

**ORDINANCE NO. 05  
OF THE BOARD OF SUPERVISORS  
OF THE  
TOWNSHIP OF DERRY,  
DAUPHIN COUNTY, PENNSYLVANIA**

TO AUTHORIZE AND DIRECT THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE TOWNSHIP OF DERRY, DAUPHIN COUNTY, PENNSYLVANIA (THE "TOWNSHIP") IN THE MAXIMUM PRINCIPAL AMOUNT OF \$3,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO (1) FINANCE THE PURCHASE OF FIRE TRUCKS, POLICE VEHICLES, AND PUBLIC WORKS EQUIPMENT FOR USE BY THE TOWNSHIP (THE "CAPITAL PROJECT"), AND (2) PAY THE COST OF ISSUING THE NOTE OR ANY OR ALL OF THE SAME; STATING THAT REALISTIC COST ESTIMATES HAVE BEEN MADE FOR THE CAPITAL PROJECT, AND STATING THE ESTIMATED PROJECT COMPLETION DATE; STATING THE REALISTIC ESTIMATED USEFUL LIFE OF THE CAPITAL PROJECT FOR WHICH SAID NOTE IS ISSUED; DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND BORROWING BASE CERTIFICATE; COVENANTING THAT THE TOWNSHIP SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PROMPT AND FULL PAYMENT OF THE NOTE; SETTING FORTH THE SUBSTANTIAL FORM OF THE NOTE; AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITORY, PAYING AGENT AND REGISTRAR AND STATING A COVENANT AS TO PAYMENT OF PRINCIPAL AND INTEREST WITHOUT DEDUCTION FOR CERTAIN TAXES; PROVIDING FOR THE EXECUTION, DELIVERY AND AUTHENTICATION OF THE NOTE AND THE DISPOSITION OF THE PROCEEDS THEREOF; AWARDED SUCH NOTE AT A PRIVATE SALE UPON INVITATION AND STATING THAT SUCH SALE IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; CREATING A SINKING FUND AND APPROPRIATING ANNUAL AMOUNTS FOR THE PAYMENT OF DEBT SERVICE ON THE NOTE; AUTHORIZING AND DIRECTING THE PROPER OFFICERS

OF THE TOWNSHIP TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; UNDERTAKING CERTAIN TAX COVENANTS WITH REGARD TO THE NOTE; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO DO ALL THINGS NECESSARY TO CARRY OUT THE ORDINANCE; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO PAY ISSUANCE COSTS; AUTHORIZING INCIDENTAL ACTIONS; RESCINDING INCONSISTENT ORDINANCES; AND STATING THE EFFECTIVE DATE.

The Board of Supervisors (the “Governing Body”) of the Township of Derry, County of Dauphin, Pennsylvania (the “Township”), pursuant to the Pennsylvania Local Government Unit Debt Act, 53 Pa. Cons. Stat. § 8001 *et seq.*, as amended (the “Act”) hereby ORDAINS AND ENACTS as follows:

**Section 1. Incurrence of Debt; Amount and Purpose of the Note; Realistic Cost Estimates; Estimated Project Completion Date.** The Governing Body of the Township hereby authorizes and directs the incurring of non-electoral debt through the issuance of its General Obligation Note, Series of 2022 (the “Note”) of the Township in the maximum principal amount of Three Million Dollars (\$3,000,000) to provide funds to (i) finance the purchase of fire trucks, police vehicles, and public works equipment for use by the Township (the “Capital Project”); and (ii) pay the costs of issuing the Note ((i) through (ii) are referred to collectively as the “Project”).

Realistic cost estimates have been obtained for the Capital Project through estimates made by qualified persons, as required by Section 8006 of the Act.

The Township hereby reserves the right to undertake components of the Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Note and other available moneys to the final costs of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Note shall be used solely to pay the “costs,” as defined in the Act, of the Project described herein or, upon appropriate amendment hereto, to pay the costs of other Project for which the Township is authorized to incur indebtedness.

The estimated completion date for the Capital Project is May 31, 2024.

The first stated principal installment of the Note shall be made within the later of two years from the date of issue or one year following such estimated completion date of the Capital Project in compliance with Section 8142(c) of the Act.

**Section 2. Realistic Estimated Useful Life.** Components of the Capital Project have useful lives ranging from in excess of ten (10) years to in excess of twenty (20) years. The principal amount of the Note equal to the separate cost of the Capital Project having a shorter

useful life than the period during the Note will be outstanding has been scheduled to mature prior to the end of such useful life, and the balance prior to the end of the longest useful life.

**Section 3. Debt Statement and Borrowing Base Certificate.** The Chairman or Vice Chairman of the Township or any one of them, and/or any other duly authorized or appointed officer of the Township (“Proper Officers”), are hereby authorized and directed to prepare and certify a debt statement required by Section 8110 of the Act and a Borrowing Base Certificate.

**Section 4. Covenant to Pay Note.** It is covenanted with the holder or holders of the Note that the Township shall (i) include the amount of the debt service for the Note for each fiscal year in which the sums are payable in its budget for that year; (ii) appropriate those amounts from its general revenues for the payment of the debt service; and (iii) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of, and the interest on, the Note at the dates and places and in the manner stated in the Note according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township pledges its full faith, credit and taxing power. The covenant contained in this **Section 4** shall be specifically enforceable.

**Section 5. Form of Note; Description of Note.** The Note is substantially in the form set forth in Exhibit A, attached hereto. The Note shall be in registered form, without coupons, and shall be numbered in such manner as may be satisfactory to the Township and the Purchaser (as such term is defined in **Section 7**, below). So long as the Note is held by the Purchaser and its participating bank or banks, if any, the Note shall not require numbering as recommended by the Committee on Uniform Security Identification Procedures (“CUSIP”).

The Note shall be issued in the maximum principal amount of \$3,000,000, shall be dated the date of its issuance, and shall bear interest, until maturity or prior prepayment, at the rate or rates per annum, and shall mature in the amounts and in certain years, all as set forth as Exhibit B attached hereto and made a part hereof. The Note shall be issued in certificated form in the form of a single certificate for the entire principal amount of the Note with one maturity date and annual principal payments. The full principal amount of the Note shall be advanced by the Purchaser on the date of issuance hereof.

If the date for payment of the principal of, or interest on, the Note is not a business day, then the date of such payment shall be the next succeeding day which is a business day. Payment on such subsequent business day shall have the same force and effect as if made on the nominal date of payment. A business day shall be any day in which the Paying Agent is not authorized by law or under lawful authority to be closed.

The principal of and interest on the Note shall be payable in lawful money of the United States of America at the offices of the Paying Agent.

The Township shall have the right to prepay all principal and interest on the Note pursuant to the terms set forth in the Note.

**Section 6. Execution, Delivery and Authentication of Note; Disposition of Proceeds.** The Note shall be executed by the manual or facsimile signature of a Proper Officer

and shall have the corporate seal of the Township or a facsimile thereof impressed thereon, duly attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Township and such officers are hereby authorized and directed to execute the Note in such manner. In case any official of the Township whose manual or facsimile signature shall appear on the Note shall cease to be such official before the authentication of the Note, such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes the same as if such official had remained in office until authentication; and the Note may be signed on behalf of the Township, even though at the date of authentication of such Note such person was not an official. The Proper Officers are authorized and directed to deliver, or cause to be delivered, the Note to the Purchaser as purchaser thereof against the full balance of the purchase price therefor.

**Section 7. Manner of Sale; Award of Note.** The Governing Body of the Township after due deliberation and investigation has found that a sale by invitation is in the best financial interest of the Township and based upon such finding the Governing Body of the Township hereby awards the Note to S&T Bank, a North Carolina state bank (the "Purchaser"), for its own account, upon the terms set forth in its proposal for purchase of the Note dated as of October 6, 2022 (the "Purchase Contract"), a copy of which is attached hereto and made a part hereof. Such details are hereby approved. The purchase price of the Note shall be \$3,000,000, equal to 100% of the maximum principal amount of the Note, and the maximum interest rate on the Note shall be 6.50%.

**Section 8. Appointment of Sinking Fund Depository; Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service.** The Proper Officers of the Township are hereby authorized and directed to contract with the Purchaser, or such other banking institution located in Pennsylvania to be determined by the Proper Officers (in such capacity, the "Paying Agent") for its services as sinking fund depository, paying agent and registrar with respect to the Note. There is hereby established a separate sinking fund for the Township designated as "Sinking Fund – Township of Derry – Series of 2022" (the "Sinking Fund") and into the Sinking Fund there shall be paid, when and as required, all moneys necessary to pay the debt service on the Note, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Note and to the principal thereof at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid. The Paying Agent as sinking fund depository shall, as and when said payments are due, without further action by the Township, withdraw available monies in the Sinking Fund and apply said monies to the payment of the principal of and interest on the Note.

The amounts set forth in Exhibit C attached hereto and made a part hereof shall be pledged in each of the fiscal years shown in Exhibit C to pay the maximum debt service on the Note, and such amounts are annually hereby appropriated to the Sinking Fund for the payment thereof.

**Section 9. Debt Proceedings.** The Secretary or Assistant Secretary of the Township is hereby authorized and directed to certify to and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized

hereunder, including the debt statement and borrowing base certificate referred to hereinabove, as well as any certificate excluding such debt as subsidized or self-liquidating debt of the Township (which may be filed simultaneously with the proceedings taken in connection with the increase of debt or at such other time as determined by the Township), and to pay the filing fees necessary in connection therewith.

**Section 10. Tax Covenants and Representations.** So long as the Note is outstanding, the Township hereby represents and covenants that:

(1) The Township shall make no use of the proceeds of the Note during the term thereof which would cause such Note to be an “arbitrage bond” within the meaning of section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and shall comply with the requirements of all Code sections necessary to ensure that the Note is described in Code section 103(a) and not described in Code section 103(b) throughout the term of the Note.

(2) If and to the extent the Township is required to remit any amounts to the United States pursuant to Code section 148(f) (the “Rebate Amounts”) in order to cause the Note not to be an arbitrage bond, the Township will remit the Rebate Amounts at such times and in the manner required by Code section 148(f) and the regulations thereunder. The obligation to remit the Rebate Amounts and to comply with all other requirements of this **Section 10** shall survive the defeasance and payment in full of the Note.

(3) The Township shall file IRS Form 8038-G and any other forms or information required by the Code with respect to the Note to be filed in order to permit the interest on the Note to be excluded from gross income for federal income tax purposes.

(4) In order to ensure that the registered owner or owners of the Note, if they are financial institutions, will not be subject to certain provisions of the Code as a result of acquiring and carrying the Note, the Township hereby designates the Note as a “qualified tax-exempt obligation,” within the meaning of Code section 265(b)(3)(B), and the Township hereby covenants that it will take such steps as may be necessary to cause the Note to continue to be an obligation described in such Code section during the period in which the Note is outstanding. The Township represents that it has not issued, and does not reasonably anticipate issuing, tax-exempt obligations which, when combined with the Note, will result in more than \$10,000,000 of tax-exempt obligations being issued in the calendar year in which the Note is issued. For purposes only of the foregoing sentence, the term “tax-exempt obligations” shall include any “qualified 501(c)(3) bond,” as defined in Code section 145, but shall not include any other “private activity bond,” as defined in Code section 141(a), any obligation which would be an “industrial development bond” or a “private loan bond” as defined in sections 103(b)(2) and 103(o)(2)(a) of the Internal Revenue Code of 1954, as amended, but for the fact that it is issued pursuant to section 1312, 1313, 1316(g) or 1317 of the Tax Reform Act of 1986, or any obligation issued to currently refund any obligation to the extent the amount thereof does not exceed the outstanding amount of the refunded obligation.

**Section 11. Note Register, Registrations and Transfer.** The Township shall cause to be kept at the office of the Paying Agent a register for the Note (the “Note Register”) in

which, subject to such reasonable regulations as it may prescribe, the Township shall provide for the registration of the Note and the registration of transfers thereof. No transfer or exchange of the Note shall be valid unless made at such office and registered in the Note Register. A Note Register shall be attached to the Note as part of the Note.

The Note, upon any registration of transfer, shall be a valid obligation of the Township, evidencing the same debt and entitled to the same benefits under this Ordinance as the Note surrendered for such registration of transfer.

The Note, if presented or surrendered for registration of transfer, shall be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the Township and the Note Register, duly executed by the registered owner thereof or his duly authorized agent or legal representative.

No service charge shall be made for any transfer of the Note, but the Township may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note.

The Township shall not be required to: (a) issue, or register the transfer of, the Note during a period of fifteen (15) business days before any payment of principal or interest under the Note or any date of selection for prepayment of the Note, if applicable; or (b) register the transfer of the Note after it has been selected for prepayment, in whole or in part.

**Section 12. Settlement Account.** The Township hereby establishes with the Paying Agent a special fund to be known as the “Township of Derry – 2022 Note Settlement Account” (the “Settlement Account”). The Settlement Account shall be held in trust for the benefit of the Township until disbursed in accordance with the provisions hereof. The Township shall deliver the proceeds derived from the initial draw on the Note to the Paying Agent for deposit in the Settlement Account. The Paying Agent shall disburse, transfer or deposit such proceeds as directed in the Closing Receipt. Additional draws on the Note shall be made by the Township from time to time in accordance with the provisions of the Note upon submission by the Township of a written requisition to the Purchaser in the form attached hereto as Exhibit D.

**Section 13. Appointment of Bond Counsel.** The Township hereby appoints McNeese Wallace & Nurick LLC, Harrisburg, Pennsylvania, as bond counsel for the Note.

**Section 14. Incidental Actions.** The Proper Officers of the Township are hereby authorized, directed and empowered on behalf of the Township to execute any and all papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the provisions of this Ordinance, and the issuance and delivery of the Note.

**Section 15. Payment of Issuance Costs.** The Proper Officers of the Township are hereby authorized and directed to pay the costs of issuing the Note at the time of delivery of the Note to the Purchaser.

**Section 16. Contract with Noteholder.** This Ordinance constitutes a contract with the registered owners of the Note from time to time outstanding hereunder and shall be

enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

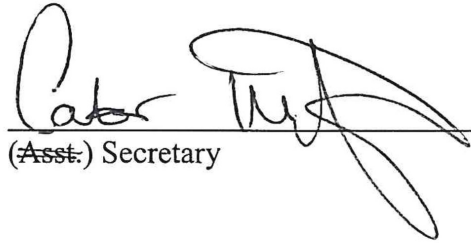
**Section 17. Rescinding Inconsistent Ordinances.** All ordinances or parts of ordinances inconsistent herewith be and the same hereby are rescinded, cancelled and annulled.

**Section 18. Severability.** In the case any one or more of the provisions of this Ordinance shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance, and this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

**Section 19. Effective Date.** This Ordinance shall become effective on the earliest date permitted by the Act.

I HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance duly enacted by the affirmative vote of a majority of the members of the Governing Body of the Township, at a public meeting held the 11<sup>th</sup> day of October, 2022; that proper notice of such meeting was duly given as required by law; and that said Ordinance has been duly entered upon the Minutes of said Governing Body, showing how each member voted thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Township this 11<sup>th</sup> day of October, 2022.

  
\_\_\_\_\_  
(~~Asst.~~) Secretary

(SEAL)



**EXHIBIT A**

**FORM OF NOTE**

**UNITED STATES OF AMERICA  
COMMONWEALTH OF PENNSYLVANIA  
TOWNSHIP OF DERRY, DAUPHIN COUNTY, PENNSYLVANIA  
GENERAL OBLIGATION NOTE, SERIES OF 2022**

INTEREST <u>RATE</u> %	DATE <u>OF ISSUANCE</u> _____, 2022	MATURITY <u>DATE</u> November 15, 2038
------------------------------	-------------------------------------------	----------------------------------------------

PURCHASER: S&T BANK

PRINCIPAL AMOUNT: THREE MILLION AND 00/100 DOLLARS (\$3,000,000)

The Township of Derry, Dauphin County, Pennsylvania (the “Township”), existing under the laws of the Commonwealth of Pennsylvania, for value received, hereby acknowledges itself indebted and promises to pay to S&T BANK (the “Bank” or “Holder”), or registered assigns, in installments, on the dates and in the amounts set forth on Schedule A, in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

The debt of which this Note is evidence is non-electoral debt pursuant to the Pennsylvania Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.*, as amended (the “Act”). The issuance and sale of this Note to the Purchaser at private sale by invitation has been found and determined by the Township, on the basis of all information available, to be in the best financial interest of the Township.

This Note shall bear interest from the Date of Issuance of this Note on the unpaid balance of principal, payable semiannually on May 15 and November 15 of each year, commencing May 15, 2023, and at maturity or earlier payment, at (i) a fixed rate of interest equal to 4.30% per annum, from the date of its issuance through and including November 15, 2032 (the “Initial Reset Date”), and (ii) a variable rate of interest equal to 79% of the Prime Rate, from the Initial Reset Date through and including the Maturity Date. In no event shall the rate of interest on this Note exceed 6.50%. For purposes hereof, “Prime Rate” shall mean the rate published from time to time as the “prime rate” in the Money Rates table of *The Wall Street Journal*. The Prime Rate does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers.

The interest rate referenced in this Note shall be computed on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months.

Proceeds from this Note shall be available to the Township on a draw down basis through and including May 31, 2024, as follows:

(a) On the date hereof, a portion of the proceeds of the Note in the amount of \$\_\_\_\_\_ (the "Initial Advance") shall be advanced by the Bank to the Township and deposited in the Settlement Account created under the terms of the Ordinance of the Township duly enacted on October 11, 2022 (the "Ordinance") (all capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Ordinance), and the Paying Agent shall make the payments and deposits as set forth in the Closing Receipt pursuant to Section 12 of the Ordinance.

(b) After the date hereof, at any time and from time to time through and including May 31, 2024, upon requisition of the Township in accordance with the Ordinance.

The principal or redemption price of this Note shall be payable upon surrender thereof when due in lawful money of the United States of America at the designated office of the Bank, or the designated office of any additional or appointed alternate or successor paying agent or agents (in such capacity, the "Paying Agent"). If the Paying Agent shall be the holder of this Note, payment of any part of the principal of and interest on this Note by or on behalf of the Township shall be valid and effective to satisfy and discharge fully the obligations of the Township or its paying agent, with respect to such payments of principal and interest. Surrender of this Note shall not be required in order for the holder of this Note to receive payment of principal of and interest on this Note, except final payment thereof on the final maturity shall be made only upon complete surrender hereof to the Paying Agent.

If the date for payment of the principal of or interest on this Note shall be a Saturday, Sunday, legal holiday or on a day on which banking institutions in the Commonwealth of Pennsylvania are authorized or required by law to close, then the date for payment of such principal or interest shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

The principal amount of the Note shall be subject to prepayment prior to maturity, at the option of the Township, as a whole or, from time to time, in part, on any date, upon payment of the principal amount to be redeemed together with accrued interest thereon to the date fixed for prepayment and without any premium or penalty. Any partial prepayment of principal may be credited against such stated installments of principal on this Note as the Township may designate in writing to the Bank at the time of prepayment; otherwise, a partial prepayment shall be applied against the principal installments last, by date, due and payable.

The appropriate officer of the Township shall deposit money sufficient for the payment of the principal of and interest on this Note into a sinking fund before the date of each such payment of principal or interest. Such sinking fund, known as the "Sinking Fund – Township of Derry – Series of 2022," has been established at the office of the Paying Agent at which this Note is payable.

This Note, immediately upon execution and delivery hereof by the Township, shall be registered, both as to principal and interest, in the name of the owner, on records of the Township to be kept for that purpose by the Paying Agent, as paying agent, such registration to be noted hereon by a duly authorized representative of the paying agent on the attached Certificate of Registration. After such registration, no transfer hereof shall be valid unless made by the holder hereof in person, or by a duly authorized attorney, and similarly noted upon the attached Certificate of Registration. Rights of any holder hereof, subsequent to the initial holder hereof, shall not exceed rights of the predecessor holder hereof.

This Note is issued in accordance with the provisions of the Act and by virtue of the Ordinance, and the sworn statement of the duly authorized officers of the Township as appears on record in the office of the Pennsylvania Department of Community and Economic Development, Harrisburg, Pennsylvania. It is hereby certified and recited that all conditions, acts, and things required to exist, to have been performed and to have happened precedent to and in connection with the issuance of this Note do exist, have been performed and have happened and that this Note is within every debt and other limitation prescribed by law.

It is covenanted with the holder this Note that the Township shall (i) include the amount of the debt service for each fiscal year in which the sums are payable in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of debt service, and (iii) duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal hereof and the interest on this Note at the dates and places and in the manner stated in this Note, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township pledges its full faith, credit and taxing power. As provided in the Act, this covenant shall be specifically enforceable; subject, however, as to the enforceability of remedies to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

The obligation of the Township to make payments of principal of and interest on the Note shall be absolute and unconditional, not subject to off-set or defense for any reason.

This Note may be transferred only in accordance with the provisions of the Ordinance.

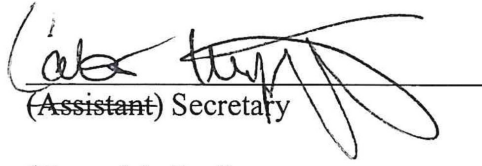
No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Note or the Ordinance shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

This Note is designated as a "qualified tax-exempt obligation," as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the Township has caused this Note to be executed in the Township's name and on its behalf by the manual or facsimile signature of its Chairman or Vice Chairman and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the Date of Issuance.

Attest:

TOWNSHIP OF DERRY,  
Dauphin County, Pennsylvania

  
(Assistant) Secretary

By:   
(Vice) Chairman

(Township Seal)

**SCHEDULE A**  
**(Debt Service Schedule)**

**BOND DEBT SERVICE**

**Derry Township**  
**GO Note, Series of 2022**

Dated Date                    11/11/2022  
Delivery Date                11/11/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/15/2023			65,933.33	65,933.33	
11/15/2023			64,500.00	64,500.00	130,433.33
05/15/2024			64,500.00	64,500.00	
11/15/2024	150,000	4.300%	64,500.00	214,500.00	279,000.00
05/15/2025			61,275.00	61,275.00	
11/15/2025	160,000	4.300%	61,275.00	221,275.00	282,550.00
05/15/2026			57,835.00	57,835.00	
11/15/2026	165,000	4.300%	57,835.00	222,835.00	280,670.00
05/15/2027			54,287.50	54,287.50	
11/15/2027	175,000	4.300%	54,287.50	229,287.50	283,575.00
05/15/2028			50,525.00	50,525.00	
11/15/2028	180,000	4.300%	50,525.00	230,525.00	281,050.00
05/15/2029			46,655.00	46,655.00	
11/15/2029	190,000	4.300%	46,655.00	236,655.00	283,310.00
05/15/2030			42,570.00	42,570.00	
11/15/2030	195,000	4.300%	42,570.00	237,570.00	280,140.00
05/15/2031			38,377.50	38,377.50	
11/15/2031	205,000	4.300%	38,377.50	243,377.50	281,755.00
05/15/2032			33,970.00	33,970.00	
11/15/2032	215,000	4.300%	33,970.00	248,970.00	282,940.00
05/15/2033			44,362.50	44,362.50	
11/15/2033	195,000	6.500%	44,362.50	239,362.50	283,725.00
05/15/2034			38,025.00	38,025.00	
11/15/2034	205,000	6.500%	38,025.00	243,025.00	281,050.00
05/15/2035			31,362.50	31,362.50	
11/15/2035	220,000	6.500%	31,362.50	251,362.50	282,725.00
05/15/2036			24,212.50	24,212.50	
11/15/2036	235,000	6.500%	24,212.50	259,212.50	283,425.00
05/15/2037			16,575.00	16,575.00	
11/15/2037	245,000	6.500%	16,575.00	261,575.00	278,150.00
05/15/2038			8,612.50	8,612.50	
11/15/2038	265,000	6.500%	8,612.50	273,612.50	282,225.00
	3,000,000		1,356,723.33	4,356,723.33	4,356,723.33

**CERTIFICATE OF REGISTRATION  
 NOTICE: NO WRITING HEREON EXCEPT  
 BY PAYING AGENT ON BEHALF OF THE TOWNSHIP**

It is hereby certified that the foregoing Note is registered as to principal and interest as follows:

<u>Name of Registered Owner</u>	<u>Address of Registered Owner</u>	<u>Date of Registration</u>	<u>Paying Agent's Authorized Signature</u>
S&T Bank			

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR EMPLOYER IDENTIFICATION NUMBER OF ASSIGNEE

\_\_\_\_\_

\_\_\_\_\_ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_ attorney to transfer said Note on the books of the within named Paying Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: This signature on this Assignment must correspond with the name as it appears on the Paying Agent's Certificate of Registration in every particular, without alteration or any change whatsoever.

**EXHIBIT B****MAXIMUM PRINCIPAL PAYMENT SCHEDULE**

<b>Maturity Date</b>	<b>Principal Amount</b>
November 15, 2024	\$150,000
November 15, 2025	\$160,000
November 15, 2026	\$165,000
November 15, 2027	\$175,000
November 15, 2028	\$180,000
November 15, 2029	\$190,000
November 15, 2030	\$195,000
November 15, 2031	\$205,000
November 15, 2032	\$215,000
November 15, 2033	\$195,000
November 15, 2034	\$205,000
November 15, 2035	\$220,000
November 15, 2036	\$235,000
November 15, 2037	\$245,000
November 15, 2038	\$265,000



## EXHIBIT C

## MAXIMUM ANNUAL AMOUNTS APPROPRIATED TO SINKING FUND

<u>Year</u>	<u>Amount</u>
2023	\$130,433.33
2024	\$279,000.00
2025	\$282,550.00
2026	\$280,670.00
2027	\$283,575.00
2028	\$281,050.00
2029	\$283,310.00
2030	\$280,140.00
2031	\$281,755.00
2032	\$282,940.00
2033	\$283,725.00
2034	\$281,050.00
2035	\$282,725.00
2036	\$283,425.00
2037	\$278,150.00
2038	\$282,225.00
TOTAL	\$4,356,723.33

EXHIBIT D

FORM OF REQUISITION

S&T BANK  
[ADDRESS LINE 1]  
[ADDRESS LINE 2]

RE: Requisition No. \_\_

On behalf of the Township of Derry (the "Township"), I, the undersigned duly authorized officer of the Township, hereby request that you advance funds to or for the account of the Township from its General Obligation Note, Series of 2022, in accordance with the Ordinance of the Township duly enacted on October 11, 2022, in the following amounts to the following named persons:

<u>Payee</u>	<u>Amount</u>
[Complete]	[Complete]

TOTAL: \$ \_\_\_\_\_

I hereby certify as follows:

1. The nature of the property and amount of the costs of the Capital Project, as such term is defined in the Ordinance, covered by this Requisition are described herein.
2. The amounts requisitioned hereunder (a) are for costs of Capital Project which have not been the basis of a prior or contemporaneous requisition; and (b) are for equipment or other property actually supplied for the Capital Project.
3. The equipment or other property covered by this Requisition has been delivered to the Township and is in accordance in all material respects with all applicable rules and regulations, all applicable grant, reimbursement and insurance requirements; and all permits, licenses and approvals required for the items covered by this Requisition have been obtained.

Date: \_\_\_\_\_

TOWNSHIP OF DERRY,  
DAUPHIN COUNTY, PENNSYLVANIA

By: \_\_\_\_\_