

THE COUNTY OF WARREN  
ORDINANCE NO. 5 OF 1991

AN ORDINANCE (i) AUTHORIZING THE INCURRENCE OF LEASE RENTAL DEBT AND PROVIDING FOR THE ADDITIONAL REQUIREMENT OF THE LOCAL GOVERNMENT UNIT DEBT ACT, REQUISITE TO THE COUNTY EXECUTING AND DELIVERING A GUARANTY AGREEMENT WITH RESPECT TO THE INTEGRA NATIONAL BANK/NORTH LOAN TO BE MADE TO THE WARREN COUNTY SOLID WASTE AUTHORITY, NOT TO EXCEED ONE (1) MILLION DOLLARS IN AGGREGATE PRINCIPAL AMOUNT; (ii) DESCRIBING THE CLOSURE PROJECT AND APPROVING THE PROJECT COSTS; (iii) APPROVING SAID GUARANTY AGREEMENT AND AUTHORIZING AND DIRECTING CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE SAME ON BEHALF OF THE COUNTY; (iv) AUTHORIZING AND DIRECTING THE COUNTY TREASURER TO PAY THE AMOUNT AS AND WHEN DUE AND PAYABLE BY THE COUNTY UNDER SAID GUARANTY AGREEMENT; AND (v) APPROVING THE APPOINTMENT BY SAID AUTHORITY OF McMANUS ENGINEERING COMPANY AS CONSULTING ENGINEER FOR THE PROJECT.

WHEREAS, it is the intent of the Warren County Solid Waste Authority (the "Authority") to borrow an amount not to exceed \$1,000,000.00 in aggregate principal amount in connection with the payment for part of the costs and expenses associated with the closure of the Solid Waste Disposal Plant and Facility at the Grunderville Landfill, Warren, Pennsylvania; the Authority having received realistic cost estimates from professional engineers and others qualified by experience, indicating a sum of approximately \$1,600,000.00 will be needed to complete the Project, and

WHEREAS, Integra National Bank/North (the "Bank") has agreed to furnish said funds to the Authority at an annual interest rate of 6.49% to be repaid to the Bank over a period of eleven (11) years, and

WHEREAS, the Bank loan commitment to furnish said funds to the Authority is conditioned upon the County of Warren guaranteeing to the Bank and to any transferee of the Note of the Authority, the repayment of the principal of and interest due on said loan, if not repaid by the Authority to the Bank in full in accordance with the terms of the Note, and

WHEREAS, it is the intent of the County of Warren to incur Lease Rental Debt as defined in the Local Government Unit Debt Act of Pennsylvania, as amended and supplemented, by the execution and delivery of a Guaranty Agreement with Integra National Bank/North.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of the County Commissioners of the County of Warren, located in Pennsylvania; and it is hereby ordained and enacted by the Authority of the same as follows:

Section 1. The County hereby determines to incur Lease Rental Debt, as defined in the Local Government Unit Debt Act of Pennsylvania, Act No. 52, approved April 28, 1978, as amended and supplemented (the "Act") by the execution and delivery of a Guaranty Agreement (the "Agreement") dated January 15, 1992 with Integra National Bank/North (the "Bank") whereunder the County guarantees to the Bank and to any transferee of the Note of the Authority hereinafter mentioned, the repayment of the principal of and any interest due on any loan made by the Bank to the Warren County Solid Waste Authority (the "Authority") which Bank loan to the Authority is not to exceed \$1,000,000.00 in aggregate principal amount and is to be made in conjunction with payment for part of the costs and expenses associated with the engineering, construction and financing of the closure of the Solid Waste Disposal Plant and Facility which previously served the residents of Warren County, Pennsylvania, and is to be evidenced by a Promissory Note (the "Note") of the Authority, which Bank loan and Note in evidence thereof, if not repaid by the Authority to the Bank in full in accordance with its terms and within the eleven (11) year period immediately following the date of the Bank loan from the net receipts and revenues of the Authority from the Warren County Surcharge on solid waste generated within Warren County, shall be repaid by the County in accordance with the terms and provisions of such Note as and when due. The Agreement is intended to be a contract of guaranty and not one of suretyship. As a part of the consideration for any payment made under the Agreement by the County, the County will purchase thereby the Authority's interest in the Plans and Specifications for the Closure of the Solid Waste Disposal Plant and Facility. The Chief Clerk and Auditors of the County are hereby authorized and directed to prepare, certify and file the Debt Statement of the County as provided for in the Local Government Unit Debt Act; and the Chief Clerk of the County is authorized and directed, if desirable, to prepare and file the statements and documents required under said Act to obtain any exclusion possible of such Lease Rental Debt of the County from the Net Debt of the County and to record such exclusion approval, all as provided in said Act; and the officials of the County regularly auditing the books of the County are authorized and directed to prepare the Borrowing Base Certificate of the County, as required by said Act; and the Chief Clerk of the County is authorized and directed to file with the Department of Community Affairs a copy of the proceedings with respect to the incurring of such Lease Rental Debt as provided in said Act; and the Chief Clerk of the County and the County Treasurer are authorized and directed to pay or cause to be paid, any required filing fees under the Act. The report of McManus Engineering Company, Consulting Engineering for the Project described in Section 2 hereof concerning the project, and incorporated therein, the Financial Report of Coates, Way & Anderson, CPA's, identifying the estimated

net revenues to be available to pay the costs of said Project, a copies of which reports are on file with the Chief Clerk of the County and available for inspection, is hereby approved so that the same, if necessary or desirable, may be filed with a request for exclusion of Lease Rental Debt as self-liquidating, at least in part, as provided in said Act.

SECTION 2. The Authority has caused to be prepared by McManus Engineering Company, the Consulting Engineer for said Project, the final Plans and Specifications for the Authority's Closure of the Solid Waste Disposal Plant and Facility (and such Plans and Specifications, the Solid Waste Disposal Plan and Facility to be closed and the Financial Projections are herein called the "Project"). The total estimated cost of the Project of not more than \$1,600,000.00, is hereby approved, which such project cost to be financed by the Authority's Note, certain cash contributions currently on hand with the Authority, and other net receipts and revenues of the Authority from the Warren County Surcharge on Solid Waste generated within Warren County and disposed of at certain facilities designated in the Warren County Municipal Waste Plan. The Project is hereby determined to have a realistic useful life in excess of 20 years.

SECTION 3. The Agreement in the form submitted to this meeting, and hereby Ordered filed with the minutes of this meeting be, and it hereby is approved. The County Commissioners, on behalf of the County, are hereby authorized and directed at any time after the enactment, final passage and effective date of this Ordinance, and the approval of the Department of Community Affairs of the proceedings with respect to the incurring of such Lease Rental Debt of the County, to execute and the Chief Clerk is hereby authorized and directed then to affix the seal of the County to, and to attest the same on, and to deliver to the Bank the Agreement. Said Agreement provides that the County guarantees to pay to the Bank, in the event the Authority fails to pay the same, as and when due, the principal of the Bank loan outstanding, which principal not to exceed \$1,000,000.00, and interest, is to be amortized in equal monthly payments over the last ten years of the loan. The interest on any outstanding principal amount is payable monthly at the rate of 6.49% per annum. The maximum amount of the aggregate principal amount of such Authority's bank loan that may be payable by the County from its taxes and other current revenues is \$1,000,000.00.

The County, during the life of said Agreement, will reserve its unused non-electoral debt borrowing capacity as conferred by the Constitution and Laws of the Commonwealth of Pennsylvania, in an amount equal to not less than the aggregate principal amount of the Note, outstanding at such time even though

the Lease Rental Debt evidenced by the Agreement may be determined to be self-liquidating and excluded from the Net Debt of the County; and that if the County is obligated to pay under the Agreement any unpaid portion of the debt of the Authority, evidenced by the Note, as and when due, the County shall include the amount payable in respect of the Agreement, in the budget for that year, shall appropriate such amounts from its general or specially pledged revenues, shall duly and punctually pay or cause to be paid the principal of and interest due thereon at the dates and places and in the manner stated in the Note according to the true intent and meaning thereof, and for such proper budgeting, appropriation and payment, the full faith, credit and taxing power of the County is hereby irrevocably pledged.

SECTION 4. The County Treasurer is hereby authorized and directed, if needed, to establish a separate fund to be known as the Solid Waste Closure Project Sinking Fund; and the County Treasurer is hereby authorized and directed (a) to deposit or cause to be deposited to the credit of said sinking fund the funds required to be so deposited by the provisions of the Agreement, and (b) to pay to the Bank, its successors or assigns, as the Holder of the Authority's Note, the principal of and interest due on such Note as provided in the Agreement, all in accordance with the terms of such Agreement and such Note of the Authority.

SECTION 5. The appointment by the Authority of McManus Engineering Company of Girard, Pennsylvania, as Consulting Engineer for the Project above described and the incorporation of the Financial Projections prepared by Coates, Way and Anderson, CPA's, into such Project documentations, be and they hereby are approved.

SECTION 6. The proper officers of the County are hereby authorized and directed to take all other actions and do all other things which are necessary or convenient for the performance by the County of its obligations under the Agreement and this Ordinance.

SECTION 7. All Ordinances or parts of Ordinances which are inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 8. The invalidity of any part of this Ordinance shall not affect the validity of any other part of this Ordinance.

SECTION 9. This Ordinance shall be valid and effective for all purposes on the Fifth day following due advertisement of the final enactment of this Ordinance.

ORDAINED AND ENACTED this 2nd day of December, 1991.

The County of Warren

(SEAL)

*Timothy E. Deen*  
Commissioner

Attest:

*John L. Deacon*  
Commissioner

*Eunice Herrington*  
Chief Clerk

*F. M. Williams*  
Commissioner



VOTING CERTIFICATE

This is to certify that the following Commissioners of Warren County voted on December 2, 1991 in favor of the adoption of Warren County Ordinance No. 5 of 1991: Timothy E. Greenlund, John L. Donaldson and Patricia C. Evans.

Date: December 2, 1991

Eunice Herrington  
Eunice Herrington, Chief Clerk  
of the County of Warren

**1. Legal  
Notices**

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LOCAL GOVERNMENT UNIT DEBT ACT, REQUISITE  
TO THE COUNTY EXECUTING AND DELIVERING A  
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INTEGRA NATIONAL BANK/NORTH LOAN TO BE  
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DOLLARS IN AGGREGATE PRINCIPAL AMOUNT; (ii)  
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AS AND WHEN DUE AND PAYABLE BY THE  
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AUTHORITY OF McMANUS ENGINEERING COM-  
PANY AS CONSULTING ENGINEER FOR THE  
PROJECT.

The foregoing is a short description of a proposed  
Ordinance for the County of Warren. A copy of the  
full proposed text of the Ordinance summarized, may  
be examined by any persons in the office of the Chief  
Clerk of Warren County at the Warren County Court  
House, Warren, Pennsylvania from 9:00 a.m. to 5:00  
p.m. on normal business days, beginning immedi-  
ately. Said Ordinance shall be considered for enactment  
by the County Commissioners at a public meeting to  
be held at 10:30 o'clock a.m. prevailing time on  
Monday, December 2, 1991 at the Warren County  
Court House in Warren, Pennsylvania.

THE WARREN COUNTY COMMISSIONERS

By /s/ Eunice Herrington

Chief Clerk

November 27, 1991, 1T

NOTICE

Pursuant to the provisions of the Local Government  
Unit Debt Act, Notice is hereby given of the final  
enactment of Ordinance No. 5 of 1991 of the County  
of Warren, authorizing the incurrence of Lease  
Rental Debt by said County by entering into a  
Guaranty Agreement with Integra National  
Bank/North, whereunder said County guarantees to  
said Bank repayment of the bank loan to be made by  
said Bank to the Warren County Solid Waste  
Authority. The purpose of the loan is to pay part of  
the costs and expenses associated with the closure  
of the Solid Waste Disposal Plant and Facility at the  
Grunderville Landfill, Warren County, Pennsylvania.

(1) There were no amendments made to said  
Ordinance during its final enactment.

(2) The purchase price for said Authority's Note  
(for the guaranteed payment of which Note the  
Guaranty Agreement is being executed and deliv-  
ered by the County) will be the par value of such  
Note, not to exceed \$1,000,000.00, which Note  
shall bear interest at the rate of 6.49% per annum  
and is to mature not later than eleven (11) years  
after the date of the note.

(3) The County's obligation for payment of annual  
debt service on said Note, if paid by said County  
pursuant to said Guaranty Agreement, will not  
exceed \$136,196.52.

(4) A copy of the final text of the Ordinance may  
be examined by any persons in the office of the Chief  
Clerk of Warren County, at the Warren County Court  
House, Warren, Pennsylvania from 9:00 a.m. to 5:00  
p.m. on normal business days beginning immedi-  
ately.

(5) Said Ordinance was enacted by the County  
Commissioners at the public meeting held at 10:30  
o'clock a.m. prevailing time on Monday, December  
2, 1991 at the Warren County Court House in  
Warren, Pennsylvania, and shall be valid and  
effective for all purposes on the fifth (5th) day  
following the date of this advertisement of the final  
enactment of this Ordinance which date shall be on  
December 9, 1991.

WARREN COUNTY COMMISSIONERS

By /s/ Eunice Herrington, Chief Clerk

December 4, 1991, 1T