

**ORDINANCE NO. 21-03
OF THE
BOARD OF SUPERVISORS
TOWNSHIP OF WEST BRADFORD
CHESTER COUNTY, PENNSYLVANIA**

AUTHORIZING AND DIRECTING THE INCURRENCE OF NONELECTORAL DEBT OF THE TOWNSHIP OF WEST BRADFORD, CHESTER COUNTY, PENNSYLVANIA (THE "TOWNSHIP") THROUGH THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT CURRENTLY ESTIMATED NOT TO EXCEED \$10,000,000 TO PROVIDE FUNDS FOR AND TOWARDS: (1) FINANCING SOME OR ALL OF THE COSTS OF THE ACQUISITION OF REAL PROPERTY FOR OPEN SPACE PURPOSES; AND (2) PAYING THE COSTS OF ISSUING THE BONDS; DIRECTING THE PROPER OFFICERS TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT, BORROWING BASE CERTIFICATE AND EXCLUSION PROCEEDINGS; COVENANTING THAT THE TOWNSHIP SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; PROVIDING FOR FULLY REGISTERED BONDS, DATING OF THE BONDS, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND MAXIMUM PRINCIPAL MATURITY AMOUNTS AND FIXING THE MAXIMUM RATES OF INTEREST ON THE BONDS; PROVIDING FOR BOOK-ENTRY BONDS UPON ORIGINAL ISSUANCE; PROVIDING FOR REPLACEMENT BONDS; AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITARY, PAYING AGENT AND REGISTRAR; STATING A COVENANT AS TO PAYMENT OF PRINCIPAL AND INTEREST WITHOUT DEDUCTION FOR CERTAIN TAXES; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF BONDS; PROVIDING FOR FACSIMILE SIGNATURES AND SEAL AND AUTHENTICATION; APPROVING THE FORM OF THE BONDS, PAYING AGENT'S AUTHENTICATION CERTIFICATE AND ASSIGNMENT AND PROVIDING FOR CUSIP NUMBERS TO BE PRINTED ON THE BONDS; PROVIDING FOR TEMPORARY BONDS; PROVIDING FOR A NEGOTIATED SALE AND STATING THAT SUCH METHOD OF SALE IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; ESTABLISHING A SINKING FUND; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS FOR INCURRING AND EXCLUDING NONELECTORAL DEBT; COVENANTING THAT THE PROCEEDS OF THE BONDS SHALL NOT BE USED IN SUCH A MANNER AS TO CAUSE THE BONDS TO BE ARBITRAGE BONDS AND MAKING OTHER NECESSARY REPRESENTATIONS UNDER FEDERAL TAX LAW PROVISIONS; MAKING CERTAIN TAX REPRESENTATIONS AND DESIGNATING EACH SERIES OF BONDS AS A "QUALIFIED TAX-EXEMPT

OBLIGATION" TO THE EXTENT AVAILABLE; APPROVING THE CONTENT AND FORM OF A PRELIMINARY OFFICIAL STATEMENT AND DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT; AUTHORIZING CONTINUING DISCLOSURE; AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO DO ALL THINGS NECESSARY TO CARRY OUT THE PURPOSES OF THE ORDINANCE AND TO PAY.

The Board of Supervisors (the "Governing Body") of the Township of West Bradford, Chester County, Pennsylvania (the "Township"), pursuant to the Pennsylvania Local Government Unit Debt Act, as amended (the "Act"), hereby ordains and enacts as follows:

Section 1. Incurrence of Debt; Amount and Purpose of Bonds.

The Governing Body of the Township hereby authorizes and directs the incurring of nonelectoral debt through the issuance of one or more series as described herein (the "Bonds") of the Township in the maximum aggregate principal amount of Ten Million Dollars (\$10,000,000) for the purpose of providing funds to (1) finance some or all of the costs of the acquisition of real property for open space purposes; and (2) to pay the costs of issuing the Bonds (collectively, the "Project").

Section 2. Declaration of Useful Lives of the components of the Project. The realistic estimated useful lives of the components of the Project is hereby declared to be 30 years as shown on Exhibit "B" hereto and incorporated herein.

Section 3. Debt Statement and Borrowing Base Certificate Filing. The Chair or Vice-Chair of the Governing Body and the Secretary of the Township are hereby authorized and directed to prepare and certify a Debt Statement required by Section 8110 of the Act, a Borrowing Base Certificate, and proceedings to exclude a portion of the Bonds relating to sewer facilities as self-liquidating debt.

Section 4. Covenant to Pay Bonds. The Township hereby covenants with the registered owners from time to time of the Bonds that the Township shall (i) include the amount of the debt service for the Bonds for each fiscal year in which such sums are payable in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of, and the interest on, the Bonds at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township pledges its full faith, credit and taxing power. As provided by the Act, this covenant shall be specifically enforceable.

Notwithstanding the foregoing, the Township intends and expects to levy rates and charges for the use of its sewer system sufficient to pay the expenses of operation and treatment and that portion of the debt service on the Bonds attributable to sewer purposes

and intends to file exclusion proceedings with the Department of Community and Economic Development (the "Department") contemporaneously with the Bond debt incurrence proceedings.

Section 5. Description of Bonds; Maturity Schedule; Redemption of Bonds; Notices of Redemption.

(a) The Bonds may be issued in one or more series from time to time in amounts determined at the time of sale specified in the applicable Addendum (the "Addendum") to the Bond Purchase Agreement accepted by Section 11 hereof promulgated for each series, shall be in fully registered form without coupons, shall be numbered, shall be in the denomination of \$5,000 or any integral multiple thereof, shall be dated as of the date of delivery thereof and shall bear interest from the dates, at the rates provided in this Section 5, until maturity or prior redemption, and as set forth in the form of Bond attached hereto as Exhibit "A" and made a part hereof.

(b) The Bonds, upon original issuance, shall be issued in the form of a single, fully registered bond for each maturity of the Bonds, in denominations equal to the principal amount of the Bonds maturing on each such date, and shall be delivered to The Depository Trust Company in New York, New York, its successors and assigns (the "Securities Depository") or its nominee, CEDE & CO. Each such Bond shall be registered on the registration books kept by the Paying Agent (as hereinafter defined), appointed in Section 6 hereof, as registrar and transfer agent, in the name of the Securities Depository or, at the Securities Depository's option, in the name of CEDE & CO., as the Securities Depository's nominee, and no beneficial owners thereof will receive certificates representing their respective interests in such Bonds, except in the event the Paying Agent, on behalf of the Township, issues Replacement Bonds as provided in subparagraph (d) below.

(c) The Township has executed and delivered a Blanket Issuer Letter of Representation, dated July 6, 2004 to the Securities Depository (the "Representation Letter"). The execution and delivery by the Township of the Representation Letter does not in any way limit any undertaking or arrangement contemplated or provided herein in respect of the Securities Depository or the book-entry registration, payment and notification system or in any other way impose upon the Township or the Paying Agent any obligation whatsoever with respect to beneficial owners having interests in the Bonds, any such obligation extending solely to the registered owners of the Bonds as shown on the registration books kept by the Paying Agent. The Paying Agent shall take all action necessary for all representations of the Township in the Representation Letter with respect to the Paying Agent to be complied with at all times.

(d) If the Township determines either:

(i) that the Securities Depository is unable to properly discharge its responsibilities; or

(ii) that the interests of the beneficial owners of the Bonds would be adversely affected by the continuation of the book-entry system of transfer;

then the Paying Agent shall notify the Securities Depository and request the Securities Depository to notify its Participants of the Township's determination and of the availability of certificates with respect to beneficial interests in the Bonds. The Paying Agent shall cause certificates (the "Replacement Bonds") to be prepared, at the Township's expense, for delivery to such beneficial owners, or their nominees, making such adjustments and allowances as it may find necessary or appropriate as to the date of such certificates, accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate only to the period of time when the Securities Depository has possession of at least one Bond and shall be applicable only to such Bond held. Upon issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent or alternate or successor paying agent, to the extent applicable with respect to such Replacement Bonds.

In the event the Securities Depository resigns or the Township makes the determination set forth in (i) above and the Paying Agent or beneficial owners of the Bonds are unable to locate a qualified successor, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds with respect to the interests of the beneficial owners of the Bonds or certificates with respect to the respective interests of the Participants, or a combination of both, all at the option of the Participants.

If the date for payment of the principal or redemption price of, and interest on, the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

(e) The Bonds shall bear interest, until maturity or prior redemption, at the rates set forth in the final Bond Purchase Agreement authorized in Section 11 hereof, but not exceeding the rate set forth below per annum, and shall mature or be subject to mandatory redemptions in amounts not to exceed those set forth below and on December 15 of certain years, all as follows:

<u>Maximum Principal Amount</u>	<u>Maximum Interest Rate</u>	<u>Maturity Year</u>
\$ 200,000	5.000%	2021
455,000	5.000%	2022
460,000	5.000%	2023
465,000	5.000%	2024
470,000	5.000%	2025

475,000	5.000%	2026
475,000	5.000%	2027
485,000	5.000%	2028
495,000	5.000%	2029
500,000	5.000%	2030
510,000	5.000%	2031
520,000	5.000%	2032
530,000	5.000%	2033
540,000	5.000%	2034
545,000	5.000%	2035
555,000	5.000%	2036
565,000	5.000%	2037
575,000	5.000%	2038
585,000	5.000%	2039
595,000	5.000%	2040

The stated maturities of the Bonds have been fixed in compliance with Section 8142(b)(2) of the Act.

(f) Optional Redemption: The Bonds will be subject to redemption prior to maturity at the option of the Township on the date, if any, provided in the Addendum.

(g) Mandatory Redemption: In lieu of the maturities set forth in (e) above, the Bonds may be subject to mandatory redemption prior to maturity, in principal amounts not exceeding those listed above, in part, by lot, in direct order of maturity, from moneys to be deposited in the Sinking Fund established under Section 12 of this Ordinance, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

(h) If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, a Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000; each \$5,000 portion of such Bond being subject to redemption. In the case of partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

(i) The Paying Agent is hereby authorized and directed, (1) upon notification by the Township of its option to redeem Bonds in part, to select by lot the particular Bonds or portions thereof to be redeemed, and (2) upon notification by the Township of its option to redeem Bonds in whole or in part, to cause a notice of redemption to be given once by first-class United States mail, postage prepaid, or by another method of giving notice acceptable to the Paying Agent and customarily used by fiduciaries for similar notices at the time such notice is given, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to each registered owner of Bonds to be redeemed. Such

notice shall be mailed to the address of such registered owner appearing on the registration books of the Paying Agent, unless such notice is waived by the registered owner of the Bonds to be redeemed. Any such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed, including CUSIP numbers, if applicable, which may, if appropriate, be expressed in designated blocks of numbers (and, in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the place where such Bonds are to be surrendered for payment, shall state the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable and from such redemption date interest will cease to accrue. Failure to give any notice of redemption or any defect in the notice or in the giving thereof to the registered owner of any Bond to be redeemed shall not affect the validity of the redemption as to other Bonds for which proper notice shall have been given. The costs incurred for such redemptions shall be paid by the Township.

(j) In addition to the notice described in paragraph (i) hereof, further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above:

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption, plus (A) the date of issue of the Bonds as originally issued; (B) the rate of interest borne by each Bond being redeemed; (C) the maturity date of each Bond being redeemed; and (D) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least thirty (30) days before the redemption date electronically or by registered or certified mail or overnight delivery service (i) to each rating agency then rating the Bonds, or their respective successors, if any, and (ii) to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA"). The foregoing notice of redemption shall be sent to the Securities Depository not less than thirty and not more than sixty (60) days prior to the redemption date by facsimile transmission, certified or registered mail, overnight delivery service or an electronic or other secure method which enables the Paying Agent subsequently to verify the transmission of such notice.

(3) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The notices required to be given by this Section shall state that no representation is made as to the correctness or accuracy of CUSIP numbers listed in such notice or stated on the Bonds.

(k) In lieu of redeeming the principal amount of any Bonds on a mandatory redemption date, or any portion thereof, the Township or the Paying Agent with the approval of the Township may apply the moneys required to be deposited in the Sinking Fund (as hereinafter defined) to the purchase of a like amount of Bonds at prices not in excess of the principal amount thereof, provided that the following provisions are met:

(1) no purchase of any Bonds of any later maturity shall be made if any Bonds of any earlier maturity will remain outstanding; and

(2) firm commitments for the purchase must be made prior to the time notice of redemption would otherwise be required to be given; and

(3) if Bonds aggregating the amount required to be redeemed cannot be purchased, a principal amount of such Bonds equal to the difference between the principal amount required to be redeemed and the amount purchased shall be paid to the Township.

If at the time of the mailing of any notice of redemption the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

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

Section 6. Paying Agent, Sinking Fund Depositary and Registrar; Payment of Principal and Interest without Deduction for Taxes. The proper officers of the Township are hereby authorized and directed to contract with TD Bank, N.A. (the "Paying Agent") for its services as sinking fund depositary, paying agent and registrar with respect to the Bonds, and such Bank is hereby appointed to act in such capacities with respect to the Bonds.

The principal or redemption price of the Bonds shall be payable to the registered owner of each Bond, as shown on the registration books of the Township on the date of payment in lawful money of the United States of America upon surrender of the Bonds, when due, at the designated corporate trust office of the Paying Agent or at the designated office of any additional or appointed alternate or successor paying agent or agents. Interest on the Bonds shall be paid by check, mailed to the person in whose name such Bond is registered, at his address as it appears on the registration books

maintained by or on behalf of the Township, as of the close of business on the last day of the calendar month (whether or not a business day) immediately preceding each interest payment date in question (the "Regular Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Regular Record Date and prior to such interest payment date. If the Township shall default in the payment of interest due on such interest payment date, such interest shall thereupon cease to be payable to the registered owners of the Bonds shown on the registration books as of the Regular Record Date. Whenever moneys thereafter become available for the payment of the defaulted interest, the Paying Agent, on behalf of the Township, shall immediately establish a "special record date" (which shall be a business day) relating thereto (the "Special Record Date") and shall mail a notice of such date to the registered owners of the Bonds at least fifteen (15) days prior to the Special Record Date. Such notice shall be mailed to the registered owner of the Bonds as shown on the registration books kept by the Paying Agent on the fifth (5th) day preceding the date of mailing. The Special Record date shall be at least ten (10) days but not more than fifteen (15) days prior to the special interest payment date. The defaulted interest shall be paid on the special interest payment date by check mailed to the registered owners of the Bonds, as shown on the registration books kept by the Paying Agent as of the close of business on the special record date.

So long as any Bonds are registered in the name of the Securities Depository or its nominee, to the extent available, the Paying Agent shall transfer, on each interest and principal payment date, the amount of interest and principal due on each such date to the Securities Depository, which amounts so transferred, shall be, on the interest and principal payment date, at the principal office of the Securities Depository, "good funds same day" or otherwise in accordance with the procedures established from time to time by the Securities Depository. All payments made by the Paying Agent to the Securities Depository or its nominee shall fully satisfy the Township's obligations to pay principal and interest, and any applicable redemption premium, on the Bonds to the extent of such payments, and no beneficial owner of any Bond registered in the name of the Securities Depository or its nominee shall have any recourse against the Township hereunder for any failure by the Securities Depository or any Participant therein to remit such payments to the beneficial owners of such Bonds.

The principal or redemption price of, and interest on, the Bonds are payable without deduction for any tax or taxes, except gift, succession, franchise, excise or inheritance taxes, now or hereafter levied or assessed thereon under any present or future laws of the Commonwealth of Pennsylvania, all of which taxes, except as above provided, the Township assumes and agrees to pay.

Section 7. Registration, Transfer and Exchange of Bonds. The Township shall keep, at the corporate trust office of the Paying Agent, as registrar, books for the registration, transfer and exchange of Bonds. The Governing Body hereby authorizes and directs the Paying Agent, as registrar and transfer agent, to keep such books and to make such transfers or exchanges on behalf of the Township.

The ownership of each Bond shall be recorded in the registration books of the Township, which shall contain such information as is necessary for the proper discharge of the Paying Agent's duties hereunder as Paying Agent, registrar and transfer agent.

The Bonds may be transferred or exchanged as follows:

(a) Any Bond may be transferred if endorsed for such transfer by the registered owner thereof and surrendered by such owner or his duly appointed attorney or other legal representative at the corporate trust office of the Paying Agent, whereupon the Paying Agent shall authenticate and deliver to the transferee a new Bond or Bonds of the same maturity and in the same denomination as the Bond surrendered for transfer or in different authorized denominations equal in the aggregate to the principal amount of the surrendered Bond.

(b) Bonds of a particular maturity may be exchanged for one or more Bonds of the same maturity and in the same principal amount, but in a different authorized denomination or denominations. Each Bond so to be exchanged shall be surrendered by the registered owner thereof or his duly appointed attorney or other legal representative at the corporate trust office of the Paying Agent, whereupon a new Bond or Bonds shall be authenticated and delivered to the registered owner.

(c) In the case of any Bond properly surrendered for partial redemption, the Paying Agent shall authenticate and deliver a new Bond in exchange therefor, such new Bond to be of the same maturity and in a denomination equal to the unredeemed principal amount of the surrendered Bond; provided that, at its option, the Paying Agent may certify the amount and date of partial redemption upon the partial redemption certificate, if any, printed on the surrendered Bond and return such surrendered Bond to the registered owner in lieu of an exchange.

Except as provided in subparagraph (c) above, the Paying Agent shall not be required to effect any transfer or exchange during the fifteen (15) days immediately preceding the date of mailing of any such notice or at any time following the mailing of any such notice, if the Bond to be transferred or exchanged has been called for such redemption. No charge shall be imposed in connection with any transfer or exchange except for taxes or governmental charges related thereto.

No transfers or exchanges shall be valid for any purposes hereunder except as provided above.

New Bonds delivered upon any transfer or exchange shall be valid general obligations of the Township, evidencing the same debt as the Bonds surrendered.

The Township and the Paying Agent may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and any notice to the contrary shall not be binding upon the Township or the Paying Agent.

Section 8. Execution of Bonds. The Bonds shall be executed by the manual or facsimile signature of the Chair or Vice-Chair of the Governing Body and shall have the corporate seal of the Township or a facsimile thereof affixed thereto, duly attested by the manual or facsimile signature of the Secretary of the Township, and the said officers are hereby authorized and directed to execute the Bonds in such manner. The Chair or Vice-Chair of the Governing Body is authorized and directed to deliver, or cause to be delivered, the Bonds to the purchaser thereof against the full balance of the purchase price therefor. The Bonds shall be authenticated by the Paying Agent.

Section 9. Form of Bonds; CUSIP Numbers. The form of the Bonds, Paying Agent's authentication certificate and assignment shall be substantially as set forth in Exhibit "A" attached hereto.

The Bonds shall be executed in substantially the form as set forth in Exhibit "A" hereto with such appropriate changes, additions or deletions as may be approved by the officers executing the Bonds in the manner provided in Section 8 hereof or as may be required by the Bond Purchase Agreement accepted pursuant to Section 11 hereof; such execution shall constitute approval by such officers on behalf of the Governing Body. The opinion of bond counsel is authorized and directed to be printed upon the Bonds.

The Township, pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures (CUSIP) has caused CUSIP numbers to be printed on the Bonds. No representation is made as to the accuracy of said numbers either as printed on the Bonds or as contained in any notice of redemption, and the Township shall have no liability of any sort with respect thereto. Reliance with respect to any redemption notice with respect to the Bonds may be placed only on the identification numbers printed thereon.

Section 10. Temporary Bonds. Until Bonds in definitive form are ready for delivery, the proper officers of the Governing Body may execute and, upon their request in writing, the Paying Agent shall authenticate and deliver in lieu of such Bonds in definitive form, one or more printed or typewritten bonds in temporary form, substantially of the tenor of the Bonds hereinbefore described with appropriate omissions, variations and insertions, as may be required. Such bond or bonds in temporary form may be for the principal amount of Five Thousand Dollars (\$5,000.00) or any whole multiple or multiples thereof, as such officers may determine. The aforesaid officers, without unnecessary delay, shall prepare, execute and deliver Bonds in definitive form to the Paying Agent, and thereupon, upon presentation and surrender of the bond or bonds in temporary form, the Paying Agent shall authenticate and deliver, in exchange therefor, Bonds in definitive form in an authorized denomination of the same maturity for the same aggregate principal amount as the bond or bonds in temporary form surrendered. Such exchange shall be made by the Township at its own expense and without any charge therefor. Until so exchanged, the temporary bond or bonds shall be in full force and effect according to their terms.

Section 11. Manner of Sale; Award of Bonds; Bid Price; Range of Interest Rates. The Governing Body of the Township after due deliberation and investigation, has found that a sale by negotiation is in the best financial interest of the Township and based upon such finding the Governing Body of the Township hereby authorizes awarding the Bonds, at a private sale, to RBC Capital Markets, LLC (the "Underwriter"), upon the terms as set forth in the Addendum or Addenda (the "Addendum") to the Bond Purchase Agreement, each of which is attached hereto and made a part hereof (collectively, the "Bond Purchase Agreement"). The Chairperson or Vice-Chairperson of the Governing Body and the Secretary of the Township are further authorized, upon favorable recommendation from the Township Manager, to accept an Addendum to the Bond Purchase Agreement presented by the Underwriter, provided that the terms comply with the parameters set forth in this Ordinance, within the parameters set forth in Section 5 hereof as to annual interest rate (or yield, if higher) and maturity or mandatory redemption amount (net of any original issue discount).

Section 12. Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service. There is hereby established a separate sinking fund for the Township to be known as "Sinking Fund - Township of West Bradford, 2021 General Obligation Bonds" (the "Sinking Fund") and into the Sinking Fund there shall be paid when and as required, all moneys necessary to pay the debt service on the Bonds, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Bonds and to the principal thereof at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

The Paying Agent, as Sinking Fund Depositary, is hereby authorized and directed to pay from the Sinking Fund the principal or redemption price of and interest on the Bonds as the same become due and payable in accordance with the terms thereof and the Township hereby covenants that such moneys, to the extent required, will be applied to such purpose.

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

In each of the fiscal years set forth in the final Purchase Agreement the amounts set forth therein shall be pledged to pay the debt service on the Bonds, and such amounts are annually hereby appropriated to the Sinking Fund for the payment thereof.

Section 13. Debt Proceedings. The Secretary of the Township is hereby authorized and directed to certify to and file with the Department, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase and exclusion of debt authorized hereunder, including the debt statement,

borrowing base certificate and exclusion proceedings hereinabove referred to, and to pay the filing fees necessary in connection therewith.

Section 14. Tax Covenant and Representations. The Township hereby covenants that:

(a) The Township will make no use of the proceeds of the Bonds at any time during the term thereof which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the United States Internal Revenue Code of 1986, as amended (the "Code"), and all applicable regulations and that it will comply with the requirements of all Code sections and regulations necessary to ensure that the Bonds are described in Code Section 103(a) and not described in Section 103(b) throughout the term of the Bonds.

(b) In order to ensure that the registered owner of the Bonds, if it is a financial institution, will not be subject to certain provisions of the Code as a result of acquiring and carrying the Bonds, the Township hereby designates each series of the Bonds as a "qualified tax-exempt obligation," within the meaning of Code section 265(b)(3)(B) to the extent available, and the Township hereby covenants that it will take such steps as may be necessary to cause each series of the Bonds to continue to be an obligation described in such Code section during the period in which each series of the Bonds is outstanding. The Township represents that it has not issued, and does not reasonably anticipate issuing, tax-exempt obligations which, when combined with the Bonds, will result in more than \$10,000,000 of tax-exempt obligations being issued in the calendar year in which the Bonds are issued. For purposes only of the foregoing sentence, the term "tax-exempt obligations" shall include any "qualified 501(c)(3) bond," as defined in Code section 145, but shall not include any other "private activity bond," as defined in Code section 141(a), any obligation which would be an "industrial development bond" or a "private loan bond" as defined in sections 103(b)(2) and 103(o)(2)(a) of the Internal Revenue Code of 1954, as amended, but for the fact that it is issued pursuant to section 1312, 1313, 1316(g) or 1317 of the Tax Reform Act of 1986, or any obligation issued to currently refund any obligation to the extent the amount thereof does not exceed the outstanding amount of the refunded obligation.

Section 15. Preliminary Official Statement; Official Statement. The Chairperson or Vice-Chairperson, Township Manager and Bond Counsel are hereby authorized to approve the Preliminary Official Statement for the Bonds in the form to be prepared in connection with the public offering and sale of the Bonds by the Underwriter, and such Preliminary Official Statement as so approved shall be "deemed final" by the Township as of its date for purposes of United States Securities and Exchange Commission Rule 15c2-12. A final Official Statement to be dated on or about the date of the Addendum to the Bond Purchase Contract setting forth the final terms of the Bonds within the parameters established hereunder as accepted by the Township, substantially in the form of the Preliminary Official Statement approved by the appropriate officers of the Township with the advice of the Township Solicitor and containing the final terms of the Bonds, shall be prepared and delivered to the Underwriter within seven (7) business

days from the date of the Addendum to the Bond Purchase Contract, and the Township hereby approves the use thereof in connection with the public offering and the sale of the Bonds.

Section 16. Continuing Disclosure. The Township shall be responsible for providing all information required by this section, although the Paying Agent may agree with the Township to disseminate such information. The Paying Agent's sole obligation, if it so agrees, with regard to continuing disclosure is to disseminate information provided to it by the Township. The Paying Agent is not obligated to independently obtain or disseminate any such information.

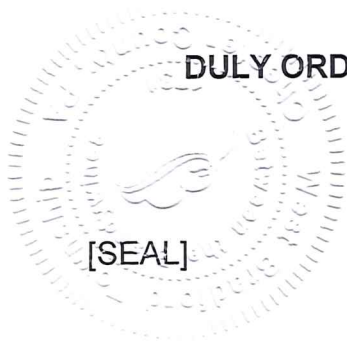
The Township shall disseminate in a timely manner, in accordance with the continuing disclosure obligations set forth in Continuing Disclosure Agreement to be attached to the Official Statement and the provisions of Rule 15c2-12(b)(5) (the "Rule") promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, electronically through the EMMA system for electronic filing operated by the Municipal Securities Rulemaking Board, the information set forth in the Continuing Disclosure Agreement.

Section 17. Incidental Action. The proper officers of the Township are hereby authorized, directed and empowered on behalf of the Township to execute any and all agreements, papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the purposes of this Ordinance, including filing the necessary proceedings with the Pennsylvania Department of Community and Economic Development to qualify a portion of the debt represented by the Bonds as self-liquidating under the Debt Act.

Section 18. Payment of Issuance Costs. The proper officers of the Township are hereby authorized and directed to pay the costs of issuing the Bonds at the time of delivery of the Bonds to the Underwriter such costs being estimated in the final bond purchase contract; provided that the total of such costs shall not exceed the amount of Bond proceeds available therefor.

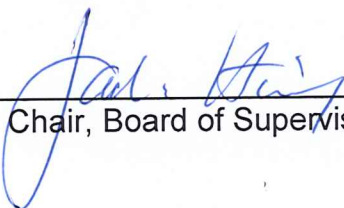
Section 19. Inconsistent Ordinances. All Ordinances or parts of Ordinances inconsistent herewith be and the same hereby are rescinded, cancelled and annulled.

Section 20. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Act.

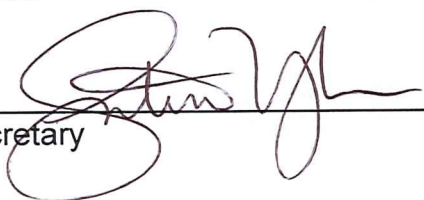


DULY ORDAINED AND ENACTED this 9th day of March, 2021.

TOWNSHIP OF WEST BRADFORD

By: 
Chair, Board of Supervisors

Attest:


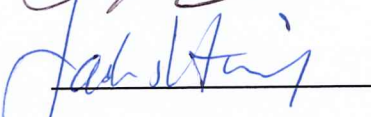


Secretary

**TOWNSHIP OF WEST BRADFORD
COUNTY OF CHESTER, PENNSYLVANIA**

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the Township of West Bradford HEREBY CERTIFIES that:

1. The foregoing Ordinance authorizing the issuance and sale of General Obligation Bonds of the Township of West Bradford was duly moved and seconded and enacted by a majority vote of all the members of the Board of Supervisors of said Township at a duly called and convened public meeting of said Board held on March 9, 2021; that public notice of said meeting was given as required by law; and that the roll of the Board was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
Laurie W. Abele	Yes 
Jack M. Hines, Jr.	Yes 
Kevin Houghton	Yes 

2. Said Ordinance has not been altered, amended, modified, or suspended and is still in full force and effect as of the date of the delivery of this Certificate.

WITNESS my hand and seal of the Township of West Bradford as of March 9, 2021.



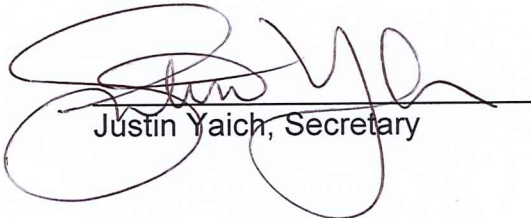

Justin Yaich, Secretary

EXHIBIT "A"

No. R-__

\$

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER
TOWNSHIP OF WEST BRADFORD
GENERAL OBLIGATION BOND, SERIES OF 2021

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUANCE DATE</u>	<u>CUSIP</u>
%	December 15, ____	__, 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The TOWNSHIP OF WEST BRADFORD, Chester County, Pennsylvania (the "Township"), existing by and under the laws of the Commonwealth of Pennsylvania, for value received, hereby acknowledges itself indebted and promises to pay to the registered owner named above, on the maturity date specified above unless this Bond shall be redeemable and shall have been duly called for previous redemption in whole or in part and the payment of the redemption price duly made or provided for, the principal amount shown above; and to pay interest thereon at the annual rate specified above (computed on the basis of a 360-day year of twelve 30-day months) from the most recent Regular Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or from the Original Issuance Date stated above, if no interest has been paid. Such payment of interest shall be made on June 15, 2021, and on each December 15 and June 15 thereafter (each, a "Regular Interest Payment Date") until the principal or redemption price hereof has been paid or provided for as aforesaid. The principal or redemption price of, and interest on, this bond may be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

The principal or redemption price of this bond is payable upon presentation and surrender hereof at the corporate trust office of TD Bank, N.A., Philadelphia, Pennsylvania, or at the designated office of any additional or appointed alternate or successor paying agent or agents (the "Paying Agent"). Interest shall be paid by check mailed to the registered owner hereof, as shown on the registration books kept by the Paying Agent as of the close of business on the applicable Regular or Special Record Date (each as hereinafter defined).

The record date for any Regular Interest Payment Date (each, a "Regular Record Date") shall mean the close of business on the last day of the calendar month (whether or not a business day) next preceding such Regular Interest Payment Date. In the event of a default by the Township in the payment of interest becoming due on any Regular Interest Payment Date, the interest so becoming due shall forthwith cease to be payable to the registered owners otherwise entitled thereto as of such date. Whenever moneys thereafter become available for the payment of the defaulted interest, the Paying Agent, on behalf of the Township, shall immediately establish a "special record date" (which shall be a business day) relating thereto (the "Special Record Date") and shall mail a notice of such date to the registered owners of the Bonds at least fifteen (15) days prior to the Special Record Date. Such notice shall be mailed to the registered owner of the Bonds as shown on the registration books kept by the Paying Agent on the fifth (5th) day preceding the date of mailing. The Special Record date shall be at least ten (10) days but not more than fifteen (15) days prior to the special interest payment date. The defaulted interest shall be paid on the Special Interest Payment Date by check mailed to the registered owners of the bonds, as shown on the registration books kept by the Paying Agent, as of the close of business on the Special Record Date.

So long as The Depository Trust Company ("DTC"), or its nominee, CEDE & CO., is the registered owner hereof, all payments of the principal of, and interest on, this bond shall be payable in the manner and at the respective times of payment provided for in DTC's Operational Arrangements as in effect from time to time.

If the date for payment of the principal or redemption price of, and interest on, this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The principal or redemption price of, and interest on, this bond are payable without deduction for any tax or taxes, except gift, succession, franchise, excise or inheritance taxes, now or hereafter levied, or assessed thereon under any present or future laws of the Commonwealth of Pennsylvania, all of which taxes, except as above provided, the Township assumes and agrees to pay.

This bond is one of a duly authorized issue of \$_____ aggregate principal amount of general obligation bonds of the Township known as "Township of West Bradford General Obligation Bonds, Series of 2021" (the "Bonds") all of like tenor, except as to interest rate, redemption provisions, and date of maturity. The Bonds are issuable only in the form of fully registered bonds without coupons in the denomination of \$5,000 or integral multiples thereof and are issued in accordance with the provisions of the Pennsylvania Local Government Unit Debt Act, as amended (the "Act"), and by virtue of an Ordinance of the Township duly enacted (the "Ordinance"), and the sworn statement of the duly authorized officers of the Township as appears on record in the office of the Pennsylvania Department of Community and Economic Development, Harrisburg, Pennsylvania.

It is covenanted with the registered owners from time to time of this bond that the Township shall (1) include the amount of the debt service for each fiscal year in which such sums are payable in its budget for the year, (2) appropriate such amounts from its general revenues for the payment of such debt service, and (3) duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal or redemption price of, and the interest on, this bond at the dates and places and in the manner stated in this bond, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable; subject, however, as to the enforceability of remedies, to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally. Nothing in this paragraph shall be construed to give the Township any taxing power not granted by another provision of law.

OPTIONAL REDEMPTION

The Bonds stated to mature on and after _____, 20__ will be subject to redemption prior to maturity at the option of the Township on _____, 20__ or any date thereafter.

So long as DTC or its nominee is the registered owner of the Bonds, if less than all of the Bonds of any maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by DTC and the DTC Participants in such manner as DTC and the DTC Participants may determine.

Any redemption of this bond under the preceding paragraphs shall be made as provided in the Ordinance, upon not less than thirty (30) days' nor more than sixty (60) days' notice, by mailing a copy of the redemption notice by first-class United States mail, postage prepaid, or by another method of giving notice which is acceptable to the Paying Agent and customarily used for similar notices at the time such notice is given, to each address of such registered owner as it appears on the registration books of the Paying Agent as of the date such Bonds are selected for redemption, unless such notice is waived by the registered owner of the Bonds to be redeemed; provided, however, that failure to give notice of redemption by mailing or any defect in the notice as mailed or in the mailings thereof to the registered owner of any Bond to be redeemed shall not affect the validity of the redemption as to other Bonds for which proper notice shall have been given. In the event that less than the full principal amount hereof shall have been called for redemption, the registered owner hereof shall surrender this bond in exchange for one or more new Bonds in an aggregate principal amount equal to the unredeemed portion of the principal amount hereof.

In lieu of redeeming the principal amount of Bonds set forth in the Ordinance on the mandatory redemption date, or any portion thereof, purchases of such Bonds of the particular maturity may be made in accordance with the provisions of the Ordinance.

If at the time of the mailing of any notice of redemption the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

The Township, in the Ordinance, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal or redemption price of, and the interest on, the Bonds shall be deposited not later than the date fixed for disbursement thereof. The Township has covenanted in the Ordinance to make payments out of such sinking fund or out of any other of its revenues or funds, at such times and in such amounts, as shall be sufficient for prompt and full payment of the principal or redemption price of, and interest on, this bond.

The Township, pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures (CUSIP) has caused CUSIP numbers to be printed on the Bonds. No representation is made as to the accuracy of said numbers either as printed on the Bonds, or as contained in any notice of redemption, and the Township shall have no liability of any sort with respect thereto. Reliance with respect to any redemption notice with respect to the Bonds may be placed only on the identification numbers printed thereon.

This bond is registered as to both principal or redemption price of and interest on the bond register to be kept for that purpose at the corporate trust office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. This bond may be transferred in accordance with the provisions of the Ordinance, and no transfer hereof shall be valid unless made at said office by the registered owner in person or his duly appointed attorney or other legal representative and noted hereon. The Paying Agent shall not be required to issue, transfer or exchange any Bond during the fifteen (15) days immediately preceding the date of mailing of any notice of redemption or at any time following the mailing of any such notice, if the Bond to be transferred or exchanged has been called for such redemption. The Township and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest hereon and for all other purposes, whether or not this bond shall be overdue. The Township and the Paying Agent shall not be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of, or interest on, this bond, or for any claim based hereon or on the Ordinance, against any member, officer or employee, past, present, or future, of the Township or of any successor body, either directly or through the Township or any 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 execution and issuance of this bond.

So long as DTC or its nominee is the registered owner of the Bonds, the Paying Agent will recognize DTC or its nominee as the owner of the Bonds for all purposes, including notices and voting. Conveyance of notices and other communications by DTC and DTC Participants, by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time.

This bond shall not be valid or become obligatory for any purpose until the Paying Agent's Authentication Certificate printed hereon is duly executed.

IN WITNESS WHEREOF, WEST BRADFORD TOWNSHIP has caused this bond to be signed in its name by the facsimile signature of the Chair of its Governing Body and a facsimile of its corporate seal to be printed hereon and attested by the facsimile signature of its Secretary all as of the ____ day of _____, 2021.

TOWNSHIP OF WEST BRADFORD

[SEAL]

SPECIMEN

By: _____
Chair

Attest:

Secretary

PAYING AGENT AUTHENTICATION CERTIFICATE

This bond is one of the bonds of the series designated therein. Printed hereon is a complete text of the opinion of Lamb McErlane PC, Bond Counsel, dated the date of the initial delivery of, and payment for, the Bonds, a signed copy of which is on file with the undersigned.

TD BANK, N.A.,
PAYING AGENT

SPECIMEN

By: _____
Authorized Officer

AUTHENTICATION DATE:

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

TENENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT

(Cust) Custodian _____ (Minor)

under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

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

(Please type or print name, address (including postal zip code) and social security or other tax identification number of the transferee)

_____ the within Bond and
all rights thereunder, and hereby irrevocably constitutes and appoints _____

his/her attorney to transfer said Bond on the books of the within described transfer agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

By: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

In the presence of: _____
(Signature)

(Type or Print Name)

Text of Opinion of
Lamb McErlane PC, Bond Counsel

Re: **Township of West Bradford**
\$ _____ General Obligation Bonds, Series of 2021

You have requested our opinion as to the legality of the above general obligation bonds (the "Bonds"). The Bonds are issued by the Township of West Bradford, Chester County, Pennsylvania (the "Township"), under the provisions of the Pennsylvania Local Government Unit Debt Act, as amended (the "Act"), and pursuant to an ordinance enacted by the Board of Supervisors of the Township on _____, 2021 (the "Ordinance"). The Bonds are being issued to finance some or all of the costs of the acquisition of real property for open space purposes, and to pay the costs of issuing the Bonds.

The Township, by officers of the Township responsible for issuing the Bonds, has executed a certificate (the "Tax Certificate and Agreement"), stating the reasonable expectations of the Township on the date of issue of the Bonds as to future events that are material for the purposes of such requirements of the Internal Revenue Code of 1986, as amended (the "Code"). The Township has also delivered to us for filing with the Internal Revenue Service a report of the issuance of the Bonds as required by the Code as a condition of the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

The Township has covenanted in the Ordinance (i) to include the amount of debt service for the Bonds for each fiscal year in which such sums are due and payable in its budget for that year, (ii) to appropriate such amounts from its general revenues for the payment of such debt service, and (iii) to duly and punctually pay or cause to be paid, from its sinking fund or any other of its revenues or funds, the principal or redemption price of, and interest on, the Bonds at the dates and places and in the manner stated in the Bonds, according to the true intent and meaning thereof. For such budgeting, appropriation and payment the Township has pledged in the Ordinance its full faith, credit and taxing power.

In the Ordinance the Township has designated the Bonds as a qualified tax-exempt obligation pursuant to Section 265(b)(3)(B) of the Code and has made certain representations and covenants in the Ordinance necessary to cause the Bonds to continue to be an obligation described in such section of the Code during the period in which the Bonds are outstanding.

As Bond Counsel, we have examined the relevant provisions of the Constitution of the Commonwealth of Pennsylvania; the Act pursuant to which the Bonds are authorized, issued and sold; the transcript of proceedings filed with the Pennsylvania Department of Community and Economic Development (the "Department"); and certain statements, affidavits and other documents which we have considered pertinent.

In rendering this opinion we have examined and relied upon upon (i) the opinion of Buckley Brion McGuire & Morris LLC, Solicitor to the Township, with respect, among other things, to the due enactment by the Township of the Ordinance, and (ii) the accuracy of the statements and representations and the performance of the covenants of the Township set forth in the Ordinance and the Tax Certificate and Agreement delivered on this date in connection with the issuance of the Bonds.

Based on the foregoing, we are of the opinion that:

1. The Township is authorized under the provisions of the Constitution and laws of the Commonwealth of Pennsylvania to issue the Bonds for the purposes above set forth, and the Township has authorized the issuance thereof.
2. As indicated in the Township's debt statement filed with the Department in connection with the issuance of the Bonds, outstanding debt of the Township, including debt represented by the Bonds, is within the debt limitations of the Act.
3. The Bonds are the valid and binding general obligation of the Township payable from the revenues of the Township from whatever source derived, which revenues, at the time of the issuance and sale of the Bonds, include *ad valorem* taxes levied upon all the taxable property within the Township, without limitation as to rate or amount.

4. Under the laws of the Commonwealth of Pennsylvania, as currently enacted and construed, the Bonds are exempt from personal property taxes in Pennsylvania and the interest on the Bonds is exempt from Pennsylvania personal income tax and Pennsylvania corporate net income tax.

5. Interest on the Bonds is excludable from gross income for federal income tax purposes under existing laws as enacted and construed on the date of initial delivery of the Bonds. Interest on the Bonds is exempt from individual federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Township comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Township has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

[6. Banks, thrift institutions and other financial institutions which purchase the Bonds may take into account, as a deductible expense in calculating their federal income tax liability, 80 percent of their interest expense allocable to ownership of the Bonds.]

[The initial public offering price of Bonds of certain maturities (the "Discount Bonds") is less than the amount payable at maturity. An amount not less than the difference between the initial public offering price of the Discount Bonds and the amount payable at maturity constitutes original issue discount. We are of the opinion that the appropriate portion of such original issue discount allocable to the original and each subsequent holder of a Discount Bond will, upon sale, exchange, redemption or payment at maturity of such Discount Bond, be treated as interest and excluded from gross income for federal income tax purposes to the same extent as the stated interest on the Discount Bonds.]

In providing this opinion, we advise you as follows:

(a) Except as expressly stated above, we express no opinion regarding any other federal or state income tax consequences of acquiring, carrying, owning or disposing of the Bonds. Owners of the Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Bonds, which may include original issue premium and purchase at a market discount or at a premium, taxation upon sale, redemption or other disposition, and various withholding requirements.

(b) The enforceability (but not the validity) of the documents mentioned herein may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter enacted by any state or the federal government affecting the enforcement of creditors' rights generally, and "enforceable in accordance with its (their) terms" shall not mean that specific performance would necessarily be available as a remedy in every situation.

(c) We express no opinion herein with respect to the adequacy of the security or sources of payment for the Bonds or the accuracy or adequacy of any description of the Township or its facilities in any offering document used in connection with the sale of the Bonds.

Lamb McErlane PC

EXHIBIT "B"

WEST BRADFORD TOWNSHIP

Proposed Project

2021 Bond Issue

\$10,000,000

Estimated Costs

(includes proportionate share of issue costs)

<u>Project</u>	<u>Estimated Costs</u>	<u>Estimated Useful Life</u>
Acquisition of open space property	\$10,000,000	30 years