

**TOWNSHIP OF LONDONDERRY**  
**DAUPHIN COUNTY, PENNSYLVANIA**

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**ORDINANCE 2021-02**

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AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF LONDONDERRY, DAUPHIN COUNTY, PENNSYLVANIA (THE "TOWNSHIP") AUTHORIZING THE INCURRENCE OF NONELECTORAL DEBT EVIDENCED BY ITS GUARANTEED REVENUE NOTE (DAUPHIN COUNTY INFRASTRUCTURE BANK), SERIES OF 2021, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$326,956.16 (THE "2021 NOTE"), AS PERMITTED BY AND PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA.C.S. § 8001 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED (THE "DEBT ACT"), FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED FOR AND TOWARD (A) FUNDING ALL OR A PORTION OF THE COST OF A CERTAIN TRANSPORTATION RELATED CAPITAL PROJECT WITHIN THE TOWNSHIP; AND (B) TO PAY ALL OR A PORTION OF THE COSTS OF ISSUANCE OF THE 2021 NOTE (THE "PROJECT"); STATING THAT REALISTIC COST ESTIMATES HAVE BEEN MADE FOR THE CAPITAL PROJECT; AUTHORIZING THE PAYMENT OF OTHER CAPITAL PROJECTS UPON APPROPRIATE AMENDMENT HERETO; STATING THE REALISTIC ESTIMATED USEFUL LIFE OF THE PROJECT FOR WHICH SAID NOTE IS ISSUED; DIRECTING THE PROPER OFFICERS TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND BORROWING BASE CERTIFICATE; PROVIDING THAT THE 2021 NOTE, WHEN ISSUED, SHALL BE A GUARANTEED REVENUE NOTE OF THE TOWNSHIP; MAKING CERTAIN COVENANTS WITH RESPECT THERETO AS REQUIRED BY THE DEBT ACT AND THE PENNSYLVANIA CONSTITUTION AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP IN SUPPORT THEREOF; FURTHER SECURING PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE 2021 NOTE WITH A PLEDGE OF CERTAIN LIQUID FUELS TAX REVENUES; SETTING FORTH THE DEBT SERVICE TO WHICH SUCH DEBT IS APPLICABLE; SETTING FORTH THE SUBSTANTIAL FORM AND OTHER DETAILS OF THE 2021 NOTE; PROVIDING FOR THE SALE OF THE 2021 NOTE AT PRIVATE SALE BY NEGOTIATION AND ACCEPTING THE PROPOSAL FOR THE PURCHASE OF THE 2021 NOTE; APPOINTING A LOAN PAYING AGENT AND SINKING FUND DEPOSITARY; PROVIDING FOR PREPAYMENT OF THE 2021 NOTE; PROVIDING FOR EXECUTION OF THE 2021 NOTE, PAYMENT OF THE PURCHASE PRICE, APPLICATION AND INVESTMENT OF THE PROCEEDS THEREOF; CREATING A SINKING FUND; AUTHORIZING AND APPROVING A LOAN AGREEMENT WITH THE COUNTY OF DAUPHIN; RATIFYING A PRIOR ADVERTISEMENT AND DIRECTING A FURTHER ADVERTISEMENT; 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; AUTHORIZING 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; REPEALING

INCONSISTENT ORDINANCES; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

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ENACTED MARCH 1, 2021

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WHEREAS, the Township of Londonderry, Dauphin County, Pennsylvania (the "**Township**"), is a Township existing under the laws of the Commonwealth of Pennsylvania (the "**Commonwealth**") and 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 Board of Supervisors of the Township desires to undertake a capital project (the "**Project**") consisting of providing funds to be applied toward: (1) planning, designing, permitting, acquiring, constructing and installing of certain improvements to bridge number LDT-2 located within the Township; and (2) payment of the costs and expenses in connection with said financing and a portion of the costs of issuing the County Note (hereinafter defined); and

WHEREAS, the Project is a "project" as such term is defined by the Debt Act; and

WHEREAS, the Township, with assistance of professional engineers and other persons qualified by experience, has obtained cost estimates for the Project and has determined that the estimated cost of the Project is at least \$326,956.16, and upon completion thereof will have an estimated useful life of at least thirty (30) years; and

WHEREAS, the County of Dauphin, Pennsylvania (the "**County**"), has established the Dauphin County Infrastructure Bank (the "**Infrastructure Bank**"), in order to assist municipalities located in the County in financing the costs of construction, reconstruction, maintenance and repair of public roads, streets or bridges as well as other permitted projects under the Liquid Fuels and Fuels Tax Act, 75 Pa. C.S.A. § 9001 *et seq.*, as amended and supplemented, through the issuance from time to time, by the County of its general obligation bonds or notes, in one or more series (the "**County Note**"); and

WHEREAS, the County will lend the proceeds of the County Note to municipalities whose projects have been approved for the Infrastructure Bank by the County; and

WHEREAS, in order to fund the costs of the Project, the Township heretofore submitted a loan application to the County, for a loan through the Infrastructure Bank; and

WHEREAS, the Township has been approved by the County to receive financing from proceeds of the County Note to finance the Project; and

WHEREAS, the Township will enter into a loan agreement with the County (the "**Loan Agreement**") pursuant to which the County will agree to loan proceeds of the County Note to the Township and the Township will agree to repay the loan of County Note proceeds (the "**Bank Loan**"); and

WHEREAS, the Township has determined to secure the Bank Loan by issuance to the County, pursuant to this Ordinance and the Debt Act, of certain nonelectoral debt to be evidenced by its Guaranteed Revenue Note (Dauphin County Infrastructure Bank), Series of 2021, in a maximum principal amount not to exceed \$326,956.16 to finance the costs of the Project (the "**2021 Note**"), including the payment of costs associated with issuance of the 2021 Note, all in accordance with the terms of this Ordinance and the Debt Act; and

WHEREAS, the Township desires to approve and authorize the Project, issuance of the 2021 Note, the acceptance of the Purchase Agreement (as hereinafter defined) for the sale and purchase of the 2021 Note,

the form of the 2021 Note, and to authorize such further action by its proper officers consistent with this Ordinance, the Debt Act, and all other applicable law.

NOW, THEREFORE, BE AND IT HEREBY IS ORDAINED by the Board of Supervisors of the Township of Londonderry that:

SECTION 1. Incurrence of Debt, Amount and Purpose of 2021 Note.

The Township hereby approves and undertakes as a project, the Project. The foregoing recitals to this Ordinance, including the description of the Project, and the defined terms therein, are hereby incorporated into this Section by reference and are used herein and hereafter throughout this Ordinance as if such description and definitions are here set out at length.

For the purpose of providing funds for and toward the payment of costs, as such term is used in the Debt Act, of the Project, the incurring of nonelectoral debt by the Township in the maximum principal amount of \$326,956.16 is hereby authorized. Such debt shall be evidenced by issuance of a guaranteed revenue note of the Township in the principal amount of \$326,956.16 designated as "Township of Londonderry, Dauphin County, Pennsylvania, Guaranteed Revenue Note (Dauphin County Infrastructure Bank), Series of 2021".

SECTION 2. Cost and Realistic Useful Life; Other Capital Projects; Debt Service.

Realistic cost estimates have been obtained by the Township for the Project by qualified persons, as required by Section 8006 of the Debt Act. The cost of the Project is estimated not to exceed \$326,956.16.

The Township hereby determines that the useful life of the Project is at least thirty (30) years from the date hereof, which shall exceed the final maturity of the 2021 Note. Nothing in this Section shall be construed to limit the Township's authority hereafter to fix a useful life for the Project for a number of years greater than the number of years set forth in this Section so long as any future determination is not greater than the useful life of such project.

The proceeds of the 2021 Note shall be used solely to pay the "costs", as defined in the Debt Act, of the Project described herein or, upon appropriate amendment hereto, to pay the costs of other capital projects for which the Township is authorized to incur indebtedness.

In accordance with Section 8142(b)(1) of the Debt Act, the annual mandatory sinking fund installments of the principal amount of the 2021 Note have been fixed so that the principal of the 2021 Note will be amortized on at least an approximately level annual debt service plan.

SECTION 3. Debt Statement and Borrowing Base Certificate.

The Chairman or Vice Chairman of the Board of Supervisors of the Township and the Secretary or Assistant Secretary of the Township are hereby authorized and directed to prepare, certify, verify and file with the Pennsylvania Department of Community and Economic Development ("DCED") a Debt Statement required by Section 8110 of the Debt Act and a Borrowing Base Certificate.

SECTION 4. Covenant to Pay 2021 Note.

(a) *General Obligation Covenant.* The 2021 Note is hereby declared to be a general obligation of the Township. The Township covenants to and with the registered owners, from time to time, of the 2021 Note, pursuant to this Ordinance, that the Township, as appropriate, shall include the amount of the debt service for each fiscal year of the Township in which such sums are payable in its budget for that fiscal year, shall appropriate such amounts to the payment of such debt service and duly and punctually shall pay or shall cause to be paid the principal of the 2021 Note and the applicable interest thereon on the dates and at the place and in the manner stated in the 2021 Note, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Township shall and does pledge, irrevocably, its full faith, credit and

taxing power. As provided in the Debt Act, the foregoing covenant of the Township shall be enforceable specifically.

(b) *Revenue Pledge.* As further security its obligations under the 2021 Note, the Township does hereby irrevocably assign and pledge to the County, on behalf of the Infrastructure Bank, and any subsequent registered owners from time to time of the 2021 Note outstanding pursuant to this Ordinance, all right, title and interest of the Township in and to all receipts, revenues and moneys received by the Township under the Liquid Fuels Tax Municipal Allocation Law, 72 P.S. § 2615.1 *et seq.*, as amended and supplemented, and deposited into the Township's Municipal Liquid Fuels Tax Fund or State Fund as provided in Section 2615.5(4) of said Liquid Fuels Tax Municipal Allocation Law.

(c) *Maximum Annual Debt Service.* The maximum amount of the debt service for each fiscal year of the Township in which such sums are payable are set forth in Exhibit A, attached hereto and incorporated herein.

SECTION 5. Form and Terms of 2021 Note.

The 2021 Note shall be issued in fully registered form, and shall be substantially in the form set forth in Exhibit B hereto, subject only to such changes as counsel may recommend and the proper officers may approve, such approval to be conclusively evidenced by their execution thereof.

The rate of interest or yield, as applicable, per annum for the 2021 Note shall not exceed the rate set forth in Exhibit A attached hereto and incorporated herein, and the principal amounts and mandatory sinking fund installments payable in any year shall not exceed the maximum amounts set forth for such year in Exhibit A. The final principal maturity of the 2021 Note shall not be later than April 1, 2031.

To the extent that the amount of the debt incurred by the Township exceeds the amount of the debt to be evidenced by the 2021 Note, appropriate officers of Board of Supervisors are authorized to file necessary documentation with the Department of Community and Economic Development in accordance with Section 8202 of the Debt Act.

SECTION 6. Approval of Private Sale by Negotiation.

After considering the advantages and disadvantages of the various manners of sale of the 2021 Note, permitted by the Debt Act and of current market conditions, including the interest rate and other terms and conditions of the Bank Loan, the Board of Supervisors hereby determines that a private sale by negotiation is in the best financial interest of the Township.

The Township hereby invites, and authorizes the County to submit in the manner herein provided, the County's proposal for the purchase of the 2021 Note (the "**Purchase Agreement**"), provided that such 2021 Note shall bear rates, and have such terms and other provisions not inconsistent with this Ordinance.

The Purchase Agreement shall be submitted to the Chairman or the Vice Chairman of Board of Supervisors for approval and acceptance. The Purchase Agreement shall be substantially in the form set forth in Exhibit C hereto, with (i) such insertions as to interest rates, principal amounts, mandatory sinking fund installments, maturity dates and prepayment provisions and related matters and (ii) such deletions and amendments as the officers of the Township executing the Purchase Agreement, with the advice of counsel, shall approve. The sale of the 2021 Note shall be for a purchase price of not less than 98% of the maximum aggregate principal amount of the 2021 Note. The execution and delivery of the Purchase Agreement by appropriate officers of the Township shall constitute conclusive evidence of such approval.

SECTION 7. Acceptance of Purchase Agreement.

The execution and delivery of the Purchase Agreement by the Chairman or the Vice Chairman of the Board of Supervisors of the Township shall constitute acceptance hereunder of the Purchase Agreement.

Upon acceptance of the Purchase Agreement, as aforesaid, the 2021 Note shall be and hereby is awarded and sold to the County at a negotiated sale. Provided that the rate or rates per annum to be borne by the 2021 Note shall be satisfactory to the officers of the Township executing the Purchase Agreement and the 2021 Note conforms in all other respects to the requirements of the Debt Act, the proper officers of the Township are authorized and directed to execute and deliver an acceptance of the Purchase Agreement. One counterpart of the Purchase Agreement shall be filed with the records of the Township.

SECTION 8. Paying Agent, Sinking Fund Depository and Registrar: Payment of Principal and Interest Without Deduction for Taxes.

The proper officers of the Township are hereby authorized and directed to contract with Orrstown Bank, Harrisburg, Pennsylvania, for its services as sinking fund depository, paying agent and registrar with respect to the 2021 Note (the "Loan Paying Agent"), and such Bank is hereby appointed to act in such capacities with respect to the 2021 Note.

The principal of (including the annual mandatory sinking fund installments of the principal) and interest on the 2021 Note shall be payable in lawful money of the United States of America at the office of Orrstown Bank, Harrisburg, Pennsylvania, or such other office as the Loan Paying Agent may designate in writing to the Township.

The principal or prepayment price of, and mandatory sinking fund installments of and interest on, the 2021 Note is payable without deduction for any tax or taxes, except gift, succession, franchise, excise or inheritance taxes, now or hereafter levied or assessed thereon under any present or future laws of the Commonwealth of Pennsylvania, all of which taxes, except as above provided, the Township assumes and agrees to pay.

SECTION 9. Prepayment of 2021 Note.

The 2021 Note shall be subject to prepayment prior to maturity on or after the date specified in the accepted Note Purchase Agreement, in each case upon payment of the principal amount of the 2021 Note to be prepaid, plus accrued and unpaid interest on the 2021 Note or portion thereof to be prepaid on the date of prepayment; provided, however, that the 2021 Note shall be subject to prepayment (i) only in connection with the prepayment of the County Note, and (ii) with the prior written consent of the County.

SECTION 10. Execution of Note; Payment of Purchase Price; Application of Proceeds; Investment of Project Account.

The 2021 Note shall be executed by the Chairman or the Vice Chairman of the Board of Supervisors of the Township and shall have the corporate seal of the Township affixed thereto, duly attested by the Secretary or Assistant Secretary of the Township and said officers are hereby authorized and directed to execute the 2021 Note in such manner. If any officer whose signature appears on the 2021 Note shall cease to hold such office before the actual delivery date of such 2021 Note, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of such 2021 Note. The Chairman or Vice Chairman of Board of Supervisors is authorized and directed to deliver, or cause to be delivered, the 2021 Note to the County, as purchaser thereof or to its assignee, against the full balance of the purchase price therefor. The purchase price for the 2021 Note shall be paid by the deposit by the County with the project account depository for the County Note (the "County Note Project Account Depository") of moneys in an amount equal to the actual principal amount of the 2021 Note. Such moneys shall be held by the County Note Project Account Depository in a segregated account (the "Project Account") and applied (i) to pay a portion of the costs of issuing the County Note, and (ii) upon requisition, from time to time, by the Township, to pay the costs of the Project. Pending such application, the Chairman or the Vice Chairman of

Board of Supervisors is hereby authorized and directed to cause the money so deposited in the Project Account to be invested or deposited and insured or secured as permitted and required by applicable provisions of the Second Class Township Code, as amended or 53 P.S. § 5410.1 (relating to the investment of public corporation funds) (collectively, "**Applicable Law**"). If so provided in the Loan Agreement, moneys held in the Project Account shall be invested or deposited at the direction of the County or of the County Note Project Account Depository, provided that such investments or deposits shall be permitted under the Applicable Law. All income received on such deposits or investments of moneys in the Project Account shall be added to the Project Account and applied to pay costs of the Project upon requisition by the Township.

SECTION 11. Sinking Fund for Note; Appropriation of Annual Amounts for Payment of Debt Service.

The Township covenants that there shall be and there is hereby established and that it shall hereafter maintain a sinking fund (the "**Sinking Fund**") entitled "Township of Londonderry, Guaranteed Revenue Note, Series of 2021" to be held by the Loan Paying Agent (or such substitute or successor Loan Paying Agent which shall hereafter be appointed in accordance with the provisions of the Debt Act) in the name of the Township, but subject to withdrawal only by the Loan Paying Agent and into the Sinking Fund there shall be paid, when and as required pursuant to the Loan Agreement and the 2021 Note, all moneys necessary to pay the debt service on the 2021 Note, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the 2021 Note and to the principal thereof at maturity or prior prepayment and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

Pending application to the purposes for which the Sinking Fund is established, proper officers of the Township are hereby authorized and directed to cause the moneys therein to be invested or deposited and insured or secured as permitted and required by Section 8224 of the Debt Act. If so provided in the Loan Agreement, the moneys in the Sinking Fund shall be invested or deposited at the direction of the County or of the paying agent for the County Note, provided that such investments or deposits shall be permitted under Section 8224 of the Debt Act. All income received on such deposits or investments of moneys in the Sinking Fund during each applicable period shall be added to the Sinking Fund and shall be credited against the deposit next required to be made in the Sinking Fund.

The Loan Paying Agent is hereby authorized and directed, without further action by the Township, to pay from the Sinking Fund the principal of and interest on the 2021 Note as the same become due and payable in accordance with the terms hereof, and the Township hereby covenants that such moneys, to the extent required, will be applied to such purposes.

All moneys deposited in the Sinking Fund for the payment of the 2021 Note which have not been claimed by the owners thereof after two years from the date payment is due, except where such moneys are held for the payment of outstanding checks, drafts or other instruments of the Loan Paying Agent, shall be returned to the Township. Nothing contained herein shall relieve the Township of its liability to the holder of an unrepresented Note.

The amounts shown in the accepted Purchase Agreement shall be pledged to pay the debt service on the 2021 Note, and such amounts are annually hereby appropriated to the Sinking Fund for the payment thereof.

SECTION 12. Loan Agreement.

The Chairman, Vice Chairman, Secretary or Assistant Secretary of the Township are authorized and directed to execute, attest and deliver, on behalf of the Township, the Loan Agreement, between the Township and the County, in the form hereinafter approved, providing for, *inter alia*, the loan of the proceeds of the 2021 Note by the County to the Township. The Loan Agreement shall contain such provisions as shall be in substance and form satisfactory to the Township Solicitor and the proper officers of the Township executing the same and such form is hereby approved.

SECTION 13. Advertising.

The action of proper officers of the Township in advertising a summary of this Ordinance, as required by law, is ratified and confirmed. Proper officers of the Township or any of them, are authorized and directed to advertise a notice of enactment of this Ordinance in a newspaper of general circulation in the Township within fifteen (15) days after final enactment. The Secretary is hereby directed to make a copy of this Ordinance available for inspection by any citizen during normal office hours.

SECTION 14. Debt Proceedings.

The Secretary or Assistant Secretary of the Township is hereby authorized and directed to certify to and file with DCED, in accordance with the Debt 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 hereinabove referred to, and to pay the filing fees necessary in connection therewith.

SECTION 15. Incidental Actions.

The proper officers of the Township are hereby authorized, directed and empowered on behalf of the Township to execute any and all agreements, 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 purposes of this Ordinance and payment of costs of issuance, including any investment agreements as may be appropriate in connection with investing the proceeds of the 2021 Note.

SECTION 16. Payment of Issuance Costs and Infrastructure Bank Expenses.

The proper officers of the Township are hereby authorized and directed to pay the costs of issuing the 2021 Note and the costs of issuing the County Note at the time of delivery of the 2021 Note to the County; provided that the total of such costs shall not exceed the amount of 2021 Note proceeds available therefor. In addition, the proper officers of the Township are hereby authorized and directed to pay the fees and expenses of the Infrastructure Bank.

SECTION 17. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent herewith be and the same hereby are rescinded, cancelled and annulled.

SECTION 18. Effective Date.

This Ordinance shall take effect on the earliest date permitted by the Debt Act.

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ENACTED by the Board of Supervisors of the Township of Londonderry, Dauphin County, Pennsylvania, in lawful session assembled, on the 1st day of March, 2021.

TOWNSHIP OF LONDONDERRY,  
Dauphin County, Pennsylvania

By: *Bob*  
Chairman of Board of Supervisors

ATTEST:

*[Signature]*  
Secretary of the Township

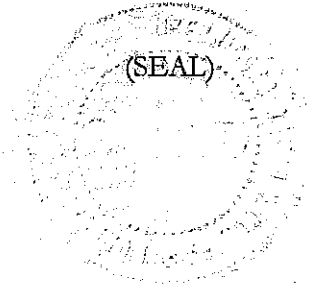




EXHIBIT A

TOWNSHIP OF LONDONDERRY  
DAUPHIN COUNTY, PENNSYLVANIA  
\$326,956.16 GUARANTEED REVENUE NOTE, SERIES OF 2021  
(DAUPHIN COUNTY INFRASTRUCTURE BANK)

MAXIMUM DEBT SERVICE SCHEDULE

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
10/01/2021			3,514.78	3,514.78	
12/31/2021					3,514.78
04/01/2022	32,110.24	2.150%	3,514.78	35,625.02	
10/01/2022			3,169.59	3,169.59	
12/31/2022					38,794.61
04/01/2023	32,238.93	2.150%	3,169.59	35,408.52	
10/01/2023			2,823.03	2,823.03	
12/31/2023					38,231.55
04/01/2024	32,368.15	2.150%	2,823.03	35,191.18	
10/01/2024			2,475.07	2,475.07	
12/31/2024					37,666.25
04/01/2025	32,497.88	2.150%	2,475.07	34,972.95	
10/01/2025			2,125.72	2,125.72	
12/31/2025					37,098.67
04/01/2026	32,628.14	2.150%	2,125.72	34,753.86	
10/01/2026			1,774.96	1,774.96	
12/31/2026					36,528.82
04/01/2027	32,758.92	2.150%	1,774.96	34,533.88	
10/01/2027			1,422.80	1,422.80	
12/31/2027					35,956.68
04/01/2028	32,890.22	2.150%	1,422.80	34,313.02	
10/01/2028			1,069.23	1,069.23	
12/31/2028					35,382.25
04/01/2029	33,022.03	2.150%	1,069.23	34,091.26	
10/01/2029			714.25	714.25	
12/31/2029					34,805.51
04/01/2030	33,154.38	2.150%	714.25	33,868.63	
10/01/2030			357.84	357.84	
12/31/2030					34,226.47
04/01/2031	33,287.27	2.150%	357.84	33,645.11	
12/31/2031					33,645.11
	326,956.16		38,894.54	365,850.70	365,850.70

EXHIBIT B

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FORM OF NOTE

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EXHIBIT C

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FORM OF PURCHASE AGREEMENT

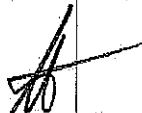
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CERTIFICATE

I, the undersigned, Secretary of the Township of Londonderry, Dauphin 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 March 1, 2021; 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.

WITNESS my hand and seal of the Township this 1st day of March, 2021.



Secretary

(SEAL)