

ORDINANCE #338  
**ORDINANCE OF THE BOARD OF THE TOWNSHIP OF AMITY,  
BERKS COUNTY, PENNSYLVANIA**

AN ORDINANCE OF THE BOARD OF THE TOWNSHIP OF AMITY, BERKS COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE ITS DEBT OBLIGATION, SERIES OF 2024, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWENTY MILLION FOUR HUNDRED THOUSAND DOLLARS (\$20,400,000) (THE "OBLIGATION"), PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, 53 PA C.S. CHS 80-82, AS AMENDED, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT (THE "ACT"); FINDING THAT A PRIVATE SALE BY NEGOTIATION FOR SUCH OBLIGATION IS IN THE BEST FINANCIAL INTERESTS OF THE TOWNSHIP; DETERMINING THAT SUCH OBLIGATION SHALL EVIDENCE NONELECTORAL DEBT OF THIS TOWNSHIP; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED (A) TO PROVIDE FUNDS TO FINANCE CERTAIN CAPITAL PROJECTS OF THE TOWNSHIP, INCLUDING THE PLANNING, DESIGN, AND CONSTRUCTION RELATING TO THE UPGRADE TO THE TOWNSHIP'S SEWAGE WASTEWATER COLLECTION, CONVEYANCE, TREATMENT AND DISPOSAL SYSTEM, AND (B) TO PAY THE COSTS AND EXPENSES OF ISSUING THE OBLIGATION; SETTING FORTH A REASONABLE ESTIMATE OF THE USEFUL LIFE OF THE CAPITAL PROJECT TO BE FINANCED; ACCEPTING A PROPOSAL FOR THE PURCHASE OF SUCH OBLIGATION AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH OBLIGATION, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THE TOWNSHIP; FIXING THE DENOMINATION, DATED DATES, INTEREST PAYMENT DATES, MATURITY DATES, INTEREST RATES, REDEMPTION PROVISIONS, MANDATORY REDEMPTION PROVISIONS (IF APPLICABLE) AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH OBLIGATION; AUTHORIZING SPECIFIED OFFICERS OF THE TOWNSHIP TO CONTRACT WITH THE PAYING AGENT; SETTING FORTH THE SUBSTANTIAL FORM OF THE OBLIGATION EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH OBLIGATION; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH OBLIGATION TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP IN SUPPORT THEREOF; PLEDGING THE RECEIPTS AND REVENUES OF THE TOWNSHIP'S SEWER SYSTEM AS FURTHER SECURITY FOR REPAYMENT OF THE OBLIGATION CREATING A SINKING FUND IN CONNECTION WITH SUCH OBLIGATION, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITARY FOR SUCH OBLIGATION; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT FOR SUCH OBLIGATION WHEN DUE; SETTING FORTH REGISTRATION AND TRANSFER PROVISIONS WITH RESPECT TO SUCH OBLIGATION; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE TOWNSHIP TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE OBLIGATION, INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, ALL AS REQUIRED BY THE ACT; DECLARING THAT THE DEBT TO BE EVIDENCED BY

SUCH OBLIGATION, TOGETHER WITH ALL OTHER INDEBTEDNESS OF THE TOWNSHIP, WILL NOT BE IN EXCESS OF ANY APPLICABLE LIMITATION IMPOSED BY THE ACT; AUTHORIZING APPROPRIATE OFFICERS OF THE TOWNSHIP TO DELIVER THE OBLIGATION UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INSOFAR AS THE SAME SHALL BE INCONSISTENT HEREWITH.

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WHEREAS, the Township of Amity, Berks County, Pennsylvania (the "Township"), is a Township of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, this Township, in contemplation of the issuance and sale of its Debt Obligation, Series of 2024, in an aggregate principal amount of Twenty Million Four Hundred Thousand Dollars (\$20,400,000) (the "Obligation"), to provide funds for and towards certain capital projects of the Township described herein, has determined that the Obligation shall be offered for sale at a private sale by negotiation pursuant to the provisions of the Local Government Unit Debt Act of the Commonwealth, as re-enacted and amended (the "Act") and has determined that a private sale by negotiation is in the best financial interests of this Township; and

WHEREAS, the Board of Supervisors of the Township (the "Board") has determined to accept the proposal of the Pennsylvania Infrastructure Investment Authority ("the Purchaser"), for the purchase of the Obligation, such sale to be conditioned upon, among other things, the receipt of approval from the Department of Community and Economic Development of the Commonwealth (the "Department") relating to the incurring of the indebtedness to be evidenced by the Obligation; and

WHEREAS, the Board has determined to and desires to accept the proposal of the Purchaser and to incur nonelectoral debt in the amount of Twenty Million Four Hundred Thousand Dollars (\$20,000,000) to fund certain projects (hereinafter described) of this Township pursuant to the provisions of the Act; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Township of Amity, Lebanon, Pennsylvania, in lawful session duly assembled, as follows:

Section 1. Pursuant to the provisions of this Ordinance, the Board hereby authorizes and directs the issuance of the Obligation in the aggregate principal amount Twenty Million Four Hundred Thousand Dollars (\$20,400,000) to be designated generally as Township of Amity, Debt Obligation, Series of 2024. The Obligation shall be issued and sold in accordance with the provisions of the Act by private sale by negotiation. In connection therewith, the Board hereby finds and determines that a private sale by negotiation is in the best financial interests of this Township.

Section 2. The Board determines that the debt to be incurred pursuant to this Ordinance, and which will be evidenced by the Obligation, shall be nonelectoral debt of this Township.

Section 3. A brief description of the project (the “Project”) to be financed with, among other things, the proceeds of the Obligation is as follows: (a) to provide funds to finance certain capital projects of the Township, including the planning, design, and construction relating to the upgrade to the Township’s sewage wastewater collection, conveyance, treatment, and disposal system, and (b) to pay the costs and expenses of issuing the Obligation and effecting the Project as permitted under Section 8007 of the Act.

The realistic estimated life of the capital project financed with the proceeds of the Obligation is at least twenty (20) years. It is hereby certified that an aggregate principal amount of the Obligation at least equal to the realistic estimated cost of such capital project shall mature prior to the end of the useful life of such project. The maturity of stated installments of principal of the Obligation will not be deferred beyond the later of one year after the estimated date for the completion of the construction of such projects or two years from the date of issue of the Obligation.

Prior to the date hereof, the Board has obtained realistic cost estimates for the capital projects constituting the Project from registered architects, professional engineers or other persons qualified by experience. Such cost estimates were used to determine the amount of the Obligation to be issued.

Section 4. Subject to the approval of the Department, as required by the provisions of the Act, the Board shall and does hereby accept the proposal of the Purchaser for the purchase of the Obligation in accordance with the terms and conditions of this Ordinance and the Purchaser's Funding Offer, dated April 24, 2024 (the “Proposal”), attached hereto as Exhibit “A” and incorporated herein. The sale of the Obligation shall be for an aggregate purchase price of \$20,400,000, plus accrued interest, if any, from the date of the Obligation to the date of delivery thereof. The Chairman or Vice Chairman of the Board is hereby authorized and directed to accept and to execute the Proposal in the name and on behalf of this Township, and the Secretary of the Township is hereby authorized and directed to attest to such acceptance and execution. Copies of the Proposal, as presented to this Board and accepted by this Ordinance, are incorporated herein by reference and shall be attached to this Ordinance and maintained with the minutes of this meeting. The bid security, if any, accompanying the Proposal shall be held and shall be applied as provided by the Act; provided, however, that no allowance for interest shall be made by this Township with respect to such bid security, except as provided by the Act.

The Obligation, when issued, will constitute a general obligation of this Township.

Section 5. The Obligation shall be a drawdown obligation (as more fully described in the form Obligation attached as Exhibit “C”, and that certain Funding Agreement, dated July 25, 2024 (the “Agreement”), by and between the Township and the Purchaser), without coupons, in the denomination of \$20,400,000, in substantially the form hereinafter set forth in Section 8. The Obligation shall be dated as of its date of issue, and shall bear interest from that date at the applicable rates per annum as set forth in the Proposal.

Section 6.

(a) The principal amortization shall begin on the Obligation on the earlier of: (i) three (3) months after the estimated date of completion of the Project, (ii) the first day of the

calendar month following actual completion of the Project, or (iii) three years from the date of settlement of the Obligation. Notwithstanding foregoing further, the principal amortization on the Obligation shall not be deferred beyond the later of two (2) years from the date of settlement of the Obligation or one (1) year after completion of the Project, in accordance with Section 8142(c) of the Act. A Revised Amortization Schedule (as such term is defined in the Proposal) shall be prepared and adopted by the parties at such time. As of the date of this Ordinance, the projected estimated date of completion of the Project is June 1, 2026.

(b) The dates upon which this is required to make payments of interest and principal on the Obligation pursuant to subsections (a) and (b) of this Section 6 are hereinafter referred to as "Payment Dates." Whenever a Payment Date shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to close, then payment of such interest or principal need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day upon which banking institutions in the Commonwealth are authorized by law or executive order to close with the same force and effect as if made on the Payment Date and no interest shall accrue thereon for any period after such Payment Date.

(c) A schedule of the maximum amounts of principal and interest on the Obligation to be paid on the Payment Date is set forth in Exhibit "B" which is attached hereto and incorporated by reference as though fully set forth herein.

(d) The principal of and interest due on the Obligation may be prepaid at any time without notice by the Township, as provided in the form of Obligation set forth at Exhibit "C" and the Proposal.

Section 7. The appropriate officers of this Township are hereby authorized, empowered and directed to contract with Tompkins Community Bank, Wyomissing, Pennsylvania (the "Bank"), for its services as paying agent and sinking fund depository in accordance with the terms and conditions of the Proposal, this Ordinance and the Act (the Bank, in its capacity as paying agent, sometimes referred to hereinafter as the "Paying Agent"). Payment of the principal of and interest on the Obligation shall be made, when due, on the Payment Dates in accordance with the provisions of the Obligation, at the designated offices of the Paying Agent in lawful money of the United States of America.

Section 8. The Obligation shall be in substantially the form set forth in Exhibit "C," with appropriate insertions, omissions and variations.

Section 9. The Obligation shall be executed in the name and on behalf of this Township by the true or facsimile signature of the Chairman or Vice Chairman of the Board and the true or facsimile official seal of this Township shall be affixed thereunto, duly attested by the true or facsimile signature of the Secretary or Assistant Secretary of the Township. Said officers are authorized and directed to execute and attest the Obligation.

Section 10.

(a) This Township covenants to and with the registered owners from time to time of the Obligation that this Township (i) shall include in its budget in each fiscal year the amount of the debt service for each fiscal year of this Township in which such sums are payable, (ii) shall

appropriate from its general revenues in each such fiscal year the amount required to pay debt service on the Obligation for such year, and (iii) shall duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal amount of the Obligation and the interest due thereon at the dates and place and in the manner stated therein, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, this Township shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in Section 8104 of the Act, the foregoing covenant of this Township shall be enforceable specifically.

(b) In order to secure payment of the principal of and interest on the Obligation according to its tenor, to secure performance and observance of all covenants and conditions therein and herein contained and to declare terms and conditions upon which the Obligation shall be secured, and in consideration of the purchase and acceptance of the Obligation by the holder thereof, the Township, intending to be legally bound, hereby assigns, transfers, sets over and pledges unto the Purchaser, its successors and its assigns, forever, as security for obligations to the Purchaser created hereunder, under the Agreement and under the Obligation, all its right, title and interest in and to the System Revenues (as such term is defined in the Agreement); subject, however, to prior liens and other terms as more fully set forth in the Agreement.

Section 11. This Township hereby covenants to create and there is hereby created, pursuant to Section 8221 of the Act, a sinking fund for the Obligation, to be known as “Sinking Fund – Debt Obligation, Series of 2024” (the “Sinking Fund”), which sinking fund shall be established with the Paying Agent and administered in accordance with applicable provisions of the Act and this Ordinance.

Section 12. The Paying Agent shall be the "sinking fund depository" with respect to the Sinking Fund, created pursuant to Section 11. This Township covenants and agrees to deposit in the Sinking Fund, on or before the Payment Date, an amount which shall be sufficient to permit the Paying Agent to pay on the Payment Date all principal and accrued interest becoming due with respect to the Obligation. After such deposit, the Paying Agent shall, without further authorization or direction from the Township or any of its officials, on the Payment Date, with respect to the payment of principal and interest on the Obligation, withdraw moneys from the Sinking Fund and apply such moneys to the prompt and full payment of such obligation in accordance with the terms thereof, the terms and conditions of this Ordinance and the provisions of the Act.

The Obligation shall be transferable or exchangeable by the registered owner thereof upon surrender thereof to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of the Obligation in the registration books of this Township maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Obligation of the same maturity for the aggregate amount which the transferee or transferees are entitled to receive at the earliest practicable time.

This Township and the Paying Agent may deem and treat the persons in whose names the Obligation shall be registered on the registration books of this Township maintained by the Paying Agent as the absolute owners thereof for all purposes, whether such Obligation shall be

overdue or not, and payment of the principal of and/or interest on the Obligation shall be made only to or upon the order of the registered owners thereof or their legal representatives, but such registration may be changed, as herein and in the Obligation provided. All such payments shall be valid and effectual to satisfy in full and discharge the liability of this Township upon the Obligation so paid, to the extent of the sum or sums so paid, and neither this Township nor the Paying Agent shall be affected by any notice to the contrary.

This Township shall cause to be kept, and the Paying Agent shall keep, at the principal corporate trust office of the Paying Agent, books for the registration, exchange and transfer of the Obligation in the manner provided herein and therein so long as the Obligation shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to Obligation holders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

Section 13. The appropriate officials of the Township, and, if applicable, their duly qualified respective successors, are hereby authorized and directed, in the name and on behalf of the Township: (a) to prepare, execute and certify the debt statement and borrowing base certificate required by the Act; (b) to prepare, execute and file with the Department, as required by Section 8111 of the Act, a duly attested copy of this Ordinance, with proofs of proper publication, the accepted Proposal of the Purchaser and a complete and accurate transcript of the proceedings relating to the incurring of the debt to be evidenced by the Obligation, including the debt statement and borrowing base certificate; (c) to prepare and file, or cause to be filed, all documents, certificates, and instruments necessary to cause all or a portion of the debt evidenced by the Obligation to be excluded as self-liquidating; (d) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; (e) to pay or cause to be paid from proceeds of the Obligation or otherwise, all costs and expenses incurred by the Township in connection with the issuance of the Obligation; (f) to advertise the adoption of this Ordinance, as required by the Act; and (g) to take any and all other action, and to execute and deliver any and all documents and other instruments, required or permitted by the Act or by the Proposal of the Purchaser, or which they, in their sole discretion, may deem necessary, proper or desirable to effect the issuance of the Obligation, to the extent not inconsistent with this Ordinance or applicable law.

Section 14. It is hereby declared that the debt to be evidenced by the Obligation, together with all other indebtedness of this Township, is not in excess of any applicable limitation imposed by the Act upon the incurring of debt by this Township.

Section 15. The appropriate officers of this Township are hereby authorized and directed to deliver the Obligation to the Purchaser upon due registration thereof as provided for herein, and upon receipt of full and proper payment of the purchase price therefor, provided, however, that such delivery shall be effected only after the Department has certified its approval pursuant to Section 8204 of the Act.

Section 16. The Board has hereby determined that the authorized signatories with respect to any and all documents related to the Project, the Obligation and the loan from the Purchaser shall be as follows:

- (a) the Chairman of Board or, in his absence, the Vice Chairman of Board;
- (b) the Township Manager;

or any one of them individually, with signature attested, if necessary, by the Township Secretary or Assistant Township Secretary.

Section 17. The Township hereby ratifies and confirms its appointment of Law Office of Douglas Paul Rauch, Esquire, Pennsylvania, as Bond Counsel in connection with the issuance of the Obligation.

Section 18. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of this Township that the remainder of this Ordinance shall remain in full force and effect.


Section 19. All Ordinances or parts of Ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.

Section 20. This Ordinance shall be effective in accordance with Section 8003 of the Act.

DULY RESOLVED, THIS 19<sup>th</sup> DAY OF JUNE 2024, BY THE BOARD OF THE TOWNSHIP OF AMITY, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

**TOWNSHIP OF AMITY  
BERKS COUNTY, PENNSYLVANIA**

BY:   
CHAIR

ATTEST:   
ASST. SECRETARY OF THE TOWNSHIP



**EXHIBIT "B"**

**MAXIMUM DEBT SERVICE SCHEDULE**

**Amity Township WWTP Upgrades Project (S)**

**Project Id:** 06311152401-CS **Loan No.:** 75403 **Status:** Loan Closing

**Company:** Amity Township

**Legal Entity:** Amity Township

**Business Partner No.:**

**Project Specialist:** Tesra Schlupp

**Board Approval Date:** 04/24/2024

**AMORTIZATION SCHEDULE**

Click on the Calculate button to build an estimated amortization schedule for any debt obligation or guaranty agreement associated with your project.

**Values**

**Principal Amount:** \$ 20400000.00

**Years 1-5 Interest Rate:** 1.743 %

**Years 5+ Interest Rate:** 2.179 %

**Term of Loan:** 240 months

Payment Number	Monthly Payment	Principal Paid	Principal Remaining	Interest Rate	Interest Paid	Cumulative Interest Paid
1	\$100,735.64	\$71,104.64	\$20,328,895.36	1.743%	\$29,631.00	\$29,631.00
2	\$100,735.64	\$71,207.92	\$20,257,687.45	1.743%	\$29,527.72	\$59,158.72
3	\$100,735.64	\$71,311.35	\$20,186,376.10	1.743%	\$29,424.29	\$88,583.01
4	\$100,735.64	\$71,414.93	\$20,114,961.17	1.743%	\$29,320.71	\$117,903.72
5	\$100,735.64	\$71,518.66	\$20,043,442.52	1.743%	\$29,216.98	\$147,120.70
6	\$100,735.64	\$71,622.54	\$19,971,819.98	1.743%	\$29,113.10	\$176,233.80
7	\$100,735.64	\$71,726.57	\$19,900,093.41	1.743%	\$29,009.07	\$205,242.87
8	\$100,735.64	\$71,830.75	\$19,828,262.66	1.743%	\$28,904.89	\$234,147.76
9	\$100,735.64	\$71,935.09	\$19,756,327.57	1.743%	\$28,800.55	\$262,948.31
10	\$100,735.64	\$72,039.57	\$19,684,288.00	1.743%	\$28,696.07	\$291,644.38
11	\$100,735.64	\$72,144.21	\$19,612,143.79	1.743%	\$28,591.43	\$320,235.80
12	\$100,735.64	\$72,249.00	\$19,539,894.79	1.743%	\$28,486.64	\$348,722.44
13	\$100,735.64	\$72,353.94	\$19,467,540.85	1.743%	\$28,381.70	\$377,104.14
14	\$100,735.64	\$72,459.03	\$19,395,081.81	1.743%	\$28,276.60	\$405,380.74
15	\$100,735.64	\$72,564.28	\$19,322,517.53	1.743%	\$28,171.36	\$433,552.10
16	\$100,735.64	\$72,669.68	\$19,249,847.85	1.743%	\$28,065.96	\$461,618.06
17	\$100,735.64	\$72,775.23	\$19,177,072.62	1.743%	\$27,960.40	\$489,578.46
18	\$100,735.64	\$72,880.94	\$19,104,191.68	1.743%	\$27,854.70	\$517,433.16
19	\$100,735.64	\$72,986.80	\$19,031,204.88	1.743%	\$27,748.84	\$545,182.00
20	\$100,735.64	\$73,092.81	\$18,958,112.07	1.743%	\$27,642.83	\$572,824.82
21	\$100,735.64	\$73,198.98	\$18,884,913.09	1.743%	\$27,536.66	\$600,361.48
22	\$100,735.64	\$73,305.30	\$18,811,607.79	1.743%	\$27,430.34	\$627,791.82
23	\$100,735.64	\$73,411.78	\$18,738,196.01	1.743%	\$27,323.86	\$655,115.68
24	\$100,735.64	\$73,518.41	\$18,664,677.60	1.743%	\$27,217.23	\$682,332.91
25	\$100,735.64	\$73,625.19	\$18,591,052.41	1.743%	\$27,110.44	\$709,443.35
26	\$100,735.64	\$73,732.13	\$18,517,320.27	1.743%	\$27,003.50	\$736,446.85
27	\$100,735.64	\$73,839.23	\$18,443,481.04	1.743%	\$26,896.41	\$763,343.26
28	\$100,735.64	\$73,946.48	\$18,369,534.56	1.743%	\$26,789.16	\$790,132.42
29	\$100,735.64	\$74,053.89	\$18,295,480.67	1.743%	\$26,681.75	\$816,814.17
30	\$100,735.64	\$74,161.45	\$18,221,319.22	1.743%	\$26,574.19	\$843,388.35
31	\$100,735.64	\$74,269.17	\$18,147,050.05	1.743%	\$26,466.47	\$869,854.82
32	\$100,735.64	\$74,377.05	\$18,072,673.00	1.743%	\$26,358.59	\$896,213.41
33	\$100,735.64	\$74,485.08	\$17,998,187.92	1.743%	\$26,250.56	\$922,463.97
34	\$100,735.64	\$74,593.27	\$17,923,594.65	1.743%	\$26,142.37	\$948,606.33
35	\$100,735.64	\$74,701.62	\$17,848,893.03	1.743%	\$26,034.02	\$974,640.36
36	\$100,735.64	\$74,810.12	\$17,774,082.91	1.743%	\$25,925.52	\$1,000,565.87
37	\$100,735.64	\$74,918.78	\$17,699,164.13	1.743%	\$25,816.86	\$1,026,382.73
38	\$100,735.64	\$75,027.60	\$17,624,136.53	1.743%	\$25,708.04	\$1,052,090.76

39	\$100,735.64	\$75,136.58	\$17,548,999.95	1.743%	\$25,599.06	\$1,077,689.82
40	\$100,735.64	\$75,245.72	\$17,473,754.24	1.743%	\$25,489.92	\$1,103,179.74
41	\$100,735.64	\$75,355.01	\$17,398,399.23	1.743%	\$25,380.63	\$1,128,560.37
42	\$100,735.64	\$75,464.46	\$17,322,934.76	1.743%	\$25,271.17	\$1,153,831.55
43	\$100,735.64	\$75,574.08	\$17,247,360.69	1.743%	\$25,161.56	\$1,178,993.11
44	\$100,735.64	\$75,683.85	\$17,171,676.84	1.743%	\$25,051.79	\$1,204,044.90
45	\$100,735.64	\$75,793.78	\$17,095,883.06	1.743%	\$24,941.86	\$1,228,986.76
46	\$100,735.64	\$75,903.87	\$17,019,979.20	1.743%	\$24,831.77	\$1,253,818.53
47	\$100,735.64	\$76,014.12	\$16,943,965.08	1.743%	\$24,721.52	\$1,278,540.05
48	\$100,735.64	\$76,124.53	\$16,867,840.55	1.743%	\$24,611.11	\$1,303,151.16
49	\$100,735.64	\$76,235.10	\$16,791,605.45	1.743%	\$24,500.54	\$1,327,651.70
50	\$100,735.64	\$76,345.83	\$16,715,259.62	1.743%	\$24,389.81	\$1,352,041.51
51	\$100,735.64	\$76,456.72	\$16,638,802.90	1.743%	\$24,278.91	\$1,376,320.42
52	\$100,735.64	\$76,567.78	\$16,562,235.12	1.743%	\$24,167.86	\$1,400,488.28
53	\$100,735.64	\$76,678.99	\$16,485,556.13	1.743%	\$24,056.65	\$1,424,544.93
54	\$100,735.64	\$76,790.37	\$16,408,765.76	1.743%	\$23,945.27	\$1,448,490.20
55	\$100,735.64	\$76,901.91	\$16,331,863.86	1.743%	\$23,833.73	\$1,472,323.93
56	\$100,735.64	\$77,013.61	\$16,254,850.25	1.743%	\$23,722.03	\$1,496,045.96
57	\$100,735.64	\$77,125.47	\$16,177,724.78	1.743%	\$23,610.17	\$1,519,656.13
58	\$100,735.64	\$77,237.49	\$16,100,487.29	1.743%	\$23,498.15	\$1,543,154.28
59	\$100,735.64	\$77,349.68	\$16,023,137.61	1.743%	\$23,385.96	\$1,566,540.24
60	\$100,735.64	\$77,462.03	\$15,945,675.58	1.743%	\$23,273.61	\$1,589,813.84
61	\$103,931.38	\$74,976.69	\$15,870,698.89	2.179%	\$28,954.69	\$1,618,768.53
62	\$103,931.38	\$75,112.83	\$15,795,586.06	2.179%	\$28,818.54	\$1,647,587.08
63	\$103,931.38	\$75,249.23	\$15,720,336.83	2.179%	\$28,682.15	\$1,676,269.23
64	\$103,931.38	\$75,385.87	\$15,644,950.97	2.179%	\$28,545.51	\$1,704,814.74
65	\$103,931.38	\$75,522.75	\$15,569,428.21	2.179%	\$28,408.62	\$1,733,223.36
66	\$103,931.38	\$75,659.89	\$15,493,768.32	2.179%	\$28,271.49	\$1,761,494.85
67	\$103,931.38	\$75,797.28	\$15,417,971.04	2.179%	\$28,134.10	\$1,789,628.95
68	\$103,931.38	\$75,934.91	\$15,342,036.13	2.179%	\$27,996.47	\$1,817,625.42
69	\$103,931.38	\$76,072.80	\$15,265,963.33	2.179%	\$27,858.58	\$1,845,484.00
70	\$103,931.38	\$76,210.93	\$15,189,752.40	2.179%	\$27,720.45	\$1,873,204.44
71	\$103,931.38	\$76,349.32	\$15,113,403.08	2.179%	\$27,582.06	\$1,900,786.50
72	\$103,931.38	\$76,487.96	\$15,036,915.12	2.179%	\$27,443.42	\$1,928,229.92
73	\$103,931.38	\$76,626.85	\$14,960,288.28	2.179%	\$27,304.53	\$1,955,534.45
74	\$103,931.38	\$76,765.99	\$14,883,522.29	2.179%	\$27,165.39	\$1,982,699.85
75	\$103,931.38	\$76,905.38	\$14,806,616.91	2.179%	\$27,026.00	\$2,009,725.84
76	\$103,931.38	\$77,045.03	\$14,729,571.88	2.179%	\$26,886.35	\$2,036,612.19
77	\$103,931.38	\$77,184.93	\$14,652,386.95	2.179%	\$26,746.45	\$2,063,358.64
78	\$103,931.38	\$77,325.09	\$14,575,061.86	2.179%	\$26,606.29	\$2,089,964.93
79	\$103,931.38	\$77,465.49	\$14,497,596.37	2.179%	\$26,465.88	\$2,116,430.81
80	\$103,931.38	\$77,606.16	\$14,419,990.21	2.179%	\$26,325.22	\$2,142,756.03
81	\$103,931.38	\$77,747.08	\$14,342,243.13	2.179%	\$26,184.30	\$2,168,940.33
82	\$103,931.38	\$77,888.25	\$14,264,354.88	2.179%	\$26,043.12	\$2,194,983.45
83	\$103,931.38	\$78,029.69	\$14,186,325.19	2.179%	\$25,901.69	\$2,220,885.14
84	\$103,931.38	\$78,171.38	\$14,108,153.81	2.179%	\$25,760.00	\$2,246,645.15
85	\$103,931.38	\$78,313.32	\$14,029,840.49	2.179%	\$25,618.06	\$2,272,263.20
86	\$103,931.38	\$78,455.53	\$13,951,384.97	2.179%	\$25,475.85	\$2,297,739.05
87	\$103,931.38	\$78,597.99	\$13,872,786.98	2.179%	\$25,333.39	\$2,323,072.44
88	\$103,931.38	\$78,740.71	\$13,794,046.27	2.179%	\$25,190.67	\$2,348,263.11
89	\$103,931.38	\$78,883.69	\$13,715,162.58	2.179%	\$25,047.69	\$2,373,310.80
90	\$103,931.38	\$79,026.93	\$13,636,135.65	2.179%	\$24,904.45	\$2,398,215.25
91	\$103,931.38	\$79,170.43	\$13,556,965.22	2.179%	\$24,760.95	\$2,422,976.20
92	\$103,931.38	\$79,314.19	\$13,477,651.03	2.179%	\$24,617.19	\$2,447,593.39
93	\$103,931.38	\$79,458.21	\$13,398,192.82	2.179%	\$24,473.17	\$2,472,066.56
94	\$103,931.38	\$79,602.49	\$13,318,590.33	2.179%	\$24,328.89	\$2,496,395.44
95	\$103,931.38	\$79,747.04	\$13,238,843.29	2.179%	\$24,184.34	\$2,520,579.78
96	\$103,931.38	\$79,891.84	\$13,158,951.45	2.179%	\$24,039.53	\$2,544,619.32
97	\$103,931.38	\$80,036.92	\$13,078,914.53	2.179%	\$23,894.46	\$2,568,513.78
98	\$103,931.38	\$80,182.25	\$12,998,732.29	2.179%	\$23,749.13	\$2,592,262.91
99	\$103,931.38	\$80,327.85	\$12,918,404.44	2.179%	\$23,603.53	\$2,615,866.44
100	\$103,931.38	\$80,473.71	\$12,837,930.73	2.179%	\$23,457.67	\$2,639,324.11
101	\$103,931.38	\$80,619.84	\$12,757,310.90	2.179%	\$23,311.54	\$2,662,635.65
102	\$103,931.38	\$80,766.23	\$12,676,544.67	2.179%	\$23,165.15	\$2,685,800.80
103	\$103,931.38	\$80,912.89	\$12,595,631.78	2.179%	\$23,018.49	\$2,708,819.30
104	\$103,931.38	\$81,059.81	\$12,514,571.97	2.179%	\$22,871.57	\$2,731,690.86
105	\$103,931.38	\$81,207.00	\$12,433,364.97	2.179%	\$22,724.38	\$2,754,415.24
106	\$103,931.38	\$81,354.46	\$12,352,010.51	2.179%	\$22,576.92	\$2,776,992.16
107	\$103,931.38	\$81,502.19	\$12,270,508.33	2.179%	\$22,429.19	\$2,799,421.35
108	\$103,931.38	\$81,650.18	\$12,188,858.15	2.179%	\$22,281.20	\$2,821,702.55
109	\$103,931.38	\$81,798.44	\$12,107,059.70	2.179%	\$22,132.93	\$2,843,835.48
110	\$103,931.38	\$81,946.98	\$12,025,112.73	2.179%	\$21,984.40	\$2,865,819.89
111	\$103,931.38	\$82,095.78	\$11,943,016.95	2.179%	\$21,835.60	\$2,887,655.49
112	\$103,931.38	\$82,244.85	\$11,860,772.10	2.179%	\$21,686.53	\$2,909,342.02
113	\$103,931.38	\$82,394.19	\$11,778,377.91	2.179%	\$21,537.19	\$2,930,879.20
114	\$103,931.38	\$82,543.81	\$11,695,834.10	2.179%	\$21,387.57	\$2,952,266.77

115	\$103,931.38	\$82,693.69	\$11,613,140.41	2.179%	\$21,237.69	\$2,973,504.46
116	\$103,931.38	\$82,843.85	\$11,530,296.56	2.179%	\$21,087.53	\$2,994,591.99
117	\$103,931.38	\$82,994.28	\$11,447,302.28	2.179%	\$20,937.10	\$3,015,529.08
118	\$103,931.38	\$83,144.98	\$11,364,157.29	2.179%	\$20,786.39	\$3,036,315.48
119	\$103,931.38	\$83,295.96	\$11,280,861.33	2.179%	\$20,635.42	\$3,056,950.89
120	\$103,931.38	\$83,447.21	\$11,197,414.12	2.179%	\$20,484.16	\$3,077,435.05
121	\$103,931.38	\$83,598.74	\$11,113,815.38	2.179%	\$20,332.64	\$3,097,767.69
122	\$103,931.38	\$83,750.54	\$11,030,064.84	2.179%	\$20,180.84	\$3,117,948.53
123	\$103,931.38	\$83,902.62	\$10,946,162.22	2.179%	\$20,028.76	\$3,137,977.29
124	\$103,931.38	\$84,054.97	\$10,862,107.25	2.179%	\$19,876.41	\$3,157,853.69
125	\$103,931.38	\$84,207.60	\$10,777,899.64	2.179%	\$19,723.78	\$3,177,577.47
126	\$103,931.38	\$84,360.51	\$10,693,539.14	2.179%	\$19,570.87	\$3,197,148.34
127	\$103,931.38	\$84,513.69	\$10,609,025.44	2.179%	\$19,417.68	\$3,216,566.03
128	\$103,931.38	\$84,667.16	\$10,524,358.29	2.179%	\$19,264.22	\$3,235,830.25
129	\$103,931.38	\$84,820.90	\$10,439,537.39	2.179%	\$19,110.48	\$3,254,940.73
130	\$103,931.38	\$84,974.92	\$10,354,562.47	2.179%	\$18,956.46	\$3,273,897.19
131	\$103,931.38	\$85,129.22	\$10,269,433.25	2.179%	\$18,802.16	\$3,292,699.35
132	\$103,931.38	\$85,283.80	\$10,184,149.45	2.179%	\$18,647.58	\$3,311,346.93
133	\$103,931.38	\$85,438.66	\$10,098,710.80	2.179%	\$18,492.72	\$3,329,839.64
134	\$103,931.38	\$85,593.80	\$10,013,116.99	2.179%	\$18,337.58	\$3,348,177.22
135	\$103,931.38	\$85,749.23	\$9,927,367.77	2.179%	\$18,182.15	\$3,366,359.37
136	\$103,931.38	\$85,904.93	\$9,841,462.83	2.179%	\$18,026.45	\$3,384,385.82
137	\$103,931.38	\$86,060.92	\$9,755,401.91	2.179%	\$17,870.46	\$3,402,256.27
138	\$103,931.38	\$86,217.19	\$9,669,184.72	2.179%	\$17,714.18	\$3,419,970.46
139	\$103,931.38	\$86,373.75	\$9,582,810.97	2.179%	\$17,557.63	\$3,437,528.09
140	\$103,931.38	\$86,530.59	\$9,496,280.38	2.179%	\$17,400.79	\$3,454,928.87
141	\$103,931.38	\$86,687.72	\$9,409,592.66	2.179%	\$17,243.66	\$3,472,172.54
142	\$103,931.38	\$86,845.13	\$9,322,747.54	2.179%	\$17,086.25	\$3,489,258.79
143	\$103,931.38	\$87,002.82	\$9,235,744.71	2.179%	\$16,928.56	\$3,506,187.34
144	\$103,931.38	\$87,160.80	\$9,148,583.91	2.179%	\$16,770.57	\$3,522,957.92
145	\$103,931.38	\$87,319.07	\$9,061,264.84	2.179%	\$16,612.30	\$3,539,570.22
146	\$103,931.38	\$87,477.63	\$8,973,787.20	2.179%	\$16,453.75	\$3,556,023.97
147	\$103,931.38	\$87,636.48	\$8,886,150.73	2.179%	\$16,294.90	\$3,572,318.87
148	\$103,931.38	\$87,795.61	\$8,798,355.12	2.179%	\$16,135.77	\$3,588,454.64
149	\$103,931.38	\$87,955.03	\$8,710,400.09	2.179%	\$15,976.35	\$3,604,430.98
150	\$103,931.38	\$88,114.74	\$8,622,285.34	2.179%	\$15,816.63	\$3,620,247.62
151	\$103,931.38	\$88,274.74	\$8,534,010.60	2.179%	\$15,656.63	\$3,635,904.25
152	\$103,931.38	\$88,435.04	\$8,445,575.56	2.179%	\$15,496.34	\$3,651,400.59
153	\$103,931.38	\$88,595.62	\$8,356,979.94	2.179%	\$15,335.76	\$3,666,736.35
154	\$103,931.38	\$88,756.50	\$8,268,223.45	2.179%	\$15,174.88	\$3,681,911.23
155	\$103,931.38	\$88,917.66	\$8,179,305.79	2.179%	\$15,013.72	\$3,696,924.95
156	\$103,931.38	\$89,079.12	\$8,090,226.66	2.179%	\$14,852.26	\$3,711,777.20
157	\$103,931.38	\$89,240.87	\$8,000,985.79	2.179%	\$14,690.50	\$3,726,467.71
158	\$103,931.38	\$89,402.92	\$7,911,582.87	2.179%	\$14,528.46	\$3,740,996.16
159	\$103,931.38	\$89,565.26	\$7,822,017.61	2.179%	\$14,366.12	\$3,755,362.28
160	\$103,931.38	\$89,727.90	\$7,732,289.71	2.179%	\$14,203.48	\$3,769,565.76
161	\$103,931.38	\$89,890.83	\$7,642,398.88	2.179%	\$14,040.55	\$3,783,606.31
162	\$103,931.38	\$90,054.06	\$7,552,344.82	2.179%	\$13,877.32	\$3,797,483.63
163	\$103,931.38	\$90,217.58	\$7,462,127.25	2.179%	\$13,713.80	\$3,811,197.43
164	\$103,931.38	\$90,381.40	\$7,371,745.85	2.179%	\$13,549.98	\$3,824,747.41
165	\$103,931.38	\$90,545.52	\$7,281,200.33	2.179%	\$13,385.86	\$3,838,133.27
166	\$103,931.38	\$90,709.93	\$7,190,490.40	2.179%	\$13,221.45	\$3,851,354.72
167	\$103,931.38	\$90,874.65	\$7,099,615.75	2.179%	\$13,056.73	\$3,864,411.45
168	\$103,931.38	\$91,039.66	\$7,008,576.10	2.179%	\$12,891.72	\$3,877,303.17
169	\$103,931.38	\$91,204.97	\$6,917,371.12	2.179%	\$12,726.41	\$3,890,029.58
170	\$103,931.38	\$91,370.58	\$6,826,000.54	2.179%	\$12,560.79	\$3,902,590.37
171	\$103,931.38	\$91,536.50	\$6,734,464.04	2.179%	\$12,394.88	\$3,914,985.25
172	\$103,931.38	\$91,702.71	\$6,642,761.33	2.179%	\$12,228.66	\$3,927,213.91
173	\$103,931.38	\$91,869.23	\$6,550,892.10	2.179%	\$12,062.15	\$3,939,276.06
174	\$103,931.38	\$92,036.05	\$6,458,856.05	2.179%	\$11,895.33	\$3,951,171.39
175	\$103,931.38	\$92,203.17	\$6,366,652.87	2.179%	\$11,728.21	\$3,962,899.60
176	\$103,931.38	\$92,370.60	\$6,274,282.28	2.179%	\$11,560.78	\$3,974,460.38
177	\$103,931.38	\$92,538.33	\$6,181,743.95	2.179%	\$11,393.05	\$3,985,853.43
178	\$103,931.38	\$92,706.36	\$6,089,037.59	2.179%	\$11,225.02	\$3,997,078.44
179	\$103,931.38	\$92,874.70	\$5,996,162.89	2.179%	\$11,056.68	\$4,008,135.12
180	\$103,931.38	\$93,043.35	\$5,903,119.54	2.179%	\$10,888.03	\$4,019,023.15
181	\$103,931.38	\$93,212.30	\$5,809,907.25	2.179%	\$10,719.08	\$4,029,742.23
182	\$103,931.38	\$93,381.55	\$5,716,525.69	2.179%	\$10,549.82	\$4,040,292.06
183	\$103,931.38	\$93,551.12	\$5,622,974.57	2.179%	\$10,380.26	\$4,050,672.32
184	\$103,931.38	\$93,720.99	\$5,529,253.58	2.179%	\$10,210.38	\$4,060,882.70
185	\$103,931.38	\$93,891.17	\$5,435,362.40	2.179%	\$10,040.20	\$4,070,922.90
186	\$103,931.38	\$94,061.67	\$5,341,300.74	2.179%	\$9,869.71	\$4,080,792.62
187	\$103,931.38	\$94,232.47	\$5,247,068.27	2.179%	\$9,698.91	\$4,090,491.53
188	\$103,931.38	\$94,403.58	\$5,152,664.70	2.179%	\$9,527.80	\$4,100,019.33
189	\$103,931.38	\$94,575.00	\$5,058,089.70	2.179%	\$9,356.38	\$4,109,375.71
190	\$103,931.38	\$94,746.73	\$4,963,342.97	2.179%	\$9,184.65	\$4,118,560.36

191	\$103,931.38	\$94,918.77	\$4,868,424.19	2.179%	\$9,012.60	\$4,127,572.96
192	\$103,931.38	\$95,091.13	\$4,773,333.06	2.179%	\$8,840.25	\$4,136,413.21
193	\$103,931.38	\$95,263.80	\$4,678,069.26	2.179%	\$8,667.58	\$4,145,080.78
194	\$103,931.38	\$95,436.78	\$4,582,632.48	2.179%	\$8,494.59	\$4,153,575.38
195	\$103,931.38	\$95,610.08	\$4,487,022.40	2.179%	\$8,321.30	\$4,161,896.68
196	\$103,931.38	\$95,783.69	\$4,391,238.70	2.179%	\$8,147.68	\$4,170,044.36
197	\$103,931.38	\$95,957.62	\$4,295,281.08	2.179%	\$7,973.76	\$4,178,018.12
198	\$103,931.38	\$96,131.86	\$4,199,149.22	2.179%	\$7,799.51	\$4,185,817.63
199	\$103,931.38	\$96,306.42	\$4,102,842.80	2.179%	\$7,624.96	\$4,193,442.59
200	\$103,931.38	\$96,481.30	\$4,006,361.50	2.179%	\$7,450.08	\$4,200,892.67
201	\$103,931.38	\$96,656.49	\$3,909,705.01	2.179%	\$7,274.88	\$4,208,167.55
202	\$103,931.38	\$96,832.01	\$3,812,873.00	2.179%	\$7,099.37	\$4,215,266.92
203	\$103,931.38	\$97,007.84	\$3,715,865.16	2.179%	\$6,923.54	\$4,222,190.47
204	\$103,931.38	\$97,183.99	\$3,618,681.18	2.179%	\$6,747.39	\$4,228,937.86
205	\$103,931.38	\$97,360.46	\$3,521,320.72	2.179%	\$6,570.92	\$4,235,508.78
206	\$103,931.38	\$97,537.25	\$3,423,783.48	2.179%	\$6,394.13	\$4,241,902.91
207	\$103,931.38	\$97,714.36	\$3,326,069.12	2.179%	\$6,217.02	\$4,248,119.93
208	\$103,931.38	\$97,891.79	\$3,228,177.33	2.179%	\$6,039.59	\$4,254,159.52
209	\$103,931.38	\$98,069.55	\$3,130,107.78	2.179%	\$5,861.83	\$4,260,021.35
210	\$103,931.38	\$98,247.62	\$3,031,860.16	2.179%	\$5,683.75	\$4,265,705.10
211	\$103,931.38	\$98,426.03	\$2,933,434.13	2.179%	\$5,505.35	\$4,271,210.46
212	\$103,931.38	\$98,604.75	\$2,834,829.38	2.179%	\$5,326.63	\$4,276,537.08
213	\$103,931.38	\$98,783.80	\$2,736,045.58	2.179%	\$5,147.58	\$4,281,684.66
214	\$103,931.38	\$98,963.18	\$2,637,082.41	2.179%	\$4,968.20	\$4,286,652.87
215	\$103,931.38	\$99,142.88	\$2,537,939.53	2.179%	\$4,788.50	\$4,291,441.37
216	\$103,931.38	\$99,322.90	\$2,438,616.63	2.179%	\$4,608.48	\$4,296,049.84
217	\$103,931.38	\$99,503.26	\$2,339,113.37	2.179%	\$4,428.12	\$4,300,477.96
218	\$103,931.38	\$99,683.94	\$2,239,429.43	2.179%	\$4,247.44	\$4,304,725.40
219	\$103,931.38	\$99,864.95	\$2,139,564.49	2.179%	\$4,066.43	\$4,308,791.83
220	\$103,931.38	\$100,046.29	\$2,039,518.20	2.179%	\$3,885.09	\$4,312,676.93
221	\$103,931.38	\$100,227.95	\$1,939,290.25	2.179%	\$3,703.43	\$4,316,380.35
222	\$103,931.38	\$100,409.95	\$1,838,880.30	2.179%	\$3,521.43	\$4,319,901.78
223	\$103,931.38	\$100,592.28	\$1,738,288.02	2.179%	\$3,339.10	\$4,323,240.88
224	\$103,931.38	\$100,774.94	\$1,637,513.08	2.179%	\$3,156.44	\$4,326,397.32
225	\$103,931.38	\$100,957.93	\$1,536,555.16	2.179%	\$2,973.45	\$4,329,370.77
226	\$103,931.38	\$101,141.25	\$1,435,413.91	2.179%	\$2,790.13	\$4,332,160.90
227	\$103,931.38	\$101,324.91	\$1,334,089.00	2.179%	\$2,606.47	\$4,334,767.37
228	\$103,931.38	\$101,508.89	\$1,232,580.11	2.179%	\$2,422.48	\$4,337,189.86
229	\$103,931.38	\$101,693.22	\$1,130,886.89	2.179%	\$2,238.16	\$4,339,428.02
230	\$103,931.38	\$101,877.88	\$1,029,009.01	2.179%	\$2,053.50	\$4,341,481.52
231	\$103,931.38	\$102,062.87	\$926,946.15	2.179%	\$1,868.51	\$4,343,350.03
232	\$103,931.38	\$102,248.20	\$824,697.95	2.179%	\$1,683.18	\$4,345,033.21
233	\$103,931.38	\$102,433.86	\$722,264.08	2.179%	\$1,497.51	\$4,346,530.72
234	\$103,931.38	\$102,619.87	\$619,644.22	2.179%	\$1,311.51	\$4,347,842.23
235	\$103,931.38	\$102,806.21	\$516,838.01	2.179%	\$1,125.17	\$4,348,967.40
236	\$103,931.38	\$102,992.89	\$413,845.12	2.179%	\$938.49	\$4,349,905.89
237	\$103,931.38	\$103,179.90	\$310,665.22	2.179%	\$751.47	\$4,350,657.37
238	\$103,931.38	\$103,367.26	\$207,297.96	2.179%	\$564.12	\$4,351,221.48
239	\$103,931.38	\$103,554.96	\$103,743.00	2.179%	\$376.42	\$4,351,597.90
240	\$103,931.38	\$103,743.00	\$0.00	2.179%	\$188.38	\$4,351,786.28

**EXHIBIT "C"**

**DEBT OBLIGATION**

DEBT OBLIGATION

Amity Township  
75403  
[%SETTLEMENT DATE%]

# DEBT OBLIGATION

## UNITED STATES OF AMERICA COMMONWEALTH OF PENNSYLVANIA

Amity Township  
Loan Number 75403  
\$20,400,000.00  
Harrisburg, PA  
[%SETTLEMENT DATE%]

FOR VALUE RECEIVED, Amity Township, an entity organized and existing under the laws of the Commonwealth of Pennsylvania or authorized to do business in the Commonwealth of Pennsylvania, with an office at [%FINANCIAL DISBURSEMENT ADDRESS%] (“Maker”), is authorized to issue this Debt Obligation and promises to pay to the Pennsylvania Infrastructure Investment Authority, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at 333 Market Street, 18th Floor, Harrisburg, Pennsylvania 17101-2210 (“Payee”), at such office of Payee or at such other office of Payee or such other place as Payee may designate from time to time in writing, the principal sum of the portion of the Debt Obligation that has been advanced by Payee to or for the benefit of Maker pursuant to the Funding Agreement, in lawful money of the United States of America, together with interest thereon from the date hereof at the rates herein provided, and both payable as hereinafter provided.

### A. DEFINITIONS

The terms used herein shall have the meanings given to them under the Funding Agreement by and between Maker and Payee of even date herewith with respect to the loan number set forth above. The following additional words and phrases shall have the meanings given to them in this section when used in this Debt Obligation:

“COMPTROLLER” shall mean the Pennsylvania Public Protection and Recreation Comptroller’s Office, which serves as the assigned comptroller for the Payee.

“PROPOSED AMORTIZATION SCHEDULE” shall mean the proposed schedule of principal and interest payments provided to the Maker by the Payee on the date hereof, attached hereto as Exhibit A, which schedule assumes the full amount of the Debt Obligation will be used by Maker to complete the Project in accordance with the schedule set forth in the Project Management Plan, attached as Exhibit E to the Funding Agreement.

“REVISED AMORTIZATION SCHEDULE” shall mean the final schedule of principal and interest payments, provided to the Maker by the Comptroller upon completion of construction of the Project, as defined under Paragraph D.1. of the Funding Agreement, including adjustments to the principal amount necessary to complete the Project and the timeline for completion.



“SCHEDULED AMORTIZATION DATE” shall mean the date set forth in the Project Management Plan, attached as Exhibit E to the Funding Agreement, as the scheduled date to complete the project and initiate principal and interest payments.

## **B. INTEREST ONLY PERIOD**

The Maker is obligated to pay interest only payments on the debt proceeds drawn down on the first day of the month following a loan advance at the approved loan interest rate established for Years 1-5 on the Project Specific Terms, attached as Exhibit A to the Funding Agreement, until the earlier of:

- a) the calendar month preceding the Scheduled Amortization Date, or
- b) the calendar month during which all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement have been completed.

In no event shall the date extend beyond the Scheduled Amortization Date without the express written consent of the Payee.

## **C. PAYMENTS OF PRINCIPAL AND INTEREST**

On the earlier of:

- a) the Scheduled Amortization Date, or
- b) the first day of the first calendar month following the completion of all actions required to complete construction of the Project, as defined under Paragraph D.1. of the Funding Agreement, the Maker shall make payments of principal and interest as follows:

If the Maker has completed all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement prior to the Scheduled Amortization Date, the unpaid principal sum then outstanding and all accrued and unpaid interest shall be payable in consecutive monthly installments on the first day of each month commencing with the first calendar month following completion of the Project, as defined under Paragraph D.1. of the Funding Agreement, over the amortization period and at the approved loan interest rates set forth in the Project Specific Terms, set forth in Exhibit A to the Funding Agreement, in accordance with the Revised Amortization Schedule to be provided by the Comptroller to the Maker.

If the Maker has not completed all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement prior to the Scheduled Amortization Date, Maker shall make payments of principal and interest commencing on the Scheduled Amortization Date in accordance with the Proposed Amortization Schedule. Maker will pay interest only on the unpaid principal sum of the loan then outstanding. Any additional payment made in accordance with the Proposed Amortization Schedule will be applied to the principal balance of the loan. Once the Maker has completed all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement, a Revised Amortization Schedule will be provided to the Maker by the Comptroller, if necessary.

#### **D. TERM OF REPAYMENT**

The repayment of principal and interest shall continue in accordance with the Proposed Amortization Schedule, or Revised Amortization Schedule, as may be applicable, at the approved loan interest rates and term set forth in the Project Specific Terms, attached as Exhibit A to the Funding Agreement. Any unpaid principal sum outstanding and any accrued and unpaid interest at the conclusion of the Proposed Amortization Schedule, or Revised Amortization Schedule, as may be applicable, shall become immediately due and payable to Payee.

#### **E. PREPAYMENTS**

Maker may not prepay at any time all or any portion of the unpaid principal sum hereunder without first obtaining the prior written consent of the Payee, which shall not be unreasonably withheld or delayed. The Maker shall submit a letter of intent to prepay to Payee no later than fifteen (15) days prior to the first day of the month Maker intends to prepay. If the Payee consents to the Maker's prepayment, the Maker may prepay, on the date that is mutually agreed upon by both the Payee and Maker, all or any portion of the unpaid principal sum hereunder without penalty or premium; provided, however, that:

1. Any prepayment (whether voluntary or involuntary) shall be applied first to any accrued and unpaid interest hereunder up to the date of such prepayment, then to any other sums which may be payable to Payee under the Funding Documents up to the date of such prepayment and then to the principal sum hereunder;
2. Any such prepayment shall be applied to installments due hereunder in the inverse order of their maturity; and
3. The acceptance of any such prepayment when there is an event of default in existence hereunder shall not constitute a waiver, release or accord and satisfaction thereof or of any rights of Payee with respect thereto.

#### **F. COLLATERAL**

This Debt Obligation, and the due performance by Maker of all of its obligations hereunder, is secured by the Project Collateral, and any documents necessary to provide for the same. It hereby is certified that:

1. All acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Debt Obligation, or in creation of the debt of which this is evidence, or in the provision of the Project Collateral provided to secure the Debt Obligation have been done, have happened or have been performed in due and regular form and manner, as required by law; and
2. The debt represented by this Debt Obligation, together with any other indebtedness of the Maker is not in excess of any limitation imposed by law or agreement upon the incurring of debt by the Maker.

#### **G. LATE CHARGE**

In the event that any payment of principal or interest due to Payee hereunder shall not be paid when due and shall remain unpaid in excess of thirty (30) days after the due date, in addition to and not in limitation of any other rights or remedies which Payee may have in respect thereof under any of the Funding Documents, including but not limited to Payee's rights in and to the Project Collateral, Maker shall pay Payee on demand a late charge computed at the rate of four cents (\$.04) for each dollar (or part thereof) of the amount not paid, to cover the extra expense and inconvenience to Payee in ensuring payment of such delinquent amount. The amount of any such late charge not paid promptly following demand therefor shall be deemed outstanding and payable pursuant to this Debt Obligation.

#### **H. EVENTS OF DEFAULT**

The occurrence of any one or more of the following events shall constitute an event of default hereunder, provided that the default has not been cured within the applicable cure periods set forth in the Funding Agreement:

1. Maker shall fail to make any payment of principal and/or interest due to Payee under this Debt Obligation or under any of the Funding Documents when the same shall become due and payable, whether at maturity, by acceleration or otherwise; or
2. Any event of default shall occur under the terms of any of the Funding Documents.

#### **I. REMEDIES**

1. Upon the occurrence of an event of default hereunder, the entire unpaid principal sum hereof, plus all interest accrued thereon, plus all other sums due and payable to Payee under the Funding Documents shall, at the option of Payee, become due and payable immediately upon written request.

2. No right or remedy conferred upon or reserved to Payee under any of the Funding Documents, or with respect to any Project Collateral, or now or hereafter existing at law or in equity or by statute or other legislative enactment, is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and concurrent, and shall be in addition to every other such right or remedy, and may be pursued singly, concurrently, successively or otherwise, at the sole discretion of Payee, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor shall occur. No act of Payee shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of Payee shall be separate, distinct and cumulative and none shall be given effect to the exclusion of any other. The failure to exercise or delay in exercising any such right or remedy, or the failure to insist upon strict performance of any term of any of the Funding Documents, shall not be construed as a waiver or release of the same or of any event of default thereunder, or of any obligation or liability of Maker thereunder.

3. The recovery of any judgment by Payee and/or the levy of execution under any judgment upon any Project Collateral shall not affect in any manner or to any extent the pledge of the System Revenues, to the extent the Project Collateral includes a lien on the System Revenues, as set forth in the Project Specific Terms, attached as Exhibit A to the Funding Agreement, or any security interest under the Funding Documents in any Project Collateral, or any rights, remedies or powers of Payee under any of the Funding Documents or with respect to any Project Collateral, but such pledge and such security interest, and such rights, remedies and power of Payee shall continue unimpaired as before. Further, the exercise by Payee of its rights and remedies and the entry of any judgment by Payee shall not affect in any way the interest rate payable hereunder or under any of the other Funding Documents on any amounts due to Payee but interest shall continue to accrue on such amounts at the rate specified herein or in such Funding Document.

4. Maker hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, and any and all other notices in connection with any default in the payment of, or any enforcement of the payment of, all amounts due under the Funding Documents, except for notices of defaults and opportunities to cure expressly provided for in this Debt Obligation or the Funding Documents. To the extent permitted by law, Maker waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. Maker further waives and releases all procedural errors, defects and imperfections in any proceedings instituted by Payee under the terms of any Funding Document or with respect to any Project Collateral.

5. Maker agrees that Payee may release, compromise, forbear with respect to, waive, suspend, extend or renew any of the terms of the Funding Documents and Maker hereby waives any notice of any of the foregoing, and that the Funding Documents may be amended, supplemented or modified by Payee and the Maker and that Payee may resort to any Project Collateral in such order and manner as it may think fit, or accept the assignment, substitution, exchange or pledge of any other Project Collateral in place of, or releases for such consideration, or none, as it may require, all or any portion of any Project Collateral, without in any way affecting the validity of any lien or other security interest in the remainder of any such Project Collateral (or the priority thereof or the position of any subordinate holder of any security interest with respect thereto); and any action taken by Payee pursuant to the foregoing shall in no way be construed as a waiver or release of any right or remedy of Payee, or of any event of default, or of any liability or obligation of Maker, under any of the Funding Documents.

## **J. COSTS AND EXPENSES**

Following the occurrence of any event of default, Maker shall pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants and other advisors employed by Payee and to any contractors for labor and materials), incurred by Payee in the exercise of any of its rights, remedies or powers under any of the Funding Documents with respect to any Project Collateral as a result of such event of default, and any amount thereof not paid on the first business day following demand therefor shall be added to the principal sum hereunder and shall bear interest at the rate then applicable. Nothing in this paragraph shall limit the Maker's obligation to pay costs and expenses for which Maker is already liable under any other Funding Document.

## **K. TAXES**

Maker shall pay the cost of any revenue, tax or other stamps now or hereafter required by the laws of the Commonwealth or the United States to be affixed to this Debt Obligation and if any taxes are imposed under the laws of the Commonwealth or the United States with respect to secured debts.

## **L. SEVERABILITY**

In the event that for any reason one or more of the provisions of the Debt Obligation or the application of the same to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of the Debt Obligation, but the Debt Obligation shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **M. SUCCESSORS AND ASSIGNS**

The Debt Obligation inures to the benefit of Payee and binds Maker, and their respective successors and assigns, and the words Payee and Maker whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

## **N. NOTICES**

All notices required or desired to be given to either of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by receipted mail via overnight courier, certified or registered mail, return receipt requested, or electronic delivery or mailed through the United States Post Office to such party at its address set forth below:

Maker: 2004 Weaver Town Road, Douglassville, PA-19518-8971

Authority: Pennsylvania Infrastructure Investment Authority  
333 Market Street, 18th Floor  
Harrisburg, Pennsylvania 17101-2210  
Attention: Executive Director

Such notice shall be deemed to be given when received if delivered personally or two (2) days after the date mailed if sent by certified/registered mail or regular mail through the United States Post Office. Any notice of any change in such address shall also be given in the manner set forth above. Whenever notice is required, the party entitled to receive such notice may waive the requirement by notifying the party required to give the notice in writing.

#### **O. DEFINITIONS, NUMBER AND GENDER**

In the event Maker consists of more than one person or entity, the obligations and liabilities hereunder of each of such persons and entities shall be joint and several and the word Maker shall mean all, some or any of them. For purposes of this Debt Obligation, the singular shall be deemed to include the plural and the neuter shall be deemed to include the masculine and feminine, as the context may require. The references herein to the Funding Documents or any one of them shall include any supplements to or any amendments of or restatements of such Funding Documents or any one of them.

#### **P. INCORPORATION BY REFERENCE**

All of the terms and provisions of the Funding Documents, to the extent not inconsistent herewith, are incorporated herein by reference.

#### **Q. CAPTIONS**

The captions or heading of the sections in the Debt Obligation are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Debt Obligation.

#### **R. GOVERNING LAW**

This Debt Obligation shall be governed by and construed in accordance with the laws of the Commonwealth.

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IN WITNESS WHEREOF, the Maker has executed this Debt Obligation effective on the date first above written.

MAKER

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## EXHIBIT A

**Loan Number:** 75403      **Project Number:** 06311152401-CS      **Current Status:** Loan Closing  
**Project Title:** Amity Township  
**Recipient:** Amity Township

Principal Amount:	\$20,400,000.00
Years 1 - 5 Interest Rate:	1.743%
Years 5+ Interest Rate:	2.179%
Term of Loan:	240 months

Payment Number	Monthly Payment	Principal Paid	Principal Remaining	Interest Rate	Interest Paid	Cumulative Interest Paid
1	\$100,735.64	\$71,104.64	\$20,328,895.36	1.743%	\$29,631.00	\$29,631.00
2	\$100,735.64	\$71,207.92	\$20,257,687.45	1.743%	\$29,527.72	\$59,158.72
3	\$100,735.64	\$71,311.35	\$20,186,376.10	1.743%	\$29,424.29	\$88,583.01
4	\$100,735.64	\$71,414.93	\$20,114,961.17	1.743%	\$29,320.71	\$117,903.72
5	\$100,735.64	\$71,518.66	\$20,043,442.52	1.743%	\$29,216.98	\$147,120.70
6	\$100,735.64	\$71,622.54	\$19,971,819.98	1.743%	\$29,113.10	\$176,233.80
7	\$100,735.64	\$71,726.57	\$19,900,093.41	1.743%	\$29,009.07	\$205,242.87
8	\$100,735.64	\$71,830.75	\$19,828,262.66	1.743%	\$28,904.89	\$234,147.76
9	\$100,735.64	\$71,935.09	\$19,756,327.57	1.743%	\$28,800.55	\$262,948.31
10	\$100,735.64	\$72,039.57	\$19,684,288.00	1.743%	\$28,696.07	\$291,644.38
11	\$100,735.64	\$72,144.21	\$19,612,143.79	1.743%	\$28,591.43	\$320,235.80
12	\$100,735.64	\$72,249.00	\$19,539,894.79	1.743%	\$28,486.64	\$348,722.44
13	\$100,735.64	\$72,353.94	\$19,467,540.85	1.743%	\$28,381.70	\$377,104.14
14	\$100,735.64	\$72,459.03	\$19,395,081.81	1.743%	\$28,276.60	\$405,380.74
15	\$100,735.64	\$72,564.28	\$19,322,517.53	1.743%	\$28,171.36	\$433,552.10
16	\$100,735.64	\$72,669.68	\$19,249,847.85	1.743%	\$28,065.96	\$461,618.06
17	\$100,735.64	\$72,775.23	\$19,177,072.62	1.743%	\$27,960.40	\$489,578.46
18	\$100,735.64	\$72,880.94	\$19,104,191.68	1.743%	\$27,854.70	\$517,433.16
19	\$100,735.64	\$72,986.80	\$19,031,204.88	1.743%	\$27,748.84	\$545,182.00



20	\$100,735.64	\$73,092.81	\$18,958,112.07	1.743%	\$27,642.83	\$572,824.82
21	\$100,735.64	\$73,198.98	\$18,884,913.09	1.743%	\$27,536.66	\$600,361.48
22	\$100,735.64	\$73,305.30	\$18,811,607.79	1.743%	\$27,430.34	\$627,791.82
23	\$100,735.64	\$73,411.78	\$18,738,196.01	1.743%	\$27,323.86	\$655,115.68
24	\$100,735.64	\$73,518.41	\$18,664,677.60	1.743%	\$27,217.23	\$682,332.91
25	\$100,735.64	\$73,625.19	\$18,591,052.41	1.743%	\$27,110.44	\$709,443.35
26	\$100,735.64	\$73,732.13	\$18,517,320.27	1.743%	\$27,003.50	\$736,446.85
27	\$100,735.64	\$73,839.23	\$18,443,481.04	1.743%	\$26,896.41	\$763,343.26
28	\$100,735.64	\$73,946.48	\$18,369,534.56	1.743%	\$26,789.16	\$790,132.42
29	\$100,735.64	\$74,053.89	\$18,295,480.67	1.743%	\$26,681.75	\$816,814.17
30	\$100,735.64	\$74,161.45	\$18,221,319.22	1.743%	\$26,574.19	\$843,388.35
31	\$100,735.64	\$74,269.17	\$18,147,050.05	1.743%	\$26,466.47	\$869,854.82
32	\$100,735.64	\$74,377.05	\$18,072,673.00	1.743%	\$26,358.59	\$896,213.41
33	\$100,735.64	\$74,485.08	\$17,998,187.92	1.743%	\$26,250.56	\$922,463.97
34	\$100,735.64	\$74,593.27	\$17,923,594.65	1.743%	\$26,142.37	\$948,606.33
35	\$100,735.64	\$74,701.62	\$17,848,893.03	1.743%	\$26,034.02	\$974,640.36
36	\$100,735.64	\$74,810.12	\$17,774,082.91	1.743%	\$25,925.52	\$1,000,565.87
37	\$100,735.64	\$74,918.78	\$17,699,164.13	1.743%	\$25,816.86	\$1,026,382.73
38	\$100,735.64	\$75,027.60	\$17,624,136.53	1.743%	\$25,708.04	\$1,052,090.76
39	\$100,735.64	\$75,136.58	\$17,548,999.95	1.743%	\$25,599.06	\$1,077,689.82
40	\$100,735.64	\$75,245.72	\$17,473,754.24	1.743%	\$25,489.92	\$1,103,179.74
41	\$100,735.64	\$75,355.01	\$17,398,399.23	1.743%	\$25,380.63	\$1,128,560.37
42	\$100,735.64	\$75,464.46	\$17,322,934.76	1.743%	\$25,271.17	\$1,153,831.55
43	\$100,735.64	\$75,574.08	\$17,247,360.69	1.743%	\$25,161.56	\$1,178,993.11
44	\$100,735.64	\$75,683.85	\$17,171,676.84	1.743%	\$25,051.79	\$1,204,044.90
45	\$100,735.64	\$75,793.78	\$17,095,883.06	1.743%	\$24,941.86	\$1,228,986.76
46	\$100,735.64	\$75,903.87	\$17,019,979.20	1.743%	\$24,831.77	\$1,253,818.53
47	\$100,735.64	\$76,014.12	\$16,943,965.08	1.743%	\$24,721.52	\$1,278,540.05
48	\$100,735.64	\$76,124.53	\$16,867,840.55	1.743%	\$24,611.11	\$1,303,151.16
49	\$100,735.64	\$76,235.10	\$16,791,605.45	1.743%	\$24,500.54	\$1,327,651.70
50	\$100,735.64	\$76,345.83	\$16,715,259.62	1.743%	\$24,389.81	\$1,352,041.51
51	\$100,735.64	\$76,456.72	\$16,638,802.90	1.743%	\$24,278.91	\$1,376,320.42
52	\$100,735.64	\$76,567.78	\$16,562,235.12	1.743%	\$24,167.86	\$1,400,488.28
53	\$100,735.64	\$76,678.99	\$16,485,556.13	1.743%	\$24,056.65	\$1,424,544.93

54	\$100,735.64	\$76,790.37	\$16,408,765.76	1.743%	\$23,945.27	\$1,448,490.20
55	\$100,735.64	\$76,901.91	\$16,331,863.86	1.743%	\$23,833.73	\$1,472,323.93
56	\$100,735.64	\$77,013.61	\$16,254,850.25	1.743%	\$23,722.03	\$1,496,045.96
57	\$100,735.64	\$77,125.47	\$16,177,724.78	1.743%	\$23,610.17	\$1,519,656.13
58	\$100,735.64	\$77,237.49	\$16,100,487.29	1.743%	\$23,498.15	\$1,543,154.28
59	\$100,735.64	\$77,349.68	\$16,023,137.61	1.743%	\$23,385.96	\$1,566,540.24
60	\$100,735.64	\$77,462.03	\$15,945,675.58	1.743%	\$23,273.61	\$1,589,813.84
61	\$103,931.38	\$74,976.69	\$15,870,698.89	2.179%	\$28,954.69	\$1,618,768.53
62	\$103,931.38	\$75,112.83	\$15,795,586.06	2.179%	\$28,818.54	\$1,647,587.08
63	\$103,931.38	\$75,249.23	\$15,720,336.83	2.179%	\$28,682.15	\$1,676,269.23
64	\$103,931.38	\$75,385.87	\$15,644,950.97	2.179%	\$28,545.51	\$1,704,814.74
65	\$103,931.38	\$75,522.75	\$15,569,428.21	2.179%	\$28,408.62	\$1,733,223.36
66	\$103,931.38	\$75,659.89	\$15,493,768.32	2.179%	\$28,271.49	\$1,761,494.85
67	\$103,931.38	\$75,797.28	\$15,417,971.04	2.179%	\$28,134.10	\$1,789,628.95
68	\$103,931.38	\$75,934.91	\$15,342,036.13	2.179%	\$27,996.47	\$1,817,625.42
69	\$103,931.38	\$76,072.80	\$15,265,963.33	2.179%	\$27,858.58	\$1,845,484.00
70	\$103,931.38	\$76,210.93	\$15,189,752.40	2.179%	\$27,720.45	\$1,873,204.44
71	\$103,931.38	\$76,349.32	\$15,113,403.08	2.179%	\$27,582.06	\$1,900,786.50
72	\$103,931.38	\$76,487.96	\$15,036,915.12	2.179%	\$27,443.42	\$1,928,229.92
73	\$103,931.38	\$76,626.85	\$14,960,288.28	2.179%	\$27,304.53	\$1,955,534.45
74	\$103,931.38	\$76,765.99	\$14,883,522.29	2.179%	\$27,165.39	\$1,982,699.85
75	\$103,931.38	\$76,905.38	\$14,806,616.91	2.179%	\$27,026.00	\$2,009,725.84
76	\$103,931.38	\$77,045.03	\$14,729,571.88	2.179%	\$26,886.35	\$2,036,612.19
77	\$103,931.38	\$77,184.93	\$14,652,386.95	2.179%	\$26,746.45	\$2,063,358.64
78	\$103,931.38	\$77,325.09	\$14,575,061.86	2.179%	\$26,606.29	\$2,089,964.93
79	\$103,931.38	\$77,465.49	\$14,497,596.37	2.179%	\$26,465.88	\$2,116,430.81
80	\$103,931.38	\$77,606.16	\$14,419,990.21	2.179%	\$26,325.22	\$2,142,756.03
81	\$103,931.38	\$77,747.08	\$14,342,243.13	2.179%	\$26,184.30	\$2,168,940.33
82	\$103,931.38	\$77,888.25	\$14,264,354.88	2.179%	\$26,043.12	\$2,194,983.45
83	\$103,931.38	\$78,029.69	\$14,186,325.19	2.179%	\$25,901.69	\$2,220,885.14
84	\$103,931.38	\$78,171.38	\$14,108,153.81	2.179%	\$25,760.00	\$2,246,645.15
85	\$103,931.38	\$78,313.32	\$14,029,840.49	2.179%	\$25,618.06	\$2,272,263.20
86	\$103,931.38	\$78,455.53	\$13,951,384.97	2.179%	\$25,475.85	\$2,297,739.05
87	\$103,931.38	\$78,597.99	\$13,872,786.98	2.179%	\$25,333.39	\$2,323,072.44

88	\$103,931.38	\$78,740.71	\$13,794,046.27	2.179%	\$25,190.67	\$2,348,263.11
89	\$103,931.38	\$78,883.69	\$13,715,162.58	2.179%	\$25,047.69	\$2,373,310.80
90	\$103,931.38	\$79,026.93	\$13,636,135.65	2.179%	\$24,904.45	\$2,398,215.25
91	\$103,931.38	\$79,170.43	\$13,556,965.22	2.179%	\$24,760.95	\$2,422,976.20
92	\$103,931.38	\$79,314.19	\$13,477,651.03	2.179%	\$24,617.19	\$2,447,593.39
93	\$103,931.38	\$79,458.21	\$13,398,192.82	2.179%	\$24,473.17	\$2,472,066.56
94	\$103,931.38	\$79,602.49	\$13,318,590.33	2.179%	\$24,328.89	\$2,496,395.44
95	\$103,931.38	\$79,747.04	\$13,238,843.29	2.179%	\$24,184.34	\$2,520,579.78
96	\$103,931.38	\$79,891.84	\$13,158,951.45	2.179%	\$24,039.53	\$2,544,619.32
97	\$103,931.38	\$80,036.92	\$13,078,914.53	2.179%	\$23,894.46	\$2,568,513.78
98	\$103,931.38	\$80,182.25	\$12,998,732.29	2.179%	\$23,749.13	\$2,592,262.91
99	\$103,931.38	\$80,327.85	\$12,918,404.44	2.179%	\$23,603.53	\$2,615,866.44
100	\$103,931.38	\$80,473.71	\$12,837,930.73	2.179%	\$23,457.67	\$2,639,324.11
101	\$103,931.38	\$80,619.84	\$12,757,310.90	2.179%	\$23,311.54	\$2,662,635.65
102	\$103,931.38	\$80,766.23	\$12,676,544.67	2.179%	\$23,165.15	\$2,685,800.80
103	\$103,931.38	\$80,912.89	\$12,595,631.78	2.179%	\$23,018.49	\$2,708,819.30
104	\$103,931.38	\$81,059.81	\$12,514,571.97	2.179%	\$22,871.57	\$2,731,690.86
105	\$103,931.38	\$81,207.00	\$12,433,364.97	2.179%	\$22,724.38	\$2,754,415.24
106	\$103,931.38	\$81,354.46	\$12,352,010.51	2.179%	\$22,576.92	\$2,776,992.16
107	\$103,931.38	\$81,502.19	\$12,270,508.33	2.179%	\$22,429.19	\$2,799,421.35
108	\$103,931.38	\$81,650.18	\$12,188,858.15	2.179%	\$22,281.20	\$2,821,702.55
109	\$103,931.38	\$81,798.44	\$12,107,059.70	2.179%	\$22,132.93	\$2,843,835.48
110	\$103,931.38	\$81,946.98	\$12,025,112.73	2.179%	\$21,984.40	\$2,865,819.89
111	\$103,931.38	\$82,095.78	\$11,943,016.95	2.179%	\$21,835.60	\$2,887,655.49
112	\$103,931.38	\$82,244.85	\$11,860,772.10	2.179%	\$21,686.53	\$2,909,342.02
113	\$103,931.38	\$82,394.19	\$11,778,377.91	2.179%	\$21,537.19	\$2,930,879.20
114	\$103,931.38	\$82,543.81	\$11,695,834.10	2.179%	\$21,387.57	\$2,952,266.77
115	\$103,931.38	\$82,693.69	\$11,613,140.41	2.179%	\$21,237.69	\$2,973,504.46
116	\$103,931.38	\$82,843.85	\$11,530,296.56	2.179%	\$21,087.53	\$2,994,591.99
117	\$103,931.38	\$82,994.28	\$11,447,302.28	2.179%	\$20,937.10	\$3,015,529.08
118	\$103,931.38	\$83,144.98	\$11,364,157.29	2.179%	\$20,786.39	\$3,036,315.48
119	\$103,931.38	\$83,295.96	\$11,280,861.33	2.179%	\$20,635.42	\$3,056,950.89
120	\$103,931.38	\$83,447.21	\$11,197,414.12	2.179%	\$20,484.16	\$3,077,435.05
121	\$103,931.38	\$83,598.74	\$11,113,815.38	2.179%	\$20,332.64	\$3,097,767.69

122	\$103,931.38	\$83,750.54	\$11,030,064.84	2.179%	\$20,180.84	\$3,117,948.53
123	\$103,931.38	\$83,902.62	\$10,946,162.22	2.179%	\$20,028.76	\$3,137,977.29
124	\$103,931.38	\$84,054.97	\$10,862,107.25	2.179%	\$19,876.41	\$3,157,853.69
125	\$103,931.38	\$84,207.60	\$10,777,899.64	2.179%	\$19,723.78	\$3,177,577.47
126	\$103,931.38	\$84,360.51	\$10,693,539.14	2.179%	\$19,570.87	\$3,197,148.34
127	\$103,931.38	\$84,513.69	\$10,609,025.44	2.179%	\$19,417.68	\$3,216,566.03
128	\$103,931.38	\$84,667.16	\$10,524,358.29	2.179%	\$19,264.22	\$3,235,830.25
129	\$103,931.38	\$84,820.90	\$10,439,537.39	2.179%	\$19,110.48	\$3,254,940.73
130	\$103,931.38	\$84,974.92	\$10,354,562.47	2.179%	\$18,956.46	\$3,273,897.19
131	\$103,931.38	\$85,129.22	\$10,269,433.25	2.179%	\$18,802.16	\$3,292,699.35
132	\$103,931.38	\$85,283.80	\$10,184,149.45	2.179%	\$18,647.58	\$3,311,346.93
133	\$103,931.38	\$85,438.66	\$10,098,710.80	2.179%	\$18,492.72	\$3,329,839.64
134	\$103,931.38	\$85,593.80	\$10,013,116.99	2.179%	\$18,337.58	\$3,348,177.22
135	\$103,931.38	\$85,749.23	\$9,927,367.77	2.179%	\$18,182.15	\$3,366,359.37
136	\$103,931.38	\$85,904.93	\$9,841,462.83	2.179%	\$18,026.45	\$3,384,385.82
137	\$103,931.38	\$86,060.92	\$9,755,401.91	2.179%	\$17,870.46	\$3,402,256.27
138	\$103,931.38	\$86,217.19	\$9,669,184.72	2.179%	\$17,714.18	\$3,419,970.46
139	\$103,931.38	\$86,373.75	\$9,582,810.97	2.179%	\$17,557.63	\$3,437,528.09
140	\$103,931.38	\$86,530.59	\$9,496,280.38	2.179%	\$17,400.79	\$3,454,928.87
141	\$103,931.38	\$86,687.72	\$9,409,592.66	2.179%	\$17,243.66	\$3,472,172.54
142	\$103,931.38	\$86,845.13	\$9,322,747.54	2.179%	\$17,086.25	\$3,489,258.79
143	\$103,931.38	\$87,002.82	\$9,235,744.71	2.179%	\$16,928.56	\$3,506,187.34
144	\$103,931.38	\$87,160.80	\$9,148,583.91	2.179%	\$16,770.57	\$3,522,957.92
145	\$103,931.38	\$87,319.07	\$9,061,264.84	2.179%	\$16,612.30	\$3,539,570.22
146	\$103,931.38	\$87,477.63	\$8,973,787.20	2.179%	\$16,453.75	\$3,556,023.97
147	\$103,931.38	\$87,636.48	\$8,886,150.73	2.179%	\$16,294.90	\$3,572,318.87
148	\$103,931.38	\$87,795.61	\$8,798,355.12	2.179%	\$16,135.77	\$3,588,454.64
149	\$103,931.38	\$87,955.03	\$8,710,400.09	2.179%	\$15,976.35	\$3,604,430.98
150	\$103,931.38	\$88,114.74	\$8,622,285.34	2.179%	\$15,816.63	\$3,620,247.62
151	\$103,931.38	\$88,274.74	\$8,534,010.60	2.179%	\$15,656.63	\$3,635,904.25
152	\$103,931.38	\$88,435.04	\$8,445,575.56	2.179%	\$15,496.34	\$3,651,400.59
153	\$103,931.38	\$88,595.62	\$8,356,979.94	2.179%	\$15,335.76	\$3,666,736.35
154	\$103,931.38	\$88,756.50	\$8,268,223.45	2.179%	\$15,174.88	\$3,681,911.23
155	\$103,931.38	\$88,917.66	\$8,179,305.79	2.179%	\$15,013.72	\$3,696,924.95

156	\$103,931.38	\$89,079.12	\$8,090,226.66	2.179%	\$14,852.26	\$3,711,777.20
157	\$103,931.38	\$89,240.87	\$8,000,985.79	2.179%	\$14,690.50	\$3,726,467.71
158	\$103,931.38	\$89,402.92	\$7,911,582.87	2.179%	\$14,528.46	\$3,740,996.16
159	\$103,931.38	\$89,565.26	\$7,822,017.61	2.179%	\$14,366.12	\$3,755,362.28
160	\$103,931.38	\$89,727.90	\$7,732,289.71	2.179%	\$14,203.48	\$3,769,565.76
161	\$103,931.38	\$89,890.83	\$7,642,398.88	2.179%	\$14,040.55	\$3,783,606.31
162	\$103,931.38	\$90,054.06	\$7,552,344.82	2.179%	\$13,877.32	\$3,797,483.63
163	\$103,931.38	\$90,217.58	\$7,462,127.25	2.179%	\$13,713.80	\$3,811,197.43
164	\$103,931.38	\$90,381.40	\$7,371,745.85	2.179%	\$13,549.98	\$3,824,747.41
165	\$103,931.38	\$90,545.52	\$7,281,200.33	2.179%	\$13,385.86	\$3,838,133.27
166	\$103,931.38	\$90,709.93	\$7,190,490.40	2.179%	\$13,221.45	\$3,851,354.72
167	\$103,931.38	\$90,874.65	\$7,099,615.75	2.179%	\$13,056.73	\$3,864,411.45
168	\$103,931.38	\$91,039.66	\$7,008,576.10	2.179%	\$12,891.72	\$3,877,303.17
169	\$103,931.38	\$91,204.97	\$6,917,371.12	2.179%	\$12,726.41	\$3,890,029.58
170	\$103,931.38	\$91,370.58	\$6,826,000.54	2.179%	\$12,560.79	\$3,902,590.37
171	\$103,931.38	\$91,536.50	\$6,734,464.04	2.179%	\$12,394.88	\$3,914,985.25
172	\$103,931.38	\$91,702.71	\$6,642,761.33	2.179%	\$12,228.66	\$3,927,213.91
173	\$103,931.38	\$91,869.23	\$6,550,892.10	2.179%	\$12,062.15	\$3,939,276.06
174	\$103,931.38	\$92,036.05	\$6,458,856.05	2.179%	\$11,895.33	\$3,951,171.39
175	\$103,931.38	\$92,203.17	\$6,366,652.87	2.179%	\$11,728.21	\$3,962,899.60
176	\$103,931.38	\$92,370.60	\$6,274,282.28	2.179%	\$11,560.78	\$3,974,460.38
177	\$103,931.38	\$92,538.33	\$6,181,743.95	2.179%	\$11,393.05	\$3,985,853.43
178	\$103,931.38	\$92,706.36	\$6,089,037.59	2.179%	\$11,225.02	\$3,997,078.44
179	\$103,931.38	\$92,874.70	\$5,996,162.89	2.179%	\$11,056.68	\$4,008,135.12
180	\$103,931.38	\$93,043.35	\$5,903,119.54	2.179%	\$10,888.03	\$4,019,023.15
181	\$103,931.38	\$93,212.30	\$5,809,907.25	2.179%	\$10,719.08	\$4,029,742.23
182	\$103,931.38	\$93,381.55	\$5,716,525.69	2.179%	\$10,549.82	\$4,040,292.06
183	\$103,931.38	\$93,551.12	\$5,622,974.57	2.179%	\$10,380.26	\$4,050,672.32
184	\$103,931.38	\$93,720.99	\$5,529,253.58	2.179%	\$10,210.38	\$4,060,882.70
185	\$103,931.38	\$93,891.17	\$5,435,362.40	2.179%	\$10,040.20	\$4,070,922.90
186	\$103,931.38	\$94,061.67	\$5,341,300.74	2.179%	\$9,869.71	\$4,080,792.62
187	\$103,931.38	\$94,232.47	\$5,247,068.27	2.179%	\$9,698.91	\$4,090,491.53
188	\$103,931.38	\$94,403.58	\$5,152,664.70	2.179%	\$9,527.80	\$4,100,019.33
189	\$103,931.38	\$94,575.00	\$5,058,089.70	2.179%	\$9,356.38	\$4,109,375.71

190	\$103,931.38	\$94,746.73	\$4,963,342.97	2.179%	\$9,184.65	\$4,118,560.36
191	\$103,931.38	\$94,918.77	\$4,868,424.19	2.179%	\$9,012.60	\$4,127,572.96
192	\$103,931.38	\$95,091.13	\$4,773,333.06	2.179%	\$8,840.25	\$4,136,413.21
193	\$103,931.38	\$95,263.80	\$4,678,069.26	2.179%	\$8,667.58	\$4,145,080.78
194	\$103,931.38	\$95,436.78	\$4,582,632.48	2.179%	\$8,494.59	\$4,153,575.38
195	\$103,931.38	\$95,610.08	\$4,487,022.40	2.179%	\$8,321.30	\$4,161,896.68
196	\$103,931.38	\$95,783.69	\$4,391,238.70	2.179%	\$8,147.68	\$4,170,044.36
197	\$103,931.38	\$95,957.62	\$4,295,281.08	2.179%	\$7,973.76	\$4,178,018.12
198	\$103,931.38	\$96,131.86	\$4,199,149.22	2.179%	\$7,799.51	\$4,185,817.63
199	\$103,931.38	\$96,306.42	\$4,102,842.80	2.179%	\$7,624.96	\$4,193,442.59
200	\$103,931.38	\$96,481.30	\$4,006,361.50	2.179%	\$7,450.08	\$4,200,892.67
201	\$103,931.38	\$96,656.49	\$3,909,705.01	2.179%	\$7,274.88	\$4,208,167.55
202	\$103,931.38	\$96,832.01	\$3,812,873.00	2.179%	\$7,099.37	\$4,215,266.92
203	\$103,931.38	\$97,007.84	\$3,715,865.16	2.179%	\$6,923.54	\$4,222,190.47
204	\$103,931.38	\$97,183.99	\$3,618,681.18	2.179%	\$6,747.39	\$4,228,937.86
205	\$103,931.38	\$97,360.46	\$3,521,320.72	2.179%	\$6,570.92	\$4,235,508.78
206	\$103,931.38	\$97,537.25	\$3,423,783.48	2.179%	\$6,394.13	\$4,241,902.91
207	\$103,931.38	\$97,714.36	\$3,326,069.12	2.179%	\$6,217.02	\$4,248,119.93
208	\$103,931.38	\$97,891.79	\$3,228,177.33	2.179%	\$6,039.59	\$4,254,159.52
209	\$103,931.38	\$98,069.55	\$3,130,107.78	2.179%	\$5,861.83	\$4,260,021.35
210	\$103,931.38	\$98,247.62	\$3,031,860.16	2.179%	\$5,683.75	\$4,265,705.10
211	\$103,931.38	\$98,426.03	\$2,933,434.13	2.179%	\$5,505.35	\$4,271,210.46
212	\$103,931.38	\$98,604.75	\$2,834,829.38	2.179%	\$5,326.63	\$4,276,537.08
213	\$103,931.38	\$98,783.80	\$2,736,045.58	2.179%	\$5,147.58	\$4,281,684.66
214	\$103,931.38	\$98,963.18	\$2,637,082.41	2.179%	\$4,968.20	\$4,286,652.87
215	\$103,931.38	\$99,142.88	\$2,537,939.53	2.179%	\$4,788.50	\$4,291,441.37
216	\$103,931.38	\$99,322.90	\$2,438,616.63	2.179%	\$4,608.48	\$4,296,049.84
217	\$103,931.38	\$99,503.26	\$2,339,113.37	2.179%	\$4,428.12	\$4,300,477.96
218	\$103,931.38	\$99,683.94	\$2,239,429.43	2.179%	\$4,247.44	\$4,304,725.40
219	\$103,931.38	\$99,864.95	\$2,139,564.49	2.179%	\$4,066.43	\$4,308,791.83
220	\$103,931.38	\$100,046.29	\$2,039,518.20	2.179%	\$3,885.09	\$4,312,676.93
221	\$103,931.38	\$100,227.95	\$1,939,290.25	2.179%	\$3,703.43	\$4,316,380.35
222	\$103,931.38	\$100,409.95	\$1,838,880.30	2.179%	\$3,521.43	\$4,319,901.78
223	\$103,931.38	\$100,592.28	\$1,738,288.02	2.179%	\$3,339.10	\$4,323,240.88

224	\$103,931.38	\$100,774.94	\$1,637,513.08	2.179%	\$3,156.44	\$4,326,397.32
225	\$103,931.38	\$100,957.93	\$1,536,555.16	2.179%	\$2,973.45	\$4,329,370.77
226	\$103,931.38	\$101,141.25	\$1,435,413.91	2.179%	\$2,790.13	\$4,332,160.90
227	\$103,931.38	\$101,324.91	\$1,334,089.00	2.179%	\$2,606.47	\$4,334,767.37
228	\$103,931.38	\$101,508.89	\$1,232,580.11	2.179%	\$2,422.48	\$4,337,189.86
229	\$103,931.38	\$101,693.22	\$1,130,886.89	2.179%	\$2,238.16	\$4,339,428.02
230	\$103,931.38	\$101,877.88	\$1,029,009.01	2.179%	\$2,053.50	\$4,341,481.52
231	\$103,931.38	\$102,062.87	\$926,946.15	2.179%	\$1,868.51	\$4,343,350.03
232	\$103,931.38	\$102,248.20	\$824,697.95	2.179%	\$1,683.18	\$4,345,033.21
233	\$103,931.38	\$102,433.86	\$722,264.08	2.179%	\$1,497.51	\$4,346,530.72
234	\$103,931.38	\$102,619.87	\$619,644.22	2.179%	\$1,311.51	\$4,347,842.23
235	\$103,931.38	\$102,806.21	\$516,838.01	2.179%	\$1,125.17	\$4,348,967.40
236	\$103,931.38	\$102,992.89	\$413,845.12	2.179%	\$938.49	\$4,349,905.89
237	\$103,931.38	\$103,179.90	\$310,665.22	2.179%	\$751.47	\$4,350,657.37
238	\$103,931.38	\$103,367.26	\$207,297.96	2.179%	\$564.12	\$4,351,221.48
239	\$103,931.38	\$103,554.96	\$103,743.00	2.179%	\$376.42	\$4,351,597.90
240	\$103,931.38	\$103,743.00	\$0.00	2.179%	\$188.38	\$4,351,786.28

**EXHIBIT "A"**

**PROPOSAL**



## PENNVEST Funding Offer

This Funding Offer is based upon the information submitted for consideration. This offer includes the amount of PENNVEST funding, interest rate, repayment term, as well as the standard terms and conditions that accompany the offer. You must review the offer in order to continue on to the settlement checklist and information collection process.

### Description

Contact: Elizabeth Wagner  
 Project Number: 06311152401-CS  
 Project Title: Amity Township WWTP Upgrades Project  
 Company: Amity Township

### Funding Offer

Board Approval Date:	4/24/2024
Loan Amount:	\$20,400,000.00
Non-Repayment Amount:	\$0.00
Credit Enhancement Amount:	\$0.00
Estimated Monthly Payments for Years 1 through 5:	\$100,735.64
Estimated Monthly Payments for Years 6 through Maturity:	\$103,931.38
Amortization Period in Months:	240
Interest Only Period:	(up to) 36
Interest Rate of Loan for Years 1 through 5:	1.743
Interest Rate of Loan for Years 6 through Maturity:	2.179
Credit Enhancement Type:	None
Credit Enhancement Fee:	\$0.00

### Cost Break Down

PHASE	PENNVEST	LOCAL	TOTAL
Legal	\$25,000.00	\$0.00	\$25,000.00
Interest	\$95,400.00	\$0.00	\$95,400.00
Engineering	\$1,769,964.00	\$684,636.00	\$2,454,600.00
Permits	\$5,000.00	\$0.00	\$5,000.00
Construction	\$16,171,636.00	\$7,158,364.00	\$23,330,000.00
Contingency	\$2,333,000.00	\$0.00	\$2,333,000.00
<b>TOTAL</b>	<b>\$20,400,000.00</b>	<b>\$7,843,000.00</b>	<b>\$28,243,000.00</b>

## **Collateral**

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### **Collateral**

1. The note of Amity Township secured by a parity lien on the sewer revenues. Said lien shall be on a parity lien with the long-term financing that provides the balance of the funding for this proposed sewer construction project.
2. The note of Amity Township shall also be secured by a pledge of its taxing authority.

### **Special Conditions**

3. Enactment of an ordinance prior to settlement providing that Amity Township has sufficient rates in place or has provided for the implementation of such rates within three months of the scheduled amortization date as defined at settlement, where such rates shall cover all operational and maintenance costs, the debt service on the PENNVEST sewer construction loan, and the debt service on all other outstanding debt of the funding recipient.
4. Receipt of the annual audited financial statements of Amity Township for the term of the PENNVEST sewer construction loan. Said financial statements shall not combine the operations of Amity Township's sewer system with any other system(s) operated by the Township of Amity now or in the future, without prior approval from PENNVEST.

## **Terms And Conditions**

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### **General Financial Terms & Conditions**

#### **Funding Recipient**

For purposes of this Funding Offer, Company may be referred to herein as Funding Recipient.

#### **Funds Availability**

Funding Recipient agrees that this Funding Offer is subject to the availability of PENNVEST funds.

#### **Repayment**

Funding Recipient agrees to repay PENNVEST in accordance with the terms set forth in this Funding Offer.

#### **Settlement Date**

Funding Recipient agrees to make every effort to confirm the contractual obligations with PENNVEST and to provide consideration for this Funding Offer ("Settlement") within one hundred eighty-two (182) days from the date the Board approved the original funding for this project ("Settlement Date"). In any event, if a Settlement Date does not occur within two hundred seventy-six (276) days from the date the Board approved the original funding for this project, this Funding Offer will terminate on the last day of the month in which the funding offer reaches two hundred seventy-six days after Board approval, unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

## **General Financial Terms & Conditions**

### **Collateral**

Funding Recipient agrees, if applicable, to secure repayment by providing the collateral set forth in this Funding Offer. Any change to the collateral set forth in the Funding Offer shall require a written request from the Funding Recipient and the consent of PENNVEST.

### **Revenue Stream**

If applicable, Funding Recipient agrees to provide, in a form satisfactory to PENNVEST, evidence that Funding Recipient has a revenue stream sufficient to repay the debt service on the financial assistance provided by PENNVEST, unless PENNVEST has approved the use of other collateral independent of the revenue stream to secure repayment. In addition, the Funding Recipient shall enact an ordinance, adopt a resolution, or take other such official action as may be appropriate, prior to Settlement, which provides for the implementation of sufficient rates or revenues to cover all operational and maintenance costs, the debt service on any PENNVEST loan and the debt service on all other outstanding debt of the Funding Recipient at least three (3) months prior to the scheduled amortization date (as defined in the Funding Agreement). In any event, Funding Recipient shall provide, in a form satisfactory to PENNVEST, a plan for repayment of any PENNVEST loan. If Funding Recipient is regulated by the Public Utility Commission ("PUC"), Funding Recipient agrees to take all necessary actions to obtain PUC approval of revenue stream rates.

### **Payment of Costs**

Funding Recipient agrees, without condition, to pay all reasonable fees, expenses, taxes, costs and charges associated with the financial assistance being provided by PENNVEST, including but not limited to, title insurance premiums and search fees, survey costs, and recording and filing fees, if any.

### **Additional Information**

Funding Recipient agrees that PENNVEST can require additional information or documentation and impose further conditions if PENNVEST deems necessary based upon review of the information submitted by the Funding Recipient.

### **Assignment**

Funding Recipient agrees not to assign the proceeds from the financial assistance provided by PENNVEST without the prior written consent of PENNVEST. Any attempt at assignment without consent shall be void.

### **Modification**

Funding Recipient agrees that no change or modification to this Funding Offer shall be valid unless and until PENNVEST initiates an amended Funding Offer and the Funding Recipient views the changes or modifications and elects to proceed with Settlement on the Funding Offer.

## **General Financial Terms & Conditions**

### **Entire Agreement**

Funding Recipient further agrees that this Funding Offer represents the entire funding offer agreement between the parties. To the extent this offer represents an increase funding approval this offer integrates and includes any and all prior or contemporaneous agreements between the parties relating to this project.

### **Survival**

Funding Recipient agrees that the obligations set forth in this Funding Offer shall survive Settlement on the financial assistance and shall be continuing obligations until all required payments, including applicable interest and fees, have been made in full and all other obligations have been fully completed and discharged.

### **Outstanding Financial Assistance**

Funding Recipient agrees that, to the extent that financial assistance requiring repayment was previously provided to funding recipient by PENNVEST and has not been fully repaid, Funding Recipient is in compliance with obligations under the prior funding documents and is not delinquent on repayment.

### **Refinancing**

Funding Recipient shall not use PENNVEST funds to replace long-term financing that has been offered or committed to the Funding Recipient at reasonable rates as of the date of this Funding Offer.

### **Independent Audits**

Funding Recipient agrees, if required by PENNVEST, to obtain independent audits of its financial documents and condition and to submit certified copies of such audits to PENNVEST.

### **Other Obligations**

Funding Recipient agrees that accepting funding from PENNVEST will not result in a default by Funding Recipient on any other obligation of Funding Recipient, including but not limited to, a default pursuant to the terms of any bond offering, indenture, mortgage, restriction, lease, or other agreement. Funding Recipient agrees to provide PENNVEST with evidence that no such default will occur, in a form satisfactory to PENNVEST, prior to the Settlement Date.

## **General Financial Terms & Conditions**

### **Insurance**

Funding Recipient agrees to maintain, or cause to be maintained, adequate business insurance coverage on its business assets for the term of the financial assistance including the construction period and to provide PENNVEST with evidence of such insurance, in a form satisfactory to PENNVEST, prior to the Settlement Date. In the event of a Brownfields project, Funding Recipient also agrees to obtain and cause to be maintained environmental cost cap and remediation liability insurance until such time that Funding Recipient receives a letter from DEP releasing the Funding Recipient from liability of known contaminants under Act 2, a later defined term. In the event PENNVEST obtains a mortgage as collateral, Funding Recipient also agrees to obtain a lenders title insurance policy and endorsements on terms and conditions acceptable to PENNVEST.

### **Tax-Exempt Financing**

Funding Recipient agrees not to report any funding received from PENNVEST as a tax-exempt financing.

### **Automatic Debit/Credit**

Funding Recipient agrees to comply with any automated debit or credit system that PENNVEST may institute.

### **Attorney**

Funding Recipient agrees, if applicable, to retain an attorney, licensed to practice law in the Commonwealth of Pennsylvania, to provide legal assistance and advice to the Funding Recipient with regard to the terms and conditions of this Funding Offer and to provide the requisite opinions of counsel at Settlement. Funding Recipient agrees to provide PENNVEST with a copy of its engagement letter, which shall include the attorney's total anticipated fee with respect to the project, in a form satisfactory to PENNVEST, prior to the Settlement Date. At Settlement, the Funding Recipient shall furnish to PENNVEST an opinion of the Funding Recipient's counsel, in a form satisfactory to PENNVEST, that, among other things, the Funding Recipient is duly organized and authorized to enter into the transaction; that the transaction and its terms do not violate any rules, regulations, laws, orders or agreements by which the Funding Recipient is bound; that there is no litigation threatened or pending that will affect the Funding Recipient's ability to enter into the transaction or complete this project; and that the Funding Recipient has acquired, and has good and marketable title to, all real property interests necessary to complete this project. The opinion letter will also address any other matters to which PENNVEST wishes the Funding Recipient's counsel to opine.

### **Conference Calls**

As a condition of this Funding Offer, Funding Recipient, its licensed engineer and its attorney, if applicable, shall be available to participate in conference calls with PENNVEST to work through the Settlement process effective immediately after approval of this Funding Offer, unless such condition is expressly waived by PENNVEST. All conference call attendees should have electronic access to the PENNVEST Online Funding Request website during all scheduled conference calls.

## **General Financial Terms & Conditions**

### **Funds Disbursement Process**

As a condition of this Funding Offer, Funding Recipient understands that it will be required to participate in PENNVEST's funds disbursement process.

### **Financial Statements**

If applicable, within one hundred eighty (180) days after the end of each fiscal year, the Funding Recipient shall transmit to PENNVEST its financial statements using PENNVEST's DocuSign upload procedure on the PENNVEST website under Services/Loan Servicing/Annual Financial Reporting. The financial statements shall consist of a balance sheet, income statement and statement of source and application of funds. Such financial statements:

- a. Shall be prepared by an independent public accounting firm approved by the Authority;
- b. Shall be prepared in accordance with generally accepted accounting principles and practices consistently applied or generally accepted governmental accounting principles and practices consistently applied, as applicable;
- c. Shall be in a form satisfactory to PENNVEST; and
- d. Shall be certified as true and correct by the chief financial officer of the Funding Recipient.

### **Confidential Information**

The Funding Recipient agrees not to include confidential or proprietary information or trade secrets as part of any submission to PENNVEST in response to this Funding Offer or in preparation for Settlement. If the Funding Recipient determines that it must divulge such information as part of its submissions, the Funding Recipient agrees to submit a signed written statement to that effect in accordance with 65 P.S. § 67.707(b) and agrees to additionally provide a redacted version of its proposal, which removes only the confidential or proprietary information and trade secrets for public disclosure purposes.

### **Right-to-Know Law**

- a. The Pennsylvania Right-to-Know Law (hereinafter referred to as the "RTKL"), 65 P.S. §§ 67.101-3104, applies to this Funding Offer and all documents provided to PENNVEST in connection with Settlement (the "Funding Documents"). For the purpose of administering the matters relating to the RTKL set forth in this Section, the applicable "Commonwealth agency" as provided in the RTKL shall be PENNVEST. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the RTKL.
- b. If PENNVEST needs the Funding Recipient's assistance in any matter arising out of the RTKL, PENNVEST shall notify the Funding Recipient in writing.
- c. Upon written notification from PENNVEST that it requires the Funding Recipient's assistance in responding to a request under the RTKL for information that may be in the Funding Recipient's possession, constituting, or alleged to constitute, a Public Record in accordance with the RTKL, Funding Recipient shall:
  1. Provide PENNVEST, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Funding Recipient's possession arising out of this Funding Offer or the Funding Documents that PENNVEST reasonably believes may be a Public Record under the

RTKL ("Requested Information"), to permit PENNVEST to evaluate whether such Requested Information is, in fact, a Public Record within the scope of the subject RTKL information request; provided, however, that providing such Requested Information not previously in PENNVEST's possession shall not be considered an admission by the Funding Recipient that such records are Public Records under the RTKL; and

2. Provide such other assistance as PENNVEST reasonably may request, in order to comply with the RTKL.

If the Funding Recipient fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Funding Recipient shall indemnify and hold PENNVEST harmless for any damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure, including any statutory damages assessed against PENNVEST.

d. If the Funding Recipient considers the Requested Information not to be a Public Record, or exempt from production due to the inclusion of trade secret, confidential proprietary information, or any other reason for exemption from production as a Public Record under the RTKL, the Funding Recipient shall provide a written statement to PENNVEST within seven (7) days of receipt of PENNVEST's request for the Requested Information. This statement shall be signed by a representative of the Funding Recipient, explaining why the Funding Recipient considers the Requested Information exempt from public disclosure.

e. If such a written statement is timely provided, PENNVEST will rely upon it in denying a RTKL request for the information. However, if PENNVEST reasonably determines that such written statement is patently flawed or the Requested Information is, on its face, clearly not protected from disclosure under the RTKL, the Funding Recipient shall, subject to its rights of appeal, provide the Requested Information within five (5) business days of notification of PENNVEST's decision.

If the Funding Recipient fails to provide the Requested Information within the five (5) business days, the Funding Recipient shall indemnify and hold PENNVEST harmless from any damages, legal fees, penalties, detriment or harm, including statutory damages assessed against PENNVEST that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure to provide the records.

f. The Funding Recipient shall be entitled to challenge or appeal any decision of PENNVEST, the Commonwealth Office of Open Records ("OOR") or any applicable court mandating the release of any record to the public which the Funding Recipient believes is not properly subject to disclosure under the RTKL; provided, however, that (i) the Funding Recipient shall be solely responsible for all costs related to such action; and (ii) the Funding Recipient shall indemnify and hold harmless PENNVEST from and against any and all legal fees, damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of such action, including any statutory damages assessed against PENNVEST, regardless of the outcome of such legal challenge. If the Funding Recipient does not appeal or is not successful after final appeal from a determination by the OOR or Pennsylvania courts, the Funding Recipient agrees to waive all rights or remedies that may be available to it as a result of PENNVEST's subsequent disclosure of Requested Information pursuant to such a decision by the OOR or Pennsylvania courts. PENNVEST will reimburse the Funding Recipient for any costs associated with complying with this provision, but only to the extent allowed under the fee schedule established by the OOR, or as otherwise provided by the RTKL, if the fee schedule is inapplicable.

g. Notwithstanding the foregoing, nothing set forth herein is intended, nor shall it be construed, to expand the Funding Recipient's obligations, or PENNVEST's authority, beyond those obligations and authority, respectively, as are set forth in the RTKL, and the sole remedy for any failure by the Funding Recipient to perform any obligation arising hereunder, or under the RTKL, shall be limited to those specifically provided for pursuant to the RTKL, and the failure of the Funding Recipient to comply with the provisions of this Section shall not constitute a default or Event of Default under the Funding Offer or the Funding Documents.

## **Construction-Related Terms & Conditions**

### **Construction Start**

Funding Recipient agrees that construction shall not be initiated prior to the Settlement Date unless Funding Recipient has obtained prior written authorization from PENNVEST.

### **Engineering**

Funding Recipient agrees, if applicable, to retain a licensed engineer competent to design and/or implement the project and provide construction oversight. Funding Recipient agrees to provide PENNVEST with evidence of such engineer's agreement, including the engineer's total fee to complete the project, in a form satisfactory to PENNVEST, prior to the Settlement Date.

### **Continuing Education**

Funding Recipient agrees to comply with the continuing education requirements set forth in the Pennsylvania Infrastructure Investment Authority Act, March 1, 1988, P.L.82, No. 16, as amended, 35 P.S. § 751.10(j).

### **Steel Products**

Funding Recipient agrees to comply with the provisions of the Steel Products Procurement Act, March 3, 1978, P.L. 6, No. 3, 73 P.S. § 1881 et seq., in every construction contract awarded for this project.

### **Real Estate**

Prior to Settlement on this Funding Offer, Funding Recipient agrees to acquire all easements, rights-of-way, or other interests in real property needed for the construction of the project, and to have its attorney opine that all real property interests are free and clear of all liens and encumbrances other than those liens and encumbrances which will not adversely interfere with the project. If property interests are being acquired through condemnation and appeal rights have not been waived, PENNVEST will not conduct Settlement until the appeal period has expired and any preliminary objections have been satisfactorily resolved. If PENNVEST assumes an interest in real estate as a part of its collateral securing the PENNVEST funding, Funding Recipient agrees to obtain an appraisal and survey of the real estate and title insurance on the real estate on terms and conditions satisfactory to PENNVEST.

### **Permits**

Funding Recipient agrees to obtain all permits needed for the construction of the project prior to Settlement on this Funding Offer. PENNVEST will not conduct Settlement until all appeal periods for such permits have expired. If an appeal is filed, PENNVEST, in its sole discretion, may choose not to conduct Settlement on this Funding Offer until the appeal is satisfactorily resolved.



## **Construction-Related Terms & Conditions**

### **Compliance**

Funding Recipient agrees to comply with all local, state and federal statutes, regulations, and permit requirements applicable to the construction of the project and the operation of the project or system of which the project is a component part.

### **Bid Requirement**

Funding Recipient agrees that no specification for bids in connection with the project financed by this Funding Offer shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment and, if available, Funding Recipient shall include at least two brand names or trade names of comparable quality or utility followed by the words "or equal". Notwithstanding the forgoing, the "or equal" requirement is categorically waived for supplies and equipment being purchased under the Commonwealth's Cooperative Purchasing Program (COSTARS) or projects being constructed under the Guaranteed Energy Savings Act (GESA).

### **Construction Contracts**

Funding Recipient agrees to enter into written contracts with parties constructing the project and to require insurance, performance bonds and payment bonds covering the work to be performed. Funding Recipient agrees to provide PENNVEST with evidence of such contracts, insurance and bonds, in a form satisfactory to PENNVEST, prior to the Settlement Date.

### **Performance Certification**

On the one-year anniversary of completion of the project, Funding Recipient agrees, if applicable, to provide PENNVEST with certification from a licensed engineer or other designated professional that the design, construction, maintenance and operation of the project system is consistent with the plans and specifications, as approved by PENNVEST and DEP.

### **Funding Additional Costs of Construction**

Prior to Settlement on this Funding Offer, Funding Recipient agrees to provide evidence to PENNVEST of all other sources of funding which will be used to finance any portion of the construction costs for this project. Funding Recipient further acknowledges that this Funding Offer does not obligate PENNVEST to finance any increase in the cost of the construction for this project.

### **Project Scope**

Funding Recipient agrees not to change the scope of the project as presented to PENNVEST in its application, and any associated plans and specifications, without the express written consent of PENNVEST. If prior to Settlement a change of scope affects the project priority ranking previously assigned to this project to the extent that it would not have been approved by the PENNVEST Board of Directors, this Funding Offer, and any acceptance thereof, shall be null and void.

## **Construction-Related Terms & Conditions**

### **Cost-effectiveness Analysis**

If prior to Settlement, PENNVEST determines that the nutrient discharge problem to be alleviated by the project being funded by this Funding Offer can be more cost-effectively achieved through the purchase of nutrient credits, then PENNVEST reserves the right, in its sole discretion, to modify the terms and conditions of this Funding Offer to accommodate the purchase of nutrient credits.

### **Land Acquisition Costs**

To the extent this Project will be funded in whole or in part with monies obtained by PENNVEST from the Unconventional Gas Well Fee Act, February 14, 2012, P.L. 87, No. 13, 58 Pa.C.S. §2301 et seq. and Funding Recipient is an authorized organization as defined in 27 Pa.C.S. §6103, the Funding Recipient agrees not to use funds provided through this offer for land acquisition unless the Funding Recipient has obtained the written consent of the county and municipality in which the land is situated in accordance with 58 Pa.C.S. §2315(b)(2).

## **Management Terms & Conditions**

### **Discrimination**

Funding Recipient agrees not to discriminate on the basis of race, color, religious creed, ancestry, age, sex, natural origin, non-job related handicap or disability, or the use of a guide or support animal because of the blindness, deafness or physical handicap against any individual or independent contractor in activities funded by this Funding Offer, and shall be in compliance with the Pennsylvania Human Relations Act, Oct. 27, 1955, P.L. 744, No. 222, as amended, 43 P.S. § 951 et seq.

### **Contractor Responsibility**

Consistent with Commonwealth Management Directive 215.9, Contractor Responsibility Program, dated April 16, 1999, Funding Recipient certifies that neither Funding Recipient nor any contractor or supplier providing services on this project are under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government. Funding Recipient further certifies that it has no delinquent tax liabilities or other Commonwealth obligations. If any suspension, debarment or delinquent obligation arises during the term of the agreement with PENNVEST for financial assistance, Funding Recipient agrees to notify PENNVEST within 15 days. Moreover, Funding Recipient agrees that failure to provide such notice shall constitute a default of the agreement. Funding Recipient agrees to be responsible for all necessary and reasonable costs incurred by the Office of Inspector General in investigating compliance with this provision when such investigation results in suspension or debarment of Funding Recipient or a contractor providing services on this project.

### **Contractor Integrity**

Funding Recipient agrees to comply, and to require compliance by any contractors providing services on this project, with the contractor integrity provisions set forth in Management Directive 215.8, Contractor Integrity Provisions for Commonwealth Contracts, dated December 20, 1991.

## **Management Terms & Conditions**

### **Inspection/Audit**

Funding Recipient agrees that PENNVEST, or its agents and representatives, shall have the right to inspect the project and audit the financial condition of Funding Recipient at any and all reasonable times. Funding Recipient further agrees to allow PENNVEST, or its agents and representatives, to examine and make copies of its drawing, plans, books, records, accounting data and other documents pertaining to the project or the financial condition of Funding Recipient.

### **Default**

Funding Recipient agrees that PENNVEST, upon the occurrence of any of the following events, may declare Funding Recipient in default and exercise any available rights or remedies as PENNVEST deems necessary and appropriate:

- a. **Material Change.** A material adverse change in conditions represented to PENNVEST at or prior to Settlement on this Funding Offer relating to: (1) the financial condition of the Funding Recipient or any guarantor; (2) the Funding Recipient's ownership interest in or physical condition of the real property required for the project, or (3) the nature/scope of the project;
- b. **Bankruptcy.** The filing by or against the Funding Recipient or any guarantor of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee; or the making by the Funding Recipient or any guarantor of an assignment for the benefit of creditors, or in the event of any similar act or ordinance; or
- c. **Suspension/Debarment.** Failure to notify PENNVEST within 15 days of any suspension or debarment of the Funding Recipient, its contractors or suppliers by the Commonwealth of Pennsylvania, any other state or the federal government, or failure to notify PENNVEST within 15 days of any delinquent tax liability or other Commonwealth obligation of the Funding Recipient.

This provision shall apply from the date of the issuance of this Funding Offer through the Settlement Date.

### **Public Relations, Lobbying, Litigation**

Funding Recipient agrees not to use funds provided through this offer for the purpose of public relations, outreach not directly related to project implementation, communications, lobbying or litigation costs.

## **Additional Terms & Conditions For Federally-Funded Projects**

### **Recycled Materials**

Funding Recipient agrees to comply with Section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and regulations set forth in 40 C.F.R. Part 247, which require that preference be given in procurement programs to the purchase of specific products containing recycled material.

### **Land Costs**

Funding Recipient agrees not to use PENNVEST funds for the acquisition of real property or interests therein, unless the acquisition is integral to the project (i.e., is needed for the purpose of locating eligible project components).

## **Additional Terms & Conditions For Federally-Funded Projects**

### **Debarment/Suspension**

Funding Recipient agrees to comply with 2 C.F.R. Part 180, Subpart C and shall certify that no contractor or subcontractor retained to perform work on this project has been debarred or suspended by the United States Environmental Protection Agency. The Funding Recipient may access the federal suspension and debarment information at <http://www.sam.gov>.

### **Race, Color or National Origin Discrimination**

Funding Recipient agrees not to discriminate on the basis of race, color or national origin in any activity funded by this Funding Offer in accordance with Title VI of the Civil Rights Act of 1964, July 2, 1964, P.L. 88-352, Title VI, 42 U.S.C. § 2000d.

### **Age Discrimination**

Funding Recipient agrees not to discriminate on the basis of age in any activity funded by this Funding Offer in accordance with the Age Discrimination Act, Nov, 28, 1975, P.L. 94-135, as amended, 42 U.S.C. § 6101 et seq.

### **Disability Discrimination**

Funding Recipient agrees not to discriminate on the basis of disability in any activity funded by this Funding Offer in accordance with the Section 504 of the Rehabilitation Act of 1973, Sept. 26, 1973, P.L. 93-112, Title V, § 504, 29 U.S.C. § 794.

### **Additional Disability Discrimination Requirement**

Funding Recipient agrees not to discriminate on the basis of disability in any activity funded by this Funding Offer in accordance with the Americans With Disabilities Act of 1990, P.L. 101-336, 42 U.S.C. § 12101 et seq., as amended, and federal regulations set forth at 28 C.F.R. Part 35.

### **Sex Discrimination**

Funding Recipient agrees not to discriminate on the basis of sex in any activity funded by this Funding Offer in accordance with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Oct. 18, 1972, Pub.L. 92-500, § 13, and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq., as amended.

### **Environmental Justice**

In accordance with Executive Order 12898, dated February 11, 1994, Funding Recipient agrees not to fund any action with this Funding Offer that will have disproportionately high and adverse human health or environmental effects on minority or low-income populations.

## **Additional Terms & Conditions For Federally-Funded Projects**

### **Equal Employment Opportunity**

Funding Recipient agrees to provide an equal opportunity for employment in all contracts and subcontracts funded by this Funding Offer in accordance with Executive Order 11246, dated September 24, 1965, as amended, and as supplemented in Department of Labor regulations set forth at 41 C.F.R. Part 60.

### **Federal Participation**

Funding Recipient agrees to inform all parties that this project is being supported in part by Federal funding when issuing statements, press releases, requests for proposals, bid solicitations and other documents related to the project.

### **CFDA Number**

This Project will be funded in whole or in part with federal monies obtained by PENNVEST from the U.S. Environmental Protection Agency, awarded by PENNVEST to the Funding Recipient through the Clean Water State Revolving Loan Fund carrying a Catalog of Federal Domestic Assistance (CFDA) number of 66.458.

### **Davis-Bacon Act Wage Rates**

The Funding Recipient acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants, which can be found at [https://www.epa.gov/system/files/documents/2023-10/dbra\\_requirements\\_for\\_contractors\\_and\\_subcontractors\\_under\\_epa\\_grants.pdf](https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contractors_and_subcontractors_under_epa_grants.pdf).

## **Additional Terms & Conditions For Federally-Funded Projects**

### **American Iron and Steel**

If the plans and specifications for this project were reviewed and approved by DEP after January 17, 2014, the Funding Recipient agrees to comply with the requirements for the purchase of American Iron and Steel ("AIS") in accordance with the provisions of the Federal Consolidated Appropriations Act, January 17, 2014, P.L. 113, No. 76, §436, in every construction contract awarded for this project.

(a) Definitions. As used in this term and condition—

(1) "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This term and condition implements the Water Resources Reform and Development Act of 2014 (WRRDA) by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) and (b)(3) of this section and condition.

(2) This requirement does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.

(3) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that:—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) Request for a Waiver under (b)(3)

(1) Any Funding Recipient request to use foreign iron or steel products in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(3) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with the FY 2015 Water Resource Reform and Development Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

## **Additional Terms & Conditions For Federally-Funded Projects**

### **Brownfields Projects**

If the project receiving PENNVEST funding is being performed on a Brownfields site, then Funding Recipient shall certify and provide evidence satisfactory to PENNVEST that the purpose of the Brownfields project is to encourage the cleanup or reuse of contaminated property pursuant to Pennsylvania's Land Recycling and Environmental Remediation Standards Act ("Act 2"), 35 P.S. § 6026.101 et seq., as administered under the Pennsylvania Department of Environmental Protection ("DEP") Land Recycling Program. Such evidence shall include, but not be limited to, DEP review and approval of the project under Act 2 standards and DEP review and approval of the means and methods of remediation at the time of application, DEP review and approval of any changes in the means and methods of remediation at the time of Settlement and DEP review of the completed remediation project and release of the Funding Recipient from liability at the time of project completion. For purposes of this Funding Offer, the term construction includes remediation work on Brownfields sites.

### **Nonpoint Source and Estuary Protection Projects**

If the project receiving PENNVEST funding is a nonpoint source or estuary protection project, then Funding Recipient shall construct or maintain the nonpoint source or estuary protection project contemplated herein, in order to comply with 25 Pa. Code §965.3. In the event the Funding Recipient maintains the project, or employs an agent to maintain the project on its behalf, such maintenance shall be for the useful life of the equipment or asset, or the life of the loan (if applicable), whichever is greater.

### **Fiscal Sustainability Plan**

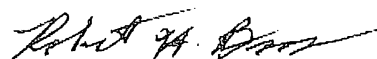
If the Funding Recipient is issuing to PENNVEST a debt obligation in the form of a note or bond, or the Funding Recipient has received a principal forgiveness loan, the Funding Recipient agrees to comply with all requirements for the development, implementation and certification of a fiscal sustainability plan pursuant to Section 603(d)(1)(E) of the Federal Water Pollution Control Act, January 4, 2011, P.L. 111-378, 33 U.S.C. §1383, as amended.

### **Project Accounts**

Funding Recipient shall comply with generally accepted government accounting standards, as it relates to the maintenance of project accounts, including standards relating to the reporting of infrastructure assets pursuant to Section 602(b)(9) of the Federal Water Pollution Control Act, January 4, 2011, P.L. 111-378, 33 U.S.C. §1382, as amended.

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On behalf of the PENNVEST Board, I Robert Boos, am hereby authorized to make this Funding Offer.



Executive Director, PENNVEST

### **Disclaimer**

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PENNVEST recognizes that there may be aspects of this offer that the applicant may need to discuss during the loan closing process. In particular, the applicant may wish to request modifications to some of the terms and conditions contained in this offer. By signing this offer, the applicant is not precluded from raising such issues and making such requests during the loan closing process. PENNVEST will consider the merits of any such issues that the applicant raises during this process.



**Certificate Of Completion**

Envelope Id: B6D871F954DD4F64A849B6AEA85ADE8F  
Subject: Funding Offer - 06311152401-CS - Amity Township.pdf  
Source Envelope:  
Document Pages: 16 Signatures: 0  
Certificate Pages: 3 Initials: 0  
AutoNav: Enabled  
Envelope Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
PENNVEST Funding Offer Service  
333 Market Street  
18th Floor  
Harrisburg, PA 17101  
RA-PVFUNDINGOFFER@pa.gov  
IP Address: 164.156.178.3

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troybingaman@gmail.com  
Security Level: Email, Account Authentication  
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Hannah George  
hgeorge@pa.gov  
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PENNVEST  
Security Level: Email, Account Authentication  
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Heather Myers  
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Melissa Smith  
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Elizabeth Wagner  
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David Henning  
dahenning@pa.gov  
Deputy Executive Director for Project Management  
PENNVEST  
Security Level: Email, Account Authentication (None)  
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**Timestamps**

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**Payment Events**

**Status**

**Timestamps**