

WEDNESDAY, JULY 1, 2020

The Adams County Board of Commissioners met this date in regularly scheduled session at 9:10 a.m. in the Historic Courtroom and via conference call with Chairman Randy Phiel presiding. Others in attendance: Commissioners James Martin and Marty Karsteter Qually (phone); Solicitor Molly R. Mudd; Steve Nevada, County Manager; John Phillips, Controller; Beth Cissel, Deputy Controller; Jay Wenger, Susquehanna Group Advisors; Joe Pierce, Adams County Bond Counsel; Laura Rowland, CJAB Coordinator; Melissa Devlin, Finance Director (phone); Phil Swope, Staff Accountant (phone); Todd Garrett, Budget Analyst (phone); Sherri Clayton Williams, Planning Director (phone); Daryl Crum, Tax Services Director (phone); Michele Miller, HR Director (phone); Alex Hayes, *Gettysburg Times*, and Paula V. Neiman, Chief Clerk.

Minutes:

Mr. Martin moved, seconded by Mr. Qually, to approve the Minutes of the June 17, 2020 Commissioner's Meeting as presented.

Motion carried.

NOTE: The June 24, 2020 Commissioner's Meeting was cancelled.

NOTE: The next public Commissioner's Meeting is scheduled for July 15, 2020.

Public Comment:

No Public Comment was addressed to the Board at this time via telecommunication.

Controller:

Board Chairman Phiel noted per John Phillips, Controller, that the Comprehensive Annual Financial Report and the Annual Department of Community & Economic Development Report for the year ending December 31, 2019 has been filed by the June 30th deadline and that both Reports are available on the Adams County Website for public view.

Children & Youth Services:

With recommendation from Sarah Finkey, Administrator, and after review by Solicitor Molly R. Mudd, Mr. Martin moved, seconded by Mr. Qually, that the Board of Commissioners approve the following:

- Professional Services Agreement with David K. James, III, Esquire, to act as appointed Guardian Ad Litem and provide Guardian Ad Litem legal services for Children & Youth Services at an annual rate of \$58,800.00. In addition, the County will pay for substitute counsel not to exceed \$1,000 per year, if Attorney requires substitute counsel. The Agreement is for a two-year term beginning July 1st, 2020.
- 2020-2021 Purchase of Service Agreements with the following: Alternative Living Solutions; Affinity Forensic Services, LLC dba Pennsylvania Forensic Associates; Diakon Child, Family and Community Ministries; Mid-Atlantic Youth Services Corp.; Drug and Alcohol Rehabilitation Services, Inc.; Merakey Pennsylvania; White Deer Run, LLC dba Cove Prep; Board of Child Care of the United Methodist Church, Inc.; COBYS Family Services; PivotStone Group; Pennsylvania Counseling Group and Alternative Behavior Consultants.
- Avanco Child Accounting & Profile System (CAPS) Upgrade Agreement, which provides software updates to the CAPS System, for a term of one year beginning July 1st, 2020 at a cost to the County of \$3,948.01.

Motion carried.

Planning Department:

With recommendation from Sherri Clayton-Williams, Director, and after review by Solicitor Molly R. Mudd, Mr. Qually moved, seconded by Mr. Martin, that the Board of

Commissioners approve the extension request from East Berlin Borough for their Parks Recreation and Green Space Grant Program project for restroom facilities in their community park. This extension will be through December 31, 2020.

Motion carried.

Tax Services:

- Board Chairman Phiel recognized Daryl Crum, Director, to announce per 53 Pa. C.S. at 8841, of the updated Real Estate, Occupation and Exemptions of the Adams County Assessment Rolls as of June 19, 2020 and to announce the annual appeal deadline is Monday, August 3, 2020 at 4:30 p.m.
- With recommendation from Chief Assessor Susan B. Miller, Mr. Martin moved, seconded by Mr. Qually, to approve the following:
 - Personal Tax Exemption Requests for the following who have met the guidelines of County policy: Joan Weaver, Ellen Adkins and Betty L. Dubs all of Oxford Township
 - Deny the Personal Tax Exemption Request for Robert L. Potter due to income being over the acceptable limit
 - Remove the Disabled Veterans Real Property Tax Exemption for George Hayberger, 138 Penn Street, Biglerville, PA, located in Biglerville Borough, Parcel #05005-0016-000, and place back on the tax rolls effective for 2020-2021 school taxes.

Motion carried.

Department of Operational Services:

With recommendation by Laura Rowland, CJAB Coordinator and after review by Solicitor Molly R. Mudd, Mr. Qually moved, seconded by Mr. Martin, that the Board of Commissioners approve and sign the Coronavirus Emergency Supplemental Relief Grant Funding Application for submission to the Pennsylvania Commission on Crime & Delinquency in the amount of \$79,700.00. This Grant funding is on behalf of six (6) sub-recipients from Adams County Local Law Enforcement, Corrections and Judicial agencies. These funds would be used to offset the costs and economic burden to the county and these agencies encumbered to prepare, prevent or respond to the COVID-19 pandemic, with purchases of personal protective equipment, sanitizing and disinfecting supplies, and technology to assist in the continuation of essential operations during the pandemic.

Motion carried.

Department of Elections and Voter Registration:

With recommendation by Director Angie Crouse, and after review by Solicitor Molly R. Mudd, Mr. Martin moved, seconded by Mr. Qually, that the Board of Commissioners appoint Chairman Randy L. Phiel to sign on behalf of the Board the ES&S Purchase Order dated June 24, 2020 for an OKI C712 Printer with Firmware, for the printing of ballots. The cost to the County is \$2,579.00.

Motion carried.

Human Resources:

With recommendation from Michele Miller, Director, and after review by Solicitor Molly R. Mudd, Mr. Martin moved, seconded by Mr. Qually, that the Board of Commissioners appoint Chairman Randy L. Phiel to sign the Capital Blue Cross Administrative Services Only Group Contract, for the administration of the County's employee health benefits. The term of the Agreement is two years, effective January 1st, 2020. Cost to the County is based upon the number of contract enrollees, which fluctuates as does the eligible

County work force, but will average approximately \$6,637.00/month in year (1) of the contract.

Motion carried.

Commissioners:

Recommendation from Solicitor Molly R. Mudd, Mr. Martin moved, seconded by Mr. Qually, that the Board of Commissioners approve the following:

- Appoint Chairman Randy L. Phiel to sign The John Hancock Contract Investment Re-Enrollment Request Agreement, whereby as Trustee of the Adams County Plan, the Board of Commissioners directs and authorizes John Hancock Retirement Plan Services to transfer existing participant account balances in order to initiate the re-enrollment into the Vanguard Target Date Funds for existing and future contributions; and
- Appoint Chairman Randy L. Phiel to sign The John Hancock Contract Investment Administration Agreement, whereby as Trustee of the Adams County Plan, the Board of Commissioners directs and authorizes John Hancock Retirement Plan Services to replace the existing investment options available under the County Plan.
- Appoint Chairman Randy L. Phiel to sign The John Hancock Revised 457(b) Plan Agreement, permitting Roth 401(k) Contributions, Employee Rollover Contributions, revising Eligibility Requirements, and addressing Employee Withdrawals and Loans.

Motion carried.

- Mr. Martin moved, seconded by Mr. Qually, to approve and sign Resolution No. 9 of 2020, wherein the County has applied for certain CARES Act funding through the Mortgage and Rental Assistance Program established May 29th, 2020 through Act 24 of 2020, in order to assist Pennsylvania homeowners or tenants who have experienced a job loss or a 30% or greater reduction in income as a result of the COVID-19 pandemic health crisis; and the County further Resolves to appoint the Pennsylvania Interfaith Community Programs, Inc. ("PICPI"), located at 40 East High Street in Gettysburg as the designated agency to aid qualified mortgagors and tenants to apply for and receive funding through this program as follows:

RESOLUTION No. 9 of 2020

**A RESOLUTION
OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF ADAMS,
COMMONWEALTH OF PENNSYLVANIA (THE "COUNTY"),
EXPRESSING THE INTENTION OF THE COUNTY TO APPLY FOR AND
ADMINISTER FUNDS FROM THE PENNSYLVANIA CARES RENT
RELIEF PROGRAM FOR RESIDENTS EXPERIENCING FINANCIAL
HARDSHIP CAUSED BY THE COVID-19 PANDEMIC.**

WHEREAS, The County of Adams, Commonwealth of Pennsylvania, (the "County") is a county and a political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, on March 11th, 2020, the World Health Organization declared the COVID-19 virus a pandemic; and

WHEREAS, the Board of County Commissioners for Adams County issued a Declaration of Disaster Emergency on March 18th, 2020, recognizing the existence of a disaster emergency in Adams County due to COVID-19; and

WHEREAS, the federal government passed the Coronavirus Aid, Relief, and Economic Security ("CARES") Act on March 27th, 2020, to aid in the financial relief efforts of states; and

WHEREAS, the Commonwealth of Pennsylvania has appropriated certain federal CARES Act funding through the Mortgage and Rental Assistance Program ("the Program"), established May 29th, 2020 through Act 24 of 2020, in order to assist Pennsylvania homeowners

The contract applies to eligible project costs incurred between March 1, 2020 and December 30, 2020.

- Resolution No. 10 of 2020, whereby the County agrees to administer the CARES County Block Grant funding in the amount of \$9,302,625.00, abiding by all of the terms and conditions, understandings and assurances contained in the application, as evidenced by the Department of Community and Economic Development Contract No. C000073941, for the purposes of offsetting the cost of direct County response, planning & outreach efforts related to COVID-19, small business grants to support businesses with fewer than 100 employees and to support businesses primarily engaged in the tourism industry, to support Economic Development entities that assisted businesses during the pandemic, assistance to local municipalities with expenses related to direct response to COVID-19 mitigation efforts, behavioral health and substance use disorder treatment services, assistance to non-profit entities, and broadband internet deployment to unserved or underserved areas as follows:

RESOLUTION No. 10 of 2020

A RESOLUTION

OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF ADAMS, COMMONWEALTH OF PENNSYLVANIA (THE "COUNTY"), EXPRESSING THE INTENTION OF THE COUNTY TO APPLY FOR AND ADMINISTER FUNDS FROM THE PENNSYLVANIA C.A.R.E.S. COUNTY RELIEF BLOCK GRANT PROGRAM FOR FINANCIAL HARDSHIPS EXPERIENCED BY THE COUNTY, LOCAL MUNICIPALITIES, NON-PROFITS, AND SMALL BUSINESSES CAUSED BY THE COVID-19 PANDEMIC.

WHEREAS, The County of Adams, Commonwealth of Pennsylvania, (the "County") is a county and a political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, on March 11th, 2020, the World Health Organization declared the COVID-19 virus a pandemic; and

WHEREAS, the Board of County Commissioners for Adams County issued a Declaration of Disaster Emergency on March 18th, 2020, recognizing the existence of a disaster emergency in Adams County due to COVID-19; and

WHEREAS, the federal government passed the Coronavirus Aid, Relief, and Economic Security ("CARES") Act on March 27th, 2020, to aid in the financial relief efforts of states; and

WHEREAS, the Commonwealth of Pennsylvania has appropriated certain federal CARES Act funding to offset the direct costs of county response, planning & outreach efforts related to COVID-19, to provide financial assistance to small businesses, local development agencies, municipalities, behavioral health & substance services, non-profit assistance programs, and to expand broadband internet services to underserved areas; and

WHEREAS, the County desires to apply and administer such funds for the benefit of the local community in accordance with the purposes outlined in the CARES Act, Article I-C, Subarticle D, Section 130-C ("County Block Grant"); and

WHEREAS, This Resolution is being presented to the Board of Commissioners of the County for its consideration and approval at a regularly scheduled public meeting, duly advertised and notice given in accordance with applicable law; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Adams, as follows:

6. The foregoing Recitals to this Resolution are incorporated herein and made a part hereof.

7. The County authorizes the filing of the application for the CARES County Block Grant funding in the amount of \$9,302,625, ending December 30th, 2020, and agrees to abide by all terms and conditions, understandings, and assurances contained in such application, as evidenced by the Department of Community and Economic Development Contract No. C000073941.

8. The County will administer the funds for the following purposes:

DEFINED AS THE "CAPITAL PROJECT"), AND (B) PAYING THE COSTS RELATED TO THE ISSUANCE OF THE SERIES A BONDS (TOGETHER WITH THE CAPITAL PROJECT, THE "2020A BONDS PROJECT"); AND (2) GENERAL OBLIGATION BONDS, SERIES B OF 2020 (FEDERALLY TAXABLE), IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$28,000,000 (THE "SERIES B BONDS," AND TOGETHER WITH THE SERIES A BONDS, THE "BONDS" OR "2020 BONDS") FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED FOR AND TOWARD (A) THE REFUNDING OF ALL OR A PORTION OF THE COUNTY'S GENERAL OBLIGATION BONDS, SERIES OF 2012 (THE "2012 BONDS" AND AS REFUNDED HEREINAFTER THE "REFUNDED 2012 BONDS" AND AS A PROJECT, THE "REFUNDING PROJECT"), AND (B) PAYING THE COSTS RELATED TO THE ISSUANCE OF THE SERIES B BONDS (TOGETHER WITH THE REFUNDING PROJECT, THE "2020B BONDS PROJECT," AND COLLECTIVELY WITH THE 2020A BONDS PROJECT, THE "2020 PROJECT"); DETERMINING THAT THE BONDS SHALL BE SOLD AT A PRIVATE SALE BY NEGOTIATION; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS, AND AWARDING THE BONDS AND SETTING FORTH RELATED PROVISIONS; PROVIDING FOR MAXIMUM PRINCIPAL AMORTIZATION, MATURITIES AND INTEREST RATES FOR THE BONDS; AUTHORIZING ACCEPTANCE OF AN ADDENDUM TO THE BOND PURCHASE AGREEMENT COMPLETING THE FINAL TERMS FOR THE PURCHASE OF THE BONDS AT OR WITHIN LIMITS HEREBY ESTABLISHED; APPOINTING A PAYING AGENT, REGISTRAR AND SINKING FUND DEPOSITORY; PROVIDING FOR THE TERMS OF THE BONDS INCLUDING DATED DATE, MATURITY DATES AND DENOMINATIONS, AND INTEREST PAYMENT DATES; PROVIDING FOR THE REGISTRATION AND TRANSFER OF THE BONDS; SETTING FORTH REDEMPTION PROVISIONS AND PROCEDURES; AUTHORIZING THE EXECUTION, AUTHENTICATION AND DELIVERY OF THE BONDS; AUTHORIZING ISSUANCE OF THE BONDS IN BOOK-ENTRY ONLY FORM; COVENANTING TO PAY DEBT SERVICE AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER FOR THE PAYMENT OF THE BONDS; CREATING SINKING FUNDS IN CONNECTION WITH THE ISSUANCE OF EACH SERIES OF THE BONDS AS REQUIRED BY THE DEBT ACT; APPROPRIATING PROCEEDS OF THE BONDS; SPECIFYING THE ESTIMATED USEFUL LIVES OF THE CAPITAL PROJECT AND RESTATING THE USEFUL LIFE OF THE PRIOR PROJECT FINANCED WITH PROCEEDS OF THE REFUNDED 2012 BONDS; SETTING FORTH CERTAIN COVENANTS RELATING TO THE NON-ARBITRAGE STATUS OF THE SERIES A BONDS AND, IF APPLICABLE, DESIGNATING THE SERIES A BONDS AS QUALIFIED TAX-EXEMPT BONDS PURSUANT TO SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; RATIFYING PRIOR ADVERTISEMENT AND DIRECTING FURTHER ADVERTISEMENT; AUTHORIZING AND DIRECTING THE PREPARATION AND EXECUTION OF A TRANSCRIPT OF PROCEEDINGS, INCLUDING A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING THEREOF, WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AUTHORIZING AND DIRECTING OFFICERS AND OFFICIALS OF THE COUNTY TO EXECUTE AND DELIVER DOCUMENTS AND TO TAKE ACTION AS MAY BE NECESSARY RELATING TO THE ISSUANCE AND DELIVERY OF THE BONDS; AUTHORIZING THE APPROVAL AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT AND THE USE THEREOF IN CONNECTION WITH THE SALE OF THE BONDS; CREATING A CLEARING ACCOUNT FOR EACH SERIES OF THE BONDS AND A PROJECT ACCOUNT FOR THE CAPITAL PROJECT; SETTING FORTH CERTAIN PROVISIONS AND COVENANTS RELATING TO THE REFUNDING, DEFEASANCE, AND RETIREMENT AT MATURITY OR UPON REDEMPTION PRIOR TO MATURITY OF THE REFUNDED 2012 BONDS; AUTHORIZING AND DIRECTING THE IRREVOCABLE DEPOSIT OF A SPECIFIED PORTION OF THE PROCEEDS OF THE SERIES B BONDS INTO AN ESCROW FUND FOR THE REFUNDED 2012 BONDS, WHICH AMOUNT, WITH OR WITHOUT REGARD TO INVESTMENT EARNINGS OR MATURITY VALUES, WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ACCRUED ON REFUNDED 2012 BONDS UPON MATURITY AND UPON REDEMPTION PRIOR TO OR AT MATURITY; APPOINTING AN ESCROW AGENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT; AUTHORIZING THE PURCHASE OF A POLICY OF MUNICIPAL BOND INSURANCE, IF DETERMINED AN ECONOMIC BENEFIT TO THE COUNTY; AUTHORIZING THE PAYMENT OF EXPENSES; PROVIDING GUIDELINES FOR PERMITTED INVESTMENTS; PROVIDING FOR THE AUTHORIZATION OF OFFICERS; APPROVING THE FORM OF EACH SERIES OF THE BONDS; RATIFYING AND CONFIRMING AUTHORIZATION TO THE COUNTY SOLICITOR, FINANCIAL ADVISOR AND BOND COUNSEL; COVENANTING TO PROVIDE CONTINUING DISCLOSURE; PROVIDING FOR SEVERABILITY OF PROVISIONS AND REPEALING INCONSISTENT ORDINANCES.

ENACTED JULY 1, 2020

WHEREAS, The County of Adams, Commonwealth of Pennsylvania (the "County"), is a county of the fifth class existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth") and 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

WHEREAS, The Board of Commissioners of the County, in consultation with its administration and independent consultants, has determined that it is necessary and appropriate for the proper management and administration of County government to undertake certain capital projects, each of which constitutes a "project" as such term is defined in the Debt Act, consisting of, but not limited to, and summarized as, the planning, design, purchase, acquisition, construction, repair, replacement, renovation, reconfiguration and improvement, and related appurtenances, and suitable fixtures, furnishings and equipment therefor, as applicable, of (i) a Guaranteed Energy Savings Act (GESAs) program with an energy services company (ESCO) for various County buildings and facilities, (ii) an agricultural land preservation program, (iii) a new magisterial district justice office, (iv) a new roof for the County Human

Services Building, and (v) certain projects identified as capital budget items set forth in in 2021 – 2023 Capital Budget List, to the extent of available funds (collectively, the “Capital Project”); and

WHEREAS, The County has heretofore obtained a realistic cost estimate and estimates of the useful lives of the component elements of the Capital Project from its managers, financial advisers and professional consultants or from product suppliers and contractors, each of whom being qualified by education, training and experience to provide such estimates, and hereby fixes the useful life of the Capital Project to be not less than thirty (30) years, each from the date of issue of the debt hereby authorized therefor; and

WHEREAS, Pursuant to Ordinance No. 1-2012 enacted on March 21, 2012, the Board of Commissioners of the County heretofore incurred debt, evidenced by the County’s General Obligation Bonds, Series of 2012 (the “2012 Bonds”), the proceeds of which were used to undertake a project consisting of: (A) a capital improvement project, including, but not limited to, the purchase, acquisition, installation and initial operational support of equipment and upgrades to the County’s emergency management and communications system (the “2012 Capital Project”), (B) the current refunding and redemption of all of the outstanding principal balance of the County’s (i) General Obligation Bonds, Series of 2003 (the “2003 Bonds”), (ii) General Obligation Note, Series of 2007 Note (the “2007 Note”), (iii) General Obligation Note, Series A of 2009 (the “2009A Note”), and (iv) General Obligation Note, Series B of 2009 (the “2009B Note”); and (C) the payment of costs and expenses related to the issuance of the 2012 Bonds; and

WHEREAS, The County has heretofore estimated the useful life of the 2012 Capital Project to be not less than thirty (30) years; and

WHEREAS, Proceeds of the 2003 Bonds were used to fund the costs of certain capital projects, including, but not limited to, (i) the purchase, acquisition and construction of additional requirements for the Prison Facility and the County Facilities Center (collectively, the “2003 Prison and Center Project”), (ii) together with other federal, state, local and private funding, the planning, development, design, purchase, acquisition, and construction of a Countywide fire training center at the County Facilities Center (the “Fire Training Center Project”), (iii) the purchase and acquisition of interests in real property pursuant to the County’s farmland preservation program, which program the County operates in accordance with applicable laws of the Commonwealth (the “Farmland Preservation Program”), and (iv) the payment of capitalized interest on certain debt identified during a portion of the construction of the 2003 Prison and Center Project and the Fire Training Center Project, and (v) the payment of costs and expenses related to the issuance of the 2003 Bonds; and

WHEREAS, The County has heretofore estimated the useful lives of the projects financed with the 2003 Bonds as follows: (i) the 2003 Prison and Center Project has an estimated useful life of fifty (50) years, (ii) the Fire Training Center Project has an estimated useful life of not less than forty (40) years, and (iii) the Farmland Preservation Program, being perpetual interests in real property, has an estimated useful life of not less than forty (40) years; and

WHEREAS, Proceeds of the 2007 Note were used to fund the costs of certain capital projects, including: (A) the purchase and acquisition of capital assets, to wit: (i) capital improvements, renovations, additions and upgrades to public roads and highways and certain real property being part of or abutting the right of way and said public roads and highways, all being located within the County, (ii) traffic control signalization devices and systems for said public roads and highways, and (iii) ingress in and upon and egress from said roads and highways (collectively, the “2007 Capital Project”); and (B) the payment of costs and expenses related to the issuance of the 2007 Note; and

WHEREAS, The County has heretofore estimated the useful life of the 2007 Capital Project to be at least thirty (30) years; and

WHEREAS, Proceeds of the 2009A Note were used for the purpose of providing funds to be used for and toward (i) the costs and expenses of the acquisition of open space (the “Open Space Project”), and (ii) the payment of costs and expenses related to the issuance of the 2009A Note; and

WHEREAS, Proceeds of the 2009B Note were used for the purpose of providing funds to be used for and toward: (A) the costs and expenses of funding (i) a countywide revision of assessment of real property (the “Reassessment Project”), (ii) acquisition of real estate (the “Real Estate Acquisition Project”), (iii) accounting software and implementation expenses (the “Software Project”), and (iv) an energy conservation improvement program to certain of the County’s buildings and facilities (the “Energy Project”); and (B) the payment of costs and expenses related to the issuance of the 2009B Note; and

WHEREAS, The County has heretofore estimated the useful lives of the projects financed with the 2009B Note as follows: (i) for the Open Space Project, at least 40 years; (ii) for the Reassessment Project, 10 years; (iii) for the Real Estate Acquisition Project, at least 40 years; (iv) for the Software Project, 7 years; and (v) the Energy Project, at least 15 years; and

WHEREAS, Manufacturers and Traders Trust serves as paying agent for the 2012 Bonds (the "2012 Bonds Paying Agent"); and

WHEREAS, The Board of Commissioners of the County has determined to undertake a refunding project, pursuant to and as authorized by Section 8241(b)(1) of the Debt Act, consisting of the advance refunding of a portion of the County's outstanding 2012 Bonds (the "Refunded 2012 Bonds"), for the purpose of reducing total debt service over the life of the 2012 Bonds (the "Refunding Project"); and

WHEREAS, The Board of Commissioners of the County has determined to incur nonelectoral, tax-exempt, general obligation debt in the aggregate principal amount of \$12,000,000 by the issuance and sale of its General Obligation Bonds, Series A of 2020 (the "Series A Bonds") in accordance with provisions of the Debt Act, with proceeds from the sale thereof, together with other available moneys, if any, to be applied for and toward (i) the costs and expenses of the Capital Project, and (ii) paying the costs associated with the issuance and insurance, if applicable, on the same (collectively, the "2020A Bonds Project"); and

WHEREAS, The Board of Commissioners of the County has determined to incur non-electoral, federally taxable, general obligation debt in the maximum aggregate principal amount of \$28,000,000 by the issuance and sale of its General Obligation Bonds, Series B of 2020 (Federally Taxable) (the "Series B Bonds", and together with the Series A Bonds, the "2020 Bonds" or "Bonds"), in accordance with provisions of the Debt Act, with proceeds from the sale thereof, together with other available moneys, if any, to be applied for and toward (i) the costs and expenses of the Refunding Project; and (ii) paying the costs associated with the issuance and insurance, if applicable, on the same (collectively, the "2020B Bonds Project", and together with the 2020A Bonds Project, the "2020 Project"); and

WHEREAS, The County intends to issue the Bonds in accordance with the terms of this Ordinance and the Debt Act to pay the costs of the 2020 Project; and

WHEREAS, The County has heretofore authorized Eckert Seamans Cherin & Mellott, LLC, of Harrisburg, Pennsylvania, to act as its bond counsel with respect to legal matters associated with the financing of the 2020 Project; and

WHEREAS, The County has heretofore authorized Susquehanna Group Advisors, Inc., of Harrisburg, Pennsylvania, to act as its Financial Advisor with respect to financial matters associated with the financing of the 2020 Project ("Financial Advisor"); and

WHEREAS, PNC Capital Markets LLC, Wilkes-Barre, Pennsylvania, (the "Purchaser") has presented to the County a bond purchase proposal (the "Bond Purchase Proposal") for the purchase of the Bonds; and

WHEREAS, The County desires to approve and authorize the 2020 Project, issuance of the 2020 Bonds, acceptance of the Bond Purchase Proposal, the form of each Series of the 2020 Bonds, and the issuance of the Series A Bonds as tax-exempt obligations, and to authorize such further provisions as are required by law for the issuance of taxable and tax-exempt municipal obligations and further actions by its officers and professional advisors consistent with this Ordinance, the Debt Act, and all other applicable law.

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

SECTION 1. The 2020 Project.

The County hereby combines the Capital Project, the Refunding Project, and payment of costs of issuance of the Bonds, and authorizes and approves the undertaking as a project, as defined in and established by the Debt Act, the 2020 Project. The description of the 2020 Project, inclusive of the Capital Project and the Refunding Project, contained in the recitals to this Ordinance are hereby incorporated into this Section by reference as if set out at length. The foregoing recitals and all terms defined therein are incorporated herein, and such defined terms may hereafter be used as if set out at length. The County estimates that the Capital Project will be completed by August 1, 2023.

SECTION 2. Incurrence of Indebtedness.

For the purpose of providing funds for and toward the payment of costs, as such term is used in the Debt Act, of the Capital Project and for the costs of issuance of the herein defined Bonds, the incurring of non-electoral, tax-exempt, general obligation debt by the County in the maximum aggregate principal amount of \$12,000,000 is hereby authorized. Such debt shall

be evidenced by the issuance by the County of its General Obligation Bonds, Series A of 2020, or such other designation as may be deemed appropriate, in the maximum aggregate principal amount of \$12,000,000 (the "Series A Bonds"). For the purpose of providing funds for and toward the payment of costs, as such term is used in the Debt Act, of the Refunding Project and for the costs of issuance of the herein defined Series B Bonds, the incurring of nonelectoral, federally taxable, general obligation debt by the County in the maximum aggregate principal amount of \$28,000,000 is hereby authorized. Such debt shall be evidenced by the issuance by the County of its General Obligation Bonds, Series B of 2020 (Federally Taxable), or such other designation as may be appropriate, in the maximum aggregate principal amount of \$28,000,000 (the "Series B Bonds", and together with the Series A Bonds, the "2020 Bonds" or "Bonds").

SECTION 3. Approval of Private Sale By Negotiation.

After considering the advantages and disadvantages of the various methods of sale of the Bonds permitted by the Debt Act and of current market conditions and the structure of the 2020 Project, the Board of Commissioners hereby determines that a private sale by negotiation is in the best financial interest of the County.

SECTION 4. Acceptance of Bond Purchase Proposal, Addendum.

(a) The Purchaser has submitted the Bond Purchase Proposal to the County for the purchase of all, but not less than all, of the 2020 Bonds, maturing and bearing interest rates, terms and other provisions not inconsistent with this Ordinance. The Bond Purchase Proposal is hereby approved and accepted and, as approved and accepted is referred to, hereinafter, as the Bond Purchase Agreement. Proper Officers (as hereinafter defined) are authorized to execute, attest and seal the Bond Purchase Agreement and to deliver an executed counterpart thereof to the Purchaser. It is hereby authorized and directed that the Purchaser shall, subsequent to the enactment of this Ordinance, submit to the County an addendum to the Bond Purchase Agreement that shall set forth the final terms for the sale and purchase of the 2020 Bonds, including, but not limited to: the underwriting discount, and original issue discount or premium, if any (the "Addendum").

(b) The Addendum to the Bond Purchase Agreement shall be submitted to the Chairman, or if he is unavailable to the Vice Chairman, of the Board of Commissioners of the County for approval and acceptance, which Addendum shall be consistent with the provisions set forth in the Bond Purchase Agreement and in this Ordinance, and shall contain (i) such insertions as to interest rates, principal amounts, maturity dates and redemption provisions and related matters, and (ii) such deletions and amendments as the Chairman or Vice Chairman, upon the advice of the County Solicitor and bond counsel shall approve. The execution and delivery of the Addendum by the Chairman or Vice Chairman of the Board of Commissioners and an attesting officer of the Board of Commissioners shall constitute conclusive evidence of such approval.

(c) In order to be accepted by the Chairman, or if the Chairman is unavailable, the Vice Chairman, of the Board of Commissioners, the Addendum must meet the following requirements:

(i) The aggregate principal amount of the 2020 Bonds shall not exceed \$40,000,000, with the aggregate principal amount of the Series A Bonds not to exceed \$12,000,000 and the aggregate principal amount of the Series B Bonds not to exceed \$28,000,000;

(ii) The principal amount scheduled to mature in each year for each series of the Bonds shall not exceed the principal amounts shown on Schedule A, attached hereto and incorporated herein, with respect to the Series A Bonds, and Schedule B, attached hereto and incorporated herein, with respect to the Series B Bonds, and further, the rate of interest, per annum, for each maturity of the 2020 Bonds shall not exceed the rates set forth in Schedule A and Schedule B, respectively;

(iii) The aggregate purchase price for each series of the 2020 Bonds, or in the aggregate, to be purchased pursuant to such Bond Purchase Agreement, shall not be less than 95.0% nor more than 115.0% of the total of (A) the aggregate principal amount thereof, (B) reduced by underwriter's discount, (C) reduced or increased by any net original issue discount or premium, if any, and (D) plus accrued interest, if any;

(iv) The underwriting discount shall not exceed \$4.00 per \$1,000 of the principal amount of the Bonds;

(v) The Addendum must specifically identify the portion of the outstanding 2012 Bonds that will thereby constitute the "Refunded 2012 Bonds" if less than all of the outstanding principal amount of the 2012 Bonds shall constitute the Refunded 2012 Bonds;

(vi) The Addendum must identify the Bond Insurer, if any; and

(vii) The 2020 Bonds contemplated by the Addendum must conform to the requirements of the Debt Act.

(d) The execution and delivery of the Bond Purchase Agreement, concurrent with the enactment of this Ordinance, and of the Addendum, subsequent to the enactment of this Ordinance, by the Proper Officers of the County, as specified where appropriate, shall constitute acceptance hereunder of the Bond Purchase Agreement and of the Addendum. Upon acceptance of the Bond Purchase Agreement by enactment of this Ordinance and acceptance of the Addendum, the 2020 Bonds shall be and are hereby awarded and sold unto the Purchaser in accordance with the requirements set forth in the preceding provisions of this Section 4, in accordance with all the terms of the Bond Purchase Agreement and of the Addendum. Proper Officers are authorized and directed to accept the Addendum by signing it, to return it to the Purchaser and to file a copy of the same with the records of the County. Upon acceptance and execution of the Addendum, the Bond Purchase Agreement and the Addendum shall constitute one agreement by and between the County and the Purchaser and shall be construed in all respects as one agreement, which hereinafter is referred to, for convenience as the Bond Purchase Agreement, which Bond Purchase Agreement, together with this Ordinance, shall constitute a contract between the County and the Purchaser.

(e) A Proper Officer of the County is hereby authorized and directed to deliver the 2020 Bonds to the Purchaser and receive payment therefor on behalf of the County after sale of the same in the manner required by law and the terms of this Ordinance. Proper Officers of the County are hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the 2020 Bonds, to execute and deliver such documents and to do all such other acts, upon advice of the County Solicitor and bond counsel, as are reasonably necessary to ensure a satisfactory settlement of the sale of the 2020 Bonds, and a proper application of the proceeds thereof to the 2020 Project.

SECTION 5. Maturity and Interest Rates.

(a) Series A Bonds. The rate of interest or yield, as applicable, per annum for each maturity of the Series A Bonds shall not exceed the rates set forth in Schedule A attached hereto and incorporated herein; Provided, however, that in the case of term bonds, the applicable rate shall be the rate set forth in Schedule A for the relevant maturity date of such term bonds. The principal amount of Series A Bonds scheduled to mature or to be subject to mandatory redemption, as the case may be, annually shall not exceed the principal sum in each year set forth in Schedule A attached hereto.

(b) Series B Bonds. The rate of interest or yield, as applicable, per annum for each maturity of the Series B Bonds shall not exceed the rates set forth in Schedule B attached hereto and incorporated herein; Provided, however, that in the case of term bonds, the applicable rate shall be the rate set forth in Schedule B for the relevant maturity date of such term bonds. The principal amount of Series B Bonds scheduled to mature or to be subject to mandatory redemption, as the case may be, annually shall not exceed the principal sum in each year set forth in Schedule B attached hereto.

SECTION 6. Appointment of Paying Agent, Registrar and Sinking Fund Depository.

Manufacturers and Traders Trust Company is hereby appointed Paying Agent ("Paying Agent") and Registrar ("Registrar") for the Bonds and Sinking Fund Depository ("Sinking Fund Depository") for the 2020 Sinking Funds hereinafter created hereby. The Chairman or the Vice Chairman, or any other Proper Officer of the County designated by either of the foregoing officers, is hereby authorized and directed to contract with Manufacturers and Traders Trust Company, having corporate trust offices in Harrisburg, Pennsylvania, and Buffalo, New York, for its services as Sinking Fund Depository, Paying Agent and Registrar at such initial and annual charges as shall be appropriate and reasonable for such services, which separate contract shall not be inconsistent with the provisions of this Ordinance or the Debt Act. Otherwise, this Ordinance shall constitute a contract between the County and the Paying Agent. The County may, by resolution, from time to time appoint a successor Paying Agent, Sinking Fund Depository or Registrar to fill a vacancy or for any other reason. Acceptance of this appointment by the Paying Agent constitutes the Paying Agent's representation to the County that it is authorized to conduct business, and has an office, in the Commonwealth of Pennsylvania.

SECTION 7. Form of Bonds, Interest Payment Dates and Record Dates.

The Bonds shall be issued in fully registered form without coupons and shall be numbered in such manner as may be satisfactory to the County and the Paying Agent. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, "CUSIP" numbers may be printed on the Bonds. Each Bond shall be dated as of the dated date (the "Dated Date"), which date shall be on or about the date of

delivery as more fully specified in the Bond Purchase Agreement. The Bonds shall be issued in denominations of \$5,000 or any whole multiple thereof, and shall bear interest payable initially on a date as shall be specified in the Addendum (the "Initial Interest Payment Date"), and on each May 15 and November 15 (each, an "Interest Payment Date") thereafter, from the Interest Payment Date, as the case may be, next preceding the date of registration and authentication of each Bond, unless: (a) such Bond is registered and authenticated as of an Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date; or (b) such Bond is registered and authenticated after a Record Date (hereinafter defined) and before the succeeding Interest Payment Date, in which event such Bond shall bear interest from such succeeding Interest Payment Date; or (c) such Bond is registered and authenticated prior to the Record Date (hereinafter defined) preceding the Initial Interest Payment Date, in which event such Bond shall bear interest from the Dated Date; or (d) as shown by the records of the Paying Agent, interest on such Bond shall be in default, in which event such Bond shall bear interest from the date on which interest was last paid on such Bond until the principal sum thereof is paid.

If the date for payment of the principal of, premium, if any, or interest on any Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date of such payment 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 subsequent day shall have the same force and effect as if made on the nominal date established for such payment.

The term "Record Date" with respect to any Interest Payment Date shall mean 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. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date, except if and to the extent that the County defaults in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the persons in whose names outstanding Bonds are registered at the close of business on a special record date established by the Paying Agent, notice of which shall have been mailed to all registered owners of Bonds not less than ten (10) days prior to such 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.

SECTION 8. Bond Register, Registrations and Transfer.

The County shall cause to be kept at the designated corporate trust office of the Paying Agent a register ("Bond Register") in which, subject to such reasonable regulations as it may prescribe, the County shall provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond shall be valid unless made at such office and registered in the Bond Register.

Upon surrender of any Bond at the designated corporate trust office of the Paying Agent for registration of transfer, the County shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same interest rate and maturity and series, and in the same aggregate principal amount as the Bond so surrendered.

Any Bond shall be exchangeable for other Bonds of the same maturity and interest rate and series, in any authorized denomination, in an aggregate principal amount equal to the principal amount of the Bond or Bonds presented for exchange. Upon surrender of any Bond for exchange at the designated corporate trust office of the Paying Agent, the County shall execute and the Paying Agent shall authenticate and deliver in exchange therefor the Bond or Bonds which the owner making the exchange shall be entitled to receive.

All Bonds issued upon any registration of transfer or exchange shall be valid obligations of the County, evidencing the same debt and entitled to the same benefits under this Ordinance as the Bonds surrendered for such registration of transfer or exchange.

Every Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the County and the Registrar, duly executed by the registered owner thereof or his duly authorized agent or legal representative.

No service charge shall be made for any transfer or exchange of any Bond, but the County may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The County shall not be required to: (a) issue, or register the transfer or exchange of, any Bond during a period of fifteen (15) business days before any date of selection of Bonds to be redeemed and ending on the close of business on such date on which the applicable notice of redemption is given; or (b) register the transfer or exchange of any Bond after it has been selected for redemption, in whole or in part, until after the date fixed for redemption.

SECTION 9. Execution and Authentication.

The Bonds shall be executed on behalf of the County by the Chairman or the Vice Chairman of the Board of Commissioners, and shall have the corporate seal of the County affixed thereto (or a facsimile thereof), duly attested by the Chief Clerk and said officers are hereby authorized and directed to execute the Bonds. Any member of the Board of Commissioners not hereby required to execute the Bonds may, nevertheless, execute the Bonds, and any such member of the Board of Commissioner shall, likewise, constitute a Proper Officer. The Bonds shall be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Paying Agent. No Bond shall be valid until such Certificate of Authentication shall have been duly executed by the Paying Agent and such authentication shall be conclusive and the only proof that any Bond has been issued pursuant to this Ordinance and is entitled to any benefits conferred thereon under the provisions of this Ordinance. To the extent that any one signature on an Bond including the signature of an officer of the Paying Agent) is manual, all other signatures may be by facsimile. The Chairman of the Board of Commissioners or Chief Clerk or any of such officers is hereby authorized and directed to deliver, or cause the delivery of, the Bonds to the Purchaser and receive payment therefor on behalf of the County after sale of the same in the manner required by law and this Ordinance.

SECTION 10. Book-Entry Only Registration.

The County authorizes and approves the sale and purchase of the Bonds as book-entry only obligations with The Depository Trust Company, New York, New York ("DTC"). If required, Proper Officers of the County are authorized and directed to execute DTC's Letter of Representations, in substantially the form submitted to the County for execution, and such other documents as shall be necessary to complete the sale of the Bonds as book-entry obligations.

The Bonds, upon original issuance, are expected to be issued in the form of a single, fully registered bond or note for each maturity, in denominations equal to the principal amount of Bonds of such series maturing on each such date, and shall be delivered, physically or constructively, to DTC or its nominee, CEDE & CO, pursuant to arrangements between DTC and the Paying Agent. Each such Bond shall be registered on the registration books kept by the Paying Agent, as registrar and transfer agent, in the name of DTC or, at DTC's option, in the name of CEDE & CO, as DTC's nominee, and no beneficial owners thereof will receive certificates representing their respective interest in such Bonds. Purchaser shall initially provide to the Paying Agent a list of the registered owners (beneficial owners under the book-entry only system) which list shall be continuously updated so long as the Bonds are issued under the book-entry only system. For purposes of this Ordinance, so long as the Bonds are issued under the book-entry only system, the registered owners shall mean the beneficial owners under the book-entry only system, and, where necessary, DTC or its nominee, CEDE & CO.

So long as any of the Bonds are registered in the name of DTC or its nominee, CEDE & CO., to the extent available, the Paying Agent shall transfer, on each Interest Payment Date, the amount of interest and principal, as applicable, due on each such date to DTC, at the addresses set forth in the Letter of Representation, which amounts so transferred, shall be, on the interest and principal payment date, at the principal office of DTC, "good funds next day." All payments made by the Paying Agent to DTC or its nominee shall fully satisfy the County's obligations to pay principal and interest, or maturity amount, as applicable, and any applicable redemption premium, on such Bonds to the extent of such payments, and no beneficial owner of any interest in any Bond registered in the name of DTC or its nominee shall have any recourse against the County hereunder for any failure by DTC or any participant therein to remit such payments to the beneficial owners of such Bonds.

So long as DTC or its nominee, CEDE & CO., is the registered owners of the Bonds, if all or less than all of the Bonds of a particular series and maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods described in the Letter of Representation. If less than all of the Bonds of a particular series and maturity are to be redeemed, the Bonds to be redeemed shall be selected by the County in any order the County may decide and within a maturity by lot selected by DTC. In the event that DTC or its nominee, CEDE & CO., is not the registered owner of the Bonds, then the selection by lot within a maturity of the Bonds to be redeemed shall be made by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest to the date fixed for redemption.

The County or DTC may elect to terminate the book-entry only system with respect to the Bonds by giving notice to the Paying Agent in accordance with DTC's Letter of Representations. Upon termination of the book-entry only system, bond and note certificates are required to be printed and delivered in accordance with this Ordinance.

Upon termination of the book-entry only system, this Section, as applicable to the book-entry only system, shall become null and void. All other Sections of this Ordinance shall remain in full force and effect with regard to the Bonds.

SECTION 11. General Obligation Covenant.

The Bonds are hereby declared to be general obligations of the County. The County hereby covenants with the registered owners from time to time of the Bonds outstanding pursuant to this Ordinance that it will include the amount of the debt service as specified in this Section or such lesser amount as set forth in the Addendum, subject to appropriate adjustment in the event of the optional redemption of any Bonds prior to maturity, on the Bonds for each fiscal year in which such sums are payable, in its budget for that year, will appropriate such amounts for such payments and will duly and punctually pay or cause to be paid the principal of the Bonds and the interest thereon on the dates, at the places and in the manner stated therein, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the County does hereby pledge its full faith, credit and taxing power. The maximum amount of the debt service, which the County hereby covenants to pay on the Bonds in each year, is shown on Schedule A which is attached hereto and incorporated herein by reference as if set out here at length. The maximum amount of the debt service, which the County hereby covenants to pay on the Series B Bonds in each year, is shown on Schedule B which is attached hereto and incorporated herein by reference as if set out here at length. As provided in the Debt Act, the foregoing covenants are specifically enforceable.

SECTION 12. Redemption.

(a) Optional Redemption. Each series of the Bonds shall be subject to redemption at the option of the County prior to their stated maturity dates as a whole or in part from time to time, in any order of maturity (and in any authorized principal amount within a maturity) and by lot within a maturity, on the dates and at the redemption prices, as set forth in the Bond Purchase Agreement.

(b) Mandatory Redemption. Each series of the Bonds may be subject to mandatory redemption, if at all, on the dates (each, a "Mandatory Redemption Date") and in the amounts as set forth in the Bond Purchase Agreement, which mandatory redemption provisions are incorporated herein by reference as if set out here at length. The County covenants and directs the Paying Agent to redeem the specified aggregate principal amount of 2020 Bonds of the specified series and maturity on the respective Mandatory Redemption Dates set forth the Bond Purchase Agreement.

(c) Notice. Notice of any redemption shall be given by mailing a notice of redemption by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the registered owners of the Bonds to be redeemed, as applicable, at the addresses which appear in the Bond Register, provided, however, that neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond, as applicable, shall not affect the validity of the proceedings for the redemption of any other Bond. If the County shall have duly given notice of redemption and shall have deposited with the Paying Agent funds for the payment of the redemption price of the Bonds, as applicable, so called for redemption, with accrued interest thereon to the date fixed for redemption, interest on such Bonds shall cease to accrue after such redemption date.

(d) CUSIP Numbers. Notices of redemption shall contain the applicable CUSIP numbers pertaining to the Bonds called for redemption (if then generally in use), and shall also contain the serial identification numbers printed on the Bonds called for redemption, as applicable. The County, however, makes no representation as to the accuracy of such CUSIP numbers either printed on the Bonds or as contained in any redemption notice.

(e) Selection by Lot. Subject to the provisions of Section 10 with respect to Bonds being registered in the book-entry only format, if less than all of the Bonds, as applicable, maturing on any one date are to be redeemed at any time, the Paying Agent shall select by lot the specific Bonds, as applicable, to be redeemed at such time.

(f) Portions of Bonds. Any portion of any Bond of a denomination larger than \$5,000 may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Prior to selecting Bonds, as applicable, for redemption, the Paying Agent shall assign numbers to each \$5,000 portion of any Bond, as applicable, of a denomination larger than \$5,000 and shall treat each portion as a separate Bond, as applicable, in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Paying Agent shall authenticate and deliver to the registered owner

thereof a new Bond, as applicable, of the same series and maturity and in any authorized denominations requested by the registered owner in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

SECTION 13. Sinking Funds.

(a) **Deposit.** There hereby is established with the Sinking Fund Depository two sinking funds to be known as (A) County of Adams, General Obligation Bonds, Series A of 2020 Sinking Fund (the "Series A Bonds Sinking Fund"), and (B) County of Adams, General Obligation Bonds, Series B of 2020 (Federally Taxable) Sinking Fund (the "Series B Bonds Sinking Fund" and hereinafter collectively, the "2020 Sinking Funds" or the "Sinking Funds"). The County covenants to deposit, and the Treasurer is hereby authorized and directed to deposit:

(A) into the Series A Bonds Sinking Fund (1) on or before each Interest Payment Date, so long as the Series A Bonds remain outstanding, amounts sufficient to pay the interest due on such dates on the Series A Bonds then outstanding, and (2) on or before May 15 in the year as shall be specified in the Addendum as the initial principal payment date and on or before each May 15 thereafter to, and including the final maturity date of the Series A Bonds, amounts sufficient to pay the principal of the Series A Bonds due on each such date at maturity or pursuant to the mandatory redemption requirements hereof; and

(B) into the Series B Bonds Sinking Fund (1) on or before each Interest Payment Date, so long as the Series B Bonds remain outstanding, amounts sufficient to pay the interest due on such dates on the Series B Bonds then outstanding, and (2) on or before May 15 in the year as shall be specified in the Addendum as the initial principal payment date and on or before each May 15 thereafter to, and including the final maturity date of the Series B Bonds, amounts sufficient to pay the principal of the Series B Bonds due on each such date at maturity or pursuant to the mandatory redemption requirements hereof.

Should the amounts covenanted to be paid into either of the Sinking Funds be, at any time, in excess of the net amounts required at such time for the payment of interest on and principal of the Bonds of that Sinking Fund, whether by reason of funds already on deposit in such Sinking Fund, or by reason of the purchase or redemption of Bonds of that Series, as applicable, or for some similar reason, the amounts covenanted to be paid may be reduced to the extent of the excess.

(b) **Credit for Bonds Delivered.** The County may satisfy any part of its obligations with respect to clause (a) by delivering to the Paying Agent and Sinking Fund Depository, for cancellation, Bonds, as appropriate, maturing on the date on which such deposit is required. The County shall receive credit against such deposit for the face amount of the Bonds so delivered, provided that such Bonds are delivered to and received by the Paying Agent and Sinking Fund Depository (i) on or before the maturity date of the Bonds, as applicable, for which credit is requested, in the case of a deposit required for the payment of Bonds, at maturity, or (ii) in the case of a deposit required to be made on a Mandatory Redemption Date, no later than 60 days prior to the Mandatory Redemption Date for which credit is requested.

(c) **Application of Funds.** All sums in either of the Sinking Funds shall be applied exclusively to the payment of principal and interest on covenanted to be paid by Section 11 hereof as the same from time to time become due and payable and the balance of said moneys over and above the sum so required shall remain in the applicable Sinking Funds, to be applied to the reduction of future required deposits; subject, however, to investment or deposit at interest as authorized by law and as permitted by Section 24 hereof. Each of the Sinking Funds shall be kept as a separate accounts at the designated corporate trust office of the Sinking Fund Depository. The Sinking Fund Depository, without further authorization other than as herein contained, shall pay from the moneys in the 2020 Sinking Funds, as applicable, the interest on the 2020 Bonds, as and when due to the registered owners on the appropriate Record Date and principal of the 2020 Bonds, as and when the same shall become due, to the registered owners thereof.

(d) **Optional Deposits.** Notwithstanding the foregoing, in the case of optional redemption of all or any portion of the Bonds, as required or permitted by Section 12 hereof, the Treasurer is hereby authorized and directed to deposit from time to time before the appropriate optional redemption date funds which shall be sufficient when they, either alone or together with the interest to be earned thereon, if any, will equal the principal of Bonds so called for redemption and the premium, if any and the interest thereon to the date fixed for redemption.

SECTION 14. Disposition of Proceeds.

(a) **Series A Bond Clearing Account.** All moneys derived from the sale of the Series A Bonds shall be deposited in the Series A Bonds Clearing Account created pursuant to Section 21 hereof and shall be and hereby are appropriated substantially to payment of the cost of the 2020A Bonds Project, including but not limited to payment of the costs and expenses of preparing, issuing, insuring, if applicable, and marketing the Series A 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 moneys shall promptly upon their determination be deposited in the Series A Bonds Sinking Fund and used for the payment of interest on the Series A Bonds. Promptly on the deposit of the proceeds of the Series A Bonds, the County shall cause the transfer of such funds to the Capital Project Account as further described in Section 21 of this Ordinance.

(b) **Series B Bond Clearing Account.** All moneys derived from the sale of the Series B Bonds shall be deposited in the Series B Bonds Clearing Account created pursuant to Section 21 hereof and shall be and hereby are appropriated substantially to payment of the cost of the 2020B Bonds Project, including but not limited to payment of the costs and expenses of preparing, issuing, insuring, if applicable, and marketing the Series B 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 moneys shall promptly upon their determination be deposited in the Series B Bonds Sinking Fund and used for the payment of interest on the Series B Bonds. Promptly on the deposit of the proceeds of the Series B Bonds, the County shall cause the transfer of such funds to an Escrow Fund as further described in Section 21 of this Ordinance.

(c) **Use of Proceeds.** Notwithstanding any other provision of this Section, proceeds of the Bonds may be used for purposes other than those enumerated in this Ordinance; provided that, the County shall have first complied with the applicable provisions of the Debt Act and the Code (as hereinafter defined), respectively, regarding a change in the use of proceeds.

SECTION 15. Cost and Realistic Useful Life.

(a) Reasonable cost estimates have been obtained for the 2020 Project, inclusive of the Capital Project and the Refunding Project, from advisers and professional consultants, each of whom is qualified by education, training and experience to provide such estimates. The estimated realistic useful life of the Capital Project is hereby determined to be not less than thirty (30) years from the date of issue of the Series A Bonds. The estimated useful life of the Capital Project exceeds the final maturity of the Series A Bonds.

(b) With respect to the 2003 Capital Project, the County affirms the estimate of the useful life for each component of the 2003 Capital Project. The remaining estimated useful life of each component of the 2003 Capital Project is as follows: (i) the 2003 Prison and Center Project has a remaining estimated useful life of thirty-three (33) years, (ii) the Fire Training Center Project has an estimated useful life of not less than twenty-three (23) years, and (iii) the Farmland Preservation Program, being perpetual interests in real property, has an estimated useful life of not less than forty (40) years, and, therefore, the remaining useful life of the 2003 Capital Project exceeds the final maturity of the Series B Bonds allocated to the Refunding Project.

(c) With respect to the 2007 Capital Project, the County affirms the estimated useful life thereof. The remaining estimated useful life of the 2007 Capital Project is in excess of seventeen (17) years and, therefore, the remaining useful life of the 2007 Capital Project exceeds the final maturity of the Series B Bonds allocated to the Refunding Project.

(d) With respect to the 2009 Capital Projects, the County affirms the estimate of the useful life for each component of the 2009 Capital Projects. The remaining useful life of each component of the 2009 Capital Projects is as follows: (i) for the Open Space Project, at least twenty-nine (29) years; (ii) for the Real Estate Acquisition Project, at least twenty-nine (29) years, and (iii) the Energy Project, at least four (4) years, and, therefore, the remaining useful life of the 2009 Capital Projects exceeds the final maturity of the Series B Bonds allocated to the Refunding Project.

(e) With respect to the 2012 Capital Project, the County affirms the estimate of the useful life for each component of the 2012 Capital Project. The remaining estimated realistic useful lives of each component of the 2012 Capital Project is not less than twenty-two (22) years. The stated maturity dates of a corresponding principal amount of the Series B Bonds allocable to the Refunding Project do not exceed such respective terms as required by the Debt Act (53 Pa.C.S. §8142(a)(2)).

(f) In addition, in accordance with Section 8142(b)(2) of the Debt Act, the maturities of the 2020 Bonds will be fixed so that the principal of each series of the 2020 Bonds, together

with all other outstanding debt, will be amortized on an approximately level annual debt service plan, as more fully set for at Schedule C, attached hereto.

SECTION 16. Internal Revenue Code Covenants.

(a) General. The County hereby covenants with the registered owners, from time to time, of the Series A Bonds that no part of the proceeds thereof will be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably expected on the date of issuance of the Series A Bonds, would have caused the Series A Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended ("Code") and the Regulations thereunder proposed or in effect at the time of such use and applicable to the Series A Bonds, and that it will comply with the requirements of Section 148 of the Code and the Regulations throughout the term of the Series A Bonds.

(b) Rebate. If the gross proceeds of the Series A Bonds are invested at a yield greater than the yield on the Series A Bonds and are not expended within six (6) months from the date of issuance or otherwise qualify for an exception to the rebate requirements of the Code, the County covenants that it will rebate to the U.S. Treasury, at the times and in the manner required by the Code, all investment income derived from investing the proceeds of the Series A Bonds in an amount which exceeds the amount which would have been derived from the investment of the proceeds of the Series A Bonds at a yield not in excess of the yield on the Bonds.

(c) Qualified Tax-Exempt Obligation Designation. The County hereby designates the Series A Bonds as Qualified Tax-Exempt Bonds pursuant to Section 265(b)(3) of the Code and represents and expects that the total amount of its obligations so designated and to be designated during the 2020 calendar year does not and will not exceed \$10,000,000.

(d) Filing. The County will file IRS Form 8038-G and any other forms or information required by the Code to be filed in order to permit the interest on the Series A Bonds to be excluded from gross income for federal income tax purposes.

(e) Taxable Series. The Series B Bonds are hereby authorized for issuance as an issue not exempt from federal taxation pursuant to the Code.

SECTION 17. Advertising.

The action of the officers and officials of the County in advertising a summary of this Ordinance, as required by law, is ratified and confirmed. The officers and officials of the County or any of them, are authorized and directed to advertise a notice of enactment of this Ordinance in a newspaper of general circulation in the County within fifteen (15) days after final enactment. The Chief Clerk is hereby directed to make a copy of this Ordinance available for inspection by any citizen during normal office hours.

SECTION 18. Filing with Department of Community and Economic Development.

The Chairman of the Board of Commissioners and the Chief Clerk are hereby authorized and directed to prepare, verify and file with the Department of Community and Economic Development (the "Department"), in accordance with the Debt Act, a transcript of the proceedings relating to the issuance of the Bonds including the Debt Statement and Borrowing Base Certificate required by Section 8110 of the Debt Act, and to take other necessary action, and to prepare and file all necessary documents with the Department including, if necessary or desirable, any statements required to exclude any portion of the debt evidenced by the Bonds from the appropriate debt limit as self-liquidating or subsidized debt.

SECTION 19. General Authorization.

Proper Officers and, as directed by Proper Officers, officials of the County are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effect the execution, issuance, sale and delivery of the Bonds, all in accordance with this Ordinance.

SECTION 20. Official Statement.

The Chairman of the Board of Commissioners is hereby authorized to execute and approve a Preliminary Official Statement and a final Official Statement relating to the 2020 Bonds provided that the final Official Statement shall have been approved by the County's Solicitor. The Purchaser is hereby authorized to use and distribute the Preliminary Official Statement and the final Official Statement in connection with the sale of the 2020 Bonds.

SECTION 21. Clearing Accounts; Capital Project Account; Escrow Fund.

(a) The County hereby creates with the Paying Agent special funds to be known as the County of Adams 2020A Bonds Clearing Account (the "Series A Bonds Clearing Account") and the County of Adams 2020B Bonds Clearing Account (the "Series B Bonds Clearing

Account,” collectively the “Clearing Accounts”), each which shall be held as trust funds for the benefit of the County until disbursed in accordance with the following provisions hereof:

(i) The County shall deliver the net proceeds (including accrued interest, if any) derived from the sale of the Series A Bonds to the Paying Agent for deposit to the Series A Bonds Clearing Account. Upon written direction from the County signed by Proper Officers of the County, the Paying Agent shall, out of the Series A Bonds Clearing Account: (1) pay the costs and expenses of issuance and insurance, if applicable, allocable to the Series A Bonds, (2) deposit the specified amount to the capital project account hereinafter defined and described as the Capital Project Account in subsection (c) below, the funds therein to be invested as permitted by law until expended, and (3) transfer the amount of accrued interest, if any, and any balance remaining therein to the Series A Bonds Sinking Fund; and

(ii) The County shall deliver the net proceeds (including accrued interest, if any) derived from the sale of the Series B Bonds to the Paying Agent for deposit to the Series B Bonds Clearing Account. Upon written direction from the County signed by Proper Officers of the County, the Paying Agent shall, out of the Series B Bonds Clearing Account: (1) pay the costs and expenses of issuance and insurance, if applicable, allocable to the Series B Bonds, (2) transfer the amount designated by the County to the sinking fund described in subsection (b) below as required to redeem the Refunded 2012 Bonds, the funds therein to be invested as permitted by law until expended, and (3) transfer the amount of accrued interest, if any, and any balance remaining therein to the Series B Bonds Sinking Fund.

The written direction from the County shall state the specific amount to be paid from the respective Clearing Accounts, the names of the respective payees, the purpose for which the expenditure has been incurred, or the purpose of the transfer, whichever is applicable, and shall contain a certification that each item of expense for which payment has been requested has been properly incurred and is then unpaid, and that each transfer which is requested is in accordance with the provisions of this Ordinance.

(b) The County hereby directs that a portion of the proceeds from the Series B Bonds Clearing Account and designated, as part of the Refunding Project for the advance refunding of the Refunded 2012 Bonds, shall be transferred to the Escrow Agent (hereinafter defined) for deposit to the Escrow Fund (hereinafter defined), which proceeds, together with other available funds, if any, shall be in an amount sufficient to pay, upon deposit with or without regard to any interest or other income being earned thereon or maturity value of any investment, the outstanding principal of the Refunded 2012 Bonds, together with accrued interest when and as due pursuant to the terms of the Refunded 2012 Bonds, thereon through and including, May 15, 2022, the date specified for the redemption of the Refunded 2012 Bonds.

(c) Capital Project Account. The County hereby creates a special account to be known as the County of Adams 2020 Capital Project Account (the “Capital Project Account”), which shall be established in the name of the County with one or more banks or financial or investment institutions designated from time to time by the Board of Commissioners, or otherwise as established by law, as depository of the Capital Project Account (the “Project Account Depository”), subject to clearance or collection, moneys, checks, drafts, notes, bills of exchange, acceptances, or other orders for the payment of moneys which may at any time come into its possession, with or without endorsement thereof by the County, payment thereof being hereby guaranteed. The Project Account Depository is authorized and directed to honor and pay, and to charge to the account of the County, all checks, drafts, bills of exchange, acceptances, notes or orders on or against the Capital Project Account for the payment of money when drawn on or addressed to said Project Account Depository and signed and countersigned on behalf of the County by the two following officers of the County: (i) Chairman or Vice Chairman of the Board of Commissioners; and (ii) Chief Clerk or Assistant or Deputy Chief Clerk, whether the same be payable to the order of, or in favor of the officer or person signing or countersigning them, or to any of said officers in his individual capacity, or otherwise; and whether the same be deposited to the individual credit of the officer or person signing or countersigning or to the individual credit of any other officer or person or otherwise. The County authorizes the formation within the Capital Project Account of a subaccount for each component of the capital project constituting part of the Capital Project to the extent necessary.

Upon written direction from the County signed by the Chairman of the Board of Commissioners and the Chief Clerk, the Paying Agent shall pay from funds held in the 2020 Bonds Clearing Account and transfer to the Capital Project Account held by the Project Account Depository, the sum designated to pay the costs of the Capital Project.

SECTION 22. Payment and Redemption of the Refunded 2012 Bonds.

(a) Refunded 2012 Bonds Identified. The Refunded 2012 Bonds shall constitute the amount of such Refunded 2012 Bonds as identified pursuant to Section 4(c)(v) of this Ordinance in the Bond Purchase Agreement.

(b) Redemption Call and Notice. The County hereby calls for redemption, at a price of 100% of the principal amount plus accrued interest, all of the Refunded 2012 Bonds identified in the Bond Purchase Agreement to be included in the Refunding Project. The County hereby irrevocably directs payment from moneys to be available for such purpose in the Series B Bonds Clearing Account, and transferred therefrom to the Escrow Fund (hereinafter defined) for the refunding and redemption of the Refunded 2012 Bonds, together with interest accrued thereon and payable to, and including, the redemption date of the Refunded 2012 Bonds, as further described in the Escrow Agreement.

(c) Escrow Agreement. The County hereby appoints Manufacturers and Traders Trust Company, who is the 2012 Bonds Paying Agent, as escrow agent (the "Escrow Agent"), under an Escrow Agreement, hereinafter defined, and hereby creates an escrow fund with respect to the Refunded 2012 Bonds (the "Escrow Fund") to effectuate the refunding and redemption of the Refunded 2012 Bonds. Proper Officers of the County are authorized and directed to execute, attest and deliver, on behalf of the County, with the Escrow Agent, an irrevocable escrow agreement with respect to the Refunded 2012 Bonds in the form hereinafter approved (the "Escrow Agreement") providing for, *inter alia*, the establishment of the Escrow Fund, the investment and application of moneys to be deposited therein and such other provisions as are necessary and appropriate in connection with the redemption of the Refunded 2012 Bonds as contemplated by this Ordinance. The Escrow Agreement shall further provide for the payment of all of the outstanding principal of the Refunded 2012 Bonds, together with accrued interest when and as due pursuant to the terms of the 2012 Bonds, through and including the date specified for the redemption of the Refunded 2012 Bonds. After final payment thereof, any moneys and funds remaining on deposit in the Escrow Fund shall be paid over to the County for deposit into the Series B Bonds Sinking Fund and applied as set forth in Section 21 hereof.

The Escrow Agreement shall be in form and substance and contain such provisions as are satisfactory to the Escrow Agent, bond counsel, the County Solicitor and the Proper Officers of the County executing the same and such form hereby is approved.

SECTION 23. Payment of Expenses.

All expenses incurred in connection with issuance of each series of the Bonds shall be paid out of the proceeds derived from the issuance of the respective series of Bonds and deposited in the respective 2020 Clearing Account. Proper Officers of the County and officials are authorized to sign and deliver requests for payment of such expenses.

SECTION 24. Sinking Funds and Capital Project Account Investment.

(a) Any moneys in either of the 2020 Sinking Funds not required for prompt expenditure, at the direction of the County, may be invested in bonds or notes which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America or may be deposited at interest in time account or certificates of deposit or other interest bearing account of any bank or bank and trust company, savings and loan association or building and loan association. To the extent that the Federal Deposit Insurance Corporation or similar Federal agency insures such deposits, they need not be secured. Otherwise, such deposits shall be secured as public deposits or as trust funds in accordance with the Debt Act. Any such investments or deposits shall mature or be subject to redemption at the option of the holder, or be subject to withdrawal at the option of the depositor, not later than the date upon which such moneys are required to be paid to the registered owners of the Bonds.

(b) Any moneys in the Capital Project Account may be invested or deposited as permitted by applicable law for funds of the County or as permitted under the Debt Act, as applicable. As to the Capital Project Account, Proper Officers or other authorized officers of the County shall designate such investments in such combination as to provide safety of principal, liquidity to any construction draws and maximum investment income.

(c) Funds deposited into the Escrow Fund, if any, may, at the direction of the County, be invested in accordance with the provisions of the Escrow Agreement, as necessary and applicable. The County hereby authorizes and directs, if necessary, the Chairman or Vice Chairman of the Board of Commissioners or the Chief Clerk of the County or the Purchaser, or their respective representatives, to subscribe or purchase, on behalf of, and as agent for, the County for United States Treasury Certificates of Indebtedness, Notes and Bonds—State and Local Government Series, or any appropriate combination of the above, or any other direct obligations of the United States of America, all in accordance with the Escrow Agreement, or to arrange for the purchase of noncallable securities of the Commonwealth in accordance with the Escrow Agreement or to arrange for the purchase of time deposits or certificates of deposit,

which satisfy the requirements of Section 8250 of the Debt Act, in accordance with the Escrow Agreement.

The above-named persons and/or the Purchaser are hereby authorized to certify and deliver a copy of this Ordinance upon subscription of the above-mentioned securities and/or to deliver a copy hereof certified by the Chief Clerk of the County, upon subscription for the above-mentioned securities, or thereafter.

SECTION 25. Purchase of Insurance.

If determined to be economically advantageous to the 2020 Project, the County hereby agrees to purchase and hereby accepts the commitment of such bond insurer, if any, as may be specified in the Purchase Agreement (the "Bond Insurer") to issue a Municipal Bond Insurance Policy insuring the Bonds and directs that the appropriate premium be promptly paid at the settlement of the sale of the Bonds. A legend indicating the existence of such a policy shall be printed on the Bonds in the form required by the Bond Insurer. All terms and conditions required to be contained in this Ordinance by the terms of the commitment are incorporated herein by reference with the same effect as if set out at length.

SECTION 26. Authorization of Officers.

Any authorization granted to, power conferred on, or direction given to the Chairman or Chief Clerk, shall be deemed to run to the Vice Chairman or the Deputy or Assistant Chief Clerk, respectively, as if such latter titles had been expressly included in the text hereof which grants such authorization, confers such power or gives such direction, each of whom, together with any other member of the Board of Commissioners authorized by this Ordinance, shall constitute Proper Officers of the County, and each being a Proper Officer of the County.

SECTION 27. Form of Bonds.

The form of the Series A Bonds shall be substantially in the form set forth in this Section with such changes thereto as shall hereafter be made upon the advice of the County's Solicitor and bond counsel, approval of such changes being evidenced by the execution and attestation of the Series A Bonds by Proper Officers of the County.

No.: GOB-A-_____ \$_____,000.00

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

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS
GENERAL OBLIGATION BOND, SERIES A OF 2020

Interest Rate Maturity Date Date of Issue CUSIP
% _____, 20__ _____, 2020

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ MILLION _____ HUNDRED _____
THOUSAND AND 00/100 DOLLARS (\$_____,000.00)

COUNTY OF ADAMS, Commonwealth of Pennsylvania (the "County"), a municipality existing under the laws of the Commonwealth of Pennsylvania and 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"), for value received, hereby promises to pay to the registered owner of this General Obligation Bond, Series of 2020, on the above stated maturity date, the above stated principal sum unless this Bond shall be redeemable and duly shall have been called for previous redemption and payment of the redemption price shall have been made or provided for, and to pay semiannually on May 15 and November 15 of each year (each, an "Interest Payment Date"), beginning November 15, 2020, to the registered owner hereof, interest thereon at the above stated annual rate of interest, from the Interest Payment Date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the succeeding Interest Payment Date, in which event this Bond shall bear interest from such succeeding Interest Payment Date; or (c) this Bond is registered and authenticated prior to the Record Date preceding November 15,

2020, in which event this Bond shall bear interest from the Date of Issue; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date on which interest was last paid on this Bond until the principal sum hereof is paid.

The principal of this Bond is payable to the registered owner hereof in lawful moneys of the United States of America upon presentation hereof at the designated corporate trust office of Manufacturers and Traders Trust Company (the "Paying Agent"), in Harrisburg, Pennsylvania, or Buffalo, New York. The term "Paying Agent", when hereinafter used, also shall include any successor paying agent under the Ordinance, hereinafter defined. Payment of the interest due hereon shall be paid to the registered owner hereof by check drawn on the Paying Agent mailed to the registered owner at his address as it appears on the bond register (the "Bond Register") maintained by the Paying Agent, as bond registrar, on the fifteenth (15th) day (whether or not a business day) next preceding such Interest Payment Date (the "Record Date"), irrespective of any transfer or exchange of this Bond subsequent to the applicable Record Date. The person in whose name this Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date, except if and to the extent that the County defaults in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date established by the Paying Agent, notice of which shall have been mailed to the registered owner of this Bond not less than ten (10) days prior to such proposed payment date. Such notice shall be mailed to the persons in whose names the Series A 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 this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the municipality where the designated corporate trust office of the Paying Agent is located are authorized or required by law or executive order to close, then the date of 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 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.

This Bond is one of an initially authorized series of \$____,000 aggregate principal amount of general obligation bonds of the County, known as "General Obligation Bonds, Series A of 2020", all of like tenor, except as to denominations, dates of maturity, rates of interest and provisions for redemption, and all issued in accordance with provisions of the Debt Act under and by virtue of a duly enacted Ordinance (the "Ordinance") of the Board of Commissioners of the County. The Debt Act, as such shall have been in effect when this Bond was authorized, and the Ordinance shall constitute a contract between the County and the registered owner, from time to time, of this Bond.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds, stated to mature on or after _____, 20__ are subject to redemption prior to maturity, at the option of the County, in whole or in part, on _____, 20__, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

Mandatory Redemption. The Bonds maturing on _____, 20__ are subject to mandatory redemption prior to their stated maturity dates, in part, by lot, or by any other method deemed fair and appropriate by the Paying Agent, on the dates and in the amounts shown below upon payment of the redemption price of 100% of the principal amount, together with interest accrued to the date fixed for redemption.

_____, 20__ Maturity

<u>Year</u>	<u>Amount</u>
20__	\$
20__	
20__	*

* At maturity

Notice of any redemption shall be given by mailing a notice of redemption by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date to the registered owners of the Series A Bonds to be redeemed at the addresses which appear in the Bond Register, provided, however, that neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond shall affect the validity of the proceedings for the redemption of any other Bond. If the County shall have duly given notice of redemption and shall have deposited with the Paying Agent funds for the payment of the redemption price of the Series A Bonds so called for redemption, with accrued

interest thereon to the date fixed for redemption, interest on such Bonds shall cease to accrue after such redemption date.

The County, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures ("CUSIP"), has caused CUSIP numbers to be printed on the Series A Bonds, and has directed the Paying Agent to use such numbers in notices of redemption and other notices, if any, as a convenience to the Registered Owners of the Series A Bonds. No representation is made by the County as to the accuracy of such numbers either as printed on the Series A Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

This Bond shall be transferable upon books of the County kept at the aforesaid corporate trust office of the Paying Agent, by the registered owner hereof in person or by his duly authorized agent or legal representative at such corporate trust office of the Paying Agent, upon surrender hereof, together with a written instrument of transfer, in form and with guaranty of signature satisfactory to the County and the Registrar, duly executed by the registered owner hereof or his duly authorized agent or legal representative, and thereupon the County shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same interest rate and maturity, and in the same aggregate principal amount as the Bond so surrendered. The County and the Paying Agent may treat and consider 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 of or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The County and the Paying Agent shall not be required to: (a) issue, or register the transfer or exchange of, this Bond during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending on the close of business on such date on which the applicable notice of redemption is given; or (b) register the transfer or exchange of this Bond after it has been selected for redemption, in whole or in part, until after the date fixed for redemption.

No recourse shall be had for the payment of the principal of and 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, as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Bond.

So long as The Depository Trust Company ("DTC") or its nominee, CEDE & CO., is the registered owner hereof, all payments of principal and interest on this Bond shall be payable in the manner and at the respective time of payment provided for in the Letter of Representations (the "Letter of Representations").

So long as DTC or its nominee, CEDE & CO., is the registered owner of this Bond, if all or less than all of the Series A Bonds of a particular maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods described in the Letter of Representations. If less than all of the Series A Bonds are to be redeemed, the Series A Bonds to be redeemed shall be selected by the County in any order the County may decide and within a maturity by lot selected by DTC. In the event DTC or its nominee, CEDE & CO., is not the registered owner of the Series A Bonds, then the selection by lot within a maturity of the Series A Bonds to be redeemed shall be made by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest to the date fixed for redemption.

It is hereby certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Bond, together with any other indebtedness of the County, if any, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the County. The County has covenanted, in the Ordinance, with the registered owners from time to time, of the Series A Bonds which shall be outstanding, from time to time, pursuant to the Ordinance, that the County, as appropriate, shall include the amount of debt service, for each fiscal year of the County in which sums are payable, in its budget for that fiscal year, shall appropriate such amounts to the payment of such debt service and duly and punctually shall pay or shall cause to be paid the principal of this Bond and the interest thereon at the dates and place and in the manner stated herein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the County has and does pledge, irrevocably, its full faith, credit and taxing power. The Debt Act provides that the foregoing covenant of the County shall be enforceable specifically.

The County, in the Ordinance, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on this Bond 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 all obligations of this Bond.

This Bond is issuable only in the form of a fully registered bond, without coupons, in the denomination of \$5,000 or any whole multiple thereof. This Bond, together with other Bonds, at the option of the registered owner hereof, may be exchanged for an aggregate principal amount of a registered Bond or Bonds of the same series, designation, maturity and interest rate of any authorized denomination.

The County has designated the Series A Bonds as qualified tax-exempt obligation pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. This Bond is a "qualified tax exempt obligation" within the meaning of said Section of the Code.

This Bond shall not be entitled to any benefit under the Ordinance and shall not be valid or obligatory for any purpose until this Bond shall have been authenticated by the Certificate of Authentication endorsed hereon duly signed by or in behalf of the Paying Agent.

The owner of this Bond, by acceptance hereof, shall be deemed to have assented to all terms and conditions of the Ordinance.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County of Adams, Pennsylvania, has caused this Bond to be duly executed in its name and on its behalf by the manual signature of the Chairman or Vice Chairman of the Board of Commissioners of the County (and may include the manual signature of any other member of the Board of Commissioners of the County) and a manual seal to be imprinted hereon and attested by the manual signature of its Chief Clerk.

COUNTY OF ADAMS

ATTEST:

Chairman, Board of Commissioners

Chief Clerk
[SEAL]

Vice Chairman, Board of Commissioners

Member, Board of Commissioners

CERTIFICATE OF AUTHENTICATION AND CERTIFICATE AS TO OPINION
CERTIFICATE AS TO INSURANCE

It is certified that:

(i) This Bond is one of the Series A Bonds designated therein, described in the within mentioned Ordinance;

(ii) The Opinion of Eckert Seamans Cherin & Mellott, LLC, Harrisburg, Pennsylvania, attached hereto, is a true and correct copy of an original Opinion which was signed and dated as of the date of original delivery of the Series A Bonds and is on file at our designated corporate trust office described in the within mentioned Ordinance where the same may be inspected; and

[(iii) The Statement of Insurance printed hereon refers to an original policy of insurance issued by of _____, New York, New York and on file at our designated corporate trust office where the same may be inspected.]

Company,

Manufacturers and Traders Trust

as Paying Agent

By: _____

Authorized Representative

DATE OF AUTHENTICATION: _____

STATEMENT OF INSURANCE

[TO BE COMPLETED]

ABBREVIATIONS

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

TEN COM - as tenants in common	UNIF GIFT MIN ACT-	
TEN ENT - as tenants by the entireties	_____	(Cust)
JT TEN - as joint tenants with	_____	Minor)
right of survivorship and	under Uniform Gifts to Minors Act	
not as tenants in common	_____	(State)

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

ASSIGNMENT AND TRANSFER

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

Please insert Social Security or other identifying number of assignee

(Please print or typewrite name and address including postal zip code of transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as Agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

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

[END FORM OF BOND]

SECTION 28. Form of Note.

The form of the Series B Bonds shall be substantially in the form set forth in this Section with such changes thereto as shall hereafter be made upon the advice of the County's Solicitor and bond counsel, approval of such changes being evidenced by the execution and attestation of the Series B Bonds by Proper Officers of the County.

No.: GOB-B-____

\$____,____,000.00

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

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS
GENERAL OBLIGATION BOND, SERIES B OF 2020 (FEDERALLY TAXABLE)

Interest Rate
%

Maturity Date
_____, 20__

Date of Issue
_____, 2020

CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ MILLION _____ HUNDRED _____
THOUSAND AND 00/100 DOLLARS (\$ _____,000.00)

COUNTY OF ADAMS, Commonwealth of Pennsylvania (the "County"), a municipality existing under the laws of the Commonwealth of Pennsylvania and 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"), for value received, hereby promises to pay to the registered owner of this General Obligation Note, Series of 2020 (Federally Taxable), on the above stated maturity date, the above stated principal sum unless this Note shall be redeemable and duly shall have been called for previous redemption and payment of the redemption price shall have been made or provided for, and to pay semiannually on May 15 and November 15 of each year (each, an "Interest Payment Date"), beginning November 15, 2020, to the registered owner hereof, interest thereon at the above stated annual rate of interest, from the Interest Payment Date next preceding the date of registration and authentication of this Note, unless: (a) this Note is registered and authenticated as of an Interest Payment Date, in which event this Note shall bear interest from such Interest Payment Date; or (b) this Note is registered and authenticated after a Record Date (hereinafter defined) and before the succeeding Interest Payment Date, in which event this Note shall bear interest from such succeeding Interest Payment Date; or (c) this Note is registered and authenticated prior to the Record Date preceding November 15, 2020, in which event this Note shall bear interest from the Date of Issue; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Note shall be in default, in which event this Note shall bear interest from the date on which interest was last paid on this Note until the principal sum hereof is paid.

The principal of this Note is payable to the registered owner hereof in lawful moneys of the United States of America upon presentation hereof at the designated corporate trust office of Manufacturers and Traders Trust Company (the "Paying Agent"), in Harrisburg, Pennsylvania, or Buffalo, New York. The term "Paying Agent", when hereinafter used, also shall include any successor paying agent under the Ordinance, hereinafter defined. Payment of the interest due hereon shall be paid to the registered owner hereof by check drawn on the Paying Agent mailed to the registered owner at his address as it appears on the note register (the "Note Register") maintained by the Paying Agent, as note registrar, on the fifteenth (15th) day (whether or not a business day) next preceding such Interest Payment Date (the "Record Date"), irrespective of any transfer or exchange of this Note subsequent to the applicable Record Date. The person in whose name this Note is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Note upon any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date, except if and to the extent that the County defaults in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name this Note is registered at the close of business on a Special Record Date established by the Paying Agent, notice of which shall have been mailed to the registered owner of this Note not less than ten (10) days prior to such proposed payment date. Such notice shall be mailed to the persons in whose names the Series B 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 this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the municipality where the designated corporate trust office of the Paying Agent is located are authorized or required by law or executive order to close, then the date of 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 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.

This Note is one of an initially authorized series of \$____,000 aggregate principal amount of general obligation bonds of the County, known as "General Obligation Bonds, Series B of 2020 (Federally Taxable)", all of like tenor, except as to denominations, dates of maturity, rates of interest and provisions for redemption, and all issued in accordance with provisions of the Debt Act under and by virtue of a duly enacted Ordinance (the "Ordinance") of the Board of Commissioners of the County. The Debt Act, as such shall have been in effect when this Series B Bond was authorized, and the Ordinance shall constitute a contract between the County and the registered owner, from time to time, of this Series B Bond.

REDEMPTION PROVISIONS

Optional Redemption. The Series B Bonds, stated to mature on or after _____, 20__ are subject to redemption prior to maturity, at the option of the County, in whole or in part, on _____, 20__, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

Mandatory Redemption. The Series B Bonds maturing on _____, 20__ are subject to mandatory redemption prior to their stated maturity dates, in part, by lot, or by any other method deemed fair and appropriate by the Paying Agent, on the dates and in the amounts shown below upon payment of the redemption price of 100% of the principal amount, together with interest accrued to the date fixed for redemption.

_____, 20__ Maturity

<u>Year</u>	<u>Amount</u>
20__	\$
20__	
20__	*

* At maturity

Notice of any redemption shall be given by mailing a notice of redemption by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date to the registered owners of the Series B Bonds to be redeemed at the addresses which appear in the Bond Register, provided, however, that neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Series B Bond shall affect the validity of the proceedings for the redemption of any other Series B Bond. If the County shall have duly given notice of redemption and shall have deposited with the Paying Agent funds for the payment of the redemption price of the Series B Bonds so called for redemption, with accrued interest thereon to the date fixed for redemption, interest on such Series B Bonds shall cease to accrue after such redemption date.

The County, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures ("CUSIP"), has caused CUSIP numbers to be printed on the Series B Bonds, and has directed the Paying Agent to use such numbers in notices of redemption and other notices, if any, as a convenience to the Registered Owners of the Series B Bonds. No representation is made by the County as to the accuracy of such numbers either as printed on the Series B Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

This Series B Bond shall be transferable upon books of the County kept at the aforesaid corporate trust office of the Paying Agent, by the registered owner hereof in person or by his duly authorized agent or legal representative at such corporate trust office of the Paying Agent, upon surrender hereof, together with a written instrument of transfer, in form and with guaranty of signature satisfactory to the County and the Registrar, duly executed by the registered owner hereof or his duly authorized agent or legal representative, and thereupon the County shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees, a new Series B Bond or Series B Bonds of any authorized denomination, of the same interest rate and maturity, and in the same aggregate principal amount as the Series B Bond so surrendered. The County and the Paying Agent may treat and consider the person in whose name this Series B Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal of or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The County and the Paying Agent shall not be required to: (a) issue, or register the transfer or exchange of, this Series B Bond during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Series B Bonds to be redeemed and ending on the close of business on such date on which the applicable notice of redemption is given; or (b) register the transfer or exchange of this Series B Bond after it has been selected for redemption, in whole or in part, until after the date fixed for redemption.

No recourse shall be had for the payment of the principal of and interest on this Series B 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, as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Series B Bond.

So long as The Depository Trust Company ("DTC") or its nominee, CEDE & CO., is the registered owner hereof, all payments of principal and interest on this Series B Bond shall be payable in the manner and at the respective time of payment provided for in the Letter of Representations (the "Letter of Representations").

So long as DTC or its nominee, CEDE & CO., is the registered owner of this Series B Bond, if all or less than all of the Series B Bonds of a particular maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods described in the Letter of Representations. If less than all of the Series B Bonds are to be redeemed, the Series B Bonds to be redeemed shall be selected by the County in any order the County may decide and within a maturity by lot selected by DTC. In the event DTC or its nominee, CEDE & CO., is not the registered owner of the Series B Bonds, then the selection by lot within a maturity of the Series

B Bonds to be redeemed shall be made by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest to the date fixed for redemption.

It is hereby certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Series B Bond or in creation of the debt of which this Series B Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Series B Bond, together with any other indebtedness of the County, if any, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the County. The County has covenanted, in the Ordinance, with the registered owners from time to time, of the Series B Bonds which shall be outstanding, from time to time, pursuant to the Ordinance, that the County, as appropriate, shall include the amount of debt service, for each fiscal year of the County in which sums are payable, in its budget for that fiscal year, shall appropriate such amounts to the payment of such debt service and duly and punctually shall pay or shall cause to be paid the principal of this Series B Bond and the interest thereon at the dates and place and in the manner stated herein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the County has and does pledge, irrevocably, its full faith, credit and taxing power. The Debt Act provides that the foregoing covenant of the County shall be enforceable specifically.

The County, in the Ordinance, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on this Series B Bond 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 all obligations of this Series B Bond.

This Series B Bond is issuable only in the form of a fully registered note, without coupons, in the denomination of \$5,000 or any whole multiple thereof. This Series B Bond, together with other Series B Bonds, at the option of the registered owner hereof, may be exchanged for an aggregate principal amount of a registered Series B Bond or Series B Bonds of the same series, designation, maturity and interest rate of any authorized denomination.

This Series B Bond shall not be entitled to any benefit under the Ordinance and shall not be valid or obligatory for any purpose until this Series B Bond shall have been authenticated by the Certificate of Authentication endorsed hereon duly signed by or in behalf of the Paying Agent.

The owner of this Series B Bond, by acceptance hereof, shall be deemed to have assented to all terms and conditions of the Ordinance.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County of Adams, Pennsylvania, has caused this Series B Bond to be duly executed in its name and on its behalf by the manual signature of the Chairman or Vice Chairman of the Board of Commissioners of the County (and may include the manual signature of any other member of the Board of Commissioners of the County) and a manual seal to be imprinted hereon and attested by the manual signature of its Chief Clerk.

COUNTY OF ADAMS

ATTEST:

Chairman, Board of Commissioners

Chief Clerk
[SEAL]

Member, Board of Commissioners

Member, Board of Commissioners

CERTIFICATE OF AUTHENTICATION AND CERTIFICATE AS TO OPINION
CERTIFICATE AS TO INSURANCE

It is certified that:

(i) This Series B Bond is one of the Series B Bonds designated therein, described in the within mentioned Ordinance;

(ii) The Opinion of Eckert Seamans Cherin & Mellott, LLC, Harrisburg, Pennsylvania, attached hereto, is a true and correct copy of an original Opinion which was signed and dated as of the date of original delivery of the Series B Bonds and is on file at our designated corporate trust office described in the within mentioned Ordinance where the same may be inspected; and

[(iii) The Statement of Insurance printed hereon refers to an original policy of insurance issued by of _____, New York, New York and on file at our designated corporate trust office where the same may be inspected.]

Company, _____ Manufacturers and Traders Trust
as Paying Agent
By: _____
Authorized Representative

DATE OF AUTHENTICATION: _____

STATEMENT OF INSURANCE

[TO BE COMPLETED]

ABBREVIATIONS

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

TEN COM - as tenants in common	UNIF GIFT MIN ACT-	
TEN ENT - as tenants by the entireties	_____	(Cust)
JT TEN - as joint tenants with	_____	Minor)
right of survivorship and	under Uniform Gifts to Minors Act	
not as tenants in common	_____	(State)

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

ASSIGNMENT AND TRANSFER

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

Please insert Social Security
or other identifying number
of assignee

(Please print or typewrite name and address including postal zip code of transferee)

the within Series B Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as Agent to transfer the within Series B Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Series B Bond, in every particular, without alteration or enlargement, or any change whatever.

[END FORM OF NOTE]

SECTION 29. Ratification.

The County hereby ratifies and confirms authorization to the County Solicitor, Eckert Seamans Cherin & Mellott, LLC as bond counsel to the County, the Financial Advisor and the Purchaser to undertake the necessary steps or to take necessary action relating to the marketing and issuance of the Bonds, including but not limited to the preparation and distribution of the Preliminary Official Statement. The Financial Advisor is authorized to prepare such additional schedules and to submit them to the Department as may be required,

and such schedules are hereby incorporated by, made a part of, and may be included as a part of, this Ordinance.

SECTION 29. Disclosure Covenants.

In accordance with Rule 15c2-12 (the "Rule") promulgated under the Securities Exchange Act of 1934, as amended, the County hereby covenants, with and for the benefit of the holders and beneficial owners (which shall include any person or entity that has a pecuniary interest in any of the Bonds) from time to time of the Bonds, to provide to the Municipal Securities Rulemaking Board (the "MSRB") in the manner prescribed by the MSRB (currently through the MSRB's Electronic Municipal Market Access System (the "EMMA System")), on an annual basis, certain annual financial information and operating data and notices of certain events as more fully set forth in the County's Continuing Disclosure Certificate, to be dated and executed concurrently with the issuance of the Bonds (the "Certificate").

Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Bond Purchase Agreement for sale of the Bonds and the Rule, and shall be substantially in the form previously utilized by the County, together with any changes therein made and approved by the Proper Officer executing the same, whose execution and delivery thereof shall constitute conclusive evidence of such approval.

The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Ordinance, failure of the County to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Section and such Certificate.

SECTION 30. Severability.

In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of this County that such remainder shall be and shall remain in full force and effect.

SECTION 31. Repealer.

Any resolutions or ordinances, or parts thereof, not in accordance with this Ordinance are hereby repealed insofar as they conflict with this Ordinance.

ENACTED by the Board of Commissioners of the County of Adams, in lawful session assembled, this 1st day of July, 2020.

COUNTY OF ADAMS

ATTEST:

/s/
Chairman, Board of Commissioners

Chief Clerk

/s/
Vice Chairman, Board of Commissioners

[SEAL]

/s/
Member, Board of Commissioners

Motion carried.

- Mr. Qually moved, seconded by Mr. Martin, to approve and sign the Professional Services Agreement with Susquehanna Group Advisors, Inc. of Harrisburg ("Consultant") wherein the Consultant will advise and assist and make recommendations regarding financing options to the County as it contemplates the issuance of debt to advance refund its currently outstanding fixed rate General Obligation Bonds, Series of 2012, and to finance various capital projects and to pay the costs of issuance. The County agrees to pay the Consultant a fee of \$35,000.00 in connection with the work related to the issuance of the Bonds.

Motion carried.

- Mr. Martin moved, seconded by Mr. Qually, to approve and sign the 2nd Amendment to Lease Agreement with The American National Red Cross, for a one (1) year extension of the Lease term on the lease premises at the Department of Emergency Services Building. The rent for the space is \$2500.00 annually, payable in equal monthly installments, commencing August 1, 2020.

Motion carried.

- Mr. Martin moved, seconded by Mr. Qually, to approve and authorize Chairman Randy Phiel to sign the Mercy House Change Order #2 dated June 16, 2020 submitted by Contractor Hull’s Electric Services, Inc. to add \$727.00 to the contract amount for the provision of washer and dryer receptacles.

Motion carried.

- Mr. Martin moved, seconded by Mr. Qually, to approve and sign the Adams County Remote Work Policy, wherein employees may be permitted to work from home, on the road, or in a satellite location for all or part of their regular workday or work week. As related to the COVID-19 pandemic, the remote work policy will reduce the number of employees on-site at County facilities to promote social distancing, while continuing to provide essential government services to County residents.

Motion carried.

Personnel Report:

Mr. Martin moved, seconded by Mr. Qually, to approve the Personnel Report as presented:

Security:

Recommendation from Mark Masemer, Director, to approve the employment of Roger Clise, Security Officer, effective July 13, 2020.

Adams County Adult Correctional Complex:

Recommendation from Katy Hileman, Warden, to approve employment of the following Corrections Officers, effective July 13, 2020: Albony Bluitt; Laura Palm; Austin Vogelsong; Donald Drybola; Tyler Brown; Lilly Singleton; Brian Howard; Jasmine Morrison; David Fernandez, and Noel Gonzalez, pending successful completion of preemployment screenings.

Separation of Employment with permission to post:

- Rescind offers of employment for Laura Palm, Oscar Bernal and David Fernandez, Corrections Officers, effective July 13, 2020
- Priscilla Spence, Corrections Officer, effective June 18, 2020

Motion carried.

Expenditures:

Mr. Qually moved, seconded by Mr. Martin, to approve the following expenditures for the period June 15, 2020 through June 26, 2020:

General Fund Total	\$ 1,674,265.38
General Fund	\$ 746,156.47
Payroll – Week #26	\$ 928,108.91
Children & Youth Services	\$ 162,915.06
HazMAT Fund	\$ 547.00
Commissary Fund	\$ 2,582.82
Records Management	\$ 3,170.06
Act 13 Bridge Improvements	\$ 4,863.14

Capital Projects - Reserve	\$ 43,317.30
911 Fund	\$ 273,460.68
Internal Service Fund	\$ 304,874.75

Motion carried.

Salary Board Meeting:

The Salary Board Meeting will be held following the Commissioners Meeting.

Adjournment:

Mr. Martin moved, seconded by Mr. Qually, to adjourn the Commissioner's Meeting at 10:00 a.m. this date.

Motion carried.

Respectfully submitted,

Paula V. Neiman
Chief Clerk