

Ordinance No. 1436

MUNICIPALITY OF MONROEVILLE
(Name of Local Government Unit)

Allegheny County, Pennsylvania

WHEREAS, Municipality of Monroeville (hereinafter the "Local Government Unit") deems it advisable to borrow Six Hundred Twenty Five Thousand and no/10 DOLLARS pursuant to the Local Government Unit Debt Act (herein the "Act") for the purpose of public works projects and equipment

(hereinafter the "Project"); and

WHEREAS, the Local Government Unit has obtained an estimate of the cost of the Project by taking bids, obtaining an option, obtaining estimates from registered architects, professional engineers or other persons qualified by experience [delete whichever methods of obtaining costs are inapplicable]; and

WHEREAS, said cost has been determined to be \$626,541.00; and

WHEREAS, notice of the following ordinance has been duly advertised in accordance with Section 103 of the Act; and

WHEREAS, Pittsburgh National Bank (hereinafter the "Bank") has presented a written proposal to this meeting to purchase a note to be issued by the Local Government Unit;

NOW, THEREFORE, Be and it hereby is ordained and enacted that:

1. The indebtedness of the Local Government Unit be increased in the amount of Six Hundred Twenty Five Thousand and no/100 - - DOLLARS to be evidenced by the issuance of an installment note (herein the "Note") in the form of the Note presented to this meeting and incorporated into the minutes hereof as Exhibit N.

2. The debt to be incurred is non-electoral debt and is to be incurred to pay the costs of the Project, the useful life of which is five years.

3. The Note shall be sold at a private sale.

4. The Local Government Unit accepts the proposal of the Bank to purchase the Note, at par. The Note will be dated the date of its delivery, will mature in the following installments on the following dates:

| Date | Amount |
|---------------------------|---------------------------|
| <u>October 1, 1985</u> | <u>\$125,000.00</u> |
| <u>October 1, 1986</u> | <u>\$125,000.00</u> |
| <u>October 1, 1987</u> | <u>\$125,000.00</u> |
| <u>October 1, 1988</u> | <u>\$125,000.00</u> |
| <u>October 1, 1989</u> | <u>\$125,000.00</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

I bear interest at the rate of * % per annum on the unpaid balance, payable semi-annually, and will be redeemable at the option of the Local Government Unit at any time without premium or penalty.

5. The proposal of the Bank presented to this meeting shall be incorporated into the minutes hereof as Exhibit "B" and the proper officers of the Local Government Unit, namely the Mayor and Manager , are hereby authorized and directed to execute and deliver on behalf of and under the seal of the Local Government Unit an acceptance of said proposal.

6. The proper officers of the Local Government Unit, namely Mayor and Manager , are hereby authorized and directed to prepare, certify and file the debt statement required by Section 410 of the Local Government Unit Debt Act.

7. The Note shall be a general obligation of the Local Government Unit and the Local Government Unit hereby covenants with the holder, from time to time, of the Note that it will include the amount of the debt service for each fiscal year in which any installment of principal or interest is payable in its budget for that year, will appropriate such amounts to the payment of such debt service and will duly and punctually pay or cause to be paid the principal and interest on the Note on the dates and at the places and in the manner stated therein according to the true intent and meaning thereof and for such budgeting, appropriation and payment, the Local Government Unit hereby pledges its full faith, credit and taxing power.

CB-12 (Rev. 9-80)

* At all times equal to publicly announced by

venty five percentum (75%) per annum of the rate of interest Bank from time to time as its Prime Rate.

PROPOSAL

Pittsburgh National Bank (hereinafter the "Bank") hereby offers to purchase, at par, \$625,000.00, principal amount, Municipality of Monroeville (hereinafter the "Local Government Unit") Capital Note (hereinafter the "Note"), maturing at the following times and in the following amounts, with the right of prepayment without penalty reserved to the Local Government Unit:

| Date | Amount |
|------------------------|---------------------|
| <u>October 1, 1985</u> | <u>\$125,000.00</u> |
| <u>October 1, 1986</u> | <u>\$125,000.00</u> |
| <u>October 1, 1987</u> | <u>\$125,000.00</u> |
| <u>October 1, 1988</u> | <u>\$125,000.00</u> |
| <u>October 1, 1989</u> | <u>\$125,000.00</u> |
| _____ | _____ |
| _____ | _____ |

with interest at the rate of * % per annum on the unpaid balance until maturity and thereafter at the highest rate permitted by law but not in excess of 14 % per annum, payable semi-annually in the manner and at the place of payment of the principal installments;

subject to receipt of the following, in form and substance satisfactory to the Bank:

1. A duplicate original of the transcript of proceedings authorizing the issuance of the Note certified by an appropriate officer of the Local Government Unit to have been filed with and approved by the Department of Community Affairs of the Commonwealth of Pennsylvania;
2. A copy of the evidence of receipt by the Department of Community Affairs of such transcript;
3. Arbitrage Certificate, in form and substance satisfactory to the Bank;
4. An opinion of the Local Government Unit's Solicitor dated the date of delivery of and payment for the Note to the effect that the proceedings for the authorization and issuance of the Note have been duly and properly taken, that the Note will be the valid and binding obligation of the Local Government Unit, enforceable in accordance with its terms, that the Local Government Unit's Arbitrage Certificate is not unreasonable, and that interest on the Note is exempt from Federal, Commonwealth of Pennsylvania and local taxation;
5. Executed Note.

This proposal is subject to acceptance no later than 12:00 P.M.,
October 31, 1984.

PITTSBURGH NATIONAL BANK

By *L. Scott Neely*
L. Scott Neely, Vice President

ACCEPTANCE

Pursuant to ordinance duly enacted this 24th day of September, 1984,
Municipality of Monroeville
has accepted the above proposal of Pittsburgh National Bank.
WITNESS the due execution hereof this 24th day of September, 1984.

Pittsburgh National Bank (hereinafter the "Bank") hereby offers to purchase, at par, \$625,000.00, principal amount, Municipality of Monroeville (hereinafter the "Local Government Unit") Capital Note (hereinafter the "Note"), maturing at the following times and in the following amounts, with the right of prepayment without penalty reserved to the Local Government Unit:

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| <u>October 1, 1985</u> | <u>\$125,000.00</u> |
| <u>October 1, 1986</u> | <u>\$125,000.00</u> |
| <u>October 1, 1987</u> | <u>\$125,000.00</u> |
| <u>October 1, 1988</u> | <u>\$125,000.00</u> |
| <u>October 1, 1989</u> | <u>\$125,000.00</u> |
| _____ | _____ |
| _____ | _____ |

with interest at the rate of * % per annum on the unpaid balance until maturity and thereafter at the highest rate permitted by law but not in excess of 14 % per annum, payable semi-annually in the manner and at the place of payment of the principal installments;

subject to receipt of the following, in form and substance satisfactory to the Bank:

1. A duplicate original of the transcript of proceedings authorizing the issuance of the Note certified by an appropriate officer of the Local Government Unit to have been filed with and approved by the Department of Community Affairs of the Commonwealth of Pennsylvania;
2. A copy of the evidence of receipt by the Department of Community Affairs of such transcript;
3. Arbitrage Certificate, in form and substance satisfactory to the Bank;
4. An opinion of the Local Government Unit's Solicitor dated the date of delivery of and payment for the Note to the effect that the proceedings for the authorization and issuance of the Note have been duly and properly taken, that the Note will be the valid and binding obligation of the Local Government Unit, enforceable in accordance with its terms, that the Local Government Unit's Arbitrage Certificate is not unreasonable, and that interest on the Note is exempt from Federal, Commonwealth of Pennsylvania and local taxation;
5. Executed Note.

This proposal is subject to acceptance no later than 12:00 P.M., October 31, 1984.

PITTSBURGH NATIONAL BANK

By L. Scott Neely
L. Scott Neely, Vice President

ACCEPTANCE

Pursuant to ordinance duly enacted this 24th day of September, 1984,
Municipality of Monroeville

has accepted the above proposal of Pittsburgh National Bank.

WITNESS the due execution hereof this 24th day of September, 1984.

Municipality of Monroeville

(Name of Local Government Unit)

By Michael P. Lynch
Mayor

(SEAL)
ATTEST:

[Signature]
Manager

CB-12 (Rev. 9-80)

* At all times equal to seventy percentum (75%) per annum of the rate of interest publicly announced by the Bank from time to time as its Prime Rate.

General Obligation
Installment Note

\$ 625,000.00

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Municipality of Monroeville (hereinafter the "Local Government Unit") intending to be legally bound, promises to pay to the order of Pittsburgh National Bank at its office at Monroeville, Pennsylvania, in such coin or currency as at the time and place of payment is legal tender for the payment of public and private debts, the sum of Six Hundred Twenty Five Thousand and no/100 DOLLARS (\$625,000.00) on the following dates and in the following amounts:

| Date | Amount |
|------------------------|---------------------|
| <u>October 1, 1985</u> | <u>\$125,000.00</u> |
| <u>October 1, 1986</u> | <u>\$125,000.00</u> |
| <u>October 1, 1987</u> | <u>\$125,000.00</u> |
| <u>October 1, 1988</u> | <u>\$125,000.00</u> |
| <u>October 1, 1989</u> | <u>\$125,000.00</u> |
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |

Interest shall be payable semi-annually on April 1 and October 1 in each year beginning April 1, 1985, until the principal shall have been paid, in the manner and at the place of payment of the principal installments at the rate of * % per annum on the unpaid balance until maturity and thereafter at the highest rate permitted by law not in excess of 14 % per annum.

Payment of the indebtedness evidenced hereby may be anticipated in whole or in part at any time and from time to time without premium or penalty.

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

In the event of a default hereunder, the entire balance shall be and become immediately due and payable without notice or demand.

This Note evidences a borrowing for a project under the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as amended, pursuant to an ordinance of the Local Government Unit duly and regularly enacted in accordance with the provisions of said Act.

WITNESS the due execution hereof this _____ day of _____, 1985.

Municipality of Monroeville
(Name of Local Government Unit)

By Michael P. Lynch

(SEAL)

ATTEST:

Marshall W. Ben

* At all times equal to seventy five percentum (75%) per annum of the rate of interest publicly announced by the Bank from time to time as its Prime Rate.

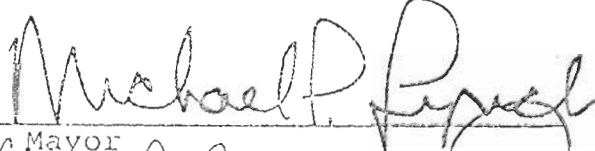
8. Pittsburgh National Bank is hereby designated as the Sinking Fund Depository for the Note and there is hereby created a Sinking Fund for the payment of the principal and the interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The Treasurer of the Local Government Unit shall deposit into the Sinking Fund sufficient amounts for payment of principal and interest on the Note no later than the date upon which such payments shall become due. The Sinking Fund Depository shall, without further action by the Local Government Unit withdraw available monies in the Sinking Fund and apply said monies to payment of the principal of and interest on the Note.


9. Upon approval of the Department of Community Affairs of the Commonwealth of Pennsylvania to issue the Note, the appropriate officer, namely Mayor, shall execute and affix the seal of the Local Government Unit to the Note and the Manager shall attest the same and either or both officers shall deliver the Note to the Bank.

10. The proper officers of the Local Government Unit are hereby authorized and directed to do all acts necessary and proper for the issuance and securing the said Note.

11. This Ordinance shall be deemed to be a contract with the holders, from time to time, of the Note and the covenant contained in Section 7 hereof shall be specifically enforceable.

DULY ENACTED this 24th day of September, 1984.



Mayor


Municipal Manager

Entered in Legal Book October 4, 1984