

TOWNSHIP OF ANTRIM
Franklin County, Pennsylvania

ORDINANCE NO. 332

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF ANTRIM, FRANKLIN COUNTY, PENNSYLVANIA (THE "TOWNSHIP") DETERMINING TO INCUR DEBT IN THE AMOUNT NOT TO EXCEED \$3,300,000; DETERMINING THAT SUCH DEBT SHALL BE INCURRED AS LEASE RENTAL DEBT TO BE EVIDENCED BY A GUARANTEED SEWER REVENUE NOTE, SERIES OF 2014 (THE "NOTE"), TO BE AUTHORIZED AND TO BE ISSUED BY THE ANTRIM TOWNSHIP MUNICIPAL AUTHORITY (THE "AUTHORITY"); BRIEFLY 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 TOWNSHIP TO EXECUTE, ATTEST, SEAL AND DELIVER, AS APPROPRIATE, (I) A FIRST SUPPLEMENTAL AGREEMENT OF LEASE, BETWEEN THE AUTHORITY, AS LESSOR, AND THE TOWNSHIP, AS LESSEE, AND (II) A GUARANTY AGREEMENT WITH RESPECT TO THE NOTE; APPROVING THE FORMS OF SAID FIRST SUPPLEMENTAL AGREEMENT OF LEASE AND SAID GUARANTY AGREEMENT; AUTHORIZING AND DIRECTING THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS AND THE SECRETARY OR ASSISTANT SECRETARY OF THE TOWNSHIP TO PREPARE, VERIFY AND FILE, AS APPLICABLE, THE DEBT STATEMENT, THE BORROWING BASE CERTIFICATE TO BE APPENDED TO THE DEBT STATEMENT, AND OTHER APPROPRIATE DOCUMENTS REQUIRED BY THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 Pa. C.S. § 8001 ET SEQ.; SPECIFYING THE MAXIMUM LEASE RENTALS TO BE PAID BY THE TOWNSHIP PURSUANT TO SAID FIRST SUPPLEMENTAL AGREEMENT OF LEASE; GUARANTEEING PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO; SPECIFYING THE MAXIMUM AMOUNT OF THE GUARANTY OBLIGATIONS OF THE TOWNSHIP PURSUANT TO SUCH GUARANTY AGREEMENT; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP WITH RESPECT TO THE GUARANTY AGREEMENT; AUTHORIZING PROPER OFFICERS OF THE TOWNSHIP TO EXECUTE ALL REQUIRED, NECESSARY OR DESIRABLE CERTIFICATES AND DOCUMENTS IN CONNECTION WITH SAID LEASE RENTAL DEBT AND SAID PROJECT; AUTHORIZING PROPER OFFICERS OF THE TOWNSHIP TO TAKE ALL OTHER REQUIRED, NECESSARY OR DESIRABLE ACTION IN CONNECTION WITH SAID PROJECT AND THE EXECUTION, DELIVERY OR ACCEPTANCE OF SAID FIRST SUPPLEMENTAL AGREEMENT OF LEASE AND SAID GUARANTY AGREEMENT; 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.

WHEREAS, the Township of Antrim, Franklin County, Pennsylvania (the "Township") 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 Antrim Township Municipal Authority (the "Authority") is a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. § 5601 *et seq.*, as amended and supplemented; and

WHEREAS, the Authority heretofore acquired and constructed a sewage collection and transportation system, including related and necessary facilities, in and for rendering sewer service in and for a portion of the Township, all of which facilities constitute part of the Sewer System, as such term is defined in the Existing Lease, hereinafter identified, and referred to herein; and

WHEREAS, the Authority, as lessor, heretofore entered into an Agreement of Lease, dated March 3, 2011, as revised on January 30, 2012 (the "Existing Lease"), with the Township, as lessee, pursuant to which the Sewer System, as defined in the Existing Lease, was leased to the Township, for use and operation upon terms and conditions therein specified; and

WHEREAS, the Township previously issued its General Obligation Note, Series of 2011 (the "2011 Note") in the principal amount of \$9,010,000, the proceeds of which 2011 Note were applied for and toward refunding the Authority's (1) Guaranteed Sewer Revenue Bonds, Series of 2005, and (2) Guaranteed Sewer Revenue Bonds, Series of 2006, of which \$5,425,000 is presently outstanding; and

WHEREAS, the Authority and the Township desire to undertake a project consisting of financing certain additions, improvements and renovations to the Sewer System, including, but not limited to (i) the acquisition, construction, installation and equipping of a new sewer screw press, and (ii) the replacement, renovation, construction and installation of rerouting the sewer line along Shanks Church Road in the Township (the "Project"); and

WHEREAS, based on reasonable cost estimates obtained for the Project, including the costs of issuance thereof, with the assistance of professional engineers and other persons qualified by experience, the cost is estimated to be at least \$3,300,000 and the estimated useful life of the Project is estimated to be at least twenty (20) years; and

WHEREAS, in order to finance the Project, the Authority has determined to has determined to issue and sell its Guaranteed Sewer Revenue Note, Series of 2014 (the "2014 Guaranteed Revenue Note"), in the maximum principal amount of \$3,300,000, Farmers & Merchants Trust Company of Chambersburg (the "Bank"), pursuant to a proposal, dated April 24, 2014 (the "Proposal"); and

WHEREAS, the 2014 Guaranteed Revenue Note will be issued pursuant to a loan agreement, between the Authority and the Bank; and

WHEREAS, the 2014 Guaranteed Revenue Note will be secured by, among other things, the Receipts and Revenues from the Sewer System, including all rentals and other sums payable by the Township pursuant to the Existing Lease, as further supplemented by a First Supplemental Agreement of Lease (the "Supplemental Lease Agreement"), between the Authority and the Township; and

WHEREAS, the Township, as additional security for the 2014 Guaranteed Revenue Note is willing to guarantee the full payment of the principal of and the interest on the 2014 Guaranteed Revenue Note, when due, pursuant to a guaranty agreement (the "Guaranty") and the authority set forth in the Debt Act.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of the Township of Antrim, Franklin County, Pennsylvania, as follows:

1. The Project and Recitals. The Board of Supervisors of the Township hereby approves the Project and requests and authorizes the Authority to proceed to undertake the Project, the financing thereof and the payment of all "costs" related thereto in accordance with the Proposal submitted by the Bank. The description of the Project contained in the recitals to this Ordinance hereby is 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. Cost and Realistic Useful Life. Reasonable cost estimates have been obtained for the Project with the assistance of professional engineers and other persons qualified by experience. The total cost of the Project is at least \$3,300,000. The Board of Supervisors of the Township hereby determines that the useful life of the Project is at least twenty (20) years.

3. Incurrence of Lease Rental Debt. The Board of Supervisors of the Township hereby determines to incur "debt," as such term is defined in the Debt Act, as "lease rental debt," as such term is defined in the Debt Act, for the purpose of assisting in the financing of the Project by the Authority.

4. Amount of Lease Rental Debt. The debt to be incurred, as lease rental debt, as set forth in Section 3 hereof, shall be in the maximum principal amount of \$3,300,000, and shall be evidenced by the Township's execution and delivery of the Supplemental Lease Agreement and the Guaranty, pursuant to which the Township agrees to guarantee the payment of principal of and interest on the 2014 Guaranteed Revenue Note, when due. The 2014 Guaranteed Revenue Note shall be issued under and pursuant to a loan agreement by and between the Authority and the Bank, and secured by, *inter alia*, lease rentals payable by the Township to the Authority or its assigns under the Supplemental Lease Agreement, substantially in the form referred to in subsection 5(a) hereof, and the Guaranty executed by the Township, substantially in the form referred to in subsection 6(a) hereof. The term of the 2014 Guaranteed Revenue Note does not exceed the estimated useful life of the Project, which the Township determines to be not less than twenty (20) years.

5. The Supplemental Lease Agreement.

(a) *Authorization and Approval of Supplemental Lease Agreement.* The Township, as lessee, shall enter into the Supplemental Lease Agreement with the Authority, as lessor, substantially in the form referred to in this subsection (a), with respect to the Project and the 2014 Guaranteed Revenue Note. The Existing Lease as amended and supplemented by the Supplemental Lease Agreement, *inter alia*, sets forth terms and provisions to be observed by the Township and the Authority with respect to the Project and the 2014 Guaranteed Revenue Note. The Supplemental Lease Agreement shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Supplemental Lease Agreement, in the form so presented to this meeting and so approved, shall be filed with the Secretary of the Township for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the Supplemental Lease Agreement is attached hereto as Exhibit A.

(b) *Execution by Proper Officers.* The Chairman or Vice Chairman of the Board of Supervisors and the Secretary or Assistant Secretary of the Township are hereby authorized and directed to execute, attest, acknowledge and deliver, as applicable, the Supplemental Lease Agreement, in behalf of the Township, with such insertions, deletions and amendments as the officers of the Township executing the Supplemental Lease Agreement and the Solicitor to the Township shall approve. The execution, attestation and delivery of the Supplemental Lease

Agreement by appropriate officers of the Township shall constitute conclusive evidence of such approval; Provided, however, that such execution and delivery of the Supplemental Lease Agreement shall be subject to compliance by the Township with applicable provisions of the Debt Act. Said officers of the Township are authorized to take all other required, necessary or desirable action in connection with the Project and with the execution and delivery of the Supplemental Lease Agreement.

(c) *Consent to Assignment.* The Township consents to the assignment by the Authority of all its right, title and interest in the Supplemental Lease Agreement and all rentals payable by the Township thereunder as set forth in an Assignment, attached to the Supplemental Lease Agreement.

6. The Guaranty.

(a) *Authorization and Approval of Guaranty.* The Township shall enter into the Guaranty, substantially in the form referred to in this subsection (a), with respect to the 2014 Guaranteed Revenue Note to be issued by the Authority. The Guaranty shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Guaranty, in the form so presented to this meeting and so approved, shall be filed with the Secretary of the Township for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the Guaranty is attached hereto as Exhibit B.

(b) *Execution by Proper Officers.* The Chairman or Vice Chairman of the Board of Supervisors and the Secretary or Assistant Secretary of the Township are hereby authorized and directed to execute, attest, seal and deliver the Guaranty, with such insertions, deletions and amendments as the officers of the Township executing the Guaranty and the Solicitor to the Township shall deem necessary. The execution, attestation and delivery of the Guaranty by appropriate officers of the Township shall constitute conclusive evidence of such approval; Provided, however, that such execution and delivery of the Guaranty shall be subject to compliance by the Township with applicable provisions of the Debt Act. Said officers of the Township are authorized to take all other required, necessary or desirable action in connection with the Project and with the execution and delivery of the Guaranty.

(c) *Delivery to the Bank.* The Township authorizes delivery of the Guaranty to the Bank for the purposes set forth in the Guaranty.

7. Filing with Department of Community and Economic Development. The Chairman or Vice Chairman of the Board of Supervisors and the Secretary or Assistant Secretary of the Township are authorized and directed to make application to the Pennsylvania Department of Community and Economic Development (the "Department") for approval with respect to said lease rental debt, as required by the Debt Act, and to pay or cause to be paid to the Department all proper filing fees required by the Debt Act and to take all other required and appropriate action.

Accordingly, the Chairman or Vice Chairman of the Board of Supervisors and Secretary or Assistant Secretary of the Township are authorized and directed: (a) to prepare, verify and file with the Department, a debt statement as required by the Debt 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 2014 Guaranteed Revenue Note, upon issue, and the Guaranty, upon execution and delivery, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department

all filing fees required by the Debt 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 Debt Act which are necessary to qualify all or a portion of lease rental debt of the Township, if any shall be subject to exclusion as self-liquidating debt, for exclusion from the appropriate debt limit of the Township as such self-liquidating debt.

8. Execution of Documents. Proper officers and officials of the Township are hereby authorized and directed to execute, attest and deliver any and all necessary or appropriate certificates, instruments, agreements or documents and to do any and all necessary or appropriate things in connection with the transactions hereby contemplated, including, without limitation, fulfilling the requirements of the terms and conditions approved by the Authority with respect to the 2014 Guaranteed Revenue Note.

9. Guaranty Covenant. The Township hereby guarantees the full payment of the principal of and interest on the 2014 Guaranteed Revenue Note and in furtherance thereof covenants and agrees with the holders from time to time of the 2014 Guaranteed Revenue Note that if the Authority shall fail to pay the full amount of the principal of and interest on the 2014 Guaranteed Revenue 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 2014 Guaranteed Revenue Note, the Township will pay the full amount of such principal and interest to the holders of the 2014 Guaranteed Revenue Note.

The Township covenants to and with the holders of the 2014 Guaranteed Revenue Note, from time to time, that, subject to the terms and conditions of and as set forth more fully in the Guaranty, the Township (a) shall include the amounts payable in respect of the Guaranty for each fiscal year in which such sums are payable in its budget for that year, (b) shall appropriate such amounts from its general revenues for the payment of such payment, and (c) shall duly and punctually pay or cause to be paid from any of its revenues or funds the amount payable in respect of the Guaranty, at the dates and place and in the manner stated in the Guaranty, according to the true intent and meaning thereof. The Township pledges its full faith, credit and taxing power for such budgeting, appropriation and payment in respect of the Guaranty. For the purpose of complying with the covenants of this Section, the Township shall, subject to the terms and conditions hereof and of the Guaranty, budget the amounts set forth in Exhibit C hereto for the fiscal year in which such amounts are payable and shall appropriate and shall pay, in the manner provided in the Guaranty, such amounts. This covenant shall be specifically enforceable in accordance with the Debt Act.

In the event that the Township is obligated to make payments under the Guaranty, the maximum amounts required to be paid thereunder, if and as necessary on an annual basis, from the general revenues of the Township, shall be as set forth on Exhibit C hereto. Exhibit C is incorporated herein by reference with the same force and effect as if fully set forth in the text hereof. If at any time the Township is required to make any payment under the Guaranty, the proper officers of the Township are hereby authorized and directed to do so.

10. General Authorization. Proper officers of the Township are authorized and directed to execute all documents and to take such other action as may be necessary to carry out the intent and purposes of this Ordinance and the undertakings of the Township under the Supplemental Lease Agreement and the Guaranty.

11. Effective Date. This Ordinance shall become effective in accordance with the provisions of the Debt Act.

12. Severability. 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 the Township that the remainder of the Ordinance shall remain in full force and effect.

13. Repealer. All ordinances and resolutions or parts thereof, insofar as the same are inconsistent herewith, are repealed hereby.

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DULY ENACTED AND ORDAINED this 27th day of May, 2014, by the Board of Supervisors of the Township of Antrim, Franklin County, Pennsylvania, in lawful session duly assembled.

ATTEST:

TOWNSHIP OF ANTRIM, Franklin County,
Pennsylvania

Jennifer Beckell
Secretary

By: *John T. Allen*
(Vice) Chairman,
Board of Supervisors



EXHIBIT A

**FIRST SUPPLEMENTAL
LEASE AGREEMENT**

DRAFT

FIRST SUPPLEMENTAL AGREEMENT OF LEASE

Dated June 27, 2014

to

AGREEMENT OF LEASE

Dated March 3, 2011

Revised January 30, 2012

between

**Antrim Township Municipal Authority,
As Lessor,**

To

**Township of Antrim
Franklin County, Pennsylvania,
As Lessee**

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FIRST SUPPLEMENTAL AGREEMENT OF LEASE

THIS FIRST SUPPLEMENTAL AGREEMENT OF LEASE, dated June 27, 2014 (referred to separately in this document as the **"First Supplemental Lease"** and which term sometimes is referred to in this document by use of such words as "hereto", "hereby", "herein", "hereof" and "hereunder" or other descriptive words or phrases having similar import), between **ANTRIM TOWNSHIP MUNICIPAL AUTHORITY**, a municipality authority existing under laws of the Commonwealth, as Lessor, and the **TOWNSHIP OF ANTRIM**, Franklin County, Pennsylvania, a municipality of the Commonwealth, as Lessee to an Agreement of Lease dated March 3, 2011 and revised January 30, 2012 (the **"Existing Lease"**), between the Authority, as lessor, and the Township, as lessee, relating to the Sewer System (which capitalized phrases and other capitalized words and phrases referred to in these recitals are defined in Article I of the Existing Lease and Section 1.01 hereof.

WITNESSETH:

WHEREAS, the Authority has been incorporated pursuant to appropriate action of the Board of Supervisors of the Township, is existing under the laws of the Commonwealth and is governed by the Authorities Act; and

WHEREAS, the Authority has heretofore acquired and constructed and presently owns certain facilities and property, real, personal and mixed, located in the Township and used or useful in connection with collecting, transporting, pumping, treating and disposing of sanitary sewage and certain industrial wastes, including without intending to limit the generality of the foregoing, a sewage collection system, sewage treatment plant, sewage pumping stations, sewage control building and certain other appurtenant facilities and property of whatsoever nature used or useful in connection with use, operation and maintenance thereof, all of which facilities constitute a part of the Sewer System; and

WHEREAS, the Township by ordinance duly enacted by the Board of Supervisors heretofore issuance its 2011 Note, the proceeds of which were applied, together with other available amounts on deposit in certain funds and accounts under the Prior Indenture, for and toward the redemption and retirement of the Prior Bonds; and

WHEREAS, the Authority, as lessor, and the Township, as lessee, heretofore entered into the Existing Lease; and

WHEREAS, the Authority and the Township have determined that the Authority shall undertake the 2014 Capital Project;

WHEREAS, the Authority has determined to issue the 2014 Guaranteed Sewer Revenue Note, with proceeds from sale thereof to be used, together with money available for the purpose, for and toward the payment of costs of the 2014 Capital Project; and

WHEREAS, the 2014 Guaranteed Sewer Revenue Note shall constitute a series of Additional Obligation under the Existing Lease shall be issued pursuant to the 2014 Loan Agreement; and

WHEREAS, as security for the 2014 Guaranteed Sewer Revenue Note, the Authority shall assign, transfer and pledge unto the 2014 Bank all right title and interest of the Authority in and to the Lease and all rentals payable thereunder, including the Receipts and Revenues from the Sewer System; and

NOW, THEREFORE, the Authority, as Lessor, and the Township, as Lessee, in consideration of the premises and mutual promises contained herein, and intending to be legally bound hereby, agrees and follows:

ARTICLE I

Definitions

Section 1.01. Definition of Terms. Terms and phrases which are defined in Article I of the Existing Lease, for all purposes of the Lease, including this First Supplemental Lease, shall have the meanings therein specified, unless otherwise amended in this Section 1.01.

“**First Supplemental Lease**” shall mean this document, made and delivered in accordance with provisions of the Existing Lease, effective as of the date hereof, and to constitute part of the Lease, which phrase sometimes is referred to in this document by use of such terms as “hereto”, “hereby”, “herein”, “hereof”, “hereunder” or other descriptive terms or phrases having similar import.

“**Lease**” means the Existing Lease, as amended and supplemented by this First Supplemental Lease, and all additional modifications, alterations, amendments and supplements hereto made and delivered in accordance with provisions of the Existing Lease.

“**2014 Capital Project**” shall mean the undertakings of the Authority to provide all of the funds, by issuance of the 2014 Guaranteed Sewer Revenue Note, to finance certain additions, improvements and renovations to the Sewer System, including, but not limited to (i) the acquisition, construction, installation and equipping of a new sewer screw press, (ii) the replacement, renovation, construction and installation of rerouting the sewer line along Shanks Church Road in the Township, and (iii) the payment of all costs and expenses of issuing the 2014 Guaranteed Sewer Revenue Note.

“**2014 Bank**” shall mean Farmers & Merchants Trust Company of Chambersburg and its successors and assigns.

“**2014 Guaranteed Sewer Revenue Note**” shall mean the Guaranteed Sewer Revenue Note, Series of 2014, dated June 27, 2014, of the Authority, in the maximum principal amount of \$3,300,000.

“**2014 Loan Agreement**” shall mean the Loan Agreement between the 2014 Bank, as lender, and the Authority, as borrower.

ARTICLE II

Concerning the Term of Lease

Section 2.01. Term of Lease. The parties hereto agree that the Lease shall be for a term ending May 1, 2034, which term may be changed by an amendment hereto, as provided in the Lease. Notwithstanding the foregoing sentence or any other provision of the Lease, including this First Supplemental Lease, the term of the Lease shall continue until all payments due on the 2014 Guaranteed Sewer Revenue Note shall have been paid to the 2014 Bank. Section 2.02 of the Existing Lease is hereby amended to give effect to this Section 2.01.

ARTICLE III

Concerning the 2014 Capital Project

Section 3.01. 2014 Capital Project. The Authority covenants to undertake and to complete the 2014 Capital Project, applying for such purpose the proceeds of the 2014 Guaranteed Sewer Revenue Note in the manner contemplated by the 2014 Loan Agreement and Article III of the Existing Lease.

ARTICLE IV

Sewer Rentals and Charges

Section 4.01. Required Revenues. Section 4.05 of the Existing Lease is hereby amended and restated in its entirety as follow:

“Section 4.05. Required Revenues. The Township covenants that sewer rentals or charges imposed pursuant to the ordinance or ordinances in effect at the time under Section 4.02, together with any fees, fines and/or penalties resulting from enforcement of the ordinance or ordinances in effect at the time under Section 4.01, shall be at least such that amounts which reasonably may be collected therefrom by the Township in each Lease Year, together with: (1) other Sewer Revenues received by the Township; and (2) any sums appropriated by the Township for the purposes from current revenues, within limits then provided by law, or from other legally available funds, will be sufficient to provide funds for the following purposes in each Lease Year, as applicable:

A. Payment by the Township of (1) Operating Expenses; (2) debt service payments or sinking funds payments due and payable on the 2011 Note and any Additional Obligation issued by the Township (Obligation issued by the Authority are governed under subparagraph B of this paragraph) in connection with the Sewer System, and (3) reimbursement to the Township for any payments made in the previous Lease Year under any guaranty agreement securing Obligations issued by the Authority in connection with the Sewer System; and

B. Payment by the Township to the Authority or its assigns of: (1) minimum net rentals due hereunder; and (2) taxes, if any, levied or assessed against the Authority with respect to the Sewer System, constituting additional sums payable hereunder.

If collections, receipts, appropriations and deposits in any such Lease Year shall be less than the sum of requirements of subparagraphs A and B above, the Township covenants that it promptly will adjust, in the manner permitted by law, the sewer rentals or charges so that amounts thereafter to be collected therefrom, together with the other collections, receipts, appropriations and deposits, as aforesaid, shall enable the Township to comply with requirements of this Section and to eliminate deficiencies of any prior Lease Year; and, to the extent necessary, the Township also covenants that if collections, receipts, appropriations and deposits in any such Lease Year shall be less than the sum of requirements of subparagraphs A and B above, it will provide from its other available current revenues, within limits then provided by law, or from other legally available funds, an amount which, when added to such collections, receipts, appropriations and deposits, will be sufficient to enable it to meet such requirements.”

ARTICLE V

Concerning Additional Rentals and Additional Sums

Section 5.01. Rentals and Times of Payment. Section 6.01 of the Existing Lease is hereby amended and restated in its entirety as follows:

“Section 6.01. **Rentals and Times of Payment.** The Township covenants to pay from the Sewer Revenue Account to the Authority or its assigns, as minimum net rentals, the following sums at the following times:

A. *Available for Administrative Expenses.* For each Lease Year, beginning with the Lease Year ending April 30, 2015, to and including the Lease Year ending May 1, 2034, a minimum net rental, for Administrative Expenses equal to the annual auditor expenses of the Authority, payable on demand by the Authority.

B. *Available for Debt Service Requirements on the 2014 Guaranteed Sewer Revenue Note.* For the Lease Year ending April 30, 2015, and for each Lease Year thereafter, to and including the Lease Year ending April 30, 2034, a minimum net rental equal to the annual Debt Service Requirements on the 2014 Guaranteed Sewer Revenue Note in amounts not to exceed the amounts set forth in Exhibit A, which is attached hereto and hereby made a part hereof (subject to adjustment downward as hereinafter provided), payable in two installments, in each Lease Year, in the maximum amounts set forth in such Exhibit A (subject to adjustment downward as hereinafter provided), on or before October 15 and on or before April 15, respectively, of each Lease Year, to and including the Lease Year ending April 30, 2034. Notwithstanding the foregoing, the minimum net rentals payable by the Township under this subparagraph B shall be equal to the actual Debt Service Requirements due on the 2014 Guaranteed Sewer Revenue Note on each such semi-annual payment date.”

Section 5.02. Termination of Rental Payments. When all Obligations issued to finance the Sewer System, including, without limitation, the 2011 Note and the 2014 Guaranteed Sewer Revenue Note, and all remaining obligations to the Authority shall have been paid or provision for such payment shall have been duly made, no further rentals shall be payable hereunder. Section 6.07 of the Existing Lease is hereby amended and supplemented hereby, but only to the extent necessary to give effect to the provisions of this Section 5.02.

ARTICLE VI

Miscellaneous

Section 6.01. Confirmation of Existing Lease. This First Supplemental Lease, being a supplement to the Existing Lease, shall be construed as an integral part thereof. All terms, conditions, covenants and agreements of the Existing Lease, unless the context clearly otherwise requires, and except and to the extent that the same are amended and/or supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this First Supplemental Lease, all as shall be applicable and appropriate, as if the same were repeated in full herein; Provided, however, that provisions of the Existing Lease, always shall be construed so as to give proper effect and meaning to provisions of this First Supplemental Lease.

Section 6.02. Assignment to 2014 Bank. The Township and the Authority agree that the Authority, immediately following execution and delivery hereof, will assign this First Supplemental Lease and all net rentals payable hereunder, to the 2014 Bank. The Township consents to such assignment and accepts notice thereof with the same legal effect as though this acceptance of notice were embodied in a separate instrument, separately executed after execution of such assignment; and the Township agrees to pay to the 2014 Bank all such net rentals payable hereunder.

Section 6.03. Multiple Counterparts of First Supplemental Lease. This First Supplemental Lease may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 6.04. Severability. If any provision hereof shall be determined to be invalid, such invalidity shall not affect any other provision hereof, and this First Supplemental Lease thereafter shall be construed and enforced as if such invalid provision had not been contained herein.

Section 6.05. Governing Law. Laws of the Commonwealth shall govern construction hereof.

Section 6.06. Articles and Section Numbers. The use of numbered Articles and Sections herein is for convenience only and such numbered Articles and Sections herein bear no direct relationship to numbered Articles and Sections in the Existing Lease which bear identical numbers.

IN WITNESS WHEREOF, ANTRIM TOWNSHIP MUNICIPAL AUTHORITY has caused this Lease to be executed in its name and in its behalf by its Chairman or Vice Chairman and its corporate seal to be affixed hereunto and attested by its Secretary or Assistant Secretary, and the TOWNSHIP OF ANTRIM, Franklin County, Pennsylvania, has caused this Lease to be executed in its name and in its behalf by the Chairman or Vice Chairman of its Board of Supervisors and its official seal to be affixed hereunto and attested by its Secretary or Assistant Secretary.

ATTEST:

ANTRIM TOWNSHIP MUNICIPAL
AUTHORITY

(Assistant) Secretary

By: _____
(Vice) Chairman

(SEAL)

ATTEST:

TOWNSHIP OF ANTRIM, Franklin County,
Pennsylvania

(Assistant) Secretary

By: _____
(Vice) Chairman, Board of Supervisors

(SEAL)

EXHIBIT B

GUARANTY AGREEMENT

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT, dated June 27, 2014 (the "**Guaranty**"), among the **TOWNSHIP OF ANTRIM, FRANKLIN COUNTY, PENNSYLVANIA** (the "**Township**"), a municipal corporation of the Commonwealth of Pennsylvania (the "**Commonwealth**"), as guarantor, the **ANTRIM TOWNSHIP MUNICIPAL AUTHORITY** (the "**Authority**"), a body corporate and politic existing under the laws of the Commonwealth, and **FARMERS AND MERCHANTS TRUST COMPANY OF CHAMBERSBURG** (the "**Bank**"), a banking corporation chartered under the laws of the Commonwealth.

WITNESSETH:

WHEREAS, the Township is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 *et seq.*, as amended and supplemented (the "**Debt Act**"); and

WHEREAS, the Authority is a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. § 5601 *et seq.*, as amended and supplemented; and

WHEREAS, the Authority heretofore acquired and constructed a sewage collection and transportation system, including related and necessary facilities, in and for rendering sewer service in and for a portion of the Township, all of which facilities constitute part of the Sewer System, as such term is defined in the Existing Lease, hereinafter identified, and referred to herein; and

WHEREAS, the Authority, as lessor, heretofore entered into an Agreement of Lease, dated March 3, 2011, as revised on January 30, 2012 (the "**Existing Lease**"), with the Township, as lessee, pursuant to which the Sewer System, as defined in the Existing Lease, was leased to the Township, for use and operation upon terms and conditions therein specified; and

WHEREAS, the Authority and the Township desire to undertake a project consisting of financing certain additions, improvements and renovations to the Sewer System, including, but not limited to (i) the acquisition, construction, installation and equipping of a new sewer screw press, and (ii) the replacement, renovation, construction and installation of rerouting the sewer line along Shanks Church Road in the Township (the "**Project**"); and

WHEREAS, the Authority has determined that the estimated costs and expenses of the Project is approximately \$3,300,000; and

WHEREAS, in order to finance the costs of the Project, the Authority has determined to issue its Guaranteed Sewer Revenue Note, Series of 2014, in the maximum principal amount of \$3,300,000 (the "**Note**"), under and pursuant to a Loan Agreement, dated June 27, 2014 (the "**Loan Agreement**"), between the Authority and the Bank; and

WHEREAS, the Note will be secured by, among other things, a pledge and assignment to the Bank of the Receipts and Revenues from the Sewer System, including all rentals and other sums payable by the Township pursuant to the Existing Lease, as further supplemented by a Supplemental Agreement of Lease (the "**Supplemental Lease Agreement**" and together with the Existing Lease, collectively, the "**Lease**"), between the Authority and the Township; and

WHEREAS, the Township, as an inducement to the Bank, and to any and all subsequent owners of the Note, to purchase the Note, and thereby to achieve interest cost and other savings, has determined

to guarantee the payment of principal of and interest on the Note, when due, pursuant to this Guaranty, all as permitted by and in accordance with the terms and conditions of the Debt Act; and

WHEREAS, the parties hereto desire to set forth the terms and conditions under and pursuant to which the Note shall be guaranteed by the Township and other related matters.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I Definitions

Section 1.01. Terms and Phrases. In addition to the terms and phrases which may be elsewhere defined in this Guaranty, terms and phrases defined in this Section 1.01, for all purposes of this Guaranty, as herein defined, shall have the meanings herein specified, unless the context clearly otherwise requires:

“Act” shall mean the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. § 5601 *et seq.*, as amended and supplemented.

“Board” shall mean, at any given time, the governing body of the Authority.

“Board of Supervisors” shall mean the governing body of the Township.

“Debt Service” shall mean, with respect to any Fiscal Year, the amounts required to pay principal of and interest on the Note (which is not to be paid from amounts on deposit and available in any sinking fund or redemption, retirement or similar fund or account) during such Fiscal Year.

“Fiscal Year” shall mean the fiscal year of the Township as provided by laws of the Commonwealth.

“Guaranty” shall mean this agreement and all modifications, alterations, amendments and supplements hereto made and delivered in accordance with the provisions hereof, which phrase sometimes is referred to in this document by use of such words as "hereto," "hereby," "herein," "hereof" or "hereunder."

“Interest Payment Date” shall mean, as to the Note, each May 1 and November 1, as applicable, commencing on November 1, 2014.

ARTICLE II Representations and Warranties of the Township

Section 2.01. Representations and Warranties. The Township represents and warrants that:

(a) The Township is a municipal corporation of the Commonwealth and is a “local government unit” under provisions of the Debt Act;

(b) The Township possesses all requisite power and authority under laws of the Commonwealth to enter into and to perform all the covenants and agreements set forth in this Guaranty;

(c) The Township has duly authorized all necessary action on its part to enter into this Guaranty, pursuant to proper and necessary official action of its Board of Supervisors in accordance with laws of the Commonwealth;

(d) The Township, in entering into this Guaranty, is incurring lease rental debt pursuant to the terms and conditions of the Debt Act; and the Township has taken all proper proceedings pursuant to the Debt Act and has obtained all approvals required to be obtained in connection with the execution and delivery of this Guaranty.

ARTICLE III

Covenants and Agreements of the Authority and the Township

Section 3.01. Full and Prompt Payment. The Township hereby guarantees, unconditionally and irrevocably, to the Bank for the benefit of registered owner or owners, from time to time, of the Note, the full and prompt payment of the Debt Service when and as such shall be due and payable, in accordance with the terms and conditions of this Guaranty. The Debt Service to be guaranteed by the Township pursuant to this Guaranty shall not exceed the amounts set forth in Exhibit A, attached hereto and incorporated herein. Nothing contained in this Guaranty shall in any way be construed to imply that the Township shall be or become liable or responsible for any other debt or obligation of the Authority.

Section 3.02. Costs, Fees, Expenses and Charges. Except as may be expressly provided herein or elsewhere, the Township shall not be responsible or liable to the Authority or the Bank for the payment of any other costs, fees, expenses or charges arising in connection with the issuance and sale of the Note, or the enforcement of any rights of the Authority against any other person.

Section 3.03. Manner of Payment. All payments required to be made by the Township under this Guaranty shall be made in lawful money of the United States of America at the designated office of the Bank and at the times specified in the Note for the payment of Debt Service on the Note.

Section 3.04. Separate Causes of Action. Each and every default in payment of Debt Service shall give rise to a separate cause of action under this Guaranty and separate suits may be instituted pursuant to this Guaranty, from time to time, as each cause of action shall arise.

Section 3.05. Amounts to be Included in Budget. The Township covenants to and with the Bank, the Authority and the registered owners, from time to time, of the Note that the Township shall (a) include the amounts payable in respect of this Guaranty for each Fiscal Year in which such sums are payable in its budget for that Fiscal Year, and (b) appropriate such amounts from its general revenues for payment to the Bank of its obligations hereunder, and (c) duly and punctually pay or cause to be paid from any of its revenues or funds to the Bank such amounts, payable in respect of this Guaranty, at the times and in the manner provided for herein, at the designated office of the Bank, according to the true intent and meaning hereof. For such budgeting, appropriation and payment, the Township pledges its full faith, credit and taxing power. As provided in the Debt Act, this covenant shall be enforceable specifically against the Township.

Section 3.06. Obligations of Township Absolute and Unconditional. The obligations of the Township under this Guaranty shall be absolute, irrevocable and unconditional, irrespective of any other agreement or instrument to which the Township shall be a party, and shall remain in full force and effect until all Debt Service during each Fiscal Year in which the Note remains outstanding shall have been paid or shall have been provided for and such obligations of the Township shall not be affected, modified, diminished or impaired upon the happening, from time to time, of any event, including, without

limitation, any of the following (whether or not with notice to or the consent of the Township in accordance with the provisions hereof) unless such notice or consent is required hereunder:

(a) The failure of the Authority otherwise to perform any obligation contained in this Guaranty or in any other agreement, for any reason whatsoever, including, without limiting the generality of the foregoing, the occurrence of an insufficiency of funds, negligence or willful misconduct on the part of the Authority or its agents, employees or independent contractors, legal action of any nature which shall prohibit the operations of the Authority, labor disputes, war, insurrection, natural catastrophe or laws, rules or regulations of any body, governmental or otherwise, having proper jurisdiction;

(b) The failure of the Authority or the Bank to give notice to the Township of the occurrence of a default under terms and provisions of this Guaranty, the Loan Agreement or the Lease;

(c) The validity, enforceability or termination of the Loan Agreement;

(d) The neglect or failure of the Authority to exercise or to preserve any rights or rights of action against any party, person or property;

(e) The failure of the Authority to have enforced, on prior appropriate occasions, any right or right of action against any party, person or property;

(f) The compromise, settlement, release, alteration, indulgence or any other change or modification of any obligation or liability of the Authority under the Lease or the Loan Agreement, regardless of the nature of such obligation or liability and regardless of the extent to which such obligation or liability shall have been modified, compromised or otherwise changed;

(g) The waiver of the payment, performance or observance by the Authority or the Township of any obligations, covenants or agreements contained in the Lease or this Guaranty;

(h) The extension of the time for payment of the Debt Service on the Note or any part thereof owing or payable under this Guaranty or of the time for performance of any other obligations, covenants or agreements under or arising out of the Lease or this Guaranty;

(i) The waiver by the Township, or the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement of the Authority set forth in the Lease;

(j) The taking of, or the omission to take, any action referred to in the Lease, the Loan Agreement or this Guaranty;

(k) Any failure, omission or delay on the part of the Authority to enforce, to assert or to exercise any right, power or remedy conferred upon or vested in the Authority hereunder or under the Loan Agreement or the Lease, or to enforce, to assert or to exercise any other right, or rights on the part of the Authority or any owner, at any time or from time to time, of the Note;

(l) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustments or other similar proceedings relating to the Township or the

Authority or any of the assets of either, or any allegation or contest of the validity of this Guaranty in any such proceeding;

(m) The release or discharge of the Township, to the extent permitted by law, from performance or observance of any obligation, covenant or agreement contained in this Guaranty, by operation of law;

(n) The default or failure of the Township fully to perform any of its obligations set forth in this Guaranty;

(o) Any failure by the Authority to comply with any of the covenants, agreements or undertakings set forth herein or in the Lease or the Loan Agreement or any breach by the Authority of any representation or warranty set forth herein or in the Lease or Loan Agreement; and

(p) The voluntary or involuntary repossession or surrender of the Sewer System.

Section 3.07. Obligations of Township Not Affected by Bankruptcy, Reorganization or Similar Arrangements and Proceedings. The obligations of the Township hereunder shall not be affected by any bankruptcy, arrangement of creditors, reorganization or other similar proceedings of the Authority or the Township; and, to the extent applicable, the Township specifically waives any right or benefit which could accrue to it by reason of any such proceeding and agrees that the same shall not affect the liability of the Township hereunder, regardless of the effect that such proceedings may have with respect to the obligations of the Authority.

Section 3.08. Obligations of Township Not Subject to Setoff, Counterclaims, etc. The obligations of the Township hereunder shall not be subject to any setoff, counterclaim or defense resulting from any breach or any alleged breach by the Authority of any obligation to the Township, whether said obligation arises under this Guaranty, the Lease or from any other transaction between the Authority and the Township, regardless of the nature of such transaction, or otherwise.

Section 3.09. Bank Authorized to Proceed. In the event of a default in payment of Debt Service on the Note when and as the same shall become due and payable, whether at the stated maturity thereof or by acceleration or by redemption, the Bank may proceed directly against the Township without proceeding against or exhausting any other remedies which it may have against the Authority or its assets under the Loan Agreement.

The Township agrees to pay all costs, fees and expenses, including, to the extent permitted by law, all court costs and reasonable attorney fees and expenses which may be incurred by the Bank in enforcing or attempting to enforce this Guaranty against it, following any default on the part of the Township hereunder, whether the same shall be enforced by suit or otherwise.

Section 3.10. Waiver of Notice of Reliance. The Township expressly waives notice, in writing or otherwise, from the Bank or any other registered owners, at any time or from time to time, of the Note of their acceptance and reliance upon this Guaranty.

Section 3.11. Enforcement by Third Parties. This Guaranty is entered into by the Township for the benefit of the Bank and any other registered owners, from time to time, of the Note, all of whom shall be entitled to enforce performance and observance hereof by the Township to the same extent as if they were parties signatory hereto, in accordance with the laws of the Commonwealth.

Section 3.12. Separate or Cumulative Enforcement. Terms of this Guaranty may be enforced as to any one or more breaches, either separately or cumulatively.

Section 3.13. Payment by Township. In the event that the Authority shall determine that it shall have insufficient funds to pay the Debt Service on the Note, when due, the Authority shall immediately give written notice of such deficiency to the Township, which notice shall specify the amount of the deficiency and shall instruct the Township to make a deposit with the Bank of the specified amounts not later than the Interest Payment Date to which such payment applies.

Section 3.14. Discharge of Obligations. Anything contained in this Guaranty to the contrary notwithstanding, except as provided herein with respect to expenses incurred in connection with the enforcement hereof, the obligations of the Township hereunder shall be satisfied in full and discharged when (a) the principal of and interest on the Note have been paid or provided for as specified in the Note, and (b) the Note shall have been discharged in accordance with its terms.

ARTICLE IV Miscellaneous

Section 4.01. Increased Obligations of Township; Amendment. No amendment, change, modification, alteration or termination of the Note shall be effective which would in any way increase obligations of the Township under this Guaranty, without obtaining the prior written consent of the Township (such consent to be given by the Township pursuant to an ordinance duly enacted by the Board of Supervisors).

Section 4.02. Time When Obligations Arise. Obligations of the Township hereunder shall arise absolutely, irrevocably and unconditionally when the Note shall have been issued, sold and delivered by the Authority.

Section 4.03. Authority to Punctually Perform. The Authority covenants with the Township that it will duly and punctually perform every covenant and agreement undertaken by the Authority under the Note and the Loan Agreement.

Section 4.04. Remedies of Bank. In the event of default by the Township in the punctual discharge of its obligations hereunder, the Bank shall be entitled to exercise such remedies as are provided under the Debt Act, together with any other remedies which otherwise may be provided at law or in equity or by other statutes.

Section 4.05. Cumulative Remedies; Waiver. No remedy conferred upon or reserved to the Authority or the Bank hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised, from time to time, and as often as may be deemed expedient. In order to entitle the Authority and/or the Bank to exercise any remedy reserved in this Guaranty, it shall not be necessary to give any notice, other than such notice as herein expressly may be required. In the event any provision contained in this Guaranty should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification hereof shall be established by conduct, custom or course of dealing, but shall be established solely by an instrument, in writing, duly executed by the appropriate parties. Notwithstanding any other provision

hereof to the contrary, no recourse shall be had for the payment of the principal of or interest on the Note, or for any claim based hereon or on the Ordinance of the Township authorizing and approving the execution and delivery of this Guaranty, against any member, officer or employee, past, present or future, of the Township or of any successor body, as such, either directly or through the Township or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Guaranty.

Section 4.06. Entire Agreement; Multiple Counterparts. This Guaranty constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and this Guaranty may be executed, simultaneously, in multiple counterparts, each of which counterparts, together, shall constitute but one and the same instrument.

Section 4.07. Severability. The provisions of this Guaranty shall be severable; and in the event of the invalidity or unenforceability of any one or more phrases, sentences, clauses, Articles, Sections or parts contained in this Guaranty, such invalidity or unenforceability shall not affect the validity or enforceability of remaining portions of this Guaranty or any remaining parts thereof.

Section 4.08. Amendment. This Guaranty may be amended and/or supplemented, from time to time, by a written document duly executed by the parties hereto; provided, however, that no amendment and/or supplement shall be made which shall diminish or discontinue the obligations of the Township.

Section 4.09. Choice of Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the Commonwealth.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound, pursuant to proper authorization of their respective governing bodies, each causes this Guaranty to be executed by its respective duly authorized officer or officers and to be attested by its respective duly authorized officer and its respective official or corporate seal to be affixed to this Guaranty, all as of the day and year first above written.

**TOWNSHIP OF ANTRIM, FRANKLIN
COUNTY, PENNSYLVANIA**

Attest: _____
Secretary

(SEAL)

By: _____
(Vice) Chairman, Board of Supervisors

**ANTRIM TOWNSHIP MUNICIPAL
AUTHORITY**

Attest:

(Assistant) Secretary

(SEAL)

By: _____
(Vice) Chairman

**FARMERS AND MERCHANTS TRUST
COMPANY OF CHAMBERSBURG**

By: _____
Authorized Officer

Date of Execution and Delivery: June 27, 2014

EXHIBIT C

MAXIMUM ANNUAL
DEBT SERVICE SCHEDULE

\$3,300,000

ANTRIM TOWNSHIP MUNICIPAL AUTHORITY
 GUARANTEED SEWER REVENUE NOTE, SERIES OF 2014

1	2	3	4	5	6	7	8	9
No.	Payment Date	Beginning Balance	Rate	Interest	Principal	Total Debt Service	Fiscal Year	Max Annual Debt Service Requirements
	6/27/14	3,300,000.00						
1	11/1/14	3,300,000.00	2.260%	25,688.67	-	25,688.67	2014	25,688.67
2	5/1/15	3,300,000.00	2.260%	37,290.00	-	37,290.00		
3	11/1/15	3,300,000.00	2.260%	37,290.00	-	37,290.00	2015	74,580.00
4	5/1/16	3,300,000.00	2.260%	37,290.00	-	37,290.00		
5	11/1/16	3,300,000.00	2.260%	37,290.00	74,792.25	112,082.25	2016	149,372.25
6	5/1/17	3,225,207.75	2.260%	36,444.85	75,637.40	112,082.25		
7	11/1/17	3,149,570.35	2.260%	35,590.14	76,492.11	112,082.25	2017	224,164.50
8	5/1/18	3,073,078.24	2.260%	34,725.78	77,356.47	112,082.25		
9	11/1/18	2,995,721.78	2.260%	33,851.66	78,230.59	112,082.25	2018	224,164.50
10	5/1/19	2,917,491.18	2.260%	32,967.65	79,114.60	112,082.25		
11	11/1/19	2,838,376.58	2.260%	32,073.66	80,008.59	112,082.25	2019	224,164.50
12	5/1/20	2,758,367.99	2.260%	31,169.56	80,912.69	112,082.25		
13	11/1/20	2,677,455.30	2.260%	30,255.24	81,827.01	112,082.25	2020	224,164.50
14	5/1/21	2,595,628.29	2.260%	29,330.60	82,751.65	112,082.25		
15	11/1/21	2,512,876.64	3.930%	49,378.03	74,979.64	124,357.67	2021	236,439.92
16	5/1/22	2,437,897.00	3.930%	47,904.68	76,452.99	124,357.67		
17	11/1/22	2,361,444.00	3.930%	46,402.37	77,955.30	124,357.67	2022	248,715.34
18	5/1/23	2,283,488.71	3.930%	44,870.55	79,487.12	124,357.67		
19	11/1/23	2,204,001.59	3.930%	43,308.63	81,049.04	124,357.67	2023	248,715.34
20	5/1/24	2,122,952.55	3.930%	41,716.02	82,641.65	124,357.67		
21	11/1/24	2,040,310.90	3.930%	40,092.11	84,265.56	124,357.67	2024	248,715.34
22	5/1/25	1,956,045.34	3.930%	38,436.29	85,921.38	124,357.67		
23	11/1/25	1,870,123.96	3.930%	36,747.94	87,609.73	124,357.67	2025	248,715.34
24	5/1/26	1,782,514.23	3.930%	35,026.40	89,331.27	124,357.67		
25	11/1/26	1,693,182.96	3.930%	33,271.05	91,086.62	124,357.67	2026	248,715.34
26	5/1/27	1,602,096.34	3.930%	31,481.19	92,876.48	124,357.67		
27	11/1/27	1,509,219.86	3.930%	29,656.17	94,701.50	124,357.67	2027	248,715.34
28	5/1/28	1,414,518.36	3.930%	27,795.29	96,562.38	124,357.67		
29	11/1/28	1,317,955.97	3.930%	25,897.83	98,459.84	124,357.67	2028	248,715.34
30	5/1/29	1,219,496.14	3.930%	23,963.10	100,394.57	124,357.67		
31	11/1/29	1,119,101.57	3.930%	21,990.35	102,367.32	124,357.67	2029	248,715.34
32	5/1/30	1,016,734.24	3.930%	19,978.83	104,378.84	124,357.67		
33	11/1/30	912,355.40	3.930%	17,927.78	106,429.89	124,357.67	2030	248,715.34
34	5/1/31	805,925.52	3.930%	15,836.44	108,521.23	124,357.67		
35	11/1/31	697,404.28	3.930%	13,703.99	110,653.68	124,357.67	2031	248,715.34
36	5/1/32	586,750.61	3.930%	11,529.65	112,828.02	124,357.67		
37	11/1/32	473,922.59	3.930%	9,312.58	115,045.09	124,357.67	2032	248,715.34
38	5/1/33	358,877.49	3.930%	7,051.94	117,305.73	124,357.67		
39	11/1/33	241,571.77	3.930%	4,746.89	119,610.78	124,357.67	2033	248,715.34
40	5/1/34	121,960.98	3.930%	2,396.53	121,960.98	124,357.52		
	11/1/34	-		-	-	-	2034	124,357.52
Totals				1,191,680.43	3,300,000.00	4,491,680.43		4,491,680.43

* Assumes the maximum rate of 3.93% during the variable rate period.

CERTIFICATE

I, the undersigned Secretary of the Township of Antrim, Franklin County, Pennsylvania (the "Township"), certify that the foregoing is a true and correct copy of an Ordinance of the Township which was duly enacted by affirmative vote of a majority of the members of the Board of Supervisors of the Township at a meeting duly held on May 27, 2014; that said Ordinance has been duly recorded in the Ordinance Book of the Township; that said Ordinance was published as required by law; and that said Ordinance remains in effect, unaltered and unamended, as of the date of this Certificate.

I further certify that the Township met the public notice requirement of the Sunshine Act, 65 Pa. C.S. § 701 *et seq.*, by advertising the place, date and time of said meeting in a newspaper of general circulation, and by posting a notice of the place, date and time of said meeting at the meeting place of the Board of Supervisors of the Township, and by giving notice to parties upon request as required under Section 709 of said Act.

IN WITNESS WHEREOF, I affix my hand and the official seal of the Township, this 27th day of May, 2014.

(SEAL)

Secretary

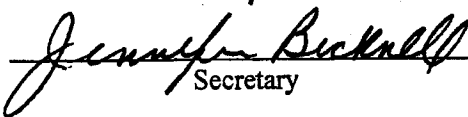
CERTIFICATE

I, the undersigned Secretary of the Township of Antrim, Franklin County, Pennsylvania (the "Township"), certify that the foregoing is a true and correct copy of an Ordinance of the Township which was duly enacted by affirmative vote of a majority of the members of the Board of Supervisors of the Township at a meeting duly held on May 27, 2014; that said Ordinance has been duly recorded in the Ordinance Book of the Township; that said Ordinance was published as required by law; and that said Ordinance remains in effect, unaltered and unamended, as of the date of this Certificate.

I further certify that the Township met the public notice requirement of the Sunshine Act, 65 Pa. C.S. § 701 *et seq.*, by advertising the place, date and time of said meeting in a newspaper of general circulation, and by posting a notice of the place, date and time of said meeting at the meeting place of the Board of Supervisors of the Township, and by giving notice to parties upon request as required under Section 709 of said Act.

IN WITNESS WHEREOF, I affix my hand and the official seal of the Township, this 27th day of May, 2014.




Secretary