

***SPECIAL***  
***BOARD OF COMMISSIONERS***  
***Updated AGENDA***

**Radnor Township Building, 2<sup>nd</sup> Floor Administration**  
**Monday, October 29, 2018 - 6:30 PM**

Pledge of Allegiance

Notice of Executive Session preceding the Board of Commissioners meeting of October 29, 2018

1. Public Participation
2. Appointments to Various Boards and Commissions
3. Budget Request Presentations by Community Groups and Township Boards
4. 2019 Proposed Budget
  - A. Resolution #2018-114 – Adopting the Township Manager’s Recommended Budget as the comprehensive budget under §7.06(A)(2) of the Radnor Township Charter
  - B. Board Review and Formal Selection of Bank and Structure of Township’s General Obligation Note Issued for Sewer Related Projects
  - C. **UPDATED** - Resolution #2018-115 – Adopting a Reimbursement Resolution [in conjunction with the Sewer Note proceedings]
  - D. **UPDATED** - Ordinance #2018-14 – [**Introduction**] Authorizing the incurrence of nonelectoral debt by the issuance of general obligation notes, series 2018 in the maximum aggregate amount of [approximately \$4,545,000]

Adjournment

**RESOLUTION 2018-114  
TOWNSHIP OF RADNOR**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, ADOPTING THE 2019 TOWNSHIP MANAGER'S RECOMMENDED BUDGET (V1) AS THE PRELIMINARY RECOMMENDED COMPREHENSIVE BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019**

**WHEREAS**, Article VII, Section 7.06(2) of the Radnor Township Home Rule Charter ("Charter") requires that no later than 60 days prior to the end of the fiscal year, that the Board shall approve the recommended comprehensive budget; and

**WHEREAS**, the 2019 Township Manager's Recommended Budget (v1), which includes the five-year capital plan, shall serve as the recommended comprehensive budget; and

**WHEREAS**, Article VII, Section 7.06(A)(3) further stipulates that the final comprehensive budget must be approved no later than 20 days before the end of the year; and

**WHEREAS**, the Board of Commissioners has scheduled various public hearing dates to review the recommended comprehensive budget in November 2018 which will provide the public and Board the opportunity to review and make changes to the recommended comprehensive budget.

**NOW, THEREFORE**, be it hereby **RESOLVED** that The Radnor Township Board of Commissioners hereby adopts on, a preliminary basis, the 2019 Township Manager Recommended Budget (v1) as the recommended comprehensive budget pursuant to §7.06(A)(2), subject to future review and amendment by the Board of Commissioners prior to final approval.

**RESOLVED** this 29<sup>th</sup> day of October, 2018.

TOWNSHIP OF RADNOR

By: \_\_\_\_\_  
Lisa Borowski, President

Attest: \_\_\_\_\_  
Robert A Zienkowski, Township Manager / Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**



**DATE:** October 24, 2018

**TO:** Board of Commissioners

**FROM:** William M. White, Finance Director

**LEGISLATION:** A resolution adopting the preliminary budget pursuant to the home rule Charter Chapter §7.06A(2) which requires that the recommended comprehensive budget be passed no later than 60 days before the end of the fiscal year.

**LEGISLATIVE HISTORY:** The 2019 Township Manager Recommended Budget (v1) was submitted to the Board of Commissioners and published on the Township's website on October 25, 2018 and is meant to serve at the initial recommended comprehensive budget for 2019.

**PURPOSE AND EXPLANATION:** The sole purpose of this legislation is to satisfy Chapter §7.07A(2) of the Charter. As described in the legislation and pursuant to the Chapter §7.07A(3), the Board of Commissioners and the public will have opportunities to comment on the recommended comprehensive budget prior to its final adoption in December.

**FISCAL IMPACT:** There is no fiscal impact associated with this approval.

**RECOMMENDED ACTION:** For no other reason than to satisfy Chapter §7.07A(2) of the Charter and to keep the 2019 budget process moving forward, the Administration recommends that the Board adopt the 2019 Township Manager's Recommended Budget (v1) (recommended comprehensive budget) as submitted.

Board Review and Formal  
Selection of Bank and Structure  
of Township's General  
Obligation Note Issued for  
Sewer Related Projects

**TOWNSHIP OF RADNOR**  
**(Delaware County, Pennsylvania)**

**RESOLUTION 2018-115**

**REIMBURSEMENT RESOLUTION**

**WHEREAS**, the Township of Radnor (the “Township”) expects to issue approximately \$4,545,000 principal amount of its general obligation bonds or notes (the “Bonds”) to provide funds for the costs of construction, reconstruction, renovation, improvement and equipping of its sewer system (the “Project”);

**WHEREAS**, the Township expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the Project prior to the issuance of the Bonds for the purpose of financing costs associated with the Project on a long-term basis;

**WHEREAS**, the Township reasonably expects that certain of the proceeds of the Bonds will be used to reimburse the Reimbursement Expenditures; and

**WHEREAS**, this Resolution is intended to constitute a statement of “Official Intent” pursuant to Treasury Regulation §1.150-2.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Township of Radnor as follows:

1. The Township finds and determines that the foregoing recitals are true and correct.
2. In accordance with Treasury Regulation §1.150-2, the Township hereby states its official intent that a portion of the proceeds of the Bonds will be used to reimburse itself for Reimbursement Expenditures. This declaration does not bind the Township to make any expenditure, incur any indebtedness, or proceed with the Project.
3. The Township intends to reimburse itself for Reimbursement Expenditures through the incurrence of debt to be evidenced by the Bonds. All expenditures to be reimbursed will be capital expenditures (as defined in Treasury Regulation §1.150-1(b)) or certain other expenditures qualifying pursuant to Treasury Regulation §1.150-2(f).
4. The maximum principal amount of the Bonds expected to be issued for the Project and to reimburse the Reimbursement Expenditures is \$4,545,000 including the costs of issuance of the Bonds, but exclusive of original issue discount.
5. Once the Bonds are issued, the Township shall allocate, or cause to be allocated, Bond proceeds to reimburse the Reimbursement Expenditures; provided that, except as permitted under Treasury Regulation §1.150-2(f), such costs to be reimbursed were paid not more than 60 days prior to the date hereof. Such allocation shall specifically identify the actual expenditure to be reimbursed and shall occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service, but in no event more than 3 years after the expenditure is paid.

Adopted: October 29, 2018

**TOWNSHIP OF RADNOR**  
**(Delaware County, Pennsylvania)**

**Secretary's Certificate**

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by a majority vote of the Board of Commissioners of the Township of Radnor at a meeting of said Board of Commissioners duly and regularly called and held on October 29, 2018; that public notice of said meeting was given in the manner provided by law; that said resolution has been duly recorded upon the minutes of the Board of Commissioners, has not been amended or rescinded and is in full force and effect on the date of this Certificate.

(TOWNSHIP SEAL)

\_\_\_\_\_  
Secretary

Dated: October 29, 2018

**TOWNSHIP OF RADNOR**  
**Delaware County, Pennsylvania**

**ORDINANCE NO. 2018-14**

AUTHORIZING THE INCURRENCE BY THE TOWNSHIP OF RADNOR OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION NOTE, SERIES OF 2018 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$\_\_\_\_\_ FOR THE PURPOSE OF PROVIDING FUNDS FOR AND TOWARDS FINANCING VARIOUS CAPITAL PROJECTS AND PAYING THE COSTS OF ISSUING THE NOTE; AUTHORIZING THE PREPARATION OF A DEBT STATEMENT AND OTHER DOCUMENTATION; COVENANTING TO CREATE A SINKING FUND AND TO BUDGET, APPROPRIATE AND PAY DEBT SERVICE ON THE NOTE; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PROMPT AND FULL PAYMENT OF THE NOTE; SETTING FORTH THE SUBSTANTIAL FORM OF THE NOTE; SETTING FORTH THE STATED PRINCIPAL MATURITY DATES AND AMOUNTS, INTEREST RATES AND INTEREST PAYMENT DATES, PLACE OF PAYMENT AND OTHER DETAILS OF THE NOTE; AUTHORIZING THE EXECUTION OF A PAYING AGENT AGREEMENT; FINDING THAT A PRIVATE INVITED SALE OF THE NOTE IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP AND ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE NOTE; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND AUTHORIZING OTHER NECESSARY ACTION.

WHEREAS, pursuant to the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.* (the “**Act**”), the Township of Radnor (the “**Township**”) may incur indebtedness for the purposes of financing capital projects; and

WHEREAS, pursuant to the Act, the Township has determined to undertake capital projects (collectively, the “**Project**”) consisting of \_\_\_\_\_ as further set forth on **Exhibit A** attached hereto; and

WHEREAS, the Township has determined to issue its General Obligation Note, Series of 2018 (the “**Note**”) in the maximum aggregate principal amount of \$\_\_\_\_\_ to finance the Project and the costs and expenses of issuing the Note; and

WHEREAS, the Township has retained PFM Financial Advisors LLC, Philadelphia, Pennsylvania, as financial advisor in connection with the issuance of the Note (the “**Financial Advisor**”); and

WHEREAS, pursuant to a request for proposal (the “**Request for Proposal**”) prepared by the Financial Advisor, the Township solicited and received proposals for the Note, the results of which were summarized by the Financial Advisor for the Township; and

WHEREAS, upon the advice of its Financial Advisor, the Township has determined that the proposal that offers the terms that are in the best financial interest of the Township for the purchase of the Note is from \_\_\_\_\_, \_\_\_\_\_, Pennsylvania (the “**Lender**”), which it desires to accept; and

WHEREAS, the Board of Commissioners (the “**Board**”) desires to approve the issuance of the Note, approve the Project, and accept the purchase proposal of the Lender.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Radnor and IT IS HEREBY RESOLVED, as follows:

**1. Authorization of the Project and Incurrence of Indebtedness; Estimated Useful Life and Cost of the Project.** The Township hereby approves the Project as described in the recitals to this Ordinance, and shall incur indebtedness in the form of the Note, pursuant to the Act, in the maximum aggregate principal amount of \$\_\_\_\_\_ for the purpose of providing funds for and toward the costs of the Project and the costs and expenses of issuing the Note.

It is hereby determined and declared that: (i) the estimated date of completion of the Project is \_\_\_\_\_, 20\_\_; (ii) the Project consists of capital projects with useful lives as set forth on **Exhibit A** attached hereto ; and (iii) the Township has obtained realistic estimates of the costs of the Project through bid prices or estimates from persons qualified by experience to provide such estimates.

The Township hereby reserves the right to undertake the individual components of the Project in such order and at such time or times as it shall determine and to allocate a portion of the proceeds of the Note and other available moneys to the final costs of the respective components of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Note shall be used solely to pay “costs,” as defined in the Act, of the Project or, upon appropriate amendments to this Ordinance, to pay the costs of other capital projects for which the Township is authorized to incur indebtedness.

It is hereby determined and stated that the Note is scheduled to mature in accordance with the limitations set forth in Section 8142(a)(2) of the Act taking into account the useful lives of the Project.

**2. Authorization of Issuance of the Note.** The Township shall issue, pursuant to the Act and this Ordinance, \$\_\_\_\_\_ maximum aggregate principal amount of its General Obligation Note, Series of 2018 in order to provide funds for and toward the costs of the Project and paying the costs of issuing the Note as authorized and provided in Section 1 hereof.

**3. Type of Indebtedness.** The indebtedness evidenced by the Note is nonelectoral debt.



4. **Execution of Debt Statement; Note and Other Documents.** The President or Vice President of the Board and the Secretary of the Township and their successors are hereby authorized and directed to file the Debt Statement required by Section 8110 of the Act, to execute and deliver the Note in the name and on behalf of the Township and to take all other action required by the Act or this Ordinance in order to effect the issuance of the Note. Said officers or any of them are further authorized to apply to the Department of Community and Economic Development for approval of the debt herein authorized and to file with such application a transcript of the proceedings including a certified copy of this Ordinance, the Debt Statement, a Borrowing Base Certificate signed by the appropriate officials of the Township or by the accountants of the Township responsible for auditing its financial affairs, and to take any and all such further action and to execute and deliver such other documents as may be necessary or proper to comply with all requirements of the Act or to carry out the intent and purpose of this Ordinance. Said officers and their successors are further hereby authorized if, in their opinion, it is advisable to do so, to prepare and file such statements and documents as may be required by Section 8024 or 8026 of the Act in order to qualify all or any portion of the existing indebtedness of the Township or of the above authorized indebtedness as subsidized debt or self-liquidating debt.

5. **Type of Notes.** The Note when issued will be a general obligation note.

6. **Covenant to Pay Debt Service - Pledge of Taxing Power.** The Township hereby covenants with the registered owner of the Note: (a) that the Township will include in its budget for each fiscal year for the life of the Note, the amount of the debt service on the Note which will be payable in each such fiscal year so long as the Note shall remain outstanding; (b) that the Township shall appropriate from its general revenues such amounts to the payment of such debt service; and (c) that the Township shall duly and punctually pay or cause to be paid from the sinking fund hereinafter created the principal of the Note and the interest thereon on the dates and at the place and in the manner stated in the Note according to the true intent and meaning thereof. For such budgeting, appropriation and payment the Township hereby pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable. The maximum amounts to be budgeted, appropriated and paid pursuant to the foregoing covenants shall not exceed those set forth in **Exhibit C** attached hereto and made a part hereof which are hereby incorporated in the foregoing covenant with the same effect as if the same were specified in the text of such covenant.

7. **Form of Note.** The Note shall be substantially in the form set forth in **Exhibit B** hereto, with appropriate omissions, insertions and variations.

8. **Terms of Note.** The Note shall be issued in fully registered form, in a single denomination equal to the principal amount thereof and shall be dated the date of issuance thereof or such other date as the Township and Lender shall agree. The Note shall be issued in the maximum aggregate principal amount of \$\_\_\_\_\_. The Note shall bear interest from the date thereof payable semiannually on June 1 and December 1 of each year, commencing June 1, 2019 (each an “**Interest Payment Date**”), at the rates and shall mature on June 1, in principal amounts not to exceed the maximum principal amount for each maturity as set forth in the Note Amortization Schedule attached hereto as **Exhibit C** and made a part hereof.

The principal of the Note shall be payable in lawful money of the United States of America at the corporate trust office of \_\_\_\_\_, \_\_\_\_\_, Pennsylvania, which is hereby appointed paying agent and registrar for the Note and the sinking fund depository (the “**Paying Agent**”). Interest on the Note shall be payable in the manner provided in the form of Note set forth herein.

**9. Redemption of Note.** The Note is subject to redemption prior to maturity at the option of the Township as a whole or from time to time in part, in any order of maturity or portion of a maturity as selected by the Township on any date, upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than an entire year’s maturity of the Note is to be redeemed at any particular time, such portion of the Note so to be called for redemption shall be chosen by lot by the Paying Agent. Any partial redemption of principal of the Note may be credited against such stated installments of principal on such Note as the Township may designate in writing to the Paying Agent; otherwise a partial prepayment shall be applied against the principal installments last, by date, due and payable.

On the date designated for redemption and upon deposit with the Paying Agent of funds sufficient for payment of the principal and accrued interest on the Note called for redemption, interest on the Note or portions thereof so called for redemption shall cease to accrue and the Note or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Ordinance, and registered owner of the Note shall have no rights with respect to the Note or portion thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Note or portion thereof so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than five (5) days before the redemption date to the registered owner of the Note at its address as it appears on the Note register maintained by the Paying Agent. Such notice may also be given by the Township directly to the holder of the Note in a manner as further agreed to by the Township and such holder with a copy to the Paying Agent.

With respect to any optional redemption of the Note, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all or a portion of the Note called for redemption, such, notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

**10. Sale of Notes.** The Note shall be sold at an invited private sale as hereinafter set forth in Section 13. After due consideration, the Board of Commissioners of the Township hereby finds and determines, on the basis of the advice and recommendation of its Financial Advisor and all available information, that such an invited private sale of the Note is in the best financial interest of the Township. The form and use of various materials utilized in connection with such private sale, including the Request for Proposal, are hereby approved and ratified.

**11. Creation of and Deposits in Sinking Fund.** The Township covenants that there shall be and there are hereby established and that it shall hereafter maintain a sinking fund

designated “Sinking Fund - General Obligation Note, Series of 2018” for the Note (the “**Sinking Fund**”), to be held by the Paying Agent (or such substitute or successor Paying Agent which shall hereafter be appointed in accordance with the provisions of the Act) in the name of the Township, but subject to withdrawal only by the Paying Agent.

The Township covenants and agrees to deposit in the Sinking Fund no later than each Interest Payment Date the debt service payable on the Note on such dates, which shall not exceed the maximum amounts all as set forth in **Exhibit C** attached hereto, or such greater or lesser amount as at the time shall be sufficient to pay principal of and interest on the Note becoming due on each such date.

Pending application to the purpose for which the Sinking Fund is established, the President or Vice President of the Board is hereby authorized and directed to cause the monies therein to be invested or deposited and insured or secured as permitted and required by Section 8224 of the Act. All income received on such deposits or investments of monies in the Sinking Fund during each applicable period shall be added to the Sinking Fund and shall be credited against the deposit next required to be made in the Sinking Fund.

The Paying Agent is hereby authorized and directed, without further action by the Township, to pay from the Sinking Fund the principal of and interest on the Note as the same become due and payable in accordance with the terms thereof and the Township hereby covenants that such monies, to the extent required, will be applied to such purpose.

All monies deposited in the Sinking Fund for the payment of the Note which have not been claimed by the registered owner thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, shall be returned to the Township. Nothing contained herein shall relieve the Township of its liability to the registered owner of the unrepresented Note.

**12. No Taxes Assumed.** The Township shall not assume the payment of any tax or taxes in consideration of the purchase of the Note.

**13. Award and Sale of Note.** The Township hereby awards and sells the Note to the Lender at a price equal to the face amount of the Note and in accordance with the terms and conditions contained or incorporated in the purchase proposal of the Lender dated October 23, 2018 which is hereby approved and accepted. A copy of said proposal shall be attached to this Ordinance and lodged with the official minutes of this meeting and is hereby incorporated herein by reference. The proper officers of the Township are hereby authorized and directed to endorse the acceptance of the Township on said proposal and to deliver a copy thereof to the Lender. Delivery of the accepted proposal to the Lender shall constitute conclusive evidence that the award and sale of the Note under this Ordinance has become final.

**14. Contract with Paying Agent.** The proper officers of the Township are authorized to contract for the Note with \_\_\_\_\_, \_\_\_\_\_, Pennsylvania, in connection with the performance of its duties as the Paying Agent and Sinking Fund Depository on usual and customary terms, including an agreement to observe and comply with the provisions of this Ordinance and of the Act.

**15. Federal Tax Covenants.** The Township hereby covenants not to take or omit to take any action so as to cause interest on the Note to be no longer excluded from gross income for purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable regulations promulgated with respect thereto, throughout the term of the Note. The Township further covenants that it will make no investments or other use of the proceeds of the Note which would cause the Note to be “arbitrage bonds” as defined in Section 148 of the Code. The Township further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable.

The Township hereby represents and warrants, after due investigation and to the best of its knowledge, that (i) the Note is not a “private activity bond” within the meaning of Section 141 of the Code and (ii) the aggregate face amount of “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code (which includes qualified 501(c)(3) bonds but not any other private activity bonds) issued or to be issued by the Township (and all “subordinate entities” thereof) during the 2018 calendar year is not reasonably expected to exceed \$10,000,000 (other than certain other obligations not required to be taken into account for purposes of Section 265 of the Code). The Township hereby designates the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code. The Township hereby authorizes the proper officers of the Township to execute a certificate to that effect at the time of closing.

**16. Execution and Authentication of Note.** As provided in Section 4, the Note shall be executed by the President or the Vice President of the Board and the Secretary of the Township and each such execution shall be by manual or facsimile signature. If any officer whose signature appears on the Note shall cease to hold such office before the actual delivery date of the Note, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of the Note. The Note shall be authenticated by the manual signature of an authorized representative of the Paying Agent.

**17. Application of Note Proceeds.** The purchase price for the Note will be the principal amount thereof and consist of the amounts to be advanced by the Lender to the Township upon the request of the Township and be paid to the Paying Agent on behalf of the Township. Upon receipt of the purchase price for the Note, the Paying Agent shall pay the costs and expenses of the financing, the costs of the Project, and the proper officers of the Township are authorized to direct the Paying Agent in writing as to such payments.

**18. Officers Authorized to Act.** For the purpose of expediting the closing and the issuance and delivery of the Note, or in the event that the President of the Board or the Secretary of the Township shall be absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or any of them may be authorized to take pursuant to this Ordinance, the Vice President of the Board or the Assistant Secretary of the Township, respectively, are hereby authorized and directed to execute documents, or otherwise to act on behalf of the Township in their stead.

**19. Contract with Note Owner.** This Ordinance constitutes a contract with the registered owner of the Note outstanding hereunder and shall be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

**20. Binding Effect of Covenants and Agreements.** All covenants, obligations and agreements of the Township set forth in this Ordinance and in the documents authorized hereby shall be deemed to be the covenants, obligations and agreements of the Township to the full extent authorized or permitted by law, and all such covenants, obligations and agreements shall be binding upon the Township and its successors from time to time and upon any board or body to which any powers or duties affecting the same shall be transferred by or in accordance with law. Except as otherwise provided in this Ordinance, all rights, powers and privileges conferred and duties and liabilities imposed upon the Township or the members thereof by the provisions of this Ordinance or the documents authorized hereby shall be exercised or performed, by such members, officers or other representatives of the Township as may be required or permitted by law to exercise or perform the same. No covenant, obligation or agreement herein contained or contained in any documents authorized hereby shall be deemed to be a covenant, obligation or agreement of any supervisor, officer, agent or employee of the Township in his or her individual capacity and neither the Commissioners of the Township nor any officer executing the other documents authorized by this Ordinance shall be liable personally thereunder or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

**21. Bond Counsel.** The Township hereby appoints Cozen O'Connor to act as Bond Counsel to the Township with respect to the transactions contemplated by this Ordinance.

**22. Further Action.** The proper officers of the Township are hereby authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Ordinance and the Act in the name and on behalf of the Township.

**23. Act Applicable to Bonds.** This Ordinance is enacted pursuant to, and the Note issued hereunder shall be subject to, the provisions of the Act and all of the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

**24. Severability.** In case any one or more of the provisions contained in this Ordinance or in any Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Ordinance or of said Note, and this Ordinance or said Note shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

**25. Repealer.** All ordinances and parts of ordinances heretofore enacted to the extent that the same are inconsistent herewith are hereby repealed.

26. **Effective Date.** This Ordinance shall take effect on the earliest date permitted by the Act.

ENACTED this 12<sup>th</sup> day of November, 2018.

(TOWNSHIP SEAL)

TOWNSHIP OF RADNOR

ATTEST

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President  
Board of Commissioners

TOWNSHIP OF RADNOR  
General Obligation Note, Series of 2018

**EXHIBIT A**

**CAPITAL PROJECT**

The Township is financing capital projects and equipment, including without limitation the following:

	<b><u>Project Description</u></b>	<b><u>Estimated Cost</u></b>	<b><u>Estimated Useful Life</u></b> <b><u>(In Excess Of)</u></b>
1.			
2.			
	<b>TOTAL</b>		

**EXHIBIT B**

**[FORM OF NOTE]**

UNITED STATES OF AMERICA

COMMONWEALTH OF PENNSYLVANIA

TOWNSHIP OF RADNOR

GENERAL OBLIGATION NOTE, SERIES OF 2018

The Township of Radnor, Delaware County, Pennsylvania (the “**Township**”), a political subdivision of the Commonwealth of Pennsylvania, for value received, hereby promises to pay to \_\_\_\_\_, \_\_\_\_\_, Pennsylvania (the “**Bank**”), or registered assigns, the maximum principal sum of

\_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_)

or so much of such sum as shall have been advanced hereunder from time to time at the request of the Township through December 31, 2020, and to pay interest on the unpaid principal balance of this Note from the date hereof at the rates hereinafter set forth. The principal of and interest on this Note are payable on June 1 and December 1 with respect to interest, commencing June 1, 2019, and on June 1 with respect to principal, commencing June 1, 2019, in lawful money of the United States of America at the office of the Bank in \_\_\_\_\_, Pennsylvania or at such other place as the registered owner of this Note may designate in writing. The principal of this Note is payable in the amounts further provided on Schedule I attached hereto. All outstanding principal and interest shall be due and payable in full upon maturity on June 1, 2028. To the extent less than the maximum principal sum is advanced hereunder, principal payments will be reduced on a pro rata basis over the life of the Note unless otherwise directed in writing by the Township. Interest shall be calculated based on a year of 360 days comprised of twelve (12) thirty (30) day months.

[This Note shall bear interest at a fixed rate of \_\_\_% per annum, until \_\_\_\_\_, 20\_\_\_. From \_\_\_\_\_, 20\_\_ until maturity on June 1, 2028 or earlier payment, this Note shall bear interest at a variable rate, reset monthly on the first calendar day of each month, equal to [\_\_\_\_\_ percent (\_\_\_%) of the sum of 30-day LIBOR (London Inter Bank Offering Rate), plus \_\_\_\_\_ (\_\_\_) basis points], with a maximum interest rate not to exceed \_\_\_% per annum.]

This Note is issued in fully registered form in accordance with the Local Government Unit Debt Act, 53 Pa. Cons. Stat. § 8001, et seq., as amended (the “**Act**”), and pursuant to an ordinance of the Township duly enacted on November 12, 2018 (the “**Ordinance**”). This Note is issued for the purpose of financing various capital projects and to pay the costs of issuing the Note, as described in the Ordinance.



Under the laws of the Commonwealth of Pennsylvania, this Note and the interest thereon shall at all times be free from taxation within the Commonwealth of Pennsylvania, but this exemption shall not extend to gift, estate, succession or inheritance taxes or to any other taxes not levied or assessed directly on this Note or the interest thereon. Profits, gains or income derived from the sale, exchange, or other disposition of this Note are subject to state and local taxation.

The Note is subject to redemption prior to maturity at the option of the Township as a whole or from time to time in part, in any order of maturity or portion of a maturity as selected by the Township on any date, upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than an entire year's maturity of the Note is to be redeemed at any particular time, such portion of the Note so to be called for redemption shall be chosen by lot by the Paying Agent. Any partial redemption of principal of the Note may be credited against such stated installments of principal on such Note as the Township may designate in writing to the Paying Agent; otherwise a partial prepayment shall be applied against the principal installments last, by date, due and payable.

On the date designated for redemption and upon deposit with the Paying Agent of funds sufficient for payment of the principal and accrued interest on this Note called for redemption, interest on this Note or portions thereof so called for redemption shall cease to accrue and this Note or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Ordinance, and registered owner of this Note shall have no rights with respect to this Note or portion thereof so called for redemption, except to receive payment of the principal of and accrued interest on this Note or portion thereof so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than five (5) days before the redemption date to the registered owner of this Note at its address as it appears on the Note register maintained by the Paying Agent. Such notice may also be given by the Township directly to the holder of this Note in a manner as further agreed to by the Township and such holder with a copy to the Paying Agent.

With respect to any optional redemption of this Note, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all or such portion of this Note called for redemption, such, notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

This Note is transferable by the registered owner thereof, subject to payment of any required tax, fee or other governmental charge, upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent. The Paying Agent shall not be required to transfer or exchange this Note if selected for redemption in whole or in part.

The Township and the Paying Agent may treat the person in whose name this Note is registered on the Note register maintained by the Paying Agent as the absolute owner of this

Note for all purposes and neither the Township nor the Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon, against any supervisor, officer or employee, past, present or future, of the Township or of any successor body, as such, either directly or through the Township or through 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 Commissioners, officers or employees is released as a condition of and as consideration for the execution and issuance of this Note.

Whenever the due date for payment of interest on or principal of this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in the jurisdiction in which the corporate trust or payment office of the Paying Agent is located are authorized by law or executive order to close (a “**Holiday**”), then the payment of such interest or principal need not be made on such date, but may be made on the succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

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 Note 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 Note or in the creation of the debt of which this Note is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Note, together with all other indebtedness of the Township, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; that the Township has established a sinking fund for the Note and shall deposit therein amounts sufficient to pay the principal of and interest on the Note as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Note, the full faith, credit and taxing power of the Township are hereby irrevocably pledged.

This Note shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Note shall have been authenticated by the Paying Agent by execution of the certificate endorsed hereon.

IN WITNESS WHEREOF, the Township of Radnor, Delaware County, Pennsylvania has caused this Note to be signed in its name and on its behalf by the signature of the President of its Board of Commissioners and an impression of its corporate seal to be hereunto affixed, duly attested by the signature of the Secretary of the Township.

TOWNSHIP OF RADNOR

By: \_\_\_\_\_  
President, Board of Commissioners

Attest: \_\_\_\_\_  
Secretary

(SEAL)

AUTHENTICATION CERTIFICATE

This Note is the Township of Radnor General Obligation Note, Series of 2018, described in the within mentioned Ordinance.

DATE OF AUTHENTICATION:

\_\_\_\_\_, as  
Paying Agent

By: \_\_\_\_\_  
Authorized Representative

ASSIGNMENT AND TRANSFER

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

PLEASE INSERT SOCIAL SECURITY OR  
EMPLOYER IDENTIFICATION NUMBER OF  
ASSIGNEE

\_\_\_\_\_

\_\_\_\_\_ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_ attorney to transfer said Note on the books of the within named Paying Agent, with full power of substitution in the premises.

Dated:

Signature Guaranteed by:

\_\_\_\_\_  
NOTICE: signature(s) must be guaranteed by an eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guaranteed program.

\_\_\_\_\_  
NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Signature)

[END OF NOTE FORM]

**EXHIBIT C**

**TOWNSHIP OF RADNOR**

**MAXIMUM AMORTIZATION SCHEDULE FOR NOTE**

Date	Principal	Rate*	Interest	Debt Service	Annual Debt Service
06/01/2019					
12/01/2019					
06/01/2020					
12/01/2020					
06/01/2021					
12/01/2021					
06/01/2022					
12/01/2022					
06/01/2023					
12/01/2023					
06/01/2024					
12/01/2024					
06/01/2025					
12/01/2025					
06/01/2026					
12/01/2026					
06/01/2027					
12/01/2027					
06/01/2028					

*[\*Rate \_\_\_\_% fixed through \_\_\_\_\_, variable thereafter, Cap \_\_\_\_% (assumes Cap)]*

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the Township of Radnor HEREBY CERTIFIES that:

The foregoing Ordinance authorizing the issuance of General Obligation Note, Series of 2018 of the Township was duly moved and seconded and enacted by a majority vote of all the Board of Commissioners of said Township at a duly called and convened meeting of said Board held on November 12, 2018; that public notice of said meeting was given as required by law; and that the roll of the Board of Commissioners was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
Lisa Borowski, President	_____
Lucas A. Clark IV, Esq., Vice President	_____
Jake Abel	_____
Richard F. Booker, Esq.	_____
Sean Farhy	_____
Jack Larkin	_____
John C. Nagle	_____

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Township this 12<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
ROBERT A. ZIENKOWSKI, Secretary

(SEAL)

**TOWNSHIP OF RADNOR**  
**Delaware County, Pennsylvania**

**NOTICE OF MEETING FOR CONSIDERATION OF PROPOSED ORDINANCE  
AUTHORIZING THE INCURRENCE OF NONELECTORAL DEBT**

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Township of Radnor (the "Township") will hold a public hearing and public meeting on Monday, November 12, 2018 at 6:30 p.m. in the Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087, for the purpose of considering and acting upon a proposed ordinance authorizing the incurrence of nonelectoral debt by the Township (the "Ordinance"). The following is a summary of the contents of the proposed Ordinance, which among other things:

1. Authorizes the Township to incur nonelectoral debt pursuant to the Local Government Unit Debt Act, as amended (the "Act"), and to evidence such indebtedness by the issuance of its General Obligation Note, Series of 2018, in the maximum aggregate principal amount of \$\_\_\_\_\_ (the "Note") to finance: (A) various capital projects, including but not limited to \_\_\_\_\_ (collectively, the "Project"); and (B) the costs and expenses of issuing the Note.
2. States the estimated useful lives of the Project and that the Township has obtained realistic cost estimates for the Project.
3. States that the debt to be incurred through the issuance of the Note is nonelectoral.
4. Finds, after due consideration and investigation that a private invited sale of the Note is in the best financial interest of the Township.
5. Provides for the sale of the Note at a private invited sale, and accepts a proposal for the purchase of the Note from \_\_\_\_\_, which will be presented at the meeting.
6. Authorizes and directs the President or Vice President of the Board of Commissioners and the Secretary or Assistant Secretary of the Township and their successors, to prepare, certify and file a debt statement required by Section 8110 of the Act, to execute and deliver the Note, and to take all other action required by the Act or under the Ordinance in connection with the issuance of the Note.
7. Contains a statement that the Note, when issued, will be a general obligation note of the Township.
8. Contains a covenant by the Township as required by the Constitution of Pennsylvania and by the Act that the Township shall include in its budget for each fiscal year the amount of debt service on the Note for each such fiscal year; that it shall appropriate such amount from its general revenues for the payment of such debt service; that it shall duly and punctually pay or cause to be paid the interest



on and principal of the Note as the same shall become due; and that, for such budgeting, appropriation and payment, the full faith, credit and taxing power of the Township is pledged.

9. Provides for the creation of a Sinking Fund for the Note and the appointment of a Paying Agent and Sinking Fund Depository and authorizes the proper officers of the Township to enter into a contract with the Paying Agent and Sinking Fund Depository.
10. Provides for the form of the Note and the authentication certificate appertaining thereto and the terms thereof, including the schedule of principal maturities, the rates of interest and interest payment dates, and place of payment and redemption provisions for the Note.
11. Authorizes the disbursement and application of the proceeds of the Note.
12. Provides for other matters in connection with the issuance and sale of the Note.

A copy of the full proposed text of the Ordinance summarized above may be examined by any citizen in the office of the Township Secretary located in the Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 on business days between the hours of 8:00 a.m. and 4:00 p.m.

If the Ordinance is enacted, a Notice of Enactment thereof, including a summary of the omitted details, all of which will be determined at the meeting and will be inserted in the Ordinance prior to enactment, and also including any amendments to the Ordinance during final passage will be advertised after enactment and made available for examination by any citizen in accordance with the Act.

TOWNSHIP OF RADNOR

Robert A. Zienkowski, Township Manager/ Secretary