

MUNICIPALITY OF MONROEVILLE

BOND ORDINANCE**#2108**

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE MUNICIPALITY FOR THE PURPOSES OF (i) FINANCING CERTAIN CAPITAL IMPROVEMENTS AND PROJECTS OF THE MUNICIPALITY FOR THE NEXT 3 YEARS, (ii) REFUNDING A PORTION OF THE MUNICIPALITY'S PREVIOUSLY ISSUED GENERAL OBLIGATION BONDS, SERIES OF 1996 AND (iii) FINANCING CERTAIN COSTS OF ISSUING THE BONDS, INCLUDING THE BOND INSURANCE PREMIUM; PROVIDING FOR THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF \$9,995,000 (TOGETHER, THE "BONDS"); FINDING A PRIVATE SALE UPON INVITATION TO BE IN THE BEST FINANCIAL INTEREST OF THE MUNICIPALITY; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITARY AND AN ESCROW AGENT; SETTING FORTH THE MATURITIES, RATES OF INTEREST AND REDEMPTION PROVISIONS FOR THE BONDS AND THE FORM OF BONDS; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF THE BONDS; AWARDING THE BONDS TO THE PURCHASER(S) THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF THE BONDS; PROVIDING FOR PAYMENTS INTO AND FROM A SINKING FUND FOR THE BONDS; ASSUMING AND AGREEING TO PAY CERTAIN TAXES IF AND AS LEVIED ON THE PRINCIPAL OR INTEREST OF THE BONDS; COVENANTING TO PAY DEBT SERVICE ON THE BONDS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE MUNICIPALITY FOR THE PAYMENT THEREOF; ESTABLISHING A SINKING FUND FOR THE BONDS AND A CONSTRUCTION FUND; PROVIDING FOR THE REDEMPTION OF THE BONDS; PROVIDING FOR THE INVESTMENT OF THE PROCEEDS OF THE BONDS; PROVIDING FOR CERTAIN COVENANTS REGARDING FEDERAL INCOME TAX MATTERS; DESIGNATING THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" UNDER SECTION 265(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE, DEBT EXCLUSION PROCEEDINGS, IF REQUIRED, AND A TRANSCRIPT OF THE PROCEEDINGS FOR THE ISSUANCE OF THE BONDS; RATIFYING THE INVITATION TO BID AND THE PRELIMINARY OFFICIAL STATEMENT; APPROVING AN OFFICIAL STATEMENT FOR THE BONDS; PROVIDING FOR A MUNICIPAL BOND INSURANCE POLICY AND CERTAIN AGREEMENTS IN CONNECTION WITH SUCH POLICY FOR THE BONDS; AUTHORIZING THE TAKING OF CERTAIN ACTIONS WITH RESPECT TO CONTINUING DISCLOSURE OF INFORMATION; AUTHORIZING EXECUTION OF AN ESCROW DEPOSIT AGREEMENT FOR THE BENEFIT OF THE REFUNDED BONDS; APPOINTING COHEN & GRIGSBY, P.C., PITTSBURGH, PENNSYLVANIA, AS BOND COUNSEL WITH RESPECT TO THE BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the Municipality of Monroeville, Pennsylvania (the "Municipality"), proposes to incur nonelectoral debt pursuant to the Local Government Unit Debt Act, being Act No. 185 of the General Assembly of the Commonwealth of Pennsylvania, approved July 12, 1972, as reenacted by Act No. 177 of 1996, approved December 19, 1996, as amended (the "Debt Act"), by the issuance of its \$9,995,000 General Obligation Bonds, Series of 1999 (the "Bonds"); and

WHEREAS, the proceeds of the Bonds which, together with the income from the investment of part of such proceeds, will be used (i) to advance refund a portion of the Municipality's previously issued General Obligation Bonds, Series of 1996 (the "Prior Bonds"), (ii) to finance certain capital projects and improvements of the Municipality for the next 3 years including construction, refurbishment, renovation, equipping and/or and improvements to the roads, traffic control, parks and recreation, storm sewers, roads and bridges, vehicles, completion of the municipal building and various other capital projects of the Municipality, and (iii) to pay all expenses, including the premium for bond insurance, incurred by the Municipality in connection with the issuance and sale of the Bonds.

NOW, THEREFORE, BE AND IT HEREBY IS ORDAINED AND ENACTED by the Municipal Council of the Municipality of Monroeville as follows:

Section 1. Incurrence of Nonelectoral Debt; the Bonds. The Municipality hereby determines to incur nonelectoral debt in accordance with the provisions of the Debt Act by the issuance of its General Obligation Bonds in the aggregate principal amount of \$9,995,000 designated "Municipality of Monroeville, Pennsylvania, General Obligation Bonds, Series of 1999" or similar designation.

Section 2. The Project. The Bonds shall be issued to finance the cost of a "project" within the meaning of the Debt Act consisting of the (i) advance refunding of a portion of the outstanding Prior Bonds as set forth on Exhibit C hereto (the "Refunding Project"), (ii) financing of certain capital projects and improvements of the Municipality, including, (a) construction, refurbishment, renovation, equipping and/or improvement to the roads, traffic control, parks and recreation, storm sewers, roads and bridges, vehicles, completion of the municipal building and various other capital projects of the Municipality (the "Capital Project"); and (iii) paying costs of issuing the Bonds. The proceeds of the Bonds, together with the income from the investment of a part of such proceeds, will be used to pay the cost of the Refunding Project and the Capital Project within the meaning of the Debt Act, including, without limitation, all costs and expenses incurred by the Municipality in connection with the issuance and sale of the Bonds.

The realistic useful life of the Capital Project being financed with the proceeds of the Bonds is at least 19.0 years. The Municipality has obtained realistic cost estimates for the cost of the Capital Project from registered architects, professional engineers or other persons qualified by experience.

The refunding of the Prior Bonds is authorized by Section 8241(b)(2) of the Debt Act. The amounts and maturities of Prior Bonds subject to the Refunding Project are set forth in Schedule C hereto.

Section 3. Appointment of Paying Agent and Sinking Fund Depository. The proper officers of the Municipality are hereby authorized and directed to contract with S&T Bank, Indiana, Pennsylvania for its services as paying agent for the Bonds (in such capacity, the "Paying Agent") and as sinking fund depository (in such capacity, the "Sinking Fund Depository"), at such initial and annual charges as shall be appropriate and reasonable for such services, and S&T Bank, Indiana, Pennsylvania is hereby appointed to such positions.

Section 4. Denominations; Rates of Interest; Dates; Numbers; Maturities. The Bonds (i) shall be substantially in the form set forth in Exhibit A appended hereto, (ii) shall be issued in fully registered form in the denomination of \$5,000.00 and integral multiples thereof, (iii) shall be initially dated as of April 15, 1999 and thereafter shall be dated the date of their authentication, (iv) shall bear interest at the rates set forth on Exhibit B from the interest payment date next preceding the date of authentication unless (a) such Bond is authenticated as of an interest payment date, in which event such Bond shall bear interest from the date of authentication, or (b) such Bond is authenticated after a Record Date, as such term is hereinafter defined, and before the next succeeding interest payment date, in which event such Bond shall bear interest from such interest payment date, or (c) such Bond is authenticated on or prior to the Record Date preceding December 1, 1999, in which event such Bond shall bear interest from April 15, 1999, (v) shall bear such serial numbers as the Paying Agent shall assign thereto according to the records of the Paying Agent and (vi) shall mature on June 1 of the years and in the principal amounts as set forth on Exhibit B:

Interest on the Bonds shall be due and payable semi-annually on June 1 and December 1 of each year, commencing on December 1, 1999 to the registered owners of the Bonds at the close of business on the fifteenth calendar day of the month (whether or not a day on which the Paying Agent shall be open for business) immediately preceding such interest payment date (the "Record Date"), irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such interest payment date. Principal shall be paid at the designated corporate trust office of the Paying Agent, or at the duly designated corporate trust office of any duly appointed alternate or successor paying agent, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by check or draft drawn upon any such Paying Agent and mailed to the registered owners of the Bonds entitled thereto at their addresses as they appear on the Bond registry books of the Municipality. In the event any such interest is not paid, such defaulted interest will be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by or on behalf of the Municipality to the registered owners of the Bonds not less than 15 days preceding such special record date. Such notice will be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth day preceding the date of mailing.

If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for the redemption thereof, and if the Municipality shall have irrevocably deposited with the Paying Agent funds sufficient to pay the principal thereof (and the premium, if any) together with all interest due thereon to the date of maturity thereof or to the date fixed for the redemption thereof, as the case may be, for the benefit of the registered owner thereof, all liability of the Municipality to the registered owner thereof for the payment of the principal thereof and the interest thereon (and all liability of the Municipality to the registered owner thereof for the premium, if any), as the case may be, shall forthwith cease, determine and be completely discharged, unless the Paying Agent shall, as permitted by law, thereafter pay the amounts so deposited with the Paying Agent for the payment thereof or of any interest thereon (or of any premium thereon) to the Municipality or to such officer, board or body as may then be entitled by law to receive the same, in which case the registered owner thereof shall thereafter look only to the Municipality or to such officer, board or body, as the case may be, for payment and then only to the extent of the amounts so received without interest thereon.

Section 5. Redemption. Bonds maturing on and after June 1, 2005, are subject to redemption prior to maturity, at the option of the Municipality, either as a whole at any time on or after June 1, 2004, or in part from time to time, in such order of maturity as the Municipality shall determine and by lot within a maturity, at any time on or after June 1, 2004, in each case, at a redemption price equal to 100% of the principal amount redeemed, together with interest accrued thereon to the date fixed for redemption.

Bonds maturing on June 1, 2003 (the "Term Bonds") are subject to mandatory redemption prior to maturity in part in order of their maturities and by lot within a maturity in the principal amounts and on June 1 of the years shown on Exhibit B at a redemption price equal to 100% of the principal amount thereof, together with interest accrued thereon to the date fixed for redemption.

Not less than 30 nor more than 60 days prior to each June 1 on which Term Bonds must be redeemed, the Paying Agent shall give notice of the redemption on such June 1 (the "Mandatory Redemption Date") of the principal amount of the Term Bonds to be redeemed, except that the amount to be redeemed shall be reduced by the principal amount of (a) any Term Bonds which are surrendered to the Paying Agent by the Municipality before the June 1 immediately preceding the Mandatory Redemption Date for credit against such redemption and not previously so credited and (b) any Term Bonds, the serial numbers of which shall be specified by the Municipality to the Paying Agent before such June 1 as to which the Municipality obtains for the Paying Agent before such June 1 the unconditional rights to purchase on the Mandatory Redemption Date at a price not greater than the principal amount thereof plus accrued interest thereon to the Mandatory Redemption Date. On the Mandatory Redemption Date, the Paying Agent shall redeem the amount of the Term Bonds specified in the notice of redemption and purchase the Term Bonds covered by such rights of purchase.

If less than all Bonds of a maturity are to be redeemed, the particular Bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent may determine. In the case of a Bond of a denomination greater than \$5,000, the

Paying Agent shall treat each such Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000.

When required or directed to redeem Bonds, the Paying Agent shall cause notice of the redemption to be given by first-class mail, postage pre-paid, to all registered owners of Bonds to be redeemed at their registered addresses not less than 30 nor more than 60 days prior to the redemption date. Any such notice shall be given in the name of the Municipality, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price and shall state that on the redemption date the Bonds called for redemption will be payable at a designated corporate trust office of the Paying Agent and that from that date interest will cease to accrue on the Bonds or portions thereof to be redeemed. Failure to mail any notice or any defect in the mailed notice or in the mailing thereof shall not affect the validity of the proceedings for the redemption of Bonds with respect to which no such failure or defect occurred. The Paying Agent may use CUSIP numbers in notices of redemption as a convenience to owners of the Bonds, provided that such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the serial numbers of the Bonds.

If at the time of mailing of notice of any optional redemption the Municipality shall not have deposited with the Paying Agent moneys sufficient to redeem all Bonds called for redemption, such notice may state that it is conditional in that it is subject to the deposit of the redemption moneys with the Paying Agent not later than the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

If unconditional notice of redemption has been duly given or duly waived by the owners of all Bonds called for redemption, or conditional notice of redemption has been so given or waived and the redemption moneys have been duly deposited with the Paying Agent, then in either case the Bonds (or portions thereof) called for redemption shall be payable on the redemption date at the applicable redemption price. Payment of the redemption price, together with accrued interest, shall be made by the Paying Agent to or upon the order of the owners of the Bonds called for redemption upon surrender of such Bonds at a designated corporate trust office of the Paying Agent.

Any Bond which is to be redeemed only in part shall be surrendered at a designated corporate trust office of the Paying Agent and (if so required by the Municipality or the Paying Agent) shall be accompanied by a written instrument of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered owner or by such owner's duly authorized attorney, and the Municipality shall execute and the Paying Agent shall authenticate and deliver to said registered owner, without service charge, a new Bond or Bonds of the same maturity as the Bond being partially redeemed and of any authorized denomination as requested by said registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

In addition to the foregoing notice, further notice of redemption shall be given by the Paying Agent as hereinafter provided, provided, however, that the failure to give such further notice or any defect therein shall not affect the validity of the proceedings for the redemption of any Bonds. Each further notice of redemption given hereunder shall

(a) contain, in addition to the information required above for an official notice of redemption, (i) the CUSIP numbers of all Bonds being redeemed, (ii) the date of issue of the Bonds as originally issued, (iii) the rate of interest of each Bond being redeemed, (iv) the maturity date of each Bond being redeemed and (v) any other descriptive information needed to identify accurately the Bonds being redeemed; and

(b) be sent at least 35 days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being Depository Trust Company, Midwest Securities Trust Company and Pacific Securities Depository Trust Company) and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds (such as the Bond Buyer or the Wall Street Journal).

To the extent reasonably practicable, upon the payment of the redemption price of the Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with such check or other transfer of funds.

Section 6. Registration, Transfer and Exchange. The Municipality shall cause books for the registration and transfer of the Bonds to be kept at a designated corporate trust office of the Paying Agent and hereby appoints the Paying Agent its registrar and transfer agent to keep such books and to make such registrations and transfers under such reasonable regulations as the Municipality or the Paying Agent may prescribe.

Upon surrender for transfer of any Bond at such office, the Municipality shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity of any authorized denomination for the aggregate principal amount which the registered owner is entitled to receive. No transfer of any Bond will be effective until entered on the Bond registry books of the Municipality.

Bonds, upon surrender thereof at a designated corporate trust office of the Paying Agent with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or such owner's attorney duly authorized in writing, may at the option of the registered owner thereof be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate in any of the authorized denominations and registered in such name or names as may be requested.

All Bonds presented for transfer, exchange, registration, redemption or payment (if so required by the Municipality or the Paying Agent) shall be accompanied by a written instrument or instruments of transfer, in form and with guarantee of signature satisfactory to the

Paying Agent, duly executed by the registered owner or by such owner's duly authorized attorney.

No service charge shall be made for any exchange, transfer or registration of Bonds, but the Municipality may require payment of a sum sufficient to pay any tax or other governmental charge that may be imposed in relation thereto.

Neither the Municipality nor the Paying Agent shall be required to issue, transfer or exchange Bonds during a period beginning at the opening of business on the fifteenth day next preceding any interest payment date or any date of selection of Bonds to be redeemed and ending at the close of business on the interest payment date or day on which the applicable notice of redemption is given, or to transfer or exchange any Bonds selected or called for redemption in whole or in part.

Section 7. Award of the Bonds. Having previously considered the sale of the Bonds at either a public or a private sale, the Municipality hereby determines that a private sale of the Bonds upon invitation is in the best financial interest of the Municipality. The Invitation to Bid used in connection with such private sale upon invitation is hereby approved. The proposal of Nike Securities, L.P. attached as Exhibit D (the "Purchaser") for the purchase of the Bonds (the "Purchase Contract") is hereby accepted and the Bonds are hereby awarded to the Purchaser for the consideration specified in said proposal, plus accrued interest thereon to the date of delivery of and payment for the Bonds. The proper officers of the Municipality are hereby authorized and directed to deliver the Bonds to the Purchaser upon receipt of cash or its substantial equivalent in the amount of such consideration. The bid security received from the Purchaser shall be handled by the Municipality in the manner described in the Invitation to Bid.

Section 8. Execution and Delivery of Bonds. The form of the Bond and the Paying Agent's Certificate of Authentication each shall be substantially in the form set forth in Exhibit A appended hereto. The Bonds shall be executed by the Mayor or the Deputy Mayor and shall have the corporate seal of the Municipality affixed thereto, either manually or by engraved or lithographic facsimile, duly attested by the Manager and the said officers are hereby authorized to execute the Bonds as aforesaid; provided, that all such signatures may be by facsimile if such Bonds are manually authenticated by the Paying Agent. The proper officers of the Municipality or any of them are further authorized and directed to deliver the Bonds to the Purchaser in accordance with the terms and conditions of the Purchase Contract and to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the issue and sale of the Bonds, all in accordance with this Ordinance, including, without further authorization, the disbursement of funds to pay all costs and expenses incurred by the Municipality in connection with the preparation, issue and sale of the Bonds as set forth in a Closing Statement.

Section 9. Covenant to Pay Debt Service: Payments from Sinking Fund. The Municipality covenants to pay the principal of, the premium, if any, and the interest on the Bonds as the same shall become due.

Until the Bonds shall be fully paid, the Sinking Fund Depository shall pay to the Paying Agent from the Sinking Fund established in Section 11 hereof not later than 11:00 a.m., Pittsburgh time, on the Business Day (herein defined as any day other than a Saturday, Sunday or any other day on which banking institutions in the Commonwealth of Pennsylvania are authorized or obligated to remain closed) next preceding each principal, interest or redemption date (a "Sinking Fund Payment Date"), for the purpose of paying the principal of and interest on the Bonds, the amounts set forth in Exhibit B.

Section 10. Covenant to Budget and Appropriate General Revenues: Pledge of Full Faith, Credit and Taxing Power. The Municipality hereby covenants with the owners from time to time of the Bonds outstanding pursuant to this Ordinance that it shall include the amount of the debt service as specified in Section 9 hereof, the amounts stated therein being hereby incorporated in this covenant by reference, in its budget for that year and shall appropriate such amounts from its general revenues to the payment of such debt service covenanted to be paid and shall duly and punctually pay or cause to be paid from the Sinking Fund the principal of every Bond and the interest thereon at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and for such budgeting, appropriation and payment, the Municipality does hereby pledge its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenant shall be specifically enforceable.

Section 11. Establishment and Operation of Sinking Fund and Construction Fund. There is hereby established with the Sinking Fund Depository a sinking fund to be known as "Sinking Fund, Municipality of Monroeville, Pennsylvania, General Obligation Bonds, Series of 1999" (the "Series 1999 Sinking Fund") into which the Municipality covenants to deposit, and into which the Treasurer of the Municipality is hereby authorized and directed to deposit, all moneys for the payment of debt service on the Bonds, included in the annual budget of the Municipality and appropriated to the payment of such debt service in accordance with Section 10 hereof prior to 11:00 a.m., Pittsburgh time, on the Business Day next preceding the Sinking Fund Payment Date in amounts sufficient to pay the interest then due plus principal or redemption price on the Bonds maturing or called for redemption. All moneys received by the Municipality as accrued interest on the Bonds upon the issuance thereof shall be deposited immediately upon the receipt thereof in the Sinking Fund, and, pending the application thereof on December 1, 1999 to the payment of interest on the Bonds, shall be invested by the Sinking Fund Depository upon receipt of specific written directions from the Municipality in investment obligations authorized by law. All sums in the Sinking Fund shall be applied exclusively to the payment of the principal or redemption price of and interest on the Bonds as the same shall from time to time become due and payable and the balance of said moneys over and above the sums so required shall remain in the Sinking Fund, subject, however, to withdrawal for investment in obligations authorized by law, which obligations and interest thereon shall be held exclusively for the purposes of the Sinking Fund. The Sinking Fund shall be kept and maintained in a separate account at a designated corporate trust office of the Sinking Fund Depository until such time as the Municipality by Ordinance shall provide for a similar separate account in another bank or bank and trust company doing business in the Commonwealth of Pennsylvania. The Sinking Fund Depository, without further authorization than as herein contained, shall pay to the Paying Agent from the moneys in the Sinking Fund in accordance with Section 9 hereof, the principal of

and interest on the Bonds as and when the same shall become due, whether at the stated maturity or upon the redemption thereof.

The Municipality covenants to establish, and does hereby establish, a separate account in the name of the Municipality to be known as the "Municipality of Monroeville 1999 Construction Fund" (referred to herein as the "Construction Fund"). The Construction Fund shall be expended first for the payment of all necessary and proper costs of the Capital Project, and then for any other lawful purpose as provided in the Municipality's Home Rule Charter, as amended (the "Home Rule Charter"), the Debt Act and other applicable laws. All moneys in the Construction Fund may be invested upon the written instructions (or telephone instructions, if followed by written instructions within twenty-four hours) of the Treasurer of the Municipality, or duly appointed agent of the Municipality, without further authorizations by Municipal Council in obligations authorized for the investment of Municipality funds by the Home Rule Charter and the Debt Act, with regard to anticipated expenditures for municipal construction purposes.

Section 12. Redemption of the Prior Bonds. In accordance with the Ordinance adopted by the Municipality in connection with the Municipality's General Obligation Bonds, Series of 1996 (the "1996 Ordinance"), the Municipality hereby calls for redemption on June 1, 2000 prior to its maturity, \$680,000 of the outstanding 1996 Bonds, at a redemption price of 100% of the principal amount redeemed, as shown on Exhibit C attached hereto.

Section 13. Escrow Deposit Agreement. In order to implement the refunding of the Prior Bonds and to provide for the investment of part of the proceeds of the Bonds in Government Securities and the application of such moneys and the interest earned or other income realized thereon, (i) the Municipality shall enter into a Escrow Deposit Agreement (the "Escrow Deposit Agreement") between the Municipality and Chase Manhattan Trust Company, National Association, Pittsburgh, Pennsylvania, in its capacity as Escrow Agent for the Prior Bonds (the "Escrow Agent") in such form as approved by the Municipality and its Solicitor; (ii) the Mayor or the Deputy Mayor of the Municipality is hereby authorized and directed, in the name and on behalf of the Municipality, to execute the Escrow Deposit Agreement in such form with such changes therein as the officer executing the same shall approve, such approval to be conclusively evidenced by such officer's execution thereof; (iii) the Secretary or the Manager of the Municipality is hereby authorized and directed to affix the seal of the Municipality to the Escrow Deposit Agreement, when so executed, and to attest said seal; (iv) said officers of the Municipality are hereby authorized and directed to deliver the Escrow Deposit Agreement, when so executed and sealed, to the Escrow Agent; and (v) said officers of the Municipality are hereby authorized and directed to perform such additional acts and to execute and deliver such additional documents as may be required in their judgment to effect the refunding of the Prior Bonds.

Section 14. Purchase of United States Treasury Securities. The Mayor, the Deputy Mayor, the Secretary, the Treasurer or the Manager are each hereby authorized and directed to execute and deliver agreements, orders or subscriptions for purchase of United States Treasury Obligations, other securities of United States of America or other investments satisfying the requirements of the Debt Act, in which the proceeds of the Bonds, and if applicable, other funds to be deposited under the Escrow Deposit Agreement shall be invested

pending application to redemption of the Prior Bonds and to take and to authorize such other acts as shall be necessary or appropriate to provide for retirement of the Prior Bonds as described in herein and in the Purchase Contract.

Section 15. Non-Arbitrage Covenant and Designation of Bonds as Qualified Tax-Exempt Obligations. The Municipality hereby covenants with the owners from time to time of the Bonds that it will make no use of the proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated or proposed thereunder, and that it will comply with the requirements of said Section, including without limitation, subsection (f) thereof, and said regulations throughout the term of the Bonds. The foregoing covenant shall survive the payment in full of the Bonds.

The Municipality hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Section 16. Certain Other Covenants and Representations and Warranties Regarding Federal Income Tax Matters.

The Municipality hereby covenants with the owners from time to time of the Bonds as follows:

(i) No portion of the facilities refinanced with the proceeds of the Bonds will be leased to or managed by any person, other than the Municipality, or used by any person, other than the Municipality, on a basis different from such use by the general public;

(ii) The Municipality will take no action with respect to the facilities refinanced with the proceeds of the Bonds which would cause the Bonds to come within the definition of "private activity bonds" contained in Section 141 of the Code; and

(iii) The Municipality will comply with all requirements of the Code and the regulations promulgated or proposed thereunder applicable to the Bonds in order to ensure that interest on the Bonds will remain excluded from gross income for federal income tax purposes under Section 103(a) of the Code.

Section 17. Filing with Pennsylvania Department of Community and Economic Development. The Mayor or the Deputy Mayor, the Manager or any duly appointed successor or acting officers, as the case may be, are hereby authorized and directed to prepare, verify and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Debt Act, a transcript of the proceedings relating to the issuance of the Bonds, including the Debt Statement required by Section 8110 of the Debt Act and a Borrowing Base Certificate, and to take other necessary action, including, if necessary or desirable, the preparation and filing of any statements, reports or documents required to exclude any portion of the debt of the Municipality from the appropriate debt limit as self-liquidating or subsidized debt.

Section 18. Approval of Official Statement. The Municipality hereby ratifies the use of the Preliminary Official Statement dated March 12, 1999 (the "Preliminary Official Statement") for the Bonds by the Purchaser in connection with the public offering of the Bonds. The execution of a certificate by the Mayor or the Deputy Mayor stating that the Preliminary Official Statement is "deemed final", as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12") is hereby ratified and approved. The Municipality hereby states that the Preliminary Official Statement is "deemed final", as of its date, within the meaning of Rule 15c2-12. The Purchaser is hereby authorized to prepare and distribute the final Official Statement in substantially the form of the Preliminary Official Statement with such changes therein as shall be approved by the Mayor or the Deputy Mayor. The Mayor or the Deputy Mayor is hereby authorized and directed, in the name and on behalf of the Municipality, to execute the final Official Statement in such form but with such changes therein as such officer may approve, such officer's approval and the approval of the Municipality to be conclusively evidenced by such officer's execution thereof, and the Purchaser is hereby authorized to distribute and circulate the final Official Statement to the public in connection with the offering and sale of the Bonds. The final Official Statement, incorporating such changes as the Mayor or the Deputy Mayor may have approved, is hereby deemed to be a "final official statement", as of its date, within the meaning of Rule 15c2-12.

Section 19. Municipal Bond Insurance Policy. The proper officers of the Municipality are hereby authorized and directed to contract with Financial Guaranty Insurance Company (the "Insurer") for the issuance of a Municipal Bond Insurance Policy (the "Policy") in connection with the Bonds and to cause the premium thereon to be paid from the proceeds of the Bonds.

Section 20. Agreements in Connection with the Policy; Subrogation Rights; Consent of Insurer; Interested Parties. The proper officers of the Municipality or any of them are further authorized and directed, in the name and on behalf of the Municipality, to execute and deliver such documents, agreements, including a paying agent agreement, and certificates and to take such other action as may be necessary or appropriate in order to induce the Insurer to issue the Policy. The Insurer is hereby declared to be a third-party beneficiary of any paying agency agreement.

In the event that either or both the principal of or interest on the Bonds shall be paid by the Insurer pursuant to the Policy the Bonds shall remain outstanding for all purposes, not to be defeased or otherwise satisfied and not considered paid by the Municipality, and the pledge by the Municipality of its full faith, credit and taxing power and all covenants, agreements and other obligations of the Municipality to the owners of the Bonds set forth in this Ordinance shall continue to exist and the insurer shall be subrogated to the rights of the owners of such Bonds.

The Insurer shall be deemed to be the owner of the Bonds insured by it (i) at all times for the purpose of the initiation by the owners of the Bonds of any action to be undertaken under the Debt Act or by the Paying Agent at the request of the owners of the series of Bonds which under the Debt Act requires the written approval or consent of or can be initiated by the

owners of 25% in aggregate principal amount of the Bonds at the time outstanding and (ii) following an event of default for all other purposes.

The Municipality agrees that for so long as the Policy is in effect, the Municipality will neither amend nor supplement any provision of this Ordinance relating to the security for the then outstanding Bonds or expressly recognizing or granting rights in or to the Insurer without having first obtained the prior written consent of the applicable Insurer.

Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Municipality, the Insurer and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation herein, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the Municipality shall be for the sole and exclusive benefit of the Municipality, the Insurer and the registered owners of the Bonds.

Section 21. Book-Entry Only Bonds. The Bonds shall be initially issued in book-entry only form. In the event that any provision of this subsection "Book-Entry Only Bonds" is inconsistent with other provisions of this Ordinance, so long as the Bonds shall be in book-entry only form, the provisions of the subsection "Book-Entry Only Bonds" shall govern. The Depository Trust Company ("DTC") will act as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity set forth in this Ordinance, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Registrar shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the Municipality or the Registrar 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 shall transfer record ownership of all or any portion of the Bonds on the registration books maintained by the Paying Agent, in connection with discontinuing the book-entry system or otherwise.

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 shall be made to DTC or its nominee in New York Clearing House or equivalent next day funds on the dates provided for such payments under this Ordinance. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Municipality or the Paying Agent 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, the Registrar shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC or its nominee may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that, in each case the Registrar shall request, and DTC shall deliver to the Registrar a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of Bonds which have been redeemed.

The Municipality and Paying Agent 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 owners of Bonds under this Ordinance, registering the transfer of Bonds, obtaining any consent or other actions to be taken by owners of Bonds and for all other purposes whatsoever and neither the Municipality nor the Paying Agent shall 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 registration books of the Registrant as being an owner of Bonds, with respect to either; (i) the Bonds; or (ii) the accuracy of any records maintained by DTC or any such participant; or (iii) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (iv) any notice which is permitted or required to be given to owners of Bonds under his Ordinance; or (v) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC an owner of Bonds.

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 owners of Bonds under this Ordinance shall be given to DTC as provided in the Representation Letter, in such form as is acceptable to the Paying Agent, Registrar, the Municipality and DTC.

In connection with any notice or other communication to be provided to owners of Bonds pursuant to this Ordinance by the Municipality or the Paying Agent with respect to any consent or other action to be taken by owners of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the Municipality or the Paying Agent may establish a special record date for such consent or other action. The Municipality or the Paying Agent shall give DTC notice of such Special Record Date not fewer than fifteen (15) calendar days in advance of such Special Record Date to the extent possible.

At or prior to the issuance of the Bonds, the Municipality and the Paying Agent shall execute or signify their approval of the Representation Letter. Any successor Trustee shall, 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: (i) DTC determines to resign as securities depository for the Bonds; or (ii) the Municipality provides thirty (30) days' notice of such discontinuation to the Paying Agent and DTC) that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the Municipality. Upon the occurrence of either such event, the Municipality may attempt to establish a securities depository book-entry relationship with another securities depository. If the Municipality does not do so, or is unable to do so, and after the Municipality has notified DTC and upon surrender to the Paying Agent of the Bonds held by DTC, the Municipality will issue and the Paying Agent will authenticate and deliver the Bonds in registered certificate form in denominations of \$5,000

and integral multiples thereof, at the expense of the Municipality 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 Municipality or the Paying Agent for the accuracy of such designation. Whenever DTC requests the Municipality or the Paying Agent to do so, the Municipality or the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Section 22. Appointment of Bond Counsel. Cohen & Grigsby, P.C. of Pittsburgh, Pennsylvania is hereby appointed Bond Counsel in connection with the issuance of the Bonds.

Section 23. Repealer. All Ordinances or parts of Ordinances not in accord with this Bond Ordinance are hereby repealed insofar as they conflict herewith.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 25th day of March, 1999.

MUNICIPALITY OF MONROEVILLE

By Sean F. Joy
Mayor

[Seal]

Attest:

Marshall W. Bond

Municipal Manager

FORM OF SERIES OF 1999 BONDS

MUNICIPALITY OF MONROEVILLE, PENNSYLVANIA,
GENERAL OBLIGATION BOND,
SERIES OF 1999

No. R \$

Maturity Date:

Interest Rate: % Per Annum

Registered Owner: CEDE & CO.

. Dollars

Municipality of Monroeville, Commonwealth of Pennsylvania (the "Municipality"), a municipality existing by and under the laws of the Commonwealth of Pennsylvania, for value received, hereby promises to pay to the registered owner shown hereon or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the redemption price shall have been duly made or provided for, upon surrender hereof, the principal sum shown hereon and to pay interest thereon, at the rate per annum shown hereon from the interest payment date next preceding the date of authentication hereof to which interest has been paid or duly provided for, unless (a) this Bond is authenticated as of an interest payment date, in which event this Bond shall bear interest from the date of authentication, or (b) this Bond is authenticated after a Record Date, as such term is hereinafter defined, and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date, or (c) this Bond is authenticated on or prior to the Record Date preceding December 1, 1999, in which event this Bond shall bear interest from April 15, 1999, until the Municipality's obligation with respect to the payment of said principal sum shall be discharged as provided in the Bond Ordinance hereinafter mentioned, and to pay interest, to the extent legally enforceable, on overdue interest, at the same rate per annum.

Interest shall be due and payable semi-annually on June 1 and December 1 of each year, commencing on December 1, 1999, to the registered owner shown hereon at the close of business on the last day of the month (whether or not a day on which the Paying Agent hereinafter mentioned shall be open for business) next preceding such interest payment date (the "Record Date"), irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date. Principal shall be paid at a designated corporate trust office of S&T Bank (the "Paying Agent"), or at the duly designated office of any duly appointed alternate or successor paying agent, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by check or draft drawn upon any such paying agent and mailed to the

registered owner hereof entitled thereto at such owner's address as it appears on the Bond registry books of the Municipality. In the event any such interest is not paid, such defaulted interest will be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by or on behalf of the Municipality to the registered owner of this Bond not less than 15 days preceding such special record date. Such notice will be mailed to the person in whose name this Bond is registered at the close of business on the fifth day preceding the date of mailing.

This Bond is one of a duly authorized series (the "Series of 1999 Bonds") limited in aggregate principal amount to \$9,995,000 authorized to be issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania being Act No. 185 of the General Assembly of the Commonwealth of Pennsylvania, approved July 12, 1972, as reenacted by Act No. 177 of 1996, approved December 19, 1996, as amended, and by virtue of a Bond Ordinance of the Municipality adopted March 25, 1999 (the "Bond Ordinance") and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

This Bond is not valid unless the Paying Agent's Certificate of Authentication endorsed hereon is duly executed.

In the manner and upon the terms and conditions provided in the Bond Ordinance, the Series of 1999 Bonds maturing on and after June 1, 2005, are subject to redemption prior to maturity, at the option of the Municipality, either as a whole at any time on or after June 1, 2004, or in part from time to time in such order of maturity as the Municipality shall determine and by lot within a maturity, at any time on or after June 1, 2004, in each case, at a redemption price equal to 100% of the principal amount redeemed, together with interest accrued thereon to the date fixed for redemption.

In the manner and upon the terms and conditions provided in the Bond Ordinance, the Bonds maturing on June 1, 2003 are subject to mandatory redemption prior to maturity in part in order of their maturities by lot within a maturity in the principal amounts and on June 1 of the years shown below at a redemption price equal to 100% of the principal amount thereof, together with interest accrued thereon to the date fixed for redemption:

<u>Year</u>	<u>Amount</u>
2000	\$10,000
2001	10,000
2002	10,000
2003*	820,000

* Final Maturity

Any redemption shall be made by the Paying Agent as provided in the Bond Ordinance upon not less than 30 nor more than 60 days notice mailed to the registered owners of the Bonds to be redeemed.

It is hereby certified that all acts, conditions and things required to be done, to happen and to be performed precedent to and in the issuance of this Bond or in the creation of the indebtedness of which this Bond is evidence, have been done, happened and been performed in regular and due form and manner as required by law; and that this Bond, together with all other indebtedness of the Municipality, is not in excess of any constitutional or statutory limitation and for the proper budgeting, appropriation and the prompt and full payment of all the obligations of this Bond, the full faith, credit and taxing power of the Municipality are hereby irrevocably pledged.

This Bond is transferable by the registered owner hereof or such owner's duly authorized attorney at a designated corporate trust office of the Paying Agent, upon surrender of this Bond, accompanied by a duly executed instrument of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, subject to such reasonable regulations as the Municipality or the Paying Agent may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer, a new registered Bond or Bonds in the same aggregate principal amount will be issued to the transferee. The person in whose name this Bond is registered shall be deemed the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and the Municipality and the Paying Agent shall not be affected by any notice to the contrary. No transfer of this Bond shall be effective until entered on the Bond registry books of the Municipality.

The Bonds are issuable in the form of registered Bonds in the denomination of \$5,000 and integral multiples thereof. The Bonds, upon surrender thereof at a designated corporate trust office of the Paying Agent with, if required by the Paying Agent, a written instrument of transfer, in form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered owner or such owner's duly authorized attorney, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of new Bonds of any other authorized denomination, upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, and in the manner and subject to the conditions provided in the Bond Ordinance.

Neither the Municipality nor the Paying Agent shall be required to issue, transfer or exchange any Bonds during a period beginning at the opening of business on the fifteenth day next preceding either any interest payment date or any date of selection of the Bonds to be redeemed and ending at the close of business on the interest payment date or day on which the applicable notice of redemption is given, or to transfer or exchange any Bonds selected or called for redemption in whole or in part.

This Bond is hereby declared to be a general obligation of the Municipality. The Municipality hereby covenants with the owners from time to time of the Bonds to include the amount of the debt service on the same in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts to the payment of such debt service and to duly

and punctually pay or cause to be paid the principal of every Bond and the interest thereon at the dates and places in the manner stated therein according to the true intent and meaning thereof.

STATEMENT OF INSURANCE

[SIGNATURE PAGE AND CERTIFICATE OF AUTHENTICATION FOLLOW]

IN WITNESS WHEREOF, Municipality of Monroeville has caused this Bond to be signed in its name by the facsimile signature of the Mayor and a facsimile of its corporate seal to be hereunto imprinted, attested by the facsimile signature of the Secretary.

MUNICIPALITY OF MONROEVILLE

By _____
Mayor

[Municipal Seal]

Attest:

Secretary

Paying Agent's Certificate of Authentication

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Bond Ordinance. Attached hereto is the opinion of Bond Counsel, Cohen & Grigsby, P.C., Pittsburgh, Pennsylvania, a signed counterpart of which, delivered and dated the date of original delivery of and payment for said Bonds, is on file with the undersigned.

S&T BANK, Paying Agent

By _____
Authorized Signature

Dated: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

Please Insert Social Security or
Other Identifying Number of Assignee

the within Bond issued by Municipality of Monroeville and hereby irrevocably
constitutes and appoints _____ Attorney to transfer said Bond on the books of the
Municipality with full power of substitution in the premises.

Dated _____

(Sign here exactly as name(s) is (are) shown on
the face of this Bond without any change or
alteration whatever.)

SIGNATURE GUARANTEED:

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

[End of Form of Bond]

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2003	\$855,000	3.750%
2004	860,000	3.800
2005	890,000	3.900
2006	925,000	4.000
2007	965,000	4.100
2008	1,010,000	4.100
2009	1,050,000	4.200
2010	1,095,000	4.300
2011	1,145,000	4.300
2012	1,200,000	4.400

MANDATORY SINKING FUND REDEMPTION SCHEDULE

Bonds Maturing June 1, 2003

<u>Year</u>	<u>Amount</u>
2000	\$10,000
2001	10,000
2002	10,000
2003*	825,000

* Final Maturity

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2003	\$855,000	3.750%
2004	860,000	3.800
2005	890,000	3.900
2006	925,000	4.000
2007	965,000	4.100
2008	1,010,000	4.100
2009	1,050,000	4.200
2010	1,095,000	4.300
2011	1,145,000	4.300
2012	1,200,000	4.400

MANDATORY SINKING FUND REDEMPTION SCHEDULE

Bonds Maturing June 1, 2003

<u>Year</u>	<u>Amount</u>
2000	\$10,000
2001	10,000
2002	10,000
2003*	825,000

* Final Maturity

GENERAL OBLIGATION BONDS, SERIES OF 1996 TO BE REDEEMED

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
June 1, 1999*	\$305,000	4.35%
June 1, 2000**	\$320,000	4.50%
June 1, 2001	\$330,000	4.65%
June 1, 2002	\$350,000	4.70%

* Principal to be paid on 6/1/99 at maturity from escrow funds.

** Principal to be paid on 6/1/2000 at maturity from escrow funds.

PURCHASE PROPOSAL

See attached.

March 25, 1999

EXHIBIT A

**WINNING BID FORM
(All-or-None Bid)**

**MUNICIPALITY OF MONROEVILLE
Allegheny County, Pennsylvania
\$9,995,000* GENERAL OBLIGATION BONDS, SERIES OF 1999**

Municipal Council
Municipality of Monroeville
c/o Public Financial Management, Inc.
Governor's Plaza North
2101 North Front Street
Building Three, Suite 200
Harrisburg, PA 17110 (P. O. Box 11813, Harrisburg, PA 17108)
Fax #: (717) 232-8610

Ladies and Gentlemen:

Subject to the provisions of and in accordance with the terms of the Invitation to Bid, dated March 25, 1999 of the Municipality of Monroeville (the "Municipality") for its General Obligation Bonds, Series of 1999 (the "Bonds"), which is incorporated herein and hereby made a part hereof:

Our calculation, made as provided in the Invitation to Bid, but not constituting any part of the foregoing, of the true interest cost to the Municipality for the Bonds is 4.309%. True interest cost shall be calculated as set forth in the Invitation to Bid. Such purchase price and true interest cost are the same, except for such changes that have been made pursuant to the terms of the Invitation to Bid, as the winning bid we submitted during the auction of the Bonds held via the PFM auction system on March 25, 1999.

We hereby confirm that we have agreed to purchase all, but not less than all, of the \$9,995,000* aggregate principal amount of the Bonds described in the Invitation to Bid and to pay therefor the amount of \$ 9,890,055.84 constituting 98.95% of the par value of the Bonds, plus the interest accrued, if any, on the Bonds from April 15, 1999 to the date of their delivery. This offer is for the Bonds bearing interest at the rates and in the form of serial bonds and term bonds as follows:

<u>June 1</u>	<u>Principal Amount¹¹</u>	<u>Interest Rate</u>	<u>Reoffering Price</u>	<u>Reoffering Yield</u>	<u>Term Maturity Date</u>
2000	\$ 10,000	3.75 %	100	3.75	
2001	10,000	3.75 %	100	3.75	
2002	10,000	3.75 %	100	3.75	
2003	820,000	3.75 %	100	3.75	6-1-03
2004	855,000	3.80 %	99.539	3.90	
2005	890,000	3.90 %	99.728	3.95	
2006	925,000	4 %	99.691	4.05	
2007	965,000	4.10 %	99.655	4.15	
2008	1,010,000	4.10 %	99.247	4.20	
2009	1,050,000	4.20 %	99.589	4.25	
2010	1,100,000	4.30 %	99.560	4.35	
2011	1,150,000	4.30 %	99.066	4.40	
2012	1,200,000	4.40 %	99.504	4.45	

¹¹Aggregate principal amount and principal amortization amounts may be adjusted as set forth in the Invitation to Bid.

*Preliminary; subject to adjustment.

We acknowledge and have agreed that after we submit this proposal, Municipality may modify the aggregate principal amount of the Bonds and/or principal amounts of each maturity of the Bonds, subject to the limitations forth in the Invitation to Bid.

We further acknowledge and have agreed that in the event that any adjustments are made to the principal amount of the Bonds, we will purchase all of the Bonds taking into account such adjustments on the above specified terms of this proposal for the Bonds.

As the winning bidder, we confirm that we have agreed to immediately furnish the additional information described under the caption "Information Required From Winning Bidder; Reoffering Price" in the Invitation to Bid.

As the winning bidder, we confirm that we have agreed to provide to the Municipality as soon as possible after the sale of the Bonds a complete list of syndicate members, if any, the actual allocation of the Bonds and the orders placed by the syndicate members.

We have noted that payment of the purchase price is to be made in immediately available Federal Funds at the time of delivery of the Bonds.

In the event we have bid on behalf of a bidding syndicate, we represent that we have full and complete authority to submit the bid on behalf of our bidding syndicate and that the undersigned will serve as the lead manager for the group.

We desire 100 copies (not exceeding 300) of the Official Statement of the Bonds (as provided in the Invitation to Bid). We understand that we may obtain additional copies at our own expense.

We further certify (or declare) under penalty of perjury under the laws of the Commonwealth of Pennsylvania that our bid and this proposal is genuine, and not sham or collusive, nor made in the interest of or on behalf of any person not here named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Respectfully submitted.

Nike Securities L.P.
Name of Bidder

By: Francine Russell
Name and Title: FRANCINE RUSSELL VICE PRESIDENT

Address: 1001 WARRENVILLE RD
Lisle IL 60532

Telephone: 630-241-8686

Facsimile: 630-271-3395

The above Bid is hereby accepted by the Municipal Council of the Municipality of Monroeville, with Final Maturity Schedule as shown on the attached Exhibit A.

MUNICIPALITY OF MONROEVILLE
Allegheny County, Pennsylvania

Attest

By _____
(Vice) President

(Assistant) Secretary

(names of other account member, if any, are listed below)

ACCOUNT MEMBERS

William B. Hough & Co.

SunTrust/Equitable Securities Inc.

J. C. Bradford & Co.