

RESOLUTION NO. 2021-05

REGARDING MASTER LEASE WITH SANTANDER BANK

WHEREAS, **Swarthmore Borough** (the “**Lessee**”) is a political subdivision of the Commonwealth of Pennsylvania (the “**Commonwealth**”) and is duly organized and existing under the laws of the Commonwealth; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (the “**Governing Body**”) is authorized to acquire, dispose of an encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee; and

WHEREAS, the Governing Body of the Lessee has determined that it is necessary and advisable to lease the following property: **2021 Ford Explorer VIN# 1FM5K8AWXMNA10847** (the “**Leased Property**”) and

WHEREAS, the Governing Body of the Lessee has determined that the costs of the Leased Property to be **\$51,488.94** and

WHEREAS, the Lessee desires to enter into a tax-exempt Master Lease Purchase Agreement (the “**Lease Agreement**”) with SANTANDER BANK, as lessor (the “**Lessor**”) to finance the costs of the Leased Property.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of **Swarthmore Borough** as follows:

1. The Leased Property. The Lessee hereby authorizes and approves the acquisition of the Leased Property and does hereby ratify and confirm all action heretofore taken by officers and officials of the Lease and other pursuant to direction of the Lessee in proceeding with the acquisition of the Leased Property. The Lessee shall proceed with the acquisition of the Leased Property and the necessary financing to fund the Leased Property and related costs and expenses.
2. Authorization and Approval of the Lease Agreement. The Lease Agreement, hereafter, including in such defined term all related documents therewith, each document substantially in the form presented at this meeting, are approved together with such changes as may be approved by the officers and officials of the Lessee executing the same, their execution to be deemed conclusive evidence of such approval. Proper officers of the Lessee are authorized and directed, as applicable, to execute and acknowledge the Lease Agreement and to deliver the same to the Lessor for execution, in the form approved by this Section.

3. Annual Appropriations. The Lessee's payment obligations under the Lease Agreement shall constitute a current expense of Lessee subject to annual appropriation or renewal by the Governing Body and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the full faith and credit of Lessee.
4. Designation as "Qualified Tax-Exempt Obligation". The Lessee hereby designates the principal component of its payment obligations under the Lease Agreement in the amount of **\$51,488.94** as Qualified Tax-Exempt Obligations pursuant to Section 265(b)(3) of the Internal Revenue code of 1986, as amended, and the applicable regulations and rulings thereunder. The Lessee represents and expects that the total amount of its obligations so designated and to be designated during the current calendar year does not and will not exceed \$10,000,000.
5. General Authorization. Proper officers and officials of the Lessee are authorized and directed to execute and deliver such documents (in addition to documents hereinbefore mentioned) and do such things as are required in connection with undertaking of the acquisition of the Leased Property, including payment of costs and expenses incurred in connection therewith, and as otherwise may be required to carry out the intent and purpose of the Resolution.
6. Effective Date. This Resolution shall become effective immediately.
7. Severability. In the event any provisions, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of the Resolution, it being the intent of **Swarthmore Borough** that such remainder shall be and shall remain in force and effect.
8. Repealer. All resolutions or parts of resolutions inconsistent herewith are expressly repealed to the extent of such inconsistencies.

DULY ADOPTED by the Governing Body of **Swarthmore Borough** this 12th day of April, 2021.

ATTEST:

Jane C. Billings
Borough Manager/Secretary

Swarthmore Borough

By: _____
Mary J. Walk
Council President