

ORDINANCE #76

FIRST READING - March 12, 1992
AMENDED - May 27, 1992
SECOND READING - June 4, 1992

TO AUTHORIZE AND DIRECT THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE COUNTY OF LACKAWANNA, PENNSYLVANIA IN THE AGGREGATE PRINCIPAL AMOUNT OF TEN MILLION SIX HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$10,665,000) FOR THE PURPOSE OF PROVIDING FUNDS TO ADVANCE REFUND THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 1989, TO PAY THE COSTS OF VARIOUS CAPITAL IMPROVEMENTS AND ACQUISITIONS TO AND FOR COUNTY FACILITIES AND TO PAY THE COST OF ISSUING AND INSURING THE BONDS, OR ANY OR ALL OF THE SAME; STATING THAT REALISTIC COST ESTIMATES HAVE BEEN MADE FOR THE 1992 PROJECT AND AUTHORIZING THE PAYMENT OF OTHER CAPITAL PROJECTS UPON APPROPRIATE AMENDMENT HERETO; STATING THE REALISTIC ESTIMATED USEFUL LIVES OF THE 1992 CAPITAL PROJECTS FOR WHICH SAID BONDS ARE ISSUED; RATIFYING AND CONFIRMING THE ORIGINALLY DETERMINED ESTIMATED USEFUL LIFE OF A CERTAIN PRIOR PROJECT DEFINED HEREIN; DIRECTING THE PROPER OFFICERS OF THE GOVERNING BODY 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; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITARY, 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 FACSIMILE SIGNATURES AND SEAL AND AUTHENTICATION; APPROVING THE FORM OF THE BONDS, PAYING AGENT'S AUTHENTICATION CERTIFICATE AND ASSIGNMENT AND PROVIDING FOR CUSIP NUMBERS TO BE PRINTED ON THE BONDS; PROVIDING FOR TEMPORARY BONDS; AWARDED SUCH BONDS AT PRIVATE SALE AND STATING THAT SUCH PRIVATE SALE IS IN THE BEST FINANCIAL INTEREST OF THE COUNTY; CREATING A SINKING FUNDS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE COUNTY TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AFFAIRS CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; COVENANTING THAT THE PROCEEDS OF THE BONDS SHALL NOT BE USED IN SUCH A MANNER AS TO CAUSE THE BONDS TO BE ARBITRAGE BONDS UNDER FEDERAL TAX LAW PROVISIONS; APPROVING THE FORM OF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF A CERTAIN ESCROW AGREEMENT IN CONNECTION THEREWITH, AND OTHERWISE PROVIDING FOR THE ADVANCE REFUNDING OF THE 1989 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; APPOINTING BOND COUNSEL; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE COUNTY TO DO ALL THINGS NECESSARY TO CARRY OUT THE ORDINANCE AND TO PAY FINANCING COSTS; AND REPEALING ALL INCONSISTENT ORDINANCES.

The Board of County Commissioners (the "Governing Body") of the County of Lackawanna, Pennsylvania (the "County") pursuant to the Pennsylvania Local Government Unit Debt Act, as amended (the "Act"), hereby ORDAINS AND ENACTS as follows:

Section 1. The Governing Body of the County hereby authorizes and directs the incurring of non-electoral debt through the issuance of two series of General Obligation Bonds of the County in the aggregate principal amount of Ten Million Six Hundred Sixty-five Thousand Dollars (\$10,665,000), consisting of: \$8,165,000 principal amount of General Obligation Bonds, Series A of 1992 (the "Series A Bonds"), and \$2,500,000 principal amount of General Obligation Bonds, Series B of 1992 (the "Series B Bonds"), and together with the Series A Bonds, the "Bonds").

The Series A Bonds are being issued to provide funds to advance refund the County's General Obligation Bonds, Series of 1989, in the outstanding principal amount of \$7,520,000 (the "1989 Bonds") and to pay the costs incidental to the refunding of the 1989 Bonds and incidental to the issuance of the Series A Bonds (the "Series A Project").

The Series B Bonds are being issued to provided funds to pay for the construction of various capital improvements and acquisitions to and for County facilities and to pay the costs incidental to the issuance of the Series B Bonds (the "1992 Capital Projects", and together with the Series A Project, the "1992 Project").

Realistic cost estimates have been obtained by the County for the 1992 Project through estimates made by qualified persons, as required by Section 106 of the Act.

The County hereby reserves the right to undertake components of the 1992 Capital Projects in such order and at such time or times as it shall determine and to allocate the proceeds of the Series B Bonds and other available moneys to the final costs of the 1992 Capital Projects in such amounts and order of priority as it shall determine; but the proceeds of the Series B Bonds shall be used solely to pay the "costs", as defined in the Act, of the 1992 Capital Projects described herein or, upon appropriate amendment hereto, to pay the costs of other capital projects for which the County is authorized in incur indebtedness.

The advance refunding of the 1989 Bonds is being undertaken by the County for the purpose of reducing total debt service over the life of the series, pursuant to Section 1101 (1) of the Act.

Section 2. The realistic estimated useful lives of the 1992 Capital Projects are each estimated to be five (5) years or more and the aggregate principal amount of the Series B Bonds equal to the separate cost of each component constituting the 1992 Capital Projects having a shorter useful life than the period during which the Series B Bonds will be outstanding has been scheduled to mature prior to the end of such useful life, and the balance prior to the end of the longest useful life.

The realistic estimated useful lives of the projects (the "1989 Projects") financed with the proceeds of the 1989 Bonds were, at the time of issuance of the 1989 Bonds, determined to be each five years or more and the realistic useful life of the County's stadium financed with the 1989 Bonds being longer than the period during which the 1989 Bonds were to be outstanding; such determinations are hereby ratified and confirmed. The aggregate principal amount of the Series A Bonds equal to the separate cost of each component constituting the 1989 Projects do not extend beyond the original maturities of the 1989 Bonds nor beyond the originally determined useful lives of the projects financed with the proceeds thereof.

Section 3. The Chairman of the Governing Body, the County Treasurer and the County Administrator, or any one of them, and/or any other duly authorized or appointed officers of the County, are hereby authorized and directed to prepare and certify a debt statement required by Section 410 of the Act and a Borrowing Base Certificate.

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

Section 5. 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 June 15, 1992, and shall bear interest from the dates, which interest is payable at the 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.

If the date for payment of the principal or redemption price of, and interest on, the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent (as hereinafter defined) is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day

which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The Bonds shall bear interest, until maturity or prior redemption, at the rates per annum, and shall mature in the amounts and on April 1 of certain years, all as follows:

Series A Bonds:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Year</u>
\$205,000	3.50%	1993
330,000	4.20	1994
345,000	4.45	1995
360,000	4.75	1996
375,000	5.10	1997
395,000	5.30	1998
415,000	5.50	1999
435,000	5.70	2000
465,000	5.75	2001
490,000	5.85	2002
515,000	6.00	2003
550,000	6.00	2004
580,000	6.15	2005
615,000	6.20	2006
655,000	6.30	2007
1,435,000	6.35	2009

Series B Bonds:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Year</u>
\$70,000	3.50%	1993
75,000	4.20	1994
80,000	4.45	1995
80,000	4.75	1996
85,000	5.10	1997
90,000	5.30	1998
95,000	5.50	1999
100,000	5.70	2000
105,000	5.75	2001
110,000	5.85	2002
120,000	6.00	2003
125,000	6.00	2004
135,000	6.15	2005
145,000	6.20	2006
1,085,000	6.40	2012

The stated maturities of the Bonds have been fixed in compliance with Section 602(b)(1) of the Act.

(A) Optional Redemption:

The Series A Bonds maturing on or after April 1, 2003, are subject to redemption prior to maturity at the option of the County, at par plus accrued interest to the date fixed for redemption, in whole or in part (and if in part, in such order of maturity as the County shall select and within a maturity by lot), at any time on and after April 1, 2002.

The Series B Bonds maturing on or after April 1, 2003, are subject to redemption prior to maturity at the option of the County, at par plus accrued interest to the date fixed for redemption, in whole or in part (and if in part, in such order of maturity as the County shall select and within a maturity by lot), at any time on and after April 1, 2002.

(B) Mandatory Redemption:

The Series A Bonds maturing on April 1, 2009, are subject to mandatory redemption prior to maturity in part, by lot, on April 1, 2008, at a redemption price of par and accrued interest to the date fixed for redemption, from funds which the County hereby covenants to deposit in the Series A Sinking Fund (as hereinafter defined) annually on or before April 1 of the following year, sufficient to redeem by lot on such April 1 the following principal amount of Series A Bonds:

<u>Mandatory Redemption Date (April 1)</u>	<u>Principal Amount to be Redeemed</u>
2008	\$695,000

The Series B Bonds maturing on April 1, 2012, are subject to mandatory redemption prior to maturity in part, by lot, on April 1 of each of the years 2007 to 2011, inclusive, at a redemption price of par and accrued interest to the date fixed for redemption, from funds which the County hereby covenants to deposit in the Series B Sinking Fund (as hereinafter defined) annually on or before April 1 of each of the following years, sufficient to redeem by lot on each such April 1 the following respective principal amount of Series B Bonds:

<u>Mandatory Redemption Date (April 1)</u>	<u>Principal Amount to be Redeemed</u>
2007	\$155,000
2008	165,000
2009	175,000
2010	185,000
2011	195,000

The Paying Agent (as hereinafter defined) is hereby authorized and directed (i) upon notification by the County of its option to redeem Bonds in part to select by lot the particular Bonds or portions thereof to be redeemed, (ii) without further authorization of the County with respect to a redemption pursuant to (b) above to select by lot the particular Bonds or portions thereof to be redeemed, and (iii) upon notification by the County of its option to redeem Bonds in whole or in part and when required pursuant to (b) above, to cause a notice of redemption to be given once by first-class United States mail, postage prepaid, or by another method of giving notice which is acceptable to the Paying Agent and customarily used by fiduciaries for similar notices at the time such notice is given, at least thirty (30) days prior to the redemption date, to each registered owner of Bonds to be redeemed. Such notice shall be mailed to the address of such registered owner appearing on the registration books of the Paying Agent, unless such notice is waived by the registered owner of the Bonds to be redeemed. Any such notice shall be given in the name of the County, shall identify the Bonds to be redeemed, including CUSIP numbers, if applicable, which may, if appropriate, be expressed in designated blocks of numbers (and, in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the place where such Bonds are to be surrendered for payment, shall state the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable and from such redemption date interest will cease to accrue. Failure to give any notice of redemption or any defect in the notice or in the giving thereof to the registered owner of any Bond to be redeemed shall not affect the validity of the redemption as to other Bonds for which proper notice shall have been given. The costs incurred for such redemptions shall be paid by the County.

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

(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 to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories being Depository Trust Company of New York, New York, Midwest Securities Trust Company of Chicago, Illinois, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania on the date of execution and delivery hereof) and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds (such as Moody's Investors Service, Inc.).

(iii) Such further notice shall be mailed by first class United States mail, postage prepaid, to The Bond Buyer of New York, New York, or to another financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds.

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

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

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

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

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

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

In the event of purchases of Bonds at less than the principal amount thereof, the balance remaining in the Sinking Funds representing the differences between the purchase price and the principal amount of Bonds purchased shall be paid to the County.

Section 6. The County Treasurer is hereby authorized and directed to contract with Third National Bank & Trust Company, Scranton, Pennsylvania, for its services as sinking fund depository, paying agent and registrar with respect to the Bonds and such Bank is hereby appointed to serve in such capacities with respect to the Bonds, until replaced.

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 principal corporate trust office of Third National Bank & Trust Company, in Scranton, Pennsylvania, or at the designated office of any additional or appointed alternate or successor paying agent or agents (the "Paying Agent"). 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 Bond as shown on the registration books kept by the Paying Agent, as of the close of business on the fifteenth (15th) day of the calendar month (whether or not a business day) immediately preceding the interest payment date in question (the "Regular Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Regular Record Date and prior to such interest payment date. If the County shall default in the payment of interest due on such interest payment date, such interest shall thereupon cease to be payable to the registered owners of the Bonds shown on the registration books as of the Regular Record Date. Whenever moneys thereafter become available for the payment of the defaulted interest, the Paying Agent on behalf of the County shall immediately establish a "special interest payment date" for the payment of the defaulted interest and a "special record date" (which shall be a business day) for determining the registered owners of Bonds entitled to such payments; provided, however, that the special record date shall be at least ten (10) days but not more than fifteen (15) days prior to the special interest payment date. Notice of each date so established shall be mailed by the Paying Agent on behalf of the County to each registered owner of a Bond at least ten (10) days prior to the special record date, but not more than thirty (30) days prior to the special interest payment date. The defaulted interest shall be paid on the special interest payment date by check mailed to the registered owners of the Bonds, as shown on the registration books kept by the Paying Agent as of the close of business on the special record date.

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

Section 7. The County shall keep, at the principal corporate trust office of the Paying Agent, as registrar, books for the registration, transfer and exchange of Bonds. The Governing Body hereby authorizes and directs the Paying Agent, as registrar and transfer agent, to keep such books and to make such transfers or exchanges on behalf of the 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 thereof and surrendered by such owner or his duly appointed attorney or other legal representative at the principal corporate trust office of the Paying Agent, whereupon the Paying Agent shall authenticate and deliver to the transferee a new Bond or Bonds of the same maturity and in the same denomination as the Bond surrendered for transfer or in different authorized denominations equal in the aggregate to the principal amount of the surrendered Bond.

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

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

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

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

New Bonds delivered upon any transfer or exchange shall be valid general obligations of the 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. The Bonds shall be executed by the manual or facsimile signature of the members of the Governing Body, and shall have the corporate seal of the County or a facsimile thereof affixed thereto, duly attested by the manual or facsimile signature of the County Administrator and countersigned by the manual or facsimile signature of the County Treasurer, and the said officers are hereby authorized and directed to execute the Bonds in such manner. The Chairman of the Governing Body, the County Treasurer and the County Administrator, or any one of them, are 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.

Section 9. 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 Governing Body. The opinion of bond counsel is authorized and directed to be printed upon the Bonds.

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

Section 10. Until Bonds in definitive form are ready for delivery, the proper officers of the Governing Body may execute and, upon their request in writing, the Paying Agent shall authenticate and deliver in lieu of such Bonds in definitive form one or more printed or typewritten bonds in temporary form, substantially of the tenor of the Bonds hereinbefore described with appropriate omissions, variations and insertions, as may be required. Such bond or bonds in temporary form may be for the principal amount of Five Thousand Dollars (\$5,000) or any whole multiple or multiples thereof, as such officers may determine. The aforesaid officers, without unnecessary delay, shall prepare, execute and deliver Bonds in definitive form to the Paying Agent, and thereupon, upon presentation and surrender of the bond or bonds in temporary form, the Paying Agent shall authenticate and deliver, in exchange therefor, Bonds in definitive form in an authorized denomination of the same maturity for the same aggregate principal amount as the bond or bonds in temporary form surrendered. Such exchange shall be made by the County at its own expense and without any charge therefor. When and as interest is paid upon bonds in temporary form without coupons, the fact of such payment shall be endorsed thereon. Until so exchanged, the temporary bond or bonds shall be in full force and effect according to their terms.

Section 11. The Governing Body of the County after due deliberation and investigation has found that a private 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 private sale, to PNC Securities Corp, A PNC Company and Butcher & Singer, A Division of Wheat, First Securities, Inc. (the "Underwriters"), upon the terms set forth in their proposal, a copy of which is attached hereto and made a part hereof. As set forth in such proposal, the Bonds are purchased at a bid price of \$10,481,773.90, plus accrued interest. The Series A Bonds bear interest ranging from 3.50% to 6.35% and the Series B Bonds bear interest ranging from 3.50% to 6.40%. Original issue discount increases the effective yield on certain Bonds, as follows:

<u>Series A Bonds</u> <u>Maturing April 1</u>	<u>From</u>	<u>To</u>
2001	5.75%	5.80%
2002	5.85	5.90
2004	6.00	6.10
2005	6.15	6.20
2006	6.20	6.25
2007	6.30	6.35
2009	6.35	6.43

<u>Series B Bonds</u> <u>Maturing April 1</u>	<u>From</u>	<u>To</u>
2001	5.75%	5.80%
2002	5.85	5.90
2004	6.00	6.10
2005	6.15	6.20
2006	6.20	6.25
2012	6.40	6.45

Such details are hereby approved.

Section 12. There is hereby established two separate sinking funds for the County designated as "Sinking Fund - 1992 Series A General Obligation Bonds" and "Sinking Fund - 1992 Series B Bonds" (respectively, the "Series A Sinking Fund", and the "Series B Sinking Fund" and collectively, the "Sinking Funds") and into the Sinking Funds there shall be paid, when and as required, all moneys necessary to pay the debt service on the Series A Bonds and Series B Bonds, respectively, and the Sinking Funds shall be applied exclusively to the payment of the interest covenanted to be paid upon the respective series of Bonds and to the principal thereof, respectively, 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.

In each of the following fiscal years the following amounts shall be pledged to pay the debt service on the Bonds, and such amounts are annually hereby appropriated to the respective Sinking Fund for the payment thereof:

Series A Bonds:

<u>Year</u>	<u>Amount</u>
1992	\$137,405
1993	668,070
1994	782,553
1995	782,946

1996	781,720
1997	778,608
1998	778,578
1999	776,698
2000	772,888
2001	777,121
2002	774,420
2003	769,638
2004	772,688
2005	768,353
2006	766,453
2007	766,755
2008	764,056
2009	763,495

Series B Bonds:

<u>Year</u>	<u>Amount</u>
1992	\$43,252
1993	215,670
1994	217,870
1995	219,515
1996	215,835
1997	216,768
1998	217,215
1999	217,218
2000	216,755
2001	215,886
2002	214,650
2003	217,833
2004	215,483
2005	217,581
2006	218,935
2007	219,480
2008	219,240
2009	218,360
2010	216,840
2011	214,680
2012	216,720

Section 13. The County Administrator is hereby authorized and directed to certify to and file with the Pennsylvania Department of Community Affairs, in accordance with the 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. The Governing Body of the County, or its designee, with respect to the advance refunding of the 1989 Bonds, is hereby authorized and directed to contract with Third National Bank & Trust Company, Scranton, Pennsylvania, as the true and lawful attorney and agent of the County to effect the redemption and payment, including payment of interest, of the 1989 Bonds pursuant to the terms and provisions of a certain Escrow Agreement (the "Escrow Agreement") dated as of June 15, 1992, between the County and Third National Bank & Trust Company, as escrow agent (the "Escrow Agent").

The form, terms and provisions of the Escrow Agreement, substantially in the form as presented to this meeting (copies of which shall be filed with the records of the County) are hereby approved. 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 officers, with the advice of the County Solicitor and Bond Counsel, the execution of the Escrow Agreement to be conclusive evidence of such approval, and the County Administrator 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, the County authorizes and directs the irrevocable deposit in trust with the Escrow Agent of Bonds proceeds in an amount which will be sufficient, together with the interest earned thereon and any other available moneys, to effect the advance refunding of the 1989 Bonds pursuant to the terms and provisions of the Escrow Agreement. The Escrow Agent is irrevocably authorized and directed to apply the moneys so to be made available to it in accordance with the Escrow Agreement. The Escrow Agent, in its capacity as 1989 Bonds Paying Agent, in the name, place and stead of the County, shall mail or

publish, a notice of redemption as required by the terms of the 1989 Bonds. In addition, the Escrow Agent is hereby authorized and directed to mail as required by the Escrow Agreement, a notice of refunding of the 1989 Bonds. Such notices, in the forms attached to the Escrow Agreement as presented to this meeting, are hereby approved, subject to such changes, variations, omissions, insertions and modifications, if any, as may be approved by the Governing Body of the County, or its designee, with the advice of the County Solicitor and Bond Counsel, the execution of the Escrow Agreement to be conclusive evidence of such approval, and the County Administrator is hereby authorized and directed to affix thereto the corporate seal of the County and to attest the same. The County hereby agrees to provide for payment of the expenses of such mailings from proceeds of the Bonds or from moneys otherwise made available by the County and 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 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 thereof.

Subject only to completion of delivery of, and settlement for, the Bonds, the County hereby calls for redemption and payment on April 1, 1994 all of its 1989 Bonds maturing after such date.

Section 15. The County hereby covenants that:

(i) The County will 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 that it will 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; and

(ii) If the gross proceeds of the Bonds, other than amounts held in a debt service fund for the Bonds, are invested at a yield which exceeds the yield on the Bonds and are not expended within six months from the date of issuance of the Bonds, the County will calculate and pay amounts representing excess investment income thereon (the "Rebate Amounts") 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 shall survive the defeasance and payment in full of the Bonds.

Section 16. 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 Governing Body of the County, or its designee, with the advice of the County Solicitor. The use and distribution of the Preliminary Official Statement by the Underwriters 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 Underwriters of the Bonds. An Official Statement in substantially the same form as the Preliminary Official Statement, with such additions and other changes, if any, as may be approved by the Governing Body of the County, or its designee, with the advice of the County Solicitor, is hereby authorized and directed to be prepared and upon its preparation, to be executed by the Chairman of the Governing Body following such investigation as he deems necessary as to the contents thereof, such execution being conclusive evidence of the County's approval 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.

Section 17. The County hereby appoints the law firm of Nogi, Appleton, Weinberger & Wren, P.C. as Bond Counsel for the 1992 Project.

Section 18. The proper officers of the County are hereby authorized, directed and empowered on behalf of the County to execute any and all agreements, papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the purposes of this Ordinance and in connection with the application for, and issuance of, municipal bond insurance.

Section 19. The proper officers of the County are hereby authorized and directed to pay the costs of issuing and insuring the Bonds at the time of delivery of the Bonds to the Underwriters, such costs being estimated in the proposal attached hereto; provided that the total of such costs shall not exceed the amount of Bond proceeds available therefor.

Section 20. All ordinances or parts of ordinances inconsistent herewith be and the same are hereby repealed.

EXHIBIT "A"

No. _____

\$ _____

**UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LACKAWANNA
GENERAL OBLIGATION BOND, SERIES [A] [B] OF 1992**

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>SERIES ISSUANCE</u> <u>DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	---------------------------------------	--------------

REGISTERED OWNER

PRINCIPAL AMOUNT

DOLLARS

The County of Lackawanna, Pennsylvania (the "County"), existing by and under the laws of the Commonwealth of Pennsylvania, for value received, hereby acknowledges itself indebted and promises to pay to the registered owner named above, or registered assigns, on the maturity date specified above, unless this bond shall have been previously called for redemption in whole or in part and payment of the redemption price shall have been duly made or provided for, the principal amount shown above; and to pay interest thereon at the annual rate specified above (computed on the basis of a 360-day year of twelve 30-day months) from the most recent Regular Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or from June 15, 1992, if no interest has been paid. Such payments of interest shall be made on October 1, 1992, and on each April 1 and October 1 thereafter (each, a "Regular Interest Payment Date") until the principal or redemption price hereof has been paid or provided for as aforesaid. The principal or redemption price of, and interest on, this bond may be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

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

The record date for any Regular Interest Payment Date (each, a "Regular Record Date") shall be the fifteenth (15th) day (whether or not a business day) of the calendar month immediately preceding such Regular Interest Payment Date. In the event of a default in the payment of interest becoming due on any Regular Interest Payment Date, the interest so becoming due shall forthwith cease to be payable to the registered owners otherwise entitled thereto as of such date. Whenever moneys become available for the payment of such overdue interest, the Paying Agent shall on behalf of the County establish a special interest payment date (the "Special Interest Payment Date") on which such overdue interest shall be paid and a special record date relating thereto (the "Special Record Date"), and shall mail a notice of each such date to the registered owners of all Bonds (as hereinafter defined) at least ten (10) days prior to the Special Record Date, but not more than thirty (30) days prior to the Special Interest Payment Date. The Special Record Date shall be at least ten (10) days but not more than fifteen (15) days prior to the Special Interest Payment Date.

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

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

This bond is one of a duly authorized issue of [\$8,165,000 aggregate principal amount of general obligation bonds of the County known as "County of Lackawanna General Obligation Bonds, Series A of 1992"] [\$2,500,000 aggregate principal amount of general obligation bonds of the County known as "County of Lackawanna General Obligation Bonds, Series B of 1992"] (the "Bonds"), all of like tenor, except as to interest rate, date of maturity and provisions for redemption. The Bonds are being issued simultaneously with [\$8,165,000] [\$2,500,000] aggregate principal amount of general obligation bonds of the County known as "County of Lackawanna General Obligation Bonds, Series [A] [B] of 1992". The Bonds are issuable only in the form of fully registered bonds without coupons in the denomination of \$5,000 or integral multiples thereof and are issued in accordance with the provisions of the Pennsylvania Local Government Unit Debt Act, as amended (the "Act"), and by virtue of an ordinance of the County duly enacted (the "Ordinance"), and the sworn statement of the duly authorized officers of the County as appears on record in the office of the Pennsylvania Department of Community Affairs, Harrisburg, Pennsylvania.

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

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH IN THIS PLACE.

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

[BOND TEXT - BACK OF BOND]

**COUNTY OF LACKAWANNA
PENNSYLVANIA
GENERAL OBLIGATION BOND, SERIES [A] [B] OF 1992**

OPTIONAL REDEMPTION

The Bonds maturing on or after April 1, 2003, are subject to redemption prior to maturity at the option of the County, at par and accrued interest to the date fixed for redemption, in whole or in part (and if in part, in such order of maturity as the County shall select and within a maturity by lot) at any time on and after April 1, 2002.

MANDATORY REDEMPTION

The Series A Bonds maturing on April 1, 2009, are subject to mandatory redemption prior to maturity in part, by lot, on April 1, 2008, at a redemption price of par and accrued interest to the date fixed for redemption, in the principal amount and as set forth in the Ordinance.

The Series B Bonds maturing on April 1, 2012, are subject to mandatory redemption prior to maturity in part, by lot, on April 1 of each of the years 2007 to 2011, inclusive, at a redemption price of par and accrued interest to the date fixed for redemption, in the principal amounts and as set forth in the Ordinance.

Any redemption of this bond under the preceding paragraphs shall be made as provided in the Ordinance, upon not less than thirty (30) days' notice, by mailing a copy of the redemption notice by first-class United States mail, postage prepaid, or by another method of giving notice which is acceptable to the Paying Agent and customarily used by fiduciaries for similar notices at the time such notice is given, 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; provided, however, that failure to give notice of redemption by mailing or any defect in the notice as mailed or in the mailings thereof to the registered owner of any Bond to be redeemed shall not affect the validity of the redemption as to other Bonds for which proper notice shall have been

given. In the event that less than the full principal amount hereof shall have been called for redemption, the registered owner hereof shall surrender this bond in exchange for one or more new Bonds in an aggregate principal amount equal to the unredeemed portion of the principal amount hereof.

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

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

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

No recourse shall be had for the payment of the principal or redemption price of, or interest on, this bond, or for any claim based hereon or on the Ordinance, against any member, officer or employee, past, present, or future, of the County or of any successor body, 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.

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

ABBREVIATIONS

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACTCustodian.....
(Cust) (Minor)
under Uniform Gifts to Minors
Act.....
(State)

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

COUNTY OF LACKAWANNA

Ray A. Alberigi
RAY A. ALBERIGI

Joseph J. Corcoran
JOSEPH J. CORCORAN

John Senio
JOHN SENIO

ATTEST:

Gerald L. Stanvitch
GERALD L. STANVITCH,
ADMINISTRATIVE DIRECTOR

Approved as to form and legality:

Joseph A. O'Brien
JOSEPH A. O'BRIEN, ESQUIRE
COUNTY SOLICITOR