

AN ORDINANCE OF THE BOROUGH OF HARMONY
(BUTLER COUNTY, PENNSYLVANIA)
ENACTED SEPTEMBER 5, 2023 AND NUMBERED 440.

AUTHORIZING THE INCURRING OF LEASE RENTAL INDEBTEDNESS IN AN AGGREGATE AMOUNT OF ONE HUNDRED FORTY THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS (\$140,550) BY THE EXECUTION AND DELIVERY OF A GUARANTY AGREEMENT AMONG THE BOROUGH OF HARMONY, THE BOROUGH OF ZELIENOPLE, THE TOWNSHIP OF JACKSON, THE TOWNSHIP OF LANCASTER, THE BUTLER COUNTY GENERAL AUTHORITY, THE HARMONY FIRE DISTRICT AND WESBANCO BANK, INC. IN SUPPORT OF THE DEBT SERVICE ON THE NOTE TO BE ISSUED BY THE BUTLER GENERAL AUTHORITY; COVENANTING TO PAY, AND PLEDGING UNLIMITED TAXING POWER FOR THE PAYMENT OF ITS OBLIGATIONS UNDER THE GUARANTY; AUTHORIZING FILINGS OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; DIRECTING ACTIONS OF OFFICERS AND OTHER ACTIONS; AND MAKING OTHER COVENANTS IN RESPECT OF THE GUARANTY.

Note Counsel:

Dinsmore & Shohl LLP
1300 Six PPG Place
Pittsburgh, PA 15222

WHEREAS, the Governing Body of the Local Government Unit, after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the Project hereinafter described; and

WHEREAS, the Governing Body of the Local Government Unit desires to incur indebtedness, within constitutional and statutory limitations, in order to undertake said Project; and

WHEREAS, the incurrence of such indebtedness is governed by the provisions of the Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 et seq., as amended (the "Debt Act") with which this Debt Ordinance and all related proceedings of the Local Government Unit and all duly authorized actions of its officers are intended to comply;

NOW, THEREFORE, BE, AND IT HEREBY IS, ENACTED by the affirmative vote of a majority of all members of the Governing Body of the Local Government Unit as follows:

ARTICLE I -- DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall, for all purposes of this Debt Ordinance, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Debt Ordinance, shall be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction, and consistent with the Guaranty hereinafter discussed and the related corporate resolutions, and financing documents and instruments of the Authority hereinafter identified. Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders and those importing number shall include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, shall mean and include corporations, associations and public bodies and their successors unless the context shall indicate otherwise.

"Authority" shall mean the Butler County General Authority, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania.

"Debt Ordinance" shall mean this document, being the formal action taken by the Local Government Unit according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the lease rental indebtedness represented by the Guaranty. Such term shall apply whether, under the law and existing practices of the Local Government Unit, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.

"Designated Officer" or "Designated Officers" shall mean and include, individually or jointly, the Council President, Council Vice President and Secretary of the Borough Council (and their appropriate successors acting by reason of absence or other incapacity) being those duly elected or appointed and acting officials of the Local Government Unit, hereby authorized to undertake and perform the actions herein specified necessary and proper to the issuance of the Guaranty and compliance with the Debt Act.

"Governing Body" shall mean the Borough Council of the Local Government Unit, being that entity authorized by law to fix the rate of, and to levy taxes within the Local Government Unit.

"Guaranty" shall the Guaranty Agreement among the Local Government Unit, the Borough of Harmony, the Township of Jackson, the Township of Lancaster, the Authority, the Harmony Fire District and the Purchaser pursuant to which the Local Government Unit guarantees a portion of the payment obligations of the Note. A copy of the substantial form of the Guaranty is attached to this Debt Ordinance as **Exhibit A** and is incorporated by reference herein.

"Local Government Unit" shall mean the Borough of Harmony, situated in the County of Butler, a Borough of the Commonwealth of Pennsylvania duly organized and validly existing under the Constitution and laws of the Commonwealth.

"Note" shall mean the Butler County General Authority Guaranteed Revenue Note (Harmony Fire District Project), Series of 2023 (unless the Purchaser shall specify one or more different series designations, including alpha and taxability designations of sub-series) in an aggregate principal amount not to exceed \$2,811,000.

"Note Counsel" shall mean Dinsmore & Shohl LLP, Pittsburgh, Pennsylvania.

"Note Documents" shall mean the standard agreements and assignments executed and entered into by the Authority in connection with the issuance of the Note.

“Project” shall mean the incurrence of lease rental indebtedness and guarantee by the Local Government Unit of an aggregate amount of indebtedness not to exceed \$140,550 (representing a 5% portion of the Note) to provide funds for the financing the acquisition, construction, renovation, equipping and furnishing of a fire station located at 424-434 South Main Street in the Local Government Unit. Reasonable estimates of the useful life of the assets financed by the Note (being, on a weighted average, in excess of 20 years), have been obtained with the assistance of engineers, financial advisors and other persons qualified by experience. Nothing contained herein shall prohibit the Governing Body, under proper enactment of an ordinance and compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the Project undertaken hereby.

“Purchaser” shall mean Wesbanco Bank, Inc., 600 Lawrence Avenue, Ellwood City, Pennsylvania 16117.

“Redemption Price” shall mean 100% of the principal amount of (or portion of) the Note, together with accrued interest to the date fixed for redemption.

--END OF ARTICLE 1--

ARTICLE II -- AUTHORIZATION OF INDEBTEDNESS

Section 2.01 Incurrence. The Local Government Unit does hereby authorize and direct the incurrence of lease rental indebtedness in an amount not to exceed \$140,550, being a 5% pro-rata portion of the Note; such debt shall be evidenced by the Guaranty to be executed and delivered according to the provisions of this Debt Ordinance and the Debt Act, as a general obligation of the Local Government Unit.

Section 2.02 Approval of Guaranty. The Local Government Unit does hereby approve the Guaranty substantially in the form set forth in **Exhibit A**, attached to this Debt Ordinance and incorporated by reference herein; the Designated Officers are authorized and directed to execute and deliver the Guaranty, with such modifications and completions from **Exhibit A** as they shall, in their uncontroverted discretion, deem appropriate and in the best interests of the Local Government Unit and the Authority.

Section 2.03 Preparation of Debt Statement; Proceedings Before the Secretary. The Designated Officers are hereby authorized and directed to prepare and verify under oath or affirmation, according to the requirements of Sections 8002 and 8110 of the Debt Act, the Debt Statement of the Local Government Unit, including therewith a certification of the Borrowing Base, and, if desired, any statements required by the Debt Act necessary to qualify all or any portion of the indebtedness for exclusion from the appropriate debt limit as self-liquidating or subsidized debt.

The Designated Officers are hereby further authorized and directed to prepare and file all proceedings of the Local Government Unit relative to this incurrence of indebtedness with the Department of Community and Economic Development and to respond to all inquiries or requests and to perform all other actions necessary to obtain the approval of the Secretary to execute and deliver the Guaranty.

Section 2.04 General Obligation Covenant. The Local Government Unit hereby covenants with the owners from time to time of the Note to: (a) include, within the limits of this Debt Ordinance and the Guaranty, the amounts necessary to service the debt on the Note, for each fiscal year in which such sums are payable, in its budget for that year, (b) appropriate such amounts from its general revenues to the payment of the debt service, and (c) duly and punctually pay, or cause to be paid, from its General Fund or from any other of its revenues or funds, the principal of and the interest, within the limits of this Debt Ordinance and the Guaranty, on the Note at the dates and places and in the manner stated therein according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Note, the Local Government Unit hereby irrevocably pledges its full faith, credit and taxing power. The maximum amount of debt service hereby covenanted to be paid is set forth in Exhibit A to the form of Guaranty Agreement, attached hereto.

As provided in the Debt Act, the foregoing covenant is specifically enforceable.

--END OF ARTICLE 2--

ARTICLE III -- SETTLEMENT

Section 3.01 Concurrence of Award to Purchaser. After due consideration of various factors, including professional assistance and current market conditions, the Governing Body hereby approves the award of the Note by the Authority to the Purchaser and concurs in finding that a private sale by negotiation is in the best financial interest of the Authority and the Local Government Unit.

Section 3.02 Settlement. The Designated Officers are authorized and directed to undertake and perform, or cause to be undertaken or performed, all such ordinary duties of the Local Government Unit (which are hereby specifically approved) that may be required under, or reasonably contemplated by, the execution and delivery of the Guaranty in connection with the issuance of the Note, including execution and delivery of such certificates, orders and agreements as may be necessary, in the opinion of Note Counsel or Solicitor, to proper settlement of the Note.

Section 3.03 Ratification. The action of the proper officers or agents in advertising a Summary Notice of this Debt Ordinance, as required by law, is ratified and confirmed. The advertisement of the Enactment Notice of this Debt Ordinance is hereby directed.

Section 3.04 Debt Ordinance A Contract. This Debt Ordinance shall be a contract with the Purchaser and any subsequent owners, from time to time, of the Note.

Section 3.05 Inconsistencies. All prior ordinances, resolutions, or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

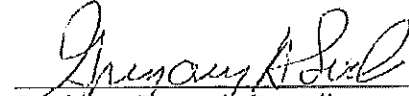
Section 3.06 Statutory References. All references to specific provisions of statutory law herein contained may be read and interpreted by reference to amended, successor or replacement laws, but only to the extent consistent with the intent and clear meaning of this Debt Ordinance. All inconsistencies shall be resolved with recognition of and in favor of, the rights of the owners of the Note, whose rights shall not be impaired.

--END OF ARTICLE 3--

Duly enacted by the Governing Body of the Local Government Unit, in lawful session assembled,
on September 5, 2023.

[SEAL]

BOROUGH OF HARMONY




President, Borough Council

Attest:



Secretary

Approved by:



Mayor

EXHIBIT A
FORM OF GUARANTY
(see attached)

[FORM OF]

GUARANTY AGREEMENT

Dated as of _____, 2023

By, Between and Among

BUTLER COUNTY GENERAL AUTHORITY,

and

**BOROUGH OF HARMONY
(Butler County, Pennsylvania)**

**BOROUGH OF ZELIENOPE
(Butler County, Pennsylvania)**

**TOWNSHIP OF JACKSON
(Butler County, Pennsylvania)**

**TOWNSHIP OF LANCASTER
(Butler County, Pennsylvania)**

and

HARMONY FIRE DISTRICT

and

WESBANCO BANK, INC.

SECURING
\$2,811,000 aggregate principal amount,
BUTLER COUNTY GENERAL AUTHORITY GUARANTEED REVENUE NOTE
(HARMONY FIRE DISTRICT PROJECT), SERIES OF 2023

This **GUARANTY AGREEMENT** dated as of _____, 2023, by, between and among **BUTLER COUNTY GENERAL AUTHORITY**, a body corporate and politic, organized under and existing pursuant to the provisions of the Pennsylvania Municipality Authorities Act (the "Authority" or the "Issuer"), the **BOROUGH OF HARMONY**, Butler County, Pennsylvania ("Harmony"), the **BOROUGH OF ZELIENOPLE**, Butler County, Pennsylvania ("Zelienople"), the **TOWNSHIP OF JACKSON**, Butler County, Pennsylvania ("Jackson"), the **TOWNSHIP OF LANCASTER**, Butler County, Pennsylvania ("Lancaster" and together with Harmony, Zelienople and Jackson, the "Member Municipalities"), the **HARMONY FIRE DISTRICT**, a Pennsylvania nonprofit corporation (the "Borrower") and **WESBANCO BANK, INC.** (the "Purchaser"),

WITNESSETH THAT:

WHEREAS, the Authority is organized under and pursuant to the laws of the Commonwealth of Pennsylvania, particularly the Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, and as codified by Act 22 of 2001, 53 Pa. C.S.A. Section 5601 *et seq.* and further amended by Act No. 110 of 2001 (the "Act"); and

WHEREAS, the Authority is authorized by law, among other things, is empowered to lend funds for buildings wholly or partially for public use; and

WHEREAS, the Borrower is a Pennsylvania non-profit corporation organized to provide primary fire protection and rescue services for the Member Municipalities in Butler County, Pennsylvania; and

WHEREAS, the Borrower is a "qualified volunteer fire department" pursuant to Section 150(e) Internal Revenue Code of 1986, as amended and therefore eligible to issue bonds on a tax-exempt basis; and

WHEREAS, the Borrower intends to construct a fire station to be located in Zelienople (the "Project"); and

WHEREAS, in connection with the Project, the Borrower has requested the Authority to issue a guaranteed revenue note to be designated generally as the Guaranteed Revenue Note (Harmony Fire District Project), Series of 2023 (the "Note"), of the Authority, in an aggregate principal amount of \$2,811,000, to pay part of the costs and expenses of the Project, along with the costs of issuance of the Note; and

WHEREAS, the Authority will loan the proceeds of the Note to the Borrower through a loan agreement dated as of _____, 2023 (the "Loan Agreement"); and

WHEREAS, in order to induce the Purchaser to purchase the Note, the Member Municipalities have agreed to guarantee the Note as authorized by the Debt Act; and

WHEREAS, this Guaranty Agreement, with such minor changes as have been required by the circumstances appurtenant at the time of its delivery, represents the Guaranty Agreement authorized by the Member Municipalities under their respective Debt Ordinances (as defined herein) enacted on August 17, 2023 (with respect Jackson), August 21, 2023 (with respect to Lancaster), August 28, 2023 (with respect to Zelienople) and September 5, 2023 (with respect to Harmony).

NOW, THEREFORE, THE PARTIES hereto, in consideration of the foregoing and intending to be legally bound, **DO** hereby **COVENANT AND AGREE** as follows:

1. Certain Definitions. The following terms shall have the meaning assigned to them in the recitals to this Agreement:

Act	Lancaster
Authority	Member Municipalities
Borrower	Note
Harmony	Project
Jackson	Purchaser
Issuer	Zelienople

Unless the context clearly indicates otherwise, the following terms shall, for all purposes of this Guaranty, have the meanings hereby and in the Debt Ordinance ascribed to them. Moreover, the terms are to be read and understood in a manner consistent with the provisions of the Act, the Borough Code, the Debt Act, the Township Code, the Debt Ordinance, related resolutions, financing documents and instruments of the Issuer, Purchaser and the Member Municipalities, hereinafter identified, as generally interpreted by courts maintaining competent jurisdiction. Words or phrases importing the masculine gender are to be read and understood to include the feminine and neuter genders and those importing number include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, means and includes corporations, associations and public bodies and their successors unless the context indicates otherwise.

"Borough Code" means the Borough Code, 8 Pa.C.S. §101 et seq., as amended.

"Debt Act" means the Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177), as amended.

"Debt Ordinance" means the formal action taken by each of the Member Municipalities according to the requirements of the Debt Act in order to authorize and incur a portion of the lease rental indebtedness represented by this Guaranty, in respect of the Note.

"Guaranty" or "Agreement" means this Guaranty Agreement dated as of _____, 2023 among the Issuer, the Member Municipalities, the Borrower and the Purchaser.

"Township Code" means the Second Class Township Code, Act of May 1, 1933 (P.L. 103, No. 69), as amended.

2. Representations and Warranties.

A. The Issuer represents and warrants that:

(i) the Issuer is a body corporate and politic of the Commonwealth of Pennsylvania organized under and existing pursuant to the provisions of the Act, and is duly authorized by law to undertake and complete the Project;

(ii) the Issuer is authorized by law to execute, deliver and perform its duties under this Guaranty Agreement; and the execution and delivery of the Note and this Guaranty Agreement have each been duly authorized by all necessary corporate action on the part of the Issuer; and

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of the Issuer, threatened against or affecting the Issuer before any court or any governmental department or body which may adversely affect the Issuer or its ability to make or carry out the provisions of this Guaranty Agreement; there are not, to the knowledge of the Issuer, any claims involving the Issuer except immaterial claims arising in the ordinary course of its operations; and neither the execution and delivery of this Guaranty Agreement, the consummation of the transactions contemplated herein or therein, nor compliance with the terms and conditions hereof or thereof or of the Note will conflict with or result in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of the Issuer or of any indenture, agreement or other instrument to which the Issuer is a party or by which it is bound.

B. The Borrower represents and warrants that:

(i) the Borrower is a Pennsylvania nonprofit corporation, and is duly authorized by law to undertake and complete the Project;

(ii) the Borrower is authorized by law to execute, deliver and perform its duties under this Guaranty Agreement; and the execution and delivery of the Note and this Guaranty Agreement have each been duly authorized by all necessary corporate action on the part of the Borrower;

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened against or affecting the Borrower before any court or any governmental department or agency which may adversely affect the Borrower or its ability to make or carry out the provisions of this Guaranty or its ability to repay the Note issued thereunder; there are not, to the knowledge of the Borrower, any claims involving the Borrower except immaterial claims arising in the ordinary course of its operations; the Borrower is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to repay the Note; and neither the execution and delivery of this Guaranty, the consummation of the transactions contemplated herein or therein, nor compliance with the terms and conditions hereof or thereof or of the Note will conflict with or result in a breach of the terms, conditions or provisions of any contract, agreement or other instrument to which the Borrower is a party or by which it is bound; and

(iv) the proceeds of the Note will be applied by the Borrower solely for the purpose of the payment of the costs of the Project.

C. Harmony represents and warrants that:

(i) Harmony is a borough of the Commonwealth of Pennsylvania;

(ii) Harmony is authorized by law, including the Debt Act, to execute, deliver and perform its duties under this Guaranty Agreement and the execution and delivery of this Guaranty Agreement has been duly authorized by all necessary corporate action on the part of Harmony; and

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of Harmony, threatened against or affecting Harmony before any court or any governmental department or body which may adversely affect Harmony or its ability to make or carry out the provisions of this Guaranty Agreement; there are not, to the knowledge of Harmony, any claims involving Harmony except immaterial claims arising in the ordinary course of its operations; Harmony is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to satisfy its obligations hereunder; and neither the execution and delivery of this Guaranty Agreement, the consummation of the transactions contemplated herein, nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions

or provisions of any contract, agreement or other instrument to which Harmony is a party or by which it is bound.

D. Zelenople represents and warrants that:

(i) Zelenople is a borough of the Commonwealth of Pennsylvania;

(ii) Zelenople is authorized by law, including the Debt Act, to execute, deliver and perform its duties under this Guaranty Agreement and the execution and delivery of this Guaranty Agreement has been duly authorized by all necessary corporate action on the part of Zelenople; and

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of Zelenople, threatened against or affecting Zelenople before any court or any governmental department or body which may adversely affect Zelenople or its ability to make or carry out the provisions of this Guaranty Agreement; there are not, to the knowledge of Zelenople, any claims involving Zelenople except immaterial claims arising in the ordinary course of its operations; Zelenople is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to satisfy its obligations hereunder; and neither the execution and delivery of this Guaranty Agreement, the consummation of the transactions contemplated herein, nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provisions of any contract, agreement or other instrument to which Zelenople is a party or by which it is bound.

E. Jackson represents and warrants that:

(i) Jackson is a township of the Commonwealth of Pennsylvania;

(ii) Jackson is authorized by law, including the Debt Act, to execute, deliver and perform its duties under this Guaranty Agreement and the execution and delivery of this Guaranty Agreement has been duly authorized by all necessary corporate action on the part of Jackson; and

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of Jackson, threatened against or affecting Jackson before any court or any governmental department or body which may adversely affect Jackson or its ability to make or carry out the provisions of this Guaranty Agreement; there are not, to the knowledge of Jackson, any claims involving Jackson except immaterial claims arising in the ordinary course of its operations; Jackson is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to satisfy its obligations hereunder; and neither the execution and delivery of this Guaranty Agreement, the consummation of the transactions contemplated herein, nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provisions of any contract, agreement or other instrument to which Jackson is a party or by which it is bound.

F. Lancaster represents and warrants that:

(i) Lancaster is a township of the Commonwealth of Pennsylvania;

(ii) Lancaster is authorized by law, including the Debt Act, to execute, deliver and perform its duties under this Guaranty Agreement and the execution and delivery of this Guaranty Agreement has been duly authorized by all necessary corporate action on the part of Lancaster; and

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of Jackson, threatened against or affecting Lancaster before any court or any governmental department or body which may adversely affect Lancaster or its ability to make or carry out the provisions of this Guaranty Agreement; there are not, to the knowledge of Jackson, any claims involving Lancaster except immaterial claims arising in the ordinary course of its operations; Lancaster is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to satisfy its obligations hereunder; and neither the execution and delivery of this Guaranty Agreement, the consummation of the transactions contemplated herein, nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provisions of any contract, agreement or other instrument to which Lancaster is a party or by which it is bound.

3. Guaranty of Member Municipalities. **FOR VALUE RECEIVED**, and intending to be legally bound hereby, Harmony, pursuant to the provisions of the Debt Act and this Guaranty, does hereby unconditionally guarantee and become surety for the due and punctual payment when due, including, but not limited to, any acceleration upon default or otherwise, of five percent (5%) of the full amount of each and every payment of principal of, and interest on, the Note. This Guaranty Agreement shall also relate to any amendments, renewals, extensions or modifications of the aforesaid Note. This Guaranty Agreement shall remain in full force and effect until the aforementioned Note is paid in full. **FOR VALUE RECEIVED**, and intending to be legally bound hereby, Zelenople, pursuant to the provisions of the Debt Act and this Guaranty, does hereby unconditionally guarantee and become surety for the due and punctual payment when due, including, but not limited to, any acceleration upon default or otherwise, of twenty percent (20%) of the full amount of each and every payment of principal of, and interest on, the Note. This Guaranty Agreement shall also relate to any amendments, renewals, extensions or modifications of the aforesaid Note. This Guaranty Agreement shall remain in full force and effect until the aforementioned Note is paid in full. **FOR VALUE RECEIVED**, and intending to be legally bound hereby, Jackson, pursuant to the provisions of the Debt Act and this Guaranty, does hereby unconditionally guarantee and become surety for the due and punctual payment when due, including, but not limited to, any acceleration upon default or otherwise, of fifty percent (50%) of the full amount of each and every payment of principal of, and interest on, the Note. This Guaranty Agreement shall also relate to any amendments, renewals, extensions or modifications of the aforesaid Note. This Guaranty Agreement shall remain in full force and effect until the aforementioned Note is paid in full. **FOR VALUE RECEIVED**, and intending to be legally bound hereby, Lancaster, pursuant to the provisions of the Debt Act and this Guaranty, does hereby unconditionally guarantee and become surety for the due and punctual payment when due, including, but not limited to, any acceleration upon default or otherwise, of twenty-five percent (25%) of the full amount of each and every payment of principal of, and interest on, the Note. This Guaranty Agreement shall also relate to any amendments, renewals, extensions or modifications of the aforesaid Note. This Guaranty Agreement shall remain in full force and effect until the aforementioned Note is paid in full.

In furtherance thereof, the Member Municipalities each covenant and agree with the Purchaser that if the Borrower fails to pay the full amount of the principal of, premium (if any) on or interest on or in respect of the Note as and when due and payable, or payments in respect of the same are due under the Loan Agreement, the Member Municipalities will duly and punctually advance the moneys required, on the first day of the month following the month of the missed Borrower payment. The Member Municipalities each further represent and covenant to the Purchaser that they will, subject to any credits herein authorized, (a) include the amounts provided in Exhibit A, payable in respect of this Guaranty, for each fiscal year in which such amounts are payable, in its budget for that year, (b) appropriate such amounts from its general revenues, and (c) promptly pay or cause to be paid the proportionate amount of the principal of, premium (if any) on and interest on the Note, as and when due and payable, or payments in respect of the same are due under the Loan Agreement, at the times and places, under the conditions and in the manner prescribed in the Note and in the Loan Agreement, according to the true intent and meaning thereof. For such budgeting, appropriation and full and prompt

payment, each of the Member Municipalities hereby pledges their full faith, credit and taxing power, including unlimited ad valorem taxes to be levied upon all property in each respective municipality for municipal purposes, and other general revenues of the Member Municipalities available for such purposes. The Member Municipalities each agree that this covenant is specifically enforceable and intends that it be limited as to the respective pro-rate share of the principal amount of the Note and regular accreted value or accrued interest thereon with respect to each Member Municipality. All payments by the Member Municipalities must be paid in lawful money of the United States of America.

It is intended by the parties hereto that the Member Municipalities shall be required to pay to the Purchaser only that portion of the principal of, and the interest on, the Note due in any fiscal year as cannot be paid by the Borrower, together with the amounts due hereunder, by the Borrower to the Purchaser in the manner and to the extent provided in the Loan Agreement or from moneys set aside for such purposes from the proceeds of the sale of the Note, if any. Therefore, each Member Municipality shall be entitled, under the Guaranty, in each fiscal year, to a total credit equal to the aggregate to the amounts transferred by the Borrower to the Purchaser for transfer to and deposit in any other fund or account created under the Loan Agreement for application to payment of principal of, and interest on, the Note in accordance with the terms of the Loan Agreement. Accordingly, not less than fifteen (15) days prior to any interest or principal and interest payment date (the "payment date") with respect to the Note, the Purchaser shall notify the Issuer, Borrower and the Member Municipalities hereunder of any deficiency in moneys therefore or then to be transferred for the payment of principal and/or interest on the Note on the next following payment date, and the Member Municipalities shall forthwith pay over the Borrower, not later than the fifth day prior to such payment date, the respective pro rata amounts required to make up such deficiency.

4. Reimbursement. In the event that the Member Municipalities make any payments under this Guaranty, the Borrower covenants to repay to the Member Municipalities, as soon as practicable and before the end of the next ensuing fiscal year all moneys paid or advanced by the Member Municipalities pursuant to this Guaranty.

When the Note has been paid in full and are no longer outstanding, the Borrower shall first reimburse the Member Municipalities for amounts paid pursuant to this Guaranty prior to the application of the balance of the funds and accounts held pursuant to the Loan Agreement. In the event said balance is insufficient to reimburse the Member Municipalities and the other guarantors of the Note in full, each of the guarantors (including the Member Municipalities) shall be reimbursed in proportion to the amounts each has paid pursuant to its respective guaranty (including this Guaranty with respect to the Member Municipalities).

5. Obligations Absolute. The obligations of the Member Municipalities hereunder are absolute, full and unconditional and shall remain in full force and effect until the Borrower shall have fully and satisfactorily discharged all of its obligations under the Loan Agreement, irrespective of the genuineness, validity, regularity, or enforceability of the Loan Agreement, or of any termination thereof, and shall not be affected or impaired in any way by reason of:

- a. Any failure of the Issuer or Borrower to retain or preserve any rights against any person (including, in the case of the Issuer or Borrower) or in any property, or the inaccuracy of any estimates delivered to the Member Municipalities hereunder or of the calculation of the principal of, and interest on, the Note;
- b. The invalidity of any such rights which the Issuer or Borrower may attempt to obtain;
- c. The lack of prior enforcement by the Issuer or Borrower of any rights against any person (including, in the case of the Issuer or Borrower) or in any property; or

- d. Any delay in making demand of the Member Municipalities for the payment of the Member Municipalities' share of the obligations hereunder.
- e. The dissolution of the Issuer or Borrower.

Nor shall the obligation of the Member Municipalities hereunder be affected in any way by any compromise, settlement, release, revival, extension, indulgence, change in or modification of any of the obligations or liabilities of the Issuer or Borrower (including, but not limited to, any modification, limitation, or discharge arising out of or by virtue of any bankruptcy, arrangement, reorganization or similar proceeding for relief of debts under federal or state law hereinafter initiated by or against the Issuer or Borrower), or any destruction of the Project, in whole or in part. The Member Municipalities hereby waive any right to require, and the benefit of all laws now or hereafter in effect giving the Member Municipalities the right to require, any such prior enforcement as referred to in (c) above, and the Member Municipalities each agree that any delay in enforcing or failure to enforce any such rights shall not in any way affect its liability hereunder; and the Member Municipalities each hereby waive all rights and benefits which might accrue to it by reason of any of the aforesaid bankruptcy, arrangement, reorganization, or similar proceedings and agrees that its liabilities hereunder for the obligations of the Issuer or Borrower shall not be affected by any modification, limitation or discharge of the liabilities of the Issuer or Borrower that may result from any such proceedings.

6. Default, Payment of Interest. The interest on any judgment against the Member Municipalities whether entered by confession or otherwise, which arises in connection with the Member Municipalities' obligations incurred under this Guaranty Agreement, or related documents, shall be assessed at the applicable contractual rates of interest provided in the Note, through and after the date or dates of entry of judgment, of execution, or of judicial or foreclosure sale, until satisfaction in full of the Member Municipalities' respective obligations.

7. Enforceability; Beneficiaries. The liability of the Member Municipalities shall be enforceable by any holder of the Note. The Member Municipalities intend this Guaranty Agreement to be a sealed instrument and be legally bound hereby.

8. No Right of Set-off, etc. It is understood and agreed that the obligations of the Member Municipalities to make payments hereunder shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach of the Borrower of any obligation to it whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to it by the Borrower.

9. Debt Act Approval. Each Member Municipality shall take all necessary actions to secure the approval of the Department of Community and Economic Development ("DCED") or its successor department, board or commission, to enter into this Guaranty Agreement, pursuant to requirements set forth in the Debt Act.

10. No Waiver. Any failure by a party hereto to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time, and from time to time thereafter.

11. Effect of Invalid or Unenforceable Provisions. If any provision of this Guaranty Agreement is held to be invalid or unenforceable by a Court of competent jurisdiction, the other provisions of this Guaranty Agreement shall remain in full force and effect in order to effect the provisions of this Guaranty Agreement.

12. Remedies Cumulative. No delay or failure in exercising any right, power or privilege hereunder or under the Loan Agreement affects such right, power or privilege; nor will any single or partial exercise thereof or any abandonment or discontinuance of the enforcement of such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies hereunder and under the Loan Agreement are cumulative and not exclusive of any rights or remedies which it would otherwise have either under this Guaranty Agreement or any provision of law. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Guaranty Agreement or any such waiver of any provision or condition of this Guaranty Agreement must be in writing and will be effective only to the extent specified. In the event of any action at law or suit in equity in relation to this Guaranty Agreement or the Note, the Borrower, in addition to all other sums which it may be required to pay, will pay a reasonable sum for attorney's fees incurred by the Issuer in connection with such action or suit.

All representations, warranties, covenants and agreements of the Borrower, Issuer and the Member Municipalities contained herein or made in writing in connection herewith survive the execution and delivery of this Guaranty Agreement and the issuance of the Note except as otherwise expressly provided herein.

13. Notices. All notices, statements, requests and demands given to or made upon any party hereto will be deemed to have been given or made when deposited with the United States Postal Service, first class mail, postage prepaid, addressed, if to the Issuer at 114 Woody Drive, Butler, PA 16001 or if to the Purchaser at their offices at 600 Lawrence Avenue, Ellwood City, PA 16117, or if to the Borrower at 543 Main Street, Harmony, PA 16037, or if to Harmony at 217 Mercer Street, Harmony, PA 16037, or if to Zelienople at 111 West New Castle Street, Zelienople, PA 16063, or if to Jackson at 140 Magill Road, Zelienople, PA 16063 or if to Lancaster at 113 Kings Alley, Harmony, PA 16037.

14. Counterparts. This Guaranty Agreement may be executed in as many counterparts as are deemed necessary and convenient, each of which is to be regarded for all purposes as an original, but such counterparts constitute but one and the same instrument.

15. Binding Effect. This Guaranty Agreement is binding upon and will inure to the benefit of the Borrower, Issuer and the Member Municipalities and their respective successors and assigns, except that the Borrower may not voluntarily transfer or assign its rights hereunder.

16. Pennsylvania Law. The Guaranty Agreement is executed and delivered by the parties hereto with the intention that the laws of the Commonwealth of Pennsylvania govern its interpretation, application and enforcement.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Guaranty Agreement as of the day and year first above written.

BUTLER COUNTY GENERAL AUTHORITY

(SEAL)

By _____
Chairman

Attest:

Secretary

BOROUGH OF HARMONY

(SEAL)

By _____
President, Borough Council

Attest:

Secretary

BOROUGH OF ZELIENOPE

(SEAL)

By _____
President, Borough Council

Attest:

Secretary

TOWNSHIP OF JACKSON

(SEAL)

By _____
Chair, Board of Supervisors

Attest:

Secretary

TOWNSHIP OF LANCASTER

(SEAL)

By _____
Chair, Board of Supervisors

Attest:

Secretary

HARMONY FIRE DISTRICT

(SEAL)

By _____
Authorized Signatory

Attest:

Secretary

WESBANCO BANK, INC.

By _____
Authorized Signatory

Exhibit A

Debt Service Schedule for Note

Harmony

Harmony Fire District
\$140,550 - Harmony Borough
Series 2023

BASED ON A 360/360 DAY YEAR AND MONTHLY COMPOUNDING

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
11/01/23		5.6000%	655.90	655.90	
12/01/23		5.6000%	655.90	655.90	1,311.80
01/01/24		5.6000%	655.90	655.90	
02/01/24		5.6000%	655.90	655.90	
03/01/24		5.6000%	655.90	655.90	
04/01/24		5.6000%	655.90	655.90	
05/01/24		5.6000%	655.90	655.90	
06/01/24		5.6000%	655.90	655.90	
07/01/24		5.6000%	655.90	655.90	
08/01/24		5.6000%	655.90	655.90	
09/01/24		5.6000%	655.90	655.90	
10/01/24		5.6000%	655.90	655.90	
11/01/24		5.6000%	655.90	655.90	
12/01/24		5.6000%	655.90	655.90	7,870.80
01/01/25		5.6000%	655.90	655.90	
02/01/25		5.6000%	655.90	655.90	
03/01/25		5.6000%	655.90	655.90	
04/01/25		5.6000%	655.90	655.90	
05/01/25		5.6000%	655.90	655.90	
06/01/25		5.6000%	655.90	655.90	
07/01/25		5.6000%	655.90	655.90	
08/01/25		5.6000%	655.90	655.90	
09/01/25		5.6000%	655.90	655.90	
10/01/25	140,550.00	5.6000%	655.90	141,205.90	147,109.00
TOTALS	\$ 140,550.00		\$ 15,741.60	\$ 156,291.60	\$ 156,291.60

Dated Date

10/01/23

Issue Date

10/01/23

Zelienople

Harmony Fire District
 \$562,200 - Zelienople Borough
 Series 2023

BASED ON A 360/360 DAY YEAR AND MONTHLY COMPOUNDING

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
11/01/23		5.6000%	2,623.60	2,623.60	
12/01/23		5.6000%	2,623.60	2,623.60	5,247.20
01/01/24		5.6000%	2,623.60	2,623.60	
02/01/24		5.6000%	2,623.60	2,623.60	
03/01/24		5.6000%	2,623.60	2,623.60	
04/01/24		5.6000%	2,623.60	2,623.60	
05/01/24		5.6000%	2,623.60	2,623.60	
06/01/24		5.6000%	2,623.60	2,623.60	
07/01/24		5.6000%	2,623.60	2,623.60	
08/01/24		5.6000%	2,623.60	2,623.60	
09/01/24		5.6000%	2,623.60	2,623.60	
10/01/24		5.6000%	2,623.60	2,623.60	
11/01/24		5.6000%	2,623.60	2,623.60	
12/01/24		5.6000%	2,623.60	2,623.60	31,483.20
01/01/25		5.6000%	2,623.60	2,623.60	
02/01/25		5.6000%	2,623.60	2,623.60	
03/01/25		5.6000%	2,623.60	2,623.60	
04/01/25		5.6000%	2,623.60	2,623.60	
05/01/25		5.6000%	2,623.60	2,623.60	
06/01/25		5.6000%	2,623.60	2,623.60	
07/01/25		5.6000%	2,623.60	2,623.60	
08/01/25		5.6000%	2,623.60	2,623.60	
09/01/25		5.6000%	2,623.60	2,623.60	
10/01/25	562,200.00	5.6000%	2,623.60	564,823.60	588,436.00
TOTALS	\$ 562,200.00		\$ 62,966.40	\$ 625,166.40	\$ 625,166.40

Dated Date 10/01/23
 Issue Date 10/01/23

Jackson

**Harmony Fire District
\$1,405,500 - Jackson Township
Series 2023**

BASED ON A 360/360 DAY YEAR AND MONTHLY COMPOUNDING

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
11/01/23		5.6000%	6,559.00	6,559.00	
12/01/23		5.6000%	6,559.00	6,559.00	13,118.00
01/01/24		5.6000%	6,559.00	6,559.00	
02/01/24		5.6000%	6,559.00	6,559.00	
03/01/24		5.6000%	6,559.00	6,559.00	
04/01/24		5.6000%	6,559.00	6,559.00	
05/01/24		5.6000%	6,559.00	6,559.00	
06/01/24		5.6000%	6,559.00	6,559.00	
07/01/24		5.6000%	6,559.00	6,559.00	
08/01/24		5.6000%	6,559.00	6,559.00	
09/01/24		5.6000%	6,559.00	6,559.00	
10/01/24		5.6000%	6,559.00	6,559.00	
11/01/24		5.6000%	6,559.00	6,559.00	
12/01/24		5.6000%	6,559.00	6,559.00	78,708.00
01/01/25		5.6000%	6,559.00	6,559.00	
02/01/25		5.6000%	6,559.00	6,559.00	
03/01/25		5.6000%	6,559.00	6,559.00	
04/01/25		5.6000%	6,559.00	6,559.00	
05/01/25		5.6000%	6,559.00	6,559.00	
06/01/25		5.6000%	6,559.00	6,559.00	
07/01/25		5.6000%	6,559.00	6,559.00	
08/01/25		5.6000%	6,559.00	6,559.00	
09/01/25		5.6000%	6,559.00	6,559.00	
10/01/25	1,405,500.00	5.6000%	6,559.00	1,412,059.00	1,471,090.00
TOTALS	\$ 1,405,500.00		\$ 157,416.00	\$ 1,562,916.00	\$ 1,562,916.00

Dated Date
Issue Date

10/01/23
10/01/23

Lancaster

Harmony Fire District
 \$702,750 - Lancaster Township
 Series 2023

BASED ON A 360/360 DAY YEAR AND MONTHLY COMPOUNDING

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
11/01/23		5.6000%	3,279.50	3,279.50	
12/01/23		5.6000%	3,279.50	3,279.50	6,559.00
01/01/24		5.6000%	3,279.50	3,279.50	
02/01/24		5.6000%	3,279.50	3,279.50	
03/01/24		5.6000%	3,279.50	3,279.50	
04/01/24		5.6000%	3,279.50	3,279.50	
05/01/24		5.6000%	3,279.50	3,279.50	
06/01/24		5.6000%	3,279.50	3,279.50	
07/01/24		5.6000%	3,279.50	3,279.50	
08/01/24		5.6000%	3,279.50	3,279.50	
09/01/24		5.6000%	3,279.50	3,279.50	
10/01/24		5.6000%	3,279.50	3,279.50	
11/01/24		5.6000%	3,279.50	3,279.50	
12/01/24		5.6000%	3,279.50	3,279.50	39,354.00
01/01/25		5.6000%	3,279.50	3,279.50	
02/01/25		5.6000%	3,279.50	3,279.50	
03/01/25		5.6000%	3,279.50	3,279.50	
04/01/25		5.6000%	3,279.50	3,279.50	
05/01/25		5.6000%	3,279.50	3,279.50	
06/01/25		5.6000%	3,279.50	3,279.50	
07/01/25		5.6000%	3,279.50	3,279.50	
08/01/25		5.6000%	3,279.50	3,279.50	
09/01/25		5.6000%	3,279.50	3,279.50	
10/01/25	702,750.00	5.6000%	3,279.50	706,029.50	735,545.00
TOTALS	\$ 702,750.00		\$ 78,708.00	\$ 781,458.00	\$ 781,458.00

Dated Date 10/01/23
 Issue Date 10/01/23

CERTIFICATE

I, the undersigned, a Designated Officer of the named Local Government Unit, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly adopted by the affirmative vote of a majority of all the members of the Governing Body thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Ordinance was duly recorded; that this Ordinance is still in full force and effect as of the date hereof; that the vote upon said Ordinance was called and duly recorded upon the minutes of the Governing Body; and that the members of the Governing Body voted in the manner following:

	Yes	No	Abstain	Absent
Greg Such	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Don Sims	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Joe Dippold	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Frank Luek	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Phyllis Metz	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jason Sarver	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
David Szakelyhidi	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

WITNESS my hand and seal of the Local Government Unit this 5th day of September, 2023.

BOROUGH OF HARMONY

[SEAL]

Amy Benson
Secretary