

COUNTY OF BUCKS
Commonwealth of Pennsylvania

ORDINANCE NO. _____

Enacted May _____, 2020

AUTHORIZING THE INCURRENCE OF ELECTORAL AND NONELECTORAL DEBT OF THE COUNTY OF BUCKS THROUGH THE ISSUANCE OF FEDERALLY TAXABLE GENERAL OBLIGATION BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$75,000,000, FOR THE PURPOSE OF PROVIDING FUNDS FOR AND TOWARDS A REFINANCING PROJECT AND PAYING THE COSTS OF ISSUING THE BONDS; FINDING THAT A PRIVATE NEGOTIATED SALE OF THE BONDS IS IN THE BEST FINANCIAL INTEREST OF THE COUNTY; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS AND AN ADDENDUM TO SUCH PROPOSAL IN THE EVENT SUCH ADDENDUM MEETS CERTAIN REQUIREMENTS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS AND PROVIDING FOR THE DATE, REDEMPTION PROVISIONS, PRINCIPAL MATURITY AMOUNTS AND DATES, INTEREST RATES, PLACE OF PAYMENT, SINKING FUND PROVISIONS AND OTHER DETAILS OF THE BONDS; COVENANTING TO CREATE A SINKING FUND AND TO BUDGET, APPROPRIATE AND PAY DEBT SERVICE ON THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE COUNTY FOR THE BONDS; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT AND OTHER DOCUMENTATION; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING THE REFUNDING AND REDEMPTION OF REFUNDED BONDS; AUTHORIZING OBTAINING OF MUNICIPAL BOND INSURANCE; STATING AUTHORITY FOR ADOPTION OF ORDINANCE; STATING THAT ORDINANCE IS A CONTRACT WITH REGISTERED OWNERS OF THE BONDS; SETTING FORTH A SEVERABILITY CLAUSE; CANCELLING AND ANNULLING INCONSISTENT ORDINANCES; AND AUTHORIZING OTHER NECESSARY ACTION.

WHEREAS, the County of Bucks, Commonwealth of Pennsylvania (the “**County**”) is granted the power by the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.*, as amended (the “**Act**”), to incur indebtedness and to issue bonds for the purpose of refunding outstanding indebtedness; and

WHEREAS, the County has heretofore issued its General Obligation Bonds, Series of 2013 (the “**2013 Bonds**”), which were issued in the aggregate principal amount of \$65,300,000 (consisting of \$56,575,000 issued as nonelectoral debt and \$8,725,000 issued as electoral debt), of which \$43,830,000 remains outstanding (consisting of \$37,985,000 of nonelectoral debt and \$5,845,000 of electoral debt); and

WHEREAS, the County has heretofore issued its Federally Taxable General Obligation Bonds, Series A of 2013 (the “**2013 A Bonds**”), which were issued in the aggregate principal amount of \$59,615,000 (all of which was issued as nonelectoral debt), of which \$33,240,000 remains outstanding; and

WHEREAS, the County has determined to undertake a refinancing project to achieve debt service savings (the “**Refinancing Project**”) consisting of the advance refunding of all or a portion of the outstanding 2013 Bonds and the current refunding of all or a portion of the 2013 A Bonds (the 2013 A Bonds and the 2013 Bonds being so refunded are referred to herein collectively as the “**Refunded Bonds**”); and

WHEREAS, the 2013 Bonds were issued to provide funds to finance (a) the construction of a new Justice Center and renovations and improvements to certain other County facilities, (b) the County’s open space program, (c) the County’s emergency services narrowbanding project, (d) the acquisition of certain technology upgrades, and (e) other miscellaneous public works projects (collectively, the “**2013 Project**”) and the 2013 A Bonds were issued to provide funds to refund a portion of the County’s Federally Taxable General Obligation Bonds, Series of 2004 (the “**2004 Bonds**”), which were issued to finance an unfunded actuarial accrued liability with respect to the pension fund of the County (the “**2004 Project**”); and

WHEREAS, the County now proposes to issue its Federally Taxable General Obligation Bonds, in an aggregate principal amount not to exceed \$75,000,000 (the “**Bonds**”) to finance the Refinancing Project and the costs and expenses of issuing the Bonds; and

WHEREAS, upon the advice of PFM Financial Advisors LLC (the “**Financial Advisor**”), the County has determined that the private sale by negotiation of the Bonds is in the best financial interest of the County; and

WHEREAS, the County has received from PNC Capital Markets, LLC on behalf of itself and Stifel, Nicolaus & Co., Inc. (collectively, the “**Purchasers**”) a proposal dated May 6, 2020 (the “**Purchase Proposal**”) for the purchase of the Bonds at private sale by negotiation; and

WHEREAS, the Board of Commissioners of the County (the “**Board**”) desires to accept the Purchase Proposal, to authorize the execution of an addendum to the Purchase Proposal (the “**Addendum**”), to award the sale of the Bonds to the Purchasers, to authorize the issuance of electoral and nonelectoral debt, to authorize and direct certain acts and things necessary and proper to effectuate the issuance, sale and delivery of the Bonds, all in connection with the Refinancing Project, and all in accordance with and pursuant to the provisions of the Act.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA, AS FOLLOWS:

Section 1. Authorization of the Refinancing Project and Incurrence of Indebtedness. An increase in the authorized debt of the County is hereby authorized in the aggregate principal amount not to exceed \$75,000,000, through the issuance of the Bonds, which increase together with the existing net debt of the County and the corresponding reduction of debt related to the refunding of the outstanding Refunded Bonds, if the County proceeds with the Refinancing Project, will not result in a violation of the limitations of the Constitution of the Commonwealth of Pennsylvania or of the Act.

It is hereby determined and set forth that the purpose of the Refinancing Project is to reduce the total debt service that would otherwise have been payable on the Refunded Bonds over the life of the issues as authorized by Section 8241 (b) (1) of the Act.

Section 2. Authorization of Issuance of Bonds. Conditioned upon achieving a minimum level of debt service savings resulting from the Refinancing Project which equals at least \$1,500,000 net of the costs of issuance of the Bonds, as determined by the Purchasers in consultation with the Director of Finance and Administration of the County and the Financial Advisor, the County is authorized to undertake the Refinancing Project described in the recitals hereto and to incur indebtedness, pursuant to the Act, the Bonds in an aggregate principal amount not to exceed \$75,000,000 for the purpose of providing funds for and toward the costs of said Refinancing Project, including the payment of the costs of the financing.

The Bonds are to be sold and delivered as hereinafter provided. If the Board decides not to proceed or to proceed with a smaller version of the Refinancing Project, the County: (a) reserves the right to not issue the Bonds or to issue the Bonds in an amount less than the maximum principal amount authorized hereunder, and (b) approves and authorizes the filing of a certification of non-completion or partial non-completion of sale, as applicable, in accordance with Section 8202 of the Act.

Section 3. Useful Life; Maturity Dates. It is hereby determined and declared that: (i) the projects comprising the 2013 Project funded by the 2013 Bonds were determined by the County in the Ordinance adopted on March 20, 2013 to have an estimated useful life in excess of thirty-five (35) years; and (ii) the remaining estimated useful life of the 2013 Project is in excess of twenty-eight (28) years . The latest maturity of the Bonds to be allocated to the refunding of the 2013 Bonds shall not extend beyond the latest maturity of the 2013 Bonds (December 1, 2028) and the latest maturity of the Bonds to be allocated to the refunding of the 2013 A Bonds shall not extend beyond the latest maturity of the 2013 A Bonds (December 15, 2024) . The County hereby states that the Bonds are scheduled to mature in accordance with the limitations set forth in Section 8142 of the Act, taking into account the estimated useful life of the 2013 Project financed by the 2013 Bonds and the 2004 Project financed by the 2004 Bonds as refinanced by the 2013 A Bonds.

Section 4. Type of Indebtedness. The debt authorized hereunder allocated to the refunding of the portion of the outstanding 2013 Bonds constituting electoral debt, up to the

maximum aggregate principal amount of \$5,500,000, determined upon final pricing of the Bonds, shall be incurred as electoral debt pursuant to Section 8245 of the Act. The remaining debt authorized by this Ordinance up to the maximum aggregate principal amount of \$69,500,000, determined upon final pricing of the Bonds, shall be incurred as nonelectoral debt under the Act.

Section 5. Sale of Bonds. The Bonds shall be sold at private sale by negotiation as hereinafter set forth in Section 8. It is hereby determined that such a private sale of the Bonds is in the best financial interest of the County.

Section 6. Type of Bonds. The Bonds, when issued, will be general obligation bonds.

Section 7. Execution of Bonds, Documents and Further Action. The Chair or Vice Chair of the Board and the Chief Clerk or Director of Finance and Administration of the County and their successors are hereby authorized to file the debt statement required by Section 8110 of the Act, to execute and deliver the Bonds in the name and on behalf of the County and to take all other action required by the Act or this Ordinance in connection with the issuance of the Bonds. Said officers or any of them acting alone are further authorized to apply to the Pennsylvania Department of Community and Economic Development for approval of the debt herein authorized and to file with such application a transcript of the proceedings including a certified copy of this Ordinance, the Purchase Proposal, the Addendum, the Debt Statement, a Borrowing Base Certificate signed by the appropriate officials of the County or by the accountants of the County responsible for auditing its financial affairs; to pay the necessary filing fees in connection with such application; and to take any and all such further action and to execute and deliver such other documents as may be necessary or proper to comply with all requirements of the Act, to issue the Bonds and to carry out the intent and purpose of this Ordinance. The County's Bond Counsel, Curtin & Heefner LLP, is hereby authorized and directed to prepare all documents required in connection with the issuance, sale and delivery of the Bonds as Bond Counsel deems necessary or appropriate.

Section 8. Award and Sale of Bonds. The County hereby acknowledges receipt of the Purchase Proposal from the Purchasers, pursuant to which the County agrees to sell the Bonds to the Purchasers satisfying the conditions and parameters set forth therein as shall be confirmed as set forth below. A copy of the Purchase Proposal shall be delivered to the Chief Clerk of the County and shall be affixed to and shall become part of this Ordinance. The Purchase Proposal is hereby approved and accepted and the proper officers of the County are hereby authorized and directed to execute the Purchase Proposal on behalf of the County in accordance therewith, and deliver a copy of the executed Purchase Proposal to the appropriate parties.

The Director of Finance and Administration of the County in consultation with the Financial Advisor is hereby authorized and directed to review and approve the final terms of the Bonds presented by the Purchasers including, without limitation, the final interest rates, initial offering prices and yields, redemption provisions, sources and uses of funds and any other appropriate terms and conditions applicable to the Bonds, to determine the final principal amount of the Refunded Bonds, and to determine if such terms are within the parameters established hereunder. Upon presentation by the Purchasers of the final terms of the Bonds in satisfaction of

the conditions and parameters set forth in the Purchase Proposal and this Ordinance, and with the concurring approval of the Director of Finance and Administration of the County, the proper officers of the County are hereby authorized and directed to confirm in writing that such conditions and parameters have been satisfied, to accept the final terms of the Bonds, to execute and deliver the Addendum setting forth the final terms of the Bonds and to authorize the release of the Bonds upon settlement.

Section 9. Establishment of Parameters for Bonds. The County hereby establishes that the issuance of the Bonds authorized hereunder shall be subject to the Bonds satisfying the following parameters: (a) the Bonds shall be federally taxable and shall not exceed \$75,000,000 in aggregate principal amount; (b) the Bonds shall not mature later than the dates set forth on **Exhibit A** attached hereto and made part hereof; (c) the purchase price for the Bonds shall be the par amount of the Bonds, less underwriter's discount (not to exceed 0.25% of the aggregate principal amount of the Bonds) less original issue discount, if any, plus original issue premium, if any, plus accrued interest, if any, and shall not be less than 95% and not more than 105% of the aggregate principal amount of the Bonds, plus accrued interest, if any; (d) the maximum principal amounts and the maximum interest rates shall not exceed those stated on **Exhibit A**; and (e) the Bonds may have any number of interest rates and yields, provided, however, that in accordance with Section 8144 of the Act, no yield for any stated maturity date in the last two-thirds of the period of the Bonds shall be less than the yield for the immediately preceding year which falls within the last two-thirds period of the Bonds.

Section 10. Terms of Bonds. The Bonds shall be issued in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, shall be numbered consecutively, as issued, beginning with the number 1. Each Bond shall bear interest accruing from a dated date, which date shall be not earlier than thirty (30) days prior to the Bond's date of initial issuance and delivery, as more fully specified in an Addendum.

The Bonds shall bear interest at rates not to exceed the maximum rates of interest set forth in **Exhibit A** attached hereto and shall mature, whether by maturity or mandatory sinking fund redemption, on the dates and in the amounts not to exceed the maximum amounts as set forth on **Exhibit A** attached hereto and made a part hereof, as shall be specifically set forth in the Addendum.

Section 11. Redemption Provisions. Specific redemption provisions, including mandatory redemption provisions, if any, will be as set forth in the Purchase Proposal or the Addendum, and as further set forth in the Bonds.

The Paying Agent shall give notice of any such redemption by first class mail, postage prepaid, mailed not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each registered owner of the Bonds to be redeemed at its registered address as it appears on the bond register maintained by the Paying Agent, or such other notice of redemption as deemed appropriate. Such notice having been mailed and funds sufficient for redemption having been deposited with the Paying Agent, the Bonds so called for redemption shall become due and payable

on the date fixed for redemption and interest thereafter shall cease to accrue thereon, whether such Bonds shall be presented for payment or not.

Section 12. Payment Date. If the date for payment of the principal of, or premium, if any, or interest on the Bonds 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.

Section 13. Form of Bonds. The form of the Bonds, the Paying Agent's authentication certificate and the notation for registration, hereby approved, shall be with appropriate insertions, omissions and variations substantially as set forth in **Exhibit B** attached hereto and incorporated herein by reference.

Section 14. Appointment of Securities Depository. The Depository Trust Company, New York, New York ("DTC"), shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system (the "**DTC Participants**"). The ownership of one fully registered Bond for each maturity of Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each bond certificate will be in the aggregate principal amount of each maturity of the Bonds as provided in an Addendum. The County shall cause the Bonds to be delivered to DTC or the Paying Agent, as custodian for DTC, on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "**Beneficial Owner**") will not receive bond certificates and will not be the registered owner thereof. Ownership interests in the Bonds may be purchased by or through DTC Participants. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal of, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the County nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC or such DTC Participants to act or make any payment with respect to the Bonds.

The County is authorized to execute such documents as may be necessary or desirable in connection with DTC's services as securities depository including a blanket letter of representation obligating the County to give certain notices to DTC and to meet certain requirements relating to Bond payments.

If DTC determines to discontinue providing its services as securities depository with respect to the Bonds at any time, the County officials then holding the offices set forth in Section 6 of this Ordinance are hereby authorized to designate a successor securities depository or to deliver certificates to or upon the order of the registered owners of the Bonds.

Section 15. Covenant to Pay Debt Service; Pledge of Taxing Power. The County covenants to and with the registered owners of the Bonds that the County (i) shall include the amount of the debt service for the Bonds, in specific amounts not to exceed the maximum amounts set forth on **Exhibit A**, in its budget in each fiscal year of the County in which such sums are payable, (ii) shall appropriate such amounts from its general revenues for the payment of such debt service, and (iii) shall duly and punctually pay or cause to be paid from the Sinking Fund or any other of its revenues or funds the principal of each of the Bonds and the interest thereon on the dates and at the place and in the manner stated therein, according to the true intent and meaning thereof; and for such budgeting, appropriation and payment, the County shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Act, the foregoing covenant of the County shall be specifically enforceable.

Section 16. Creation of and Deposits in Sinking Fund. The County hereby establishes with the Paying Agent a sinking fund (the “**Sinking Fund**”) for the payment of the Bonds. The Treasurer of the County shall pay the amounts required for payment of the Bonds into the Sinking Fund, which shall be maintained until such Bonds are paid in full. Sums sufficient to meet the requirements of the semi-annual interest payments and scheduled maturities of the Bonds shall be deposited into the Sinking Fund no later than the date when interest or principal is to become due on the Bonds. The funds in the Sinking Fund shall be subject to withdrawal by the Paying Agent only to pay the principal and interest on the Bonds as the same becomes due and payable in accordance with the terms thereof. The County hereby covenants that such monies, to the extent required, will be applicable to such purpose. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust offices of the Paying Agent.

Section 17. Appointment of and Contract with Paying Agent.

U.S. Bank National Association, Pennsylvania, is hereby appointed as Paying Agent and Sinking Fund Depository for the Bonds as required by Section 8106 of the Act. The Paying Agent is further appointed as registrar of the Bonds and directed to maintain a registry book for the Bonds. The proper officers of the County are hereby authorized, empowered and directed to contract with said Paying Agent for such services on usual and customary terms and also to appoint and contract with any successor in such duties.

Section 18. Official Statements. The appropriate officers of the County authorized by this Ordinance to accept the final terms of the Bonds are hereby authorized to approve a Preliminary Official Statement together with any necessary supplements or amendments thereto (collectively, 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 Purchasers, and such Preliminary Official Statement as so approved shall be “deemed final” by the County as of its date for purposes of Rule 15c2-12. A final Official Statement together with any necessary supplements and amendments thereto (collectively, the “**Official Statement**”) setting forth the final terms of the Bonds within the parameters established hereunder as accepted by the County, substantially in the form of the Preliminary Official Statement approved by the appropriate officers of the County in accordance with the foregoing provisions with such additions and other changes, if any, as may be approved by the appropriate officers of the County with the advice of the County Solicitor and

containing the final terms of the Bonds, shall be prepared and delivered to the Purchasers within seven (7) business days from the date of the Addendum, and the County hereby approves the use thereof in connection with the public offering and the sale of the Bonds.

Section 19. Execution and Authentication of Bonds. As provided in Section 7, the Bonds shall be executed by the Chair or Vice Chair of the Board and either the Chief Clerk of the County or the Director of Finance and Administration and each such execution may be by manual or electronic signature. If any officer whose signature appears on the Bonds shall cease to hold such office before the actual delivery date of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of the Bonds. The Bonds shall be authenticated by the manual signature of a duly authorized officer of the Paying Agent.

Section 20. Refunding and Redemption of Refunded Bonds.

a. Advance Refunding of 2013 Bonds. Conditioned upon the issuance of the Bonds within the parameters set forth herein for the purpose of refunding the 2013 Bonds, the County hereby authorizes the advance refunding and redemption of all or a portion of the outstanding 2013. In the event of an advance refunding of the 2013 Bonds, the proper officers of the County, with respect to the refunding of the 2013 Bonds, are hereby authorized and directed to contract with The Bank of New York Mellon, as the Paying Agent for the 2013 Bonds, in its separate capacity as the true and lawful attorney and agent of the County (as applicable, the “**Escrow Agent**”), to effect the redemption and payment, including payment of principal and interest, of the 2013 Bonds to and including June 1, 2023, the date of redemption of the 2013 Bonds pursuant to the terms and provisions of a certain Escrow Agreement (the “**Escrow Agreement**”) dated as of the issuance date of the Bonds, between the County and the Escrow Agent. The Escrow Agent, in the name, place and stead of the County, shall mail, with respect to the 2013 Bonds, a notice of redemption as required by the terms of the 2013 Bonds. In addition, the Escrow Agent is hereby authorized and directed to mail, as required by the Escrow Agreement, a notice of refunding for the 2013 Bonds. The proper officers of the County are also authorized to contract with a verification agent in regard to the advance refunding of the 2013 Bonds.

The proper officers of the County are hereby authorized and directed to execute and deliver the Escrow Agreement, in such form, subject to such subsequent additions, changes, variations, omissions, insertions and modifications, if any, as may be approved by such officer, with the advice of Bond Counsel, the execution of the Escrow Agreement to be conclusive evidence of such approval, and the Chief Clerk is hereby authorized and directed to affix thereto the corporate seal of the County and to attest the same.

Subject only to completion of delivery of, and settlement for, the Bonds for the advance refunding of the outstanding 2013 Bonds, the County authorizes and directs the irrevocable deposit in trust with the Escrow Agent, of proceeds of the Bonds, in an amount which will be sufficient, together with the interest earned thereon, to effect the refunding of the Refunded Bonds pursuant to the terms and provisions of the Escrow Agreement. The Escrow Agent is

irrevocably authorized and directed to apply the monies so to be made available to it in accordance with the Escrow Agreement. The County hereby gives and grants the Escrow Agent full authority to do and perform all and every act and thing whatsoever requisite and necessary to effectuate said portion of the Refinancing Project as the County might do on its own behalf, and hereby ratifies and confirms all that said agent shall do or cause to be done by virtue thereof.

b. Current Refunding of the 2013 A Bonds. Conditioned upon the issuance of the Bonds within the parameters set forth herein for the purpose of the current refunding of the 2013 A Bonds, the County hereby authorizes the current refunding and redemption of all or a portion of the outstanding 2013 A Bonds on a redemption date to be determined by the Director of Finance and Administration of the County in consultation with the Financial Advisor. The proper officers of the County are hereby authorized and directed to execute all agreements and documents necessary to effect such refunding and redemption. Such agreements and documentation shall be in form and substance as approved by the signing officers of the County.

The proper officers and the Director of Finance and Administration of the County are hereby authorized to execute any and all requests to mail notice of redemption, agreements or documents deemed appropriate concerning the Refinancing Project.

Section 21. Continuing Disclosure. The County is hereby authorized and directed to execute and deliver to the Purchasers a continuing disclosure certificate or agreement (the “**Continuing Disclosure Agreement**”), pursuant to which the County shall covenant with the holders from time to time of the Bonds, in accordance with Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), to provide to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“**EMMA**”) system or such depository specified pursuant to Rule 15c2-12, on an annual basis, certain financial and other information concerning the County and notices, from time to time as applicable, of certain specified events as required to be disclosed by Rule 15c2-12, and as set forth in the Continuing Disclosure Agreement. The proper officers of the County are hereby authorized to execute and deliver the Continuing Disclosure Agreement containing such provisions as are deemed necessary or appropriate by Bond Counsel and as are approved by such officers of the County executing the same.

Section 22. Covenant to Pledge Sufficient Funds. The County hereby covenants and agrees that, concurrently with the issuance of and payment for the Bonds for the purpose of advance refunding the 2013 Bonds:

(a) The County will have irrevocably pledged with the Escrow Agent amounts sufficient, together with interest, if any, to be earned thereon, to pay: (i) all interest on the refunded 2013 Bonds to the date of maturity or redemption thereof; and (ii) the principal of the refunded 2013 Bonds to and including the date of maturity or redemption thereof so that such refunded 2013 Bonds will no longer be outstanding under the Act; and

(b) The County will direct and confirm that the Escrow Agent for the refunded 2013 Bonds will have invested the monies required by such Escrow Agreement relating to the refunded 2013 Bonds in accordance with its terms.

(c) The County hereby authorizes and directs, if necessary, the Chair or Vice Chair of the Board, the Director of Finance and Administration of the County, the Escrow Agent, the Financial Advisor or the Purchasers, or their respective representatives, to subscribe or purchase, on behalf of, and as agent for, the County, United States Treasury Certificates of Indebtedness, Notes and Bonds—State and Local Government Series, or any appropriate combination of the above, or any other direct obligations of the United States of America, all in accordance with the Escrow Agreement, or to arrange for the purchase of non-callable securities of the Commonwealth of Pennsylvania in accordance with the Escrow Agreement or to arrange for the purchase of time deposits or certificates of deposit, which satisfy the requirements of Section 8250 of the Act, in accordance with the Escrow Agreement. The Director of Finance and Administration of the County is hereby authorized to execute and deliver written directions to one of the above-named persons and/or the Purchasers to purchase on behalf of the County said obligations of the United States of America, said securities of the Commonwealth of Pennsylvania or said time deposits or certificates of deposit. The above-named persons and/or the Purchasers are hereby authorized to certify and deliver a copy of this Ordinance upon subscription of the above-mentioned securities and/or to deliver a copy hereof certified by the Chief Clerk of the County, upon subscription for the above-mentioned securities, or thereafter.

Section 23. Application of Bond Proceeds. The purchase price for the Bonds, and any accrued interest payable by the Purchasers, shall be paid by the Purchasers to the Paying Agent on behalf of the County. Upon receipt of the balance of such purchase price for the Bonds, including interest thereon accrued to the date of delivery, if any, the Paying Agent shall deposit the same in a settlement account. From the settlement account, the Paying Agent shall pay, or establish reserves for payment of, the costs and expenses of the financing in the amounts presented to the Board which are hereby approved, and the proper officers of the County are authorized to direct the Paying Agent to pay the issuance costs on behalf of the County as set forth in written instructions from the Chair or Vice Chair of the Board. The Paying Agent shall transfer the proceeds of the Bonds designated for the Refinancing Project as set forth in written instructions from the Chair or Vice Chair of the Board.

Any reserves in the above-described account shall be disbursed from time to time by the Paying Agent pursuant to written instructions from the Chair or Vice Chair of the Board and any balance ultimately remaining in any such reserve shall, upon written instructions of the Chair or Vice Chair of the Board, be paid over to the County.

Section 24. Bond Insurance. If applicable, in connection with the issuance of the Bonds, the proper officers of the County are hereby authorized to take all action necessary to file the application and to pay the premium to cause the Bonds to be insured by a municipal bond insurer (the “**Insurer**”) as may be provided in the Purchase Proposal or Addendum.

Section 25. Applicability of Act. This Ordinance is adopted pursuant the Constitution and laws, including the Act, of the Commonwealth of Pennsylvania and the County hereby determines and declares that each and every matter and thing provided for herein is necessary and desirable to carry out and effect the public purposes of the County in accordance with such laws. All of the mandatory provisions of the Act shall apply hereunder whether or not explicitly stated herein and are specifically incorporated herein by reference.

Section 26. Contract with Bondholders. In consideration of the purchase and acceptance of the Bonds authorized to be issued hereunder by those who shall purchase the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the County and the holders from time to time of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the County shall be for the benefit, protection and security of the holders or registered owners from time to time of the Bonds. If the County shall default in the performance of any of its obligations hereunder, under the Bonds or under the Act, the holders or registered owners of the Bonds shall be entitled to all of the rights and remedies provided by the Act in the event of such default.

Section 27. Severability Provision. In the event that any one or more of the provisions contained in this Ordinance or in the Bonds issued pursuant hereto shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Ordinance or of the Bonds, and this Ordinance or the Bonds shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Section 28. Amendment of Ordinance. The County may, from time to time and at any time, adopt a supplemental ordinance (a) to cure any ambiguity, formal defect or omission in this Ordinance or in any supplemental ordinance; or (b) to grant to and confer upon the holders from time to time of the Bonds any additional rights, remedies, powers, authority or security that may be lawfully granted to or conferred upon same.

Section 29. Exclusive Effect. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon, or to give any person, firm or corporation other than the County, its agents, and the registered owners of the Bonds any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements contained in this Ordinance are and shall be for the sole and exclusive benefit of the County, its agents, the Insurer (if any), and the registered owners of the Bonds.

Section 30. Repealer. All prior ordinances or parts thereof inconsistent herewith are hereby repealed, rescinded, cancelled and annulled.

ENACTED by the Board of Commissioners this _____ day of May 2020.

COUNTY OF BUCKS

BY: _____
Diane M. Ellis-Marseglia, LCSW
Chair, Board of Commissioners

BY: _____
Robert J. Harvie Jr.
Vice Chair, Board of Commissioners

BY: _____
Gene DiGirolamo
Member, Board of Commissioners

[SEAL]
Attest:

BY: _____
Chief Clerk

COUNTY OF BUCKS
Bucks County, Pennsylvania

\$75,000,000
Federally Taxable General Obligation Bonds

EXHIBIT A

MAXIMUM PRINCIPAL, INTEREST RATE AND DEBT SERVICE SCHEDULE

Fiscal Year (Ending December 31) of Principal Maturity or Mandatory Sinking Fund Payment	Maximum Annual Principal Amount or Mandatory <u>Redemption Amount</u>	Maximum Interest Rate (%)	Maximum Annual <u>Debt Service</u>
2020	\$7,360,000	5.000%	\$9,162,083.22
2021	7,925,000	5.000%	11,307,000.00
2022	8,095,000	5.000%	11,080,750.00
2023	13,340,000	5.000%	15,921,000.00
2024	13,545,000	5.000%	15,459,000.00
2025	6,005,000	5.000%	7,241,750.00
2026	6,120,000	5.000%	7,056,500.00
2027	6,240,000	5.000%	6,870,500.00
2028	6,370,000	5.000%	6,688,500.00
Total:	\$75,000,000		\$90,787,500.00

COUNTY OF BUCKS
Bucks County, Pennsylvania

\$75,000,000
Federally Taxable General Obligation Bonds

Exhibit B

[Form of Bond]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC). ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein.

Number R-

**COUNTY OF BUCKS
BUCKS COUNTY, PENNSYLVANIA**

**FEDERALLY TAXABLE
GENERAL OBLIGATION BONDS
SERIES OF 2020**

Interest Rate Maturity Date Dated Date CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

County of Bucks, Commonwealth of Pennsylvania (the “County”), for value received, hereby promises to pay to the registered owner hereof on the maturity date set forth above the principal sum set forth above, and to pay interest thereon from _____ or the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually on _____ of each year commencing _____ (each,

an "Interest Payment Date"), at the annual rate specified above, calculated on the basis of a 360-day year of twelve 30-day months until the principal sum is paid or has been provided for. The principal of this Bond is payable upon presentation and surrender hereof at the corporate trust office of U.S. Bank National Association (the "Paying Agent") in Philadelphia, Pennsylvania.

Interest on this Bond will be paid on each Interest Payment Date by check mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the Paying Agent, as registrar, at the address appearing thereon at the close of business on the fifteenth (15th) calendar day of the month (whether or not a day on which the Paying Agent is open for business) next preceding such Interest Payment Date (the "Regular Record Date"), unless: (a) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date; or (b) this Bond is registered and authenticated after a Regular Record Date and before the next succeeding Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date; or (c) this Bond is registered and authenticated on or prior to _____, in which event this Bond shall bear interest from _____ or (d) as shown by the records of the Paying Agent, interest on this Bond shall be in default, in which event this Bond shall bear interest from the date on which interest was last paid on this Bond, until said principal sum is paid. Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof as of the Regular Record Date, and shall be payable to the person who is the registered owner hereof at the close of business on a Special Record Date (the "Special Record Date") for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever monies become available for payment of the defaulted interest, and notice of the Special Record Date and of the payment date for such interest shall be given, by first class mail, to registered owners of the Bonds not less than ten (10) days preceding such Special Record Date. The Special Record Date shall be at least ten (10) days but not more than fifteen (15) days prior to the payment of such defaulted interest. Such notice shall be mailed to the persons in whose names such Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing. The principal of and interest on this Bond are payable in lawful money of the United States of America.

This Bond is one of a duly authorized issue of Federally Taxable General Obligation Bonds, Series of 2020, of the County in the aggregate principal amount of \$_____ (the "Bonds"). The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof, all of like date and tenor, except as to dates of maturity and rates of interest, and all issued in accordance with the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001, et seq., as amended (the "Act"), and pursuant to an Ordinance of the Board of Commissioners of the County duly enacted on _____, _____, 2020 (the "Ordinance"). The Bonds are issued for the purpose of financing a Refinancing Project described in the Ordinance and paying the costs of issuing the Bonds.

Reference is hereby made to the Ordinance and the Act for a complete statement of the right of the holders hereof, which by acceptance of this Bond, such holder accepts.

The Bonds maturing on _____ of the years _____ and _____ are subject to mandatory sinking fund redemption in part, in direct order of maturity by lot, at a redemption price of 100% of the principal amount thereof plus accrued interest to the date fixed for redemption on _____ in the years and in the amounts set forth below:

<u>Bond Maturity</u>	
<u>Date</u>	<u>Principal</u>
20____	\$_____
20____*	_____

* Maturity

The Bonds maturing on or after _____, are subject to redemption prior to maturity, at the option of the County, as a whole, or from time to time, in part, on _____, or on any date thereafter upon payment of a redemption price of 100% of principal amount thereof plus interest accrued to the redemption date. In the event that less than all Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot.

Notice of call for redemption shall be given by the Paying Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by mailing a copy of the redemption notice to each registered owner appearing on the registration books kept by the Paying Agent, unless such notice is waived by the registered owner. Failure to mail any notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of the redemption of any other Bonds for which proper notice shall have been given. Notice having been so given and provision having been made for redemption from funds with the Paying Agent, all interest on Bonds, or portions thereof, called for redemption accruing after the date fixed for redemption shall cease.

Under the laws of the Commonwealth, this Bond and the interest thereon shall at all times be free from taxation within the Commonwealth of Pennsylvania, but this exemption does not extend to gift, estate, succession or inheritance taxes or to any other taxes not levied or assessed directly on this Bond or the interest thereon. Profits, gains or income derived from the sale, exchange or other disposition of this Bond are subject to state and local taxation.

The Bonds are transferable or exchangeable by the registered owners thereof, subject to payment of any required tax, fee or other governmental charge, upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent, together with a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of such Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of or exchange of Bonds in the registration books and shall authenticate and deliver at the earliest practicable times in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same maturity for the aggregate principal amount that the registered owner is entitled to receive. The County and the Paying Agent may deem and treat the registered owner of any Bond as the absolute owner thereof (whether or not a Bond shall be

overdue) for the purpose of receiving payment of or on account of principal, premium, if any, and interest due and for all purposes, 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, against any member of the Board of Commissioners, officer or employee, past, present or future, of the County or of any successor body, as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

Whenever the due date for payment of principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized or directed by law or executive order to close (a "Holiday"), then the payment of such principal or interest need not be made on such date, but may be made on the succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

[This Bond is not insured].

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the County to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; that the County has established a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the County are hereby irrevocably pledged.

This Bond shall not be entitled to any benefit under the within mentioned Ordinance or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent by execution of the certificate endorsed hereon.

IN WITNESS WHEREOF, County of Bucks, Bucks County, Commonwealth of Pennsylvania, as provided by the Act and in the Ordinance, has caused this Bond to be executed in its name and in its behalf by the signature of the Chair of the Board of Commissioners, and its official seal to be affixed hereto and attested by the signature of the Chief Clerk of the County.

COUNTY OF BUCKS
Commonwealth of Pennsylvania

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds, of the Series designated therein, described in the within-mentioned Ordinance.

U.S. Bank National Association,
Paying Agent

Date of Authentication:

_____, _____

By: _____
Authorized Officer

[FORM OF ASSIGNMENT]

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED _____
 (the "Transferor"), the undersigned hereby sells, assigns and transfers unto _____
 _____ (the "Transferee"),
 {Social Security or Federal Employer Identification No. _____
 _____} the within bond and all rights thereunder, and hereby irrevocably
 constitutes _____ and _____ appoints
 _____ as
 attorney to transfer the within bond on the books kept for the registration thereof, with full power of
 substitution in the premises.

Date: _____

Signature(s) Guaranteed:

NOTICE: No bond shall be issued in the name of the Transferee, unless the signature(s) to this Assignment corresponds with the name as it appears upon the face of the within bond in every particular without alteration or enlargement of any change whatever and the social security or Federal Employer Identification Number of the commercial Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the Trust, the Federal Employer Identification Number and the date of the trust and the name of the trustee should be supplied.

[End of Bond Form]