

TOWNSHIP OF HAMILTONBAN,
Adams County, Pennsylvania

RESOLUTION - 2010-23

OF THE BOARD OF SUPERVISORS OF THIS TOWNSHIP DETERMINING PRELIMINARILY TO PROCEED TO ISSUE A GENERAL OBLIGATION NOTE OF THIS TOWNSHIP; CONFIRMING THE APPOINTMENT OF BOND COUNSEL; AND AUTHORIZING PROPER OFFICERS OF THIS TOWNSHIP AND BOND COUNSEL TO TAKE CERTAIN ACTION.

*\$ 800,000
OF*

WHEREAS, The Board of Supervisors of this Township has determined to borrow funds in the approximate amount of ~~\$500,000~~ to provide funds for and toward a capital project or projects that include the acquisition and construction of a municipal complex and related facilities (the "Project"); and

WHEREAS, The Board of Supervisors of this Township has determined to apply to Adams County, Pennsylvania to issue a general obligation note (the "Note") of the Township to be designated as a "Recovery Zone Economic Development Bond" within the meaning of the American Recovery and Reinvestment Act of 2009, to finance a portion of the costs of the Project; and

WHEREAS, The Board of Supervisors of this Township has determined that it is in the best financial interests of this Township to request proposals for the financing of the Project; and

WHEREAS, The Board of Supervisors of this Township, in contemplation of authorization of the Project and the financing thereof, desires to authorize certain action.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of this Township, as follows:

SECTION 1. The Board of Supervisors of this Township does hereby appoint Rhoads & Sinon LLP, Attorneys at Law, of Harrisburg, Pennsylvania ("Bond Counsel"), to serve as bond counsel to this Township in connection with the Project and the financing thereof.

SECTION 2. Bond Counsel is hereby directed to proceed promptly to prepare and to distribute on behalf of this Township a request for proposals to finance the Project, to be in such form and with such content as shall be reviewed by and acceptable to the Chairman of the Board of Supervisors and Secretary of the Township and the Solicitor of this Township.

SECTION 3. The officers of the Board of Supervisors, the administrative officers of this Township, the Solicitor of this Township and Bond Counsel are hereby authorized and directed to do such other things on behalf of this Township as may be necessary and appropriate to implement the intent and purposes of this Resolution, including, but not limited to, the preparation of any documents required to apply to Adams County, Pennsylvania to issue Recovery Zone Economic Development Bonds.

SECTION 4. Bond Counsel is hereby authorized and directed to proceed to prepare the form of the ordinance to be enacted by the Board of Supervisors of this Township authorizing the Note and accepting the proposal to be presented to the Board of Supervisors of this Township and to make arrangements on behalf of this Township for the publication of the required public notice of intent to incur the debt to be evidenced by the Note.

CERTIFICATE

I, the undersigned, Secretary of the Board of Supervisors of the Township of Hamiltonban, Adams County, Pennsylvania (the "Township"), certify that the foregoing Resolution was adopted by majority vote of the entire Board of Supervisors of the Township at a meeting convened and held according to law on March 2, 2010; said Resolution was adopted by an aye and nay vote; said Resolution and the vote thereon has been recorded in the minutes of said meeting; and said Resolution has not been altered, modified, amended or repealed as of the date of this Certificate.

I further certify that the Board of Supervisors of this Township met the advance notice requirements of the Sunshine Act, 65 Pa. C. S. §701, *et seq.*, by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the administrative office of the Township or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at such meeting prior to the adoption of said Resolution, all as required by such Act.

IN WITNESS WHEREOF, I affix my hand and the official seal of the Township,
this 2nd day of March, 2010.

6th October



Secretary of the Board of Supervisors

(SEAL)





October 5, 2010
March 1, 2010

**Re: Township of Hamiltonban, Adams County, General Obligation Note, Series of 2010 -
Bond Counsel Services**

Members of the Board of Supervisors
Township of Hamiltonban
P.O. Box 526
Fairfield, PA 17320

Dear Members of the Board:

The purpose of this letter is to set forth the services we have performed and will perform, and the fees we propose to charge, as bond counsel to the Township of Hamiltonban, Adams County (the "Township"), in connection with the issuance and sale of a proposed tax-exempt (or tax credit) general obligation note in the approximate principal amount of \$500,000 (the "Note") to finance a portion of the costs of planning, designing, and constructing a new municipal campus and related facilities (the "Project"). The Note will be payable from the taxes and general revenues of the Township, and will be issued to a bank to be selected by the Township from among various competitive loan proposals received.

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The services to be rendered by this Firm as bond counsel to the Township will include the following:

- (1) preparation of a preliminary resolution to proceed with the financing project;
- X (2) preparation of a Recovery Zone Economic Development Bond allocation resolution for consideration by Adams County;
- (3) preparation and distribution of a request for loan proposals on behalf of the Township and advice and counsel to the Township regarding the proposals received;
- X (4) preparation of a resolution designating the Township as a "recovery zone" within the meaning of the American Recovery and Reinvestment Act of 2009 (the "Stimulus Bill"), if applicable;
- (5) preparation of a Local Government Unit Debt Act ordinance of the Township, related notices and the form of the Note;
- (6) preparation of the proceedings of the Township to be filed for approval by the Department of Community and Economic Development (application, debt statement, borrowing base certificate);
- (7) attendance at meetings with the Township to discuss the Project and issuance of the Note, and to introduce the ordinance and answer questions;
- (8) preparation of appropriate closing certificates;
- (9) coordination of closing;
- (10) attendance at closing, and

- (11) delivery of an approving legal opinion to the lender as to the validity and enforceability of the Note and, if applicable, the tax-exempt status of the interest to be paid thereon.

In this engagement, our services will be limited to those set forth above. This engagement does not include review or negotiation of any agreements for the investment of proceeds of the Note or the provision of any opinions related to the investment of Note proceeds. Such services, if desired, will be provided for an additional fee.

The primary responsibility of bond counsel is to render an objective legal opinion with respect to the authorization and issuance of the Note. Our legal opinion will be executed and delivered by us in written form on the date the Note is delivered to the lender in exchange for the loan proceeds (the "Closing") and will be based on facts and law existing as of Closing. During the course of this engagement, we will rely upon you to provide us with complete and timely information on all developments pertaining to any aspect of issuance of the Note and its security. We understand that you will direct members of your staff and your employees to cooperate with us in this regard. In rendering our opinion, we may rely upon your Solicitor or other counsel as to certain matters other than the validity of the Note, including pending litigation.

In rendering our opinion as bond counsel, we will rely upon representations of the Township set forth in the financing documents, the certified proceedings, and of other persons, such as the Township's Consulting Engineers (including certifications as to the use of the proceeds of the Note and various tax matters), without undertaking to verify the same by independent investigation. We do not review the financial condition of the Township (or any other party) or the feasibility of the Project or repayment of the Note, and we will express no opinion relating thereto.

During the course of the financing, we will undertake and be compensated for representation of the Township as bond counsel. Accordingly, in any negotiations concerning the terms of the financing, we will advocate the interests of the Township. However, our representation of the Township does not alter our responsibility to render an objective opinion as bond counsel and to assure that the Township has entered into appropriate covenants for the benefit of the purchaser of the Note or any subsequent holders of the Note to preserve the tax-exempt status of the interest on the Note and to provide for the payment and security of the Note and other amounts that may become due and owing to such holders.

We assume that the lender will retain such counsel as it deems necessary and appropriate to represent its interests in this transaction, and we further assume that all parties understand that in this transaction we represent only the Township.

Your Solicitor, in addition to performing other services for you in regard to financing of the Project, will be expected to render an opinion as to the title to office of the officers of the Township executing the Note and closing documents, the enactment of the borrowing ordinance, and compliance with the Sunshine Law.

The legal fees of this Firm rendered in connection with the financing of the Project by issuance of the Note will be \$7,500, if the Note is issued as a traditional tax-exempt obligation, plus out of pocket expenses not to exceed \$500 (exclusive of advertising and statutory filing fees that may be advanced on behalf of the Township). If the Note is issued as a

March 2, 2010

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"Build America Bond" or "Recovery Zone Economic Development Bond," within the meaning of the Stimulus Bill, an additional fee of \$2,000 will be charged for the additional work that would be necessary in connection therewith.

The fees and chargeable expenses will be payable at Closing. We customarily do not submit any statement for fees or expenses until Closing unless there is a substantial delay in completing the financing that is beyond our control.

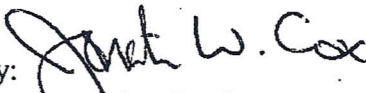
Although we value client relationships, you have the right to terminate our services at any time. Similarly, if you (or other parties) have not cooperated with our reasonable requests, if you (or other parties) disagree with the course of action we recommend, or if our statements for services rendered and expenses incurred are not paid in a timely manner, we may discontinue our work for you. Whether initiated by you or by us, such termination should be in writing.

If the foregoing terms of this engagement are acceptable to you, please return a copy of this letter signed by an appropriate officer of the Township.

We appreciate this opportunity to be of service to you.

Very truly yours,

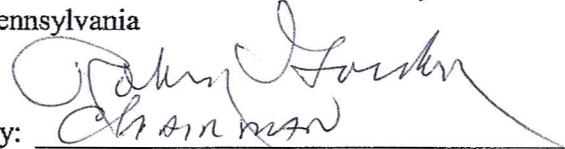
RHOADS & SINON LLP

By: 
Jonathan W. Cox

cc: Matthew R. Battersby, Esquire

The terms of engagement set forth in the foregoing letter of Rhoads & Sinon LLP are hereby accepted and approved:

TOWNSHIP OF HAMILTONBAN, Adams County,
Pennsylvania

By: 
Title:

Date: October 5, 2010