

**7ORDINANCE NO. \_\_\_\_ OF THE BOARD OF COMMISSIONERS OF  
THE TOWNSHIP OF MARPLE, DELAWARE COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF MARPLE, DELAWARE COUNTY, PENNSYLVANIA (THE “TOWNSHIP”), SETTING FORTH ITS INTENT TO INCUR NONELECTORAL INDEBTEDNESS EVIDENCED BY THE ISSUANCE OF ITS GENERAL OBLIGATION NOTE (THE “NOTE”) IN THE PRINCIPAL AMOUNT OF FIVE MILLION TWENTY-FIVE THOUSAND DOLLARS (\$5,025,000) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 Pa. C.S. Chs. 80-82 (THE “ACT”); FINDING THAT A PRIVATE SALE BY NEGOTIATION IS IN THE BEST FINANCIAL INTERESTS OF THIS TOWNSHIP; DETERMINING THAT SUCH NOTE SHALL EVIDENCE NONELECTORAL DEBT OF THIS TOWNSHIP; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE THE FUNDS NECESSARY TO FINANCE A PROJECT OF THIS TOWNSHIP WHICH CONSISTS OF: (A) ACQUIRING, CONSTRUCTING, FURNISHING AND EQUIPPING VARIOUS CAPITAL PROJECTS THROUGHOUT THIS TOWNSHIP, INCLUDING, BUT NOT LIMITED TO ROAD IMPROVEMENTS, SEWER IMPROVEMENT PROJECTS AND THE UPGRADE, RENOVATION AND EQUIPPING OF OTHER TOWNSHIP PROPERTIES; AND (B) PAYING THE COSTS AND EXPENSES OF ISSUING THE NOTE (THE “PROJECT”); COMBINING THE VARIOUS COMPONENTS OF THE PROJECT FOR FINANCING PURPOSES; MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION WITH THE PROJECT; ACCEPTING A PROPOSAL FOR THE PURCHASE OF SUCH NOTE AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH NOTE, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THIS TOWNSHIP; FIXING THE PRINCIPAL AMOUNT OF THE MATURITIES OF THE NOTE, THE DATED DATE, INTEREST PAYMENT DATES, MATURITY DATES, INTEREST RATES, MAXIMUM ANNUAL AMOUNTS TO BE APPROPRIATED FOR DEBT SERVICE, OPTIONAL REDEMPTION PROVISIONS, MANDATORY REDEMPTION PROVISIONS AND THE PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH NOTE; AUTHORIZING SPECIFIED OFFICERS OF THIS TOWNSHIP TO CONTRACT WITH THE PAYING AGENT; SETTING FORTH THE SUBSTANTIAL FORM OF THE NOTE EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH NOTE; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH NOTE TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS TOWNSHIP IN SUPPORT THEREOF; CREATING A SINKING FUND; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITARY; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT FOR SUCH NOTE WHEN DUE; SETTING FORTH PROVISIONS REGARDING THE MECHANICS OF THE PAYMENT OF INTEREST ON THE NOTE AND SETTING FORTH REGISTRATION AND TRANSFER PROVISIONS WITH RESPECT TO SUCH NOTE; 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 ISSUANCE OF THE NOTE, 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 OF THE COMMONWEALTH OF PENNSYLVANIA, ALL AS REQUIRED BY THE ACT; DECLARING THAT THE DEBT TO BE EVIDENCED BY SUCH NOTE, 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 NOTE UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT OF THE COMMONWEALTH OF PENNSYLVANIA; SETTING FORTH CERTAIN COVENANTS PRECLUDING THIS TOWNSHIP FROM TAKING ACTIONS WHICH WOULD CAUSE THE NOTE TO BECOME AN “ARBITRAGE BOND,” AS THAT TERM IS USED IN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE APPLICABLE REGULATIONS PROMULGATED THEREUNDER; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INsofar AS THE SAME SHALL BE INCONSISTENT HERewith.**

**WHEREAS**, the Township of Marple, Delaware County, Pennsylvania (the “Township”) is a first class township and a local government unit of the Commonwealth of Pennsylvania (the “Commonwealth”); and

**WHEREAS**, the Township desires to incur debt in an amount not to exceed \$5,025,000 to fund the acquisition, construction and equipping of various capital projects throughout this Township, including, but not limited to road improvements, sewer improvement projects and the upgrade, renovation and equipping of other Township properties and to pay the costs of issuance of the debt (collectively, the “Project”); and

**WHEREAS**, this Township now desires to incur non-electoral indebtedness to be evidenced by its General Obligation Note, Series of 2019 (the “Note”) in order to, among other things, finance the Project; and

**WHEREAS**, this Township, in contemplation of the issuance and sale of the Note, has determined that the Note shall be offered for sale at a private sale by negotiation pursuant to the

provisions of the Act, and has determined that a private sale by negotiation is in the best financial interests of this Township; and

**WHEREAS**, the Board of Commissioners “the “Board”) of the Township has determined to accept the proposal, dated April 2, 2019 (the “Proposal”) of Webster Public Finance Corporation (the “Purchaser”), for the purchase of the Note, such sale to be conditioned upon, among other things, the receipt of approval from the Department of Community and Economic Development of the Commonwealth (the “Department”) relating to the incurring of the principal amount of non-electoral indebtedness to be evidenced by the Note; and

**WHEREAS**, the Board has determined to and desires to accept the Proposal of Purchaser and to incur non-electoral debt to be evidenced by the Note pursuant to the provisions of the Act.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED**, by the Board of Commissioners of the Township of Marple, Delaware 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 incurrence of non-electoral indebtedness to be evidenced by the issuance of its Note in the principal amount of Five Million Twenty-Five Thousand Dollars (\$5,025,000). The Note shall be issued and sold in accordance with the provisions of the Act by private sale by negotiation. In connection therewith, the Board hereby finds and determines that a private sale by negotiation 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 issuance of the Note in accordance with the terms hereof, shall be non-electoral debt of this Township.

**Section 3.** A brief description of the Project is set forth in the preambles of this Ordinance and is incorporated herein by this reference.

The realistic estimated useful life of the various components of the Project range from five (5) years to in excess of thirty (30) years. It is hereby certified that an aggregate principal amount of the Note will mature prior to the end of the useful life of the respective component of the Project. The Board represents that it has obtained realistic cost estimates of the Project being financed with, among other things, proceeds of the Note from persons qualified by experience. The maturity of stated installments of principal of Note will not be deferred beyond the later of two years from the date of issuance of the Note or one year after estimated completion of construction of the Project.

This Township's desires to combine the various components of the Project for financing purposes in accordance with the provisions of the Act.

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

In accordance with Section 8142(b)(2) of the Act, the stated maturities or installments of principal of the Note shall be fixed so that the debt service on outstanding debt of this Township will be brought more nearly into an overall level annual debt service plan.

**Section 4.** Subject to the approval of the Department, as required by the provisions of the Act, the Board shall and does hereby accept the Proposal of the Purchaser, for the purchase of the Note in accordance with the terms and conditions of this Ordinance and Purchaser's Proposal. The sale of the Note shall be for a purchase price of not less than \$5,025,000 (100.00% of the principal amount of the Note). An Authorized Officer (hereinafter defined) is hereby authorized and directed to accept and to execute the Proposal 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, as required. A copy of the Proposal, as presented to this Board and accepted by this Ordinance, is incorporated herein by reference and shall be attached to this Ordinance and maintained with the minutes of this meeting. The bid security, if any, accompanying the Proposal shall be held and shall be applied as provided by the Act; provided, however, that no allowance for interest shall be made by this Township with respect to such bid security, except as provided by the Act.

The President or Vice President of the Board are designated collectively as the “Authorized Officers” and individually as an “Authorized Officer” for the purposes of this Ordinance.

**Section 5.** The Note, when issued, will be general obligation of this Township. The Note shall be designated the “General Obligation Note, Series of 2019”.

**Section 6.** The Note shall be fully registered, without coupons, in denominations of \$5,000 or any integral multiple thereof, in substantially the form hereinafter set forth in Section 9. The Note shall be dated as of its date of issuance and shall bear interest from that date on the principal amount of the Note then outstanding at the rate per annum set forth in Section 7, payable in accordance with the provisions of the Note and this Ordinance, semi-annually on March 1 and September 1 of each year, commencing on September 1, 2019 (each an “Interest Payment Date”), until maturity or prior redemption.

The Note will be issued as a non-revolving, drawdown loan and the principal of the Note shall be repaid by the Township pursuant to the terms and provisions of Section 7.

**Section 7.** (a) The Note, when issued, shall bear interest at the rate set forth in the form of Note attached hereto as Exhibit “A”, shall mature or be subject to mandatory sinking

fund redemption on the dates and in not to exceed principal amounts as set forth on the following schedules:

Date of Mandatory Redemption or <u>Maturity Date</u>	<u>Not to Exceed</u> <u>Principal Amount</u>
September 1, 2020	\$ 75,000
September 1, 2021	175,000
September 1, 2022	180,000
September 1, 2023	190,000
September 1, 2024	165,000
September 1, 2025	170,000
September 1, 2026	175,000
September 1, 2027	180,000
September 1, 2028	185,000
September 1, 2029	185,000
September 1, 2030	190,000
September 1, 2031	195,000
September 1, 2032	200,000
September 1, 2033	210,000
September 1, 2034	215,000
September 1, 2035	220,000
September 1, 2036	230,000
September 1, 2037	1,210,000
September 1, 2038*	675,000
<b>Total</b>	<b>\$5,025,000</b>

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\*Maturity Date.

(b) The maximum amounts to be appropriated for debt service on the Note in each fiscal year of this Township shall be as follows:

<u>Year</u> <u>(Ending 12/31)</u>	<u>Debt Service</u> <u>(Principal and Interest)</u>
2019	\$54,782.55
2020	257,608.50
2021	354,883.00
2022	353,523.50
2023	356,982.30
2024	325,077.70
2025	324,081.60
2026	322,903.80
2027	321,544.30
2028	320,003.10
2029	313,280.20
2030	311,557.30
2031	309,652.70
2032	307,566.40
2033	310,298.40
2034	307,667.00
2035	304,853.90
2036	306,859.10
2037	1,278,500.90
2038	699,529.50

(c) In addition to the mandatory sinking fund redemptions of the Note set forth in Section 7(a) above, the Note shall also be subject to redemption prior to the maturity date thereof, at the option of this Township, in whole or in part, at any time and from time to time, at a redemption price of 100% of the principal amount of the Note to be redeemed, plus accrued interest thereon to the date fixed for such optional redemption.

(d) For the purposes of redemption, the Note shall be treated as representing that number of notes which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of the Note being subject to redemption. In the event of a partial redemption of the Note, the Paying Agent shall document its records accordingly.

Any optional redemption of all or any portion of the principal of a Note shall be upon notice effected by mailing a copy of the redemption notice by first class mail, such notice to be deposited in first class mail not less than ten (10) days prior to the date fixed for optional redemption, addressed to the registered owner(s) of Note to be redeemed at their address(es) shown on the registration books kept by the Paying Agent as of the date all of any portion of a Note is selected for optional redemption; provided, however, that failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for optional redemption of or the portion of the principal of the Note called for optional redemption as to which proper notice has been given. Such notice shall be given in the name of the Township, shall identify in the case of a partial optional redemption of the Note, the principal amounts thereof to be optionally redeemed, shall specify the optional redemption date and the redemption price, and shall state that on the optional redemption date the Note or portions thereof so called for redemption will be payable at the designated corporate trust office of the Paying Agent and that interest will cease to accrue from the date of optional redemption.

On the date designated for redemption, notice having been provided as aforesaid (in the case of an optional redemption), and money for payment of the principal and accrued interest being held by the Paying Agent, interest on Note or portions thereof so called for redemption shall cease to accrue and such Note or portions thereof so called for redemption shall cease to be entitled to any benefit or security under this Ordinance, and registered owners of such Note or portions thereof so called for redemption shall have no rights with respect to such Note, except to receive payment of the principal of and accrued interest on the such Note to the date fixed for redemption.



If the redemption date for any Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or by executive order to close, then the payment of such principal and interest upon such redemption need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions in the Commonwealth are authorized to close with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such nominal date of redemption.

If at the time of mailing of any notice of optional redemption, this Township shall not have deposited with the Paying Agent moneys or obligations, the principal of or interest on which will be sufficient to redeem the Note or portions thereof so called for optional redemption, such notice may state that it is conditional and that it is subject to the deposit of optional redemption moneys with the Paying Agent not later than the opening of business on the optional redemption date, and such optional redemption notice shall be of no effect unless such moneys are so deposited.

**Section 8.** The Board of this Township appoints Webster Bank, N.A., of Conshohocken, Pennsylvania, as the paying agent and sinking fund depositary for the Note (with its successors and assigns the "Paying Agent"). Proper officers of this Township are hereby authorized, empowered and directed to contract with the Paying Agent for its services as paying agent and sinking fund depositary in accordance with the terms and conditions of the Proposal, this Ordinance and the Act. Payment of the principal of and interest on the Note shall be made, when due, in accordance with the provisions of the Note, at or from the office of the Paying Agent located in Conshohocken, Pennsylvania or such other office designated by the Paying Agent, in lawful money of the United States of America.

**Section 9.** The Note shall be in substantially the form set forth in Exhibit “A”, which is attached hereto and made a part hereof as though fully set forth herein, with appropriate insertions, omissions and variations. The Note, upon original issuance, is to be issued in the form of a single, fully registered note, in the denomination equal to the principal amount of the Note, and shall be delivered upon the written order of an Authorized Officer to or on behalf of the Purchaser. The Note shall be registered on the registration books kept by the Paying Agent in the name of the Purchaser.

**Section 10.** The Note shall be executed in the name and on behalf of this Township by the true or facsimile signature of one of the Authorized Officers and the true or facsimile official seal of this Township shall be affixed thereunto, duly attested by the true or facsimile signature of the Secretary or Assistant Secretary of the Township. Said officers are authorized and directed to execute, attest and seal the Note.

The Note shall not be entitled to any benefit under this Ordinance nor shall it be valid, obligatory or enforceable for any purpose until such Note shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly executed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Note, in accordance with the provisions hereof.

**Section 11.** This Township covenants to and with the registered owners, from time to time, of the Note that this Township: (i) shall include the amount of the debt service for the Note for each fiscal year in which such sums are payable in its budget for that 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 Note for such year; and (iii) shall duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal amount

of and interest on the Note 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 Section 8104(b) of the Act, the foregoing covenant of this Township shall be specifically enforceable.

**Section 12.** This Township hereby covenants to create and there is hereby created, pursuant to Section 8221 of the Act, a sinking fund for the Note, to be known as “Sinking Fund – Township of Marple - General Obligation Note, Series of 2019” (the “Sinking Fund”), which sinking funds shall be established with the Paying Agent and administered in accordance with applicable provisions of the Act and this Ordinance.

**Section 13.** The Paying Agent shall be the “sinking fund depository” with respect to the Sinking Fund created pursuant to Section 12 of this Ordinance. This Township covenants and agrees to deposit in the appropriate account created within the Sinking Fund, on or before each Interest Payment Date, an amount which shall be sufficient to permit the Paying Agent to pay on such Interest Payment Date all of the principal of and accrued interest becoming due with respect to the Note. After such deposit, the Paying Agent shall, without further authorization or direction from this Township or any of its officials, upon proper and timely presentation, execution and surrender of the Note, with respect to the payment of principal of the Note, or on the Interest Payment Date, with respect to the payment of interest on the Note, withdraw moneys from the appropriate account created within the Sinking Fund and apply such moneys to the prompt and full payment of such obligations in accordance with the terms thereof, the terms and conditions of this Ordinance and the provisions of the Act.

**Section 14.** The Note shall bear interest from the Interest Payment Date next preceding the date of registration and authentication of such Note, unless: (a) such Note is registered and authenticated as of an Interest Payment Date, in which event such Note shall bear interest from said Interest Payment Date; or (b) the Note is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event such Note shall bear interest from such Interest Payment Date; or (c) the Note is registered and authenticated on or prior to the Record Date preceding the first Interest Payment Date occurring immediately after the date of issuance of the appropriate series (or subseries) of the Note in which event such Note shall bear interest from the date of issuance of such Note; or (d) as shown by the records of the Paying Agent, interest on such Note shall be in default, in which event such Note shall bear interest from the date on which interest was last paid on such Note. Interest on the principal amount of the Note drawn down, from time to time, shall be paid semi-annually on March 1 and September 1 of each year, commencing September 1, 2019, until the principal sum is paid. Interest on a Note is payable by the Paying Agent to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day (whether or not a business day) next preceding each Interest Payment Date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Note subsequent to such Record Date and prior to such Interest Payment Date, unless this Township shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name a Note is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner(s) of the Note(s) not less than fifteen (15) days preceding such special record date. Such

notice shall be mailed to the persons in whose names the Note is registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or the interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to close, then the payment of such principal or interest need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions in the Commonwealth are authorized to close, with the same force and effect as if made on the nominal date for payment of the principal or the interest, and no interest shall accrue after such due date.

This Township and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Note: (i) then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Note or portions thereof to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given; or (ii) selected for redemption, in whole or in part until after the date fixed for redemption. The Note may be exchanged for a like aggregate principal amount of notes of other authorized denominations of the same series, maturity and interest rate.

The Note shall be transferable or exchangeable by the registered owner thereof upon surrender thereof to the Paying Agent, at its designated office located in Conshohocken, Pennsylvania, or at any other office designated by the Paying Agent, when duly endorsed or accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of a Note (or portion thereof) in the registration books of this Township maintained

by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees new fully registered Note of authorized denominations of the same series and maturity for the aggregate amount which the transferee or transferees are entitled to receive at the earliest practicable time. After delivering such new Note(s) the Paying Agent may destroy the Note surrendered for the transfer.

This Township and the Paying Agent may deem and treat the persons in whose names the Note shall be registered on the registration books of this Township maintained by the Paying Agent as the absolute owners thereof for all purposes, whether such Note shall be overdue or not, and payment of the principal of and/or interest on the Note shall be made only to or upon the order of the registered owners thereof or their legal representatives, but such registration may be changed, as herein and in the Note provided. All such payments shall be valid and effectual to satisfy in full and discharge the liability of this Township upon the Note so paid, to the extent of the sum or sums so paid, and neither this Township nor the Paying Agent shall be affected by any notice to the contrary.

This Township shall cause to be kept, and the Paying Agent shall keep, at the office of the Paying Agent located in Conshohocken, Pennsylvania, or at such other offices designated by the Paying Agent, books for the registration, exchange and transfer of the Note in the manner provided herein and therein so long as the Note shall remain outstanding. Such registration, exchanges and transfers shall be made without charge to noteholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

**Section 15.** Proper officials of this Township, and, if applicable, their duly qualified respective successors, are hereby authorized and directed, in the name of 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 and file with the Department a duly attested copy of this Ordinance, with proofs of proper publication, the accepted Proposal and a complete and accurate transcript of the proceedings relating to the incurring of the debt to be evidenced by the Note, including the debt statement and borrowing base certificate; (d) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; (e) to pay or to cause to be paid from proceeds of the Note or otherwise, all costs and expenses incurred by this Township in connection with the enactment of this Ordinance, and, as set forth in Section 17 hereof, the issuance of the Note; (f) to advertise the enactment of this Ordinance, as required by the Act; and (g) to take any and all other action, and to approve, execute and deliver any and all documents and other instruments, required or permitted by the Act or by the Proposal, or which they, in their sole discretion, may deem necessary, proper or desirable to effect the issuance of the Note, to the extent not inconsistent with this Ordinance or applicable law.

**Section 16.** It is hereby declared that the debt to be evidenced by the Note, 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 17.** The proper officers of this Township are hereby authorized and directed to deliver the Note to the Purchaser, upon due registration and authentication thereof as provided for herein, upon receipt of full or partial payment of the purchase price therefore (in the principal

amount to be initially drawn down by the Township) and to pay or cause to be paid the costs of issuance of the Note (which costs of issuance shall be approved by an Authorized Officer at the time of issuance of the Note); provided, however, that such delivery and such payments shall be effected only after the Department has certified its approval pursuant to the Act.

**Section 18.** This Township covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest Note under Section 103 of the Code (hereinafter defined). This Township further covenants that it will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of this Township, or take or omit to take any action that would cause the Note to be an “arbitrage bond” within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulation promulgated thereunder. To that end, this Township will comply with all requirements of Section 148 of the Code to the extent applicable to the Note and the proceeds thereof. In the event that at any time this Township is of the opinion that for purposes of this Section 18 it is necessary to restrict or limit the yield on the investment of any proceeds of the Note held by or on behalf of this Township, shall take such action as may be necessary to effect such restriction.

Without limiting the generality of the foregoing, this Township (if necessary) shall pay or cause to be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Note from time to time. This covenant shall survive payment in full or defeasance of the Note.



An Authorized Officer is hereby authorized and directed to make any elections on behalf of this Township permitted by the Code or any Treasury Regulations deemed necessary or appropriate to enable the Township to comply with the requirements of this Section 18.

Notwithstanding any provision of this Section 18, if this Township obtains an opinion of nationally recognized bond counsel to the effect that any action required under this Section 18 is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Note pursuant to Section 103 of the Code, this Township may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be modified to the extent set forth in such opinion without further action by this Township.

In accordance with Section 265(b)(3)(D) of the Code, the Township hereby finds and determines that the Note is hereby designated as “qualified tax-exempt obligation” as defined in and for purposes of the Code.

**Section 19.** 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 20.** All Ordinances or parts of ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.

**Section 21.** This Ordinance shall be effective in accordance with the Act.

**DULY ENACTED THIS 8<sup>TH</sup> DAY OF APRIL, 2019, BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF MARPLE, DELAWARE COUNTY, PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.**

**TOWNSHIP OF MARPLE,  
Delaware County, Pennsylvania**

By: \_\_\_\_\_  
(Vice) President

(SEAL)

Attest: \_\_\_\_\_  
(Assistant) Secretary

**Exhibit “A”**

**TOWNSHIP OF MARPLE  
DELAWARE COUNTY, PENNSYLVANIA**

**GENERAL OBLIGATION NOTE,  
SERIES OF 2019**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE OF SERIES</u>
3.634%	September 1, 2038	May 13, 2019

REGISTERED OWNER: Webster Public Finance Corporation

PRINCIPAL SUM: FIVE MILLION TWENTY-FIVE THOUSAND DOLLARS (\$5,025,000)

**KNOW ALL MEN BY THESE PRESENTS**, that the Township of Marple, Delaware County, Pennsylvania (the “Township”), a first class township existing under the laws of the Commonwealth of Pennsylvania (the “Commonwealth”), for value received, hereby acknowledges itself to be indebted and promises to pay to the order of the registered owner hereof, on the maturity date stated hereon (or upon prior redemption, as hereinafter provided), upon presentation and surrender hereof at the designated corporate trust office of the Paying Agent (hereinafter defined), the principal sum set forth above (or the portion thereof that has been drawn-down by the Township) and to pay semiannually on March 1 and September 1 of each year prior to maturity or redemption (each an “Interest Payment Date”), commencing on September 1, 2019, to the registered owner hereof, interest on such principal sum, at the rate of interest set forth above, from the Interest Payment Date next preceding the date of registration and authentication of this General Obligation Note, Series of 2019 (the “Note”) unless: (a) this Note is registered and authenticated as of an Interest Payment Date, in which event this Note

shall bear interest from such Interest Payment Date; or (b) this Note is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date in which event such Note shall bear interest from such Interest Payment Date; or (c) this Note is registered and authenticated on or prior to the Record Date preceding the first Interest Payment Date occurring after the date of issuance of this Note, in which event such Note shall bear interest from the date of issuance; or (d) as shown by the records of Webster Bank, N.A., as paying agent, an office of which is located in Conshohocken, Pennsylvania, or its successor (the "Paying Agent"), interest on such Note shall be in default, in which event such Note shall bear interest from the date on which interest was last paid on such Note. Interest on each Note is payable by check drawn on the Paying Agent, which shall be mailed to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day (whether or not a business day) next preceding each Interest Payment Date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Note subsequent to such Record Date and prior to such Interest Payment Date, unless the Township shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Note is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of Note (hereinafter defined) not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Note are registered at the close of business on the fifth (5th) day preceding the date of mailing.

Interest on the Note will be calculated based upon a year of twelve (12) thirty (30) day months and 360 days.

Whenever the due date for payment of interest on or principal of the Note or the date fixed for redemption of any Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to close, then payment of such interest, principal, or redemption price need not be made on any such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to close, with the same force and effect as if made on the due date for payment of principal, interest or redemption price and no interest shall accrue thereon for any period after such due date.

This Note of the Township is known generally as the “General Obligation Note, Series of 2019” (the “Note”), issued by the Township in the not to exceed principal amount of Five Million Twenty-Five Thousand Dollars (\$5,025,000).

The Note is in the fully registered form, without coupons, and have been authorized and issued in accordance with the Local Government Unit Debt Act of the Commonwealth, 53 Pa. C.S. Chs. 80-82 (the “Act”), without the assent of the electors, pursuant to an Ordinance (the “Ordinance”) of the Board of Commissioners (the “Board”) of the Township. The terms and provisions of the Ordinance are hereby incorporated by reference as if set forth fully herein.

The Township has covenanted in the Ordinance, to and with the registered owners, from time to time, of the Note that shall be outstanding, from time to time, pursuant to the Ordinance, that the Township: (i) shall include the amount of the debt service for the Note, for each fiscal year in which such sums are payable in its budget for that fiscal year; (ii) shall appropriate from

its general revenues in each fiscal year the amount required to pay debt service on the Note for such year; and (iii) shall duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenue or funds, the principal amount of and interest on the Note 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, the Township has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

In the Ordinance, the Township has covenanted that it will not take any action, if any such action or failure to take action would adversely affect the exclusions from gross income of the interest on the Note under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and that it will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds, or take or omit to take any action that would cause the Note to be an “arbitrage bond” within the meaning of Section 148(a) of the Code.

In accordance with Section 265(b)(3)(D) of the Code, the Township has designated that the Note is a “qualified tax-exempt obligation” as defined in and for purposes of the Code.

This Note shall not be entitled to any benefit under the Ordinance nor shall it be valid, obligatory or enforceable for any purpose until this Note shall have been authenticated by the Paying Agent.

This Note is subject to redemption prior to maturity, at the option of the Township, in whole, or in part, at any time and from time to time at a redemption price equal to 100% of the principal amount of the Note to be redeemed plus accrued interest thereon to the date fixed for such optional redemption. In the event that less than the entire principal amount of the Note is to be redeemed, the Township shall determine the portion of the Note to be redeemed.

The Note is also subject to mandatory sinking fund redemption prior to maturity on the dates and in the amounts set forth in the Ordinance.

For the purposes of redemption, such Note shall be treated as representing that number of notes which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Note being subject to redemption. In the event of a partial redemption of the Note, the Paying Agent shall document its records accordingly.

Any optional redemption of all or any portion of the principal of the Note shall be upon notice effected by mailing a copy of the optional redemption notice by first class mail, such notice to be deposited in first class mail not less than twenty (20) days prior to the date fixed for optional redemption, addressed to the registered owners of the Note to be optionally redeemed at their address(es) shown on the registration books kept by the Paying Agent as of the date all or any portion of the Note is selected for optional redemption; provided however, that failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for optional redemption of other portions of the principal of the Note called for optional redemption as to which proper notice has been given. Such notice shall be given in the name of the Township, shall identify, in the case of a partial redemption of the Note, the respective principal amounts thereof to be redeemed, shall specify the redemption date and the redemption price, and shall state that on the optional redemption date the Note, or portion thereof so called for optional redemption will be payable at the designated corporate trust office of the Paying Agent and that interest will cease to accrue from the date of redemption.

On the date designated for redemption, notice having been provided as aforesaid (in the case of an optional redemption), and money for payment of the principal and accrued interest being held by the Paying Agent, interest on the Note or portions thereof so called for optional

redemption shall cease to accrue and such Note or portions thereof so called for optional redemption shall cease to be entitled to any benefit or security under the Ordinance, and registered owners of such Note or portions thereof so called for optional redemption shall have no rights with respect to such Note, except to receive payment of the principal of and accrued interest on such Note to the date fixed for optional redemption.

If at the time of mailing of any notice of optional redemption, this Township shall not have deposited with the Paying Agent moneys or obligations, the principal of or interest on which will be sufficient to redeem the Note or portions thereof so called for optional redemption, such notice may state that it is conditional and that it is subject to the deposit of redemption moneys with the Paying Agent not later than the opening of business on the optional redemption date, and such optional redemption notice shall be of no effect unless such moneys are so deposited.

This Note may be transferred or exchanged by the registered owner hereof only upon surrender of this Note to the Paying Agent at its office located in Conshohocken, Pennsylvania, or at such other office designated by the Paying Agent, when duly endorsed or accompanied by a written instrument or instruments of transfer in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Note or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Note in the registration books maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees a new fully registered note or Note of the same series and of authorized denominations of the same maturity and form for the aggregate amount which the transferee is entitled to receive at the earliest practicable time. After delivering such new Note the Paying Agent may destroy the Note surrendered for transfer. The



Township and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Township and the Paying Agent shall not be affected by any notice to the contrary. All payments made to the registered owner of a Note, as herein provided, shall be valid and effectual to satisfy in full and discharge the liability of the Township upon the Note as paid.

The Township and the Paying Agent shall not be required to issue or to register the transfer or exchange of any Note: (a) then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Note or portions thereof to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given; or (b) selected for redemption in whole or in part until after the redemption date. The Note may be exchanged for a like aggregate principal amount of Note of other authorized denominations, of the same maturity and interest rate.

**No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or on the Ordinance, against any member of the Board of the Township, officer or employee, past, present, or future, of the Township or of any successor body, as such, either directly or through the Township or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Note.**

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth 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 to exist, to have happened or to have been performed precedent to or in connection with 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 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; that the Township has established with the Paying Agent, as Sinking Fund Depository, 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, within the limits established by law.

**IN WITNESS WHEREOF, TOWNSHIP OF MARPLE, DELAWARE COUNTY, PENNSYLVANIA** has caused this Note to be executed in its name and on its behalf by the actual or facsimile signature of the President or Vice President of the Board of Commissioners of the Township and the actual or a facsimile of its corporate seal to be hereunder affixed, duly attested by the actual or facsimile signature of the Secretary or Assistant Secretary of the Township, all as of the 13<sup>th</sup> day of May, 2019.

**TOWNSHIP OF MARPLE,  
Delaware County, Pennsylvania**

By: \_\_\_\_\_  
(Vice) President

Attest: \_\_\_\_\_  
(Assistant) Secretary

**CERTIFICATE OF AUTHENTICATION AND**

**CERTIFICATE AS TO OPINION**

It is certified that:

(i) This Note is the Note described in the within mentioned Ordinance; and

(ii) The text of the Opinion attached to this Note is a true and correct copy of the text of the original opinion issued by Eckert Seamans Cherin & Mellott, LLC, Philadelphia, Pennsylvania, as Bond Counsel, dated and delivered on the date of the original delivery of, and payment for, such Note, an executed original of which opinion is on file at our corporate trust office located in Philadelphia, Pennsylvania, and may be inspected thereat.

**WEBSTER BANK, N.A.**, as Paying Agent

By: \_\_\_\_\_  
Authorized Officer

Date of Registration and Authentication:

**ASSIGNMENT**

FOR VALUE RECEIVED, \_\_\_\_\_ (the "Transferor"), the

undersigned, hereby sells, assigns and transfers unto

\_\_\_\_\_ (the "Transferee")  
Name

\_\_\_\_\_  
Address

Social Security or Federal Employer Identification No. \_\_\_\_\_ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ as attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Date: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
**NOTICE:** signature(s) must be guaranteed by a member of the New York Stock Exchange or a bank or a trust company

**NOTICE:** No transfer will be made in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and the date of the trust and the name of the trustee should be applied