

**ORDINANCE NO. _____
TOWNSHIP OF HAMPTON
COUNTY OF ALLEGHENY
COMMONWEALTH OF PENNSYLVANIA**

ORDINANCE AUTHORIZING THE INCURRING OF NON-ELECTORAL DEBT BY THE TOWNSHIP OF HAMPTON, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR THE PURPOSES OF PROVIDING FOR THE COSTS OF THE PROJECTS, PROVIDING FOR THE REFUNDING OF PRIOR BONDS, AND PAYING THE COSTS OF ISSUING THE BONDS; FINDING A SALE BY NEGOTIATION TO BE IN THE BEST INTEREST OF THE TOWNSHIP; DESCRIBING A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING THE INCURRING OF NON-ELECTORAL DEBT BY THE ISSUANCE OF TOWNSHIP OF HAMPTON GENERAL OBLIGATION BONDS, SERIES OF 2021; DIRECTING THE FILING OF THE NECESSARY DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; APPOINTING A PAYING AGENT, REGISTRAR, AND SINKING FUND DEPOSITARY; DESCRIBING THE BONDS, INCLUDING METHOD OF PAYMENT, MANNER OF EXCHANGE AND TRANSFER, AND MANNER OF EXECUTION AND AUTHENTICATION; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR PAYMENT OF THE BONDS; PROVIDING FOR REDEMPTION OF THE BONDS; ESTABLISHING A SINKING FUND; APPROPRIATING THE MONEY RECEIVED FROM THE SALE OF THE BONDS; SETTING FORTH THE USEFUL LIVES OF THE PROJECTS; SETTING FORTH THE MATURITIES OF THE BONDS; COVENANTING THAT THE BONDS WILL NOT BECOME ARBITRAGE BONDS AND COVENANTING CONTINUOUS COMPLIANCE WITH THE TERMS OF THE INTERNAL REVENUE CODE OF 1986; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING PURCHASE OF MUNICIPAL BOND INSURANCE; RATIFYING THE ADVERTISING OF A NOTICE AND AUTHORIZING PUBLICATION OF A NOTICE OF ENACTMENT; APPOINTING BOND COUNSEL; AUTHORIZING APPROPRIATE OFFICERS TO TAKE ALL NECESSARY ACTION IN CONNECTION WITH THE ISSUANCE OF THE BONDS; AUTHORIZING THE PAYMENT OF ALL EXPENSES INCURRED; APPROVING THE ISSUANCE OF AN OFFICIAL STATEMENT; SPECIFYING ALLOWABLE INVESTMENTS; SETTING FORTH AUTHORIZATION OF OFFICERS; ESTABLISHING THE FORM OF THE BONDS; CREATING A CLEARING ACCOUNT; ESTABLISHING COMPLIANCE WITH SEC RULE 15c2-12; COVENANTING A CONTINUING DISCLOSURE UNDERTAKING; ESTABLISHING A REBATE FUND; SETTING FORTH SEVERABILITY PROVISIONS; REPEALING ALL INCONSISTENT ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Township of Hampton (the "Township") desires to incur non-electoral debt to provide funds (i) to pay the costs of various capital projects (the "Projects"), (ii) to

pay the costs of currently refunding a portion of the Township's General Obligation Bonds, Series of 2016 (the "Prior Bonds"), and (iii) to pay the costs of issuing the Bonds; and

WHEREAS, the Township has determined to issue its General Obligation Bonds, Series of 2021 (the "Bonds"), in accordance with the terms of this Ordinance and the Local Government Unit Debt Act, Act of July 12, 1972, P.L. 781, No. 185, as amended and reenacted by Act No. 78-52, of April 28, 1978, P.L. 124, and as amended and reenacted by Act No. 81-19 of May 22, 1981, P.L. 54 and by Act No. 34 of April 30, 1986 P.L. 104, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177), 53 Pa. C.S. §§ 8001 et seq. (the "Act"), to pay the costs of the Projects, the costs of the Refunding and the costs of issuance of the Bonds; and

WHEREAS, in accordance with the terms of the Act the Township has requested Piper Sandler & Co. (the "Underwriter") to submit a proposal (the "Purchase Proposal") to purchase, at a private sale, the Bonds; and

WHEREAS, the Township has received preliminary cost estimates for the Projects; and

WHEREAS, the Purchase Proposal has been received, opened and read;

NOW, THEREFORE, BE AND IT HEREBY IS ORDAINED AND ENACTED by the Council of the Township of Hampton (the "Council"):

SECTION 1. THE PROJECTS AND THE REFUNDING. The Township undertakes the Projects more fully set forth on Schedule A attached hereto and made a part hereof. The Township hereby determines that the refunding of the Prior Bonds is in accord with the purposes set forth in Section 8241 of the Act, such as the reduction of total debt service over

the life of the series and/or the reduction of annual debt service in any particular year or years.

SECTION 2. APPROVAL OF NEGOTIATED SALE. The Council hereby finds, after considering the advantages and disadvantages of a public sale, that a private sale by negotiation is in the best financial interest of the Township.

SECTION 3. PURCHASE PROPOSAL. The Council hereby authorizes the Township to award the sale of the Bonds to the Underwriter upon receipt, acceptance, execution and delivery of an acceptable Purchase Proposal, such Purchase Proposal to be reviewed as to form by Bond Counsel and the Township Solicitor, and containing such interest rate or rates, at such a purchase price, not less than 95% of the par amount of the Bonds (the discount from par being inclusive of Underwriter's discount, original issue discount, original issue premium, together with accrued interest, if any, to the date of delivery of the Bonds), setting forth costs of issuance, and upon such other conventional terms and conditions not detrimental to the interest of the Township. The Council hereby designates the Council President as the officer of the Township authorized to receive, accept and execute a Purchase Proposal from the Underwriter and to award the sale of the Bonds to the Underwriter, which Purchase Proposal shall provide the Township with minimum net present value savings after costs of issuance of at least \$175,000.00 and which Purchase Proposal shall in all respects meet the terms and provisions of the within Ordinance. The Township and the Underwriter are further authorized to enter into any Addendum to the Purchase Proposal, which Addendum shall be approved, executed and delivered by the President of Council or the Township Manager and executed and delivered by an attesting officer of the Council, subject to review as to form by Bond Counsel and the Township Solicitor, and bearing such interest

rates, principal amounts, maturity dates, debt service amounts, redemption provisions and purchase price consistent in all respect with the accepted Purchase Proposal and the terms of this Ordinance.

SECTION 4. INCURRENCE OF INDEBTEDNESS. For the purposes of (i) paying the costs of the Projects, (ii) paying the costs of the Refunding and (iii) paying the costs of issuing the Bonds, the incurring of non-electoral debt by the Township is hereby authorized. Such debt (subject to appropriate exclusions) shall be evidenced by the issuance of general obligation bonds of the Township in the aggregate principal amount not to exceed \$7,500,000 designated "Township of Hampton, General Obligation Bonds, Series of 2021". The Bonds shall bear interest at the maximum rates, contain the maximum annual debt service amounts, the maximum principal amounts and the dates of maturity all as set forth in Schedule "B" attached hereto and made a part of hereof.

SECTION 5. FILING WITH DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT. The President of Council and the Secretary of Council, or any duly appointed successors or acting officers as the case may be, are hereby authorized and directed to prepare, verify and file with the Department of Community and Economic Development, in accordance with the Act, a transcript of the proceedings relating to the issuance of the Bonds including the Debt Statement and Borrowing Base Certificate required by Section 8110 of said Act, and to take other necessary action and to file all necessary documentation, including, if necessary or desirable, the preparation and filing of any statements required to exclude any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt.

SECTION 6. APPOINTMENT OF PAYING AGENT, REGISTRAR AND SINKING FUND DEPOSITARY. The Bank of New York Mellon Trust Company, N.A. of Pittsburgh, Pennsylvania is hereby appointed Paying Agent and Registrar for the Bonds and further appointed Sinking Fund Depository for the Series of 2021 Bonds Sinking Fund created hereby. The Secretary is hereby authorized and directed to contract with The Bank of New York Mellon Trust Company, N.A. for its services as Sinking Fund Depository ("Sinking Fund Depository"), Paying Agent ("Paying Agent"), and Registrar ("Registrar") at such initial and annual charges as shall be appropriate and reasonable for such services. The Township may, by Resolution, from time to time appoint a successor Paying Agent, Sinking Fund Depository or Registrar to fill a vacancy or for any other reason.

SECTION 7. FORM OF BONDS, INTEREST PAYMENT DATES AND RECORD DATES. The Bonds may be issued in denominations of \$5,000 or any multiple thereof initially in the form of one fully registered bond for the aggregate principal amount of the Bonds of each maturity, which Bonds will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"). Each Bond shall be dated as of its dated date and shall bear interest from the February 1 or August 1, as the case may be, next preceding the date of such Bond to which interest has been paid, unless the date of such Bond is a date to which interest has been paid, in which case from the date of such Bond, unless the date of such Bond is prior to the first interest payment date, in which case from the dated date, provided, however, if the Township fails to pay the interest due on any interest payment date, then any such Bond shall bear interest from February 1 or August 1, as the case may be, next preceding the date of such Bond, to which interest has been paid, or if no interest has been paid, from the date of delivery. Initially, all of the Bonds will be

registered in the name of Cede & Co., as nominee of DTC; provided that if DTC requests that the Bonds be registered in the name of a different nominee, the Sinking Fund Depository must exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee of DTC. No person other than DTC or its nominee is entitled to receive from the Township or the Sinking Fund Depository either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee transfers record ownership of all or any portions of the Bonds on the Bond Register (as such term is defined herein, in connection with discontinuing the book entry system.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds will be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Ordinance. Each such payment to DTC or its nominee will be valid and effective to discharge fully all liability of the Township or the Sinking Fund Depository with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Sinking Fund Depository will not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of the partial redemption provided that DTC must deliver to the Sinking Fund Depository, upon request, a written confirmation of the partial redemption and thereafter the records maintained by the Sinking Fund Depository will be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

The Township and the Sinking Fund Depository may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Registered Owners and for all other purposes whatsoever; and neither the Ordinance nor the Sinking Fund Depository will be affected by any notice to the contrary. Neither the Township nor the Sinking Fund Depository will have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being Registered Owner, with respect to either (1) the Bonds; or (2) the accuracy of any record maintained by DTC or any such participant; or (3) the payment by DTC or any participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (4) any notice which is permitted or required to be given to Registered Owners under this Ordinance; or (5) the selection by DTC or any participant of any person to receive payment in the event of partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as Registered Owner.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Registered Owners under this Ordinance will be given to DTC as provided in the blanket representation letter to be delivered to DTC.

In connection with any notice or other communication to be provided to Registered Owners pursuant to this Ordinance by the Township or the Sinking Fund Depository with

respect to any consent or other action to be taken by Registered Owners, DTC will consider the date of receipt of notice requesting such consent or other action as the record date for the consent or other action, provided that the Township or the Sinking Fund Depository may establish a special record date for such consent or other action. The Township or the Sinking Fund Depository must give DTC notice of the special record date not less than ten (10) days in advance of such special record date.

Any successor Sinking Fund Depository must, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) after notice to the Township and the Sinking Fund Depository, DTC determines to resign as securities Depository for the Bonds; or (2) after notice to DTC and the Sinking Fund Depository, the Township determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interest of the Township. In either of such events (unless in the case described in clause (2) above, the Township appoints a successor securities depository), the Bonds will be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Township or the Sinking Fund Depository for the accuracy of such designation. Whenever DTC requests the Township and the Sinking Fund Depository to do so, the Township and the Sinking Fund Depository must cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities

depository to maintain custody of certificates evidencing the Bonds. The Bonds will also carry CUSIP numbers as a convenience to owners.

In lieu of all the above, the Bonds may each be in printed form, as certificates with steel-engraved borders, all as approved by the Paying Agent, Bond Counsel and the Township.

The person in whose name any Bond is registered at the close of business on any Record Date (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date, except if and to the extent that the Township fails to pay the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding Bonds are registered at the close of business on a date established by the Paying Agent ("Special Record Date"), notice of which shall have been mailed to all registered owners of Bonds not less than ten (10) days prior to such date. The term "Record Date" as used in this Section 7 with respect to any interest payment date shall mean the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date.

SECTION 8. PAYMENT OF PRINCIPAL, PREMIUM AND INTEREST. The principal of, and interest on the Bonds are payable in such coin or currency of the United States of America as at the time and place of payment is legal tender for payment of public and private debts, at the principal corporate trust office of the Paying Agent; provided that, interest on the Bonds will be paid by check drawn on the Paying Agent mailed to the owner of record on the appropriate record date at his address as it appears on the Bond Register described in

Section 9 hereof, unless written demand is made by such person for payment in legal tender at such office.

SECTION 9. BOND REGISTER, REGISTRATIONS AND TRANSFER. The Township shall cause to be kept at the principal corporate trust office of the Registrar a register (the "Bond Register") in which, subject to such reasonable regulations as it may prescribe, the Township shall provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond shall be valid unless made at such office and registered in the Bond Register. The Paying Agent is hereby appointed Registrar for the purpose of registering Bonds and transfers and exchanges of Bonds as herein provided.

Upon surrender for registration of transfer at such office of the Bonds, the Township shall execute and the Paying Agent shall deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, in the same interest rate and maturity, and the same aggregate principal amount as the amount of the unpaid principal balance of the Bond or Bonds so surrendered.

Any Bond or Bonds shall be exchangeable for other Bond or Bonds at the same maturity and interest rate, in any authorized denomination, in an aggregate principal amount equal to the unpaid principal balance of the Bond or Bonds presented for exchange. Upon surrender of any Bond or Bonds for exchange at the principal corporate trust office of the Paying Agent, the Township shall execute and the Paying Agent shall deliver in exchange therefor the Bond or Bonds which the Bondholder making the exchange shall be entitled to receive.

All Bonds issued upon any registration of transfer or exchange shall be valid obligations of the Township evidencing the same debt and entitled to the same benefits

under this Ordinance as the Bond or Bonds surrendered for such registration of transfer or exchange.

Every Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the Township and the Paying Agent, duly executed by the registered owner thereof or his duly authorized Agent or legal representative.

No service charge shall be made for any transfer or exchange of any Bond, but the Township may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of any Bond or Bonds.

The Township and the Paying Agent shall not be required: (a) to issue, transfer or exchange any Bond during a period beginning at the close of business on the Record Date next preceding any interest payment date and ending at the close of business on the interest payment date; or (b) to issue, transfer or exchange any Bond then considered for redemption during the period beginning at the close of business on the last business day which is at least fifteen (15) calendar days next preceding any date of selection of any Bond to be redeemed and ending at the close of business on the day on which the notice of redemption is given, or (c) to transfer or exchange any portion of any Bond selected for redemption until after the redemption date.

SECTION 10. EXECUTION AND AUTHENTICATION. The Bonds shall be substantially in the forms contained in Section 25 hereof, the Bonds shall be executed on behalf of the Township by the President of Council, and shall have a facsimile of the corporate seal of the Township imprinted thereon, duly attested by the Secretary and said officers are hereby

authorized and directed to execute the Bonds. The Bonds shall be authenticated by the manual execution of the Certificate of Authentication by a duly authorized signatory of the Paying Agent. No Bond shall be valid until such Certificate of Authentication shall have been duly executed by the Paying Agent and such authentication shall be conclusive and the only proof that any Bond has been issued pursuant to this Ordinance and is entitled to any benefits conferred thereon under the provisions of this Ordinance. To the extent that any one signature on a Bond (including the signature of the signatory of the Paying Agent) is manual, all other signatures may be by facsimile. The President of Council or Treasurer or Secretary or any of such officers is hereby authorized and directed to deliver the Bonds to the Underwriter and receive payment therefor on behalf of the Township after sale of the same in the manner required by law and this Ordinance. The officers and officials of the Township are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to issue and sell the Bonds, all in accordance with this Ordinance.

SECTION 11. GENERAL OBLIGATION COVENANT. The Bonds are hereby declared to be general obligations of the Township. The Township hereby covenants with the registered owners from time to time of the Bonds outstanding pursuant to this Ordinance that it will include the amount of the debt service, as specified in this Section, on the Bonds for each fiscal year in which such sums are payable, in its budget for that year and shall appropriate such amounts from its general revenues to the payment of such debt service and will duly and punctually pay or cause to be paid the principal of the Bonds and the interest thereon on the dates, at the places and in the manner stated therein according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the Township does

hereby pledge its full faith, credit and taxing power. The maximum amount of the debt service which the Township hereby covenants to pay on the Bonds in each year is set forth in the Debt Service Schedule contained in Schedule "B" which is attached hereto and incorporated herein by reference as if set out here at length.

As provided in the Act, the foregoing covenants shall be specifically enforceable.

SECTION 12. REDEMPTION.

(a) Optional. The Bonds shall be subject to redemption prior to maturity in whole or in part (and if in part, in such order of maturity as the Township shall select and within a maturity by lot) at the option of the Township, at a price and at such time or times to be set forth in the Purchase Proposal.

(b) Mandatory. The Bonds are subject to mandatory sinking fund redemption prior to maturity at a price and at such time or times to be set forth in the Purchase Proposal.

(c) Notice of any redemption shall be given by mailing a notice of redemption by first class mail, postage prepaid, not less than thirty (30) days, but not more than sixty (60) days, prior to the redemption date to the registered owners of Bonds, to be redeemed at the addresses which appear in the Bond Register, provided, however, that neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond shall affect the validity of the proceedings for the redemption of any other Bond. If the Township shall have duly given notice of redemption and shall have deposited with the Paying Agent funds for the payment of the redemption price of the Bonds so called for redemption, with accrued interest thereon to the date fixed for redemption, interest on such Bonds shall cease to accrue after such redemption date.

Such notices shall state the redemption date and the redemption price and identify the Bonds by reference to their series designation and bond number and may contain the CUSIP numbers of the Bonds called for redemption (if then generally in use), but shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in the notice and that reliance may be placed only on the identification numbers printed on the Bonds. Such notice shall further state that on the redemption date, if the required deposit shall have been made, there shall become due and payable upon each Bond or portion thereof to be redeemed at the principal corporate trust office of the Paying Agent, the redemption price of such Bond or portion thereof together with accrued interest thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue.

(d) CUSIP Numbers. Notices of redemption shall contain the applicable CUSIP numbers pertaining to the Bonds called for redemption (if then generally in use), but shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in the notice and that reliance may be placed only on the identification numbers printed on the Bonds.

(e) Portions of Bonds. Any portion of any Bond of a denomination larger than \$5,000 may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Prior to selecting Bonds for redemption, the Paying Agent shall assign numbers to each \$5,000 portion of any Bond of a denomination larger than \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Paying Agent shall authenticate and deliver to the owner thereof a new Bond or Bonds

of the same maturity and in any authorized denominations requested by the owner in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

SECTION 13. SINKING FUND. There is hereby established a fund to be known as Township of Hampton, General Obligation Bonds, Series of 2021 Sinking Fund ("Series of 2021 Bonds Sinking Fund") into which the Township covenants to have deposited, and into which the proper officers are hereby authorized and directed to have deposited (i) amounts sufficient to pay the interest due on such dates on the Bonds then as shall be set forth in the Purchase Proposal, and (ii) amounts sufficient to pay an amount equal to the outstanding principal of the Bonds maturing on each such date as shall be set forth in the Purchase Proposal. Should the amounts covenanted to be paid into the Series of 2021 Bonds Sinking Fund be, at any time, in excess of the net amounts required at such time for the payment of interest and principal, whether by reason of funds already on deposit in said Sinking Fund or by reason of the purchase or redemption of Bonds, or for some similar reason, the amounts covenanted to be paid may be reduced to the extent of the excess. The Township may satisfy any part of its obligations with respect to clause (ii) above by delivering to the Sinking Fund Depository, for cancellation, Bonds owned by it maturing on the date on which such deposit is required. Upon delivery of such Bonds, the Township shall receive credit against such deposit of the face amount of the Bonds so delivered. All sums in the Series of 2021 Bonds Sinking Fund shall be applied exclusively to the payment of said principal and interest covenanted to be paid by Section 11 hereof as the same shall from time to time become due and payable and the balance of said moneys over and above the sum so required shall remain in the Series of 2021 Bonds Sinking Fund, such balance to be applied in reduction of future required deposits; subject, however, to investment or deposit at interest

as authorized by law and as permitted by Section 23 hereof, to the extent that such investment or deposit can be made without causing the Bonds to become arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code") which investments or deposits and the interest thereon shall be held exclusively for the purposes of the Series of 2021 Bonds Sinking Fund. The Series of 2021 Bonds Sinking Fund shall be kept as a separate account at the principal corporate trust office of the Sinking Fund Depository. The Paying Agent, without further authorization other than as herein contained, shall pay from the moneys in the Series of 2021 Bonds Sinking Fund the interest as and when due on the Bonds on the appropriate record date, premium, if any, and the principal when due of the Bonds to the registered owners thereof.

SECTION 14. DISPOSITION AND USEFUL LIFE. All moneys derived from the sale of the Bonds shall be and hereby are appropriated substantially to payment of the costs of the Projects and the costs and expenses of preparing, issuing and marketing the Bonds.

The useful lives of the Projects to be funded by the Bonds are at least _____ (___) years, in excess of the maturities of the Bonds allocable to the Projects; and the remaining useful lives of the projects funded by the Prior Bonds are at least _____ (___) years, in excess of the maturities of the Bonds allocable to the Refunding.

SECTION 15. MATURITIES OF THE BONDS. The maturities of the Bonds are in accordance with Section 8142 of the Act, particularly Section 8142(b), in that the debt service on outstanding debt of the Township, including the Bonds, will be amortized on at least an approximately level annual debt service plan.

SECTION 16. TAX COVENANT. The Township hereby covenants with the registered owners, from time to time, of the Bonds that no part of the proceeds of the Bonds will be

used, at any time, directly or indirectly, in any manner which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, and the regulations promulgated thereunder applicable to obligations issued on the date of issuance of the Bonds. The President of Council and/or the Secretary, or any duly appointed successors or acting officers as the case may be, are hereby authorized and directed to execute the tax certificate required by Section 148 of the Code and the regulations promulgated thereunder. The Township covenants that it will comply with the requirements of Section 148 of the Code, and regulations promulgated thereunder, continuously during the term of the Bonds.

SECTION 17. QUALIFIED TAX-EXEMPT OBLIGATION. The Township hereby designates or deems designated the Township of Hampton, General Obligation Bonds, Series of 2021 as "qualified tax-exempt obligations" for purposes of and within the meaning of Section 265(b)(3) of the Code, which deals with the interest on debt purchased or carried by financial institutions. The Township reasonably anticipates that it, together with any subordinate entities, will not issue more than \$10,000,000 of tax-exempt obligations during the calendar year 2021.

SECTION 18. ADVERTISING. The action of the officers of the Council in advertising a summary of this Ordinance, as required by law, is ratified and confirmed. The officers of the Township or any of them, are authorized and directed to advertise a notice of enactment of this Ordinance in a newspaper of general circulation in the Township within fifteen (15) days after the final enactment. The Municipal Manager is hereby directed to make a copy of this Ordinance available for inspection by any citizen during normal office hours.

SECTION 19. APPOINTMENT OF PROFESSIONALS. The Township hereby appoints Dickie, McCamey & Chilcote, P.C. as Bond Counsel, in connection with the preparation, issuance and sale of the Bonds.

SECTION 20. GENERAL AUTHORIZATION. The officers and officials of the Township are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the execution, issuance, sale and delivery of the Bonds, all in accordance with this Ordinance.

SECTION 21. PAYMENT OF EXPENSES. All expenses incurred in connection with issuance of the Bonds shall be paid upon submission of appropriate invoices.

SECTION 22. OFFICIAL STATEMENT. The Preliminary Official Statement prepared with respect to the Bonds is hereby approved. The President of Council is hereby authorized to execute and approve a final Official Statement relating to the Bonds. The distribution of the Preliminary Official Statement is hereby ratified and the Underwriter is hereby authorized to use the Preliminary Official Statement and the final Official Statement in connection with the sale of the Bonds.

SECTION 23. INVESTMENT. Any moneys in the Series of 2021 Bonds Sinking Fund created hereby not required for prompt expenditure may be invested in bonds or obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America or may be deposited at interest in time accounts or certificates of deposit or other interest bearing accounts of any bank or bank and trust company, savings and loan association or building and loan association. To the extent that such deposits are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits, except that

moneys held by the Sinking Fund Depository may be secured as trust funds. Any such investments or deposits shall mature or be subject to redemption at the option of the owner, or be subject to withdrawal at the option of the depositor, not later than the date upon which such moneys are required to be paid to the registered owners of the Bonds.

SECTION 24. AUTHORIZATION OF OFFICERS. Any authorization granted to, power conferred on, or direction given to the President or Secretary of Council, shall be deemed to run to the Vice President and Assistant or Acting Secretary, respectively, as if such latter titles had been expressly included in the text hereof which grants such authorization, confers such power or gives such direction.

SECTION 25. BOND FORM. The form of the Bonds shall be substantially as follows:

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY
TOWNSHIP OF HAMPTON
GENERAL OBLIGATION BOND, SERIES OF 2021

No. R-

Interest Rate:

CUSIP:

Maturity Date:

Original Delivery Date:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Township of Hampton, County of Allegheny, Commonwealth of Pennsylvania (the "Township"), for value received and intending to be legally bound, promises to pay to the registered owner shown hereon or its registered assigns the principal amount shown hereon on the maturity date stated above upon presentation and surrender of this Bond at the

principal corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent") in Pittsburgh, Pennsylvania, and to pay interest thereon at the rate stated above from the most recent February 1 or August 1 to which interest has been paid or provided for (or from date of delivery if the date of this Bond is prior to _____) semiannually on _____ and on each February 1 and August 1 after the date hereof until payment of said principal amount has been made or provided for.

The principal of, premium, if any, and interest on this Bond are payable in such coin or currency of the United States of America as at the time and place of payment is legal tender for payment of public and private debts, at the principal corporate trust office of the Paying Agent; provided, that interest will be paid by check mailed to the person who is the registered owner on the appropriate record date at his address as it appears on the Bond Register described below, unless written demand is made by such person for payment in legal tender at such office.

So long as the Bonds are book-entry bonds, as defined in the Ordinance, and CEDE & Co., as nominee of the Depository Trust Company ("DTC"), is the registered owner thereof, all payments of the principal of and interest on the Bonds shall be made in the manner provided in the DTC Representation Letter from the Township to DTC dated June 3, 2011.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HERE.

This Bond shall not be valid or become obligatory for any purposes unless the certificate of authentication hereon shall have been signed by the manual signature of a signatory of the Paying Agent.

IN WITNESS WHEREOF, the Township has caused this Bond to be duly executed in its name by the true or facsimile signature of the President of Township Council attested by the true or facsimile signature of its Secretary and the true or facsimile of its seal to be printed hereon.

ATTEST:

TOWNSHIP OF HAMPTON

SECRETARY

COUNCIL PRESIDENT

(SEAL)

(FORM OF PAYING AGENT'S AUTHENTICATION
CERTIFICATE FOR FACE OF BOND)

Paying Agent's Authentication Certificate

This Bond is one of the Township of Hampton, General Obligation Bonds, Series of 2021, described in the within-mentioned Ordinance. The Text of Opinion printed hereon is the text of the opinion of Dickie, McCamey & Chilcote, P.C., Bond Counsel, of Pittsburgh, Pennsylvania, an executed counterpart of which, dated the date of original delivery of and payment for the Township of Hampton, General Obligation Bonds, Series of 2021, of which this is one, is on file at the principal corporate trust office of the undersigned.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____
AUTHORIZED SIGNATORY

Date of Authentication: _____

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entirety

JT TEN - as joint tenants with right of survivorship and not as tenants in common.

UNIF GIFT MIN ACT - _____ Custodian _____ under Uniform Gifts to Minors Act
(Cust) (Minor)

Act _____
(State)

Additional abbreviations may also be used though not in list above.

(REVERSE SIDE OF BOND)

This Bond is one of a duly authorized issue of \$_____ principal amount, Township of Hampton, General Obligation Bonds, Series of 2021 (hereinafter called the "Bonds") of the Township all issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as amended (the "Act"), without the assent of the electors, pursuant to an Ordinance (the "Ordinance") of the Council of the Township enacted on _____, 2020. The Bonds are issued for the purposes of paying the costs of the Projects, paying the costs of the Refunding and paying the costs of issuing the Bonds.

Interest payable on any interest payment date will, as provided in the Ordinance, be paid to the person in whose name this Bond is registered on the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date (the "Record Date"). Any such interest which is not deposited with the Paying Agent on or before any such interest payment date for payment to the holders of record on the Record Date shall forthwith cease to be payable to the registered owner on the Record Date, and shall be paid to the person in whose name this Bond is registered on a special record date for the payment of such defaulted interest to be fixed by the Paying Agent (the "Special Record Date"), notice whereof shall be given to registered owners not less than ten (10) days prior to such Special Record Date.

This Bond may be transferred or exchanged only on the Bond Register ("Bond Register") maintained by the Township at the principal corporate trust office of the Paying Agent upon surrender hereof by the registered owner at such office duly endorsed by, or accompanied by a written instrument of transfer duly executed by the registered owner or his duly authorized agent or legal representative in each case, in form and with a guaranty

of signature satisfactory to the Township and the Paying Agent. Upon any such transfer or exchange a new registered Bond or Bonds in the same aggregate principal amount will be issued to the transferee.

No service charge shall be made for any transfer or exchange of any Bond, but the Township may require payment of any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Subject to the provisions of this Bond and of the Ordinance relating to payment of interest, the Township and the Paying Agent may treat the person in whose name this Bond is registered as the absolute owner thereof, for all purposes, whether or not this Bond shall be overdue, and neither the Township nor the Paying Agent shall be affected by any notice to the contrary.

The Township pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Paying Agent to use such numbers in notices, if any, as a convenience to registered owners. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND, OR FOR ANY CLAIM BASED HEREON OR UPON THE ORDINANCE AGAINST ANY MEMBER, OFFICER OR EMPLOYEE, PAST, PRESENT OR FUTURE, OF THE TOWNSHIP OR OF ANY SUCCESSOR BODY, AS SUCH, EITHER DIRECTLY OR THROUGH THE TOWNSHIP OR ANY SUCH SUCCESSOR BODY, UNDER ANY CONSTITUTIONAL PROVISION, STATUTE OR RULE OF LAW, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR BY ANY

LEGAL OR EQUITABLE PROCEEDING OR OTHERWISE, AND ALL SUCH LIABILITY OF SUCH MEMBERS, OFFICERS OR EMPLOYEES BEING RELEASED AS A CONDITION OF AND AS CONSIDERATION FOR THE ISSUANCE OF THIS BOND.

The Bonds maturing on or after _____ are subject to redemption prior to maturity in whole or in part, in \$5,000 increments, (and if in part, in such order of maturity as the Township shall select and within a maturity by lot) at any time on or after _____ at the option of the Township, at a price of 100% of the principal amount, plus accrued interest thereon to the date fixed for redemption.

The Bonds are subject to mandatory redemption prior to maturity by lot, at a redemption price of 100% of the principal amount thereof plus accrued interest to the date fixed for redemption, on January 1 of each of the following years and in the following principal amounts:

Redemption Date

**Principal Amount
to be Redeemed**

**Stated Maturity*

In lieu of such mandatory redemption, the Paying Agent on behalf of the Township, may purchase, from money in the Sinking Fund, or the Township may tender to the Paying Agent, all or part of the Bonds subject to be drawn for redemption in any such year.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the Township to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Township is within every debt limit and other limit prescribed by the constitution and the statutes of the Commonwealth of Pennsylvania and applicable to the Township; and that the Township has established with the Paying Agent as Sinking Fund Depository a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable.

This Bond is hereby declared to be a general obligation of the Township. The Township, in the Ordinance authorizing the issuance of the series of bonds of which this Bond is one, has covenanted with the registered owners, from time to time, of the Bonds that the Township will include the amount of the debt service charges on the Bonds for each fiscal year in which such sums are payable, in its budget for that year, that it will appropriate such amounts to the payment of such debt service, and will duly and punctually pay or cause to be paid the principal of every Bond, and the interest thereon, at the dates and places and in the manner stated in the Bond according to the true intent and meaning thereof, and for such

budgeting, appropriation and payment, the Township has pledged its full faith, credit and taxing power. This covenant is specifically enforceable.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____ (the "Transferee")

Please Insert Social Security or other identifying number of Transferee

Please print or typewrite name and address
including postal zip code of Transferee.

_____ the within Bond and all
rights thereunder, and hereby irrevocably constitutes and appoints
_____, Agent to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature(s) to this assignment must correspond with the name(s) as written upon the face of the Bond, in every particular, without alteration or enlargement, or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust and the name of the trustee should be supplied. Signature(s) must be guaranteed by an approved eligible guarantor institution which is a participant in a Securities Transfer Association recognized signature guarantee program. Notarized or witnessed signatures are not acceptable.

SECTION 26. CLEARING ACCOUNT. The Paying Agent is hereby authorized and directed to open for and on behalf of the Township a Clearing Account into which it shall deposit proceeds of the Bonds. The Paying Agent is authorized hereby to receipt for funds deposited to the Clearing Account, to transfer funds from the Clearing Account and to draw checks on such accounts in accordance with the direction of the Township for payment of costs of issuance, and such other actions as shall be necessary or advisable to complete the settlement of the Bonds.

SECTION 27. OFFICIAL STATEMENT. The Preliminary Official Statement with respect to the Bonds presented as part of these proceedings and ordered filed with the permanent records thereof is hereby approved and adopted for use in connection with the underwriting of the Bonds by the Underwriter and the offer, sale and purchase of the Bonds. Such Preliminary Official Statement, for purposes of SEC Rule 15c2-12(b)(1), is deemed by the Township to be final as of its date but is subject to completion in a final official statement as to offering price, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, redemption provisions and such other terms as are specified in the Purchase Proposal accepted at this meeting. The President of Council is hereby authorized to execute and approve a final Official Statement relating to the Bonds. The form of and the distribution of the Preliminary Official Statement is hereby ratified and the Underwriter is hereby authorized to use the Preliminary Official Statement and the final Official Statement in connection with the sale of the Bonds.

SECTION 28. CONTINUING DISCLOSURE UNDERTAKING. In order to enable the Participating Underwriter to comply with the provisions of SEC Rule 15c2-12(b)(5), the Township hereby covenants and agrees that it will comply with and carry out all of the

provisions of a Continuing Disclosure Certificate. Notwithstanding any other provision of this Ordinance, failure of the Township to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Township to comply with its obligations under this Section. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes. "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Township and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. "Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

SECTION 29. REBATE FUND. There is hereby established a Rebate Fund for the Bonds within which the Township or its agent may establish an account or accounts designated "Township of Hampton, General Obligation Bonds, Series of 2021 Rebate Account." Within the Rebate Fund (or, if Accounts are established, within each Account) there is hereby created and established a Rebate Principal Account (or subaccount) and a Rebate Income Account (or subaccount). Within fifteen (15) days after each anniversary date of the issuance of the Bonds, the Township shall prepare and file a report setting forth for the Rebate Fund, the total amount invested in the Fund and any Accounts during the preceding Bond year, the investments made with the moneys in the Fund and any Accounts and the investment

earnings and losses resulting from such investments, together with such additional information concerning such investments as shall be reasonably necessary. The Township shall make deposits to and disbursements from the Rebate Fund in accordance with the provisions hereof and the investment instructions to be delivered on the date the Bonds are issued (the "Closing"). The Township shall invest the Rebate Fund pursuant to instructions given to it by the Township in investments complying with the Code requirements and shall deposit income from such investments immediately upon receipt thereof in the Rebate Income Account (or subaccount). The immediately preceding sentence of this Section and the following paragraphs hereof may be superseded or amended by new investment instructions delivered to the Township and accompanied by an opinion of Bond Counsel addressed to the Township to the effect that the use of such new investment instructions will not cause the interest on the Bonds to become taxable to the recipient thereof under Section 103 or Section 148 of the Code.

If a withdrawal from the Rebate Principal Account (or subaccount) is permitted, the amount withdrawn shall be deposited in the Sinking Fund for the benefit of the Township. Records of the determinations required by this Section shall be retained by the Township until six (6) years after the Bonds are no longer outstanding.

Not later than thirty (30) days after the end of the fifth Bond year (the fifth anniversary date of the issuance of the Bonds) and every five (5) years thereafter the Township shall pay to the United States at least ninety percent (90%) of the amount required to be on deposit in the Rebate Principal Account (or subaccount) as of such payment date and one hundred percent (100%) of the amount on deposit in the Rebate Income Account (or subaccount) at such payment date.

Not later than thirty (30) days after the final retirement of the Bonds (whether at maturity, upon redemption or by acceleration), the Township shall pay to the United States one hundred percent (100%) of the balance remaining in the Rebate Principal Account (or subaccount) and the Rebate Income Account (or subaccount). Each payment required to be made to the United States pursuant to this Section shall be filed with the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255. Each payment shall be accompanied by a copy of the Form 8038 originally filed with respect to the Bonds and a statement summarizing the determination of the amount to be paid to the United States.

If there is any deficiency in amounts required to be paid to the United States, the Township shall immediately pay such amount to the Rebate Fund. Notwithstanding the foregoing provisions concerning the Rebate Fund and payment of amounts therein to the United States, in the event that the Township receives an opinion of Bond Counsel addressed to the Township to the effect that all or a portion of such payment is not required to be made, such payment or portion thereof need not be made.

For these purposes, "gross proceeds" means all amounts received at settlement, except accrued interest on the Bonds deposited to the Sinking Fund, and "nonpurpose investment" means any investment property acquired with the gross proceeds of the Bonds and not required to carry out the governmental purpose of the Bonds.

SECTION 30. MUNICIPAL BOND INSURANCE. The Township may enter into a binding agreement with a municipal bond insurance provider to procure a commitment for municipal bond insurance, insuring the payment when due of principal of and interest on the Bonds, effective as of the date on which the Bonds are issued (the "Policy"). The President or Vice President and the Secretary of the Township and any other officers are authorized to

execute all necessary documents to enable the Township to procure the Policy, subject to review by Bond Counsel and the Township Solicitor.

SECTION 31. SEVERABILITY. In the event any provision, section, sentence, clause or part of this Ordinance is determined by a court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect the validity or effect of the remaining provisions hereof.

SECTION 32. REPEALER. All ordinances or parts thereof not in accordance with this Ordinance are hereby repealed insofar as they conflict herewith.

SECTION 33. EFFECTIVE DATE. This Ordinance shall take effect upon its enactment and certification.

ENACTED into Law by the Council of the Township of Hampton on _____, 2020,
in lawful session assembled, a full quorum being present.

ATTEST:

TOWNSHIP OF HAMPTON

Secretary

By: _____
Council President

(SEAL)

CERTIFICATE

I, the undersigned, Secretary of the Township of Hampton, Allegheny County, Pennsylvania do hereby certify that the foregoing and attached is a true and correct copy of an Ordinance of said Township which was duly enacted by the affirmative vote of a majority of the members of the Township Council of said Township at a meeting thereof duly called and held on _____, 2020 with said members voting in the following manner:

MEMBER:	YES	NO	ABSTAIN	ABSENT
Michael Peters, President	—	—	—	—
Carolynn Johnson, Vice President	—	—	—	—
Bethany Blackburn	—	—	—	—
Joseph Daugherty	—	—	—	—
M. Richard Dunlap	—	—	—	—

I hereby further certify that proper notices before and after its adoption were duly published, as required by law, in a newspaper of general circulation, published or circulating in the Township and that the same was duly recorded in the Ordinance Book of said Township, and that said Ordinance has not been amended, modified or rescinded, and is still in full force and effect.

WITNESS my hand and seal of the Township of Hampton this ____ day of _____,
2020.

TOWNSHIP OF HAMPTON

By: _____
Secretary

[TOWNSHIP SEAL]

11654857.1