

ORDINANCE NO 206 - 2012
OF THE BOARD OF SUPERVISORS
OF THE TOWNSHIP OF TILDEN,
BERKS COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF TILDEN, BERKS COUNTY, PENNSYLVANIA (THE "TOWNSHIP"), SETTING FORTH ITS INTENT TO ENTER INTO A FIRST AMENDMENT TO AGREEMENT TO REIMBURSE SHARE OF DEBT SERVICE AND SEWAGE EXPANSION COSTS (THE "AGREEMENT") WITH THE BOROUGH OF HAMBURG (THE "BOROUGH") AND THE HAMBURG MUNICIPAL AUTHORITY (THE "AUTHORITY") TO REIMBURSE THE TOWNSHIP'S SHARE OF DEBT SERVICE FOR THE HAMBURG MUNICIPAL AUTHORITY OF BERKS COUNTY GUARANTEED SEWER REVENUE BONDS, SERIES OF 2011 (THE "BONDS") FOR A PORTION OF DEBT SERVICE OTHERWISE OWED BY THE AUTHORITY AND THE BOROUGH, SUCH DEBT SERVICE TO BE PAID BY THE TOWNSHIP BASED UPON A PRINCIPAL AMOUNT OF ONE MILLION NINE HUNDRED FORTY-ONE THOUSAND SIXTY DOLLARS (\$1,941,060.00), BEING THE AMOUNT REQUIRED FOR REFUNDING CERTAIN OBLIGATIONS INCURRED BY THE AUTHORITY, BOROUGH AND TOWNSHIP PURSUANT TO THE HAMBURG MUNICIPAL AUTHORITY OF BERKS COUNTY GUARANTEED SEWER REVENUE BONDS, SERIES OF 2006, WHICH HAD BEEN ISSUED FOR THE FINANCING OF THE EXPANSION OF THE HAMBURG SEWER TREATMENT PLANT (THE "CAPITAL PROJECT"), PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, AS RE-ENACTED, AMENDED AND SUPPLEMENTED (THE "ACT"); DETERMINING THAT SUCH AGREEMENT SHALL EVIDENCE NONELECTORAL DEBT OF THIS TOWNSHIP; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS TO FINANCE A PROJECT OF THIS TOWNSHIP WHICH CONSISTS OF, AMONG OTHER THINGS, (A) THE AGREEMENT FOR THE REIMBURSEMENT OF THE AUTHORITY FOR DEBT SERVICE, COSTS AND EXPENSES OF THE BONDS, AND (B) THE PAYMENT OF THE COSTS AND EXPENSES OF THE EXECUTION OF THE AGREEMENT; SETTING FORTH A REASONABLE ESTIMATE OF THE USEFUL LIFE OF THE CAPITAL PROJECT; MAKING CERTAIN FINDINGS WITH RESPECT TO THE PROJECT; FIXING THE AMORTIZATION AND PAYMENT SCHEDULE; SETTING FORTH THE SUBSTANTIAL FORM OF THE AGREEMENT EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH AGREEMENT; PROVIDING COVENANTS RELATED TO THE PAYMENT OF DEBT SERVICE APPLICABLE TO SUCH AGREEMENT TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS TOWNSHIP IN SUPPORT THEREOF; PROVIDING A COVENANT TO ENSURE PROMPT AND FULL PAYMENT FOR SUCH AGREEMENT WHEN DUE;

AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THIS TOWNSHIP TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS TO EFFECT THE EXECUTION OF THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF OTHER SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, ALL AS REQUIRED BY THE ACT; AUTHORIZING AND DIRECTING THE FILING OF CERTAIN EXCLUSION PROCEEDINGS AS SPECIFIED IN THE ACT (IF APPLICABLE); DECLARING THAT THE DEBT TO BE EVIDENCED BY SUCH AGREEMENT, TOGETHER WITH ALL OTHER INDEBTEDNESS OF THIS TOWNSHIP, WILL NOT BE IN EXCESS OF ANY APPLICABLE LIMITATION IMPOSED BY THE ACT; AUTHORIZING PROPER OFFICERS OF THIS TOWNSHIP TO DELIVER THE AGREEMENT UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR RESOLUTIONS INSOFAR AS THE SAME SHALL BE INCONSISTENT; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, the Township of Tilden, Berks County, Pennsylvania (the "Township") is a political subdivision and a local government unit of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, portions of the Township are serviced by sewage facilities owned and operated by the Hamburg Municipal Authority of Berks County (the "Authority") and the Borough of Hamburg (the "Borough"); and

WHEREAS, this Township desires to incur debt to fund a capital project of the Township, the Authority and the Borough, in accordance with the terms and provisions of the Local Government Unit Debt Act of the Commonwealth, as re-enacted, amended and supplemented (the "Act") through the First Amendment to Agreement to Reimburse Share of Debt Service and Sewage Expansion Costs by the Township with the Authority and Borough whereby the Township agrees to reimburse the Authority and the Borough for a portion of debt service otherwise owed by the Authority and the Borough, for the Authority's Guaranteed Sewer Revenue Bonds, Series of 2011 (the "Bonds") for the refunding of the balance of debt owed pursuant to the Guaranteed Sewer Revenue Bonds, Series of 2006 based upon a principal amount of One Million Nine Hundred Forty-One Thousand Sixty Dollars (\$1,941,060.00) (the "Agreement"); and

WHEREAS, the Board of Supervisors of the Township (the "Board"), in contemplation of the execution of the Agreement has determined that the Agreement is in the best financial interests of this Township; and

WHEREAS, the Board has determined to enter into such Agreement which is to be conditioned upon, among other things, the receipt of approval from the Department of Community and Economic Development (the "Department") relating to the incurring of the indebtedness to be evidenced by the Agreement; and

WHEREAS, the Board has determined to and desires to enter into the Agreement and to incur nonelectoral debt pursuant to the provisions of the Act

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of Supervisors of the TOWNSHIP OF TILDEN, BERKS COUNTY, PENNSYLVANIA, in lawful session duly assembled, as follows:

Section 1. Pursuant to the provisions of this Ordinance, the Board hereby authorizes and directs the execution of the Agreement. In connection therewith, the Board hereby finds and determines that the Agreement is in the best financial interests of this Township.

Section 2. The Board determines that the debt to be incurred pursuant to this Ordinance, and which will be evidenced by the Agreement, shall be nonelectoral debt of this Township.

Section 3. A brief description of the Project to be financed pursuant to the Agreement is as follows:

- (A) the Agreement for the reimbursement of the Authority for debt service, costs and expenses of the Bonds; and
- (B) the payment of the costs and expenses of the execution of the Agreement.

All of the foregoing is collectively referred to herein as the "Project." The realistic estimated useful life of the Capital Project financed is in excess of thirty (30) years. It is hereby certified that an aggregate principal amount of the Agreement at least equal to the realistic estimated cost of each component of the Project shall mature prior to the end of the useful life of the Capital Project.

The Board of this Township hereby authorizes and directs its officers, agents and employees to execute all documents and take all actions necessary in connection with the Project.

Section 4. Subject to the approval of the Department, as required by the provisions of the Act, the Board shall and does hereby authorize the acceptance of the

Agreement in accordance with the terms and conditions of this Ordinance and the Agreement. The authorized officers of the Township are hereby authorized and directed to accept, to execute and to deliver the Agreement in the name and on behalf of this Township, and the Secretary or Assistant Secretary, as appropriate, of this Township is hereby authorized and directed to attest to such acceptance and execution and to affix the seal of this Township to the Agreement, if necessary. A copy of the Agreement, as presented to this Board and accepted by this Ordinance, is incorporated herein by reference and shall be attached as Exhibit A to this Ordinance and maintained with the minutes of this meeting.

Section 5. The Agreement, when issued, will be a general obligation of this Township.

Section 6. Installments of principal on the Agreement shall be payable as provided in the attached amortization schedule.

Section 7. The Agreement shall be in substantially the form set forth in Exhibit "A", with appropriate insertions, omissions and variations.

Section 8. The Agreement shall be executed in the name and on behalf of this Township by the Chairman or Vice Chairman of the Board and the official seal of this Township shall be affixed thereunto, duly attested by the signature of the Secretary or Assistant Secretary of this Township. Said officers are authorized and directed to execute, attest, seal and deliver the Agreement.

Section 9. This Township covenants to and with the Borough and Authority, from time to time, that this Township: (i) shall include the amount of the debt service for the Agreement for each fiscal year in which such sums are payable in its budget in each fiscal year of this Township; (ii) shall appropriate from its general revenues in each such fiscal year the amount required to pay debt service on the Agreement for such year; and (iii) shall duly and punctually pay or cause to be paid from its revenues or funds the principal amount of the Agreement and any interest due thereon at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this Township shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Act, the foregoing covenant of this Township shall be specifically enforceable.

Section 10. Proper officials of this Township, and, if applicable, their duly qualified respective successors, are hereby authorized and directed, in the name and on behalf of this Township: (a) to prepare, execute and certify the debt statement and borrowing base certificate required by the Act; (b) to prepare and to file with the Department any statements required by the Act that are necessary to qualify all or any

portion of the debt of this Township, which is subject to exclusion as self-liquidating or subsidized debt, for exclusion from the appropriate debt limit of this Township as self-liquidating or subsidized debt; (c) to prepare, execute, certify and file any statements or exclusion proceedings with the Department as authorized and required by Section 8103 and Subchapter B of Chapter 80 of the Act which are necessary to qualify all or any portion of the debt for exclusion from the appropriate debt limit as self-liquidating debt or subsidized debt; (d) to prepare, execute and file with the Department, as required by the Act, a duly attested copy of this Ordinance, with proofs of proper publication, the accepted Agreement and a complete and accurate transcript of the proceedings relating to the incurring of the debt to be evidenced by the Agreement, including the debt statement and borrowing base certificate; (e) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; (f) to pay or to cause to be paid from proceeds of the Agreement or otherwise, all costs and expenses incurred by this Township in connection with the execution and approval of the Agreement; (g) to advertise the enactment of this Ordinance, as required by the Act; and (h) to take any and all other necessary action, and to execute and deliver any and all documents and other instruments, required or permitted by the Act or by the Agreement, or which they, in their sole discretion, may deem necessary, proper or desirable to effect the execution of the Agreement, to the extent not inconsistent with this Ordinance or applicable law.

Section 11. It is hereby declared that the debt to be evidenced by the Agreement, together with all other indebtedness of this Township, is not in excess of any applicable limitation imposed by the Act upon the incurring of debt by this Township.

Section 12. The proper officers of this Township are hereby authorized and directed to deliver the Agreement to the Borough and Authority and to pay or cause to be paid the costs of issuance of the Agreement; provided, however, that such delivery and such payments shall be effected only after the Department has certified its approval pursuant to the Act.

Section 13. 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 Township that the remainder of this Ordinance shall remain in full force and effect.

Section 14. All ordinances or resolutions or parts of ordinances or resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.

Section 15. This Ordinance shall be effective in accordance with the Act.

DULY ENACTED AND ORDAINED THIS 10th DAY OF JANUARY, 2012 BY
THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF TILDEN, BERKS COUNTY,
PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

TOWNSHIP OF TILDEN,
Berks County, Pennsylvania

By: Russell H. Kelly
(Vice) Chairman

(SEAL)

Attest: Jacq. J. Dreyer
(Assistant) Secretary

EXHIBIT "A"

**FIRST AMENDMENT TO AGREEMENT TO REIMBURSE SHARE
OF DEBT SERVICE AND SEWAGE EXPENSION COSTS**

FIRST AMENDMENT TO
AGREEMENT TO REIMBURSE SHARE OF DEBT SERVICE
AND SEWAGE EXPANSION COSTS

THIS FIRST AMENDMENT TO REIMBURSE SHARE OF DEBT SERVICE
AND SEWAGE EXPANSION COSTS, is made as this ____ day of December, 2011, between
and among HAMBURG MUNICIPAL AUTHORITY OF BERKS COUNTY, of 61 North 3rd
Street, Hamburg, Berks County, Pennsylvania (hereinafter referred to as "Authority"),
incorporated under the Pennsylvania Municipal Authorities Act of 1945, as amended; and the
BOROUGH OF HAMBURG, a Pennsylvania municipality of 61 North 3rd Street, Hamburg,
Berks County, Pennsylvania (hereinafter referred to as the "Borough"),

AND

TOWNSHIP OF TILDEN, Berks County, Pennsylvania, a Township of the Second Class,
organized and existing pursuant to the Pennsylvania Second Class Township Code, with its
office located at 874 Hex Highway, Hamburg, Tilden Township, Berks County, Pennsylvania
19526 (hereinafter referred to as "Tilden").

WITNESSETH:

WHEREAS, Authority is the owner of a Sewer System including the Treatment Plant
located in the Borough of Hamburg, Berks County, Pennsylvania (hereinafter referred to as the
"Authority Sewage System"); and

WHEREAS, Borough is the operator of the Authority Sewage System; and

WHEREAS, Tilden, pursuant to an Agreement dated December 1, 1992 (the
"Agreement"), and a First Addendum to that Agreement dated July 25, 2001 (the "First

Addendum”), among the parties hereto, currently discharges sanitary sewage into the Authority Sewer System; and

WHEREAS, the Authority, the Borough and Tilden are parties to that certain Agreement to Reimburse Share of Debt Service and Sewage Expansion Costs made on or about May 15, 2006 (the “Original Agreement”, and as amended by this Amendment, the “Agreement”) pursuant to which Tilden pledged its full faith and credit and taxing power for the reimbursement of the amounts of debt set forth therein with respect to the costs of expansion of the design capacity of the treatment plant of the Authority Sewer System, including design and engineering costs and the cost of the expansion of the Pine Street pumping station (collectively, the “Expansion Project”); and

WHEREAS, to fund a portion of the Expansion Project, the Authority issued its Guaranteed Sewer Revenue Bonds, Series of 2006 in the original principal amount of \$4,230,000.00, pursuant to a Trust Indenture dated as of May 15, 2006 (the “2006 Bonds”); and

WHEREAS, pursuant to the terms of the Original Agreement, Tilden has agreed to pay such portion of the 2006 Bonds in an amount equal to fifty six and one-tenth percent (56.1 %) of total costs of the Expansion Project; and

WHEREAS, the Authority intends to refinance and refund the 2006 Bonds and issue a series of bonds to be called the Hamburg Municipal Authority of Berks County Guaranteed Sewer Revenue Bonds, Series of 2011 (the “2011 Bonds”) to provide for present value savings on the debt service on the 2006 Bonds.

WHEREAS, the parties desire to amend the Original Agreement to provide that Tilden shall pay to the Authority fifty six and one-tenth percent (56.1%) of the debt service payments due and payable under the 2011 Bonds (together with the corresponding percentage of

a loan made by the Pennsylvania Department of Community and Economic Development to the Borrower in the amount of \$3,890,000 (the "PennWorks Loan")) when debt service payments are due in accordance with the provisions of the Agreement.

NOW, THEREFORE, the parties hereto intending to be legally bound agree as follows:

1. Amendment to Debt Service Reimbursement

In addition to the debt service reimbursement requirements of Tilden set forth in the Original Agreement with respect to the PennWorks Loan, the Authority intends to issue the 2011 Bonds in the total principal amount of Four Million Five Thousand Dollars (\$4,005,000.00) of which only Three Million Four Hundred Sixty Thousand Dollars (\$3,460,000.00) shall be dedicated to the financing of the Expansion Project (the "Expansion Debt") and of which Five Hundred Forty-Five Thousand Dollars (\$545,000.00) shall be dedicated to refunding of the Authority's existing debt unrelated to the Expansion Project. Tilden's engineer and the Authority's engineer have calculated the total portion of said Expansion Debt for Tilden as being fifty six and one-tenth percent (56.1%) and will calculate the portion of said Expansion Debt which Tilden shall pay to the Authority when debt service payments are due in accordance with the provisions of this Agreement. Tilden shall pay such portion of the Expansion Debt as so calculated at least ten (10) days prior to the due date of each of the Authority's debt service payments. In the event that Tilden's failure to pay its portion of the Expansion Debt on a timely basis results in the Authority being assessed a late payment penalty by Authority's lender, Tilden shall pay the late payment penalty so assessed. Tilden's portion of the Expansion Debt shall be due and payable by Tilden to the Authority regardless of the amount of sewage being discharged by Tilden into the Authority's Sewer System. Tilden hereby pledges its full faith and credit to Hamburg and the Authority that such payments will be made and backs such payments with a

pledge of its taxing power to enact municipal taxes in such amount as to assure the payments required hereunder.

2. Replacement Indebtedness. For the purposes of this Agreement, Tilden's obligation to pay its portion of said Expansion Debt to the Authority shall apply to any subsequent refinancing of the 2011 Bonds in the event that the Authority desires to refinance the 2011 Bonds in order to provide for additional debt service savings.

3. Costs. The Authority agrees to reimburse Tilden for its reasonable costs incurred in connection with the preparation and filing of documents with the Department of Community and Economic Development ("DCED") of the Commonwealth of Pennsylvania required by the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 et. seq., as amended (the "Act") in connection with the execution and delivery of the Amendment.

4. Ratification. Except as otherwise expressly amended hereby, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Amendment the day and year first above written.

HAMBURG MUNICIPAL AUTHORITY OF BERKS COUNTY

BY: _____

ATTEST: _____

BOROUGH OF HAMBURG

BY: _____

ATTEST: _____

TOWNSHIP OF TILDEN

BY: Runell H. Werly

ATTEST: _____

EXHIBIT "B"

DEBT SERVICE SCHEDULE

BOND DEBT SERVICE
Hamburg Municipal Authority
Refunding Gtd Sewer Revenue Bonds, Series of 2006 - New Money Portion - TILDEN

Period Ending	Principal	Coupon	Interest	DSRF	Debt Service	Annual Debt Service
04/01/2012			18,996.50		18,996.50	
10/01/2012	8,415	0.550%	32,258.20	(5,798.44)	34,874.76	53,871.26
04/01/2013			32,235.06		32,235.06	
10/01/2013	58,905	1.000%	32,235.06	(5,798.44)	85,341.62	117,576.68
04/01/2014			31,940.54		31,940.54	
10/01/2014	56,100	1.250%	31,940.54	(5,798.44)	82,242.10	114,182.63
04/01/2015			31,589.91		31,589.91	
10/01/2015	61,710	1.500%	31,589.91	(5,798.44)	87,501.47	119,091.38
04/01/2016			31,127.09		31,127.09	
10/01/2016	61,710	1.750%	31,127.09	(5,798.44)	87,038.65	118,165.73
04/01/2017			30,587.12		30,587.12	
10/01/2017	58,905	2.000%	30,587.12	(5,798.44)	83,693.68	114,280.81
04/01/2018			29,998.07		29,998.07	
10/01/2018	64,515	2.200%	29,998.07	(5,798.44)	88,714.63	118,712.71
04/01/2019			29,288.41		29,288.41	
10/01/2019	61,710	2.500%	29,288.41	(5,798.44)	85,199.97	114,488.38
04/01/2020			28,517.03		28,517.03	
10/01/2020	67,320	2.750%	28,517.03	(5,798.44)	90,038.59	118,555.63
04/01/2021			27,591.38		27,591.38	
10/01/2021	70,125	3.050%	27,591.38	(5,798.44)	91,917.94	119,509.33
04/01/2022			26,521.98		26,521.98	
10/01/2022	70,125	3.050%	26,521.98	(5,798.44)	90,848.54	117,370.51
04/01/2023			25,452.57		25,452.57	
10/01/2023	72,930	3.300%	25,452.57	(5,798.44)	92,584.13	118,036.70
04/01/2024			24,249.23		24,249.23	
10/01/2024	75,735	3.300%	24,249.23	(5,798.44)	94,185.79	118,435.01
04/01/2025			22,999.60		22,999.60	
10/01/2025	78,540	3.500%	22,999.60	(5,798.44)	95,741.16	118,740.76
04/01/2026			21,625.15		21,625.15	
10/01/2026	78,540	3.500%	21,625.15	(5,798.44)	94,366.71	115,991.86
04/01/2027			20,250.70		20,250.70	
10/01/2027	84,150	3.750%	20,250.70	(5,798.44)	98,602.26	118,852.96
04/01/2028			18,672.89		18,672.89	
10/01/2028	84,150	3.750%	18,672.89	(5,798.44)	97,024.45	115,697.33
04/01/2029			17,095.07		17,095.07	
10/01/2029	89,760	4.000%	17,095.07	(5,798.44)	101,056.63	118,151.71
04/01/2030			15,299.87		15,299.87	
10/01/2030	92,565	4.000%	15,299.87	(5,798.44)	102,066.43	117,366.31
04/01/2031			13,448.57		13,448.57	
10/01/2031	98,175	4.100%	13,448.57	(5,798.44)	105,825.13	119,273.71
04/01/2032			11,435.99		11,435.99	
10/01/2032	100,980	4.100%	11,435.99	(5,798.44)	106,617.55	118,053.53
04/01/2033			9,365.90		9,365.90	
10/01/2033	103,785	4.200%	9,365.90	(5,798.44)	107,352.46	116,718.35
04/01/2034			7,186.41		7,186.41	
10/01/2034	109,395	4.200%	7,186.41	(5,798.44)	110,782.97	117,969.38
04/01/2035			4,889.12		4,889.12	
10/01/2035	112,200	4.200%	4,889.12	(5,798.44)	111,290.68	116,179.79
04/01/2036			2,532.92		2,532.92	
10/01/2036	120,615	4.200%	2,532.92	(130,617.44)	(7,469.52)	-4,936.61
	1,941,060		1,079,055.79	(269,780.00)	2,750,335.79	2,750,335.79

CERTIFICATE

I, the undersigned, (Assistant) Secretary of the Township of Tilden, Berks County, Pennsylvania (the "Township"), hereby certify that attached hereto is a true and correct copy of an Ordinance which duly was enacted by affirmative vote of a majority of all members of the Board of Supervisors of the Township at a meeting duly advertised and held on the 10th day of December, 2011; said Ordinance duly has been recorded in the minute book of the Board of Supervisors; a notice with respect to the intent to enact said Ordinance has been published as required by law; said Ordinance was available for public inspection by any interested citizen requesting the same in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as amended, and such notice; and said Ordinance has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of Supervisors of the Township met the advance notice requirements of Act No. 1986-84 of the General Assembly of the Commonwealth of Pennsylvania, approved July 3, 1986, as amended, by advertising the time and place of said meeting in accordance therewith.

I further certify that the total number of members of the Board of Supervisors of the Township is three (3); the vote of members of the Board of Supervisors of the Township upon said Ordinance was called and duly recorded upon the minutes of said meeting; and members of the Board of Supervisors of the Township voted upon said Ordinance in the following manner:

	YES	NO	ABSENT
Russell Werley, Chairman	<u>✓</u>	_____	_____
Judy E. Romig, Vice Chairman	<u>✓</u>	_____	_____
Gene Schappell, Supervisor	_____	_____	<u>✓</u>

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township, this 10th day of January, 2012.

SEAL

TOWNSHIP OF TILDEN,
BERKS COUNTY, PENNSYLVANIA

By: Stacy L. Degler
Stacy L. Degler
Assistant Secretary