

**TOWNSHIP OF HAMILTONBAN,
Adams County, Pennsylvania**

ORDINANCE NO. 2020 - 01

OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HAMILTONBAN AUTHORIZING AND SECURING THE ISSUANCE OF A GENERAL OBLIGATION NOTE, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$250,000, PURSUANT TO THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT, TO FINANCE CAPITAL PROJECTS CONSISTING OF IMPROVEMENTS TO THE STREETS AND ROADWAYS SERVING THIS TOWNSHIP, AND PAY RELATED EXPENSES; ACCEPTING A BANK LOAN PROPOSAL TO PURCHASE THE NOTE; SETTING FORTH THE TERMS AND SUBSTANTIAL FORM OF THE NOTE; CREATING A SINKING FUND AND APPOINTING A SINKING FUND DEPOSITORY FOR THE NOTE; PLEDGING THE FULL FAITH, CREDIT, AND TAXING POWER OF THIS TOWNSHIP TO SECURE THE NOTE; AND CONTAINING RELATED PROVISIONS.

WHEREAS, the Board of Supervisors of the Township of Hamiltonban, in Adams County, Pennsylvania (the "Township"), has determined to incur nonelectoral debt to be evidenced by a general obligation note (the "Note"), in the maximum principal amount of Two Hundred Fifty Thousand Dollars (\$250,000), as financing for the Project (hereinafter defined); and

WHEREAS, the Board of Supervisors of this Township has obtained cost estimates, as such costs are defined in the Act of the General Assembly of the Commonwealth of Pennsylvania (the "Commonwealth") known as the Local Government Unit Debt Act (the "Debt Act"), of the Project (hereinafter defined) to be financed, and has determined that such costs will be at least \$250,000; and

WHEREAS, a written loan proposal to purchase the Note (the "Loan Proposal") has been requested and received from ACNB Bank (the "Bank"), having an office in Gettysburg, Pennsylvania; and

WHEREAS, the Board of Supervisors of this Township desires to accept the Loan Proposal, to award the Note to the Bank in a private sale by negotiation, and to incur nonelectoral debt in the amount of \$250,000, in connection with the Project (hereinafter defined), pursuant to the Debt Act.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of Supervisors of this Township, as follows:

SECTION 1. The Board of Supervisors of this Township hereby authorizes the issuance of the Note of this Township to the Bank, pursuant to and secured by this Ordinance. The proceeds of the Note shall be used to finance capital projects consisting of improvements to the streets and roadways serving this Township, and pay related expenses (the "Project").

SECTION 2. The Board of Supervisors of this Township expresses its finding that it is in the best financial interests of this Township to sell the Note in a private sale by negotiation and determines that the Note shall constitute nonelectoral debt of this Township.

SECTION 3. The reasonably estimated useful life of the facilities to be constructed as part of the Project will be not less than five (5) years. This Township represents that the first installment of principal of the Note is not being deferred later than two years from the date of issue of the Note nor beyond one year after the estimated date of completion of construction of the Project.

SECTION 4. The Board of Supervisors of this Township shall and does accept the proposal of the Bank to purchase the Note. The Note shall be and is awarded to the Bank, in accordance with terms and conditions of the Loan Proposal, the original of which is on file with the Secretary of this Township, at a total purchase price of \$250,000 (100% of the principal amount advanced).

SECTION 5. The Note will be a general obligation of this Township.

SECTION 6. The Note shall be stated to mature in full five years from the date of issuance of the Note, which is expected to be on or about February 12, 2020. The Note shall bear interest as described in the substantial form of the Note attached hereto as Exhibit "A," together with appropriate insertions, omissions, and variations.

A schedule illustrating the interest rate and the maximum principal and interest payable on the Note, through the maturity date thereof, is attached hereto as Exhibit "B" and made a part hereof.

SECTION 7. The Note shall be subject to prepayment prior to maturity, at the option of this Township, as a whole, on any date, by paying the outstanding principal balance thereof, together with accrued interest to the date fixed for such prepayment. This Township may, at its option, from time to time and on any date, prepay any part of the principal of the Note. Any such prepayment shall be without penalty.

Any prepayment in whole, shall follow at least five (5) days written notice addressed to the Bank or other registered owner thereof at the time of such prepayment, as such registered

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owner and address shall appear on the books of this Township to be kept by the Bank, as paying agent, for such purpose. On the date designated for prepayment, notice having been given as aforesaid, and money for payment of the principal and accrued interest being held by the Bank, as paying agent, interest on the Note so called for prepayment or on any part of the principal of the Note selected for prepayment shall cease to accrue. If the principal of the Note has been called for prepayment in full, the Note shall cease to be entitled to any benefit or security under this Ordinance, and the registered owner of the Note shall have no rights with respect to the Note, except to receive payment of the principal of and accrued interest on the Note to the prepayment date.

SECTION 8. The principal of and interest on the Note shall be payable at the principal office or at any branch office of the Bank, as paying agent, in lawful money of the United States of America.

SECTION 9. The Note shall be executed in the name of and on behalf of this Township by the manual signature of the Chairman or Vice Chairman of the Board of Supervisors of this Township and the official seal of this Township shall be affixed thereto and the manual signature of the Secretary of this Township shall be affixed thereto in attestation thereof.

SECTION 10. This Township covenants to and with the Bank and any other registered owners, from time to time, of the Note outstanding, from time to time, pursuant to this Ordinance, that this Township: (i) shall include the amount of the debt service for the Note, for each fiscal year of this Township in which such sums are payable, in its budget for that fiscal year, (ii) shall appropriate such amounts from its general revenues for the payment of such debt service, and (iii) shall duly and punctually pay or cause to be paid from the sinking fund created herein or any other of its revenues or funds the principal of the Note and the interest thereon at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation, and payment, this Township shall and does pledge, irrevocably, its full faith, credit, and taxing power. As provided in the Debt Act, the foregoing covenant of this Township shall be enforceable specifically.

SECTION 11. There is created, pursuant to Section 8221 of the Debt Act, a sinking fund for the Note, to be known as "Sinking Fund - General Obligation Note, Series of 2020" (the "Sinking Fund"), which shall be administered in accordance with applicable provisions of the Debt Act.

This Township appoints the Bank as the sinking fund depository with respect to the Sinking Fund. The Chairman or Vice Chairman of the Board of Supervisors and the Secretary, respectively, of this Township are authorized and directed to contract with the Bank for its services as sinking fund depository in connection with the Sinking Fund and in connection with the Note. This Township covenants to make payments out of the Sinking Fund, or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of the Note when due.

SECTION 12. The Chairman or Vice Chairman of the Board of Supervisors and the Secretary, respectively, of this Township, which shall include their duly qualified successors in office, if applicable, are authorized and directed: (a) to prepare, to certify, and to file with the Department of Community and Economic Development of the Commonwealth (the "Department") the debt statement required by the Debt Act; (b) to prepare and to 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, will be evidence, as required by the Debt Act; (c) to prepare and to file, if applicable, any statements required by the Debt Act that are necessary to qualify all or any portion of nonelectoral and/or lease rental debt of this Township that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit as self-liquidating or subsidized debt; (d) to pay or to cause to be paid to the Department all proper filing fees required by the Debt Act in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

Said officers of this Township are authorized and directed to prepare an appropriate borrowing base certificate to be appended to the debt statement authorized herein.

SECTION 13. It is declared that the debt to be incurred hereby, together with any other indebtedness of this Township, is not in excess of any applicable limitation imposed by the Debt Act upon the incurring of debt by this Township, which is evidenced by the Note.

SECTION 14. The Secretary of this Township is authorized and directed to deliver the executed Note to the Bank after the Department has certified its approval under Section 8204 of the Debt Act.

SECTION 15. This Township covenants to and with the Bank and other registered owners of the Note that it will make no use of the proceeds of the Note that will cause it to be or become an "arbitrage bond" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or with any other regulations implementing said Sections, and this Township further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on the Note.

This Township determines that it does not reasonably expect to issue tax-exempt obligations, together with all tax-exempt obligations reasonably expected to be issued by "all subordinate entities" (within the meaning of Section 265(b)(3)(E) of the Code) of this Township, which, in the aggregate, exceed or will exceed Ten Million Dollars (\$10,000,000) during the 2020 calendar year, as applicable (excluding certain credits permitted by the Code) and, accordingly, this Township hereby designates the Note as a "qualified tax-exempt obligation," as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

SECTION 16. In the event any provision, section, sentence, clause, or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining

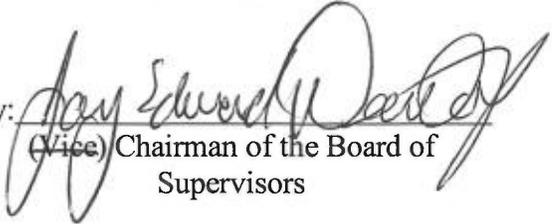
provision, section, sentence, clause or part of this Ordinance, it being the intent of this Township that such remainder shall be and shall remain in full force and effect.

SECTION 17. All ordinances or parts of ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

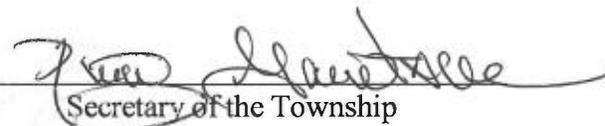
SECTION 18. This Ordinance shall be effective in accordance with Section 8003 of the Debt Act.

DULY ENACTED AND ORDAINED, by the Board of Supervisors of the Township of Hamiltonban, Adams County, Pennsylvania, in lawful session duly assembled, this 6th day of January, 2020.

TOWNSHIP OF HAMILTONBAN,
Adams County, Pennsylvania

By: 
(Vice) Chairman of the Board of
Supervisors

ATTEST:


Secretary of the Township

(SEAL)

EXHIBIT "A"

[FORM OF NOTE]

**TOWNSHIP OF HAMILTONBAN,
ADAMS COUNTY, PENNSYLVANIA**

GENERAL OBLIGATION NOTE, SERIES OF 2020

THE TOWNSHIP OF HAMILTONBAN, in Adams County, Pennsylvania (the "Township"), a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth"), promises to pay to the order of ACNB BANK (the "Bank"), or registered assigns, on February 12, 2025, the principal amount of Two Hundred Fifty Thousand Dollars (\$250,000), or such lesser particular sum as shall represent the outstanding balance of such principal sum under this General Obligation Note, Series of 2020 (the "Note"), and to pay interest on such principal sum outstanding, at the fixed rate of 2.57%, per annum (the "Tax-exempt Rate"). The Township shall make equal semi-annual payments of principal and interest commencing on August 12, 2020.

Interest accruing on this Note for any period shall be determined by multiplying the outstanding principal balance hereof, from time to time, by said rate of interest and multiplying the product thereof by a 30/360 day factor. The principal of and interest on this Note shall be payable at the principal office or at any branch office of the Bank, in lawful money of the United States of America.

This Note is subject to prepayment prior to maturity, at the option of the Township, as a whole, on any date, by paying 100% of the outstanding principal balance hereof, together with accrued interest to the date fixed for prepayment. The Township, at its option, from time to time, on any date, may prepay any part of the principal of this Note, by paying 100% of the principal amount selected for such prepayment. Any such prepayment shall be without premium or penalty.

Any prepayment in whole shall follow at least five (5) days written notice addressed to the registered owner hereof at the time of such prepayment, as such registered owner and address shall appear upon books of the Township to be kept by the Bank for such purpose. On the date designated for prepayment, notice having been given as aforesaid, and money for payment of the principal and accrued interest being held by the Bank, interest hereon or on any part of the principal hereof so called for prepayment, as applicable, shall cease to accrue. If the principal of this Note shall have been called for prepayment in full, this Note shall cease to be entitled to any benefit or security under the Ordinance (hereinafter defined) authorizing issuance of this Note, and the registered owner of this Note shall have no rights with respect to this Note except to receive payment of the principal of and accrued interest to the prepayment date.

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This Note is issued in accordance with the Act of the General Assembly of the Commonwealth known as the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), and by virtue of Ordinance No. 2020 - 01 (the "Ordinance") of the Township. The Debt Act, as such shall have been in effect when this Note was authorized, and the Ordinance shall constitute a contract between the Township and the registered owner or registered owners, from time to time, of this Note.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Note or in creation of the debt of which this Note is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Note, together with any other indebtedness of the Township, is not in excess of any applicable limitation imposed by the Debt Act upon the incurring of the debt of the Township which is evidenced by this Note.

The Township has covenanted, in the Ordinance, to and with registered owners, from time to time, of this Note, outstanding, from time to time, pursuant to the Ordinance, that the Township: (i) shall include the amount of the debt service for this Note, for each fiscal year of the Township in which such sums are payable, in its budget for that fiscal year, (ii) shall appropriate such amounts from its general revenues for the payment of such debt service, and (iii) shall duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds the principal of this Note and the interest thereon at the dates and place and in the manner stated herein, according to the true intent and meaning hereof; and, for such budgeting, appropriation and payment, the Township has pledged and does pledge, irrevocably, its full faith, credit, and taxing power. The Debt Act provides that the foregoing covenant of the Township shall be enforceable specifically.

The Township, in the Ordinance, has established a sinking fund with the Bank, as the sinking fund depository, into which funds for the payment of the principal of and the interest on this Note shall be deposited not later than the date fixed for the disbursement thereof. The Township has covenanted, in the Ordinance, to make payments out of such sinking fund or out of any other of its revenues or funds, at such times in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of this Note.

This Note has been designated by the Township as a "qualified tax-exempt obligation," as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), for purposes and effect contemplated by Section 265 of the Code (relating to expenses and interest relating to tax-exempt income of certain financial institutions).

This Note is transferable by the Bank, or by any subsequent registered owner in person or by his attorney duly authorized, in writing, at the principal office or at any branch office of the Bank, but only upon notation of such registration hereon and on the records of the Township to be kept for that purpose at the principal office or at any branch office of the Bank by a duly authorized representative of the Bank acting in behalf of the Township. The Township and the Bank

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may deem and treat the person, from time to time, in whose name this Note shall be registered as the absolute owner hereof for the purpose of receiving payment hereof and of interest due hereon, for the purpose of redemption hereof prior to maturity and for all other purposes.

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IN WITNESS WHEREOF, the TOWNSHIP OF HAMILTONBAN, in Adams County, Pennsylvania, as provided by the Debt Act and in the Ordinance, has caused this Note to be executed in its name and on its behalf by the manual signature of the Chairman or Vice Chairman of the Board of Supervisors of the Township and the official seal of the Township to be affixed hereto and the manual signature of the Secretary of the Township to be affixed hereto in attestation thereof, all as of the ___ day of February, 2020.

TOWNSHIP OF HAMILTONBAN,
Adams County, Pennsylvania

By: _____
(Vice) Chairman of the Board of
Supervisors

ATTEST:

Secretary of the Township

(SEAL)

REGISTRATION RECORD

NOTHING TO BE WRITTEN HERE EXCEPT BY A DULY AUTHORIZED REPRESENTATIVE OF ACNB BANK, AS PAYING AGENT, OR OF ANY SUCCESSOR PAYING AGENT, ACTING AS REGISTRAR, ON BEHALF OF THE TOWNSHIP OF HAMILTONBAN, ADAMS COUNTY, PENNSYLVANIA

Date of Registry	Name of Registered Owner	Registrar (Authorized Representative)
February __, 2020	ACNB Bank	ACNB Bank

EXHIBIT "B"

Hamiltonban Township 2020 GO Note¹

	Event	Date	Amount	Number	Period	End Date
1	Loan	2/12/2020	250,000.00	1		
2	Payment	8/12/2020	26,810.56	10	Semiannual	2/12/2025

TValue Amortization Schedule - Normal, 30E3/360

	Date	Payment	Interest	Principal	Balance
Loan	2/12/2020				250,000.00
1	8/12/2020	26,810.56	3,229.75	23,580.81	226,419.19
2020 Totals		26,810.56	3,229.75	23,580.81	
2	2/12/2021	26,810.56	2,925.11	23,885.45	202,533.74
3	8/12/2021	26,810.56	2,616.53	24,194.03	178,339.71
2021 Totals		53,621.12	5,541.64	48,079.48	
4	2/12/2022	26,810.56	2,303.97	24,506.59	153,833.12
5	8/12/2022	26,810.56	1,987.37	24,823.19	129,009.93
2022 Totals		53,621.12	4,291.34	49,329.78	
6	2/12/2023	26,810.56	1,666.68	25,143.88	103,866.05
7	8/12/2023	26,810.56	1,341.85	25,468.71	78,397.34
2023 Totals		53,621.12	3,008.53	50,612.59	
8	2/12/2024	26,810.56	1,012.82	25,797.74	52,599.60
9	8/12/2024	26,810.56	679.53	26,131.03	26,468.57
2024 Totals		53,621.12	1,692.35	51,928.77	
10	2/12/2025	26,810.56	341.99	26,468.57	0
2025 Totals		26,810.56	341.99	26,468.57	
Grand Totals		268,105.60	18,105.60	250,000.00	

¹ Assumes the following: (a) the Note is issued by the Township to the Bank on February 12, 2020, and the entire principal amount is advanced on that date; (b) the Note accrues interest at the Tax-exempt Rate of 2.57%, per annum; and (c) the Township shall make equal semiannual payments of principal and interest commencing on August 12, 2020.

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CERTIFICATE

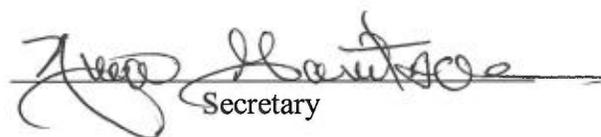
I, the undersigned, Secretary of the Township of Hamiltonban, in Adams County, Pennsylvania (the "Township"), certify that: the foregoing is a true and correct copy of an Ordinance which duly was enacted by affirmative vote of a majority of all members of the Board of Supervisors of the Township, in accordance with law, at a meeting duly held on January 6, 2020, at which meeting a quorum was present; said Ordinance has been certified and recorded by me, as Secretary of the Township, in the book provided for the purpose of such recording; said Ordinance, upon enactment, as aforesaid, was assigned Ordinance No. 2020-01; the total number of members of the Board of Supervisors of the Township is five (5); the vote of the members of the Board of Supervisors of the Township, upon enactment of said Ordinance, the yeas and nays having been called, duly was recorded by me, as Secretary, as follows:

J. Edward Deardorff	-	yea
Douglas W. Woerner	-	yea
Robert L. Gordon	-	yea
David B. Martin	-	yea
Coleen N. Reamer	-	yea ;

said Ordinance has been advertised, as required by law, in a newspaper of general circulation in the Township; and said Ordinance has not been amended, altered or repealed as of the date of this Certificate.

I further certify that the Board of Supervisors of the Township met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. Ch. 7, by posting prominently a notice of said meeting at the principal office of the Township or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting, all in accordance with such Act.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township, this 6th day of January, 2020.


Secretary

(SEAL)