

LM 3/9/16
ram

ORDINANCE
OF THE
COUNTY OF DAUPHIN
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE NO. 4-2016
Enacted: March 9, 2016

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAUPHIN, PENNSYLVANIA (THE "COUNTY") AUTHORIZING AND DIRECTING THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS (THE "BONDS") IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$17,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO (A) CURRENTLY REFUND THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2006 (TAX-EXEMPT FIXED RATE) (THE "2006 BONDS"); (B) TERMINATE THE 2011 QUALIFIED INTEREST RATE MANAGEMENT AGREEMENT CORRESPONDING TO A PORTION OF THE 2006 BONDS BEING REFUNDED; AND (C) PAY THE COST OF ISSUING THE BONDS OR ANY OR ALL OF THE SAME; STATING THE PURPOSE OF THE REFUNDING; DESCRIBING CERTAIN PRIOR PROJECTS AND RATIFYING AND CONFIRMING THE ORIGINALLY ESTIMATED REALISTIC USEFUL LIVES THEREOF AND STATING THE REMAINING USEFUL LIVES THEREOF; DIRECTING THE PROPER OFFICERS OF THE COUNTY TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND BORROWING BASE CERTIFICATE; COVENANTING THAT THE COUNTY SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; PROVIDING FOR FULLY REGISTERED BONDS, DATE OF THE BONDS, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND STATED PRINCIPAL MATURITY AMOUNTS AND FIXING THE RATES OF INTEREST ON SUCH BONDS AND PROVIDING FOR BOOK-ENTRY ONLY BONDS; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITORY, PAYING AGENT AND REGISTRAR AND 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 THE EXECUTION, DELIVERY AND

AUTHENTICATION OF BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; APPROVING THE FORM OF THE BONDS, PAYING AGENT'S AUTHENTICATION CERTIFICATE AND ASSIGNMENT AND PROVIDING FOR CUSIP NUMBERS TO BE PRINTED ON THE BONDS; AWARDED SUCH BONDS AT A NEGOTIATED SALE AND STATING THAT SUCH SALE IS IN THE BEST FINANCIAL INTEREST OF THE COUNTY; CREATING A SINKING FUND AND APPROPRIATING ANNUAL AMOUNTS FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE COUNTY TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; SETTING FORTH CERTAIN COVENANTS AND REPRESENTATIONS RELATING TO THE FEDERAL INCOME TAX STATUS OF THE INTEREST TO BE PAID ON THE BONDS; APPROVING THE CONTENT AND FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT AND THE UNDERTAKING OF CERTAIN CONTINUING DISCLOSURE; APPOINTING BOND COUNSEL FOR THE BONDS; AUTHORIZING AND DIRECTING THE CURRENT REFUNDING OF THE COUNTY'S OUTSTANDING 2006 BONDS AND THE TERMINATION OF THE QUALIFIED INTEREST RATE MANAGEMENT AGREEMENT CORRESPONDING TO A PORTION OF THE 2006 BONDS BEING REFUNDED; AUTHORIZING APPROPRIATE OFFICERS OF THE COUNTY TO TAKE CERTAIN ACTIONS AND TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH ISSUANCE OF THE BONDS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE COUNTY TO PAY ISSUANCE COSTS; AUTHORIZING INCIDENTAL ACTIONS; RESCINDING INCONSISTENT RESOLUTIONS; AND STATING THE EFFECTIVE DATE.

WHEREAS, the County of Dauphin (the "County"), is a county of the third class existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), is a "local government unit," as defined in the Local Government Unit Debt Act, 53 Pa.C.S. §8001 *et seq.*, as amended and supplemented (the "Debt Act") and is governed by its Board of Commissioners (the "Governing Body"); and

WHEREAS, the County has heretofore issued its General Obligation Bonds, Series of 2006 (Tax-Exempt Fixed Rate) (the "2006 Bonds"), to provide funds for and toward a

project (the “2006 Bonds Project”) consisting of: (i) the payment of a portion of the costs associated with the acquisition and construction of the County’s upgraded Countywide emergency management communications system, and (ii) the payment of the costs of issuing the 2006 Bonds, all as described in the ordinance authorizing the issuance of the 2006 Bonds, duly enacted on June 7, 2006 (the “2006 Bonds Ordinance”); and

WHEREAS, pursuant to an ordinance enacted on October 26, 2011 the Governing Body of the County executed and delivered a Confirmation with a trade date of November 15, 2011, relating to the County's outstanding 2006 Bonds maturing on November 15, 2012 through and including November 15, 2023 (the “2006 Confirmation”) under an International Swap Dealers Association 1992 Master Agreement and Schedule, dated as of April 29, 2004, together with all related schedules, supplements, exhibits and addenda (the “Swap Agreement,” together with the 2006 Confirmation, the “2006 Swap Documents,” and such transaction, the “2006 Swap Transaction”) related to a forward starting fixed payer swap transaction between the County and the Royal Bank of Canada (the “Swap Counterparty”); and

WHEREAS, the Governing Body of the County has determined to issue its General Obligation Bonds, Series of 2016, in the maximum aggregate principal amount of \$17,000,000 (the “Bonds”), with the proceeds to be applied for and toward a project, consisting of: (i) the current refunding (the “2006 Refunding”) of the County’s outstanding 2006 Bonds (the “Refunded Bonds”), (ii) the termination of the 2006 Swap Transaction; and (iii) the financing of all or a portion of the costs of issuance of the Bonds ((i), (ii) and (iii) collectively, the “2016 Project”); and

WHEREAS, RBC Capital Markets, LLC, Lancaster, Pennsylvania (the “Underwriter”) has presented to the County a written contract as its proposal for the purchase of the Bonds (the “Purchase Contract”); and

WHEREAS, the Governing Body of the County has determined to appoint Manufacturers and Traders Trust Company, Harrisburg, Pennsylvania (the “Paying Agent”), as paying agent and sinking fund depository with respect to the Bonds, and has determined to provide that the principal of and interest on the Bonds shall be payable, when due, at such office of the Paying Agent; and

WHEREAS, the County desires to approve the form of the Bonds, authorize and approve the execution and delivery of the Purchase Contract and related instruments, and to execute and deliver such other documents as may be necessary to implement the Purchase Contract and to authorize such further action by its officers consistent with this Ordinance, the Debt Act, and all other applicable law.

NOW, THEREFORE, BE AND IT HEREBY IS ENACTED AND ORDAINED by the Board of Commissioners of the County of Dauphin:

Section 1. Incurrence of Debt; Amount and Purpose of Bonds; Realistic Cost Estimates; Estimated Project Completion Date. The Governing Body of the County hereby authorizes and directs the incurring of non-electoral debt through the issuance of the Bonds, to provide funds for the Project. Pursuant to the 2006 Bonds Ordinance, the 2006 Bonds

maturing on or after November 15, 2016 are subject to redemption prior to maturity, at the option of the County, as a whole, on, May 15, 2016, or on any date thereafter, as a whole or from time to time, in part (and if in part, in any order of or portion of each maturity as selected by the County and within a maturity by lot), in either case upon payment of a redemption price of 100% of the principal amount of such of Bonds, together with accrued interest to the redemption date.

The County, pursuant to authorization contained herein, has elected to exercise its option to redeem in whole the Refunded Bonds on a date on or after May 15, 2016, but in any event not more than 90 days after the date of issuance of the Bonds (the "Redemption Date"). The Chairman or Vice Chairman of the County or any one of them, and/or any other duly authorized or appointed officer of the County, are hereby authorized and directed to determine the Redemption Date within the parameters set forth herein.

The Refunding Project is being undertaken by the County for the purpose of reducing total debt service over the life of the Refunded Bonds, in compliance with Section 8241(b)(1) of the Debt Act.

The County hereby reserves the right to undertake components of the Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Bonds and other available moneys to the final costs of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Bonds shall be used solely to pay the "costs," as defined in the Debt Act, of the Project described herein or, upon appropriate amendment hereto, to pay the costs of other capital projects for which the County is authorized to incur indebtedness.

The estimated completion date of the Refunding Project is the Redemption Date.

Section 2. Realistic Estimated Useful Lives. The 2006 Bonds were issued for the purpose of providing funds for the 2006 Bonds Project, and the realistic estimated useful life of the 2006 Bonds Project was determined at the time of issuance of the 2006 Bonds. Such determination is hereby ratified and confirmed and the principal amount of the Bonds equal to the cost of the 2006 Bonds Project has been scheduled to mature prior to the unexpired useful life thereof.

Section 3. Debt Statement and Borrowing Base Certificate. The Chairman or Vice Chairman of the County or any one of them, and/or any other duly authorized or appointed officer of the County, are hereby authorized and directed to prepare and certify a debt statement required by Section 8110 of the Debt Act and a borrowing base certificate.

Section 4. Covenant to Pay Bonds. It is covenanted with the holder of the Bonds that the County shall: (i) include the amount of the debt service for the Bonds for each fiscal year in which the sums are payable in its budget for that year; (ii) appropriate those amounts from its general revenues for the payment of the 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 County pledges its full faith, credit and taxing power. The covenant contained in this **Section 4** shall be specifically enforceable.

Section 5. Form of Bonds; Description of Bonds. For purposes of this **Section 5**, the following defined terms have the meaning stated below:

“DTC” means The Depository Trust Company, New York, New York, the securities depository for the Bonds, and its successors.

“Paying Agent” has the meaning given to that term in the recitals.

“Representation Letter” means the Blanket Letter of Representations, together with DTC’s Operational Arrangements referred to therein, of the County on file with DTC and incorporated herein by reference.

A. Amount and Term of Bonds.

The Bonds shall be in fully registered form without coupons, shall be numbered, shall be in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof, shall be dated as of the date of registration and authentication of such Bonds (the “Series Issuance Date”) and shall bear interest from the dates, which interest is payable at the maximum rates provided herein, until maturity or prior redemption, all as set forth in the form of Bond attached hereto as Exhibit A and made a part hereof.

The Bonds shall bear interest until maturity or prior redemption at the maximum rates per annum, and shall mature in the maximum amounts and on certain years, all as set forth in the maturity schedule attached hereto as Exhibit B and made a part hereof.

The stated maturities of the Bonds as shown on Exhibit B have been fixed in compliance with Section 8142(b)(2) of the Debt Act.

The Bonds are subject to redemption prior to maturity as set forth in Exhibit B attached hereto.

The Paying Agent is hereby authorized and directed, upon notification by the County of its option to redeem the Bonds in part, to select by lot the particular Bonds or portions thereof to be redeemed, to cause a notice of redemption to be given once by first-class United States mail, postage prepaid, not less than thirty (30) days prior to the redemption date, to each registered owner of the 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 County, shall identify the Bonds to be redeemed, including Committee on Uniform Security Identification Procedures (“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 County.

For so long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notice specified above only to DTC in accordance with its applicable time requirements. It is expected that DTC in turn will notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

In addition to the notices described in the preceding paragraphs, further notice shall be given by the Paying Agent as set forth 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.

(i) 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.

(ii) Each further notice of redemption shall be sent at least twenty-five (25) days before the redemption date by registered or certified mail or overnight delivery service or indirectly through the Electronic Municipal Market Access (“EMMA”) System through the Municipal Securities Rulemaking Board, at www.emma.msrb.org.

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

The notice required to be given by this **Section 5** 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.

If at the time of the mailing of any notice of optional redemption the County 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.

B. Book-Entry Only System. The foregoing provisions of this **Section 5** to the contrary notwithstanding:

(i) The Bonds, upon original issuance, will be issued in the form of a single, fully registered bond for each maturity in the denomination equal to the principal amount of Bonds maturing on each such date and will be deposited with DTC. Each such Bond will initially be registered to Cede & Co., the nominee for DTC, or such other name as may be requested by an authorized representative of DTC, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event that the use of the book-entry system for the Bonds is discontinued. It is anticipated that during the term of the Bonds, DTC will make book-entry transfers among its participants and receive and transmit payment of principal and premium, if any, and interest on, the Bonds to participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (vi).

(ii) The execution and delivery by the County of the Representation Letter shall not in any way create, expand or limit any undertaking or arrangement contemplated or provided for herein in respect of DTC or the book-entry registration, payment and notification system or in any other way impose upon the County or the Paying Agent any obligation whatsoever with respect to beneficial owners having interest in the Bonds, any such obligation extending solely to DTC, as sole bondholder, as shown on the registration books kept by the Paying Agent. The Paying Agent shall take all action necessary for all representations of the County in the Representation Letter with respect to the Paying Agent to be complied with at all times.

(iii) So long as the Bonds or any portion thereof are registered in the name of Cede & Co., or such other DTC nominee, all payments of principal, premium, if any, or redemption price of, and interest on, the Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Ordinance. All payments made by the Paying Agent to DTC or its nominee shall fully satisfy the County's obligations to pay principal, premium, if any, and interest, on the Bonds to the extent of such payments, and no beneficial owner of any Bond registered in the name of Cede & Co., or such other DTC nominee, shall have any recourse against the County or the Paying Agent hereunder for any failure by DTC or its nominee or any participant therein to remit such payments to the beneficial owners of such Bonds.

(iv) If all or fewer than all Bonds of a maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods required by the Representation Letter. If fewer than all Bonds of a maturity are to be redeemed, DTC shall determine by lot the amount of the interest of each participant in the maturity of Bonds to be redeemed. In the event of the redemption of less than all of the Bonds outstanding, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that, in each case the Paying Agent shall request, and DTC shall deliver to the Paying Agent, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(v) In the event DTC resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as

amended, the County may appoint a successor securities depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor securities depository in appropriate denominations and form as provided herein.

(vi) If DTC resigns and the County is unable to locate a qualified successor to DTC in accordance with subsection (v), then the Paying Agent, based on information provided to it by DTC, shall notify the beneficial owners of the Bonds of the availability of certificates to beneficial owners of Bonds requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver the Bonds (the "Replacement Bonds") to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustment as it may find necessary or appropriate as to the date of such Replacement Bonds, accrued interest and previous calls for redemption. In such event, all references to DTC herein shall relate to the period of time when DTC or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon and/or to be performed by DTC shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. The Paying Agent may rely on information from DTC and its participants as to the names, addresses, taxpayer identification numbers of and principal amount held by the beneficial owners of the Bonds.

Section 6. Appointment of Paying Agent, Sinking Fund Depository and Registrar; Payment of Principal and Interest without Deduction for Taxes. The proper officers of the County are hereby authorized and directed to contract with the Paying Agent for its services as sinking fund depository, paying agent and registrar with respect to the Bonds, and the Paying Agent is hereby appointed to act in such capacities with respect to the Bonds.

The principal or redemption price of the Bonds shall be payable upon surrender thereof when due in lawful money of the United States of America at the designated office of the Paying Agent, or the designated office of any additional or appointed alternate or successor paying agent or agents. Such payments shall be made to the registered owners of the Bonds so surrendered, as shown on the registration books of the County on the date of payment. Interest on the Bonds shall be paid by check mailed to the registered owner of such Bonds as shown on the registration books kept by the Paying Agent, as of the close of business on the fifteenth (15th) day (whether or not a day on which the Paying Agent is open for business) next preceding each interest payment date, respectively (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date, unless the County shall default in the payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business of the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or on a day on which banking institutions in the Commonwealth of Pennsylvania are authorized or required by law to close, then the date for payment of such principal or interest shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

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

Any corporation or association into which the Paying Agent, or any additional or appointed alternate or successor to it, may be merged or converted or with which it, or any additional or appointed alternate or successor to it, may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation or association to which the Paying Agent, or any additional or appointed alternate or successor to it, sells or otherwise transfers all or substantially all of its corporate trust business shall be the successor paying agent hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 7. Registration, Transfer and Exchange of Bonds. The County shall keep, at the corporate trust and/or payment office of the Paying Agent, as registrar, books for the registration, transfer and exchange of Bonds. The County 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 County.

The ownership of each Bond shall be recorded in the registration books of the County, 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 hereof and surrendered by such owner or his duly appointed attorney or other legal representative at the designated 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

designated office of the Paying Agent, whereupon a new Bond or Bonds shall be authenticated and delivered to the registered owner.

The Paying Agent shall not be required to (i) issue or to register the transfer of or exchange any certificated Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) to register the transfer of or exchange any portion of any certificated Bond selected for redemption, in whole or in part, until after the date fixed for 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 a transfer or exchange of outstanding Bonds shall be valid general obligations of the County, evidencing the same debt as the Bonds surrendered.

The County 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 County or the Paying Agent.

Section 8. Execution, Delivery and Authentication of Bonds; Disposition of Proceeds. The Bonds shall be executed by the manual or facsimile signature of the Chairman or Vice Chairman of the Governing Body of the County and shall have the corporate seal of the County or a facsimile thereof impressed thereon, duly attested by the manual or facsimile signature of the Chief Clerk of the Governing Body and such officers are hereby authorized and directed to execute the Bonds in such manner. In case any official of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such official before the authentication of the Bonds, such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes the same as if such official had remained in office until authentication; and any Bond may be signed on behalf of the County, even though at the date of authentication of such Bond such person was not an official. The Chairman or Vice Chairman of the Governing Body is authorized and directed to deliver, or cause to be delivered, the Bonds to the purchasers thereof against the full balance of the purchase price therefor. The Bonds shall be authenticated by the Paying Agent.

The proceeds of the Bonds shall be deposited in a settlement account created under **Section 16** of this Ordinance and shall be disbursed, transferred or deposited as directed in this Ordinance and a closing receipt duly executed and delivered by an authorized officer of the County on the date of issuance and delivery of the Bonds (the "Closing Receipt").

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; such execution shall constitute approval by such officers on behalf of the County. The opinion of bond counsel is authorized and directed to be printed upon the Bonds.

The County, pursuant to recommendations promulgated by 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 County shall have no liability of any sort with respect thereto. Reliance upon 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 (the “Temporary Bonds”). The Temporary Bonds may be for the principal amount of Five Thousand Dollars (\$5,000) 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 Temporary Bonds 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 Temporary Bonds surrendered. Such exchange shall be made by the County at its own expense and without any charge therefor. When and as interest is paid upon Temporary Bonds without coupons, the fact of such payment shall be endorsed thereon. Until so exchanged, Temporary Bonds shall be in full force and effect according to their terms.

Section 11. Manner of Sale; Award of Bonds. The Governing Body of the County after due deliberation and investigation has found that a sale by negotiation is in the best financial interest of the County and based upon such finding, the Governing Body of the County hereby awards the Bonds, at a negotiated sale, to the Underwriter upon the terms set forth in the Purchase Contract.

As set forth in the Purchase Contract, the aggregate principal amount of the Bonds shall not exceed \$17,000,000; the latest maturity date of the Bonds shall not be later than November 15, 2023; the maximum rate of interest on the Bonds shall not exceed 5.000% per annum; the purchase price for the Bonds, including underwriting discount and net original issue discount or original issue premium, shall not be less than 95.0% nor more than 110.0% of the aggregate principal amount of the Bonds; and the net debt service savings to the County shall be equal to or greater than \$800,000, net of costs of issuance (collectively, the “Bond Parameters”). The Purchase Contract will be supplemented by an addendum to such Purchase Contract containing the final terms and conditions of the sale and issuance of the Bonds, consistent with the Bond Parameters. Such details are hereby approved. The proper officers of the County are hereby authorized to approve the final terms and conditions of the Bonds, to be presented by the Underwriter, within the Bond Parameters. The addendum to the Purchase Contract so approved shall be executed and delivered by such officer of the County and included as a part of such Purchase Contract accepted by this Ordinance.

Section 12. Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service. There is hereby established a separate sinking fund for the County designated as the “County of Dauphin, General Obligation Bonds, Series of 2016 Sinking Fund” (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 depository shall, as and when said payments are due, without further action by the County, withdraw available monies in the Sinking Fund and apply said monies to the payment of the principal of and interest on the Bonds. The maximum amounts set forth in Exhibit C attached hereto and made a part hereof shall be pledged in each of the fiscal years shown in Exhibit C to pay the debt service on the Bonds, and such amounts are annually hereby appropriated to the Sinking Fund for the payment thereof.

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

Section 13. Debt Proceedings. The Chief Clerk of the County is hereby authorized and directed to certify to and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Debt Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder, including the debt statement and borrowing base certificate referred to hereinabove, and to pay the filing fees necessary in connection therewith.

Section 14. Tax Covenants and Representations. So long as the Bonds are outstanding, each of the following covenants shall apply:

a. The County shall make no use of the proceeds of the Bonds during the term thereof which would cause such Bonds to be “arbitrage bonds” within the meaning of section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and shall comply with the requirements of all Code sections necessary to ensure that the Bonds are described in Code section 103(a) and not described in Code section 103(b) throughout the term of the Bonds.

b. If and to the extent the County is required to remit any amounts to the United States pursuant to Code section 148(f) (the “Rebate Amounts”) in order to cause the Bonds not to be arbitrage bonds, the County will remit the Rebate Amounts at such times and in the manner required by Code section 148(f) and the regulations thereunder. The obligation to remit the Rebate Amounts and to comply with all other requirements of this **Section 14** shall survive the defeasance and payment in full of the Bonds.

c. The County shall file IRS Form 8038-G and any other forms or information required by the Code with respect to the Bonds to be filed in order to permit the interest on the Bonds to be excluded from gross income for federal income tax purposes.

Section 15. Preliminary Official Statement; Official Statement; Continuing Disclosure. The Preliminary Official Statement in the form presented at this meeting (a copy of which shall be filed with the records of the County), is hereby approved with such subsequent, necessary and appropriate additions or other changes as may be approved by the proper officer of the County with the advice of counsel. The use and distribution of the Preliminary Official Statement by the Underwriter in the form hereby approved, and the distribution thereof on and after the date hereof, with such subsequent additions or other changes as aforesaid, is hereby authorized in connection with the public offering by the Underwriter of the Bonds. An Official Statement in substantially the same form as the Preliminary Official Statement, with such additions and changes, if any, as may be approved by the County's officer executing the same with the advice of counsel, such approval to be conclusively evidenced by the execution thereof, is hereby authorized and directed to be prepared and upon its preparation, to be executed by the Chairman or Vice Chairman of the County following such investigation as such officer deems necessary as to the contents thereof. The County hereby further approves the distribution and use of the Official Statement as so prepared and executed in connection with the sale of the Bonds.

The County covenants to provide such continuing disclosure, at such times, in such manner and of such nature as is described in the Official Statement and to execute and deliver such agreements and certificates with respect to continuing disclosure as are described in the Official Statement. Any continuing disclosure filing under this Ordinance may be made solely by transmitting such filing through the EMMA System through the Municipal Securities Rulemaking Board, at www.emma.msrb.org.

Section 16. Disposition of Proceeds; Settlement Account. The County hereby establishes with the Paying Agent a special fund to be known as the "County of Dauphin 2016 Bonds Settlement Account" (the "Settlement Account"). All money derived from the sale of the Bonds shall be deposited in the Settlement Account created hereunder and shall be and hereby is appropriated substantially to payment of the cost of the Project, including but not limited to payment of the costs and expenses of preparing, issuing and marketing the Bonds, and shall not be used for any other purposes, except as to any insubstantial amounts of money which may remain after fulfilling the purposes set forth herein, which minor amounts of remaining money shall promptly upon their determination be deposited in the Sinking Fund and used for the payment of interest on the Bonds.

The Settlement Account shall be held as trust funds for the benefit of the County until disbursed in accordance with the provisions hereof. The County shall deliver the net proceeds (including accrued interest, if any) derived from the sale of the Bonds to the Paying Agent for deposit to the Settlement Account. The Paying Agent shall disburse, transfer or deposit such proceeds as directed herein and in the Closing Receipt.

Section 17. Current Refunding of 2006 Bonds. Subject only to completion of delivery of, and settlement for, the Bonds, the County hereby authorizes and directs the

irrevocable deposit in trust, in the sinking fund for the 2006 Bonds (the “2006 Bonds Sinking Fund”) established with Manufacturers and Traders Trust Company, Harrisburg, Pennsylvania, the paying agent under the 2006 Bonds Ordinance (for purposes of this **Section 17**, the “2006 Bonds Paying Agent”), proceeds of the Bonds in an amount which will be sufficient, without regard to investment earnings, to effect the current refunding and redemption of the 2006 Bonds on the Redemption Date. The 2006 Bonds Paying Agent, in the name, place and stead of the County, shall mail, with respect to the 2006 Bonds, a notice of redemption as required by the terms of the 2006 Bonds and the 2006 Bonds Ordinance. Such notice, substantially in the form attached hereto as Exhibit D is hereby approved, subject to such subsequent additions, changes, variations, omissions, insertions and modifications, if any, as may be approved by the Chairman or Vice Chairman of the County, with the advice of the County’s solicitor and Bond Counsel.

On the Redemption Date, the 2006 Bonds Paying Agent is irrevocably authorized and directed to pay from the 2006 Bonds Sinking Fund the principal or redemption price of, and interest due on, the 2006 Bonds and to transfer any balance remaining in the 2006 Bonds Sinking Fund not required for such redemption and payment to the Paying Agent for deposit in the Sinking Fund established hereunder for application to the payment of interest due on the Bonds on the first interest payment date. The County gives and grants the 2006 Bonds Paying Agent full authority to do and perform all and every act and thing whatsoever requisite and necessary to effectuate said purposes 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 hereof.

Subject only to completion of delivery of, and settlement for, the Bonds, the County hereby calls for redemption and payment on the Redemption Date the outstanding 2006 Bonds.

Section 18. Termination of 2006 Swap Transaction. The Proper Officers of the County hereby authorize and approve the termination of the 2006 Swap Transaction and authorize and direct the proper officers of the County to take any and all action which may be necessary, on behalf of the County, to document such termination and to otherwise carry out such termination.

The proper officers of the County are authorized, empowered and directed, to execute, acknowledge, attest and/or deliver, as appropriate, any and all such documents, agreements, certificates and instruments, as may be necessary, proper or desirable, in their discretion, to accomplish the termination of the 2006 Swap Transaction. The execution and delivery of such documents, instruments, agreements and certificates by such officers will constitute conclusive evidence of their authorization, delivery and acceptance by the County. The Proper Officers of the County hereby express their intent that, subject to review and approval by the solicitor, the Proper Officers of the County shall have full power and authority to take all actions and do all things necessary and desirable to accomplish the termination of the 2006 Swap Transaction.

Upon termination of the 2006 Swap Transaction, notice thereof shall be given to the Pennsylvania Department of Community and Economic Development.

The Proper Officers of the County hereby authorize and approve the payment of all fees and expenses incurred in connection with the termination of the 2006 Swap Transaction, including the payment of any cash settlement amount due and owing to the Swap Counterparty upon termination of the 2006 Swap Transaction.

Section 19. Appointment of Bond Counsel. The County hereby appoints McNees Wallace & Nurick LLC, Harrisburg, Pennsylvania, as Bond Counsel for the Bonds.

Section 20. Incidental Actions. The proper officers of the County are hereby authorized, directed and empowered on behalf of the County to execute any and all 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 provisions of this Ordinance, and the issuance and delivery of the Bonds.

Section 21. Payment of Issuance Costs. The proper officers of the County 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 Purchase Contract.

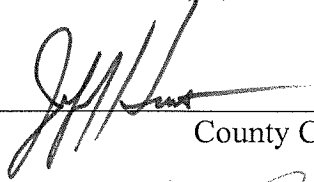
Section 22. Rescinding Inconsistent Resolutions. All resolutions or parts of resolutions inconsistent herewith be and the same hereby are rescinded, cancelled and annulled.

Section 23. Severability. In the case any one or more of the provisions of this Ordinance shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance, and this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

Section 24. Effective Date. This Ordinance shall become effective on the earliest date permitted by the Debt Act.

DULY ENACTED, by the Board of Commissioners, in lawful session duly assembled, this 9th day of March, 2016.

COUNTY OF DAUPHIN, PENNSYLVANIA

By:  _____
County Commissioner

By:  _____
County Commissioner

By:  _____
County Commissioner

ATTEST:

 _____
Chief Clerk

(SEAL)