

RESOLUTION R-2021-143
LUZERNE COUNTY COUNCIL

AUTHORIZING THE ISSUANCE OF A TAX AND REVENUE ANTICIPATION NOTE, SERIES OF 2022 IN THE PRINCIPAL AMOUNT NOT TO EXCEED FOURTEEN MILLION DOLLARS (\$14,000,000); PROVIDING FOR THE DATED DATE, INTEREST RATE, MATURITY DATE, PAYMENT AND PLACE OF PAYMENT IN RESPECT OF THE NOTE; ACCEPTING THE PROPOSAL ATTACHED HERETO AS EXHIBIT "C" FROM THE FINANCIAL INSTITUTION OR ENTITY NAMED THEREIN FOR THE PURCHASE OF THE NOTE; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO EXECUTE AND DELIVER THE NOTE AND CERTAIN OTHER DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE NECESSARY DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT OF THE COMMONWEALTH OF PENNSYLVANIA; SETTING FORTH A FORM OF THE NOTE.

WHEREAS, the County of Luzerne, Pennsylvania (the "County"), anticipates receiving taxes and other revenues during the fiscal year ending December 31, 2022, which taxes and other revenues are currently uncollected; and

WHEREAS, the County has estimated, on a monthly basis, its expected taxes, revenues and expenditures for the fiscal year ending December 31, 2022, and has determined that during a portion of such fiscal year it will experience a "cumulative cash flow deficit" as such phrase is defined in the regulations promulgated under Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the County has determined to borrow monies for the purpose of funding, in part, such cumulative cash flow deficit by issuing a note to be repaid from the anticipated taxes and revenues, all in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, Act 53 Pa.C.S., Chapters 80-82, as reenacted and amended (the "Debt Act"); and

WHEREAS, the County has received an acceptable proposal for the purchase of its Tax and Revenue Anticipation Note as hereinafter described; and

WHEREAS, as required by Section 8126 of the Debt Act, officials of the County have heretofore made an estimate of the taxes and revenues to be received during such fiscal year ending December 31, 2022 (the "Estimate"), and, by their execution of a certificate with respect thereto dated this date and attached hereto as **Exhibit "A"** (the "Certificate"), have certified to such Estimate.

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Luzerne, Pennsylvania (the "Council"), in lawful session duly assembled, as follows:

Section 1. For the reasons and purposes recited above, the County hereby exercises its power and authority to borrow money and authorizes the issuance and sale of its Tax and Revenue Anticipation Note, Series of 2022, in the principal amount not to exceed Fourteen Million Dollars (\$14,000,000) substantially in the form attached hereto as **Exhibit “B”** (the “Note”) in anticipation of the receipt of current taxes and revenues to be received during the fiscal year ending December 31, 2022 as provided in the Certificate, such Note to be issued, sold and delivered as hereinafter provided.

Section 2. The Chair or Vice-Chair of the Council of the County or the Acting County Manager, attested by the Clerk the Council of the County, is hereby authorized and directed, in the name and on behalf of the County, to prepare and file with the Department of Community and Economic Development of the Commonwealth of Pennsylvania a certified copy of this Resolution, a Certificate setting forth the Estimate and a true copy of the accepted Proposal (as hereinafter defined) for the purchase of the Note, all as set forth in and required by Section 8128 of the Debt Act. The Chair or Vice-Chair of the Council of the County or the Acting County Manager, attested by the Clerk of County Council, is also hereby authorized and directed, in the name and on behalf of the County, to prepare and verify a certificate, in accordance with Sections 103 and 148 of the Code and the regulations applicable thereto, setting forth the anticipated use of the proceeds, to prepare and deliver to the Purchaser of the Note the Certificate required by Section 8127 of the Debt Act relating to the total amount of the County's tax and revenue anticipation notes outstanding on the date of delivery of the Note, and to take any and all other action, and to execute and deliver any and all other documents and instruments, as may be necessary, proper or desirable to effect the issuance and sale of the Note as contemplated herein. The certification made on the date of adoption of this Resolution by the aforementioned officials of the County, relating to the Estimate, is hereby ratified and approved.

Section 3. The Note shall be designated “County of Luzerne, Pennsylvania, Tax and Revenue Anticipation Note, Series of 2022,” shall be issued as a physical certificate in registered form, without coupons, shall be in the principal amount not to exceed Fourteen Million Dollars (\$14,000,000), shall be dated the date of issuance, shall bear interest at the fixed rate of interest set forth in the Proposal, from the date of delivery until maturity, shall mature on June 30, 2022 and be pre-payable prior to maturity, have such mandatory sinking fund redemption provisions, be payable as to principal and interest at the place and in the manner, and to the extent as set forth in the Proposal attached as **Exhibit “C”** hereto.

Section 4. The Note shall be executed by the Chair or Vice-Chair of Council of the County or the Acting County Manager, shall have the corporate seal of the County affixed thereto, and shall be duly attested by the Clerk of Council of the County. The Chair or Vice-Chair of Council of the County or the Acting County Manager is further authorized and directed to deliver the Note to the Purchaser hereinafter named upon the terms and conditions hereinafter provided in the Proposal and the Note, and to execute and deliver such other documents and instruments, attested to by the Clerk of Council of the County, and to take such other action as may be necessary or appropriate to effect the issuance and sale of the Note in accordance with this Resolution, the Debt Act, the Proposal and the Note, and as required by Bond Counsel (as defined below).

Section 5. The Note, when issued, together with any other tax and revenue anticipation notes issued by the County during fiscal year 2022, will be a general obligation of the County secured by a pledge of, security interest in, and a lien and charge on, the taxes and other revenues to be received by the County during the period when the Note is outstanding; and the Chair or Vice-Chair of Council or the Acting County Manager of the County is hereby authorized and directed to prepare and file, or to have filed by Bond Counsel, such financing statements as may be necessary to fully perfect such pledge, security interest, lien and charge pursuant to the Pennsylvania Uniform Commercial Code and Section 8125 of the Debt Act.

Section 6. The County hereby covenants that it will not make any use of the proceeds of the Note or do or suffer any other action which, if such use or action had been reasonably expected on the date of issuance of the Note, would cause the Note to be an “arbitrage note” or “private activity note” as such terms are defined in Section 148 or Section 141 of the Code and the regulations applicable thereto and further covenants that it will comply with Section 148 and Section 141 of the Code, and with any regulations applicable thereto, throughout the term of the Note, including without limitation, any requirements relating to a rebate of certain excess earnings pursuant to Section 148(f) of the Code of any regulations applicable thereto now existing or promulgated hereafter. In connection therewith, the Chair or Vice-Chair of Council of the County or the Acting County Manager, attested by the Clerk of Council of the County, is hereby authorized and directed to execute and to deliver, in the name and on behalf of the County, any and all documents or other instruments which Saul Ewing Arnstein & Lehr LLP, as Bond Counsel (“Bond Counsel”), may reasonably request to provide its opinion that the Note is not an “arbitrage note” or “private activity note” within the meaning of Section 148 and Section 141 of the Code and the regulations applicable thereto.

Section 7. The formal proposal (the “Proposal”) of the lender identified therein (the “Purchaser”), presented to the Council and attached hereto as **Exhibit “C,”** is hereby accepted and the Note is hereby awarded to the Purchaser at a private sale for the aggregate purchase price as provided in the Proposal. The terms of the Proposal are incorporated herein by reference with the same effect as if set forth in full at this place. The Chair or Vice-Chair of Council of the County or the Acting County Manager, attested by the Clerk of Council of the County, is hereby authorized and directed to, accept the Proposal, in the name of and on behalf of the County, by executing the County's acceptance on an original copy of the Proposal, to deliver a fully executed and completed copy of the same to the Purchaser and to file the original with the records of the County. The Chair or Vice-Chair of Council of the County or the Acting County Manager is hereby authorized to deliver the Note to the Purchaser upon receipt of the full principal amount of the purchase price for such Note and in compliance with all conditions precedent to such delivery as required by the Debt Act, this Resolution, the Proposal and the Note; and such Chair or Vice-Chair of Council of the County, attested by the Clerk of Council of the County, is hereby authorized and directed to prepare, verify and deliver to the Purchaser concurrently with the delivery of the Note, the Certificate required by Section 8127 of the Debt Act, a copy of which certificate shall be retained with the records of the County until the Note has been paid in full.

Section 8. The Form of the Note shall be substantially as set forth and attached hereto as **Exhibit “B,”** which form is hereby incorporated by reference and adopted as if fully recited at

length herein and said form is hereby approved by this Council, with such changes, insertions and variations as are necessary or appropriate to reflect the final terms, including, but not limited to, series designation, interest rate, principal amount and sinking fund provisions, of the Note as specified to the County in the Proposal and such other changes as the Chair or Vice-Chair of Council of the County or the Acting County Manager may approve upon advice of the Solicitor of the County, such approval to be evidenced by such officer's execution and delivery of the Note.

Section 9. The proper officers of the County are hereby authorized to establish a sinking fund for the Note with the Purchaser, if necessary. The County Director of Budget and Finance or other proper officer of the County is hereby authorized and directed to make deposits into the sinking fund to be held for the payment of principal and interest on the Note as provided in the Note.

Deposit by the County into the sinking fund of the amount of good funds necessary to pay the Note in full shall satisfy in full the obligation of the County to pay principal and interest with respect to the Note.

Section 10. The proper officers of the County are hereby authorized, jointly and severally, to do any and all things necessary to effectuate the issuance, execution, delivery and sale of the Note, including the execution and delivery of any and all additional documents, representations, declarations, note purchase agreements, loan agreements, reimbursement agreements, security agreements, intercreditor agreements, sinking fund agreements, pledge agreements, escrow agreements, assignments, financing statements, tax and other certificates, authorizations, contracts, agreements, insurance binders and other papers as may be necessary to effectuate any of the foregoing or as may be required by Bond Counsel, and such execution and delivery shall be conclusive evidence of the authorization and approval thereof by the County.

Section 11. Saul Ewing Arnstein & Lehr LLP is hereby appointed Bond Counsel in connection with the issuance and sale of the Note.

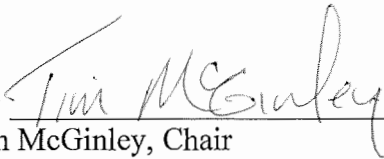
Section 12. The Acting County Manager and the County Director of Budget and Finance or any other proper official of the County is hereby authorized and directed to pay at, or subsequent to, the closing for the issuance of the Note, all costs and expense of the issuance incurred by or on behalf of the County or required to be paid by the County, all in accordance with the provisions of the Proposal. All such expenses incurred in connection with issuance of the Note shall be paid out of the proceeds derived from the issuance of the Note and the Acting County Manager and the County Director of Budget and Finance is authorized to approve requests for payment of such expenses and to direct the Purchaser to pay such expenses directly from the proceeds of the Note.

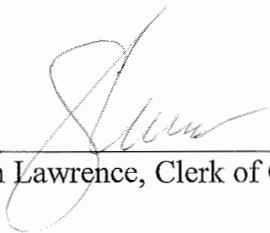
Section 13. This Resolution shall become effective on the earliest possible date in accordance with the terms of the County Charter and shall further be deemed part of the Note and incorporated therein by reference and enforceable by the holder of the Note.

DULY ADOPTED, THIS 14TH DAY OF DECEMBER, 2021, BY THE COUNCIL OF THE COUNTY OF LUZERNE, PENNSYLVANIA, IN LAWFUL REGULAR SESSION DULY ASSEMBLED.

ROLL CALL VOTE (10-0) with (1) Abstention
YES: Griffith, Haas, Houck, McDermott, McGinley, Perry, Radle, Saidman, Schnee and Vough
ABSTAINED: SJ Urban

LUZERNE COUNTY COUNCIL

By: 
Tim McGinley, Chair

Attest: 
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

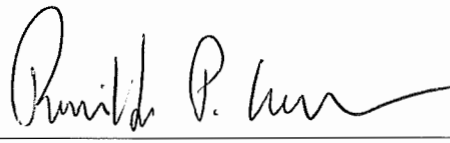
By: 
Romilda P. Crocamo, Esq.
Acting County Manager

EXHIBIT "A"

**MAXIMUM ANNUAL CUMULATIVE CASH FLOW DEFICIT CALCULATION
FYE 12/31/22**

CASH FLOW CALCULATION WORKSHEET						
County of Luzerne, Pennsylvania						
Cumulative Cash Flow Deficit Calculation for Fiscal Year Ending December 31, 2022						
A	B	C	D	E	F	
Month	Opening Balance	Estimated Receipts	Estimated Disbursements	Month Surplus/(Deficit)	Cumulative Surplus/(Deficit)	
January	7,000,000	1,020,500	10,691,000	-9,670,500	-2,670,500	
February	-2,670,500	1,835,500	11,383,250	-9,547,750	-12,218,250	Highest 2019 Projected Deficit (\$12,218,250)
March	-12,218,250	33,208,250	10,737,500	22,470,750	10,252,500	Less: Working Capital Reserve Expenditures through 11/30/2018 112,355,000
April	10,252,500	62,693,750	10,675,000	52,018,750	62,271,250	5% (5,617,750)
May	62,271,250	15,045,500	18,886,250	-3,840,750	58,430,500	Maximum Allowable 2022 TAN (\$17,836,000)
June	58,430,500	14,166,250	14,687,500	-521,250	57,909,250	
Total	7,000,000	127,969,750	77,060,500			

EXHIBIT "B"

R-1

\$14,000,000

COUNTY OF LUZERNE, PENNSYLVANIA
TAX AND REVENUE ANTICIPATION NOTE,
SERIES OF 2022

INTEREST RATE

MATURITY DATE

DATED DATE

____.590%

June 30, 2022

January __, 2022

REGISTERED OWNER: MANUFACTURERS AND TRADERS TRUST COMPANY

PRINCIPAL SUM: FOURTEEN MILLION DOLLARS

The County of Luzerne, Pennsylvania (the "County"), for value received, hereby promises to pay to the Registered Owner hereof on the Maturity Date set forth above, the principal sum of FOURTEEN MILLION DOLLARS (\$14,000,000), together with interest on said sum computed at the annual rate of Fifty-nine one-thousandths of one percent (.590%) (on a 30/360 day basis) payable on the Maturity Date, subject to the further provisions of this Note specified below and the "Commitment Letter" issued by the Registered Owner (collectively, the "Commitment"), a copy of which is attached hereto as Exhibit A, the terms and conditions of which are incorporated herein in their entirety as if fully set forth herein. Both the principal of and interest on this Note shall be payable in lawful money of the United States of America directly to the Registered Owner hereof by wire transfer in immediately available funds to an account designated by the Registered Owner.

This Note is the Tax and Revenue Anticipation Note, Series of 2022, in the aggregate principal amount of \$14,000,000 (the "Note"), authorized and issued in accordance with the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as amended (the "Act"), and pursuant to a Resolution adopted by the County on December 14, 2021 (the "Resolution") and filed, together with other required documents, with the Pennsylvania Department of Community and Economic Development. Reference is hereby made to the Act and the Resolution for a statement of the rights and limitations of rights of the Registered Owner of the Note under the Act, to all of which the Registered Owner hereof by acceptance of this Note assents. The Registered Owner's rights and remedies with respect to any event of default and the enforcement of the County's obligations, warranties, representations or undertakings as specified in this Note or the Resolution shall be governed by the provisions of the Act and the rights and remedies of a secured creditor under Pennsylvania Uniform Commercial Code Article 9, including the rights of mandamus and injunction as provided for in the Act.

This Note is issued under and in accordance with the Act, for the purpose of providing funds for current expenses payable in the current fiscal year in anticipation of the receipt of taxes

and other revenues by the County from the date of original delivery of the Note to the stated Maturity Date hereof.

It is the intention of the County that the interest payable upon this Note will not be includable in gross income of the holder hereof for purposes of federal income taxation under the United States Internal Revenue Code of 1986, as amended (the "Code"). The County hereby covenants that it will not do anything that would endanger the tax-exempt status of the interest referred to herein. The County covenants that it will not make any investment or other use of any portion of the "proceeds" of this Note (within the meaning of Sections 103 and 141 through 150 of the Code or any applicable regulations thereunder) which would cause the Note to be an "arbitrage bond" as such term is defined in Section 148 of the Code or which would otherwise cause the interest on this Note to be includable in gross income of the holder hereof for purposes of federal income taxation under the Code. The County covenants to comply with the requirements of Sections 103 and 141 through 150 of the Code, and all applicable regulations promulgated with respect thereto, including, but not limited to, the requirements regarding the use or investment of the proceeds of the Note and the rebate requirements in Section 148(f) of the Code.

Under the laws of the Commonwealth of Pennsylvania, the interest on the Note shall at all times be free from taxation within the Commonwealth of Pennsylvania, but this exemption shall not extend to gift, estate, succession or inheritance taxes or any other taxes not levied or assessed directly on this Note or the interest thereon. Profits, gains or income derived from the sale, exchange or other disposition of this Note are subject to state and local taxation.

The Note is subject to prepayment at the option of the County, in whole or in part, at any time, without penalty, in accordance with the terms of the Commitment.

The Note is secured under the Resolution by the pledge of, security interest in and a lien and charge on the taxes and other revenues of the County specified in the Resolution to be received during the period when the Note is outstanding, together with all proceeds thereof. Such pledge, security interest, lien and charge have been perfected and are enforceable in the manner provided by the Act.

Certain events shall be deemed an Event of Default. Events of Defaults and Remedies are defined and described in the Act and incorporated herein by reference. If an Event of Default occurs, the interest rate on the unpaid principal balance of the Note shall increase to five (5%) per annum above the otherwise applicable rate on the Note (the "Default Rate") and any judgment entered thereon in connection with a claim to collect amounts due hereunder shall bear interest at such Default Rate, to the extent permitted under the laws of the Commonwealth of Pennsylvania, including the Act.

If a Determination of Taxability (as defined below) shall occur, this Note shall bear interest at the Taxable Rate for all periods thereafter so long as such Determination of Taxability continues to exist. The Taxable Rate is the taxable equivalent rate to the tax-exempt rate of .590%. A "Determination of Taxability" means a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest paid or to be paid on the Note is or was includable in the holder's gross income for federal income tax purposes.

The Registered Owner will afford the County the opportunity, at the County's sole cost and expense, to contest any action or event constituting a Determination of Taxability, including, without limitation, (i) the validity of any legislation which causes the interest on the Note not to be excludable from the gross income for federal income tax purposes; (ii) the validity of any opinion of nationally recognized bond counsel that interest on the Note is includable in the gross income for federal income tax purposes; or (iii) any challenge to the validity of the tax exemption with respect to the interest on the Note, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals). In order for the County to exercise its right to contest set forth herein, the County shall, on demand, immediately reimburse the Registered Owner for any and all expenses (including reasonable attorneys' fees for services that may be required or desirable, in the reasonable judgment of the Registered Owner) that may be incurred with any such contest, and shall, on demand, immediately reimburse the Registered Owner for any and all penalties or other charges payable by the Registered Owner for failure to include such interest in its gross income. The taxable rate shall become effective immediately upon the occurrence of a Determination of Taxability and shall apply during the pendency of any contest or appeal by the County. If the appeal or contest results in a reversal of the Determination of Taxability, the rate of interest shall revert to the Interest Rate stated on the face of this instrument and the Registered Owner shall repay to the County the excess amount of interest or other amounts paid by the County on account of such Determination of Taxability.

This Note may be exchanged, and its transfer may be effected, only by the Registered Owner hereof in person or by his/her/its duly authorized custodian in writing. Upon such exchange and registration of such transfer, the County shall immediately issue a new registered note of the same series, maturity and interest rate and for the same aggregate principal amount as the note to be exchanged and deliver the same to the new Registered Owner per his/her/its delivery instructions.

Whenever the due date for payment of interest on or principal of this Note shall be a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized or required by law to close, then payment of such interest, principal or redemption price need not be made on such date, but may be made on the next succeeding day which is not a Saturday, a Sunday, a legal holiday or a day upon which such banking institutions are authorized or required by law to close, with the same force and effect as if made on the due date for payment of principal, interest or redemption price and no interest shall accrue on the amount due for any period after such due date.

It is hereby certified that all actions required by the Act to be taken to render this Note valid and obligatory have been duly taken pursuant to the Act, that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed precedent to and in the authorization and issuance of this Note exist, have happened and have been performed in regular and due form and manner and as required by law; and that all existing indebtedness of the County is within every limitation prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the County has caused this Note to be executed by the Chair of Council of the County, its seal to be hereunto affixed and the same to be attested by the Clerk of Council of the County.

(SEAL)

COUNTY OF LUZERNE, PENNSYLVANIA

By: _____
Chair

Attest: _____
Clerk

[Signature Page – 2022 Note]

EXHIBIT "C"

COMMITMENT LETTER



Manufacturers and Traders Trust Company
Government Banking
60 Public Square
Wilkes Barre, PA 18701
(570) 821-7156 Fax (570) 821-8639
Email: jjjablowski@mtb.com
John J. Jablowski, Jr., MPA, Vice President

November 24, 2021

Mr. Brian Swetz
County of Luzerne
200 North River Street
Wilkes-Barre, PA 18711

RE: 2022 Tax Anticipation Note

Dear Brian,

On behalf of M&T Bank (the "Bank"), we appreciate the opportunity to provide funding for a 2022 Tax Anticipation Note for the County of Luzerne, Pennsylvania (the "Borrower").

The attached summary includes a description of the principal terms of the proposed financing.

The settlement of the proposed credit facility is subject to several conditions. After receiving the Borrower's concurrence, the Bank will finalize internal credit approval of the transaction. Upon Bank approval, definitive Note Documents will be prepared. This letter is subject to the statutory and other requirements by which M&T Bank is governed.

- 1) Amount of Note
Approximately \$ 14,000,000.00
- 2) Term of Note
Closing on or about January 3, 2022 with a maturity of June 30, 2022.
- 3) Type of Note
Tax and Revenue Anticipation Note-Tax-Exempt, Non-Bank Qualified
- 4) Purpose
To provide interim cash flow for the County of Luzerne, Pennsylvania in early 2022.

5) Rate of Interest Per Annum

Fixed Rate

The Note shall (subject to the following terms) bear interest on the outstanding principal balance at a tax-exempt rate on a 360-day basis. The interest rate will be equal to the non-bank qualified tax-exempt equivalent fixed rate of .590 basis points (the "Tax Exempt Rate").

If an Event of Default occurs, the interest rate on the unpaid principal shall immediately be automatically increased to five (5) percentage points per year above the otherwise applicable rate per year (the "Default Rate"), and any judgment entered hereon in connection with any suit to collect amounts due hereunder shall bear interest at such default rate to the extent permitted under the laws of the Commonwealth of Pennsylvania and the Act (defined below).

Determination of Taxability (as defined below)

A Determination of Taxability shall occur, the Note shall bear interest at the Taxable Rate for all periods thereafter so long as such Determination of Taxability continues to exist. The Taxable Rate is the taxable equivalent rate to the "Tax-Exempt" rate of .590%. A "Determination of Taxability" means a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest paid or to be paid on the Note is or was includable in the holder's gross income for federal income tax purposes.

The Registered Owner will afford the Borrower the opportunity, at the Borrower's sole cost and expense, to contest any action or event constituting a Determination of Taxability, including, without limitation, (i) the validity of any legislation which causes the interest on the Note not to be excludable from the gross income for federal income tax purposes; (ii) the validity of any opinion of nationally recognized bond counsel that interest on the Note is includable in the gross income for federal income tax purposes, or (iii) any challenge to the validity of the tax exemption with respect to the interest on the Note, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals). In order for the Borrower to exercise its right to contest set forth herein, the Borrower shall, on demand, immediately reimburse the Registered Owner for any and all expenses (including reasonable attorney's fees for services that may be required or desirable, in the reasonable judgement of the Registered Owner) that may be incurred with any such contest, and shall, on demand immediately reimburse the Registered Owner for any and all penalties or other charges payable by the Registered Owner for failure to include such interest in its gross income. The taxable rate shall become effective immediately upon the occurrence of a Determination of Taxability and shall apply during the pendency of any contest or appeal by the Borrower. If the appeal or contest results in a reversal of the Determination of Taxability, the rate of interest shall revert to the Interest Rate stated on the face of this instrument and the Register Owner shall repay to the County the excess amount of interest or any other amounts paid by the County on account of such Determination of Taxability.

6) Repayment Terms

The Borrower will be covenant to make full payment of Principal and Interest on June 30, 2022.

7) Security

The Note together with any other tax and revenue anticipation notes issued, or to be issued, by the borrower during the borrower's fiscal year ending on December 31, 2022, shall, upon issuance thereof, be equally and ratably secured by a pledge of, security interest in, and a lien and charge on, the taxes and other revenues to be received by the borrower during the period when the Note is outstanding as specified in the Resolution and shall be treated as a general obligation of the borrower all in accordance with Section 8125 of the Pennsylvania Local Government Unit Debt Act (the "Act").

13) Purchase

The bank will purchase the note for its own portfolio and will be evidenced through a Purchaser's Certificate.

On behalf of M&T Bank, we are pleased to be of assistance in the issuance of your 2022 Tax Anticipation Note.

Should you have any questions, please do not hesitate to contact me at 570-821-7156.

Sincerely,



John J. Jablowski, Jr., MPA
Government Banking Division
Vice President

Approval by the Borrower:

Signature of Authorized Officer

Title of Signer

Date