

## COUNCIL BILL NO. 1958

INTRODUCED BY: Shannon Gabriel

## ORDINANCE NO. 1855

AN ORDINANCE

OF THE COUNCIL OF THE CITY OF DUBOIS, PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT, AMENDING ORDINANCE NO. 1852 ENACTED SEPTEMBER 14, 2020, BY CLARIFYING OR ADDING PROVISIONS AND EXHIBITS RELATED TO THE DESCRIPTION OF THE PROJECT, THE TERMS OF AND SECURITY FOR THE GENERAL OBLIGATION NOTE AND THE PURCHASE OF THE NOTE BY S&T BANK.

**WHEREAS**, Members of Council (the "Governing Body") of the City of DuBois (the "Local Government Unit") adopted Council Bill No. 1952 on September 14, 2020 and it became Ordinance No. 1852 in the book of Codes for the City of DuBois. The Members of Council now wish to amend Ordinance No. 1852 as follows:

**SECTION 1.**

The first WHEREAS clause of Ordinance No. 1852 is hereby restated, in its entirety, to read as follows:

"WHEREAS, the Members of Council (the "Governing Body") of the City of DuBois (the "Local Government Unit") deem it advisable to incur nonelectoral indebtedness, pursuant to the Local Government Unit Debt Act (the "Act"), for (a) the costs of the preliminary design and final design for the construction of a new wastewater treatment plant, using a SBR treatment system; (b) the rehabilitation of main interceptors and "East Side" collection system and (c) the Comprehensive Collection System Infiltration/Inflow inspection system. The useful life of the new wastewater treatment plant and collection system is anticipated to be in excess of forty (40) years, as estimated by Christopher M. Nasuti, P.E., City Engineer."

**SECTION 2.**

Section 1.01 of Ordinance 1852 is hereby amended and restated, in its entirety, to read as follows:

"The Local Government Unit hereby authorizes the incurrence, and the increase of, nonelectoral indebtedness in the principal amount of up to \$3,500,000.00, to be evidenced by a general obligation note (the "Note"), in substantially the form attached here to as Exhibit "B", in order to pay the costs of the preliminary design and the final design of the Projects previously described as a construction on the new wastewater treatment plant, using a SBR treatment system, the design of the rehabilitation of main interceptors and "East Side" collection system and the design of the Comprehensive Collection System Infiltration/Inflow inspection system. The Note will be dated the date of delivery, and will bear interest at a tax-exempt rate of 2.15% (calculated on the basis of a three hundred sixty day year comprised of twelve 30-day months), with a default rate of not more than 6.00%, as described in the Purchase Contract and the Loan Agreement (hereinafter defined), for forty-eight (48) months only with the payment of principal due in a lump sum on the forty-ninth (49<sup>th</sup>) month. The Note shall be subject to prepayment, without penalty, at the option of the Local Government Unit upon fifteen (15) days written notice. Furthermore, the Note will be issued by S&T Bank is subject to, and its terms and conditions of payment and security further delineated by and under a loan agreement (the "Loan Agreement") substantially incorporating the terms and conditions of the Purchase Contract. The Loan Agreement, substantially in such form as the Designated Officers and the Local Government Unit's Solicitor shall approve."

**SECTION 3**

The first sentence of Section 1.02 of Ordinance 1852 is hereby amended to read as follows:

"Reasonable estimates of the costs of the Project, which are not less than the principal amount of the indebtedness authorized hereby, together with the useful life, which is estimated to be in excess of forty (40) years, of the capital assets financed and refinanced, have been obtained with the assistance of engineers, architects, financial advisors and other persons qualified by experience, specifically, Christopher M. Nasuti, P.E., City Engineer."

**SECTION 4**

Section 1.04 of Ordinance 1852 is restated, in its entirety, to read as follows:

“The Designated Officers are hereby further authorized and directed to provide to the Purchaser a copy of the audited financial statements of the Local Government Unit while the Note is outstanding upon completion of the annual audit no later than December 31<sup>st</sup> of the following year being audited. Additionally, the Designated Officers are hereby further authorized and directed to provide to the Purchaser a copy of the annual budget of the Local Government Unit while the Note is outstanding, within 30 days of the adoption of the budget.”

**SECTION 5**

Section 5 of Ordinance 1852 is restated, in its entirety, to read as follows:

“After due consideration of sundry factors, including professional assistance and current market conditions, the Local Government Unit hereby: (1) determines that a private sale by negotiation of the Note is in the best financial interest of the Local Government Unit; and (2) authorizes the Designated Officers (or their appropriate successors acting by reason of absence or other incapacity), in their sole discretion, to award the sale of the Note (or a portion thereof) to S&T Bank (the Purchaser) at par, by means of the execution of and delivery to the Purchaser of, the Purchase Contract. The execution and delivery of the Purchase Contract is hereby ratified and confirmed.”

**SECTION 6**

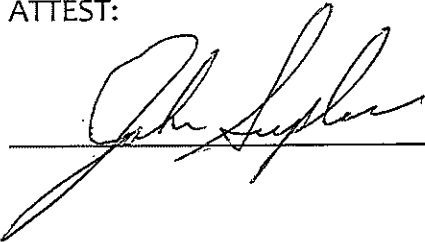
Exhibit, A of Ordinance 1852 is replaced with Exhibit A attached hereto and incorporated by reference.

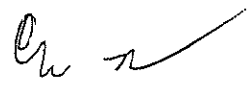
**SECTION 7**

All remaining, unchanged portions of Ordinance 1851 remain and are hereby confirmed to be in full force and effect as of the date hereof.

Duly enacted by the Governing Body of the Local Government Unit, in lawful session assembled, on the 14<sup>th</sup> of December, 2020.

ATTEST:

  
\_\_\_\_\_

By:   
\_\_\_\_\_ Edward L. Walsh  
Mayor & President of Council

PASSED BY COUNCIL:

December 14, 2020

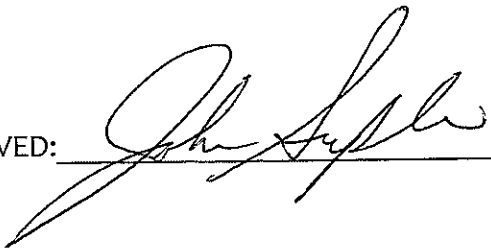
APPROVED:   
\_\_\_\_\_



Exhibit A

1852

Mr. John Suplizio  
 City Manager  
 City of Dubois  
 16 W. Scribner Ave.  
 PO Box 408  
 Dubois, PA 15801

Mr. Suplizio:

I am pleased to inform you that S&T Bank (hereinafter the "Bank") has approved the following financing request for the City of Dubois (hereinafter the "Borrower"). This offer is subject to the terms and conditions in the documents signed by the parties to evidence the loan transaction and includes, but is not limited to, the following terms and

|                               |   |
|-------------------------------|---|
| <b>Borrower:</b>              | City of Dubois  |
| <b>Amount:</b>                | \$5,500,000   |
| <b>Rate:</b>                  | 2.15% (calculated on the basis of a three hundred sixty (360) day year)   |
| <b>Interest Rate Ceiling:</b> | 6.00%   |
| <b>Commitment Fee:</b>        | None  |
| <b>Repayment:</b>             | Interest only for 36 months; then, 17 monthly principal and interest payments of approximately \$15,091.82 and one payment of all unpaid principal and accrued interest due in full at maturity |
| <b>Maturity Date:</b>         | 54 months   |
| <b>Amortization:</b>          | 25 years  |
| <b>Prepayment Penalty:</b>    | None  |
| <b>Security:</b>              | Pledge of the full faith credit and taxing power of the City  |
| <b>Guarantors:</b>            | None  |
| <b>Purpose:</b>               | To provide funding for engineering costs associated with the construction of a new sewage treatment facility.   |

800 Philadelphia Street  
 PO Box 150  
 Indiana, PA 15701

800.325.2285

sbank.com

MEMBER FDIC

City of Dubois  
 October 2, 2020  
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**Reporting:**

- a. Annual CPA Audited Financial Statements to be provided within 18 months after the City's fiscal year end.
- b. Management Prepared Financial Statements to be provided within 30 days following each quarter end.
- c. Annual budget to be provided within 30 days following Council approval.

**Conditions:**

- a. Compliance with all filings under the Local Government Unit Debt Act.
- b. Executed copy of Form 8058 G/GC
- c. In accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, the following must support the loan: (a) Loan Resolution (b) Note and Security Agreement, if required (c) Debt Statement (d) Solicitor's Certificate providing the following agreements (i) The individuals executing the note are the duly elected Officials of the City (ii) The signatures on the documents are genuine (iii) There is no litigation pending or threatened that in any manner affects the issuance and delivery of the said Notes.
- d. Language in the note to the effect that if at any time during the existence of the note it is determined that the interest paid, or to be paid, on the note is not tax-free to the bank, the interest rate on the loan will be adjusted to provide the bank with the tax effective yield, as determined by the bank.
- e. Copy of legal opinion supporting the tax-free status of the loan to the bank and a copy of the minutes approving borrowings.
- f. The borrower will reimburse the Bank for all expenses in connection with the documentation, closing and collection of this loan subject to a maximum amount of \$5,000.
- g. Borrower shall further provide any additional information that the Bank shall reasonably request.

The Borrower agrees to execute and deliver such Instruments, documents, certificates, opinions, assurances, and actions as the Bank may request, to affect the purpose of the transaction described in this commitment letter. The Bank's obligation to make the loan shall be subject to receipt by the Bank of properly executed documents in form and substance satisfactory to the Bank and Bank's counsel. All proceedings, agreements, instruments, documents, and other matters relating to the making of the loan, and all other transactions herein contemplated, shall be satisfactory to the Bank and to Bank's counsel. While our mutual efforts will be directed toward the closing of this transaction, we may require that the transaction be restructured or otherwise modified.

City of Dubois  
 October 2, 2020  
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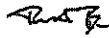
This commitment is issued in reliance on, and the validity and binding effect of this commitment shall be subject to, the accuracy of all information, representations, schedules, and other materials or data submitted by the Borrower on the Borrower's financial standing and the financial standing of the principals of the Borrower as set forth in the financial statements and other information submitted by the Borrower to the Bank and in reliance on the Borrower's statements as to the value of the Collateral and its intended usage, all of which is deemed material. Any misrepresentation of a material fact, whether intentional or otherwise, made prior to issuance of this commitment or any change of any material fact (in the business, assets, operations, or conditions, financial or otherwise, of Borrower and/or any other party guarantying or pledging collateral on behalf of the Borrower) after the issuance hereof shall, at the Bank's sole option, render this commitment void without further notice to the Borrower. In such event, the Bank, at its sole option, may elect not to close the loan.

If the terms of this loan are satisfactory, please sign, date and return the enclosed copy of this letter in the envelope provided. This commitment is effective for thirty (30) days from the date of this letter. This offer will expire if we have not closed the loan within ninety (90) days of the commitment letter date. If you have any questions or desire clarification on the conditions, please give me a call at (724) 465-1418.

This commitment cannot be assigned to any other party without the express written consent of S&T Bank.

I appreciate the opportunity to be of service to you and look forward to a mutually beneficial relationship.

Sincerely,



Timothy A. Tyger  
 Senior Vice President  
 Commercial Banking

Agreed to this 2<sup>nd</sup> day of October 2020 with the intent of being legally bound; the undersigned hereby accepts the foregoing Commitment and agrees to the terms and conditions hereof.

Proposal Accepted:

City of Dubois

By  \_\_\_\_\_



**AMORTIZATION SCHEDULE**

| Principal      | Loan Date  | Maturity   | Loan No | Call / Coll | Account | Officer | Initials |
|----------------|------------|------------|---------|-------------|---------|---------|----------|
| \$3,500,000.00 | 11-01-2020 | 05-01-2025 |         |             |         |         |          |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** City of Dubois

**Lender:** S&T BANK  
800 Philadelphia Street  
PO Box 180  
Indiana, PA 15701  
(800) 325-2265

Disbursement Date: November 1, 2020  
Interest Rate: 2.150

Repayment Schedule: Irregular  
Calculation Method: 30 /360 U.S. Rule

| Payment Number      | Payment Date | Payment Amount   | Interest Paid    | Principal Paid  | Remaining Balance |
|---------------------|--------------|------------------|------------------|-----------------|-------------------|
| 1                   | 12-01-2020   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| <b>2020 TOTALS:</b> |              | <b>6,270.83</b>  | <b>6,270.83</b>  | <b>0.00</b>     |                   |
| 2                   | 01-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 3                   | 02-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 4                   | 03-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 5                   | 04-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 6                   | 05-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 7                   | 06-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 8                   | 07-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 9                   | 08-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 10                  | 09-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 11                  | 10-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 12                  | 11-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 13                  | 12-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| <b>2021 TOTALS:</b> |              | <b>75,249.96</b> | <b>75,249.96</b> | <b>0.00</b>     |                   |
| 14                  | 01-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 15                  | 02-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 16                  | 03-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 17                  | 04-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 18                  | 05-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 19                  | 06-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 20                  | 07-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 21                  | 08-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 22                  | 09-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 23                  | 10-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 24                  | 11-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 25                  | 12-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| <b>2022 TOTALS:</b> |              | <b>75,249.96</b> | <b>75,249.96</b> | <b>0.00</b>     |                   |
| 26                  | 01-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 27                  | 02-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 28                  | 03-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 29                  | 04-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 30                  | 05-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 31                  | 06-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 32                  | 07-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 33                  | 08-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 34                  | 09-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 35                  | 10-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 36                  | 11-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 37                  | 12-01-2023   | 15,091.82        | 6,270.83         | 8,820.99        | 3,491,179.01      |
| <b>2023 TOTALS:</b> |              | <b>84,070.85</b> | <b>75,249.96</b> | <b>8,820.99</b> |                   |
| 38                  | 01-01-2024   | 15,091.82        | 6,255.03         | 8,836.79        | 3,482,342.22      |
| 39                  | 02-01-2024   | 15,091.82        | 6,239.20         | 8,852.62        | 3,473,489.60      |
| 40                  | 03-01-2024   | 15,091.82        | 6,223.34         | 8,868.48        | 3,464,621.12      |
| 41                  | 04-01-2024   | 15,091.82        | 6,207.45         | 8,884.37        | 3,455,736.75      |
| 42                  | 05-01-2024   | 15,091.82        | 6,191.53         | 8,900.29        | 3,446,836.46      |
| 43                  | 06-01-2024   | 15,091.82        | 6,175.58         | 8,916.24        | 3,437,920.22      |
| 44                  | 07-01-2024   | 15,091.82        | 6,159.61         | 8,932.21        | 3,428,988.01      |
| 45                  | 08-01-2024   | 15,091.82        | 6,143.60         | 8,948.22        | 3,420,039.79      |
| 46                  | 09-01-2024   | 15,091.82        | 6,127.57         | 8,964.25        | 3,411,075.54      |

**AMORTIZATION SCHEDULE  
(Continued)**

|                     |            |                     |                   |                     |              |
|---------------------|------------|---------------------|-------------------|---------------------|--------------|
| 47                  | 10-01-2024 | 15,091.82           | 6,111.51          | 8,980.31            | 3,402,095.23 |
| 48                  | 11-01-2024 | 15,091.82           | 6,095.42          | 8,998.40            | 3,393,098.83 |
| 49                  | 12-01-2024 | 15,091.82           | 6,079.30          | 9,012.52            | 3,384,086.31 |
| <b>2024 TOTALS:</b> |            | <b>181,101.84</b>   | <b>74,009.14</b>  | <b>107,092.70</b>   |              |
| 50                  | 01-01-2025 | 15,091.82           | 6,063.15          | 9,028.67            | 3,375,057.64 |
| 51                  | 02-01-2025 | 15,091.82           | 6,046.98          | 9,044.84            | 3,366,012.80 |
| 52                  | 03-01-2025 | 15,091.82           | 6,030.77          | 9,061.05            | 3,356,951.75 |
| 53                  | 04-01-2025 | 15,091.82           | 6,014.54          | 9,077.28            | 3,347,874.47 |
| 54                  | 05-01-2025 | 3,353,872.75        | 5,998.26          | 3,347,874.47        | 0.00         |
| <b>2025 TOTALS:</b> |            | <b>3,414,240.03</b> | <b>30,153.72</b>  | <b>3,384,086.31</b> |              |
| <b>TOTALS:</b>      |            | <b>3,836,183.57</b> | <b>336,183.57</b> | <b>3,500,000.00</b> |              |

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Exhibit  
B  
1852

CITY OF DUBOIS  
(Clearfield County, Pennsylvania)

GENERAL OBLIGATION NOTE, SERIES A OF 2020

| <u>Principal Amount</u> | <u>Interest Rate</u> | <u>Dated Date</u> | <u>Maturity Date</u> |
|-------------------------|----------------------|-------------------|----------------------|
| \$3,500,000             | 2.150%               | November 19, 2020 | December 1, 2024     |

The above named Local Government Unit, intending to be legally bound, promises to pay to the Registered Owner at its address shown on the attached registration form in such coin or currency as at the time and place of payment is legal tender for the payment of public and private debts, without any right of set-off, the just principal sum of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00) in accordance with the debt service schedule attached hereto and incorporated by reference, together with interest thereon at the above-stated rate; provided that the interest in the Note remains excludable from gross income under Section 103 of the Tax Code, and the Note is further eligible to be characterized as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Tax Code. (Certain terms used and not defined herein are defined in the Loan and Security Agreement (herein defined), which Loan and Security Agreement contains additional provisions and details regarding the adjustment of the interest rate on this Note.)

All outstanding principal and accrued interest on this Note shall be due and payable in full on December 1, 2024, the Maturity Date. The Principal Amount outstanding under this Note will bear interest computed on the basis of a 365/360 day count basis. Additionally, the interest rate on the Note is subject to adjustment, upon the occurrence and during the continuance of certain events, as set forth in the Loan and Security Agreement, and as further described herein. In no event shall the interest rate on this Note exceed, at any time, a rate of six (6.00%) percent per annum. All outstanding principal and accrued interest shall be due and payable in full on the Maturity Date (see the debt service schedule attached hereto and incorporated by reference).

The Note is issued by the Local Government Unit in favor of the Registered Owner on the assumption that interest paid hereon is excludable from the gross income of the Registered Owner for Federal income tax purposes and a qualified tax-exempt obligation under Section 265(b)(3) of the Tax Code. If interest on the Note shall be declared by the Internal Revenue Service or an agent thereof to be, or shall otherwise be determined or required to be includable in the Income of the Registered Owner for purposes of the Code or in the event that this Note is no longer a qualified tax-exempt obligation under Section 265(b)(3) of the Tax Code (either such event, a "Taxable Event"), the indebtedness evidenced hereby shall thereafter bear interest at the Taxable Rate (as defined in the Loan and Security Agreement), and the payments set forth herein shall be increased accordingly; the Local Government Unit will pay to the Registered Owner on demand the difference between the amount of interest which the Registered Owner would have received in interest at the Taxable Rate if the indebtedness evidenced by the Note had borne interest at the Taxable Rate during the entire period that interest on the Note is so declared, determined or required to be taxable, together with such penalties and interest, if any, due and payable because of non-payment of Federal income taxation less interest paid at the Tax-Exempt Rate above notwithstanding that the indebtedness evidenced by the Note may have been paid in full prior to such declaration or determination. In the event of any such declaration or determination, the Registered Owner shall promptly



give written notice of the same to the Local Government Unit who shall have the privilege of contesting such declaration or determination in the name of the Registered Owner hereof by any available administrative or judicial proceedings, provided that it does so at its own expense and pays all costs, interest and/or penalties resulting therefrom. In the event that such declaration or determination is reversed pursuant to the entry of a final determination, order, ruling or decree, all amounts theretofore paid to the Registered Owner in excess of the Tax-Exempt Rate shall be promptly refunded to the Local Government Unit and the rate of interest shall revert to the Tax-Exempt Rate.

If the Local Government Unit fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this Note within ten (10) calendar days of the date due and payable, the Local Government Unit also shall pay to the Registered Owner a late charge equal to the greater of five percent (5%) of the amount of such payment or \$25.00 (the "Late Charge"). Such late period shall not be construed in any way to extend the due date of any such payment.

Upon at least five (5) business days prior written notice to the Registered Owner of this Note, the Local Government Unit has the right to prepay, without penalty, all or part of the outstanding principal and interest of this Note, as further described in the Loan and Security Agreement.

Registered Owner shall maintain on its books an account in the name of Local Government Unit, which will reflect the outstanding balance of this Note and each payment received by Registered Owner, which books shall be presumed, except in the case of manifest error, to accurately evidence at all times the balance of the Note and the date and amount of each payment made to Registered Owner. The failure to reflect the balance of this Note and/or the payments shall not limit or otherwise affect the obligations of Local Government Unit under the Loan and Security Agreement, this Note and all the other related documents.

The Local Government Unit hereby covenants with the Registered Owner of this Note that it will include the amount of the debt service payable hereunder in its budget for the applicable fiscal year, will appropriate such amounts to the payment of such debt service and will duly and punctually pay or cause to be paid the entire principal hereof and the interest hereon in the place, on the dates and in the manner stated above, according to the true meaning and intent hereof; for such budgeting, appropriation and payment, the Local Government Unit hereby pledges its full faith, credit and available taxing power.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Local Government Unit, as such, either directly or through the Local Government Unit, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Note.

This Note evidences a borrowing for a Project under the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as amended, pursuant to an Ordinance of the Local Government Unit duly and regularly enacted in accordance with the provisions of the Debt Act, as amended (the "Debt Ordinance"), and is delivered under and pursuant to all the terms and conditions of a Loan and Security Agreement of even date between the Local Government Unit and the Registered Owner (the "Loan and Security Agreement").

The occurrence of any Event of Default under the Loan and Security Agreement will be deemed to be an Event of Default hereunder and will be subject to the remedies described in the Loan and Security Agreement. Additionally, in the event of an Event of Default hereunder or under the Loan Agreement, the interest rate on the Note will convert to a fixed rate per annum equal to 6.50% (the "Default Rate").

This Note has been designated as a "qualified tax-exempt obligation" for the purposes of, and according to all the terms and conditions of, Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

No delay or omission of the Registered Owner to exercise any right or power arising hereunder shall impair any such right or power or be considered to be a waiver of any such right or power or any acquiescence therein nor shall the action or non-action of the Registered Owner impair any right or power resulting therefrom. If any provision of this Note is found to be invalid by a court, all the other provisions of this Note will remain in full force and effect.

This Note has been delivered to and accepted by the Registered Owner and will be deemed to be made in the Commonwealth of Pennsylvania. This Note will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws rules.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Note, or in the creation of the indebtedness of which this Note is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law, and that the debt evidenced by this Note is not in excess of any constitutional or statutory limitation.

**WAIVER OF JURY TRIAL. THE LOCAL GOVERNMENT UNIT WAIVES ANY AND ALL RIGHTS THE LOCAL GOVERNMENT UNIT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS NOTE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS AND ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

Any provisions of this Note which are held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

THE LOCAL GOVERNMENT UNIT HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ATTORNEY AT LAW AT ANY TIME OR TIMES TO APPEAR FOR THE LOCAL GOVERNMENT UNIT AND WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST THE LOCAL GOVERNMENT UNIT, IN ANY STATE OR FEDERAL COURT OF RECORD IN THE UNITED STATES OF AMERICA AT ANY TIME AFTER ALL OR ANY PART OF THE OBLIGATIONS AND INDEBTEDNESS EVIDENCED BY THIS NOTE SHALL HAVE BECOME DUE, WHETHER BY LAPSE OF TIME, ACCELERATION, OR OTHERWISE, IN FAVOR OF THE REGISTERED OWNER AND ITS SUCCESSORS AND ASSIGNS, FOR THE FULL AMOUNT THEN APPEARING DUE, TOGETHER WITH INTEREST, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES, BUT IN NO EVENT LESS THAN \$500.00, FOR COLLECTION OF SUCH SUMS, AND THEREUPON TO THE EXTENT PERMITTED BY LAW TO RELEASE ALL ERRORS AND WAIVE ALL RIGHTS TO APPEAL AND ANY STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE OF EXECUTION. THE FOREGOING WARRANT OF ATTORNEY TO

CONFESS JUDGMENT AGAINST THE LOCAL GOVERNMENT UNIT SHALL SURVIVE ANY JUDGMENT, IT BEING UNDERSTOOD THAT SHOULD ANY JUDGMENT AGAINST THE LOCAL GOVERNMENT UNIT BE VACATED FOR ANY REASON, THE REGISTERED OWNER MAY NEVERTHELESS UTILIZE THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT IN RESPECT OF THIS NOTE, THEREAFTER OBTAINING ONE OR MORE ADDITIONAL JUDGMENTS AGAINST THE LOCAL GOVERNMENT UNIT.

This Note may not be changed, modified or amended, in whole or in part, except in writing and signed by the parties hereto.

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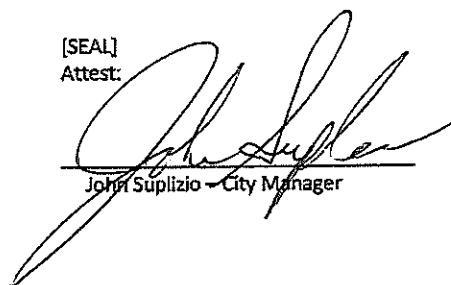
WITNESS the due execution hereof as of the Dated Date set forth above.

CITY OF DUBOIS



Edward L. Walsh – Mayor & President of City Council

[SEAL]  
Attest:

  
John Suplizio – City Manager

DEBT SERVICE SCHEDULE

Debt Service Schedule

REGISTRATION FORM

This Note can be validly negotiated only upon proper execution of the form set forth below. The Local Government Unit shall treat the Registered Owner of this Note, as noted on this Note and on its books, as the absolute owner hereof, and shall not be affected by any changed circumstances, or by any notice to the contrary.

Original Registered Owner

S&T BANK  
P.O. Box 190, 800 Philadelphia Street  
Indiana, PA 15701

| <u>Date</u> | <u>Transferor</u> | <u>Subsequent Purchaser</u> |
|-------------|-------------------|-----------------------------|
| _____       | _____             | _____                       |
| _____       | _____             | _____                       |
| _____       | _____             | _____                       |
| _____       | _____             | _____                       |

For value received, the last-named Transferor, by its due execution above, hereby, on the above-stated date, sells, transfers and negotiates this Note to the last-named Subsequent Purchaser, warranting that this transfer is effective and rightful; that this Note is genuine and has not been materially altered; and that it has no knowledge of any fact which might impair the validity of this Note.

Registration Form



**AMORTIZATION SCHEDULE**

| Principal      | Loan Date  | Maturity   | Loan No | Call / Coll | Account | Officer | Initials |
|----------------|------------|------------|---------|-------------|---------|---------|----------|
| \$3,500,000.00 | 11-01-2020 | 05-01-2025 |         |             |         |         |          |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** City of Dubois

**Lender:** S&T BANK  
800 Philadelphia Street  
PO Box 190  
Indiana, PA 15701  
(800) 325-2265

**Disbursement Date:** November 1, 2020  
**Interest Rate:** 2.150

**Repayment Schedule:** Irregular  
**Calculation Method:** 30 /360 U.S. Rule

| Payment Number      | Payment Date | Payment Amount   | Interest Paid    | Principal Paid  | Remaining Balance |
|---------------------|--------------|------------------|------------------|-----------------|-------------------|
| 1                   | 12-01-2020   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| <b>2020 TOTALS:</b> |              | <b>6,270.83</b>  | <b>6,270.83</b>  | <b>0.00</b>     |                   |
| 2                   | 01-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 3                   | 02-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 4                   | 03-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 5                   | 04-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 6                   | 05-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 7                   | 06-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 8                   | 07-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 9                   | 08-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 10                  | 09-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 11                  | 10-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 12                  | 11-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 13                  | 12-01-2021   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| <b>2021 TOTALS:</b> |              | <b>75,249.96</b> | <b>75,249.96</b> | <b>0.00</b>     |                   |
| 14                  | 01-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 15                  | 02-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 16                  | 03-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 17                  | 04-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 18                  | 05-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 19                  | 06-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 20                  | 07-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 21                  | 08-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 22                  | 09-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 23                  | 10-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 24                  | 11-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 25                  | 12-01-2022   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| <b>2022 TOTALS:</b> |              | <b>75,249.96</b> | <b>75,249.96</b> | <b>0.00</b>     |                   |
| 26                  | 01-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 27                  | 02-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 28                  | 03-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 29                  | 04-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 30                  | 05-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 31                  | 06-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 32                  | 07-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 33                  | 08-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 34                  | 09-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 35                  | 10-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 36                  | 11-01-2023   | 6,270.83         | 6,270.83         | 0.00            | 3,500,000.00      |
| 37                  | 12-01-2023   | 15,091.82        | 6,270.83         | 8,820.99        | 3,491,179.01      |
| <b>2023 TOTALS:</b> |              | <b>84,070.95</b> | <b>75,249.96</b> | <b>8,820.99</b> |                   |
| 38                  | 01-01-2024   | 15,091.82        | 6,255.03         | 8,836.79        | 3,482,342.22      |
| 39                  | 02-01-2024   | 15,091.82        | 6,239.20         | 8,852.62        | 3,473,489.60      |
| 40                  | 03-01-2024   | 15,091.82        | 6,223.34         | 8,868.48        | 3,464,621.12      |
| 41                  | 04-01-2024   | 15,091.82        | 6,207.46         | 8,884.37        | 3,455,736.75      |
| 42                  | 05-01-2024   | 15,091.82        | 6,191.53         | 8,900.29        | 3,446,836.46      |
| 43                  | 06-01-2024   | 15,091.82        | 6,175.58         | 8,916.24        | 3,437,920.22      |
| 44                  | 07-01-2024   | 15,091.82        | 6,159.61         | 8,932.21        | 3,428,988.01      |
| 45                  | 08-01-2024   | 15,091.82        | 6,143.60         | 8,948.22        | 3,420,039.79      |
| 46                  | 09-01-2024   | 15,091.82        | 6,127.57         | 8,964.25        | 3,411,075.54      |

**AMORTIZATION SCHEDULE**  
(Continued)

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|                     |            |                     |                   |                     |              |
|---------------------|------------|---------------------|-------------------|---------------------|--------------|
| 47                  | 10-01-2024 | 15,091.82           | 6,111.51          | 8,980.31            | 3,402,095.23 |
| 48                  | 11-01-2024 | 15,091.82           | 6,095.42          | 8,996.40            | 3,393,098.83 |
| 49                  | 12-01-2024 | 15,091.82           | 6,079.30          | 9,012.52            | 3,384,086.31 |
| <b>2024 TOTALS:</b> |            | <b>181,101.84</b>   | <b>74,009.14</b>  | <b>107,092.70</b>   |              |
| 50                  | 01-01-2025 | 15,091.82           | 6,063.15          | 9,028.67            | 3,375,057.64 |
| 51                  | 02-01-2025 | 15,091.82           | 6,046.98          | 9,044.84            | 3,366,012.80 |
| 52                  | 03-01-2025 | 15,091.82           | 6,030.77          | 9,061.05            | 3,356,951.75 |
| 53                  | 04-01-2025 | 15,091.82           | 6,014.54          | 9,077.28            | 3,347,874.47 |
| 54                  | 05-01-2025 | 3,353,872.75        | 5,998.28          | 3,347,874.47        | 0.00         |
| <b>2025 TOTALS:</b> |            | <b>3,414,240.03</b> | <b>30,153.72</b>  | <b>3,384,086.31</b> |              |
| <b>TOTALS:</b>      |            | <b>3,836,183.57</b> | <b>336,183.57</b> | <b>3,500,000.00</b> |              |

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LoanFile: YF: 27 1 24 001 Code: Finance USA Corporation 1997 2020 AG: Rights Reserved File: C:\APPS\OFFICE\CF\BANK\CF\FIC TR-19971116 79-20