

August 18, 2016

A meeting of the Westmoreland County Commissioners met in regular session beginning at 10:04am in the Commissioners Public Meeting Room, Courthouse Square, Greensburg, PA. The following were present Chairman Gina Cerilli, Vice-Chairman Ted Kopas, Secretary Charles W. Anderson and County Solicitor Melissa A. Guidy. The following business was conducted;

Pastor Mike Hampton, New Stanton Assembly of God Church, gave an invocation before the meeting and Commissioner Cerilli led the Pledge of Allegiance

GENERAL AGENDA

Motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve minutes of regular meeting held Thursday, July 14, 2016 and the special meeting held Thursday, July 21, 2016, as presented

OPPORTUNITY FOR PUBLIC COMMENT

Jeff Petrusky, Eric Ryan Corporation; a utility & telecommunications auditing firm and want to provide services to the county once again. Would like the Board to reconsider, they have provided you a good offer and would appreciate if it was reconsidered.

Johanna Sheppard, 4-H Extension Educator, Penn State Cooperative Extension; spoke about the 4-H Round Up at the Westmoreland County Fair, the following students also spoke about the Fair and their projects Sabrina Hayward and her bunny Jem, Dominic Panichelle spoke about his vest, Clara and Julia Panichelle also spoke about their projects. Johanna also submitted a report to the Board, the Impact of Cooperative Extension.

David Barrell, Amalgamated Transit Union; thanked Commissioners for participating in Ride-Along days; he goes on to say that ATU 1738 works with the Commissioners and the Transit Authority to serve and provide the citizens & taxpayers of the County with superior transit services. Recently a driver was injured and was notified to complete the run; the intention is to take this through the appropriate channels and to higher levels

Paul McCommons, Unity Township; spoke about the ongoing conflict between the Warden and Sheriff; he stated that the Sheriff raises concerns about personnel issues of the Warden, but the Sheriff needs to look at his own office. He states that the Sheriff is no better than the Warden, he is probably worse. He continues that he knows the Commissioners don't have control over the Sheriff, but they do have control over who is the chair of the Prison Board and the budget of the Sheriff's Office.

SOLICITORS REPORT

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Sharon Bold, Director, Adult Probation and Meghan McCandless, Director of Financial Administration motion was made by Mr. Kopas seconded by Mr. Anderson and unanimously agreed to approve the following items for **Adult Probation:**

- (A) Grant-In-Aid Continuing Program Application and Agreement with the **PENNSYLVANIA BOARD OF PROBATION AND PAROLE, in the amount of \$3,486,632.00** (\$76,736.00 County Soft Match; PA Board of Probation and Parole), for “**Grant-in-Aid for the Improvement of County Adult Probation Services,**” for the fiscal year July 1, 2016 through June 30, 2017. This is the fifth year of a five-year contract covering the period from July 1, 2012 through June 30, 2017.

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Dirk Matson, Administrator and Meghan McCandless, Director of Financial Administration (items A, B & C) motion was made by Mr. Anderson seconded by Mr. Kopas and unanimously agreed to approve the following items for **Area Agency on Aging:**

- (A) Inter-Agency Agreement with **WESTMORELAND MANOR**, in the amount of **\$5,192.00** (No Cost to Westmoreland County, Aging Services Block Grant) for “**Aging Services-Emergency Admission Services**” for the term July 1, 2016 through June 30, 2017
- (B) Agreement with **ZELENKOFKSKE AXELROD, LLC.**, Harrisburg, PA in the amount of **\$132,200.00** (No Cost to Westmoreland County, Aging Block Grant) for “**Aging Services-Auditing Services for AAA,**” for the term July 1, 2016 through June 30, 2019
- (C) Amendments for the term July 1, 2015 through June 30, 2016:
 - (1) **LUTHERAN SERVICE SOCIETY OF WESTERN PA**, dated June 4, 2015 in the amount of **\$593.85 additional** (Total Agreement \$303,067.85, Aging Block Grant, No Cost to Westmoreland County) for “**Aging Services-Senior Center Services**”
 - (2) **NUTRITION, INC.**, dated June 4, 2015 in the amount of **\$14.02 additional** (Total Agreement \$306,533.02, Aging Block Grant, No Cost to Westmoreland County) for “**Aging Services-Senior Center Services**”
 - (3) **ALLE-KISKI SENIOR CENTER, INC.**, dated June 4, 2015 in the amount of **\$1,485.36 additional** (Total Agreement \$530,274.36, Aging Block Grant, No Cost to Westmoreland County) for “**Aging Services-Senior Center Services**”

- (D) Participation & Cost Sharing Memorandum of Understanding between **Active Aging, Inc., Aging Services, Inc., Allegheny County AAA, Armstrong County AAA, Beaver County Office on Aging, Blair Senior Services, Inc., Bradford-Sullivan-Susquehanna-Tioga AAA, Cameron-Elk-McKean AAA, Clarion AAA, Clearfield County AAA, Columbia-Montour AAA, Erie AAA, Huntington-Bedford-Fulton AAA, Jefferson County AAA, Lebanon County AAA, Lehigh County Office on Aging & Adult Services, Mercer County AAA, Monroe County AAA, Northumberland AAA, Perry County AAA, Somerset County AAA, Southwestern Pennsylvania Area Agency on Aging, Union-Snyder Agency on Aging, Inc., Venango County Older Adult Services, Warren-Forrest AAA, Westmoreland County AAA, Wayne County AAA and York County AAA** to form a non-profit corporation to be known as **Comprehensive Care Connections, Inc.**, for the purpose of contracting with managed care organization to provide direct social services and support to eligible consumers in Pennsylvania. The County's estimated share of startup costs is not to exceed **\$36,702.00**, with the County being able to terminate its participation in the MOU at any time and only be responsible for its share of the startup costs incurred through the date of termination.

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Austin Breegle, Administrator and Meghan McCandless, Director of Financial Administration motion was made by Mr. Kopas, seconded by Mr. Anderson and unanimously agreed to approve the following items for **Behavioral Health & Developmental Services:**

- (A) Consider approval of Amendments to the following Agreements for the term July 1, 2015 through June 30, 2016:
- (1) **PA ASSOCIATION FOR THE BLIND dba WESTMORELAND COUNTY BLIND ASSOCIATION**, dated July 18, 2015 in the amount of **\$60,525.00 additional** (DHS \$57,731.00, County \$2,794.00; Total Agreement \$109,041.00) for **“Behavioral Health/Developmental Services: Facility Based Voc Rehab Services, Home & Comm Hab Level 3, Pre Vocations (Levels 1 & 2), Transportation (trip) Zone 1, Transportation (trip) Zone 1 (OTO)”**
 - (2) **WESTMORLEAND CASEMANAGEMENT & SUPPORTS, INC.**, dated August 13, 2015 in the amount of **\$183,335.00 additional** (DHS \$174,871.00, County \$8,464.00; Total Agreement \$2,916,810.00) for **“Behavioral Health/Developmental Services: Peer Supports, Peer Supports (Tele), Blended Case Mgmt (FFP, Non FFP), Comm Svc, FSS Comp Comm Support Svcs (Children, Adult), Admin Case Mgmt, Admin Case Mgmt (Tidgwell, BHRS, CJ Liasons, OTO Vehicle), Comm SVC (OTO Vehicle), Supports Coord (ID Case Mgmt), MR TSM AO”**

(B) Agreements for the term July 1, 2016 through June 30, 2017:

- (1) **COMMUNITY LIVING CARE**, Greensburg, PA in the amount of **\$461,832.00** (DHS \$440,511.00, County \$21,321.00) for “**Developmental Services: Companion Services Level 3, Home & Community Hab Level 3, Community Hab Base, Transportation (Zone 1 Short, Zone 2 Med), Support Med, Environ Level 3, Family Aide Level 3, Adult Dev Training (Training)**”
- (2) **ADELPHOI VILLAGE**, Latrobe, PA in the amount of **\$162,000.00** (DHS \$154,521.00, County \$7,479.00) for “**Behavioral Health: CEBP Multisystemic Therapy, CS Parent Mentor**”
- (3) **WESLEY SPECTRUM SERVICES**, Wilkinsburg, PA in the amount of **\$20,000.00** (DHS \$19,077.00, County \$923.00) for “**Behavioral Health: Outpatient (Diagnostic Interview (Adult/Child), Individual Therapy, Family Therapy, Group Therapy, Med Check), Family Based (Individual, Team)**”
- (4) **FIRST STUDENT**, North Huntingdon, PA in the amount of **\$12,155.00** (DHS \$11,594.00, County \$561.00) for “**Behavioral Health/Developmental Services: Non-Emergency Transportation, Transportation Zone 1 (Short)**”
- (5) **GREENE COUNTY HUMAN SERVICES**, in the amount of **\$10,152.00** (No Cost to Westmoreland County) for “**Health Care Quality Unit**”
- (6) **YMCA OF GREENSBURG**, Greensburg, PA in the amount of **\$17,677.00** (DHS \$16,861.00, County \$816.00) for “**Developmental Services: Community Habilitation Base**”
- (7) **WESTMORELAND DRUG & ALCOHOL COMMISSION, INC.**, Monessen, PA in the amount of **\$49,062.00** (No Cost to Westmoreland County) for “**Behavioral Health: S.A.P Core Team Liason**”
- (8) **NHS PENNSYLVANIA**, Harrisburg, PA in the amount of **\$104,315.00** (DHS \$99,499.00, County \$4,816.00) for “**Behavioral Health: Enhanced Personal Care Home**”

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Shara Saveikis, Administrator and Meghan McCandless, Director of Financial Administration (items E, F & G) motion was made by Mr. Anderson, seconded by Mr. Kopas and unanimously agreed to approve the following items for **Children's Bureau**:

- (A) Child Welfare Information Solution Data Sharing Agreement with the **PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES** for the term of January 1, 2017 through September 30, 2017 (No Cost to Westmoreland County).
- (B) Child Welfare Information Solution Data Sharing Agreement with the **PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES** for the term of October 1, 2017 through September 30, 2018 (No Cost to Westmoreland County).
- (C) Agreement with **EMILY SURACE**, Pleasant Unity, PA and the **UNIVERSITY OF PITTSBURGH**, Pittsburgh, PA (**No cost to Westmoreland County**; Title IV-E) for “**Child Welfare Education for Leadership (CWEL) Program**”, providing for funding for graduate school studies for CYS employee.
- (D) Agreement with **AMIE MARIE SKOLAK**, Jeannette, PA and the **UNIVERSITY OF PITTSBURGH**, Pittsburgh, PA (**No cost to Westmoreland County**; Title IV-E) for “**Child Welfare Education for Leadership (CWEL) Program**”, providing for funding for graduate school studies for CYS employee, in return for commitment to work for the Westmoreland County Children's Bureau following graduation. County approval is contingent upon actual receipt of funds from the University of Pittsburgh to reimburse the County for 95% of the salary and benefits paid to the student and the agreement shall terminate if funding from the University of Pittsburgh should cease.
- (E) Amendment to Agreement with **COMMUNITY SPECIALISTS CORP dba THE ACADEMY**, dated June 23, 2016 (**Title IV-E, Act 148, County**) to add “**Diagnostic Unit**” in the per diem amount of **\$159.98** for the term July 1, 2015 through June 30, 2016
- (F) Agreements for the term July 1, 2015 through June 30, 2016:
 - (1) **NHS PENNSYLVANIA**, Harrisburg, PA (**Medical Assistance, Title IV-E, Act 148, County**) for “**Foster Care Plus, Therapeutic Foster Care, Respite Care,**” at the following per diem rates:
 - \$86.50 for Foster Care Plus**
 - \$156.47 for Therapeutic Family Care-MA**
 - \$152.47 for Therapeutic Family Care-Non MA**
 - \$93.00 for Respite Care**

- (2) **FAMILY CARE FOR CHILDREN & YOUTH, INC.**, Milton, PA (Title IV-E, Act 148, County) for “Foster Care,” at the following per diem rates:

\$66.42 for Foster Care (ages 3-18)
\$58.12 for Foster Care (ages 0-3)
\$66.42 for Foster Care-mother with dependent infant
\$35.27 for Foster Care-dependent infant with mother
\$101.69 for Foster Care-mother w/nondependent infant
\$60.42 for Emergency Foster Care (ages 3-18)
\$58.12 for Emergency Foster Care (ages 0-3)
\$66.42 for Emergency Foster Care Mother
\$35.27 for Emergency Foster Care-Infant w/mother
\$101.69 for Emergency Foster Care-mother w/nondependent infant

- (G) Agreements for the term July 1, 2016 through June 30, 2017:

- (1) **NEVEAH, INC.**, Greensburg, PA (TANF, Act 148, County) for “Counseling Services,” as per the fee schedule.

- (2) **ADELPHOI EDUCATION, INC.**, Latrobe, PA (TANF, County, Act 148) for “Day Treatment,” at the following per diem rates:

\$70.00 for Day Treatment Regular School Year
\$110.00 for Day Treatment Regular Non School Year

- (3) **CATHOLIC CHARITIES OF THE DIOCESE OF GREENSBURG**, Greensburg, PA (TANF, Act 148, County) for “Counseling Services, Adoption Home Studies, Child Profiles, Child Prep Services,” at the following rates:

\$52.29/hour for Counseling Services
\$2,500.00/per profile for Family Profile/Adoption Home Study
\$150.00/hour (max 2 hour sessions) for Mediation of Open Agreement
\$2,000.00/per profile for Child Profile
\$30.00/hour for Travel Time & Record Review Outside of Diocese
\$0.54/mile for mileage (when traveling outside Diocese)
\$2,000.00/child for Child Preparation Services
\$60.00/per session for Termination of Parental Rights Counseling

- (4) **ROBERT A. LOWENSTEIN. MD**, Pittsburgh, PA (**Act 148, TANF, County**) for “**Psychiatric Evaluations, Medication Management,**” at the following rates:

\$200.00/evaluation for **Psychiatric Evaluation**
\$76.00/office visit for **Medication Management**
\$50.00/fifteen minutes for **Court Testimony**
\$125.00/hour for **Court Preparation**
\$125.00/hour for **Consultation with Staff**
\$95.00/evaluation for **Typed Evaluation**

- (5) **OUTSIDE IN SCHOOL OF EXPERIENTIAL EDUCATION, INC.**, Greensburg, PA (**TANF, Act 148, County**) for “**Outpatient Substance Abuse, Family First Program, Groups, MDFT,**” at the following rates:

\$78.00/hour for **Outpatient Substance Abuse (MA Denial)**
\$46.00/hour/person for **Outpatient Substance Abuse Group Rate**
\$69.00/hour for **Family First**
\$46.00/hour/person for **Family First Group Rate**
\$69.00/person for **Family First Compliance Monitoring & urinalysis testing (plus test kit cost)**
\$44.91/fifteen minutes for **Multidimensional Family Therapy (MDFT)**
\$0.54/mile for **Mileage**

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, John Peck, District Attorney, Amy Garris, Victim/Witness Coordinator and Meghan McCandless, Director of Financial Administration motion was made by Mr. Kopas, seconded by Mr. Anderson and unanimously agreed to approve the following items for **District Attorney-Victim/Witness:**

- (A) Acceptance of Grant Funds from **PENNSYLVANIA COMMISSION ON CRIME & DELINQUENCY**, in the amount of **\$228,788.00** (No Cost to Westmoreland County) for “**Emergency Response Project,**” for the term July 1, 2016 through June 30, 2019.

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Tracy Sheehan Zivkovich, Chief Human Resource Officer motion was made by Mr. Anderson, seconded by Mr. Kopas and unanimously agreed to approve the following item for **Human Resources:**

(A) New Hires, ReHire, Resignations, Retirements and Terminations:

- New Hires:** Christopher Marsili - Asst Public Defender 66%
Caitlin Bumar - Judicial Law Clerk
Elisah Rehard - Maint Aide Temp
Heather Nyberg - Dist Justice Secy Trainee
Kimberly Geary - Office Clerk Trainee-Clk of Courts
Scott Dzik - Housekeeping Temp
Mark Pruger - Correctional Officer P/T
Ryan Russell - Correctional Officer P/T
Stephen Baksis - Correctional Officer P/T
Kirk Golembiewski - Correctional Officer P/T
Thomas Frady - Correctional Officer P/T
Jeremy Hough - Correctional Officer P/T
Eric Boland - Correctional Officer P/T
Alexander Pacelli - Correctional Officer P/T
Nikki Cramer - Correctional Officer P/T
Katherine Frey - Correctional Officer P/T
Matthew Springer - Correctional Officer P/T
Bryan Blehart - Correctional Officer P/T
Nicholas Carmichael - Correctional Officer P/T
Merle Sager - Food Service Worker Temp
Rachel Elsbury - Housekeeping Temp
- ReHire:** Chelsi Stephens - Aging Care Manager II
- Resignations:** Janae Sledge - Court Assistant
Cynthia Woods - Law Library Technician
Joseph Massaro - Asst Public Defender 66%
Matthew Johnson - Maint Aide Temp
Erin Frazier - District Justice Secy II
George C. Miller, Jr. - Judicial Law Clerk
Eden Minarik - Law Clerk Temp
Lauren Marshall - Co Caseworker II
Scott Urias - Park Police- PT
Michael Broker - Park Police- PT
Morgan Baughman - Deputy Sheriff-PT
Anthony Pologruto - GIS Director
Tyler Mears - Clerk Typist Trainee Temp
Philomena Debone-Vanek - Switchboard Operator-PT
Amory Merriman - Legal Secretary I
Rashida Austin - Nurse Aide
Teresa Fontanazza - LPN
Keshia Jamison - Nurse Aide
Kim Stahl - Nurse Aide
Troy Nedley - Nurse Aide Trainee Temp
- Retirements:** Cheryl Lukus - District Justice Secy II
Judith Pacek - District Justice Secy II
Cynthia Smail - Domestic Relations Aide
Mark Taylor - Deputy Sheriff
- Terminations:** Bonita Hughey - Correction Officer P/T
Justin Miney - Juvenile Service Worker Temp
Mary Kokoska - Juvenile Youth Worker – F/T

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and David Ridilla, Executive Director, motion was made by Mr. Kopas, seconded by Mr. Anderson and unanimously agreed to approve the following item for **Information Systems:**

- (A) Record Access Agreement for computer terminal access to Courthouse records as per fee schedule, commencing according to the date specified in each agreement and ending on November 30, 2016, with automatic renewal, with the following and authorize the Executive Director of Information Systems to execute contract documents on behalf of the county:
 - 1) Dillon McCandless King Coulter & Graham, LLP, Cranberry, PA
 - 2) Collodi Realty, Lower Burrell, PA
 - 3) Fox Rothschild LLP, Philadelphia, PA
 - 4) Blu Sky Services, Raleigh, NC
 - 5) Broadview Networks Inc., King of Prussia, PA

- (B) Renewal of maintenance agreement contracts with **KRONOS INCORPORATED**, Chelmsford, MA. The maintenance agreement contracts are for the iSeries Timekeeper/AS-2500 Employees software in the amount of **\$2,613.39** for a period of one year from September 27, 2016 through September 26, 2017, and for a hardware maintenance agreement covering 15 Biometric Time Clock in the amount of **\$6,957.71** for the same one year period. Total cost is **\$9,571.10**

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and James Ringdal, Director motion was made by Mr. Anderson, seconded by Mr. Kopas and unanimously agreed to approve the following item for **Juvenile Detention:**

- (A) Purchase of Service Agreement with **BEDFORD COUNTY** to provide “**Youth Shelter Services,**” at the per diem rate of **\$190.00** for the term July 1, 2015 through June 30, 2016

- (B) Purchase of Service Agreement with **BEDFORD COUNTY** to provide “**Secure Detention Services,**” at the per diem rate of **\$199.00** for the term July 1, 2015 through June 30, 2016

- (C) Purchase of Service Agreement with **SOMERSET COUNTY** to provide “**Secure Detention Services,**” at the per dime rate of **\$199.00** for the term July 1, 2014 through June 30, 2015

- (D) Purchase of Service Agreement with **SOMERSET COUNTY** to provide “**Secure Detention Services,**” at the per diem rate of **\$199.00** for the term July 1, 2015 through June 30, 2016

- (E) Memorandum of Understanding with Excelsa Health for services related to implementation of the Federal Prison Rape Elimination Act (PREA) mandates, subject to termination by either party without cause with thirty (30) days written notice.
- (F) Professional Services Agreement with **LOGISTICS PLUS LINGUISTIC SOLUTIONS**, Erie, PA, for “**Interpreting, Document Translation and Linguistic Services**” for those languages set forth in the Agreement as needed by the County for the period of August 1, 2016 through August 1, 2017, with either party having the ability to terminate the Agreement upon sixty (60) days written advanced notice. In-Person Interpreting Rates are \$45.00 per hour for the first hour if made with more than 48 hours notice; appointments made with less than 48 hours notice are billed at \$55.00 per hour plus travel expenses. Over the phone interpretation rates are set forth in appendix A to the Agreement. Translation of documents is twenty (20) cents per word for Spanish documents, with all other languages billed at twenty-three (23) cents per word.
- (G) Memorandum of Understanding with the Westmoreland County Park Police pertaining to investigations under the Federal Prison Rape Elimination Act (PREA).

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Addie Beighley, Director and Meghan McCandless, Director of Financial Administration, motion was made by Mr. Kopas, seconded by Mr. Anderson and unanimously agreed to approve the following items for **Juvenile Probation:**

- (A) Agreements for the term July 1, 2015 through June 30, 2016:
 - (1) **CAMBRIA COUNTY**, Ebensburg, PA (**Act 148, County**) for “**Detention,**” at the per diem rate of **\$225.00**
 - (2) **ALTERNATIVE REHABILITATION COMMUNITIES, INC.**, Harrisburg, PA (**Title IV-E, Act 148, County**) for “**Residential, Special Needs, Secure,**” at the following per diem rates:
 - \$201.59 for Residential**
 - \$217.20 for Residential Special Needs**
 - \$209.48 for Secure**
 - (3) **TAYLOR DIVERSIONS PROGRAMS**, Tionesta, PA (**Title IV-E, Act 148, County**) for “**Residential Independent Living,**” at the per diem rate of **\$199.00**

Upon review and recommendation of Melissa A. Giddy, County Solicitor and Jason Rigone, Director, motion was made by Mr. Anderson, seconded by Mr. Kopas and unanimously agreed to approve the following item for **Planning**:

- (A) Subrecipient Agreements. Funding is provided by the U.S. Department of Housing and Urban Development (HUD) through its Community Development Block Grant (CDBG) Program. There will be no costs to the County.

ACTIVITY CODE	SUBRECIPIENT	ACTIVITY DESCRIPTION	ACTION TAKEN
16-10A	Westmoreland Community Action	Transitional Housing	\$50,000.00
16-21A	Westmoreland County Housing Authority	Emergency Housing Rehabilitation	\$100,000.00
16-20A	Redevelopment Authority of County of Westmoreland	Demolition	\$100,000.00
16-13A	Lower Burrell	Removal of Architectural Barriers	\$70,000.00
16-25A	Avonmore Borough	Street Reconstruction	\$105,000.00
16-25B	Bolivar Borough	Street Reconstruction and Storm Water Inlets	\$91,000.00
16-22A	Derry Township	Water Line Extension	\$138,000.00
16-25C	Donegal Borough	Street Reconstruction and Storm Water Inlets	\$23,000.00
16-25D	Hempfield Township	Street Reconstruction	\$130,000.00
16-25E	Manor Borough	Sidewalk Reconstruction	\$175,000.00
16-28A	Mt. Pleasant Borough	Recreational Facilities	\$47,000.00
16-25F	North Belle Vernon	Street Reconstruction	\$64,000.00
16-22B	South Huntingdon Township	Water Line Extension	\$139,000.00
16-25G	Southwest Greensburg Borough	Street Reconstruction	\$93,000.00
16-13B	Trafford Borough	Removal of Architectural Barriers	\$10,000.00
16-25H	Trafford Borough	Retaining Wall	\$12,000.00
16-25I	Vandergrift Borough	Street Reconstruction	\$366,000.00
16-25J	West Leechburg Borough	Street Reconstruction	\$41,000.00
16-25K	West Newton Borough	Street Reconstruction	\$145,000.00
16-13C	Youngwood Borough	Removal of Architectural Barriers	\$97,000.00
16-25L	Westmoreland County Housing Authority	Street Reconstruction	\$212,000.00

- (B) **Resolution #R-34-2016** amending FY 2009 of the County's Community Development Block Grant (CDBG) Program.

RESOLUTION #R-34-2016

WHEREAS, the Westmoreland County Board of Commissioners find it necessary to make an amendment to the Federal Fiscal Year 2009 Westmoreland County Community Development Block Grant program. The amendment will extend the term of the Subrecipient Agreement between Westmoreland County and the Private Industry Council of Westmoreland/Fayette, Inc. for one calendar year from August 14, 2016 until August 14, 2017.

WHEREAS, the Board of Commissioners in full accordance with guidelines set forth in the officially adopted Citizen Participation Plan for the County of Westmoreland, adopted January, 1975 and revised July, 2006, have determined that the proposed amendment is not a substantial change and therefore does not require notification to the public of intent to amend said CDBG Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Westmoreland that the amendment as described on the attached summary are hereby in all respects approved.

- (C) Amendment 04 to Subrecipient Agreement 09-07A with **Private Industry Council of Westmoreland/Fayette Inc.** The amendment extends the term of the agreement for one year, to a new end date of August 14, 2017; all other terms remain unchanged.
- (D) Amendment to Subrecipient Agreement PHARE-13A with the **City of Monessen.** Under this amendment, the County agrees to reduce the purchase price for blighted properties held in the County repository from \$350.00 to \$1.00 per parcel. Due to this reduction in price, the remaining PHARE funding in the amount of \$35,743.00 that was originally allocated to be used for the acquisition of blighted properties will be redirected toward the demolition of blighted structures on these properties. This Amendment is contingent upon the Pennsylvania Housing Financing Authority approval.
- (E) Agreement between the County of Westmoreland and the **Southwestern Pennsylvania Corporation (SPC)** for work in SPC's approved 2016-2018 Unified Planning Work Program. This agreement is for a two-year period covering two fiscal years with work being done separately for each fiscal year. The aggregate contract amount for the agreement is \$47,398 (\$23,699 per year) with a County in-kind service match of \$11,850 (\$5,925 per year).
- (F) Addendum to Cooperation Agreement with **Westmoreland County Industrial Development Corporation** and the **Westmoreland County Land Bank (WCLB)** where all parties accept and agree to amend the Cooperation Agreement dated February 26, 2015 to insert an additional provision that WCLB agrees that it is obliged to comply with the Commonwealth of Pennsylvania Redevelopment Authority Capital Assistance Program terms and condition for the grant funding (\$1,000,000) received for the Monsour Redevelopment Project property.
- (G) PA Act 137 Grant Agreement with **Homes Build Hope, Inc.** in the amount of \$132,800. The funding will support relocation services in support of a proposed affordable housing project on Mary Street in Latrobe. There are no costs to the county.

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Roland Mertz, Director motion was made by Mr. Kopas, seconded by Mr. Anderson, and it was unanimously agreed to approve the following items for **Public Safety:**

- (A) Amendment to Agreement with **SOUTHWESTERN PA EMERGENCY RESPONSE GROUP** (contract number 43676), which includes Allegheny, Armstrong, Beaver, Butler, Cambria, Fayette, Greene, Indiana, Lawrence, Mercer, Somerset, Washington, Westmoreland Counties and the City of Pittsburgh, to include County of Venango

Upon review and recommendation of Melissa A. Guiddy, County Solicitor, Greg McCloskey, Director, Malcolm Sias, Parks & Recreation (item C) and Henry Fitz, County Engineer (items D E) motion was made by Mr. Anderson, seconded by Mr. Kopas, and it was unanimously agreed to approve the following items for **Public Works:**

- (A) Agreement with **CHAMPION ENERGY SERVICES**, brokered through the County's KeyTex Energy Solutions LLC Contract, for Westmoreland County's 6 large Electrical Accounts for a term of thirty six (36) months beginning on December 29, 2016 at the rate of \$0.05764/kWh
- (B) Agreement with **CHAMPION ENERGY SERVICES**, brokered through the County's KeyTex Energy Solutions LLC Contract, for Westmoreland County's 91 small municipal Electrical Accounts for the term of twenty nine (29) months beginning on December 9, 2017 at the rate of \$0.06113/kWh
- (C) Easement Agreement with **WEST PENN POWER COMPANY**, Greensburg, PA for the extension of underground electric facilities at Cedar Creek Park, along Timm's Lane, Rostraver Township, to connect to the Mon Valley Airfield
- (D) Change Order #1 to Agreement with **MELE & MELE & SONS, INC.**, dated June 27, 2013 for "**Harrison City-Export Road/Route 130 Intersection Improvements,**" (PennDot Bid ECMS-32118) in the amount of **\$220,000.00 additional** (new total contract \$2,391,756.79) due to project delays due to an unplanned sanitary sewer line relocation; this project is funded using Act 13
- (E) Change Order #1 to Agreement with **SWANK CONSTRUCTION COMPANY**, dated March 24, 2016 for "**Craig's Mill Bridge Concrete Deck Rehabilitation Project,**" (Bid 16-05) in the reduced amount of **\$1,359.00** (new total contract \$116,791.00) the deduction is a result of actual quantities used verses the estimated quantities; this project is funded with Act 89 and Act 44 funds

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Brenda Oravets, Director motion was made by Mr. Kopas, seconded by Mr. Anderson, and it was unanimously agreed to approve the following items for **Purchasing:**

- (A) Bids for “**Mail Processing for Westmoreland County,**” (Bid 16-19), for the term September 1, 2016 through August 30, 2019, were opened on July 19, 2016:

Mailing Specialists a Division of Laurel Valley Graphics, Inc. \$1,100.00/month

Award bid to **MAILING SPECIALISTS a DIVISION OF LAUREL VALLEY GRAPHICS, INC.,** Latrobe, PA being the only bidder and meeting the specifications in the amount of **\$1,100.00/month**

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and Deborah T. Chiado, Director motion was made by Mr. Anderson, seconded by Mr. Kopas and it was unanimously agreed to approve the following item for **Tax Office:**

- (A) Sale of the following properties from the Repository of Unsold Properties pursuant to Section 627 of the Real Estate Tax Sale Law (72 P.S. §5860.627):

<u>DATE</u>	<u>MAP NUMBER</u>	<u>LOCATION</u>	<u>BID AMOUNT</u>
7.28.16	54-11-03-0-106	North Huntingdon Twp	\$2,525.00
7.28.16	19-03-04-0-010	Manor Borough	\$1,262.00
7.28.16	50-28-06-0-039	Hempfield Twp	\$1,360.00
7.28.16	43-09-08-0-054	Bell Twp	\$1,147.00
7.28.16	14-02-09-0-250	City of Jeannette	\$2,786.00
8.1.16	24-01-15-0-015	City of New Kensington	\$1,357.00
8.1.16	14-01-16-2-068	City of Jeannette	\$1,387.00
8.5.16	14-01-16-0-048	City of Jeannette	\$1,564.00
8.9.16	24-05-08-0-284	City of New Kensington	\$1,435.00
8.9.16	24-05-08-0-308	City of New Kensington	\$983.00

- (B) Agreement with **BILL ANDERSON,** Export, PA, in the amount of **\$175.00,** for **auctioneer services,** to conduct the annual County Tax Sale Auction on September 12, 2016.

- (C) Application Software License Agreement with **INFOCON CORPORATION,** Ebensburg, PA for “**Real Property Tax Claim System,**” in the amount of **\$41,500.00;** which includes Real Property Tax Claim System, Court Petition System, New World Account Export, PDF Publishing System, Conversion Services (including setup fee for the online Credit Card Processing and the online Lien Certificate processing) and a credit in the amount of \$17,000.00

- (D) Application Software Support Agreement with **INFOCON CORPORATION**, Ebensburg, PA for “**Software Support-Real Property Tax Claim System,**” in the monthly amount of **\$663.75**, which includes software support for the following; Real Property Tax Claim System, Court Petition Sub-System, New World Accounting Export and PDF Publishing System
- (E) Internet Processing Service – E-Archives Systems Agreement with **INFOCON CORPORATION**, Ebensburg, PA for “**Archiving Printed Documents, Reports and/or Photographic Images,**” the Initial and One-Time Archives Setup Fees are as follows; System Setup in the amount of \$500.00 per Archive Account and Document Type Setup a minimum of four hours labor per each different Automated Instrument Type Interface. The monthly Archives Service Fees, Base Service Fee, \$150.00/month/archive account-includes up to 3 concurrent users and \$20.00/month for each additional concurrent user, includes “Manual Scan” and Indexing Module; as per the Monthly Archives Storage Fee Schedule

Upon review and recommendation of Melissa A. Guiddy, County Solicitor motion was made by Mr. Kopas, seconded by Mr. Anderson and unanimously agreed to approve the following items for **Westmoreland County:**

- (A) **Resolution #R-35-2016** authorizing a County Auction of surplus property, including vehicles and equipment, with the auction to be scheduled for 10:00am (9:00am preview) on Wednesday, September 28, 2016, at the Westmoreland County Public Works Building, 194 Donohoe Road, Greensburg, Pennsylvania, and further authorizing an Agreement with **BILL ANDERSON AUCTIONEERS LLC**, Export, PA for conducting the Auction, including the following compensation and expenses:

\$10.00/ per vehicle, which includes Auctioneer Fee, Clerk Fee and Cashier Fee
Advertising: Actual Cost
Credit Card Transaction Fee: 2.75 %

RESOLUTION #R-35-2016

WHEREAS, the Westmoreland County Purchasing Department has compiled a list of surplus property, including excess and obsolete vehicles and equipment that are owned by the County, but no longer needed or serviceable for County use, and the County desires to dispose of such surplus property identified on the list, attached hereto; and

WHEREAS, the Board of Commissioners estimates the sale value of the County-owned surplus personal property to be at least one thousand dollars; and

WHEREAS, the Board of Commissioners has determined the most efficient means of selling such surplus personal property is by auction.

NOW, THEREFORE, IT IS RESOLVED by the Board of Commissioners of the County of Westmoreland as follows:

1. Sale of the above-mentioned surplus property as compiled by the County Purchasing Department, including excess and obsolete vehicles and equipment, owned by the County but no longer needed or serviceable for County use, is authorized to be made by auction to the highest and best bidders thereon.

2. Advertisement of the auction sale shall be made in accordance with section 1805 of the County Code.

3. The auction shall be scheduled for 9:00 A.M. on Wednesday, September 28, 2016 at the Westmoreland County Public Works Building, 194 Donohoe Road, Greensburg, Pennsylvania.

4. A contract is hereby authorized to retain the services of Bill Anderson Auctioneers, LLC. of Export, Pennsylvania, to serve as auctioneer for the September 28, 2016 auction under the following terms of compensation:

\$10.00/ per vehicle, which includes Auctioneer Fee, Clerk Fee and Cashier Fee
Advertising: Actual Cost
Credit Card Transaction Fee: 2.75%

RESOLVED AND ENACTED this 18th day of August, 2016 by the Board of Commissioners of the County of Westmoreland at a duly advertised public meeting with a quorum being present.

- (B) **Stipulation of Settlement** in Tax Assessment Appeal of **KINGDOM PRIORITY, owner of property in Jeannette, Westmoreland County No. 5871** of 2015 for the tax year 2016. The assessed value shall be determined by applying the common level ratio established by the State Tax Equalization Board

Tax Map No 14-01-12-0-409

<i>Year</i>	<i>Proposed Market Value</i>	<i>STEB Ratio</i>	<i>Assessed Value</i>
2016	\$24,000.00	19.8%	\$4,752.00

- (C) Ordinance #**ORD-3-2016**, an amendment to Ordinance No. #ORD-02-2002, the Westmoreland County Hotel Room Rental Tax Ordinance to re-state the purpose; to add a definition of Booking Agent, Cabin, Conflict of Interest, Immediate Family and Marketing; to amend the definition of Act, Consideration, Hotel, Operator, Recognized Tourist Promotion Agency, Room, Transaction and Transient; to impose the five (5.0%) percent tax on a Booking Agent as defined in the Ordinance; to add a section to require the Operator of a Hotel, and not the Booking Agent, to be responsible for registering the Hotel; to extend the collection of the tax, the payment of the tax, the collection of the tax, the filing of the Hotel Room Rental Tax Return, recording keeping requirements and rules and regulations to Booking Agents; to add language providing when the first return and tax payment shall be due for new Operators or Booking Agents; to outline the use of the revenue by the Recognized Tourist Promotion Agency and audit requirements of the Recognized Tourist Promotion Agency; to outline the access to records requirements of Operators, Booking Agents and the Recognized Tourist Promotion Agency; to increase the late payment fee from one to one and one-half percent; to authorize enforcement, including the assessment of attorney fees and a lien upon the Hotel.

ORDINANCE NO. #ORD-3-2016

AN AMENDMENT TO ORDINANCE NO. #ORD-02-2002, THE WESTMORELAND COUNTY HOTEL ROOM RENTAL TAX ORDINANCE.

IT IS HEREBY ORDAINED AND ENACTED, by the Board of Commissioners of the County of Westmoreland, Pennsylvania, as provided by 16 P.S. § 1770.10 et seq., the following Ordinance.

WHEREAS, the Board of Commissioners formerly approved Ordinance No. #ORD-02-2002 on March 28, 2002, as later amended by Ordinance No. #ORD-02-2007 on March 8, 2007 and Ordinance No. #ORD-02-2016 on July 21, 2016.

WHEREAS, the Board of Commissioners wishes to amend Ordinance No. #ORD-02-2002 to read as follows:

Section 1. Short Title

This Ordinance shall be known and may be cited as the “Westmoreland County Hotel Room Rental Tax Ordinance.”

Section 2. Purpose

The Commissioners of the County of Westmoreland, Pennsylvania, intend to raise revenues to directly fund tourism, convention promotion and/or tourism development and promotion.

Section 3. Definitions

The following words and phrases when used in this Ordinance shall have the meaning given to them in this Section unless the context clearly indicates otherwise.

“Act.” The Act of the General Assembly of the Commonwealth of Pennsylvania dated December 22, 2000, P.L. 1019, No. 142, § 4 (16 P.S. § 1770.6), as repealed by the Act dated April 20, 2016, P.L. 134, No. 18, §2.2, now cited as 16 P.S. § 1770.10.

“Annual Maximum Administrative Fee.” The maximum amount of the administrative fee authorized under subsection (i) of 16 P.S. § 1770.10 for the purposes of defraying the costs associated with the collection of the Tax and otherwise performing its obligations, being a sum not to exceed four per centum of the taxes collected in any taxable year.

“Bed and Breakfast” or **“Homestead.”** A public accommodation consisting of a private residence, which contains ten or fewer bedrooms, used for providing overnight accommodations to the public and in which breakfast is the only meal served and is included in the charge for the room.

“Booking Agent.” Any person or other entity that:

- a. Facilitates, makes, processes or books Hotel reservations on behalf of Patrons, Operators and/or Hotels; or
- b. Receives a fee or otherwise derives any type of compensation through facilitating, making, processing or booking Hotel reservations by one or more Patrons, regardless of whether such fee or compensation is paid by the Hotel, Operator, Patron or other entity or collects payments for Hotel reservations or accommodations on behalf of or for a Patron, Hotel or Operator, and regardless of whether a fee or other compensation is paid for making the reservations for Hotel accommodations.
- c. Merely publishing an advertisement for Hotel accommodations does not make the publisher a booking agent.
- d. The term “booking agent” shall include, but not be limited to:
 1. Online travel booking sites which are involved in the process of listing vacant lodgings to Patrons, booking reservations on behalf of Patrons, Operators or any other entity, and handling any aspect of the resulting financial transaction; and/or
 2. A hosting or other online site that provides a means through which an Operator, Hotel or agent for an Operator or Hotel may accept reservations for Hotel occupancy.

“Cabin.” A permanent structure with beds and running water that is located on a campground on State land or private property and is available to provide overnight lodging for consideration to persons seeking temporary accommodations. The term does not include a yurt or walled tent.

“Conflict of Interest.” Use by a board member, director, officer or employee of a recognized tourist promotion agency of the authority of his or her office or employment or any confidential information received through his or her capacity in relation to a recognized tourist promotion agency for the private pecuniary benefit of himself or herself, a member of his or her immediate family or a business with which he or she or a member of his or her immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes a board member, director, officer or employee, a member of his or her immediate family or business with which he or she or a member of his or her immediate family is associated.

“Consideration.” Receipts, fees, charges, rentals, leases, cash, credits, property of any kind or nature, or other payment received by operators or booking agents in exchange for or in consideration of the use or occupancy by a transient of a room or rooms in a hotel for any temporary period

“County.” The County of Westmoreland, Pennsylvania.

“Exempt Occupancy.” The occupancy of a room in a hotel by a permanent resident; or by ambassadors, ministers and consular officers of foreign governments; or by the United States Government or its agencies, employees or representatives for official purposes; or by the Commonwealth of Pennsylvania or its agencies, employees or representatives for official purposes.

“Hotel.” A hotel, motel, inn, guesthouse, rooming house, bed and breakfast, homestead, or other structure which holds itself out by any means, including advertising, license, registration with an innkeepers’ group, convention listing association, travel publication or similar association or with a government agency, as being available to provide overnight lodging for consideration to persons seeking temporary accommodation; any place which advertises to the public at large or any segment thereof that it will provide beds, sanitary facilities or other space for a temporary period to members of the public at large; or any place recognized as a hostelry or any cabin. The term does not include any of the following:

- (1) A charitable institution.
- (2) A portion of a facility that is devoted to persons who have an established permanent residence.
- (3) A college or university student residence hall currently occupied by students enrolled in a degree program.
- (4) An educational or religious institution camp for children, including a camp registered under the act of November 10, 1959 (P.L. 1400, No. 497)(35 P.S. § 3001 et seq.), entitled “An act providing for the annual registration of organized camps for children, youth and adults; defining the duties of the Department of Health of the Commonwealth of Pennsylvania, and prescribing penalties.”
- (5) A hospital.
- (6) A nursing home.
- (7) Part of a campground that is not a cabin.

“Immediate Family.” A spouse, parent, brother, sister or child.

“Marketing.” An action by a recognized tourism promotion agency that includes, but is not limited to, promoting and encouraging visitors to visit a specific county, counties or geographic region.

“Occupancy.” The use or possession or the right to the use or possession by any person other than a permanent resident of any room in a hotel for any purpose or the right to the use or possession of the furnishings or to the services accompanying the use and possession of the room.

“Operator.” An individual, partnership, nonprofit or profit-making association or corporation or other person or group of persons who maintain, operate, manage, own, have custody of or otherwise possess the right to rent or lease overnight accommodations in a building to the public for consideration.

“Patron.” A person who pays the consideration for the occupancy of a room or rooms in a hotel.

“Permanent Resident.” A person who has occupied or has the right to occupancy of a room or rooms in a hotel as a patron or otherwise for a period exceeding thirty (30) consecutive days.

“Recognized Tourist Promotion Agency.” The nonprofit corporation, organization, association or agency which is engaged in planning and promoting programs designed to stimulate and increase the volume of tourist, visitor and vacation business within a county and certified by the county as of the effective date of section 1770.10 or under section 1770.11.

“Records.” Includes, but is not limited to, account books, folios, lease agreements, sales journals, cash disbursement and purchase journals, general ledgers, night auditor and housekeeper reports, traffic summaries, source of business reports and/or any other documents that record or reflect room revenues and exemptions, including information on the dates and number of transactions, the occupancy rates charged and/or collected for each room, the revenues received for all transactions, cash receipts and rebates or refunds given, and documentation of exempt occupancies for which no tax is imposed.

“Room.” A space in a building set aside for use and occupancy by patrons, or otherwise, for consideration, having at least one bed or other sleeping accommodation provided.

“Tax.” The hotel room rental tax imposed by this Ordinance.

“Tax Year.” The tax year is the calendar year.

“Transaction.” The activity involving the obtaining by a transient or patron of the use or occupancy of a hotel room from which consideration emanates or is payable to the operator under an express or an implied contract.

“**Transient.**” An individual who obtains accommodation in a hotel by means of registering at the facility for the temporary occupancy of a room for the personal use of the individual by paying a fee to the operator or booking agent.

“**Treasurer.**” The Office of the Treasurer of the County of Westmoreland.

Section 4. Imposition of Hotel Room Rental Tax

- (a) A five (5.0%) percent excise tax is hereby imposed on the Consideration received by each Operator of a Hotel or Booking Agent collecting for an Operator of a Hotel from each Transaction of renting a Room or Rooms within the County to accommodate Transients; provided, however, that no such tax shall be imposed on the Consideration received by an Operator or Booking Agent for an Exempt Occupancy.
- (b) If the Records of an Operator or Booking Agent for any monthly reporting period are incomplete or insufficient to establish by clear and convincing evidence all information required under Section 11 of this Ordinance; and if the incompleteness or insufficiency of the Records causes the County or its duly authorized representative to be unable to determine with reasonable certainty the Tax due for such monthly period, then in such circumstance, the Tax that shall be presumed to be due and owing for each monthly period for which the Records have been found by the County or its representative to be incomplete or insufficient shall be the lesser of the following:
 - (1) Five (5.0%) percent of the largest total amount of Consideration received by the Operator of the Hotel over a period of one calendar month during the Tax Year prior to the County’s Tax determination, subject to proportional adjustment if the number of Rooms has been changed since such prior Tax Year; or
 - (2) Five (5.0%) percent of the Consideration that could have been received by the Operator for full Occupancy of all Rooms in the Hotel during the month in question based upon Room rental rates in effect at the time of the County’s Tax determination. If the Operator’s Records are incomplete or insufficient to document all of the Room rental rates actually in effect at such time, the Tax may be calculated by presuming as a Room rental rate the highest Room rental rate charged by any Operator of a Hotel located in the County for Occupancy of a similar Room during the month of the County’s Tax determination.

Section 5. Registration of Hotels

- (a) Each Operator of a Hotel located in the County shall register the Hotel by completion of a Hotel Registration Form as supplied by the County and filing said form in the Office of the Treasurer of Westmoreland County. Registration shall be completed within thirty (30) days of the enactment of this Ordinance or within thirty (30) days of commencing the business of renting Rooms in the Hotel to Transients, whichever is later.
- (b) Each Operator of a Hotel located in the County shall be responsible for filing a new Hotel Registration Form at any time there is a change in the information provided in any previous registration form.
- (c) For purposes of this Section, the Operator of the Hotel, and not the Booking Agent, shall be responsible for registering the Hotel.

Section 6. Collection of the Hotel Room Rental Tax

- (a) Each Operator of a Hotel located in the County or Booking Agent collecting for an Operator of a Hotel located in the County shall collect the Tax from the Patron of the Room or Rooms at the same time as the Operator or Booking Agent collects the Consideration for the Occupancy of the Room or Rooms, and in no event shall the Tax be collected later than the time of termination of the Occupancy.
- (b) A Booking Agent may, or if required by applicable state law, shall collect and remit the tax on behalf of an Operator. An Operator shall not be responsible for collecting and remitting the Tax on any transaction for which it has received confirmation that the Booking Agent has collected and remitted the tax.

Section 7. Filing of a Hotel Room Rental Tax Return

On or before the twenty-fifth (25th) day of each calendar month, each Operator of a Hotel located in the County or the Booking Agent collecting for an Operator of a Hotel located in the County shall complete and file with the Treasurer a Hotel Room Rental Tax return covering the calendar month preceding the month in which the return is made, which return shall be on a form supplied by the County and shall report the total amount of Consideration received for all Transactions during the calendar month for which the return is made, the amount received for Exempt Occupancies during such period, the amount of Tax due from the Operator or the Booking Agent collecting for an Operator of a Hotel located in the County for such period, the amount of any late fees, and such other related information as the County may require on the Tax return form.

If an Operator or Booking Agent enters the business of the renting of rooms subsequent to the effective date of this Ordinance, the first return shall be filed on the twenty-fifth (25th) day of each calendar month subsequent thereto. The first return and tax payment due shall be for all transactions occurring during the preceding calendar month based upon the actual taxable transactions occurring during the preceding calendar month.

Section 8. Payment of the Hotel Room Rental Tax

Each Operator of a Hotel located in the County or the Booking Agent collecting for an Operator of a Hotel located in the County who under Section 6 of this Ordinance is responsible for collecting the Hotel Room Rental Tax and/or who under Section 7 of this Ordinance is responsible for filing a Hotel Room Rental Tax return, shall on or before the twenty-fifth (25th) day of each calendar month compute and pay over to the Treasurer the full amount of the Tax and any late fees shown on the Tax return as due under this Ordinance for the period for which the return is made.

Section 9. Collection and Disposition of Revenues

- (a) The County Treasurer shall collect the Tax from the Operator or Booking Agent and deposit the revenues received from the Tax in a special fund established for that purpose.
- (b) The County shall distribute the revenues from the special fund in the following manner:
 - (1) For the purposes of defraying the costs associated with the collection of the Tax and otherwise performing the obligations imposed under the Act, the Treasurer shall deduct from the special fund and pay to the Westmoreland County General Fund an administrative fee of four percent (4.0%) of all Hotel Room Rental Taxes collected, provided that such fee may not exceed the Annual Maximum Administrative Fee.
 - (2) The County shall distribute to the Recognized Tourist Promotion Agency authorized to act within the County all remaining revenues not later than sixty (60) days after receipt of the Tax revenues.

Section 10. Use of the Revenues and Annual Audit

- (a) The Recognized Tourist Promotion Agency shall use Tax revenues to directly fund county-wide tourism, convention promotion, and tourism development and promotion in accordance with written agreements with the County addressing the approved use of such revenue. Such agreements shall be renewed annually, and each shall include provisions addressing the programs and activities that will be authorized for funding from the Tax revenues and shall designate the portion of the Tax revenues to be used to provide grants to tourist-related organizations based in Westmoreland County for historical, recreational and cultural purposes that expand and/or enhance tourism in Westmoreland County. A committee consisting of three (3) members appointed by the Westmoreland County Commissioners and two (2) members appointed by the Recognized Tourist Promotion Agency shall have authority to review all applications for grant funding, and applying criteria approved by the County and the Recognized Tourist Promotion Agency, determine the amounts and recipients of such grants.

- (b) The revenues from the special fund shall be used by the Recognized Tourist Promotion Agency for any of the following purposes:

(1) Marketing the area in the County served by the Recognized Tourist Promotion Agency as a leisure travel destination.

(2) Marketing the area in the County served by the Recognized Tourist Promotion Agency as a business, convention or meeting travel destination.

(3) Using all appropriate marketing tools to accomplish these purposes, including, but not limited to, advertising, publicity, publications, direct marketing, sales, technology and participation in industry trade shows that attract tourists or travelers to the area in the County served by the Recognized Tourist Promotion Agency.

(4) Programs, expenditures or grants that are directly and substantially related to tourism or a business, convention or meeting travel destination within the County, augment and do not compete with private sector tourism or travel efforts and improve and expand the County as a destination market as deemed necessary by the Recognized Tourist Promotion Agency. The following shall apply to grants awarded under this paragraph:

(i) Grants require a cash or in-kind local match of at least 25%.

(ii) Grants may not be used for signage that promotes a specific private entity on the situs of that entity, except where the signage also carries the logo of the Recognized Tourist Promotion Agency.

(5) Any other tourism or travel marketing or promotion program, expenditure or project that does not compete with private sector tourism or travel efforts as deemed necessary by the Recognized Tourist Promotion Agency.

(c) The Recognized Tourist Promotion Agency receiving revenues from the Tax authorized by this Ordinance shall annually obtain an audited financial report or financial statement on the income and expenditures incurred by the Recognized Tourist Promotion Agency. A copy of such audited financial report or financial statement shall be delivered to the Board of County Commissioners within ninety (90) days of the end of Recognized Tourist Promotion Agency's fiscal year.

(1) If the Recognized Tourist Promotion Agency fails to submit an annual audit report or financial statement within ninety days of the end of the Recognized Tourist Promotion Agency's fiscal year, the County may withhold tax revenues collected and deposited in a special fund under Section 9 of this Ordinance until the required annual audit report or financial statement is submitted to the County.

(2) In the event the County does not take action under paragraph (c)(1) within one hundred twenty days of the end of the Recognized Tourist Promotion Agency's fiscal year, the Secretary of Community and Economic Development may require the County to withhold tax revenues collected and deposited in said special fund until the required annual audit report or financial statement is submitted to the County and the Department of Community and Economic Development.

Section 11. Record Keeping Requirements

(a) For each calendar year or part thereof during which a Hotel does any business or receives any Consideration, the Operator shall maintain and retain full and complete Records to document: (1) the full amount of Consideration received by the Operator for each Transaction; and (2) a daily listing of Rooms that have been rented and Rooms remaining vacant; and (3) the rental rates in effect for each Room, along with any applicable discounts or rebates offered; and (4) the Consideration received for Transactions involving Exempt Occupancies; and (5) documented identification of the Patrons and occupants involved in all Exempt Occupancies sufficient to establish exemption from the Tax; and (6) the amount of Taxes due from all taxable Transactions; and (7) the amount of Taxes actually collected by the Operator for each Transaction; and (8) the amount of Taxes refunded to Permanent Residents or other exempt occupants.

(b) For each calendar year or part thereof during which a Hotel does any business or receives any Consideration, the Operator shall maintain and retain all required Records for such year until the expiration of three (3) years after all monthly Hotel Room Rental Tax returns for such year have been filed with the Treasurer and the corresponding Taxes paid.

(c) Each Booking Agent shall maintain the same records with respect to any Operator for which it collects.

Section 12. Access to Records

- (a) The County and its duly authorized officers, auditors and other representatives shall have access to any and all Records of the Operator or Booking Agent for inspection, audit and copying (including photocopying).
- (b) During regular business hours, the Recognized Tourist Promotion Agency shall make available at its principal business office any and all books and records relating to the Tax revenues paid to said agency and expenditures thereof, for inspection, audit and copying (including photocopying) by the County and its duly authorized officers, auditors or other representatives.
- (c) At the request of the County, any Booking Agent shall provide a list of all Operators in the County that have listed Hotels with it, including the Operator's contact information, the Hotel's address, phone number and email address, and any other requested information.
- (d) If a Booking Agent lists one or more Hotels in the County and does not collect the Tax on behalf of all the Operators that list such Hotels with the Booking Agent, the Booking Agent shall provide the County on a quarterly basis, within 30 days of the end of the calendar quarter, with a list of all Hotels in the County that it listed the prior calendar year for which it did not collect and remit Tax and include each Operator's address, phone number, email address and any other requested information.
- (e) Any Booking Agent that lists one or more Hotels in the County (i) shall, at the time any Operator first lists a Hotel in the County with the Booking Agent, notify the Operator of the Operator's hotel tax obligations to the County; and (ii) shall annually thereafter notify all Operators that lists one or more Hotels in the County with the Booking Agent of the Operator's obligations to the County. In both cases, the Booking Agent shall use language provided or approved by the County Treasurer.

Section 13. Late Payment Fees

If for any reason the return is not filed and/or the Tax is not paid in full when due under the provisions of this Ordinance, a late payment fee in the amount of ten dollars (\$10.00) or of one and one-half percent (1.5%) of the unpaid balance of the Tax, whichever is larger, shall be added for each month or part of a month until full payment is made of both the Tax and all late payment fees.

Section 14. Enforcement

Whenever any Operator or Booking Agent shall fail to pay the Tax as herein provided, upon authorization by the County Commissioners, the County Solicitor or special counsel appointed by the County Commissioners shall bring or cause to be brought a civil action in any Court having jurisdiction to enforce the payment of all Taxes and late payment fees due. If the account is turned over for collection, additional attorney fees may be assessed. In addition to other remedies available for collection of debts, the County may file a lien upon the Hotel in the name of the County and for the use of the County as provided by law.

Section 15. Penalties

- (a) Any person who shall violate any of the provisions of this Ordinance shall, upon conviction thereof in a summary proceeding, be sentenced to pay a fine of not more than Seventy-Five Dollars (\$75.00) for the first offense, One Hundred Fifty Dollars (\$150.00) for the second offense, Two Hundred Twenty-Five Dollars (\$225.00) for the third offense, and Three Hundred Dollars (\$300.00) for the fourth and each additional offense; such fines to be paid to the use of the County with cost of prosecution for each violation thereof.
- (b) Each violation of this Ordinance shall constitute a separate offense, subject to the penalties set forth above.
- (c) Said fines and costs shall be in addition to, and not in lieu of, the payment of the Tax and late payment fees as provided by this Ordinance.

Section 16. Administration

The County Treasurer shall be responsible for administering the provisions of this Ordinance. The County Treasurer shall promulgate and submit administrative rules and regulations to the Board of County Commissioners for its approval concerning the collection of the Tax and the administration of the provisions of this Ordinance, and shall establish approved forms for registration of Hotels, return forms for reporting monthly Transactions and Tax revenues, forms for certifying and reporting Exempt Occupancies, and such other forms as may be designed to collect information relevant to the administration of this Ordinance. Any rule or regulation that applies to an Operator shall apply to a Booking Agent, provided that the Booking Agent collects the Tax.

Section 17. Severability of Provisions

If any provision, clause, sentence, paragraph, section, or part of this Ordinance, or application thereof to any person, firm, corporation, public agency or circumstance, shall for any reason, be determined by a court of competent jurisdiction to be unconstitutional or invalid, said holding shall not affect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, public agencies or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such adjudication shall have been rendered and to the person, firm, corporation, public agency, or circumstances involved. It is hereby declared to be the legislative intent of the Board of Commissioners that this Ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.

Section 18. Effective Date

This Ordinance shall take effect immediately.

DULY ORDAINED AND ENACTED at a public meeting of the Board of Commissioners of the County of Westmoreland, Pennsylvania, held on the 18th day of August 2016.

- (D) Ordinance #**ORD-4-2016** authorizing the incurring of nonelectoral debt by the issuance of general obligation bonds in an aggregate principal amount not to exceed Twenty Million dollars (\$20,000,000); covenanting to pay, and pledging all available taxing power of the local government unit for the payment of, the bonds; establishing a sinking fund and appointing a sinking fund depository; fixing the form, maximum interest rates, maturity dates and other provisions for the payment thereof; authorizing the acceptance of a proposal for the purchase of the bonds; authorizing a filing of required documents with the Department of Community and Economic Development; ratifying and directing certain actions of officers; and making certain other covenants and provisions in respect of the bonds.

AN ORDINANCE OF THE BOARD OF COMMISSIONERS

OF THE COUNTY OF WESTMORELAND
(PENNSYLVANIA)
ENACTED AUGUST 18, 2016 AND NUMBERED ORD-4-2016

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000); COVENANTING TO PAY, AND PLEDGING ALL AVAILABLE TAXING POWER OF THE LOCAL GOVERNMENT UNIT FOR THE PAYMENT OF THE BONDS; ESTABLISHING A SINKING FUND AND APPOINTING A SINKING FUND DEPOSITORY; FIXING THE FORM, MAXIMUM INTEREST RATES, MATURITY DATES AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING A FILING OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; RATIFYING AND DIRECTING CERTAIN ACTIONS OF OFFICERS; AND MAKING CERTAIN OTHER COVENANTS AND PROVISIONS IN RESPECT OF THE BONDS.

Bond Counsel:

Dinsmore & Shohl LLP
One Oxford Centre, Suite 2800
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WHEREAS, the Governing Body of the Local Government Unit, after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the project hereinafter described; and

WHEREAS, the Governing Body of the Local Government Unit desires to incur indebtedness, within constitutional and statutory limitations, in order to undertake said Project; and

WHEREAS, the incurrence of such indebtedness is governed by the provisions of the Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the "Debt Act"), with which this Debt Ordinance and all related proceedings of the Local Government Unit and all duly authorized actions of its officers are intended to comply;

NOW, THEREFORE, BE IT, AND IT HEREBY IS, ENACTED by the affirmative vote of a majority of all members of the Governing Body of the Local Government Unit as follows:

ARTICLE 1 - DEFINITIONS

Unless the context clearly indicates otherwise, the following terms, for all purposes of this Debt Ordinance, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Debt Ordinance, should be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction.

Words or phrases importing the masculine gender should be read and understood to include the feminine and neuter genders and those importing number include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, means and includes corporations, associations and public bodies and their successors unless the context indicates otherwise.

"Authentication Date" means that date or those dates, individual to respective Bonds, upon which the Sinking Fund Depository will execute and deliver a new and original instrument upon the transfer, exchange or other processing for registration of a Bond, thereby authenticating it as a valid and outstanding obligation of the Local Government Unit.

"Authorized Investments" means: (1) **as to the proceeds of the Bonds and upon application of the "prudent-man" rule:** (i) United States Treasury bills; (ii) short-term obligations of the United States Government or its agencies or instrumentalities; (iii) deposits in savings accounts or time deposits, other than certificates of deposit, or share accounts of institutions insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or the Pennsylvania Deposit Insurance Corporation or the Pennsylvania Savings Association Insurance Corporation to the extent that such accounts are so insured, and, for any amounts above the insured maximum, provided that approved collateral as provided by law therefor shall be pledged by the depository; (iv) obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; (v) shares of an investment company registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, provided that the only investments of that company are in the authorized investments for county funds listed in clauses (i) through (iv); and (vi) certificates of deposit purchased from institutions insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or the Pennsylvania Deposit Insurance Corporation or the Pennsylvania Savings Association Insurance Corporation to the extent that such accounts are so insured. However, for any amounts above the insured maximum, such certificates of deposit shall be collateralized by a pledge or assignment of assets of the institution, and such collateral may include loans (including interests in pools of loans) secured by first mortgage liens on real property. Certificates of deposit purchased from commercial banks shall be limited to an amount equal to twenty percent of a bank's total capital and surplus. Certificates of deposit purchased from savings and loan associations or savings banks shall be limited to an amount equal to twenty percent of an institution's assets minus liabilities; and (b) **as to moneys at any time on deposit in the Sinking Fund:** (i) obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America, (ii) direct general obligations of the Commonwealth of Pennsylvania, or any securities in which the Commonwealth may, at such time, invest its moneys, or (iii) deposits at interest in time accounts, certificates of deposit or other interest bearing accounts of any bank, bank and trust company (including the Sinking Fund Depository), savings bank, savings and loan association or building and loan association. The authorization set forth above for investment in obligations of the United States of America shall include money market funds invested solely in such obligations, including any such funds maintained by the Sinking Fund Depository. To the extent that any such deposits described in (b)(iii) above are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits or as trust funds; provided in all events that such investments shall be made in a manner consistent with sound business practice and, if required for prompt expenditure, shall be held in demand deposits. In the event, from time to time, and to the extent such investments may periodically require valuation, their value shall be determined on the following bases (and if more than one basis applies, according to the lowest of them): (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal - the arithmetic mean of the bid and asked prices for such investments so published on or immediately prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal - the average bid price established for such investments by any three nationally recognized government securities dealers at the time making a market in such investments or the average bid price published by a nationally recognized pricing service; and (c) as to time deposits, certificates of deposit and bankers' acceptances — the face amount thereof, plus accrued interest.

"Bonds" means the General Obligation Bonds, Tax-Exempt Series A of 2016 (the "Series A Bonds") and the General Obligation Bonds, Federally Taxable Series B of 2016 (the "Series B Bonds") (unless the Purchaser shall specify one or more additional series designations, including alpha or numeric designations of sub-series, in the Purchase Proposal), in an aggregate principal amount not to exceed \$20,000,000, which are hereinafter authorized to be issued, sold and delivered for purposes of the Project, and which constitute instruments imposing an obligation upon the Local Government Unit for the repayment of money borrowed. The Bonds will be printed substantially in the form(s) provided in Section 4.13 and will fall within the definition of "Security" set forth in, and otherwise will be governed by, Article 8 of the Uniform Commercial Code, to the extent permitted by, and consistent with, the Debt Act. Such term may include a single Bond or several Bonds.

"Bond Counsel" means Dinsmore & Shohl LLP, Suite 2800, One Oxford Centre, Pittsburgh, Pennsylvania 15219.

"Bond Insurance Policy" means that standard policy of the Insurer, if acquired, to ensure timely payment of the scheduled principal of and interest on the Bonds (including any series of Bonds) to the owners thereof, upon satisfaction of all preconditions set forth in said Policy, as specifically noted by a legend or other appropriate text hereby authorized to be printed on the Bonds themselves. If no Bond Insurance Policy is acquired by the Local Government Unit at the time the Bonds are issued, then the term "Bond Insurance Policy" will not be relevant to the Bonds.

"Dated Date" means that date upon which interest will begin to accrue on the Bonds, as determined and fixed by the Purchaser in the Purchase Proposal.

"Debt Ordinance" means this document, being the formal action taken by the Local Government Unit according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the debt represented by the Bonds. The term applies whether, under the law and current practices of the Local Government Unit, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.

"Designated Officer(s)" means and includes, individually or jointly, the Chair of the Board of Commissioners, the other Members of the Board of Commissioners, the County Treasurer and the Chief Clerk (and their appropriate successors acting by reason of absence or other incapacity), being those duly elected or appointed and acting officials of the Local Government Unit hereby authorized to undertake and perform the actions herein specified, which are necessary and proper to the issuance of the Bonds and compliance with the Debt Act.

"Financial Advisor" means Financial S&Lutions LLC, 147 Hermitage Circle, Ligonier, Pennsylvania 15658

"First Interest Payment Date" means February 15, 2017, unless a different date shall be determined and fixed by the Purchaser in the Purchase Proposal.

"Governing Body" means the Board of Commissioners of the Local Government Unit, being that entity authorized by law to fix the rate of, and to levy, taxes within the Local Government Unit.

"Insurer" means the issuer of the Bond Insurance Policy, if any such policy is acquired, as identified in the applicable Purchase Proposal. If no Bond Insurance Policy is acquired by the Local Government Unit at the time the Bonds are issued, then the term "Insurer" will not be relevant to the Bonds or to that series of the Bonds.

"Interest Payment Date(s)" means, singularly or jointly, February 15 and August 15 of each year during the term of the Bonds, commencing with the First Interest Payment Date.

"Local Government Unit" means the County of Westmoreland, a political subdivision constituting a County of the Third Class of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, particularly the County Code, as amended.

"Mandatory Redemption Date(s)" means August 15 of the years determined and fixed by the Purchaser in the Purchase Proposal.

"Maturity Date(s)" means, singularly or jointly, August 15 of the years determined and fixed by the Purchaser in the Purchase Proposal.

"Optional Redemption Date" means that date (or those dates, by series) determined and fixed by the Purchaser in the Purchase Proposal.

"Project" means, (a) with respect to the Series A Bonds, the construction of repairs, renovations, retro-fits and improvements to and of various County buildings and facilities, including but not limited to (i) Westmoreland Manor, the County-owned skilled nursing facility, (ii) various Magisterial District Judges' offices and judicial facilities, (iii) the County Prison, (iv) various public safety facilities, including particularly the 911 emergency response system, and (v) County Parks, together with the payment of costs of issuance of the Series A Bonds; and (b) with respect to the Series B Bonds, to provide funds for the acquisition of real estate for the redevelopment of former industrial site(s) by the Westmoreland County Industrial Development Corporation, together with the payment of costs of issuance of the Series B Bonds. Reasonable estimates of the cost of the Project, which is not less than the principal amount of the indebtedness authorized hereby (being, on a weighted average, in excess of twenty-five (25) years), have been obtained with the assistance of engineers, architects and other persons qualified by experience. Nothing contained herein prohibits the Governing Body, under proper enactment of an ordinance and compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the Project.

"Purchase Price" means not less than 95% of the par amount of the Bonds (the discount from par being inclusive of any underwriter's discount and/or net original issue discount), together with accrued interest to the date of delivery, if any, as shall be determined and fixed by the Purchaser in the Purchase Proposal.

"Purchase Proposal" means the written agreement for the purchase and sale of the Bonds, as executed and presented by the Purchaser, and accepted by the Local Government Unit by the execution and delivery of the same by the Designated Officers, pursuant to the authority of this Debt Ordinance.

"Purchaser" means: Boenning & Scattergood, Inc., Four Tower Bridge, 200 Barr Harbor Drive, Suite 300, West Conshohocken, Pennsylvania 19428, as representative; Janney Montgomery Scott LLC, One PPG Place, 22nd Floor, Pittsburgh, Pennsylvania 15222; and Piper Jaffray & Co., 7th Floor, 501 Martindale Street, Pittsburgh, Pennsylvania 15212.

"Rating Agency" means Moody's Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007.

"Record Date(s)" means, singularly or jointly, January 31 and July 31 of each year during the term of the Bonds, as each such date precedes a respective Interest Payment Date.

"Redemption Price" means 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption.

"Registered Owner" or "Owner" or any similar term means, when used with respect to a Bond or any Bonds, the person whose name appears in the records of the Paying Agent as such owner.

"Sinking Fund Depository" means The Bank of New York Mellon Trust Company, N.A., a bank or bank and trust company located and lawfully conducting a banking or trust business in the Commonwealth of Pennsylvania with offices at 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262. The bank will assume, undertake and perform the duties of the Sinking Fund Depository specified by this Debt Ordinance or contained in the Debt Act, and will further act as Paying Agent and Registrar in respect of the Bonds, according to the provisions of this Debt Ordinance and the Debt Act and in compliance at all times with then-current industry standards and practices.

Notwithstanding the foregoing if the payment of the Bonds has been insured to the owners by a duly issued and outstanding Bond Insurance Policy, the Sinking Fund Depository must be, and remain at all times, acceptable to the Insurer, who will be empowered to request of the Local Government Unit the appointment of a successor for cause shown.

"Solicitor" means Melissa Guiddy, Esq., County of Westmoreland, 2 North Main Street, Suite 103, Greensburg, Pennsylvania 15601.

"Term Bonds" means that one or those several sets of Bonds, if any, stated to mature on a date certain, but which shall be mandatorily redeemed on specified anniversary dates in certain years preceding the date of maturity, as determined and fixed by the Purchaser in the Purchase Proposal.

- END OF ARTICLE 1 -

ARTICLE 2 - AUTHORIZATION OF DEBT

Section 2.01. Incurrence. The Local Government Unit does hereby authorize and direct the incurrence of nonelectoral debt in an amount not to exceed the aggregate principal amount of \$20,000,000 for the purposes of the Project; such debt will be evidenced by the Bonds, to be issued, sold and delivered according to the provisions of this Debt Ordinance and the Debt Act, as general obligations of the Local Government Unit.

Section 2.02. Preparation of Debt Statement Exclusion of Indebtedness. The Designated Officers are hereby authorized and directed to prepare and verify under oath or affirmation, according to the requirements of Sections 8002 and 8110 of the Debt Act, the Debt Statement of the Local Government Unit, including therewith a certification of the Borrowing Base, and, if desired, any statements required by Chapter 81, Subchapter B of the Debt Act necessary to qualify all or any portion of this, or any prior outstanding, debt for exclusion from the appropriate debt limit as self-liquidating or subsidized debt; all previous actions of Designated Officers in this regard are hereby ratified and confirmed.

Section 2.03. Proceedings Before the Department. The Designated Officers are hereby further authorized and directed to prepare and file all proceedings of the Local Government Unit relative to this incurrence of debt with the Department of Community and Economic Development and to respond to all inquiries or requests and to perform all other actions necessary to enable the Department to certify its approval to issue, sell and deliver the Bonds.

Section 2.04. Stated Maturity Dates. The Local Government Unit hereby finds and determines that: (1) the Bonds are to be issued with: (a) a final stated maturity date which does not exceed the sooner to occur of forty years or the useful life of the Project; and (b) an initial stated installment or maturity of principal which has not been deferred beyond the later of two years from the date of issuance of the Bonds or of one year from the date of expected completion of the Project; (2) the stated maturities of the Bonds have been fixed either: (a) so as to amortize the Bonds on at least an approximately level debt service plan; or (b) in the alternative, in the event that an Exhibit B has been properly completed and is attached to this Debt Ordinance and thereby incorporated by reference herein, so that the debt service on outstanding debt of the Local Government Unit (being the Bonds, together with such other debt as has been identified on Exhibit B) will be brought more nearly into an over-all level annual debt service plan; and (3) with respect to each series of Bonds, the yields on the Bonds have been fixed so that no such yield on any single maturity date during the last two-thirds of the term of the Bonds is less than the yield of the maturity preceding it.

- END OF ARTICLE 2 -

ARTICLE 3 - SECURITY FOR DEBT; SINKING FUND

Section 3.01. General Obligation Covenant. The Bonds will be general obligations of the Local Government Unit. The Local Government Unit hereby covenants with the owners from time to time of the Bonds to: (a) include the amount necessary to service the debt on the Bonds, for each fiscal year in which such sums are payable, in its budget for that year; (b) appropriate such amounts from its general revenues to the payment of the debt service; and (c) duly and punctually pay, or cause to be paid, from its Sinking Fund or from any other of its revenues or funds, the principal of and the interest on the Bonds at the dates and place and in the manner stated in the Bonds, according to the intent and meaning thereof.

For such budgeting, appropriation and payment of the Bonds, the Local Government Unit hereby irrevocably pledges its full faith, credit and taxing power. The maximum amounts of debt service hereby covenanted to be paid are set forth in Exhibit A, attached to this Debt Ordinance and incorporated by reference herein.

As provided in the Debt Act, the foregoing covenants are specifically enforceable. Notwithstanding the foregoing, nothing contained herein prohibits or restrains the authorization, issuance, sale or delivery of additional general obligation bonds or notes of the Local Government Unit on a parity with this Series of Bonds, upon adoption of an appropriate covenant to budget, appropriate and pay additional taxes and other revenues and funds for the payment and security of such additional obligations.

Section 3.02. Creation of Sinking Fund. The Local Government Unit does hereby create, and order to be established (in its name and identified by reference to the Series of Bonds), a Sinking Fund (or Sinking Funds, as appropriate) for the payment of the Bonds with the Sinking Fund Depository, and does further covenant to maintain such Sinking Fund until the Bonds are paid in full. The Designated Officer is hereby authorized and directed to contract with the Sinking Fund Depository for its services in such capacity, together with its services as Paying Agent and Registrar for the Bonds.

Section 3.03. Deposits into Sinking Fund. The Local Government Unit covenants with the owners of the Bonds, and a Designated Officer (according to the duties specified in Section 8223 of the Debt Act) is hereby authorized and directed, to withdraw from the General Fund (or in the event debt service charges have been capitalized, from any Project fund hereafter established with the proceeds of the Bonds, as authorized in Section 11.04) and to deposit into the Sinking Fund on or before the appropriate Interest Payment Dates (or as and when otherwise due by their terms and in order to provide same-day, available funds for timely payment), amounts sufficient to pay: (a) the interest on the Bonds then outstanding; and (b) the principal of the Bonds then maturing or subject to redemption on each such Interest Payment Date as set forth in Section 3.01.

Section 3.04. Investment of Sinking Fund. All moneys in the Sinking Fund not required for prompt expenditure may, in accordance with written or telephonic (if subsequently confirmed in writing according to the reasonable practices and requests of the Sinking Fund Depository) instructions of a Designated Officer, be invested in Authorized Investments.

Authorized investments must mature or must be subject to redemption, withdrawal or collection in their full amount at the option of the Sinking Fund Depository not later than the date upon which moneys are required to be paid to owners of the Bonds. All moneys in the Sinking Fund must be applied exclusively to the payment of the Bonds as they become due and payable. All moneys deposited into the Sinking Fund and all investments and proceeds thereof will be subject to a perfected security interest for the benefit of the owners of the Bonds. Income received from any deposit or investment within the Sinking Fund must remain within and be a part of the Sinking Fund and all such amounts may be applied in reduction or completion of any amount: covenanted under Section 3.01 hereof to be deposited therein; provided, however, that the obligation of the Local Government Unit to pay the Bonds is, and will remain, absolute, and may not be satisfied or reduced merely by the deposit of moneys into the Sinking Fund or from the expectation of earnings thereon.

- END OF ARTICLE 3 -

ARTICLE 4 - TERMS AND PROVISIONS OF THE BONDS

Section 4.01. Dates, Maturity Amounts and Interest Rates. The Bonds will be identified by the Dated Date, will be dated as of the Authentication Dates, will bear (or accrue) interest not to exceed the rate(s) (or yield(s)), payable or compounded on the appropriate Interest Payment Dates, and will mature on the Maturity Dates and in such principal amounts as shall not exceed the principal amounts (or maturity amounts) set forth in Section 3.01.

Section 4.02. Optional Redemption. The Bonds scheduled to mature on a date after the Optional Redemption Date may be redeemed prior to maturity at the option of the Local Government Unit (a) in whole, on the Optional Redemption Date or on any date thereafter, or (b) in part, from time to time, on the Optional Redemption Date or on any date thereafter, by lot within a maturity, upon payment of the applicable Redemption Price.

Section 4.03. Mandatory Redemption. Term Bonds (if any) shall be redeemed prior to maturity by the Sinking Fund Depository without further authorization on the appropriate Mandatory Redemption Dates and in the appropriate principal amounts set forth in Article I and in Section 3.01 hereof upon payment of the applicable Redemption Price.

Section 4.04. Book Entry System. The Bonds will be issued in denominations of \$5,000 or any multiple thereof initially in the form of one fully registered bond for the aggregate principal amount of the Bonds of each maturity, which Bonds will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"). Initially, all of the Bonds will be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC requests that the Bonds be registered in the name of a different nominee, the Sinking Fund Depository must exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee of DTC. No person other than DTC or its nominee is entitled to receive from the Local Government Unit or the Sinking Fund Depository either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee transfers record ownership of all or any portions of the Bonds on the Register (as such term defined in Section 4.08), in connection with discontinuing the book entry system.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds will be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Ordinance. Each such payment to DTC or its nominee will be valid and effective to discharge fully all liability of the Local Government Unit or the Sinking Fund Depository with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Sinking Fund Depository will not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of the partial redemption provided that DTC must deliver to the Sinking Fund Depository, upon request, a written confirmation of the partial redemption and thereafter the records maintained by the Sinking Fund Depository will be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

The Local Government Unit and the Sinking Fund Depository may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Registered Owners and for all other purposes whatsoever; and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary. Neither the Local Government Unit nor the Sinking Fund Depository will have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being Registered Owner, with respect to either (1) the Bonds; or (2) the accuracy of any record maintained by DTC or any such participant; or (3) the payment by DTC or any participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (4) any notice which is permitted or required to be given to Registered Owners under this Ordinance; or (5) the selection by DTC or any participant of any person to receive payment in the event of partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as Registered Owner.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Registered Owners under this Ordinance will be given to DTC as provided in the blanket representation letter previously delivered to DTC.

In connection with any notice or other communication to be provided to Registered Owners pursuant to this Ordinance by the Local Government Unit or the Sinking Fund Depository with respect to any consent or other action to be taken by Registered Owners, DTC will consider the date of receipt of notice requesting such consent or other action as the record date for the consent or other action, provided that the Local Government Unit or the Sinking Fund Depository may establish a special record date for such consent or other action. The Local Government Unit or the Sinking Fund Depository must give DTC notice of the special record date not less than 10 days in advance of such special record date.

Any successor Sinking Fund Depository must, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) after notice to the Local Government Unit and the Sinking Fund Depository, DTC determines to resign as securities Depository for the Bonds; or (2) after notice to DTC and the Sinking Fund Depository, the Local Government Unit determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interest of the Local Government Unit. In either of such events (unless in the case described in clause (2) above, the Local Government Unit appoints a successor securities depository), the Bonds will be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Local Government Unit or the Sinking Fund Depository for the accuracy of such designation. Whenever DTC requests the

Local Government Unit and the Sinking Fund Depository to do so, the Local Government Unit and the Sinking Fund Depository must cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds. The Bonds will also carry CUSIP numbers as a convenience to owners.

Section 4.05. Interest Payments: Accrual. The Bonds will bear interest, payable in arrears, initially on the First Interest Payment Date and then on each Interest Payment Date subsequent for the respective preceding period; provided, further, that interest may be paid from an Interest Payment Date next preceding the date of a Bond except when the date of such Bond is a date to which interest has been so paid, then from the date of such Bond, or when either (1) the date of such Bonds is prior to the First Interest Payment Date, or (2) no interest has been paid, then from the Dated Date.

Section 4.06. Record Date Payments on Default. 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, Redemption Date or Maturity Date will be entitled to receive the amounts payable on such payment date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such payment date.

When, if and to the extent, the Local Government Unit defaults on the payment of any amount due, any moneys collected for such payment, as and when collected from time to time, may be paid to the persons in whose names Bonds are registered at the close of business on a Special Record Date established by the Sinking Fund Depository, notice of which must be mailed to all Registered Owners of Bonds not less than ten days prior to the Special Record Date.

Section 4.07. Funds for Payment. The Bonds will be payable at the offices of the Sinking Fund Depository in the coin or currency of the United States of America that is legal tender for the payment of public and private debts at the time and place of payment; provided, however, in the absence of written demand for such payment by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, all payments of interest on the Bonds will be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the owner at the address that appears in the Register, and payment of principal will be made in like manner, following presentation at the offices of the Sinking Fund Depository.

Section 4.08. Registration and Transfer. The Local Government Unit shall cause to be kept with the Sinking Fund Depository, in its capacity as Registrar, a Register in which, subject to reasonable regulations, the Local Government Unit will provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond will be valid unless made at the offices of the Sinking Fund Depository and registered in the Register, subject, in all events, to the provisions of Section 4.04 hereof.

Upon surrender for registration of transfer of any Bond, the Local Government Unit must execute, and the Sinking Fund Depository will authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same yield and maturity, and in the same principal amount, as the Bond so surrendered.

Any Bond will be exchangeable for other Bonds of the same yield and maturity, in any authorized denomination, in the same principal amount as the Bond or Bonds presented for exchange. Upon surrender for exchange of any Bond, the Local Government Unit must execute, and the Sinking Fund Depository must authenticate and deliver in exchange therefor, the new Bond or Bonds which the Registered Owner making the exchange is entitled to receive.

All Bonds issued upon any registration of transfer or exchange will be valid obligations of the Local Government Unit, evidencing the same indebtedness and entitled to the same benefits under this Debt Ordinance as the Bonds surrendered for such registration of transfer or exchange. All Bonds so surrendered must be cancelled and may be destroyed by the Sinking Fund Depository.

Every Bond presented or surrendered for registration of transfer or exchange must be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the Local Government Unit and the Sinking Fund Depository, duly executed by the owner thereof or the duly authorized agent or legal representative of the owner.

No service charge will be imposed on any Registered Owner for any transfer or exchange of any Bond, but the Local Government Unit 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.

Neither the Local Government Unit, nor the Sinking Fund Depository, will 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; or (b) register the transfer or exchange of any Bond after it has been selected for redemption.

The Bonds will be initially registered in accordance with instructions submitted to the Sinking Fund Depository by the Purchaser.

Section 4.09. Execution and Authentication. The Bonds will be executed on behalf of the Local Government Unit by the Designated Officers, and will have a facsimile of the corporate seal of the Local Government Unit affixed thereto, duly attested. The Bonds will be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Sinking Fund Depository.

No Bond will be valid until the Certificate of Authentication has been duly executed and such authentication will be the conclusive and only proof that any Bond has been issued pursuant to, and is entitled to any benefits conferred under, the provisions of this Debt Ordinance. To the extent that any one signature on a Bond (including the signature of the officer of the Sinking Fund Depository) is manual, all other signatures may be by facsimile.

Section 4.10. Notices, Selection of Bonds for Redemption. Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the applicable redemption date, to the Registered Owners of Bonds to be redeemed at the addresses which appear in the Bond Register on the fifth business day preceding the date selected for the mailing of such notice and to the Rating Agency, and the Insurer, if any. 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 Local Government Unit shall have duly given notice of redemption and shall have deposited funds for the payment of the Redemption Price of the Bonds with the Sinking Fund Depository, interest on such Bonds shall cease to accrue after such redemption date.

Notices of redemption shall be dated and shall state: (a) the redemption date; (b) the Redemption Price; (c) if less than all outstanding Bonds are to be redeemed, the identification numbers and the respective maturity amounts of the Bonds to be redeemed; (d) the applicable CUSIP numbers of the Bonds called for redemption (if then generally in use, but shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in the notice and that reliance may be placed only on the identification numbers printed on the Bonds); (e) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (f) that such Bonds are to be surrendered for payment at the designated corporate trust office of the Sinking Fund Depository.

If less than all Bonds maturing on any one date are to be redeemed at any time, the Sinking Fund Depository shall select by lot the Bonds to be redeemed at such time.

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 for redemption, the Sinking Fund Depository shall assign numbers to each \$5,000 portion of any Bond of a denomination larger than \$5,000 and shall treat each portion as a separate Bond in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Sinking Fund Depository shall authenticate and deliver to the owner thereof a new Bond or Bonds of the same maturity and in any authorized denominations requested by the owner in a principal amount equal to the unredeemed portion of the Bond surrendered.

Section 4.11. Temporary Bonds. Bonds in definitive form must be fully engraved or printed or lithographed on steel-engraved borders. Until bonds in definitive form are ready for delivery, the Local Government Unit may execute, and upon request the Sinking Fund Depository must authenticate and deliver, in lieu thereof and subject to the same provisions, limitations and conditions, one or more printed, lithographed or typewritten bonds in temporary form, substantially in the form described in Section 4.13, and with appropriate omissions, variations and insertions. Until exchanged for bonds in definitive form, such bonds in temporary form will be valid obligations entitled to the benefit of this Debt Ordinance. The Local Government Unit must, without unreasonable delay, prepare, execute and deliver to the Sinking Fund Depository, and thereupon, upon the presentation and surrender of any bond or bonds in temporary form, the Sinking Fund Depository shall authenticate and deliver, in exchange therefor, a bond or bonds in definitive form of the same maturity for the same aggregate maturity amount as the bond or bonds in temporary form surrendered. Such exchange will be made by the Local Government Unit at its own expense and without making any charge therefor.

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.

This Bond is one of a duly authorized series of bonds, designated "General Obligation Bonds, [Tax-Exempt][Federally Taxable] Series [A/B] of 2016" of the Local Government Unit (the "Bonds"), issued in accordance with the Local Government Unit Debt Act of the General Assembly of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177), (the "Debt Act"), pursuant to all the terms and provisions of the formal action of the Local Government Unit (the "Debt Ordinance"), and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

Interest payable on any Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the January 31 and July 31 (the "Record Date") immediately preceding the applicable Interest Payment Date. Any such interest which is not deposited with the Sinking Fund Depository on or before any such Interest Payment Date for payment to the Registered Owner of record on the Record Date shall forthwith cease to be payable to such Registered Owner on the Record Date, and will be paid to the person in whose name this Bond is registered on a Special Record Date for the payment of such defaulted interest to be fixed by the Sinking Fund Depository, notice of which will be given to all Registered Owners not less than 10 days prior to such Special Record Date.

The Bonds maturing after August 15, 20__ are subject to redemption at the option of the Local Government Unit prior to their stated Maturity Dates, as a whole or in part from time to time, by lot within a maturity, on _____, 20__ and on any date thereafter, upon payment of the Redemption Price of 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption.

The Bonds maturing on August 15, 20__ are subject to mandatory redemption prior to their stated Maturity Dates, on August 15 of the years 20__, 20__, and 20__, in the amounts provided in the Debt Ordinance, upon payment of the Redemption Price of 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption.

If less than all Bonds maturing on any one date are to be redeemed at any time, the Bonds to be called for redemption at such time will be chosen by the Sinking Fund Depository, by lot.

Notice of redemption of any Bond will be given to the Registered Owner of such Bond by first class mail, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Debt Ordinance. A portion of a Bond of a denomination larger than \$5,000 may be redeemed, and in such case, upon the surrender of such Bond, there will be issued to the Registered Owner thereof, without charge therefor, a registered Bond or Bonds for the unredeemed balance of the principal amount of such Bond, all as more fully set forth in the Debt Ordinance. If notice of redemption has been duly given, the Bonds or portions thereof specified in that notice become due and payable at the applicable Redemption Price on the designated redemption date, and if, on such date, moneys are held by the Sinking Fund Depository for the payment of the Redemption Price of the Bonds to be redeemed, together with interest to the date fixed for redemption, then from and after such date interest on such Bonds ceases to accrue.

The Local Government Unit, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Sinking Fund Depository to use such numbers in notices of redemption and other notices, if any, as a convenience to the Registered Owners of the Bonds. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

This Bond may be transferred or exchanged only on the Register maintained by the Local Government Unit at the offices of the Sinking Fund Depository upon its surrender by the Registered Owner at such office duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the Registered Owner or a duly authorized agent or legal representative of the Registered Owner, in each case, in form and with a guaranty of signature satisfactory to the Local Government Unit and the Sinking Fund Depository. No service charge will be imposed on any Registered Owner of any Bond for any transfer or exchange of any Bond, but the Local Government Unit may require, payment of any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The Local Government Unit is not required to register the transfer or exchange of any Bond: (a) during the period of fifteen (15) business days before any (i) date of selection of Bonds to be redeemed or (ii) date of maturity; or (b) after such Bond, has been selected for redemption.

Subject to the provisions of this Bond and of the Debt Ordinance, the Sinking Fund Depository may treat the Registered Owner of this Bond as the absolute owner, for all purposes, whether or not this Bond is overdue, and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary.

This Bond is hereby declared to be a general obligation of the Local Government Unit. The Local Government Unit covenants with the Registered Owner of this Bond to include the amount necessary to pay the debt service hereon, in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts from its general revenues to the payment of such debt service and to duly and punctually pay or cause to be paid from its Sinking Fund or any other of its revenues or funds, the principal of this Bond and the interest hereon on the dates, at the place and in the manner stated herein, according to the true intent and meaning hereof.

It is hereby certified that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Local Government Unit, is within every debt and other limit applicable to the Local Government Unit prescribed by the Constitution and the laws of the Commonwealth of Pennsylvania; that the Local Government Unit has established with the Sinking Fund Depository a Sinking Fund for this Bond and will deposit therein amounts sufficient to pay the principal of and interest on this Bond when due and payable; and that for the prompt and full payment of all obligations under this Bond, the full faith, credit and taxing power of the Local Government Unit are hereby irrevocably pledged.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Local Government Unit, as such, either directly or through the Local Government Unit, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance and acceptance of this Bond.

This Bond will not be valid or become obligatory for any purpose unless the Certificate of Authentication has been signed by the manual signature of an authorized officer of the Sinking Fund Depository.

IN WITNESS WHEREOF, the Local Government Unit has caused this Bond to be duly executed in its name by the facsimile signature of the Members of the Board of County Commissioners, together with a facsimile of its corporate seal affixed hereto duly attested by the facsimile signature of its Chief Clerk, and dated as of the Date of its Authentication.

ATTEST:

COUNTY OF WESTMORELAND

Chief Clerk

Chairman, Board of Commissioners

[SEAL]

Vice-Chairman, Board of Commissioners

Secretary, Board of Commissioners

CERTIFICATE OF AUTHENTICATION

This Bond is one of the issue of \$_____,000 County of Westmoreland (Commonwealth of Pennsylvania), General Obligation Bonds, [Tax-Exempt] [Federally Taxable] Series [A/B] of 2016 authorized by the within mentioned Debt Ordinance.

The Text of Opinion contained herewith is the text of the opinion of Dinsmore & Shohl LLP, Bond Counsel, of Pittsburgh, Pennsylvania, an executed counterpart of which, dated the date of delivery of and payment for the Series of Bonds of which this Bond is one, is on file at the offices of the Sinking Fund Depository.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
as Sinking Fund Depository
and Paying Agent

Authorized Officer

AUTHENTICATION DATE:

_____, 20__

TEXT OF OPINION OF DINSMORE & SHOHL LLP, DELIVERED IN RESPECT OF \$_____,000 COUNTY OF WESTMORELAND (COMMONWEALTH OF PENNSYLVANIA) GENERAL OBLIGATION BONDS, [TAX-EXEMPT] [FEDERALLY TAXABLE] SERIES [A/B] OF 2016.

[OPINION OF BOND COUNSEL]
[TEXT OF BOND INSURANCE LEGEND, IF ANY].

ASSIGNMENT

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

_____ Agent to transfer the within bond on the
books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Signature(s) Guaranteed:

NOTICE: Signature(s) must be guaranteed by a
member firm of an approved Signature Guarantee
Medallion Program.

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

- END OF ARTICLE 4 -

ARTICLE 5 - CONCERNING THE SINKING FUND DEPOSITORY

Section 5.01. Maintenance of Sinking Fund. The Sinking Fund Depository will maintain the Sinking Fund as a separate account, and will, without further authorization other than as herein contained, pay, from moneys therein, the principal of, interest on and premium, if any, on the Bonds, as and when due, to the Registered Owners thereof.

Section 5.02. Unclaimed Funds. The Sinking Fund Depository will return to the Local Government Unit all moneys deposited and held in a Sinking Fund for the payment of Bonds which have not been claimed by the Registered Owners after two years from the date when payment is due, except where such funds are held for the payment of outstanding checks, drafts or other instruments of the Sinking Fund Depository. Nothing in this Section or by reason of any action taken hereunder will relieve the Local Government Unit of its liability for payment to the Registered Owners of unrepresented Bonds.

Section 5.03. Registration Agents. In the event the Bonds are qualified by the Purchaser, or are otherwise determined to be eligible, for the deposit, book-entry, withdrawal and other related services of The Depository Trust Company (or another or additional recognized bond registration agent performing similar services), the Sinking Fund Depository must undertake and perform those additional duties which may be required of it in order to enable The Depository Trust Company (or other similar agent) to perform such services for its Participants, including the processing of transfers of registration within necessary time periods, the payment of Bonds by acceptable fund transfers and the delivery of adequate redemption and other payment notices.

Section 5.04. Liability of Sinking Fund Depository. The Sinking Fund Depository may exercise any of the powers or perform any duty hereunder by or through attorneys, agents, receivers or employees, and it will not be answerable or accountable for any act, default, neglect or misconduct of any such attorney, agent, receiver or employee, if reasonable care has been exercised in the appointment and retention of such person, nor shall the Sinking Fund Depository be otherwise answerable or accountable under any circumstances whatever in connection with such powers or duties, except for its own gross negligence or willful misconduct. The Sinking Fund Depository will be protected and will incur no liability in relying, acting or proceeding in good faith upon any notice, request, order, certificate, report, opinion, statement, affidavit, voucher, or other paper or document believed by it to be genuine and to have been signed, passed or presented by the proper person, nor be bound to make any investigation into the matters stated therein. However, the Sinking Fund Depository may, at any time in its discretion, require of the Local Government Unit full information and advice as to the above as well as to the performance of any of the covenants, conditions and agreements in this Debt Ordinance and may further make or cause to be made independent investigations, at the expense of the Local Government Unit, concerning its affairs. The Sinking Fund Depository may consult with legal counsel to be selected and employed by it and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Section 5.05. Ownership of Bonds. The Sinking Fund Depository, in its individual capacity or as a fiduciary, may become the owner of Bonds, with the same rights it would have if it were not the Sinking Fund Depository. The Sinking Fund Depository may also engage in, or be interested in, any financial or other transaction with the Local Government Unit not in derogation of the rights of the Registered Owners of the Bonds.

Section 5.06. Interpretation. The Sinking Fund Depository may construe any of the provisions of this Debt Ordinance insofar as it may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Sinking Fund Depository in good faith will be binding upon the Registered Owners of the Bonds.

Section 5.07. Fees and Expenses. The Sinking Fund Depository will be paid such initial and periodic fees for its services and reimbursed for such expenses, as are specified in those proposals and other communications made to and received by the Local Government Unit in connection with the Bonds, if any, or, in all events, according to its usual, customary and reasonable schedule of fees and other charges.

Section 5.08. Removal: Resignation. The Sinking Fund Depository will serve in such capacity at the will of the Local Government Unit and may be removed, at any time, with or without cause, by the appointment of a qualified successor and upon sixty (60) days written notice to the Registered Owners of the Bonds and to the Sinking Fund Depository. Moreover, but if, and only in the event that, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository and any successor must be, and remain at all times, acceptable to the Insurer, who will be empowered to request the appointment of a successor for cause shown. The Sinking Fund Depository may at any time resign and be discharged of the trust hereby created by giving not less than sixty (60) days written notice to the Local Government Unit and the Registered Owners, specifying the date when the resignation will take effect, in the manner required for bond redemption notices in Section 4.10 hereof, and such resignation shall take effect upon the day specified in such notice, unless previously a successor Sinking Fund Depository has been appointed by the Local Government Unit as hereinbefore provided, in which event the resignation will take effect immediately on the appointment of the successor.

Section 5.09. Duties upon Default. If the Local Government Unit fails or refuses to make any required deposit in the Sinking Fund, the Sinking Fund Depository shall (a) independent of events and actions of Registered Owners, any trustee or any court or administrative or judicial officer undertaken or occurring pursuant to the provisions of Article 6 hereof: (1) notify the Department of Community and Economic Development of the failure or refusal, in order to facilitate an inspection of the Sinking Fund by the Department pursuant to Section 8226 of the Debt Act; and (2) notify the Insurer, if any; and (b) in conjunction with such events and actions under Article 6 hereof, may, and upon request of the Registered Owners of twenty-five percent (25%) in principal amount of outstanding Bonds and upon being indemnified against cost and expense must, exercise any remedy, provided in Article 6 of this Debt Ordinance, in the Debt Act or at law or in equity, for the equal and ratable benefit of the Registered Owners of the outstanding Bonds, and must disburse all funds so collected equally and ratably to the Registered Owners thereof pursuant to the requirements of Subchapter D of Chapter 82 of the Debt Act.

Notwithstanding the foregoing, however, if, and only in the event, the payment of the Bonds has been insured to the Registered Owners by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository will diligently seek recovery of funds for the payment of the Bonds from the Insurer according to the terms of the Bond Insurance Policy and, in the event the terms of the Bond Insurance Policy are being fully met and satisfied by the Insurer, then the Sinking Fund Depository may undertake the remedies provided in subparagraph (b) of this Section 5.09 only after notice to, and with the consent of, the Insurer.

- END OF ARTICLE 5 -

ARTICLE 6 - DEFAULTS AND REMEDIES

Section 6.01. Failure to Budget Debt Service. Subject to the provisions of Section 6.06, if applicable, if the Local Government Unit fails or refuses to make adequate provision in its budget for any fiscal year for the sums payable in respect of the Bonds, then at the suit of the Registered Owner of any Bond, the Court of Common Pleas of the Local Government Unit shall after a hearing held upon such notice to the Local Government Unit as the Court may direct, and upon a finding of such failure or neglect, by writ of mandamus, require the Designated Officer to pay into the Sinking Fund the first tax moneys or other available revenues or moneys thereafter received in such fiscal year by the Designated Officer until the sum on deposit in the Sinking Fund is equal to the moneys that should have been budgeted or appropriated for the Bonds.

Section 6.02. Failure to Pay Principal or Interest. Subject to the provisions of Section 6.06, if applicable, if the Local Government Unit fails or neglects to pay or cause to be paid the interest or principal on any of the Bonds, when due and payable, and the failure continues for thirty (30) days, the Registered Owner thereof shall, subject to any appropriate priorities created under the Debt Act, have the right to recover the amount due in an action in assumpsit in the Court of Common Pleas of the county in which the Local Government Unit is located (or, if located in more than one county, then of either). The judgment recovered will have an appropriate priority upon the moneys next coming into the treasury of the Local Government Unit.

Section 6.03. Trustee for Registered Owners.

(a) Subject to the provisions of Section 6.06, if applicable, but notwithstanding any other provision in this Debt Ordinance, if the Local Government Unit defaults in the payment of the principal of or the interest on the Bonds after the same shall become due, and such default shall continue for thirty (30) days, or if the Local Government Unit fails to comply with any provision of the Bonds or this Debt Ordinance, the Registered Owners of twenty-five percent in aggregate principal amount of the Bonds then outstanding, by an instrument or instruments filed in the office for the recorder of deeds in the county in which the Local Government Unit is located, signed and acknowledged in the same manner as a deed to be recorded, may appoint a trustee, who may be the Sinking Fund Depository, to represent the Registered Owners of all such bonds or notes, and such representation shall be exclusive for the purposes herein provided.

(b) Such trustee, may, and upon written request of the Registered Owners of twenty-five percent in principal amount of the Bonds then outstanding and upon being furnished with indemnity satisfactory to it must, in his, her or its own name take one or more of the actions set forth below and the taking of such actions will preclude similar action whether previously or subsequently initiated by individual Registered Owners of the Bonds:

(1) By mandamus or other suit, action or proceeding at law or in equity, enforce all rights of the Registered Owners of the Bonds or require the Local Government Unit to carry out any other agreement with the Registered Owners of the Bonds;

(2) Bring suit on the Bonds without the necessity for producing them;

(3) Petition the Court to levy, and the Court is hereby empowered to levy, after a hearing upon such notice to the owners of assessable real estate as the Court may prescribe, the amount due before or after the exercise of any right of acceleration on the Bonds plus estimated costs of collection upon all taxable real estate and other property subject to ad valorem taxation within the Local Government Unit, in proportion to the value thereof as assessed for tax purposes, and the trustee may collect, or cause the Local Government Unit to collect, such amounts as by foreclosure of a mortgage or security interest on the realty or other property if not paid on demand. Any assessment levied pursuant hereto will have the same priority and preference, as against other liens or mortgages on the real estate or security interests in fixtures thereon or other property, as a lien for unpaid taxes;

(4) By suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds;

(5) After thirty (30) days prior written notice to the Local Government Unit, declare the unpaid principal of all the Bonds to be, and it will thereby become, forthwith due and payable with interest at the rates stated in the Bonds until final payment (and, if all defaults are made good, then to annul such declaration and its consequences).

(c) If the Sinking Fund Depository is willing to serve and exercise the powers conferred upon a trustee appointed by this Section 6.03, no trustee appointed in the manner provided in this Section will have the powers herein set forth unless the appointment under this Section was executed by or pursuant to the authority of the Registered Owners of a principal amount of such Bonds sufficient to remove the originally appointed trustee.

(d) Proof of ownership of Bonds and of execution of instruments relative thereto must be made according to the provisions of Section 8114 of the Debt Act.

Section 6.04. Costs of Suits or Proceedings. In any suit, action or proceeding by or on behalf of the Registered Owners of defaulted Bonds, the fees and expenses of a trustee or receiver, including operating costs of a project and reasonable counsel fees, will constitute taxable costs, and all such costs and disbursements allowed by the court will be deemed additional principal due on the Bonds, and will be paid in full from any recovery prior to any distribution to the Registered Owners of the Bonds.

Section 6.05. Distribution of Moneys Realized for Registered Owners. Moneys or funds collected for the Registered Owners of defaulted Bonds will, after the payment of costs and fees as provided in Section 6.04, be applied by the trustee or receiver as follows:

(a) Unless the principal of all the Bonds has become or has been declared due and payable, (i) to the payment to the Registered Owners entitled thereto of all installments of interest then due in the order of their respective due dates and, if the amount available is not sufficient to pay any installment in full, then to the payment ratably according to the amounts due on such installment, to the Registered Owners entitled thereto, without any discrimination or preference; and (ii) to the payment to the Registered Owners entitled thereto of the unpaid principal of any Bonds which has become due, whether at stated Maturity Dates or by call for redemption, in the order of their respective due dates, and if the amount available is not sufficient to pay in full all the Bonds due on any date, then to the payment ratably, according to the amounts of principal due on such dates, to the Registered Owners entitled thereto without any discrimination or preference.

(b) If the principal of all the Bonds has become or has been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, to the Registered Owners entitled thereto without any discrimination or preference.

Section 6.06. Bond Insurance Policy: Procedure for Payment Thereunder. Payment of the Bonds may be insured to the Registered Owners by a Bond Insurance Policy hereby authorized, to be purchased upon the issuance and delivery of the Bonds.

If a Bond Insurance Policy is purchased to insure the Bonds, no provisions of this Debt Ordinance, the Debt Act or otherwise arising at law or in equity for the enforcement of claims by Registered Owners for the payment of either principal or interest in respect of the Bonds will be effectuated without the consent of the Insurer, so long as the terms of the Bond Insurance Policy are being fully met and satisfied.

In the event that the principal and/or interest due on the Bonds is paid by the Insurer pursuant to the Bond Insurance Policy, all covenants, agreements and other obligations of the Local Government Unit to the Registered Owners of the Bonds under this Debt Ordinance and under the Debt Act, shall continue to exist and will run to the benefit of the Insurer, who will be subrogated to the rights of such Registered Owners. Accordingly, the Sinking Fund Depository must abide and follow all instructions of the Insurer for the prompt payment of the principal of and/or interest due on the Bonds to the Registered Owners, including provision of the Register to the Insurer, processing of checks or other remittances on behalf of the Insurer, collection of Bonds and notation of the Insurer's interest as subrogee within its records and on its books.

- END OF ARTICLE 6 -

ARTICLE 7 - AMENDMENTS AND MODIFICATIONS

Section 7.01. Amendments Without Consent. The Local Government Unit may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who must accept the same, debt ordinances amending, modifying or supplemental hereto that are not inconsistent with the terms and provisions hereof and which do not adversely affect the rights of the Registered Owners of the Bonds (which modifying or supplemental debt ordinances will thereafter form a part hereof) for the following purposes:

(a) to cure any ambiguity, formal defect or omission in this Debt Ordinance;

(b) to grant or confer upon the Sinking Fund Depository for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred thereupon;

(c) to add to this Debt Ordinance additional covenants and agreements thereafter to be observed by, or to surrender any right or power herein reserved to or conferred upon, the Local Government Unit; or

(d) to amend the definition of the Project and change the purposes of the Bonds, in compliance with all provisions of the Debt Act.

Section 7.02. Amendments With Consent. With the consent of the Registered Owners of not less than sixty-six and two-thirds percent (66 2/3%) in outstanding principal amount of the Bonds, (and with the consent of the Insurer, if any) the Local Government Unit may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who shall accept the same, debt ordinances amending, modifying or supplemental hereto for the purpose of adding any provision to or changing in any manner or eliminating any of the provisions of this Debt Ordinance or of modifying in any manner the rights of the Registered Owners of the Bonds; provided, however, that no such modifying or supplemental debt ordinance shall: (1) extend the fixed maturity date of any Bond, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or (ii) reduce the aforesaid percentage of Bonds, the Registered Owners of which are required to consent to any such modification or supplement, without the consent of the Registered Owners of all Bonds then outstanding. The consent of the Registered Owners for the particular form of any proposed modification or supplement is not necessary, if the consent approves the substance thereof.

Section 7.03. Acceptance of Amendment. The Sinking Fund Depository shall accept any amending, modifying or supplemental debt ordinance which the Local Government Unit is authorized to execute hereunder upon delivery of the following:

(a) The amending, modifying or supplemental debt ordinance, duly executed with proof of filing with the Department; and

(b) An opinion of Bond Counsel to the effect that such amending, modifying or supplemental debt ordinance was properly enacted, executed, and delivered pursuant to: (i) the provisions of Section 7.01 hereof; or (ii) the provisions of Section 7.02 hereof and that the consent of the Registered Owners of the Bonds required hereunder has been secured, and that, in all events, the enactment, execution and delivery of such debt ordinance complies with all applicable requirements of law, including the Debt Act.

Section 7.04. Effect of Amendment. Upon the execution of any amending, modifying or supplemental debt ordinance pursuant to the provisions of this Article, this Debt Ordinance will be and be deemed to be amended, modified and supplemented in accordance therewith, and the respective rights, limitation of rights, obligations, duties and immunities of parties hereunder will thereafter be determined, exercised and enforced hereunder subject in all respects to the amendments, modifications and supplements, and all the terms and conditions of any such debt ordinance will be and be deemed to be part of the terms and conditions of this Debt Ordinance for any and all purposes.

Section 7.05. Notice of Amendment. Written notice, including a summary description, of any amending, modifying or supplemental debt ordinance once effectuated will be confirmed promptly to all Registered Owners, and will be given to the Rating Agency and the Insurer, if any, by first class mail, postage prepaid.

- END OF ARTICLE 7 -

ARTICLE 8 - DISCHARGE OF DEBT ORDINANCE

Section 8.01. If the Local Government Unit pays or causes to be paid unto the Registered Owners the principal of, the interest on and the premium, if any, on the Bonds, at the times and in the manner stipulated therein, then this Debt Ordinance and the estate and rights hereby granted will cease, determine and be void; and thereupon the Sinking Fund Depository will release, cancel and discharge the lien and obligations of this Debt Ordinance and deliver to the Local Government Unit any funds or documents at the time subject to the lien of this Debt Ordinance which may then be in its possession; provided, however, that until such time as full and complete payment is so made, this Debt Ordinance will be and remain in full force and effect.

Bonds, for the payment or redemption of which cash and/or securities which upon maturity will yield funds in the full amount required therefor shall have been deposited with the Sinking Fund Depository, whether upon or prior to the Maturity Date or the Redemption Date of such Bonds, will be deemed to be paid within the meaning of this Article, provided, however, that if such Bonds are to be redeemed prior to the Maturity Date(s) thereof, notice of the redemption must have been duly given or adequate provision made thereof.

In the event a Bond Insurance Policy is acquired in connection with the Bonds and in the event that the principal and/or interest due on the Bonds is paid by the Insurer pursuant to the Bond Insurance Policy, the Bonds will remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Local Government Unit, until full, proper and complete payment and reimbursement is made to the Insurer by the Local Government Unit pursuant to the Bond Insurance Policy.

- END OF ARTICLE 8 -

ARTICLE 9 - FEDERAL INCOME TAX COVENANTS

Section 9.01. Compliance in General. The Local Government Unit hereby states its intention to comply with all the provisions of Sections 103 and 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended (the "Tax Code"); the Local Government Unit represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon the instruction of Bond Counsel, all those acts necessary and proper to the maintenance of the exclusion from gross income of the interest on the Series A Bonds to the Registered Owners thereof conferred by those Sections, as interpreted by applicable regulations, rulings or other pronouncements of the Secretary of the United States Department of the Treasury.

Section 9.02. Not a Private Activity Bond; Taxing Powers. The Local Government Unit covenants that the Series A Bonds are not an issue: (1)(a) more than 10 percent of the proceeds of which are to be used for any private business use, and (b) the payment of the principal of, or the interest on, more than 10 percent of the proceeds, directly or indirectly, is (x) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (y) to be derived from payments in respect of property, or borrowed money, used or to be used for a private business use; nor (2) the proceeds of which, in an amount exceeding the lesser of five percent of such proceeds, or \$5,000,000, are to be used to make or finance loans to persons other than governmental units.

The Local Government Unit certifies that it is a political subdivision and governmental unit with general taxing powers.

Section 9.03. Non-Arbitrage. The Local Government Unit covenants that no portion of the proceeds of the Series A Bonds is reasonably expected (at the time of issuance of the Series A Bonds) to be used, nor will intentionally be so used, directly or indirectly, (1) to acquire higher yielding investments, or (2) to replace funds which were used directly or indirectly to acquire higher yielding investments. This prohibition does not apply to proceeds invested in higher yielding investments (a) for a reasonable temporary period until such proceeds are needed for the purpose of the Series A Bonds, or (b) as a part of a reasonably required reserve or replacement fund. For these purposes, "higher yielding investment" means any investment property (generally, a security or debt obligation) that produces a yield over the term of the Series A Bonds which is materially higher than the yield on the Series A Bonds, but does not include any tax-exempt bond.

Section 9.04. Required Rebate. The Local Government Unit covenants to pay and rebate its arbitrage profits (being an amount equal to the sum of (1) the excess of (a) the amount earned on all nonpurpose investments over (b) the amount which would have been earned if the nonpurpose investments were invested at a rate equal to the yield on the Series A Bonds; plus (2) any income attributable to said excess [provided, further, that any gain or loss on the disposition of a nonpurpose investment will be taken into account] to the United States in accordance with the provisions of Section 148(f) of the Tax Code and regulations thereunder, but only as and to the extent that none of the following exceptions apply to the Local Government Unit.

Exceptions. Rebate to the United States as described above shall not be required of the Local Government Unit if, and in the event that any one of the following exceptions applies: (i) **SIX MONTH SAFE HARBOR** - the gross proceeds of the Series A Bonds are expended for the Project by no later than the day which is six months after the date of issuance of the Series A Bonds, or, the gross proceeds, except the lesser of five percent of the gross proceeds of the Series A Bonds, or \$100,000, are so expended by said date and such remaining portion is expended by no later than the day which is one year after the date of issuance of the Series A Bonds; (ii) **18-MONTH SPEND-DOWN** - the following cumulative percentages of the gross and investment proceeds of the Series A Bonds are expended for the Project by no later than the day which is the indicated period of time following the date of issuance of the Series A Bonds: 15% - six months; 60% - one year; 100% - eighteen months (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after eighteen months, but not in excess of thirty months); (iii) **TWO YEAR SPEND-DOWN (CONSTRUCTION ISSUES ONLY)** - the following cumulative percentages of available construction proceeds of the Series A Bonds are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the Series A Bonds: 10% - six months; 45% - one year, 75% - eighteen months; 100% - two years (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after two years, but not in excess of three years); or (iv) **SMALL ISSUER** - (a) 95 percent or more of the net sale proceeds (being gross proceeds minus amounts deposited into a reasonably required reserve fund) of the Series A Bonds is to be used for local governmental activities of the Local Government Unit (or a subordinate entity), and (b) the aggregate face amount of all tax-exempt bonds, other than private activity bonds, issued by the Local Government Unit, and all subordinate entities thereof (but not including any bond not outstanding or to be redeemed, as may be excluded under prevailing interpretations of the Tax Code and regulations thereunder), during the calendar year in which the Series A Bonds are issued, is not reasonably expected to exceed \$5,000,000 (\$15,000,000, in the case of certain bonds for school construction purposes).

For these purposes, "gross proceeds" means any proceeds and replacement proceeds of the Series A Bonds, "available construction proceeds" has the meaning used in §148(f)(4)I(vi) of the Tax Code, "sale proceeds" means all amounts actually or constructively received from the sale of the Series A Bonds, except accrued interest on the Series A Bonds deposited to the Sinking Fund, and "nonpurpose investment" means any investment property acquired with the gross proceeds of the Series A Bonds and not required to carry out the governmental purpose of the Series A Bonds.

Section 9.05. Information Reporting. The Local Government Unit must prepare, or cause to be prepared, execute and submit to the Secretary IRS Form 8038-G (or 8038-GC, as applicable) according to all the requirements for information reporting contained in Section 149(e) of the Tax Code.

Section 9.06. [RESERVED]

- END OF ARTICLE 9 -

ARTICLE 10 - FEDERAL SECURITIES LAW COVENANTS

Section 10.01. Compliance in General. The Local Government Unit hereby states its intention to comply, and to facilitate compliance by the Purchaser and other related parties, with all the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), including for this purpose the related body of securities disclosure and anti-fraud laws; the Local Government Unit represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon appropriate instructions of Bond Counsel or otherwise, all those acts necessary and proper to achieve compliance with the Rule, as interpreted by applicable regulations, rulings or other pronouncements of the Securities and Exchange Commission, or other appropriate regulatory body.

Section 10.02. Official Statement. The Local Government Unit acknowledges that preparation of the Official Statement by the Financial Advisor was done on its behalf and for its benefit, as an agent, and that, in particular, while matters of style and format may have originated with the Financial Advisor, all substantive data and information was provided by the Local Government Unit. The Local Government Unit, upon review as to completeness and accuracy, hereby deems the Preliminary Official Statement final as of its date, and certifies the Preliminary Official Statement did not and does not, as of its date and as of this date, contain any untrue statements of a material fact or omit to state any material fact which should be included therein in order to make the statements contained therein, in the light of the circumstances wider which they were made, not misleading, as required by statute, regulation or substantive law. The distribution of the Preliminary Official Statement by the Purchaser is hereby ratified and approved.

The Local Government Unit hereby covenants to provide a final Official Statement to the Purchaser within seven business days of this date. The Designated Officer is hereby authorized and directed to execute the same with such completions therein from the preliminary document as may be necessary and, provided further, that execution of a certificate concurrently upon, or subsequent to, preparation of the final Official Statement, including any settlement certificate, by a Designated Officer, regarding the truth and accuracy of the final Official Statement is tantamount to execution of the original document and full and sufficient authority for the printing of one or more conformed signatures therein. The Local Government Unit hereby covenants that the same representations regarding finality and completeness made regarding the Preliminary Official Statement will be true of the final Official Statement as of its date and as of Settlement. The Purchaser is authorized to use the final Official Statement in connection with the sale of the Bonds.

Section 10.03. Continuing Disclosure. The Local Government Unit will execute and deliver a Continuing Disclosure Certificate under which it will agree to provide or cause to be provided (i) annual financial information and operating data, and (ii) timely notice of the occurrence of certain material events with respect to the Bonds. The Purchaser's obligation to purchase the Bonds is conditioned upon its receipt of the Continuing Disclosure Certificate, at or prior to the delivery of the Bonds, in form and substance reasonably satisfactory to the Purchaser.

- END OF ARTICLE 10 -

ARTICLE 11 - SALE OF BONDS; SETTLEMENT

Section 11.01. Award to Purchaser. After due consideration of sundry factors, including professional assistance and current market conditions, the Governing Body hereby: (1) determines that a private sale by negotiation of the Bonds is in the best financial interest of the Local Government Unit; and (2) authorizes the Chair of the Board of Commissioners, in her discretion, following consultation with the Financial Advisor and with the Local Government Unit's Director of Financial Administration, to award the sale of the Bonds to the Purchaser, by means of the execution of and delivery to the Purchaser of an acceptable Purchase Proposal. For this purpose, an "acceptable" Purchase Proposal shall mean an offer by the Purchaser on its standard contractual form(s), compliant with prevailing industry standards and approved, as to form, by Bond Counsel and by the Solicitor, to purchase and underwrite the Bonds and, at such interest rate or rates, at such a price, and upon such other conventional terms and conditions not detrimental to the interests of the Local Government Unit, as shall be satisfactory to the Chairman and as shall be in concert with the Local Government Unit's overall fiscal plan for management of its debt service obligations.

Section 11.02. Delivery of Bonds. The Designated Officers are hereby authorized and directed to deliver the Bonds to the Sinking Fund Depository for authentication, and thereafter to the Purchaser against confirmed receipt of the Purchase Price thereof.

Section 11.03. Clearing Fund. The Designated Officers are hereby authorized and directed to establish with the Sinking Fund Depository, in the name of the Local Government Unit a one-day demand deposit account to facilitate the settlement of the Bonds, designated the "Clearing Fund". The Purchase Price shall be deposited into the Clearing Fund immediately upon receipt and the Designated Officers are hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the Bonds, to execute and deliver documents and to do all other acts, upon advice of Bond Counsel or Solicitor, that are reasonable and necessary to ensure a satisfactory settlement of the sale of the Bonds and a proper application of the proceeds of the Bonds to the Project.

Section 11.04. Expeditious Settlement. The Local Government Unit hereby authorizes and directs the Purchaser, Financial Advisor, Bond Counsel and Solicitor to undertake and perform all actions on behalf of the Local Government Unit necessary and proper to the expeditious settlement of the sale of the Bonds.

The Designated Officers are further authorized and directed to undertake and perform, or cause to be undertaken or performed, all the ordinary duties of the Local Government Unit (and the same are hereby specifically approved) which may be required under, or reasonably contemplated by, the Purchase Proposal, including without limitation, application and qualification for certain bond ratings, establishment of bank accounts with authorized depositories for the deposit and management of Bond proceeds and other funds, purchase of necessary investments, retention of professionals, bond printing, and execution and delivery of any certificates, orders and agreements that may be necessary, in the opinion of the Purchaser, Financial Advisor, Bond Counsel or Solicitor, for settlement of the sale of the Bonds.

- END OF ARTICLE 11 -

ARTICLE 12 - MISCELLANEOUS

Section 12.01. Ratification. The action of the proper officers or agents in advertising a Summary Notice of this Debt Ordinance, as required by law, is ratified and confirmed. The advertisement of the Enactment Notice of this Debt Ordinance is hereby directed.

Section 12.02. Debt Ordinance A Contract. This Debt Ordinance shall be a contract with the Registered Owners, from time to time, of the Bonds.

Section 12.03. Inconsistencies. All prior ordinances, resolutions, or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Section 12.04 Statutory References. All references to specific provisions of statutory law herein contained may be read and interpreted by reference to amended, successor or replacement laws, but only to the extent consistent with the intent and clear meaning of this Debt Ordinance. All inconsistencies shall be resolved with recognition of, and in favor of, the rights of the owners of the Bonds, whose rights shall not be impaired.

Section 12.05. Benefited Parties. Nothing in this Debt Ordinance, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Local Government Unit, the Sinking Fund Depository, the Registered Owners of the Bonds (and the Insurer, if any), any right, remedy or claim under or by reason of this Debt Ordinance or any covenant, condition or stipulation hereof; and all of the covenants, stipulations, promises and agreements in this Debt Ordinance contained by and on behalf of the Local Government Unit shall be for the sole and exclusive benefit of such persons.

Section 12.06. Severability. If any one or more of the covenants or agreements provided in this Debt Ordinance on the part of the Local Government Unit or the Sinking Fund Depository to be performed shall for any reason be held to be illegal or invalid or otherwise contrary to law, then such covenant or covenants or agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements, but shall in no way otherwise affect the validity of this Debt Ordinance.

Section 12.07. No Personal Liability. No covenant or agreement contained in the Bonds or in this Debt Ordinance shall be deemed to be the covenant or agreement of any member, officer, agent, attorney or employee of the Local Government Unit in his individual capacity, and neither the members of the Governing Body nor any Designated Officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.08. Counterparts. This Debt Ordinance may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; but such counterparts shall constitute but one and the same instrument.

- END OF ARTICLE 12 -

COUNTY OF WESTMORELAND
MAXIMUM DEBT SERVICE
AND PRINCIPAL AMORTIZATION SCHEDULE

Westmoreland County NTE combined tax - exempt and taxable					
Year	Market	Coupon	NTE	Coverage	Net debt service proof of wrap
2016					10,231,579.10
2017	405,000.00	2%	555,000.00	150,000.00	11,558,296.53
2018	375,000.00	3%	520,000.00	145,000.00	11,593,776.40
2019	385,000.00	4%	530,000.00	145,000.00	11,590,860.80
2020	400,000.00	4%	545,000.00	145,000.00	11,584,390.60
2021	410,000.00	4%	555,000.00	145,000.00	11,574,842.00
2022	430,000.00	4%	575,000.00	145,000.00	11,574,391.90
2023	445,000.00	4%	600,000.00	155,000.00	11,576,420.00
2024	6,290,000.00	4%	6,450,000.00	160,000.00	11,574,637.50
2025	1,955,000.00	5%	4,165,000.00	2,210,000.00	4,846,087.20
2026	510,000.00	5%	585,000.00	75,000.00	836,433.50
2027	215,000.00	5%	285,000.00	70,000.00	508,133.50
2028	225,000.00	5%	290,000.00	65,000.00	499,758.50
2029	235,000.00	5%	300,000.00	65,000.00	498,483.50
2030	245,000.00	5%	310,000.00	65,000.00	496,758.50
2031	255,000.00	5%	320,000.00	65,000.00	494,595.00
2032	265,000.00	5%	325,000.00	60,000.00	486,976.50
2033	275,000.00	5%	335,000.00	60,000.00	484,114.50
2034	290,000.00	5%	350,000.00	60,000.00	485,792.50
2035	300,000.00	5%	360,000.00	60,000.00	478,962.00
2036	315,000.00	5%	370,000.00	55,000.00	471,599.00
2037	260,000.00	5%	310,000.00	50,000.00	393,750.00
2038	270,000.00	5%	320,000.00	50,000.00	388,250.00
2039	285,000.00	5%	335,000.00	50,000.00	387,250.00
2040	300,000.00	5%	350,000.00	50,000.00	385,500.00
2041	315,000.00	5%	360,000.00	45,000.00	378,000.00
	15,655,000.00		20,000,000.00	4,345,000.00	115,379,639.03

EXHIBIT A

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10526926v1

CERTIFICATE

I, the undersigned, a Designated Officer of the named Local Government Unit, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly adopted by the affirmative vote of the majority of all the members of the Governing Body thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Ordinance was duly recorded; that this Ordinance is still in full force and effect as of the date hereof; that the vote upon said Ordinance was called and duly recorded upon the minutes of the Governing Body; and that the members of the Governing Body voted in the manner following:

	Yes	No	Abstain	Absent
Gina Cerilli	<u>X</u>	_____	_____	_____
Ted Kopas	<u>X</u>	_____	_____	_____
Charles W. Anderson	<u>X</u>	_____	_____	_____

WITNESS my hand and seal of the Local Government Unit this ____ day of _____, 2016.

COUNTY OF WESTMORELAND

[SEAL]

Vera Kopas

Chief Clerk

- (E) Underwriting Engagement Letter and Disclosure By Underwriter pursuant to MSRB Rule G-17 dated August 1, 2016 appointing Boenning & Scattergood, Pittsburgh, PA, to serve as underwriter in connection with the issuance of the Westmoreland County General Obligation Bonds, Series A and B of 2016, subject to the terms of a mutually acceptable bond purchase agreement

- (F) Underwriting Engagement Letter and Disclosure By Underwriter pursuant to MSRB Rule G-17 dated August 15, 2016 appointing PiperJaffray, Pittsburgh, PA, to serve as underwriter in connection with the issuance of the Westmoreland County General Obligation Bonds, Series A and B of 2016, subject to the terms of a mutually acceptable bond purchase agreement

- (G) SEC Post-Issuance Compliance Services Pricing Agreement with Digital Assurance Certification to serve as Disclosure Dissemination Agent for the 1993, 1997, 1998, 1999, 2000, 2003, 2009, 2010, 2012, 2013, 2014 and 2016 Bond Series set forth in the Agreement. The agreement provides for fees associated with each new issue and existing issues and an annual filing fee as follows:

Set-Up fee of existing undertakings & new bond issue	\$2,500.00
Ongoing annual filing/storage fee	\$1,500.00
Total Due Upon Execution	\$4,000.00

All bond calls, defeasance notices or other material event notices will be disseminated by DAC in the amount of \$250.00 each, billed annually. This agreement may be terminated by either party with thirty day written notice.

- (H) **First Amendment to Management Agreement** that was effective April 1, 2014 with **PREMIER HEALTHCARE RESOURCES** to amend the terms, conditions and provisions of the Agreement, including, but not limited to adding a Hospital Liaison position and a ninety (90) day termination provision.

- (I) Professional Services Agreement with **CENTER FOR HEARING & DEAF SERVICES, INC.**, Pittsburgh, PA, for “**Interpreting Services,**” for the period of August 1, 2016 through July 31, 2017, at the following rates:

Interpreting & Transliterating Services - Certified		
Monday-Sunday	7am-7pm	\$60.00/hour
Monday-Sunday	7pm-7am	\$65.00/hour
less than 2-day notice \$65.00/hour		
Interpreting & Transliterating Services - Non-Certified		
Monday-Sunday	7am-7pm	\$50.00/hour
Monday-Sunday	7pm-7am	\$55.00/hour
less than 2-day notice \$55.00/hour		
Tactile Interpreting is used for Deaf-Blind client, additional \$5.00/hour		

Interpreting & Transliterating Services-AOPC Certified		
Monday-Sunday	7am-7pm	\$65.00/hour
Monday-Sunday	7pm-7am	\$70.00/hour
less than 2-day notice \$70.00/hour		
Interpreting & Transliterating Services non-AOPC Certified		
Monday-Sunday	7am-7pm	\$60.00/hour
Monday-Sunday	7pm-7am	\$65.00/hour
less than 2-day notice \$65.00/hour		
Tactile Interpreting is used for Deaf-Blind client, additional \$5.00/hour		

In-Person Interpreting Services		
Monday-Sunday	7am-7pm	\$50.00/hour
Monday-Sunday	7pm-7am	\$55.00/hour
\$5.00 surcharge applies with less than 2-day notice		

Telephonic Interpreting Services		
Monday-Sunday	7am-7pm	\$60.00/hour
Monday-Sunday	7pm-7am	\$60.00/hour

Travel expenses for mileage will be charged at the current IRS rate, plus parking and tolls. In addition travel zone fees are assessed for assignments beyond a 30-mile radius and lodging and meals.

(J) **Exoneration** of County Taxes, interest, penalties and Tax Claim Bureau Fees on properties owned by the **CITY OF JEANNETTE**. Exonerations have been granted by the City of Jeannette and School District of the City of Jeannette.

- 1) Tax Map No.: 14-01-11-0-133 for tax years 2007 through 2016; Exemption status having been granted effective January 15, 2008 by the Westmoreland County Board of Assessment Appeals.
- 2) Tax Map No.: 14-01-11-0-165 for tax years 2006 through 2016; Exemption status having been granted effective January 15, 2008 by the Westmoreland County Board of Assessment Appeals.
- 3) Tax Map No.: 14-01-11-0-166 for tax years 2007 through 2016; Exemption status having been granted effective January 15, 2008 by the Westmoreland County Board of Assessment Appeals.
- 4) Tax Map No.: 14-01-11-0-175 for tax years 2006 through 2016; Exemption status having been granted effective July 15, 2015 by the Westmoreland County Board of Assessment Appeals.
- 5) Tax Map No.: 14-01-11-0-235 for tax years 2006 through 2016; Exemption status having been granted effective January 15, 2016 by the Westmoreland County Board of Assessment Appeals.
- 6) Tax Map No.: 14-01-16-0-492 for tax years 2007 through 2016; Exemption status having been granted effective January 15, 2008 by the Westmoreland County Board of Assessment Appeals.
- 7) Tax Map No.: 14-01-16-0-493 for tax years 2004 through 2016; Exemption status having been granted effective January 15, 2008 by the Westmoreland County Board of Assessment Appeals.
- 8) Tax Map No.: 14-01-16-0-660 for tax years 2005 through 2016; Exemption status having been granted effective January 15, 2008 by the Westmoreland County Board of Assessment Appeals.

- (K) **Exoneration** of County Taxes, interest, penalties and Tax Claim Bureau Fees on properties owned by the **WESTMORELAND COUNTY COMMUNITY COLLEGE**. Exonerations have been granted by the City of New Kensington and New Kensington-Arnold School District for tax year 2014.

Tax Map Nos:

24-03-11-0-131	24-03-11-0-144
24-03-11-0-132	24-03-11-0-145
24-06-11-0-133	24-03-11-0-146
24-03-11-0-134	24-03-11-0-147
24-03-11-0-135	24-03-11-0-148
24-03-11-0-136	24-03-11-0-149
24-03-11-0-137	24-03-11-0-150
24-03-11-0-138	24-03-11-0-151
24-03-11-0-139	24-03-11-0-152
24-03-11-0-140	24-03-11-0-153
24-03-11-0-141	24-03-11-0-435
24-03-11-0-143	

Exemption status having been granted effective January 15, 2015 for all of the listed parcels by the Westmoreland County Board of Assessment Appeals.

Upon review and recommendation of Melissa A. Guiddy, County Solicitor and John S. Austin, Administrator, motion was made by Mr. Anderson, seconded by Mr. Kopas and unanimously agreed to approve the following items for **Westmorland Manor:**

- (A) Maintenance Agreement with **MICROMAIN CORPORATION**, Austin TX, in the amount of **\$795.00**, for a **support subscription to provide maintenance for work order software**. The effective date of the subscription is September 26, 2016 through September 25, 2017.
- (B) Amendment to Agreement with **UPMC COMMUNITY PROVIDER SERVICES**, dated June 13, 2013, to extend the term of the Agreement through September 30, 2020 which allows Westmoreland Manor to participate in a grant from the Department of Health and Human Services, Center for Medicare & Medicaid Services (CMS). The grant, "Reduce Avoidable Hospitalizations Using Evidence-based Interventions for Nursing Facilities (RAVEN)" would provide a team including a Nurse Practitioner and an Enhanced Practice Nurse as well as telehealth technologies and education for staff. The amendment deletes and revises the section pertaining to facility responsibilities and includes a new section allowing the County to opt out of RAVEN with thirty (30) days notice prior to the end of a budget period.
- (C) Health Care Services Agreement with **365 HOSPICE, LLC**, Monroeville, PA effective August 1, 2016 with automatic renewal unless terminated by either party; 365 Hospice, LLC will be included in the list of hospice providers in which hospice agrees to pay 95% of the current per diem Medicare or Medicaid rate as applicable per day.
- (D) Amendment to Professional Services Agreement with **KTH ARCHTECTS**, dated May 26, 2016 in the amount of **\$50,000.00 additional plus permitted reimbursable expenses** for Construction Documents and Construction Administration to convert the D-Wing area of Westmoreland Manor.

* * * * *

Upon review and recommendation of Melissa A. Guiddy, County Solicitor motion was made by Mr. Anderson, seconded by Ms. Cerilli, with Mr. Kopas abstain; motion passes to approve the following item of **Miscellaneous Business**:

- (17) Appoint **Tim Custer** to the **Redevelopment Authority of the County of Westmoreland** for a term of five years, August 1, 2016 through August 1, 2021

Upon review and recommendation of Melissa A. Guiddy, County Solicitor motion was made by Mr. Anderson, seconded by Mr. Kopas and unanimously agreed to approve the following items of **Miscellaneous Business**:

- (1) Amendments to the **2016 Budget** for the Department of Financial Administration, as prepared by Meghan McCandless, Director of Financial Administration

(2) **PROCLAMATIONS**

Recognition & Congratulations-Pastor Derrick S. Johnson Sr.-Elevated to Bishop, Church of the Millennium

National Preparedness Month, September 2016

In Recognition of James Charles Wilmes, for his loyal dedication to Veterans

(3) **Certificates of Special Recognition**

Department of Financial Administration

- (4) Reappoint the following individuals to the **Westmoreland County Area Agency on Aging Advisory Board**, for the term May 1, 2016 through May 1, 2019:

Robert Barker
Joanne Devroude
Loretta Hunker

Joseph Lena
Marcia Wagner
LaVerne Wormack

- (5) Appoint the following individuals to the **Westmoreland-Fayette Workforce Development Board**, for a term August 18, 2016 through December 31, 2020:

Faye A. Rosatti

Lillian Jackson

- (6) Reappoint **Arnold Palmer** to the **Westmoreland County Airport Authority** for a term of five years, January 3, 2015 through January 3, 2020

- (7) Reappoint **Mark Gera** to the **Westmoreland County Airport Authority** for a term of five years, January 7, 2015 through January 7, 2021

- (8) Reappoint **Vince Finoli** to the **Westmoreland County Airport Authority** for a term of five years, January 7, 2013 through January 7, 2018

- (9) Reappoint **Edward Kilkeary, Sr.** to the **Westmoreland County Airport Authority** for a term of five years, January 7, 2012 through January 7, 2017

- (10) Reappoint **Donald Rossi** to the **Westmoreland County Airport Authority** for a term of five years, January 5, 2014 through January 5, 2019
- (11) Reappoint **Janice Smarto** to the **Westmoreland County Airport Authority** for a term of five years, January 7, 2012 through January 7, 2017
- (12) Reappoint **Paul Puleo** to the **Westmoreland County Airport Authority** for a term of five years, January 1, 2016 to January 1, 2021
- (13) Reappoint **Frank Tosto, Jr.** to the **Westmoreland County Transit Authority** for a term of five years, January 7, 2014 through January 7, 2019
- (14) Reappoint **Nelson Mayer** to the **Westmoreland County Transit Authority** for a term of five years, January 7, 2015 through January 5, 2020
- (15) Appoint **Tony Liza** to the **Westmoreland County Transit Authority** for a term of five years, January 7, 2016 through January 7, 2021
- (16) Appoint **Lisa Liston** to the **Westmoreland County Transit Authority** for a term of five years, January 7, 2013 through January 7, 2018
- (18) Appoint **Marcia Walsh** to the **Westmoreland County Children’s Bureau Advisory Board** for a term of three year, August 18, 2016 through December 31, 2019

(19) **Certificates of Service**

35 Years

Brenda Ford

25 Years

Patricia Salvio

Patrick Stefanon

20 Years

James Shaffer

Lisa Swartz

15 Years

Rosemary Bachman

John Webb

Angel Waldron

10 Years

Becky Garris

Adrienne Nobile

Christopher Tantlinger

Motion was made by Mr. Anderson, seconded by Mr. Kopas, and it was unanimously agreed to adjourn the meeting at 10:45am.

Certified by,

Charles W. Anderson
Secretary