

ORDINANCE NO. 295 -2021

AN ORDINANCE OF THE BOROUGH OF FRANKLINTOWN, COUNTY OF YORK, COMMONWEALTH OF PENNSYLVANIA AMENDING ORDINANCE NUMBER 250-1997, KNOWN AS “CODE OF ORDINANCES” BY AMENDING PART 7, MOTOR VEHICLES AND TRAFFIC, CHAPTER 3, PARKING REGULATIONS, SECTION 302, PARKING PROHIBITED AT ALL TIMES IN CERTAIN LOCATIONS.

WHEREAS, the Pennsylvania Borough Code, 8 Pa. C.S. §§ 101-3501 (the “Borough Code”), at Section 1202(13) authorizes boroughs to regulate the parking of vehicles along sidewalks; and

WHEREAS, the Borough Code at Section 1202(5) empowers boroughs to provide for the health, safety, morals, general welfare, comfort, and safety of the borough; and

WHEREAS, Section 6109 of the Pennsylvania Vehicle Code authorizes boroughs to regulate the parking of vehicles by a duly enacted ordinance; and

WHEREAS, the Council of the Borough of Franklinton, York County, Pennsylvania deems it to be in the best interest and the general welfare of the citizens and residents of the Borough to amend the Code of Ordinances of the Borough of Franklinton (the “Code”) relating to parking, in order to prohibit parking on Church Street.

NOW THEREFORE, BE IT ENACTED AND ORDAINED, by the Mayor and Borough Council of the Borough of Franklinton, York County, Pennsylvania, and it is hereby enacted and ordained as follows:

SECTION 1. Part 7 of the Code of the Borough of Franklinton, entitled “Motor Vehicles and Traffic”, Chapter 3 entitled “Parking Regulations”, Section 302 entitled “Parking Prohibited at All Times in Certain Locations”, is hereby amended to add the following:

K. Parking is prohibited on Church Street.

SECTION 2. Repealer. All provisions of previous ordinances of the Code of the Borough of Franklinton, which are contrary to this Ordinance, are expressly repealed.

SECTION 3. Savings Clause. In all other respects, the Code of the Borough of Franklinton shall remain as previously enacted and ordained.

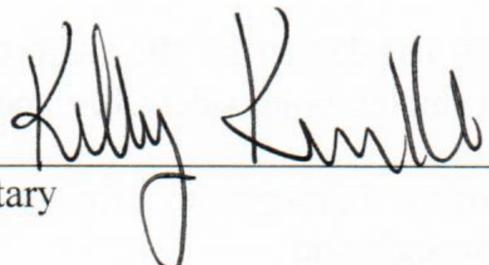
SECTION 4. Severability. If any word, phrase, sentence, part, section, subsection, or other portion of this ordinance or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable and the remaining provisions of this ordinance and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

SECTION 5. Effective Date. This Ordinance shall take effect immediately.

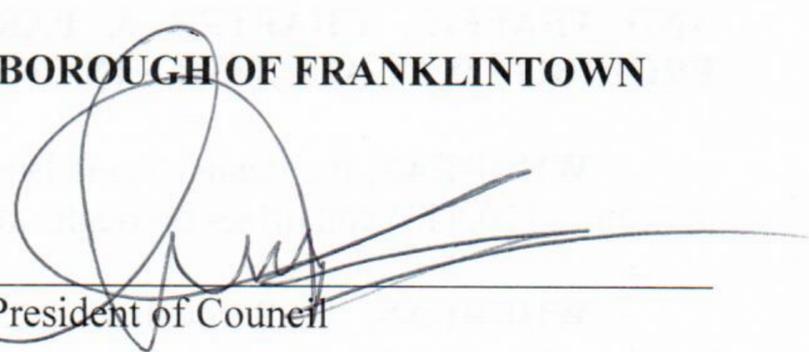
ENACTED, ORDAINED, and APPROVED by the Council of the Borough of Franklinton
County of York, Commonwealth of Pennsylvania the 1st day of December, 2021 in lawful session
duly assembled.

ATTEST:

BOROUGH OF FRANKLINTOWN



Secretary


By: _____
President of Council

Examined and approved this 1st day of December, 2021.

By: _____
Mayor

FRANKLINTOWN BOROUGH
York County, Pennsylvania

ORDINANCE NO. 2021 - 296

AN ORDINANCE AUTHORIZING AND APPROVING INCURRENCE OF LEASE RENTAL DEBT IN THE PRINCIPAL AMOUNT OF ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00) TO BE EVIDENCED BY A GUARANTEED REVENUE NOTE (THE "NOTE") TO BE ISSUED TO ACNB BANK (the "BANK") BY THE FRANKLINTOWN BOROUGH MUNICIPAL AUTHORITY (the "AUTHORITY") IN CONNECTION WITH A CERTAIN CAPITAL PROJECT BEING UNDERTAKEN BY SAID AUTHORITY; AUTHORIZING AND APPROVING A GUARANTY AGREEMENT AMONG THIS BOROUGH, AS GUARANTOR, THE AUTHORITY, AND THE BANK; AUTHORIZING AND DIRECTING APPROPRIATE OFFICERS OF THIS BOROUGH TO EXECUTE, TO ATTEST, AND TO DELIVER, AS APPROPRIATE, SAID GUARANTY AGREEMENT; APPROVING THE FORM, MAXIMUM GUARANTEED AMOUNTS AND SOURCES OF PAYMENT OF SAID GUARANTY AGREEMENT, SECURED BY THE GENERAL REVENUES OF THIS BOROUGH AND PLEDGING, IRREVOCABLY, ITS FULL FAITH, CREDIT, AND TAXING POWER OF THIS BOROUGH IN SUPPORT THEREOF; PROVIDING FOR PROPER OFFICERS OF THIS BOROUGH TO TAKE ALL OTHER REQUIRED, NECESSARY OR DESIRABLE RELATED ACTION IN CONNECTION WITH SAID GUARANTY AGREEMENT; CREATING A SINKING FUND IN CONNECTION WITH SUCH GUARANTY OBLIGATIONS AND APPOINTING A SINKING FUND DEPOSITORY AND PAYING AGENT; TO OBTAIN THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT PURSUANT TO THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT RELATING TO THE GUARANTY, INCLUDING SUBMISSIONS TO EXCLUDE THE DEBT AS SELF-LIQUIDATING AND TO TAKE SUCH FURTHER ACTION AS IS NECESSARY TO EFFECT THE FOREGOING PURPOSES; PROVIDING FOR REPEAL OF ALL INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, Franklinton Borough (the "Borough") is organized and operating under the laws of the Commonwealth of Pennsylvania (the "Commonwealth") and is a "local government unit" under the terms of the Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 *et. seq.* (the "Act"); and

WHEREAS, Franklinton Borough Municipal Authority (the "Authority") is a municipality authority existing and governed under the Pennsylvania Municipality Authorities Act, as amended, 53 Pa.C.S.A. §5601 *et. seq.* (the "Authorities Act"); and

WHEREAS, the Authority heretofore acquired and constructed and presently owns and operates waterworks, water supply works, water treatment facilities and water transmission and distribution facilities for rendering water service to the public in this Borough (the "Water System"); and

WHEREAS, the Authority, as Borrower, has requested proposals for financing to make improvements to their water pumping house as well as costs of issuance (the "Project"); and

WHEREAS, the Authority, with the consent and approval of this Borough, has determined to proceed with the Project and accept the proposal from ACNB Bank (the "Purchaser") to finance the project through the issuance of a guaranteed revenue note; and

WHEREAS, in order to assist the Authority with the Project, this Borough is willing to enter into

a guaranty agreement securing and guaranteeing the Authority's financing for the Project in the aggregate principal amount of \$140,000 on the terms set forth in this Ordinance subject to the approval of lease rental debt proceedings under the Pennsylvania Local Government Unit Debt Act, as amended, 53 Pa.C.S.A. §8001 *et. seq.* (the "Act")(the "Guaranty"); and

WHEREAS, the Guaranty by the Borough constitutes incurrence of lease rental debt under the Act; and

WHEREAS, it is necessary that the indebtedness of the Borough be increased by incurrence of such lease rental debt for the purpose of providing funding for the Project; and

WHEREAS, the Authority will cause to be prepared and submitted to the Borough a self-liquidating debt report in accordance with Section 8026(a) of the Debt Act to qualify the debt incurred by the Borough through the Guaranty as self-liquidating and excludable from the debt limit of the Borough under the Act.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by Borough Council of Franklintown Borough, York County, Pennsylvania, as follows:

SECTION 1. Recitals. The above recitals set forth above are incorporated herein and made a part hereof as though fully set forth herein.

SECTION 2. Approval of Project. The Borough hereby authorizes and requests the Authority to undertake the Project. The Project is being undertaken to benefit residents of this Borough.

SECTION 3. Incurrence of Lease Rental Debt. The Borough hereby authorizes and directs incurrence of lease rental debt, pursuant to the Act, in the maximum aggregate principal amount of \$140,000 to be evidenced by an obligation to be issued by the Authority (the "Guaranteed Revenue Note" or the "Note") to be secured by the Guaranty agreement between the Franklintown Borough (as Guarantor), the Authority (as Borrower), and ACNB Bank (as Purchaser) (the "Guaranty"). The Guaranty is to be dated as provided therein, substantially in the form approved and presented to this meeting and attached hereto as EXHIBIT A. The maximum aggregate principal amount of the Note to be issued by the Authority and secured by the Guaranty is One Hundred Forty Thousand Dollars (\$140,000.00).

SECTION 4. Guaranty Available for Inspection. A copy of the Guaranty Agreement in the form so presented and approved to this meeting, shall be filed with the Secretary or Assistant Secretary of this Borough and shall be made available for inspection at reasonable times by interested persons requesting such inspection.

SECTION 5. Execution of Guaranty. The President or Vice President of Council of this Borough and the Secretary or Assistant Secretary of this Borough, as appropriate, are authorized and directed to, upon receipt of approval from the Pennsylvania Department of Community and Economic Development, execute, attest and deliver the Guaranty Agreement on behalf of this Borough, in substantially the form approved herein, or with such changes as such officers shall approve, their execution to constitute conclusive evidence of such approval. The Guaranty shall be for the life of the Note and shall set forth terms, conditions, and covenants to be observed by this Borough, the Authority, and the Bank. This Borough authorizes delivery of the Guaranty Agreement to the Franklintown Borough Municipal Authority, for purposes set forth in the Guaranty Agreement.

SECTION 6. Covenant to Pay Guaranty. The Borough hereby guarantees the full payment of the

principal of and interest on the Note and in furtherance thereof covenants and agrees with the registered owner from time to time of the Note that if the Authority shall fail to pay the full amount of the principal of and interest on the outstanding Note when the same becomes due and payable, at the times and place, under the terms and conditions and in the manner prescribed in the Note and in the Loan Documents securing the Note this Borough will pay the full amount of such principal and interest to the registered owner of the Note.

This Borough agrees and hereby covenants with the registered owner of the Note that this Borough shall include the amount of debt service on the Note for each fiscal year for the Borough in which such sums are payable in its budget for that fiscal year, that this Borough, in the event the Authority shall fail to pay the full amount or the principal of and interest on the Note when due and payable, at the times and place, under the terms and conditions and in the manner prescribed in the Note and the Loan Documents, securing the Note, shall appropriate its general revenue and duly and punctually pay or cause to be paid the full amount of such principal of and interest on the dates and at the place and in the manner stated in the Note according to the true intent and meaning hereof. For such budgeting, appropriation and payment this Borough hereby does pledge its full faith, credit and taxing power and hereby does agree that this covenant shall be specifically enforceable.

This Borough agrees that debt service in each of its fiscal years with respect to the Note shall be set forth in Exhibit "B" attached hereto and made a part hereof.

SECTION 7. The guaranty obligations of this Borough shall be payable from the tax and other general revenues of this Borough.

SECTION 8. Filings under the Act. Proper officers of this Borough are authorized and directed to prepare, or cause to be prepared, any filing necessary under the Act including an appropriate borrowing base certificate, debt statement, and application for approval under the Act and are further authorized to file a self-liquidating debt report and any statements required under Section 8026(a) of the Act which are necessary to qualify all or a portion of the Note as self-liquidating debt. Said officers are authorized and directed to pay any filing fees associated with said filings.

SECTION 9. General Authorization. Proper officers of the Borough are authorized and directed to execute all documents and to take such other action as may be necessary to carry out the intent and purposes of this Ordinance and the undertakings of this Borough under the Guaranty Agreement.

SECTION 10. Reference in this Ordinance to specified officers of this Borough shall include and shall be construed to include, if and as applicable, their respective successors in office.

SECTION 11. This Ordinance shall become effective in accordance with provisions of the Act.

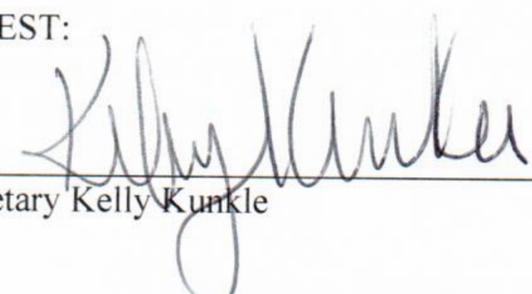
SECTION 12. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of this Borough that such remainder shall be and shall remain in full force and effect.

SECTION 13. All ordinances or parts of ordinances that are inconsistent herewith shall be and the same expressly are repealed.

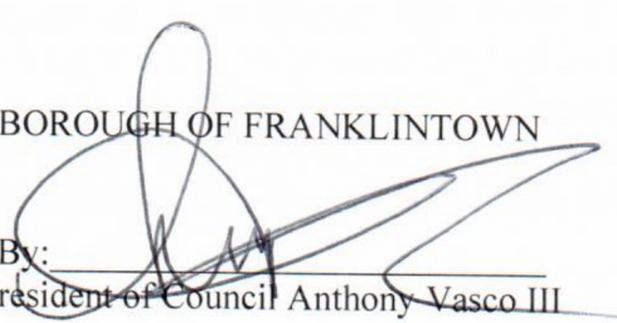
[SIGNATURES ON FOLLOWING PAGE]

DULY ENACTED AND ORDAINED, this 1st day of December, 2021, by Council of the
Borough of Franklinton Borough, in lawful session duly assembled.

ATTEST:

By: 
Secretary Kelly Kunkle

BOROUGH OF FRANKLINTOWN

By: 
President of Council Anthony Vasco III

Examined and approved this 1st day of December, 2021.

By: _____
Mayor James Adams

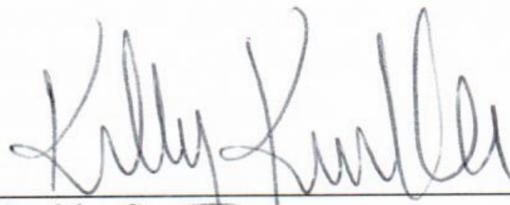
(SEAL)

CERTIFICATE

I, the undersigned, Secretary of the Borough of Franklintown Borough, York County, Pennsylvania (the "Borough"), certify that the foregoing is a true and correct copy of an Ordinance of Borough Council of the Borough of Franklintown which was duly enacted by affirmative vote of a majority of the members of the Council of the Borough at a meeting duly held on December 1, 2021; that the same has been duly recorded in the Ordinance Book of the Borough; and that said Ordinance remains in effect, unaltered and un-amended, as of this date.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Borough, this

1st day of December, 2021.



Kelly Kunkle, Secretary

(SEAL)

EXHIBIT "A"

FRANKLINTOWN BOROUGH GUARANTY AGREEMENT

THIS **GUARANTY AGREEMENT** (this "Agreement") made as of this 1st day of December, 2021, by, between **FRANKLINTOWN BOROUGH**, a municipality organized and operating under the laws of the Commonwealth of Pennsylvania ("Guarantor" or "Borough"), **FRANKLINTOWN BOROUGH MUNICIPAL AUTHORITY** a municipality authority organized and existing under the provisions of the Pennsylvania Municipality Authorities Act ("Authority"), and **ACNB BANK** ("Purchaser").

WITNESSETH

WHEREAS, the Authority has been incorporated pursuant to appropriate action of the Borough and is existing under provisions of the Pennsylvania Municipality Authorities Act, as amended 53 Pa. C.S.A. §5601 *et. seq.* (the "Authorities Act"); and

WHEREAS, the Authority is authorized to, among other things, borrow money, issue notes, and to secure the payment of such notes by pledge or deed of trust of all or any of its receipts and revenues and to make such agreements with purchasers or owners of such notes or with others in connection of any such notes, as the Authority deems advisable; and

WHEREAS, the Borough is authorized to guaranty the payment of obligations of an authority incorporated by the Borough in accordance with the Pennsylvania Local Government Unit Debt Act, as amended, 53 Pa. C.S.A. §8001 *et. seq.* (the "Act"); and

WHEREAS, the Authority presently owns and operates certain waterworks, water supply works, water treatment facilities and water transmission and distribution facilities for rendering water service to the public in this Borough (the "Water System"); and

WHEREAS, the Authority, as Borrower, has requested proposals for financing to make improvements to their water pumping house as well as costs of issuance (the "Project"); and

WHEREAS, the Authority will finance the costs of the Project with the proceeds of the issuance of a Guaranteed Water Revenue Note, Series of 2021 in the aggregate principal amount of One Hundred Forty Thousand Dollars (\$140,000.00) (the "Note") to ACNB Bank, as Purchaser; and

WHEREAS, in order to secure the payment of principal and interest, the Authority is required to enter into a Guaranty Agreement with the Borough guarantying the payment of debt service on the Note; and

WHEREAS, the Borough desires to guaranty repayment of the Note in the event the Authority is unable to make such repayment by pledging, irrevocably, its full faith, credit, and taxing power.

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

SECTION 1. Recitals. The above recitals set forth above are incorporated herein and made a part hereof as though fully set forth herein.

SECTION 2. Guaranty of Borough. The Borough hereby fully and unconditionally

guarantees the payment, as and when due, of the full amount of each and every payment of the principal of, and interest on, the Note, whether on an Interest Payment Date, a Principal Payment Date, or otherwise at maturity. In furtherance thereof, the Borough covenants and agrees with the registered owner of the Note that if the Authority shall fail to pay the full amount of the principal of and interest on the Note when the same becomes due and payable, at the times and place, under the terms and conditions, and in the manner prescribed in the Note, the Borough will pay the full amount of such principal and interest to the registered owner of the Note at the times and in the manner set forth in the Note.

The Borough agrees and hereby covenants with the registered owner of the Note, that (a) the Borough shall include the amount of debt service on the Note as set forth in Schedule 1 hereto for each fiscal year in which such amounts shall be payable in its budget for that year, (b) the Borough shall appropriate from its general revenues and duly and punctually pay or cause to be paid from any of its funds or revenues the full amount of such principal and interest on the dates and at the place and in the manner provided in the Note, according to the true intent and meaning thereof. For such budgeting, appropriation and payment the Borough hereby does pledge, irrevocably, its full faith, credit, and taxing power and hereby agrees that this covenant shall be specifically enforceable.

This Agreement shall inure to the benefit of the registered owner from time to time of the Note. The Borough acknowledges that such registered owner of the Note shall materially rely on the existence of this Agreement and the Borough's due performance of its obligations hereunder.

SECTION 3. Reimbursement Covenant. The Authority covenants and agrees with the Borough (and these covenants are specifically enforceable or in lieu thereof may be administered by the Borough) that it will not, without the prior written consent of the Borough which consent shall not be unreasonably withheld: (i) make or consent to any alteration (including, without limitation, any extension of the time of payment of principal) of premium (if any) on or interest on the Note; (ii) fail, neglect or refuse to carry out its duties under this Agreement or the Note (including its duty to operate the Water System in an efficient and economic manner and maintain it in a state of good repair, and its duty to comply with all lawful acts rules and regulations for the operation of the Water System); or (iii) fail, neglect or refuse to adjust its water collection rates, rents, tapping fees, assessments, impact or other charges in a manner satisfactory to the interests of the Borough, or its successors or assigns; provided, however, that any adjustment in such rates, rents, fees and charges required to permit the Authority to comply with its obligations under this Agreement or the Note shall be satisfactory to the Borough.

In the event that the Borough shall make any payments under this Guaranty, the Authority covenants to repay to the Borough, as soon as practicable, and in no event later than the end of the fiscal year of the Authority following the year of the payment by the Borough under this Guaranty, from all receipts and revenues of the Water System, after adequate provision has been made for the payment of the current annual debt service requirements on the Note, all other debt service requirements, and the current expenses of the Water System, as and when due, all moneys paid or advanced by the Borough pursuant to this Guaranty.

SECTION 4. Authority Pledge of System Revenues. Notwithstanding anything to the contrary herein, as security for its obligation to make all payments and to perform all other obligations under this Agreement and as security for all obligations of the Authority in connection with this Agreement and the Note, the Authority hereby pledges and grants to the

Borough a first lien on and security interest in all Authority accounts, accounts receivable, contract rights and general intangibles related to or arising from the ownership, leasehold, or operation of the Water System, including without limitation the proceeds of such accounts, contracts or general intangibles (the "Water System Revenues") to the extent permitted by law. In the furtherance thereof, this Agreement shall constitute a security agreement as that term is defined in the Pennsylvania Uniform Commercial Code. This includes a pledge, a lien, and security interest in all Water System Revenues, but the existence of such security interest shall not prevent the expenditure, deposit or commingling of gross revenues and receipts by the Authority so long as all required payments under this Agreement and the Note are made when due. If any required payment is not made when due, any Water System Revenues subject to this security interest which are then on hand and not yet commingled with other funds of the Authority, and not yet deposited in a bank account of the Authority, and any Water System Revenues thereafter received, shall not be commingled or deposited, but shall immediately, or upon receipt, be transferred to the Borough to the extent needed to make the payment on the Note, subject to all terms and conditions in this Guaranty Agreement and the Note.

SECTION 5. Assignment and Collection of Accounts. The Authority hereby assigns its

interests in the Water System Revenues to the Borough to further secure its obligations under this Agreement. Upon the occurrence of any default hereunder, the Borough shall have the right, acting if it so chooses in the Authority's name, to collect the Water System Revenues, to sell, assign, compromise, discharge or extend the time of payment of any Water System Revenue account, to institute legal action for the collection of any Water System Revenue account, and to do all acts and things necessary or incidental thereto, and the Authority hereby ratifies all that the Borough shall do by virtue hereof without prior notice or demand. After such default, the Borough may, without notice to the Authority, notify any Water System Revenue account debtor that the account payable by such account debtor is to be paid directly to the Borough. At the Borough's request, the Authority shall so notify such account debtors and shall indicate on all billings to such account debtors that payments thereon are to be made to the Borough.

SECTION 6. Authority Books and Records. The Authority shall keep complete and accurate books and records and make all necessary entries therein to reflect the transactions and facts giving rise to its inventory, accounts and all payments, credits and adjustments applicable thereto. The Authority shall keep the Borough fully and accurately informed as to the location of all such books and records pertaining to its accounts and shall permit the Borough's agents to have access to all such books and records and any other records pertaining to the Authority's business which the Borough may request and to remove them from the Authority's place of business or any other place where the same may be found for the purpose of examining, auditing and copying the same. Such right shall be enforceable by law or in equity, and to the extent permitted by law, the Authority consents to the entry of orders or injunctions enforcing such right without any notice to the Authority.

Authority shall submit at such intervals as the Borough may require, a schedule listing in form and detail satisfactory to the Borough all its outstanding Water System Revenue accounts including the parties, nature and value of all such accounts not yet earned by performance, and as to all other such accounts, the names and addresses of the account debtors, and the amounts of each account.

SECTION 7. Other Liabilities of the Authority. In the event that any lien, assessment

or tax liability against the Authority shall arise, whether or not entitled to priority over the security interest of the Borough in the Water System Revenues, the Authority shall give prompt notice thereof in writing to the Borough. The Borough shall have the right (but shall be under no obligation) to pay any tax or other liability of the Authority deemed by the Borough to affect its interests. The Authority shall repay to the Borough any sums that the Borough shall have so paid, together with interest thereon at the rate then due and payable pursuant to the terms of the Note. The term of such repayment shall not exceed the remaining term of principal and interest due and payable on the Note and the Authority's liability to the Borough for such repayment with interest shall be a liability of the Authority to the Borough. In addition, the Borough shall be subrogated to the extent of the payment made by it to all rights of the party receiving such payment against the assets of the Authority. The Authority shall furnish to the Borough, at such time as the Borough may require, proof satisfactory to the Borough of the making of payments or deposits required by applicable law with respect to amounts withheld by the Authority from wages and salaries of employees and amounts contributed by the Authority on account of federal and other income or wage taxes and amounts due under the Federal Insurance Contribution Act and any state or federal program of unemployment compensation.

SECTION 8. Authority Account Instruments. If any of the Authority's Water System

Revenue accounts is or becomes evidenced by a promissory note, a trade acceptance or any other instrument for the payment of money or evidencing the indebtedness therefor, the Authority shall upon the occurrence of any default hereunder or under the Note, assign and deliver such instrument to the Borough appropriately endorsed to the Borough's order. Regardless of the form of such endorsement, the Authority hereby waives presentment, demand, notice of dishonor, protest and notice of protest and all other notices with respect thereto.

SECTION 9. The Authority shall not transfer, assign, convey, or further encumber any of the Water System Revenue accounts in any manner without the prior written consent of the Borough.

SECTION 10. Borough Expenses. The Authority shall pay on demand all reasonable

expenses incurred by the Borough as a result of any of the following (including reasonable attorneys' fees and legal expenses), with interest at the rate due and payable on outstanding amounts under the Note for a term not to exceed the remaining term on the Note:

- a. To enforce payment of or other rights under any Water System Revenue account or to enforce any of the Authority's liabilities to the Borough, whether as against an account debtor, the Authority, or any guarantor or surety of any account debtor or of the Authority;
- b. In the prosecution or defense of any action growing out of or connected with the subject matter of this Agreement, the liabilities of the Authority to the Borough, or any of the Borough's rights therein or thereto; or
- c. In connection with the custody, preservation, use, operation, preparation for sale or sale of any of the Water System Revenue accounts.

The Authority's liability to the Borough for such repayment with interest shall be included in the liabilities of the Authority to the Borough.

SECTION 11. Application of Collateral. The proceeds of any Water System Revenues

received by the Borough at any time before or after default, whether from the sale of such account collateral or otherwise, may be applied to the payment in full or in part of such of the liabilities of the Authority to the Borough and in such order as the Borough may elect. The Authority, to the extent that it has any right, title or interest in any of the account collateral, waives and releases any right to require the Borough to collect any of the liabilities of the Authority from any other of the account collateral under any theory of marshalling of assets, or otherwise, and specifically authorizes the Borough to apply any of the account collateral in which the Authority has a right, title or interest against any of the liabilities of the Authority in any manner that the Borough may determine.

SECTION 12. Power of Attorney. Authority does hereby appoint any officer or agent of the Borough as Authority's true and lawful attorney-in-fact ("Attorney"), with power, after the occurrence of any Event of Default:

- a. To endorse the name of Authority upon any notes, checks, drafts, money orders, or other instruments for payment of money or account collateral that may come into possession of the Borough;
- b. To take all of the actions set forth in this paragraph and to do all other acts and things incidental thereto including the signing of the name of the Authority to any documents incidental thereto;
- c. To sign and endorse the name of Authority upon any invoices, drafts against account debtors, assignments, verifications and notices in connection with Water System Revenue accounts, and any instruments or documents relating thereto or to Authority's rights therein; and
- d. To give written notice to the United States Postal Service so that all mail addressed to the Authority may be delivered directly to the Borough (the Borough will return all mail not related to the liabilities of the Authority or the Water System Revenue accounts).

The Authority grants unto Authority's said Attorney full power to do any and all things necessary to be done with respect to the above transactions as fully and effectually as the Authority might or could do, and hereby ratifies all that said Attorney may lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.

SECTION 13. Exercise of Rights. The failure of the Borough to enforce or exercise any of its rights under this Agreement at any time or times shall not be construed or deemed to be a waiver of any such right, and nothing contained in this Agreement, nor anything done or omitted to be done by the Borough pursuant to this Agreement, shall be deemed a waiver by the Borough of any of its other rights and remedies under this Agreement or the Note or at law or in equity. Any waiver or consent of any kind or character on the part of the Borough of any breach or event

of default under this Agreement must be in writing and shall be effective only to the extent specified. The right of the Borough to collect the indebtedness evidenced by the Note and to enforce any security or collateral therefore may be exercised by the Borough, either prior to, simultaneously with, or subsequent to any action taken under this Agreement.

SECTION 14. Security Agreement. This Agreement shall constitute a security agreement as that term is defined in the Pennsylvania Uniform Commercial Code.

SECTION 15. Satisfaction of Obligations. Upon payment in full of all of the indebtedness and all other sums payable under this Agreement and the Note, this Agreement shall become void and of no effect, but the affidavit, certificate, letter or statements of any officer of the Borough stating that any part of said indebtedness remains unpaid shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Agreement, and any person, firm or corporation may and is hereby authorized to rely thereon.

SECTION 16. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns, and the Borough shall have the right to enforce this Agreement as provided in law or in equity for the benefit of its successors or assigns from time to time, if it so chooses.

SECTION 17. Notices. All notices required or desired to be given to either of the Parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by receipted mail via overnight courier, certified or registered mail, return receipt requested, or electronic delivery or mailed through the United States Post Office to such party at its address set forth below:

Borough: Franklinton Borough
PO Box 88
Franklinton, PA 17323

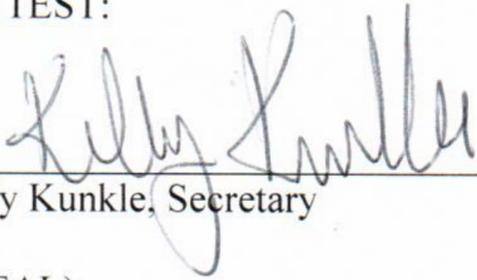
Authority: Franklinton Borough Municipal Authority
PO Box 135
Franklinton, PA 17323

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

SECTION 18. Governing Law. The laws of the Commonwealth of Pennsylvania shall govern the interpretation, application, and enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Guaranty Agreement to be executed by their proper officers and their corporate seals to be affixed hereto and attested each as of the date and year first above written.

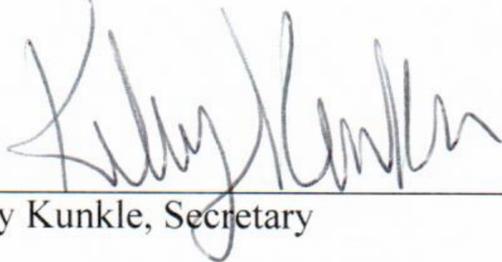
ATTEST:



Kelly Kunkle, Secretary

(SEAL)

ATTEST:



Kelly Kunkle, Secretary

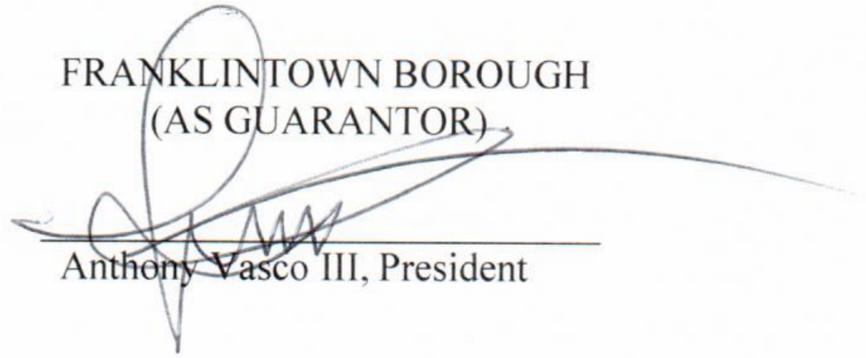
(SEAL)

ATTEST:

_____, Secretary

(SEAL)

FRANKLINTOWN BOROUGH
(AS GUARANTOR)



Anthony Vasco III, President

FRANKLINTOWN BOROUGH
MUNICIPAL AUTHORITY (AS
BORROWER)


Sharon Blouch, President of
Franklinton Borough
Municipal Authority Board

ACNB BANK (AS PURCHASER)

Dennis R. Hollinger, First Vice President
Sr. Government Banking Officer

EXHIBIT "B"
DEBT SERVICE

Guaranty Agreement dated as of December 1, 2021

between and among
Franklinton Borough

and

Franklinton Borough Municipal Authority

Franklinton Borough Municipal Authority - Series 2022

Compound Period: Monthly
 Nominal Annual Rate: 2.010%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	2/1/2022	140,000.00	1		
2 Payment	3/1/2022	Interest Only	12	Monthly	2/1/2032
3 Payment	3/1/2023	772.99	108	Monthly	2/1/2032
4 Rate Change	2/1/2032	Rate: 4.000 %		Compounding: Monthly	
5 Payment	3/1/2032	842.53	108	Monthly	2/1/2041

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	2/1/2022				140,000.00
1	3/1/2022	234.50	234.50	0.00	140,000.00
2	4/1/2022	234.50	234.50	0.00	140,000.00
3	5/1/2022	234.50	234.50	0.00	140,000.00
4	6/1/2022	234.50	234.50	0.00	140,000.00
5	7/1/2022	234.50	234.50	0.00	140,000.00
6	8/1/2022	234.50	234.50	0.00	140,000.00
7	9/1/2022	234.50	234.50	0.00	140,000.00
8	10/1/2022	234.50	234.50	0.00	140,000.00
9	11/1/2022	234.50	234.50	0.00	140,000.00
10	12/1/2022	234.50	234.50	0.00	140,000.00
2022 Totals		2,345.00	2,345.00	0.00	
11	1/1/2023	234.50	234.50	0.00	140,000.00
12	2/1/2023	234.50	234.50	0.00	140,000.00
13	3/1/2023	772.99	234.50	538.49	139,461.51
14	4/1/2023	772.99	233.60	539.39	138,922.12
15	5/1/2023	772.99	232.69	540.30	138,381.82
16	6/1/2023	772.99	231.79	541.20	137,840.62
17	7/1/2023	772.99	230.88	542.11	137,298.51
18	8/1/2023	772.99	229.98	543.01	136,755.50
19	9/1/2023	772.99	229.07	543.92	136,211.58
20	10/1/2023	772.99	228.15	544.84	135,666.74
21	11/1/2023	772.99	227.24	545.75	135,120.99
22	12/1/2023	772.99	226.33	546.66	134,574.33
2023 Totals		8,198.90	2,773.23	5,425.67	
23	1/1/2024	772.99	225.41	547.58	134,026.75
24	2/1/2024	772.99	224.49	548.50	133,478.25
25	3/1/2024	772.99	223.58	549.41	132,928.84
26	4/1/2024	772.99	222.66	550.33	132,378.51
27	5/1/2024	772.99	221.73	551.26	131,827.25
28	6/1/2024	772.99	220.81	552.18	131,275.07
29	7/1/2024	772.99	219.89	553.10	130,721.97
30	8/1/2024	772.99	218.96	554.03	130,167.94
31	9/1/2024	772.99	218.03	554.96	129,612.98
32	10/1/2024	772.99	217.10	555.89	129,057.09
33	11/1/2024	772.99	216.17	556.82	128,500.27
34	12/1/2024	772.99	215.24	557.75	127,942.52
2024 Totals		9,275.88	2,644.07	6,631.81	
35	1/1/2025	772.99	214.30	558.69	127,383.83
36	2/1/2025	772.99	213.37	559.62	126,824.21
37	3/1/2025	772.99	212.43	560.56	126,263.65
38	4/1/2025	772.99	211.49	561.50	125,702.15
39	5/1/2025	772.99	210.55	562.44	125,139.71
40	6/1/2025	772.99	209.61	563.38	124,576.33
41	7/1/2025	772.99	208.67	564.32	124,012.01
42	8/1/2025	772.99	207.72	565.27	123,446.74
43	9/1/2025	772.99	206.77	566.22	122,880.52
44	10/1/2025	772.99	205.82	567.17	122,313.35
45	11/1/2025	772.99	204.87	568.12	121,745.23
46	12/1/2025	772.99	203.92	569.07	121,176.16
2025 Totals		9,275.88	2,509.52	6,766.36	
47	1/1/2026	772.99	202.97	570.02	120,606.14
48	2/1/2026	772.99	202.02	570.97	120,035.17
49	3/1/2026	772.99	201.06	571.93	119,463.24
50	4/1/2026	772.99	200.10	572.89	118,890.35
51	5/1/2026	772.99	199.14	573.85	118,316.50
52	6/1/2026	772.99	198.18	574.81	117,741.69
53	7/1/2026	772.99	197.22	575.77	117,165.92
54	8/1/2026	772.99	196.25	576.74	116,589.18
55	9/1/2026	772.99	195.29	577.70	116,011.48
56	10/1/2026	772.99	194.32	578.67	115,432.81
57	11/1/2026	772.99	193.35	579.64	114,853.17
58	12/1/2026	772.99	192.38	580.61	114,272.56
2026 Totals		9,275.88	2,372.28	6,903.60	
59	1/1/2027	772.99	191.41	581.58	113,690.98
60	2/1/2027	772.99	190.43	582.56	113,108.42
61	3/1/2027	772.99	189.46	583.53	112,524.89
62	4/1/2027	772.99	188.48	584.51	111,940.38
63	5/1/2027	772.99	187.50	585.49	111,354.89
64	6/1/2027	772.99	186.52	586.47	110,768.42
65	7/1/2027	772.99	185.54	587.45	110,180.97
66	8/1/2027	772.99	184.55	588.44	109,592.53
67	9/1/2027	772.99	183.57	589.42	109,003.11
68	10/1/2027	772.99	182.58	590.41	108,412.70
69	11/1/2027	772.99	181.59	591.40	107,821.30
70	12/1/2027	772.99	180.60	592.39	107,228.91
2027 Totals		9,275.88	2,232.23	7,043.65	
71	1/1/2028	772.99	179.61	593.38	106,635.53
72	2/1/2028	772.99	178.61	594.38	106,041.15
73	3/1/2028	772.99	177.62	595.37	105,445.78
74	4/1/2028	772.99	176.62	596.37	104,849.41

75	5/1/2028	772.99	175.62	597.37	104,252.04
76	6/1/2028	772.99	174.62	598.37	103,653.67
77	7/1/2028	772.99	173.62	599.37	103,054.30
78	8/1/2028	772.99	172.62	600.37	102,453.93
79	9/1/2028	772.99	171.61	601.38	101,852.55
80	10/1/2028	772.99	170.60	602.39	101,250.16
81	11/1/2028	772.99	169.59	603.40	100,646.76
82	12/1/2028	772.99	168.58	604.41	100,042.35
2028 Totals		9,275.88	2,089.32	7,186.56	
83	1/1/2029	772.99	167.57	605.42	99,436.93
84	2/1/2029	772.99	166.56	606.43	98,830.50
85	3/1/2029	772.99	165.54	607.45	98,223.05
86	4/1/2029	772.99	164.52	608.47	97,614.58
87	5/1/2029	772.99	163.50	609.49	97,005.09
88	6/1/2029	772.99	162.48	610.51	96,394.58
89	7/1/2029	772.99	161.46	611.53	95,783.05
90	8/1/2029	772.99	160.44	612.55	95,170.50
91	9/1/2029	772.99	159.41	613.58	94,556.92
92	10/1/2029	772.99	158.38	614.61	93,942.31
93	11/1/2029	772.99	157.35	615.64	93,326.67
94	12/1/2029	772.99	156.32	616.67	92,710.00
2029 Totals		9,275.88	1,943.53	7,332.35	
95	1/1/2030	772.99	155.29	617.70	92,092.30
96	2/1/2030	772.99	154.25	618.74	91,473.56
97	3/1/2030	772.99	153.22	619.77	90,853.79
98	4/1/2030	772.99	152.18	620.81	90,232.98
99	5/1/2030	772.99	151.14	621.85	89,611.13
100	6/1/2030	772.99	150.10	622.89	88,988.24
101	7/1/2030	772.99	149.06	623.93	88,364.31
102	8/1/2030	772.99	148.01	624.98	87,739.33
103	9/1/2030	772.99	146.96	626.03	87,113.30
104	10/1/2030	772.99	145.91	627.08	86,486.22
105	11/1/2030	772.99	144.86	628.13	85,858.09
106	12/1/2030	772.99	143.81	629.18	85,228.91
2030 Totals		9,275.88	1,794.79	7,481.09	
107	1/1/2031	772.99	142.76	630.23	84,598.68
108	2/1/2031	772.99	141.70	631.29	83,967.39
109	3/1/2031	772.99	140.65	632.34	83,335.05
110	4/1/2031	772.99	139.59	633.40	82,701.65
111	5/1/2031	772.99	138.53	634.46	82,067.19
112	6/1/2031	772.99	137.46	635.53	81,431.66
113	7/1/2031	772.99	136.40	636.59	80,795.07
114	8/1/2031	772.99	135.33	637.66	80,157.41
115	9/1/2031	772.99	134.26	638.73	79,518.68
116	10/1/2031	772.99	133.19	639.80	78,878.88
117	11/1/2031	772.99	132.12	640.87	78,238.01
118	12/1/2031	772.99	131.05	641.94	77,596.07
2031 Totals		9,275.88	1,643.04	7,632.84	
119	1/1/2032	772.99	129.97	643.02	76,953.05
120	2/1/2032	772.99	128.90	644.09	76,308.96
Rate 2/1/2032			0.00	0.00	76,308.96
	2/1/2032	Rate: 4.00%		Compounding: Monthly	
121	3/1/2032	842.53	254.36	588.17	75,720.79
122	4/1/2032	842.53	252.40	590.13	75,130.66
123	5/1/2032	842.53	250.44	592.09	74,538.57
124	6/1/2032	842.53	248.46	594.07	73,944.50
125	7/1/2032	842.53	246.48	596.05	73,348.45
126	8/1/2032	842.53	244.49	598.04	72,750.41
127	9/1/2032	842.53	242.50	600.03	72,150.38
128	10/1/2032	842.53	240.50	602.03	71,548.35
129	11/1/2032	842.53	238.49	604.04	70,944.31
130	12/1/2032	842.53	236.48	606.05	70,338.26
2032 Totals		9,971.28	2,713.47	7,257.81	
131	1/1/2033	842.53	234.46	608.07	69,730.19
132	2/1/2033	842.53	232.43	610.10	69,120.09
133	3/1/2033	842.53	230.40	612.13	68,507.96
134	4/1/2033	842.53	228.36	614.17	67,893.79
135	5/1/2033	842.53	226.31	616.22	67,277.57
136	6/1/2033	842.53	224.26	618.27	66,659.30
137	7/1/2033	842.53	222.20	620.33	66,038.97
138	8/1/2033	842.53	220.13	622.40	65,416.57
139	9/1/2033	842.53	218.06	624.47	64,792.10
140	10/1/2033	842.53	215.97	626.56	64,165.54
141	11/1/2033	842.53	213.89	628.64	63,536.90
142	12/1/2033	842.53	211.79	630.74	62,906.16
2033 Totals		10,110.36	2,678.26	7,432.10	
143	1/1/2034	842.53	209.69	632.84	62,273.32
144	2/1/2034	842.53	207.58	634.95	61,638.37
145	3/1/2034	842.53	205.46	637.07	61,001.30
146	4/1/2034	842.53	203.34	639.19	60,362.11
147	5/1/2034	842.53	201.21	641.32	59,720.79
148	6/1/2034	842.53	199.07	643.46	59,077.33
149	7/1/2034	842.53	196.92	645.61	58,431.72
150	8/1/2034	842.53	194.77	647.76	57,783.96
151	9/1/2034	842.53	192.61	649.92	57,134.04
152	10/1/2034	842.53	190.45	652.08	56,481.96
153	11/1/2034	842.53	188.27	654.26	55,827.70
154	12/1/2034	842.53	186.09	656.44	55,171.26
2034 Totals		10,110.36	2,375.46	7,734.90	
155	1/1/2035	842.53	183.90	658.63	54,512.63
156	2/1/2035	842.53	181.71	660.82	53,851.81
157	3/1/2035	842.53	179.51	663.02	53,188.79
158	4/1/2035	842.53	177.30	665.23	52,523.56
159	5/1/2035	842.53	175.08	667.45	51,856.11
160	6/1/2035	842.53	172.85	669.68	51,186.43
161	7/1/2035	842.53	170.62	671.91	50,514.52
162	8/1/2035	842.53	168.38	674.15	49,840.37
163	9/1/2035	842.53	166.13	676.40	49,163.97
164	10/1/2035	842.53	163.88	678.65	48,485.32
165	11/1/2035	842.53	161.62	680.91	47,804.41

166	12/1/2035	842.53	159.35	683.18	47,121.23
2035 Totals		10,110.36	2,060.33	8,050.03	
167	1/1/2036	842.53	157.07	685.46	46,435.77
168	2/1/2036	842.53	154.79	687.74	45,748.03
169	3/1/2036	842.53	152.49	690.04	45,057.99
170	4/1/2036	842.53	150.19	692.34	44,365.65
171	5/1/2036	842.53	147.89	694.64	43,671.01
172	6/1/2036	842.53	145.57	696.96	42,974.05
173	7/1/2036	842.53	143.25	699.28	42,274.77
174	8/1/2036	842.53	140.92	701.61	41,573.16
175	9/1/2036	842.53	138.58	703.95	40,869.21
176	10/1/2036	842.53	136.23	706.30	40,162.91
177	11/1/2036	842.53	133.88	708.65	39,454.26
178	12/1/2036	842.53	131.51	711.02	38,743.24
2036 Totals		10,110.36	1,732.37	8,377.99	
179	1/1/2037	842.53	129.14	713.39	38,029.85
180	2/1/2037	842.53	126.77	715.76	37,314.09
181	3/1/2037	842.53	124.38	718.15	36,595.94
182	4/1/2037	842.53	121.99	720.54	35,875.40
183	5/1/2037	842.53	119.58	722.95	35,152.45
184	6/1/2037	842.53	117.17	725.36	34,427.09
185	7/1/2037	842.53	114.76	727.77	33,699.32
186	8/1/2037	842.53	112.33	730.20	32,969.12
187	9/1/2037	842.53	109.90	732.63	32,236.49
188	10/1/2037	842.53	107.45	735.08	31,501.41
189	11/1/2037	842.53	105.00	737.53	30,763.88
190	12/1/2037	842.53	102.55	739.98	30,023.90
2037 Totals		10,110.36	1,391.02	8,719.34	
191	1/1/2038	842.53	100.08	742.45	29,281.45
192	2/1/2038	842.53	97.60	744.93	28,536.52
193	3/1/2038	842.53	95.12	747.41	27,789.11
194	4/1/2038	842.53	92.63	749.90	27,039.21
195	5/1/2038	842.53	90.13	752.40	26,286.81
196	6/1/2038	842.53	87.62	754.91	25,531.90
197	7/1/2038	842.53	85.11	757.42	24,774.48
198	8/1/2038	842.53	82.58	759.95	24,014.53
199	9/1/2038	842.53	80.05	762.48	23,252.05
200	10/1/2038	842.53	77.51	765.02	22,487.03
201	11/1/2038	842.53	74.96	767.57	21,719.46
202	12/1/2038	842.53	72.40	770.13	20,949.33
2038 Totals		10,110.36	1,035.79	9,074.57	
203	1/1/2039	842.53	69.83	772.70	20,176.63
204	2/1/2039	842.53	67.26	775.27	19,401.36
205	3/1/2039	842.53	64.67	777.86	18,623.50
206	4/1/2039	842.53	62.08	780.45	17,843.05
207	5/1/2039	842.53	59.48	783.05	17,060.00
208	6/1/2039	842.53	56.87	785.66	16,274.34
209	7/1/2039	842.53	54.25	788.28	15,486.06
210	8/1/2039	842.53	51.62	790.91	14,695.15
211	9/1/2039	842.53	48.98	793.55	13,901.60
212	10/1/2039	842.53	46.34	796.19	13,105.41
213	11/1/2039	842.53	43.68	798.85	12,306.56
214	12/1/2039	842.53	41.02	801.51	11,505.05
2039 Totals		10,110.36	666.08	9,444.28	
215	1/1/2040	842.53	38.35	804.18	10,700.87
216	2/1/2040	842.53	35.67	806.86	9,894.01
217	3/1/2040	842.53	32.98	809.55	9,084.46
218	4/1/2040	842.53	30.28	812.25	8,272.21
219	5/1/2040	842.53	27.57	814.96	7,457.25
220	6/1/2040	842.53	24.86	817.67	6,639.58
221	7/1/2040	842.53	22.13	820.40	5,819.18
222	8/1/2040	842.53	19.40	823.13	4,996.05
223	9/1/2040	842.53	16.65	825.88	4,170.17
224	10/1/2040	842.53	13.90	828.63	3,341.54
225	11/1/2040	842.53	11.14	831.39	2,510.15
226	12/1/2040	842.53	8.37	834.16	1,675.99
2040 Totals		10,110.36	281.30	9,829.06	
227	1/1/2041	842.53	5.59	836.94	839.05
228	2/1/2041	842.53	3.48	839.05	0.00
2041 Totals		1,685.06	9.07	1,675.99	
Grand Totals		177,290.16	37,290.16	140,000.00	

Last interest amount increased by 0.68 due to rounding.