

No. 2022-01
ORDINANCE

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A PROPOSAL TO REDUCE THE INTEREST RATE ON THE COUNTY OF LUZERNE, COMMONWEALTH OF PENNSYLVANIA NONELECTORAL INDEBTEDNESS OF A GENERAL OBLIGATION NOTE, SERIES OF 2019, ORIGINALLY ISSUED IN THE PRINCIPAL AMOUNT OF \$33,305,000 FOR AND TOWARD FINANCING A CAPITAL IMPROVEMENT PROGRAM, A CURRENT REFUNDING PROGRAM AND PAYING THE COSTS OF ISSUING THE NOTE; PROVIDING FOR MAXIMUM INTEREST RATE, MAXIMUM MATURITY AMOUNTS AND PLACE OF PAYMENT WITH RESPECT TO THE 2019 NOTE; MAKING A COVENANT FOR THE PAYMENT OF THE DEBT SERVICE ON THE AMENDED AND RESTATED NOTE; PROVIDING FOR THE FILING OF ANY REQUIRED DOCUMENTS; AUTHORIZING THE EXECUTION OF DOCUMENTATION MEMORIALIZING THE CHANGE IN INTEREST RATE AND DELIVERY THEREOF INCLUDING THE DELIVERY OF AN AMENDED AND RESTATED NOTE AND AUTHORIZING OTHER NECESSARY ACTION.

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

WHEREAS, pursuant to the provisions of the Act, the County in 2019 determined to undertake a capital improvement program, including, but not limited to, the acquisition of a 911 system infrastructure and equipment and voting machines (collectively, the “**Capital Improvement Program**”) and to currently refund its General Obligation Notes, Series D of 2008, General Obligation Bonds, Series E of 2008, General Obligation Notes, Series of 2009 (collectively, the “**Refunded Bonds**”) in order to achieve debt service savings (the “**Refunding Program**”); and

WHEREAS, the County determined to finance the Capital Improvement Program and the Refunding Program by incurring indebtedness and issuing its aggregate principal amount \$33,305,000 General Obligation Note, Series of 2019 (the “**2019 Note**”), all in accordance with applicable and appropriate provisions of the Act by retaining PFM Financial Advisors LLC, as financial advisor (the “**Financial Advisor**”) who solicited competitive proposals for the purchase of the 2019 Note; and

WHEREAS, the 2019 Note is currently outstanding in the principal amount of \$33,155,000;

WHEREAS, the purchaser of the 2019 Note was awarded to Webster Public Finance Corporation, Providence, Rhode Island (“**Purchaser**”), who purchased the 2019 Note on November 26, 2019 at an interest rate of two and one hundred seventy four thousandths percent (2.174%) per annum;

WHEREAS, the Purchaser has proposed to amend the rate on the outstanding principal amount of the 2019 Note (\$33,155,000) to an interest rate of one hundred and ninety eight thousandths percent (1.98%) per annum and the County desires to accept the interest rate reduction (the “**Rate Reduction Proposal**”);

NOW, THEREFORE, BE IT ORDAINED, by the County Council of the County of Luzerne and it is hereby **ORDAINED** as follows:

SECTION 1. The County hereby authorizes the acceptance of the Rate Reduction Proposal. All other material provisions of the 2019 Note shall not be amended in conjunction with the Rate Reduction Proposal.

The County hereby acknowledges receipt of the Rate Reduction Proposal from the Purchaser, a copy of which is attached hereto as **Exhibit A** and shall be part of this Ordinance.

The Chair or Vice Chair is hereby authorized and directed to execute the Rate Reduction Proposal in accordance therewith, and deliver a copy of the same to the Clerk to County Council.

SECTION 2. The rate reduction may be memorialized through the execution of an Amended and Restated Note or in any other proper form (as amended in either form, the “**Amended Note**”). The County confirms said Amended Note is hereby declared to be a general obligation of the County. The County hereby confirms its existing covenants that the County shall include the amount of the debt service, as amended by the Amended Note for each fiscal year in which such sums are payable in its budget for that year; shall appropriate such amounts to the payment of such debt service; and shall duly and punctually pay or cause to be paid the principal of the Amended Note and the interest thereon at the dates and places and in the manner stated in the Amended Note according to the true intent and meaning thereof, and for such proper budgeting, appropriation, and payment, the full faith, credit and taxing power of the County is hereby irrevocably pledged. Attached hereto as **Exhibit B** is the revised debt service schedule reflecting the interest rate reduction. Attached hereto as **Exhibit C** is a Form of Amended Note.

SECTION 3. The Amended Note shall be executed in the name and under the corporate seal of the County by the Chair or Vice Chair and attested to by the Clerk to County Council or Treasurer. The Chair or Vice Chair is hereby authorized and directed to deliver said Amended Note to the purchaser, and if necessary, in exchange and cancellation for the 2019 Note. The Chair or Vice Chair and Clerk to County Council or Treasurer or any Assistant or Acting Clerk to County Council or Treasurer of the County or by any other officers of the County are authorized and directed to prepare, verify and file any necessary information with the Pennsylvania Department of Community and Economic Development, and any documents with the Internal Revenue Service, if necessary, including IRS Form 8038-G to preserve the tax exemption of the interest on the Amended Note from gross income for federal income taxation.

SECTION 4. Webster Bank, N.A., Conshohocken, Pennsylvania, shall continue as the Paying Agent and Sinking Fund Depository for the obligation herein authorized, and there is hereby created and established a Sinking Fund, to be known as “Sinking Fund-Series of 2019/2022 General Obligation Note,” for the payment of the principal and interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The Clerk to County Council or Treasurer or any Assistant or Acting Clerk to County Council or Treasurer of the County shall deposit or cause to be deposited into the Sinking Fund, which shall be maintained until such obligation is paid in full, sufficient amounts for payment of principal and interest on the obligation no later than the date upon which such payments shall become due. The Sinking Fund Depository shall, as and when said payments are due, without further action by the County, withdraw available monies in the Sinking Fund and apply said monies to payment of the principal of and interest on the obligation.

SECTION 5. The Chair or Vice Chair and Clerk to County Council or any other officers of the County are hereby authorized to contract with Webster Bank, N.A., for its services as Sinking Fund Depository and Paying Agent for the Note.

SECTION 6. The County hereby further authorizes the proper officers of the County to execute and deliver the Amended Note to the Purchaser.

SECTION 7. The County shall not assume the payment of any tax or taxes in consideration of the purchase of the Amended Note.

SECTION 8. The County hereby covenants not to take or omit to take any action so as to cause interest on the Amended Note to be no longer excluded from gross income for the purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Code, and all applicable regulations promulgated with respect thereto, throughout the term of the Note. The County further covenants that it will make no investments or other use of the proceeds of the 2019 Note which would cause the 2019 Note to be an “arbitrage bond” as defined in Section 148 of the Code. The County further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable.

SECTION 9. For the purpose of expediting the closing and the issuance and delivery of the Amended Note, or in the event that the Chair or the Clerk to County Council of the County shall be absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or either of them may be authorized to take pursuant to this Ordinance, the Vice Chair or any Assistant or Acting Clerk to County Council or Treasurer of the County or Acting County Manager, respectively, are hereby authorized and directed to execute documents, or otherwise to act on behalf of the County in their stead.

SECTION 10. The proper officers of the County are hereby authorized and directed to take any and all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Ordinance and the Act in the name and on behalf of the County.

SECTION 11. This Ordinance is enacted pursuant to, and the Amended Note issued hereunder shall be subject to, the provisions of the Act, and all of the mandatory provisions of the Act shall apply hereunder whether or not explicitly stated herein.

SECTION 12. In case any one or more of the provisions contained in this Ordinance or in the Amended Note issued pursuant hereto shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Ordinance or of the Amended Note and this Ordinance and the Amended Note shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

SECTION 13. All Ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

SECTION 14. This Ordinance shall take effect on the fifteenth (15th) day following its enactment.

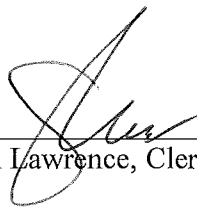
PASSED this 8th day of February, 2022.

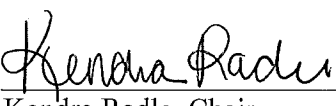
ROLL CALL VOTE (10-0)

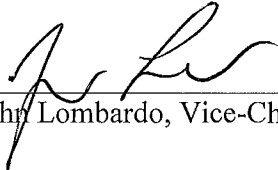
YES: Lescavage, Lombardo, McDermott, McGinley, Perry, Radle, Schnee, Thornton, SJ Urban and Wolovich

LUZERNE COUNTY COUNCIL

Attest:


Sharon Lawrence, Clerk of Council

By: 
Kendra Radle, Chair

By: 
John Lombardo, Vice-Chair

CERTIFICATE OF CLERK TO COUNTY COUNCIL

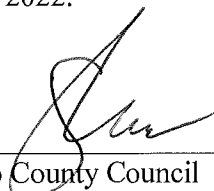
The undersigned, Clerk to the County Council of the County of Luzerne, **DOES HEREBY CERTIFY** that:

The foregoing Ordinance, attached hereto and made a part hereof, authorizing the interest rate reduction to the County of Luzerne's \$33,305,000 General Obligation Note, Series of 2019, was duly moved and seconded and enacted by a majority vote of the entire County Council at a duly called and convened public meeting of said Council held on February 8, 2022; and that public notice of said meeting was given as required by law; that the roll of the County Council was called and such members voted, were absent or abstained as follows:

<u>Name</u>	<u>Vote</u>
Kendra Radle, Chair	Yes
John Lombardo, Vice Chair	Yes
Kevin Lescavage	Yes
LeeAnn McDermott	Yes
Tim McGinley	Yes
Chris Perry	Yes
Robert Schnee	Yes
Brian Thornton	Yes
Stephen J. Urban	Yes
Gregory Wolovich, Jr.	Yes

Said Ordinance is a true, complete and correct copy of said Ordinance, which has not been altered, amended, modified, suspended or repealed and is still in full force and effect as of the date of the delivery of this Certificate.

WITNESS my hand and seal this 8th day of February, 2022.



Clerk to County Council

(COUNTY SEAL)

EXHIBIT A
RATE REDUCTION PROPOSAL



County of Luzerne, Pennsylvania
Summary of Modification to Existing Terms & Conditions¹
\$33,155,000 General Obligation Note, Series of 2019
(The "Notes/Obligations")

The terms and conditions contained herein are subject to satisfactory completion of due diligence, internal credit approval and such other conditions as may be required by Webster Bank, N.A. and the Webster Public Finance Corporation in its sole discretion. This term sheet is confidential and is not to be relied upon by third parties. Webster Bank, N.A. and the Webster Public Finance Corporation are not registered municipal advisors and cannot provide advice in connection with municipal financial products.

See Note Purchase Agreement dated September 20, 2019 (as amended) for remaining terms and conditions.

Submission Date:	January 5, 2022
Borrower:	County of Luzerne, Pennsylvania, (the "Borrower").
Purchaser:	Webster Public Finance Corporation ("WPFC", "Lender" or "Purchaser").
Par Amount:	\$33,155,000, currently held and funded by the Purchaser. The Note is originally dated November 26, 2019 and had an original principal amount of \$33,305,000 (the "2019 Note").
Closing:	Settlement on the modification of the 2019 Note will occur on or before March 5, 2022.
Final Maturity:	November 1, 2030.
Purpose:	The proceeds of the Series 2019 Note currently refunded the County's outstanding General Obligation Bond Series E of 2008, Series of 2009, General Obligation Notes, Series D of 2008, Series of 2009 provided for the new money needs of the County including but not limited to 911 system infrastructure and equipment, voting machines, and paid the cost of issuance of the 2019 Note.
Tax Status:	The 2019 Note will continue to be exempt from Federal and State Income Tax.
Bank Qualification:	The 2019 Note was not designated Bank Qualified under IRS Section 265(b)(3) as amended.
Security:	The 2019 Note is secured by the General Obligation Pledge of the Borrower and the full faith and credit of the Borrower is pledged to the payment of the principal of and the interest thereon. The Note is a valid and binding General Obligation of the Borrower. Unless paid from other sources, the Borrower is authorized and required by law to levy ad valorem taxes without limit as to rate

¹ For discussion purposes only. Does not constitute an offer or agreement to lend.

or amount necessary on all taxable property for the payment of the principal of and interest on the Notes.

Amortization:

No changes to amortization on the 2019 Note, with the following remaining payments:

Date	Principal
11/1/2022	\$ 1,495,000
11/1/2023	\$ 2,640,000
11/1/2024	\$ 240,000
11/1/2025	\$ 2,605,000
11/1/2026	\$ 1,660,000
11/1/2027	\$ 3,555,000
11/1/2028	\$ 5,000
11/1/2029	\$ 14,900,000
11/1/2030	\$ 6,055,000
Total	\$ 33,155,000

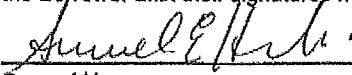
Interest is calculated based upon a 30/360 day count.

Interest Rate:

WPFC is amending the tax-exempt rate on the 2019 Note to 1.98%.

WEBSTER PUBLIC FINANCE CORPORATION

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Lender and the Borrower affix their signatures hereto on this ___ day of ___, 2022.

By: 
Name: Samuel Hanna
Title: Delegate for Christopher Motl
Vice President
Webster Public Finance Corporation

LUZERNE COUNTY, PENNSYLVANIA

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, the Lender and the Borrower affix their signatures hereto on this ___ day of ___, 2022.

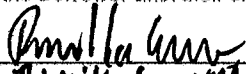
By: 
Name: Pamela Kraemer
Title: Acting County Manager

EXHIBIT B

**REVISED PRINCIPAL AND INTEREST PAYMENTS REFLECTING
INTEREST RATE REDUCTION**

LUZERNE COUNTY		<i>Settle</i>	2/25/2022
SERIES OF 2022		<i>Dated</i>	2/25/2022
REFUNDS THE SERIES OF 2019			

1	2	3	4	5	6	7	8	
<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>Existing Debt Service</u>	<u>Savings</u>	
5/1/2022		1.980	120,352.65	120,352.65				
11/1/2022	1,495,000	1.980	328,234.50	1,823,234.50	1,943,587.15	1,987,539.63	43,952.48	
5/1/2023		1.980	313,434.00	313,434.00				
11/1/2023	2,640,000	1.980	313,434.00	2,953,434.00	3,266,868.00	3,328,288.40	61,420.40	
5/1/2024		1.980	287,298.00	287,298.00				
11/1/2024	240,000	1.980	287,298.00	527,298.00	814,596.00	870,894.80	56,298.80	
5/1/2025		1.980	284,922.00	284,922.00				
11/1/2025	2,605,000	1.980	284,922.00	2,889,922.00	3,174,844.00	3,230,677.20	55,833.20	
5/1/2026		1.980	259,132.50	259,132.50				
11/1/2026	1,660,000	1.980	259,132.50	1,919,132.50	2,178,265.00	2,229,044.50	50,779.50	
5/1/2027		1.980	242,698.50	242,698.50				
11/1/2027	3,555,000	1.980	242,698.50	3,797,698.50	4,040,397.00	4,087,956.10	47,559.10	
5/1/2028		1.980	207,504.00	207,504.00				
11/1/2028	5,000	1.980	207,504.00	212,504.00	420,008.00	460,670.40	40,662.40	
5/1/2029		1.980	207,454.50	207,454.50				
11/1/2029	14,900,000	1.980	207,454.50	15,107,454.50	15,314,909.00	15,355,561.70	40,652.70	
5/1/2030		1.980	59,944.50	59,944.50				
11/1/2030	6,055,000	1.980	59,944.50	6,114,944.50	6,174,889.00	6,186,635.70	11,746.70	
TOTALS	33,155,000		4,173,363.15	37,328,363.15	37,328,363.15	37,737,268.43	408,905.28	
							County Cash Contribution	77,500.00
							Net Savings	331,405.28

EXHIBIT C

FORM OF AMENDED AND RESTATED NOTE

**AMENDED AND RESTATED NOTE
ORIGINALLY ISSUED NOVEMBER 26, 2019
RATE REDUCTION EFFECTIVE: _____, __ 2022**

**UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF LUZERNE
Commonwealth of Pennsylvania
\$33,155,000 General Obligation Note,
Series of 2022
Dated _____, 2022**

COUNTY OF LUZERNE, Commonwealth of Pennsylvania (the “**County**”), for value received, hereby promises to pay to Webster Public Finance Corporation, Providence, Rhode Island, or registered assigns hereof (the “**Purchaser**”) the principal sum of THIRTY-THREE MILLION ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$33,155,000) and to pay interest from the date hereof at the annual rate of one and ninety eight thousandths percent (1.98%) (the “**Basic Rate**”), payable on May 1 and November 1 of each year, commencing May 1, 2022 (each, an “**Interest Payment Date**”). Principal of this Note shall be fully amortized over the term of the loan by annual principal payments on November 1 of each year, commencing on November 1, 2022. The principal and interest on this Note shall be paid in installments as set forth on the schedule attached hereto and incorporated herein by reference.

Each payment on this Note shall be applied first to the payment of fees, charges or expenses of the Purchaser, if any, then to the payment of interest accrued and unpaid, and the balance of such installment shall be applied to any principal then due and payable. Anything herein to the contrary notwithstanding, the entire unpaid principal balance of this Note, together with all interest accrued thereon, shall be due and payable on November 1, 2030. The Purchaser must surrender this Note to the Paying Agent in order to receive final payment upon maturity or redemption in whole of this Note.

In the event any of the aforesaid payments of principal and interest in whole or in part are fifteen (15) days beyond their due date, the County shall pay the Purchaser a “**late charge**” equal to \$500.00 or five percent (5.00%) of the amount due on the due date, whichever is less, to cover the extra expense involved in handling delinquent payments.

Any payments not made as and when due shall bear interest from the date due until paid at the Default Rate, in Purchaser’s discretion. “**Default Rate**” means a rate equal to the lesser of

(a) the rate of interest provided under this Note plus three percent (3%) per annum, or (b) the highest rate of interest allowed by law.

All interest on this Note shall be calculated on the basis of a 30/360 day count. If the payment date for any payment of interest and/or principal falls on a Saturday, Sunday or Purchaser holiday for such sinking fund depository, such payment shall be made on the next succeeding business day (based on interest accrued through the nominal payment date).

The County covenants that it will not make any investment or other use of any portion of the "proceeds" of this Note (within the meaning of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "**Code**") or any applicable regulations thereunder) which would cause the Note to be an "arbitrage bond" as such term is defined in Section 148 of the Code or which would otherwise cause the interest on this Note to be includable in gross income of the Purchaser for purposes of federal income taxation under the Code. The County covenants to comply with the requirements of Sections 103 and 141 through 150 of the Code, and all applicable regulations promulgated with respect thereto, including, but not limited to, the requirements regarding the use or investment of the proceeds of the Note and the rebate requirements in Section 148(f) of the Code.

The Paying Agent for this Note is Webster Bank, N.A., with an office in Conshohocken, Pennsylvania. Payments of principal of and interest on this Note shall be made by check or draft mailed by the Paying Agent to the person in whose name the Note is registered for that purpose on the close of business on the last day preceding the Interest Payment Date (the "**Record Date**"); provided, however that, upon request of the registered owner hereof to the Paying Agent, such payments shall be by wire transfer or internal bank transfer by the Paying Agent to an account designated by the registered owner.

This Note is transferable by the Purchaser hereof or his duly authorized attorney upon presentation of this Note at the payment office of the Paying Agent by execution of the assignment form hereon in a manner satisfactory to the Paying Agent. Transfers shall be recorded by the Paying Agent on the books maintained for such purpose and upon the Certificate of Registration attached to this Note. The County may treat the person in whose name this Note is registered on the registration books maintained by the Paying Agent as the absolute owner of this Note for all purposes and despite notice to the contrary.

This Note is issued in fully registered form in the principal amount of \$33,155,000 in accordance with the Act and pursuant to an Ordinance of the County duly originally passed on October 7, 2019 (the "**Original Ordinance**") and an Ordinance of the County duly passed on February 8, 2022 which accepted a rate reduction proposal from the original purchaser with respect to the principal amount outstanding on March 1, 2022 and thereafter until final maturity of November 1, 2030 (the "**Rate Reduction Ordinance**," together with the Original Ordinance, the "**Ordinance**"). This Note is issued for the purposes set forth in the Ordinance. Reference is hereby made to the Act and the Ordinance for complete statement of the provisions thereof.

Under the laws of the Commonwealth of Pennsylvania, the interest on this Note shall at all times be free from taxation within the Commonwealth of Pennsylvania, but this exemption shall

not extend to gift, estate, succession or inheritance taxes or any other taxes not levied or assessed directly on this Note or the interest thereon. Profits, gains or income derived from the sale, exchange or other disposition of this Note are subject to state and local taxation.

Upon (i) the occurrence of a “Determination of Taxability”, as defined in the following paragraph, or (ii) in the event this Note is declared taxable for Pennsylvania tax purposes (as specified hereinabove); the interest rate payable hereunder may, at the sole discretion of the Purchaser, be increased to a taxable rate (the “Taxable Rate”), with respect to any interest payment (including payments made prior to the Determination of Taxability), equal to the rate necessary to calculate a total payment in an amount sufficient such that the sum of the interest payment plus an additional payment would, after reduced by the federal tax (including interest and penalties) actually payable thereon or loss of deduction for interest expense, equal the amount of the interest payment that would have been made but for the Determination of Taxability, subject to a maximum rate of 12.0% per annum.

For the purposes of the preceding paragraph, the phrase “**Determination of Taxability**” shall refer to the earliest to occur of the following: (a) the effective date of a statute or regulation eliminating in whole or in part the presently applicable exemption from federal income taxes for interest payable under this Note, or (b) the date of a determination by decision or ruling by a judicial or duly constituted administrative authority to the effect that such exemption is not available or is no longer available or is contrary to law, or (c) the date upon which the Internal Revenue Service asserts in writing that such interest is taxable to the Purchaser in whole or in part or takes any other official action (including the issuance of a statutory notice of deficiency, the denial of a claim for refund, or the assessment of any tax) the effect of which is to assert against or impose upon the Purchaser a tax attributable to the Purchaser’s receipt of (or right to receive) such interest.

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

The County agrees to submit annually to the Purchaser (i) the County’s Audited Annual Financial Statements within nine (9) months of the close of County’s fiscal year; (ii) the County’s proposed and approved annual budget for the upcoming fiscal year; (iii) the County’s most recent tax roll data that shows the assessed value of the County; and (iv) a list of the top ten (10) taxpayers.

The principal amount of the Note outstanding shall be subject to prepayment prior to maturity, at the option of the County, at any time, upon fifteen (15) days written notice to the Purchaser, as a whole or, from time to time, in part, on any date, in any order of maturity or portion of a principal installment, as specified by the County, upon payment of the principal amount to be redeemed together with accrued interest thereon to the date fixed for prepayment and without any premium or penalty. Any partial prepayment of principal may be credited against such stated

installments of principal on the Note as the County may designate in writing to the Purchaser at the time of prepayment; otherwise a partial prepayment shall be applied against the principal installments last, by date, due and payable.

It is hereby certified that all actions required by the Act to be taken to render this Note valid and obligatory have been duly taken pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed precedent to and in the authorization and issuance of this Note exist, have happened and have been performed in regular and due form and manner and as required by law; and that all existing indebtedness of the County is within every limitation prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania.

The Purchaser shall not by an act of omission or commission be deemed to waive any of its rights or remedies hereunder unless such waiver be in writing and signed by the Purchaser, and then only to the extent specifically set forth therein; a waiver of one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

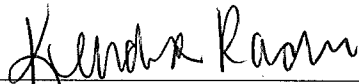
If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in favor of the Purchaser in order to effect the provisions of the Note.

This Note does not pledge the general credit or taxing power of the Commonwealth of Pennsylvania or any political subdivision of the Commonwealth of Pennsylvania, other than the County.

The words "Purchaser" and "County" whenever occurring herein shall be deemed and construed to include the respective heirs, personal representatives, successors and assigns of the Purchaser and the County. This instrument shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound, the County has duly executed this Amended and Restated Note this ___ day of _____, 2022.

COUNTY OF LUZERNE, PENNSYLVANIA

By: 
Chair, County Council

ATTEST:


Clerk to County Council

(COUNTY SEAL)

**CERTIFICATE OF REGISTRATION
NOTICE. NO WRITING HEREON EXCEPT
BY PAYING AGENT ON BEHALF OF THE COUNTY**

It is hereby certified that the foregoing Note is registered as to principal and interest as follows:

<u>Name of Registered Owner</u>	<u>Address of Registered Owner</u>	<u>Date of Registration</u>	<u>Paying Agent's Authorized Signature</u>
Webster Public Finance Corporation	50 Kennedy Plaza Suite 1110 Providence, RI 02903	_____, 2022	_____

SCHEDULE OF INTEREST AND PRINCIPAL PAYMENTS

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer said Note on the books of the within named Purchaser, with full power of substitution in the premises.

Tax Identification No.

Dated: _____

NOTICE: The signature on this assignment must correspond with the name as it appears upon the fact of the within Note in every particular, without alteration or any change whatever.