

THURSDAY, MARCH 7, 2013:

The Adams County Board of Commissioners met this date in regularly scheduled session at 1:06 p.m. in the Ceremonial Courtroom with Board Chairman Randy L. Phiel Presiding. The following were in attendance: Commissioners James E. Martin and Marty Karsteter Qually; John Hartzell, Solicitor; Albert Penksa, County Manager; Steve Renner, County Controller; Nick Colonna, Planning Director; Andrew Merkel, Comprehensive Planning Manager; Curtis Behn, Assistant Solicitor; Larry Martick, Conservation District Manager; John Farrell, Veterans Affairs Director; Beth Cissel, Deputy Controller; Melissa Devlin, Finance Director; Michele Miller, Human Resources Director; Treasurer Theresa Adamik; County Employees: William McClain; Jill Kuhn, Administrative Assistant; County Citizens: Robin Fitzpatrick, ACEDC; Bob Jackson; Gary Hartman, Esq.; Bruce Hollinger; Joseph Pierce, Bond Counsel; Land Conservancy Group: Norma Calhoun, Fran Koch, Terry Adamik, Beth Kirby, Chris Kimple, Ellie Hollabaugh Vranich, Bill Chantalau, John Kiehl and Sarah Kipp; News Reporters: Jarrad Hedes, *The Gettysburg Times*, and Craig Paskoski, *Hanover Evening Sun*.

Pledge of Allegiance

Minutes:

Mr. Martin moved, seconded by Mr. Qually to approve the Minutes of the February 20, 2013 Commissioners' Meeting as presented.

Motion carried.

Proclamations:

Mr. Qually moved, seconded by Mr. Martin to approve and proclaim **LAND CONSERVANCY OF ADAMS COUNTY MONTH** - March 14 through April 21, 2013.

Motion carried.

Public Comment:

Bruce Hollinger began with asking a question during the "Public Comments" section of the Commissioner's Meeting. County Solicitor John Hartzell advised that questions and answers are not accepted at this time, but that Mr. Hollinger was free to make any comments.

Bruce Hollinger found this limitation to be very appalling. He proceeded with his comment that his request under the "Right-to-Know" law for copies of prior minutes gave him very short documents when it came to work session minutes. This concerned him as he believed regular meeting agendas are developed during work session, today's agenda for the Commissioner's meeting is rather lengthy, and the minutes from work session are very short. He believed the work session minutes should include information about the developed agenda. He also believed the minutes for work sessions were prepared in response to his request, which he believed was wrong.

Commissioners Office:

Mr. Martin moved, seconded by Mr. Qually to approve and sign Ordinance No. 2 of 2013 as follows:

ORDINANCE NO. 2 of 2013

AN ORDINANCE
OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF ADAMS, PENNSYLVANIA (THE
"COUNTY") DETERMINING TO INCUR DEBT IN THE AGGREGATE PRINCIPAL
AMOUNT NOT TO EXCEED \$1,750,000; DETERMINING THAT SUCH DEBT SHALL BE
INCURRED AS LEASE RENTAL DEBT TO EVIDENCED BY ITS GUARANTY UNDER A

GUARANTY AGREEMENT OF A GUARANTEED NOTE, SERIES OF 2013, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,750,000, DATED AS OF THE DATE OF DELIVERY (THE "NOTE"), HERETOFORE AUTHORIZED AND HEREAFTER TO BE ISSUED BY THE ADAMS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY ("ACIDA"); DESCRIBING THE PROJECT FOR WHICH SAID DEBT IS TO BE INCURRED AND SPECIFYING THE REALISTIC USEFUL LIFE OF SAID PROJECT; AUTHORIZING AND DIRECTING PROPER OFFICERS OF THE COUNTY TO EXECUTE, ATTEST, SEAL AND DELIVER, AS APPROPRIATE, A GUARANTY AGREEMENT WITH RESPECT TO THE NOTE (THE "GUARANTY AGREEMENT"); APPROVING THE FORM OF THE GUARANTY AGREEMENT; AUTHORIZING AND DIRECTING PROPER OFFICERS OF THIS COUNTY TO PREPARE, EXECUTE, VERIFY AND FILE THE DEBT STATEMENT, THE BORROWING BASE CERTIFICATE TO BE APPENDED TO THE DEBT STATEMENT, AND OTHER APPROPRIATE DOCUMENTS, AND THE APPLICATION FOR EXCLUSION OF SELF-LIQUIDATING OR SUBSIDIZED DEBT, AS APPLICABLE, ALL AS REQUIRED OR AUTHORIZED BY THE LOCAL GOVERNMENT UNIT DEBT ACT [53 Pa. C.S. §8001 ET SEQ.]; SPECIFYING THE MAXIMUM LEASE RENTALS TO BE PAID BY THE COUNTY PURSUANT TO THE GUARANTY AGREEMENT; GUARANTEEING PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE COUNTY WITH RESPECT TO THE GUARANTY; AUTHORIZING PROPER OFFICERS OF THE COUNTY TO EXECUTE ALL REQUIRED, NECESSARY OR DESIRABLE CERTIFICATES AND DOCUMENTS IN CONNECTION WITH SAID LEASE RENTAL DEBT AND THE PROJECT; AUTHORIZING PROPER OFFICERS OF THE COUNTY TO TAKE ALL OTHER REQUIRED, NECESSARY OR DESIRABLE ACTION IN CONNECTION WITH SUCH PROJECT AND THE EXECUTION, DELIVERY OR ACCEPTANCE OF THE GUARANTY AGREEMENT; AUTHORIZING THE COUNTY TO ENTER INTO A REPAYMENT AGREEMENT WITH THE ACIDA; APPROVING THE FORM OF THE REPAYMENT AGREEMENT; AUTHORIZING PROPER OFFICERS OF THE COUNTY TO EXECUTE, ACKNOWLEDGE AND DELIVER THE REPAYMENT AGREEMENT; RATIFYING PRIOR ADVERTISEMENT AND DIRECTING FURTHER ADVERTISEMENT; PROVIDING FOR THE EFFECTIVENESS OF THIS ORDINANCE; PROVIDING FOR THE SEVERABILITY OF PROVISIONS OF THIS ORDINANCE; AND PROVIDING FOR THE REPEAL OF ALL INCONSISTENT ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR RESOLUTIONS ENACTED MARCH 7, 2013

WHEREAS, The County of Adams, Pennsylvania (the "County") is a county of the fifth class, exists under laws of the Commonwealth of Pennsylvania (the "Commonwealth") and is a "local government unit," as such term is defined under the Local Government Unit Debt Act [53 Pa. C.S. §8001 *et seq.*] (the "Act"); and

WHEREAS, The Adams County Industrial Development Authority (the "ACIDA"), is a public instrumentality and a body politic and corporate organized and existing under the laws of the Commonwealth, having been duly organized by the County, pursuant to the provisions of the Act of August 23, 1967, P.L. 251, of the Commonwealth, as amended and supplemented, known as the Economic Development Financing Law (the "Industrial Development Authority Act"); and

WHEREAS, The Industrial Development Authority Act specifies, *inter alia*, that the purpose of the ACIDA shall be for "acquiring, holding, constructing, improving, maintaining, owning, financing and leasing, either in the capacity of lessor or lessee, projects, which include 'public facilities,' including facilities owned or leased by a municipality...which serves a public purpose"; and

WHEREAS, In furtherance of its statutory purpose, the ACIDA, with the consent of the County, has determined to undertake a project (the "Gettysburg Station Project" or the "Project") consisting of the acquisition of real property located within the Borough of Gettysburg, Pennsylvania, the demolition costs and site work on the real property, which real property currently has industrial structures and buildings that are significantly deteriorated and unfit for present-day industrial or commercial development; and

WHEREAS, Pursuant to a Redevelopment Assistance Grant Agreement, the ACIDA will receive up to One Million (\$1,000,000.00) Dollars of funding for a portion of the costs associated with the Project, specifically the acquisition of the real property and the costs of demolition, from the Commonwealth of Pennsylvania, acting through the Office of the Budget, in the form of a Redevelopment Assistance Grant (the "RAC-P Grant"), the proceeds of which will be applied by the ACIDA to repay the Note (as hereinafter defined); and

WHEREAS, In order to provide financing for the costs of the Project, ACIDA has heretofore authorized and approved the issuance of ACIDA's Guaranteed Note, Series of 2013, in the maximum principal amount of \$1,750,000 (the "Note"); and

WHEREAS, ACIDA heretofore has requested from Susquehanna Bank, Gettysburg, Pennsylvania (the "Bank") a loan in the principal amount of \$1,750,000; and

WHEREAS, The Bank has submitted to ACIDA a Commitment Letter for a loan in the principal amount of \$1,750,000 (the "Commitment Letter") for the purpose of financing the costs of the Project; and

WHEREAS, As a condition of the Commitment Letter, the Bank requires that the County, acting in accordance with the applicable provisions of the Act, guaranty the full payment of the principal of and accrued interest on the Note issued by ACIDA to the Bank; and

WHEREAS, The County, at the request of ACIDA made to the County, has agreed to guaranty the payment of the principal of and the interest on the Note, being the maximum principal sum of \$1,750,000, pursuant to the authority set forth in the Act, and to issue to the Bank its guaranty ("Guaranty"); and

WHEREAS, The ACIDA has represented to the County, in connection with the Guaranty of the Note, that the estimated useful life of the Project will be, at least, forty (40) years; and **WHEREAS**, Pursuant to the Act, the County must submit proceedings, including this Ordinance, to the Department of Community and Economic Development of the Commonwealth of Pennsylvania (the "Department") and receive approval from the Department before it may issue its Guaranty to the Bank (the "Guaranty Agreement"); and

WHEREAS, The County and the ACIDA will enter into a repayment agreement (the "Repayment Agreement"), pursuant to which the ACIDA agrees to repay, to the extent and from the sources provided in the Repayment Agreement, amounts paid by the County pursuant to its Guaranty Agreement; and

WHEREAS, The County desires to have a portion of the debt evidenced by its Guaranty be approved as subsidized debt, either concurrently with the approval of the debt evidenced by the County's Guaranty or at such later date under a separate filing with the Department as the County shall hereafter determine, in accordance with applicable provisions of the Act so that the debt evidenced by the Guaranty Agreement will not be a charge against the County's borrowing capacity; and

WHEREAS, The County desires to cause a consulting engineer or a financial advisor to prepare the appropriate documentation necessary for the County to file with the Department, either concurrently with the application for approval of the debt evidenced by the County's Guaranty or at such later date under a separate filing with the Department as the County shall hereafter determine, for all or a portion of the debt evidenced by the County Guaranty Agreement to be subsidized debt; and

WHEREAS, The County desires to incur lease rental debt evidenced by its Guaranty of the payment of the principal of and the interest on the Note, and to cause such lease rental debt, or a portion thereof, to be approved as subsidized debt, and thereby excluded from the County borrowing capacity under provisions of the Act, to authorize and approve the execution, attestation and delivery of the Repayment Agreement, and to authorize, approve and direct proper officers and officials of the County to take such action and perform such acts as are deemed necessary and proper for those things hereby authorized and approved.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of the County of Adams, Commonwealth of Pennsylvania, as follows:

1. The Board of Commissioners of the County hereby authorizes and approves the Project and requests ACIDA to proceed to undertake the Project, including the financing thereof, and the payment of all "costs" related thereto, as such term is used in the Act. The description of the Project contained in the recitals to this Ordinance is hereby incorporated into this Section by reference as if set out at length. The foregoing recitals and all terms defined therein are incorporated herein, and such defined terms may hereafter be used as if set out at length.
2. The Board of Commissioners of the County hereby determines to incur "debt," as such term is defined in the Act, as "lease rental debt," as such term is defined in the Act, for the purpose of assisting in the financing of the Project.
3. The debt to be incurred, as lease rental debt, as set forth in Section 2 hereof, shall be evidenced by the County's execution and delivery of a certain Guaranty Agreement in the maximum principal amount of \$1,750,000, pursuant to which the County agrees to guarantee the payment of principal of and interest on the Note, when due; however, such execution and delivery of the Guaranty Agreement shall not be made prior to ACIDA providing to the County the financial security acceptable to ACIDA and the County. The Note, to be issued in the principal amount not to exceed \$1,750,000, shall be secured, in part, by, *inter alia*, the Guaranty Agreement executed and delivered by the County, substantially in the form referred to in Section 7 hereof (the "Guaranty Agreement").

4. Reasonable cost estimates have been obtained for the Project with the assistance of consulting engineers and other persons qualified by experience. The cost of the Project is, at least, \$1,750,000, including costs of issuance. The County hereby finds and determines that the useful life of the Project is at least forty (40) years. The Project is projected to be completed by April 30, 2015.

5. The County shall execute, attest and deliver the acceptance of the Commitment Letter.

6. The County shall execute, attest, seal and deliver the Guaranty Agreement, dated and effective as of the date of delivery of the Note, substantially in the form referred to in Section 7 hereof.

7. The Guaranty Agreement shall be substantially in the form set forth in Exhibit A hereto with such additions, changes and deletions as the officers of the County executing the Guaranty Agreement and the solicitor to the County shall deem necessary, which form is approved. The execution, attestation and delivery of the Guaranty Agreement by appropriate officers of the County shall constitute conclusive evidence of such approval.

The County authorizes delivery of the Guaranty Agreement to the Bank, which shall serve as Paying Agent for the Note, for the purposes set forth in the Guaranty Agreement.

8. The Chairman or Vice Chairman of the Board of Commissioners and the Chief Clerk of the County (each a "Proper Officer" and, collectively, "Proper Officers") are authorized and directed to make application to the Pennsylvania Department of Community and Economic Development (the "Department") for approval with respect to the Guaranty Agreement, as required by the Act, and to pay or cause to be paid to the Department all proper filing fees required by the Act and to take all other required and appropriate action.

Accordingly, Proper Officers of the County are authorized and directed: (a) to prepare, verify and file with the Department, a debt statement as required by the Act; (b) to prepare, execute and file with the Department the borrowing base certificate to be appended to the debt statement referred to in subparagraph (a) of this Section; (c) to prepare, execute and file the application with the Department, together with a complete and accurate transcript of the proceedings relating to the incurring of debt, of which debt the Note, upon issue, and the Guaranty Agreement, upon execution and delivery, will be evidence, as required by the Act; (d) to pay or to cause to be paid to the Department all filing fees required by the Act in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action, and further, the same Proper Officers are authorized, at their discretion hereafter, to prepare and file, as required, with the Department, appropriate statements required by the Act which are necessary to qualify all or a portion of lease rental debt of the County, which is subject to exclusion as self-liquidating or subsidized debt, for exclusion from the appropriate debt limit of the County as self-liquidating or subsidized debt.

9. The Chairman or Vice Chairman, or in the alternative, each member, of the Board of Commissioners and Chief Clerk of the County are authorized and directed to execute, attest and deliver, as applicable, on behalf of the County, any other document, agreement, instrument or certificate deemed necessary and proper, in substantially the form approved by this Ordinance, or with such changes as such officers shall approve, their execution to constitute conclusive evidence of such approval; provided that, such execution and delivery of the Guaranty Agreement shall be subject to compliance by the County with applicable provisions of the Act.

10. The County hereby guarantees the full payment of the principal of and interest on the Note and in furtherance thereof covenants and agrees with the holders from time to time of the Note that if ACIDA shall fail to pay the full amount of the principal of and interest on the Note when the same becomes due and payable, at the times and places, under the terms and conditions, and in the manner prescribed in the Note and in that certain loan agreement, by and among the Bank and ACIDA, as appropriate, the County will pay the full amount of such principal and interest to the holders of the Note.

The County agrees and hereby covenants with the holders of the Note that the County shall include the amount of debt service on the Note, including interest thereon, for each fiscal year of the County in which such sums are payable in its budget for that fiscal year, shall appropriate and shall duly and punctually pay or cause to be paid the full amount of such principal of and interest on the dates and at the places and in the manner stated in the Note. For such budgeting, appropriation and payment the County hereby does pledge its full faith, credit and taxing power and hereby does agree that this covenant shall be specifically enforceable in accordance with the Act.

The County agrees that maximum debt service in each of its fiscal years with respect to the Note to which the foregoing guaranty shall apply is as follows:

ATTEST:

_____/s/_____
Chief Clerk

_____/s/_____
Member, Board of Commissioners

(SEAL)

COUNTY OF ADAMS
Commonwealth of Pennsylvania
EXHIBIT A
to
ORDINANCE NO. 2 of 2013

FORM OF GUARANTY AGREEMENT

Exhibit A

\$1,750,000
ADAMS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
GUARANTEED NOTE
SERIES OF 2013

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT, dated as of _____, 2013, made and executed by the COUNTY OF ADAMS, PENNSYLVANIA (the "County"), a county of the fifth class organized and existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), and delivered to SUSQUEHANNA BANK (the "Bank"), having its principal office in Gettysburg, Pennsylvania, as lender.

WITNESSETH:

WHEREAS, the County of Adams, Pennsylvania (the "County") is a county of the fifth class, exists under laws of the Commonwealth of Pennsylvania (the "Commonwealth") and is a "local government unit," as such term is defined under the Local Government Unit Debt Act [53 Pa. C.S. §8001 *et seq.*] (the "Debt Act"); and

WHEREAS, the Adams County Industrial Development Authority (the "ACIDA"), is a public instrumentality and a body politic and corporate organized and existing under the laws of the Commonwealth, having been duly organized by the County, pursuant to the provisions of the Act of August 23, 1967, P.L. 251, of the Commonwealth, as amended and supplemented, known as the Economic Development Financing Law (the "Industrial Development Authority Act"); and

WHEREAS, the Industrial Development Authority Act specifies, *inter alia*, that the purpose of the ACIDA shall be for "acquiring, holding, constructing, improving, maintaining, owning, financing and leasing, either in the capacity of lessor or lessee, projects, which include 'public facilities,' including facilities owned or leased by a municipality...which serves a public purpose"; and

WHEREAS, in furtherance of its statutory purpose, the ACIDA, with the consent of the County, has determined to undertake a project (the "Gettysburg Station Project" or the "Project") consisting of the acquisition of real property located within the Borough of Gettysburg, Pennsylvania, the demolition costs and site work on the real property, which real property currently has industrial structures and buildings that are significantly deteriorated and unfit for present-day industrial or commercial development; and

WHEREAS, pursuant to a Redevelopment Assistance Grant Agreement, the ACIDA will receive up to One Million (\$1,000,000.00) Dollars of funding for a portion of the costs associated with the Project, specifically the acquisition of the real property and the costs of demolition, from the Commonwealth of Pennsylvania, acting through the Office of the Budget, in the form of a Redevelopment Assistance Grant (the "RAC-P Grant"), the proceeds of which will be applied by the ACIDA to repay the Note (as hereinafter defined); and

WHEREAS, in order to provide financing for the costs of the Project, ACIDA has heretofore authorized and approved the issuance of ACIDA's Guaranteed Note, Series of 2013, in the maximum principal amount of \$1,750,000 (the "Note"); and

WHEREAS, ACIDA heretofore has requested from Susquehanna Bank, Gettysburg, Pennsylvania (the "Bank") a loan in the principal amount of \$1,750,000; and

WHEREAS, the Bank has agreed, pursuant to certain terms and conditions set forth in the

Bank's Commitment Letter (the "Commitment Letter"), to loan said sum to ACIDA to be applied for and toward payment of costs of the Project; and

WHEREAS, the Note will be issued pursuant to the terms of a loan agreement, dated the date of issuance of the Note (the "Loan Agreement"), between the Bank, as lender, and ACIDA, as borrower; and

WHEREAS, as a condition of the Commitment Letter, the Bank requires that the County, acting in accordance with the applicable provisions of the Act, guaranty the full payment of the principal of and accrued interest on the Note issued by ACIDA to the Bank; and

WHEREAS, the County heretofore has determined to guarantee the full payment of the principal of and interest on the Note, pursuant to the authority set forth in the Debt Act.

NOW, THEREFORE, the County, intending to be legally bound, covenants and agrees, as follows:

1. The County hereby guarantees the full payment of the principal of and interest on the Note and in furtherance thereof covenants and agrees with the Bank, and any subsequent registered owner, from time to time, of the Note at all times outstanding, that if ACIDA shall fail to pay the full amount of the principal of and interest on the Note when the same becomes due and payable, at the times and places, under the terms and conditions, and in the manner prescribed in the Note and the Loan Agreement, the County will pay the full amount of such principal and interest to the Bank, and any subsequent registered owner, from time to time, of the Note.

The County covenants and agrees with the Bank, and any subsequent registered owner, from time to time, of the Note issued by ACIDA and from time to time outstanding, that the County shall include the amount of debt service on the Note, including interest thereon, for each fiscal year (which term shall mean the fiscal year of the County, from time to time designated by law) in which such sums are payable in its budget for that fiscal year, that the County in the event ACIDA shall fail to pay the full amount of the principal of and interest on the Note when due and payable, at the times and places, under terms and conditions and in the manner prescribed in the Note and the Loan Agreement, shall appropriate and duly and punctually pay or cause to be paid the full amount of such principal and interest on the dates and at the places and in the manner stated in the Note. For such budgeting, appropriation and payment the County hereby does pledge its full faith, credit and taxing power and hereby does agree that this covenant shall be specifically enforceable.

The County agrees that the debt service in each fiscal year with respect to the Note outstanding under the Loan Agreement, to which the foregoing guaranty shall apply is as follows:

(a) at the federally taxable, fixed interest rate of 4.10%

<u>Fiscal Year Ending December 31</u>	<u>Debt Service</u>
2013	\$ 48,631
2014	\$ 96,820
2015	\$ 168,840
2016	\$ 168,840
2017	\$ 168,840
2018	\$ 56,280

and

(b) at the federally taxable, maximum interest rate of 12.00% during the variable rate period

<u>Fiscal Year Ending December 31</u>	<u>Debt Service</u>
2018	\$ 184,359
2019	\$ 269,031
2020	\$ 259,756
2021	\$ 249,560
2022	\$ 239,196
2023	\$ 228,392
2024	\$ 217,277
2025	\$ 205,399
2026	\$ 193,164
2027	\$ 180,411
2028	\$ 57,218

2. This Guaranty Agreement may not be assigned by the County nor may its obligations arising hereunder be in any manner whatsoever alienated by the County. This Guaranty

Agreement shall inure to the benefit of the Bank, and any subsequent registered owner, from time to time, of the Note. The County acknowledges that the Bank, and any subsequent registered owner, from time to time, of the Note shall materially rely on the existence of this Guaranty Agreement and the County's due performance of its obligations hereunder.

3. The County agrees to furnish to the Bank copies of the County's audited financial statements concurrently with the County's filing of the same with the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15-c212.
4. The obligation of the Bank in accepting delivery of this Guaranty Agreement by the County shall be to hold the same for its benefit and for the benefit of any subsequent registered owner, from time to time, of the Note and to make a copy of this Guaranty Agreement available to any subsequent registered owner, from time to time, of the Note.
5. The whole of this Guaranty is herein set forth, and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This Guaranty can be modified only by written instrument signed by the party to be charged therewith.
6. The Guaranty Agreement shall be binding upon the County, its successors and assigns, and shall inure, to the benefit of the Bank, its successors, and assigns.
7. The Guaranty Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Guaranty.
8. If any clause, provision or section of this Guaranty Agreement is held to be illegal or invalid by any Court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections thereof, and this Guaranty Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.
9. This Guaranty Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
10. This Guaranty Agreement shall be effective upon ACIDA's issuance and delivery of the Note to the Bank.

IN WITNESS WHEREOF, the County of Adams, Pennsylvania has caused this Guaranty Agreement to be executed in its behalf by its Chairman or Vice Chairman of the Board of Commissioners and its official seal to be hereunto affixed and attested by its Chief Clerk or Assistant Chief Clerk and delivered to Susquehanna Bank, who has accepted the same.

ATTEST: _____ /s/ Chief Clerk (SEAL)	COUNTY OF ADAMS Commonwealth of Pennsylvania _____ /s/ Chairman, Board of Commissioners
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ACCEPTANCE AND ACKNOWLEDGMENT

Susquehanna Bank, having its principal corporate office in Gettysburg, Pennsylvania hereby accepts the foregoing Guaranty Agreement, acknowledges receipt of an executed counterpart thereof and agrees to hold the same for the purposes set forth therein, all as of this _____ day of _____ 2013.

SUSQUEHANNA BANK

By: _____
/s/
Authorized Officer

CERTIFICATE

I, the undersigned officer of the County of Adams, Commonwealth of Pennsylvania ("County"), hereby certify that: (a) attached to this Certificate is a true, correct and complete copy of an Ordinance (the "Ordinance") which was duly enacted at a meeting of the Board of Commissioners of the County on March 7, 2013, at which a quorum was present and acting throughout, and which was at all times open to the public; (b) the Ordinance was duly recorded in the County's Ordinance Book, and a summary of the Ordinance was published as required by law in a newspaper of general circulation in the County; (c) the County met the advance notice requirements of the Sunshine Act, 65 Pa. C.S. § 701 *et seq.*, as

amended, by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Commissioners; (d) the total number of members of the Board of Commissioners is three (3); and (e) the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Randy L. Phiel	x			
James E. Martin	x			
Marty Karsteter Qually	x			

WITNESS my hand and seal of the County on this 7th day of March, 2013.

/s/

Chief Clerk

(SEAL)

Motion carried.

Emergency Services:

With recommendation from John Eline, Director, Mr. Qually moved, seconded by Mr. Martin to approve and sign the Emergency Response Service Agreement pursuant to the Hazardous Materials and Emergency Planning and Response Act needed for applying for grants from PEMA.

Motion carried.

Victim Witness:

With recommendation from Cindy Keeney, Director, Mr. Martin moved, seconded by Mr. Qually to approve and sign the Pennsylvania Commission on Crime & Delinquency Victims of Crime Act (VOCA) Grant application in the amount of \$120,294.00 for a two-year period effective July 1, 2013.

Motion carried.

Planning:

With recommendation from Nick Colona, Director, Mr. Qually moved, seconded by Mr. Martin to approve and sign the Contract for Consultant Services with TischlerBise, Inc. for the preparation of a Countywide Economic Demographic Report in the amount of \$29,840 which will be funded through the CDBG Planning funds.

Motion carried.

Personnel Report:

Mr. Martin moved, seconded by Mr. Qually to approve the following personnel actions:

Adams County Adult Correctional Facility:

Recommendation from Warden Brian Clark, pending final approval of the Prison Board, to approve employment of the following Corrections Officers:

- Nathan Albaugh and Anthony Spangler, Jr., effective March 11, 2013
- Steven Shaub and Andrew Goodwin, effective March 18, 2013

Human Resources:

Recommendation from Michele Miller, Director, to approve the employment of Lisa Chilcoat, Administrative Assistant, effective March 25, 2013.

Motion carried.

Expenditures:

Mr. Qually moved, seconded by Mr. Martin to approve the following expenditures for the period February 18, 2013 through March 1, 2013:

General Fund	\$ 1,607,707.74
911 Fund	\$ 1,724.43
Children & Youth Services	\$ 187,550.57
HazMat Fund	\$ 122.90
Liquid Fuels	\$ 6,388.17
Capital Project Fund	\$ 22,531.42
Commissary Fund	\$ 263.67

Motion carried.

Other Business:

There was no Other Business brought before the Board at this time.

Salary Board Meeting:

The Salary Board Meeting will be held following the Commissioners Meeting.

Adjournment:

Mr. Martin moved, seconded by Mr. Qually to adjourn the Commissioners Meeting at 1:43 p.m. this date.

Motion carried.

Respectfully submitted,

Jillian M. Kuhn
Administrative Assistant