Legislation Details (With Text)

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On agenda:	1/4/2023	**Final action:**	1/18/2023
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Title:	Resolution to authorize and direct the incurring of Non-Electoral Debt through the issuance of a series of General Obligation Bonds of the City of Pittsburgh, in the maximum aggregate principal amount of Sixty-Seven Million Six Hundred Eighty Thousand and 00/100 Dollars ($67,680,000.00). (Briefing held 1/10/23)		
Sponsors:			
Indexes:	BOND		
Code sections:			
Attachments:	1. 2023-1100 Cover Letter- Letter Debt Issuance 2023, 2. 2023-1100 Pittsburgh - Selected Peer Comps 1.11.23, 3. Summary 2023-1100		

Date	Ver.	Action By	Action	Result
1/20/2023	1	Mayor	Signed by the Mayor	
1/18/2023	1	City Council	Passed Finally	Pass
1/11/2023	1	Standing Committees	Affirmatively Recommended	Pass
1/10/2023	1	Briefing	Briefing Held	
1/4/2023	1	City Council	Read and referred	

Resolution to authorize and direct the incurring of Non-Electoral Debt through the issuance of a series of General Obligation Bonds of the City of Pittsburgh, in the maximum aggregate principal amount of Sixty-Seven Million Six Hundred Eighty Thousand and 00/100 Dollars ($67,680,000.00).
(Briefing held 1/10/23)

RESOLUTION TO AUTHORIZE AND DIRECT THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF ONE OR MORE SERIES OF TAX-EXEMPT GENERAL OBLIGATION BONDS OR NOTES (COLLECTIVELY, “BONDS”) OF THE CITY OF PITTSBURGH, PENNSYLVANIA (THE “CITY”) IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF SIXTY-SEVEN MILLION SIX HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS ($67,680,000.00) FOR THE PURPOSE OF PROVIDING FUNDS FOR AND TOWARD THE COSTS OF (I) FINANCING VARIOUS CAPITAL PROJECTS WITHIN THE CITY (THE "CAPITAL PROJECT"), AND (II) ISSUING THE BONDS, OR ANY OR ALL OF THE SAME; STATING THAT REALISTIC COST ESTIMATES HAVE BEEN OBTAINED FOR THE CAPITAL PROJECT AND STATING THE ESTIMATED REALISTIC USEFUL LIFE THEREOF; DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND BORROWING BASE CERTIFICATE; COVENANTING THAT THE LOCAL GOVERNMENT UNIT SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; FIXING THE FORM,

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INTEREST RATE, MATURITY, REDEMPTION AND OTHER PROVISIONS FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE PROPER OFFICERS OF THE CITY TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITORY, PAYING AGENT AND REGISTRAR; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF BONDS; PROVIDING FOR THE EXECUTION, DELIVERY AND AUTHENTICATION OF BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; APPROVING THE FORM OF THE BONDS, PAYING AGENT'S AUTHENTICATION CERTIFICATE AND ASSIGNMENT AND PROVIDING FOR CUSIP NUMBERS TO BE PRINTED ON THE BONDS; PROVIDING FOR TEMPORARY BONDS; COVENANTING TO AWARD THE BONDS AT A PRIVATE SALE BY NEGOTIATION; STATING THAT SUCH SALE IS IN THE BEST FINANCIAL INTEREST OF THE CITY; AUTHORIZING THE EXECUTION OF A PURCHASE PROPOSAL; CREATING A SINKING FUND AND

APPROPRIATING ANNUAL AMOUNTS FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE CITY TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; COVENANTING THAT THE PROCEEDS OF THE BONDS SHALL NOT BE USED IN SUCH A MANNER AS TO CAUSE THE BONDS TO BE ARBITRAGE BONDS UNDER FEDERAL TAX LAW PROVISIONS TO THE EXTENT SUCH BONDS ARE TAX-EXEMPT; APPROVING THE CONTENT AND FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT AND THE UNDERTAKING OF CERTAIN CONTINUING DISCLOSURE; PROVIDING FOR MUNICIPAL BOND INSURANCE (IF DESIRABLE); AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE CITY TO DO ALL THINGS NECESSARY TO CARRY OUT THIS RESOLUTION; APPOINTING CERTAIN PROFESSIONALS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE CITY TO PAY ISSUANCE COSTS; MAKING A DECLARATION OF OFFICIAL INTENT THAT THE CITY BE REIMBURSED FROM BOND PROCEEDS FOR CERTAIN EXPENDITURES PAID PRIOR TO THE ISSUANCE OF SUCH BONDS; REPEALING ALL INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND STATING THE EFFECTIVE DATE.

The City Council (the "Governing Body") of the City of Pittsburgh, Pennsylvania (the "Local Government Unit" or the "City"), pursuant to the Pennsylvania Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 et seq., as amended (the "Act") hereby RESOLVES as follows:

Be it resolved by the Council of the City of Pittsburgh as follows:

Incurrence of Debt; Amount and Purpose of Bonds; Realistic Cost Estimates.

SEE ATTACHMENT

Due to favorable market conditions, the Governing Body of the Local Government Unit hereby authorizes and directs the incurring of nonelectoral debt in the maximum aggregate principal amount of Sixty-Seven Million Six Hundred Eighty Thousand and 00/100 Dollars ($67,680,000.00) through the issuance of its General Obligation Bonds, Series of 2023 (the "Bonds") of the Local Government Unit. The Bonds will be tax-

exempt general obligation bonds or notes of the Local Government Unit.

The Bonds are being issued to provide funds (i) to finance the acquisition and/or construction of various capital projects within the City of Pittsburgh, including but not limited to, improvements to roads, bridges, and other transportation and transportation related projects, acquisition of capital equipment, environmental related projects, flood control projects, parks and recreation facilities and other facilities of the Local Government Unit (collectively the "Capital Project"), and (ii) to pay the costs of issuing the Bonds or any or all of the same (the "Project"). Realistic cost estimates have been obtained by the Local Government Unit for the Capital Project through estimates made by qualified persons, as required by Section 8006 of the Act, which show that the cost of the Capital Project is at least $67,680,000.

The Local Government Unit hereby reserves the right to undertake components of the Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Bonds and other available moneys to the final costs of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Bonds shall be used solely to pay the "costs," as defined in the Act, of the Project described herein.

Section 1. Realistic Estimated Useful Life.

Since capital budgeting is practiced by the Local Government Unit and a portion of the proceeds of the Bonds will be used to fund the current portion of the capital budget involving projects of varying useful lives, pursuant to Section 8142(a)(2)(ii) of the Act the useful life of the Capital Project is a uniform term of 30 years.

Section 2. Debt Statement and Borrowing Base Certificate.

The Mayor, the President or President Pro-Tempore of the Governing Body, the City Clerk, the Director of Finance and the City Controller of the Local Government Unit or any one of them, and/or any other duly authorized or appointed officer of the Local Government Unit, are hereby authorized and directed to prepare and certify a debt statement required by Section 8110 of the Act and a Borrowing Base Certificate.

Section 3. Covenant to Pay Bonds.

The Local Government Unit hereby covenants with the Owners of the Bonds that it shall: (i) include the amount of the debt service for the Bonds for each fiscal year in which the sums are payable in its budget for that year; (ii) appropriate those amounts from its general revenues for the payment of the debt service; and (iii) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of, and the interest on, the Bonds at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Local Government Unit pledges its full faith, credit and taxing power. As provided by the Act, this covenant shall be specifically enforceable.

The maximum principal payment amounts by payment date, maximum interest rates, and maximum annual debt service on the Bonds is hereby covenanted to be paid, as set forth in **Exhibit B** attached to this Resolution and incorporated by reference herein.

Section 4. Definitions; Description of Bonds; Redemption of Bonds; Book-Entry Only System.

A. Definitions. For purposes of this Resolution, the following defined terms have the meaning stated below:

"Bonds" means the Bonds issued by the Local Government Unit pursuant to this Resolution.

"DTC" means The Depository Trust Company, New York, New York, the securities depository for the Bonds, and its successors.

"Designated Officer(s)" means and includes, individually or jointly, the Mayor and Director of Finance of the Local Government Unit (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 authorized to undertake and perform the actions herein specified, which

are necessary and proper to the issuance of the Bonds and compliance with the Act.

"First Interest Payment Date" means that date upon which interest on the Bonds is first payable, with respect to a particular series of Bonds, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

"Interest Payment Date(s)" means, singularly or jointly, those dates upon which interest on the Bonds is payable, being March 1 and September 1 of each year during the term of the Bonds, commencing with the First Interest Payment Date (or such other Interest Payment Dates as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal).

"Mandatory Redemption Date(s)" means those dates on which outstanding Term Bonds will be mandatorily redeemed by the Local Government Unit, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

"Maturity Date(s)" means those dates on which the Bonds mature in accordance with their terms, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

"Optional Redemption Date" means the first date on which the outstanding Bonds are permitted to be redeemed, in whole or in part, at the option of the Local Government Unit, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

"Purchase Price" means an amount not less than 95% of the par amount of the Bonds, which amount represents the par amount of the Bonds less net original issue discount/plus net original issue premium, if any, less gross underwriter's discount, and to which is to be added accrued interest to the date of delivery of the Bonds, all as will be specified in the Purchase Proposal.

"Purchase Proposal" means the written agreement(s), including any addendum thereto (the "Addendum"), for the purchase and sale of the Bonds, to be negotiated by the parties thereto, the final form as approved by the City Solicitor and executed and presented by the Purchaser, and accepted by the act of the Director of Finance of the Local Government Unit, or her designee, pursuant to Section 11 of this Resolution, as the same shall be recommended by the Municipal Advisor.

"Purchaser" means Siebert Williams Shank & Co., LLC, as representative of the underwriters, per the Purchase Proposal.

"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.

"Representation Letter" means the Blanket Letter of Representations, together with DTC's Operational Arrangements referred to therein, of the Local Government Unit on file with DTC and incorporated herein by reference.

"Term Bonds" means those Bonds stated to mature on a date certain, but which shall be mandatorily redeemed on specified anniversary dates in preceding years, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

B. Description of Bonds. The Bonds shall be in fully registered form without coupons, shall be numbered, shall be in the denomination of Five Thousand Dollars ($5,000) or any integral multiple thereof, shall be dated as of the date of their delivery (the "Series Issuance Date") and shall bear interest from the dates, until maturity or prior redemption, all as set forth in the form of the Bonds attached hereto as **Exhibit A** and made a part hereof and as set forth in the Addendum.

The Bonds will bear (or accrue) interest at the rate(s) (or yield(s)), payable on the appropriate Interest Payment Dates, and will mature on the Maturity Dates (or be redeemed, mandatorily, on the appropriate Mandatory Redemption Dates, as provided below) and in the principal amounts (or maturity amounts) set forth in the Addendum.

C. Redemption of Bonds.

The Bonds are subject to optional redemption prior to maturity as set forth in the Addendum. 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 in whole or in part, on the Optional Redemption Date or on any date thereafter, by lot within a maturity, upon payment of the applicable Redemption Price.

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 as shall be set forth in the

Addendum upon payment of the applicable Redemption Price.

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

For so long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified above only to DTC in accordance with its applicable time requirements. It is expected that DTC in turn will notify its Participants (as defined in Schedule A of the Representation Letter) and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

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

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption, plus: (A) the date of issue of the Bonds as originally issued; (B) the rate of interest borne by each Bond being redeemed; (C) the maturity date of each Bond being redeemed; and (D) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Notice of redemption shall also be sent to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") System and to other information repositories approved from time to time in compliance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

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

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

In lieu of redeeming the principal amount of Bonds pursuant to a mandatory sinking fund requirement on a Mandatory Redemption Date, or any portion thereof, the Local Government Unit or the Paying Agent with the approval of the Local Government Unit may apply the moneys required to be deposited in the Sinking Fund (as hereinafter defined) to the purchase of a like amount of Bonds at prices not in excess of the principal amount thereof, provided that the following provisions are met:

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

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

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be required to be given; and

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

In the event of purchases of Bonds at less than the principal amount thereof, the balance remaining in the Sinking Fund (as hereinafter defined) representing the difference between the purchase price and the principal amount of Bonds purchased shall be paid to the Local Government Unit.

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

D. Book-Entry Only System. The foregoing provisions of this Section 5 to the contrary notwithstanding:

(i) The Bonds, upon original issuance, will be issued in the form of a single, fully registered bond for each maturity in the denomination equal to the principal amount of Bonds maturing on each such date and will be deposited with DTC. Each such Bond will initially be registered to Cede & Co., the nominee for DTC, or such other name as may be requested by an authorized representative of DTC, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event that the use of the book-entry system for the Bonds is discontinued. It is anticipated that during the term of the Bonds, DTC will make book-entry transfers among its Participants and receive and transmit payment of principal and premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (vi).

(ii) The execution and delivery by the Local Government Unit of the Representation Letter shall not in any way create, expand or limit any undertaking or arrangement contemplated or provided for herein in respect of DTC or the book-entry registration, payment and notification system or in any other way impose upon the Local Government Unit or the Paying Agent any obligation whatsoever with respect to beneficial owners having interests in the Bonds, any such obligation extending solely to DTC, as sole bondholder, as shown on the registration books kept by the Paying Agent. The Paying Agent shall take all action necessary for all representations of the Local Government Unit in the Representation Letter with respect to the Paying Agent to be complied with at all times.

(iii) So long as the Bonds or any portion thereof are registered in the name of Cede & Co., or such other DTC nominee, all payments of principal, premium, if any, or redemption price of, and interest on, the Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. All payments made by the Paying Agent to DTC or its nominee shall fully satisfy the Local Government Unit's obligations to pay principal, premium, if any, and interest, on the Bonds to the extent of such payments, and no beneficial owner of any Bond registered in the name of Cede & Co., or such other DTC nominee, shall have any recourse against the Local Government Unit or the Paying Agent hereunder for any failure by DTC or its nominee or any Participant therein to remit such payments to the beneficial owners of such Bonds.

(iv) If all or fewer than all Bonds of a maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods required by the Representation Letter. If fewer than all Bonds of a maturity of a series are to be redeemed, DTC shall determine by lot the amount of the interest of each Participant in the maturity of Bonds to be redeemed. In the event of the redemption of less than all of the Bonds outstanding, the Paying Agent 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 Paying Agent shall request, and DTC shall deliver to the Paying Agent, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(v) In the event DTC resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Local Government Unit may appoint a successor securities depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause

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the delivery of Bonds to the successor securities depository in appropriate denominations and form as provided herein.

(vi) If DTC resigns and the Local Government Unit is unable to locate a qualified successor of DTC in accordance with subsection (v), then the Paying Agent, based on information provided to it by DTC, shall notify the beneficial owners of the Bonds of the availability of certificates to beneficial owners of Bonds requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Bonds (the "Replacement Bonds") to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to the date of such Replacement Bonds, accrued interest and previous calls for redemption. In such event, all references to DTC herein shall relate to the period of time when DTC or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by DTC shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. The Paying Agent may rely on information from DTC and its Participants as to the names, addresses, taxpayer identification numbers of and principal amount held by the beneficial owners of the Bonds.

Section 5. Paying Agent, Sinking Fund Depository and Registrar.

The proper officers of the Local Government Unit are hereby authorized and directed to contract with The Bank of New York Mellon Trust Company, N.A., having a corporate trust office in Pittsburgh, Pennsylvania, for its services as sinking fund depository, paying agent and registrar with respect to the Bonds and such trust company is hereby appointed to act in such capacities with respect to the Bonds.

The principal or redemption price of the Bonds shall be payable upon surrender thereof when due in lawful money of the United States of America at the designated office of The Bank of New York Mellon Trust Company, N.A., or at the designated office of any additional or appointed alternate or successor paying agent or agents (the "Paying Agent"). Such payments shall be made to the registered owners of the Bonds so surrendered, as shown on the registration books of the Local Government Unit on the date of payment. Interest on the Bonds shall be paid by check mailed to the registered owner of such Bond as shown on the registration books kept by the Paying Agent, as of the close of business on the fifteenth (15th) day of the calendar month (whether or not a business day) immediately preceding the interest payment date in question (the "Regular Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Regular Record Date and prior to such interest payment date. In the case of an interest payment to any registered owner of more than $1,000,000 or more in aggregate principal amount of Bonds, such payment may be made by wire transfer to any designated account in a member bank of the Federal Reserve System as of the close of business on such interest payment date upon written request of such registered owner, which written request is received by the Paying Agent not less than five days prior to such payment date. If the Local Government Unit shall default in the payment of interest due on such interest payment date, such interest shall thereupon cease to be payable to the registered owners of the Bonds shown on the registration books as of the Regular Record Date. Whenever moneys thereafter become available for the payment of the defaulted interest, the Paying Agent on behalf of the Local Government Unit shall immediately establish a "special interest payment date" for the payment of the defaulted interest and a "special record date" (which shall be a business day) for determining the registered owners of Bonds entitled to such payments; provided, however, that the special record date shall be at least ten (10) days but not more than fifteen (15) days prior to the special interest payment date. Notice of each date so established shall be mailed by the Paying Agent on behalf of the Local Government Unit to each registered owner of a Bond at least ten (10) days prior to the special record date, but not more than thirty (30) days prior to the special interest payment date. The defaulted interest shall be paid on the special interest payment date by check mailed to the registered owners of the Bonds, as shown on the registration books kept by the Paying Agent as of the close of business on the special record date.

If the date for payment of the principal or redemption price of, and interest on, the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Any corporation or association into which the Paying Agent, or any additional or appointed alternate or successor to it, may be merged or converted or with which it, or any additional or appointed alternate or successor to it, may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation or association to which the Paying Agent, or any additional or appointed alternate or successor to it, sells or otherwise transfers all or substantially all of its corporate trust business shall be the successor paying agent hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

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Section 6. Registration, Transfer and Exchange of Bonds.

The Local Government Unit shall keep, at the corporate trust and/or payment office of the Paying Agent, as registrar, books for the registration, transfer and exchange of Bonds. The Governing Body hereby authorizes and directs the Paying Agent, as registrar and transfer agent, to keep such books and to make such transfers or exchanges on behalf of the Local Government Unit.

The ownership of each Bond shall be recorded in the registration books of the Local Government Unit, which shall contain such information as is necessary for the proper discharge of the Paying Agent's duties hereunder as Paying Agent, registrar and transfer agent.

The Bonds may be transferred or exchanged as follows:

(a) Any Bond may be transferred if endorsed for such transfer by the registered owner thereof and surrendered by such owner or his duly appointed attorney or other legal representative at the designated office of the Paying Agent, whereupon the Paying Agent shall authenticate and deliver to the transferee a new Bond or Bonds of the same maturity and series and in the same denomination as the Bond surrendered for transfer or in different authorized denominations equal in the aggregate to the principal amount of the surrendered Bond.

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

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

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

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

New Bonds delivered upon any transfer or exchange of outstanding Bonds shall be valid general obligations of the Local Government Unit, evidencing the same debt as the Bonds surrendered.

The Local Government Unit and the Paying Agent may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and any notice to the contrary shall not be binding upon the Local Government Unit or the Paying Agent.

Section 7. Execution, Delivery and Authentication of Bonds; Disposition of Proceeds.

The Bonds shall be executed by the manual or facsimile signature of the Mayor of the Local Government Unit and shall have the corporate seal of the Local Government Unit or a facsimile thereof affixed thereto, duly attested by the manual or facsimile signature of the Director of Finance of the Local Government Unit, and the said officers are hereby authorized and directed to execute the Bonds in such manner. In case any official of the Local Government Unit whose manual or facsimile signature shall appear on the Bonds shall cease to be such official before the authentication of such Bonds such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes the same as if such official had remained in office until authentication; and any Bond may be signed on behalf of the Local Government Unit, even though at the date of authentication of such Bonds such person was not an official. The Director of Finance of the Local Government Unit is authorized and directed to deliver, or cause to be delivered, the Bonds to the purchasers thereof against the full balance of the purchase price therefor. The Bonds shall be authenticated by the Paying Agent.

Upon receipt of the purchase price for the Bonds, the Paying Agent shall deposit the Bonds proceeds in a "2023 Bonds Settlement Account" (the "Settlement Account"). From the Settlement Account, the Paying Agent shall transfer, deposit or pay, or

establish reserves for payment of, the costs and expenses of the financing and transfer, and deposit or pay costs of the Project upon written authorization of the Local Government Unit. The proper officers of the Local Government Unit are authorized to direct the Paying Agent to make the transfers or deposits and to pay the issuance costs on behalf of the Local Government Unit from the Settlement Account as set forth in a closing receipt (the "Closing Receipt") duly executed and delivered by an authorized officer of the Local Government Unit on the date of issuance and delivery of the Bonds and the execution and delivery of the Closing Receipt by the Local Government Unit to the Paying Agent shall constitute the authorization and direction by the Local Government Unit to the Paying Agent to pay said issuance costs on behalf of the Local Government Unit.

Section 8. Form of Bonds; CUSIP Numbers.

The Bonds shall be executed in substantially the form as set forth in Exhibit A hereto, including the form of the Paying Agent's authentication certificate and assignment, with such appropriate changes, additions or deletions as may be approved by the officers executing the Bonds in the manner provided in Section 8 hereof; such execution shall constitute approval by such officers on behalf of the Local Government Unit.

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

Section 9. Temporary Bonds.

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

Section 10. Manner of Sale; Award of Bonds; Purchase Price; Range of Interest Rates.

The Governing Body of the Local Government Unit after due deliberation and investigation has found that a private sale by negotiation is in the best financial interest of the Local Government Unit and based upon such finding the Governing Body of the Local Government Unit hereby authorizes and directs the sale and award of the Bonds, at a private negotiated sale, to the Purchaser, upon the terms set forth in the Purchase Proposal and Addendum with a term not extending beyond September 1, 2043 and principal amount maturing or subject to mandatory redemption in each year not exceeding the amount set forth in Exhibit B and interest rates not exceeding the rates set forth in Exhibit B attached hereto.

Upon recommendation of the Municipal Advisor, an Addendum, which will include the specific interest rates, maturity dates and amounts and terms of optional and mandatory redemption, if any, is hereby authorized to be accepted by the Director of Finance on behalf of the Local Government Unit and, upon such acceptance, shall be incorporated by reference into this Resolution. The Bonds are hereby awarded and sold at private sale by negotiation to the Purchaser at the Purchase Price, in accordance with all the terms of the Purchase Proposal and Addendum. The Director of Finance, or other appropriate Designated Officers, is authorized and directed to sign the Purchase Proposal and the Addendum, return them to the Purchaser and file copies of the same with the records of the Local Government Unit.

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.

The Local Government Unit hereby authorizes and directs the Municipal Advisor, Bond Counsel, the Purchaser and City 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.

Section 11. Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service.

There is hereby established a separate sinking fund for the Bonds (the "2023 Sinking Fund") to be held by the Paying Agent, as Sinking Fund Depository (the "Sinking Fund Depository"), in the name of the Local Government Unit. The 2023 Sinking Fund shall be designated as the "Sinking Fund - City of Pittsburgh General Obligation Bonds, Series of 2023." Into the 2023 Sinking Fund the Local Government Unit shall cause to be paid, when and as required, all moneys necessary to pay the debt service on the Bonds, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Bonds and to the principal thereof at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

All moneys deposited into the Sinking Fund and all investments and proceeds thereof shall be subject to a perfected security interest for the benefit of the owners of the Bonds. Moneys in the Sinking Fund not required for prompt expenditure may be invested as authorized by law as directed in writing by the Local Government Unit. The Sinking Fund Depository shall 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 shall relieve the Local Government Unit of its liability for payment to the Registered Owners of unpresented Bonds.

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 DTC (or another or additional recognized bond registration agent performing similar services), the Sinking Fund Depository shall undertake and perform those additional duties which may be required of it in order to enable DTC (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.

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 shall 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 his or her appointment and retention, 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 negligence or willful misconduct. The Sinking Fund Depository shall be protected and shall 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 Resolution 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 shall 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 written opinion of such counsel. 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.

The Sinking Fund Depository may construe any of the provisions of this Resolution insofar as the same 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 shall be binding upon the Registered Owners of the Bonds.

The Sinking Fund Depository shall be paid such initial and periodic fees for its services and reimbursed for such expenses, as are specified in those proposals and other such 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.

The Sinking Fund Depository shall 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 shall be, and remain at all times, acceptable to the Insurer, if any, who shall 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

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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 such resignation shall take effect, in the manner required for bond redemption notices in Section 5 hereof, and such resignation shall take effect upon the day specified in such notice, unless previously a successor sinking fund depository shall have been appointed by the Local Government Unit as hereinbefore provided, in which event such resignation shall take effect immediately on the appointment of such successor; provided, however, such resignation shall not be effective until a successor Sinking Fund Depository is appointed.

Section 12. Advertising.

The action of the officers of the Local Government Unit in advertising a summary of this Resolution is hereby ratified and confirmed. The officers of the Local Government Unit are authorized and directed to advertise a notice of adoption of this Resolution in a newspaper of general circulation of the Local Government Unit within fifteen (15) days after final adoption. The City Clerk is hereby directed to make a copy of this Resolution available for inspection by any citizen during normal office hours.

Section 13. Appointment of Bond Counsel and Municipal Advisor.

The Local Government Unit hereby appoints Clark Hill PLC as Bond Counsel for the purpose of rendering any and all necessary opinions with respect to the Bonds and preparing such additional documents as may be necessary. The Local Government Unit hereby appoints MAS Financial Advisory Services LLC and Davenport & Company LLC as Municipal Advisor (the "Municipal Advisor") to the Local Government Unit with respect to the Bonds.

Section 14. Debt Proceedings.

The Director of Finance or the City Clerk of the Local Government Unit are hereby authorized and directed to certify to and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder, including the debt statement and borrowing base certificate referred to hereinabove, to prepare and file any statements required by the Act which are necessary to qualify all or any portion of non-electoral or lease rental debt of the Local Government Unit as self-liquidating or subsidized debt, and to pay (or to reimburse the payment of) the filing fees necessary in connection therewith.

Section 15. Tax Covenants and Representations.

The Local Government Unit hereby covenants, to the extent the Bonds are issued on a tax-exempt basis, that:

(i) the Local Government Unit will not take or omit to take any action so as to cause interest on the Bonds to be no longer excluded from gross income for purposes of federal income taxation and will otherwise comply with applicable requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable regulations promulgated thereunder, throughout the term of the Bonds;

(ii) the Local Government Unit will make no use of the proceeds of the Bonds during the term thereof which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(iii) if and to the extent the Local Government Unit is required to remit any amounts to the United States pursuant to Code Section 148(f) (the "Rebate Amounts") in order to cause the Bonds not to be arbitrage bonds, the Local Government Unit will cause to be remitted such Rebate Amounts at such times and in the manner required by Code Section 148(f) and the regulations thereunder. The obligation to remit the Rebate Amounts and to comply with all other requirements of this Section 16 shall survive the defeasance and payment in full of the Bonds; and

(iv) it is a political subdivision of the Commonwealth of Pennsylvania, a home rule municipality and a local governmental unit with general taxing powers.

Section 16. Preliminary Official Statement; Official Statement; Continuing Disclosure.

The Preliminary Official Statement in the form presented at this meeting (a copy of which shall be filed with the records of the Local Government Unit) is hereby approved with such subsequent, necessary, desirable and appropriate additions or other changes as may be approved by the Director of Finance of the Local Government Unit with the advice of counsel. The use and distribution of the Preliminary Official Statement by the Purchaser in substantially the form hereby approved, and the distribution thereof on and after the date hereof, with such subsequent additions or other changes as aforesaid, is hereby authorized in connection with the public

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offering by the Purchaser of the Bonds. An Official Statement in substantially the same form as the Preliminary Official Statement, with such additions and other changes, if any, as may be approved by the Local Government Unit's officer executing the same with the advice of counsel, such approval to be conclusively evidenced by the execution thereof, is hereby authorized and directed to be prepared and upon its preparation, to be executed by the Director of Finance of the Local Government Unit following such investigation as such officer deems necessary as to the contents thereof. The Local Government Unit hereby further approves the distribution and use of the Official Statement as so prepared and executed in connection with the sale of the Bonds.

The Local Government Unit covenants to provide such continuing disclosure, at such times, in such manner and of such nature as is described in the Official Statement and to execute and deliver such agreements and certificates with respect to continuing disclosure as are described in the Official Statement. Any continuing disclosure filing under this Resolution may be made by transmitting such filing to the continuing disclosure service of the EMMA System, to other information repositories approved from time to time by the United States Securities and Exchange Commission, and to the state information depository, if any, of the Commonwealth of Pennsylvania ("SID").

Section 17. Debt Management Policy.

The Local Government Unit expects that the issuance of the Bonds will be in full compliance with the Debt Management Policy ("Policy") of the Local Government Unit, as set forth in the Pittsburgh Code. More specifically, the transaction and the Bonds will be in compliance with Section 202.02 - Engaging Services of Municipal Advisor; Section 202.06 (a) - Purpose of Debt; Subsections (a), (c) and (e) of Section 202.07 - Debt Affordability; Section 202.10 (a) - Type of Debt; and Subsection (b) of Section 202.11 - Debt Structure.

Section 18. Incidental Actions.

The proper officers of the Local Government Unit are hereby authorized, directed and empowered on behalf of the Local Government Unit to execute any and all agreements, papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the purposes of this Resolution.

Section 19. Official Intent.

It is hereby declared that this Resolution is the form of the official intent of the Local Government Unit, as referred to in Section 1.150-2 of the Treasury Regulations promulgated under the Code and the Local Government Unit so declares its official intent that the Local Government Unit be reimbursed from the proceeds of the Bonds authorized hereby in a maximum principal amount of $26,500,000 for expenditures for the Capital Project paid from the General Fund or other available funds or accounts of the Local Government Unit on or after the date which is sixty (60) days prior to the effective date of this Resolution (except for certain expenditures which are not subject to such time limitation under Treasury Regulation § 1.150-2 and other amounts which are not subject to such time limitation); provided that the issuance of the Bonds occurs not later than eighteen (18) months after the latest of (a) the date on which the earliest expenditure subject to Treasury Regulation § 1.150-2 is paid, (b) the date on which the Capital Project is placed in service or abandoned, but in no event more than three years after the earliest expenditure is paid, or (c) the date otherwise permitted by the Code or Treasury Regulations promulga

ted thereunder. The description of the Capital Project and maximum principal amount of the Bonds are set forth above in this Resolution.

Section 20. Inconsistent Resolutions.

All resolutions or parts of resolutions inconsistent herewith be and the same are hereby repealed.

Section 21. Severability .

In case any one or more of the provisions of this Resolution shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution and this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

Section 22. Effective Date.

This Resolution shall become effective on the earliest date permitted by the Act.

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CERTIFICATE

I, the undersigned, City Clerk of the City of Pittsburgh, Pennsylvania, Allegheny County, Pennsylvania (the "City") hereby certify that: (a) attached to this Certificate is a true, correct and complete copy of a Resolution (the "Resolution") which was duly adopted at a meeting of the City Council of the City on January __, 2023, at which a quorum was present and acting throughout, and which was at all times open to the public; (b) the Resolution was duly recorded in the City's Resolution Book; (c) the City met the advance notice requirements of the Pennsylvania Sunshine Act, 65 Pa. Cons. Stat § 701 et seq. by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the City Council; and (d) the vote upon the Resolution was called and duly recorded upon the minutes and the members voted in the following manner:

	YES	NO	ABSTAIN	ABSENT
Theresa Kail-Smith	_____	_____	_____	_____
Rev. Ricky V. Burgess	_____	_____	_____	_____
Anthony Coghill	_____	_____	_____	_____
Deborah Gross	_____	_____	_____	_____
Bruce A. Kraus	_____	_____	_____	_____
R. Daniel Lavelle	_____	_____	_____	_____
Barbara Warwick	_____	_____	_____	_____
Erika Strassburger	_____	_____	_____	_____
Robert Wilson	_____	_____	_____	_____

WITNESS my hand and the seal of the City on _____ ___, 20___.

By:

City Clerk

[SEAL]

EXHIBIT A

Form of Bonds

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

No. _____ $_____

CITY OF PITTSBURGH

(COMMONWEALTH OF PENNSYLVANIA)

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GENERAL OBLIGATION BOND,

SERIES OF 2023

INTEREST RATE	MATURITY DATE	SERIES ISSUANCE DATE	CUSIP

REGISTERED OWNER
PRINCIPAL AMOUNT **DOLLARS**

The City of Pittsburgh, Pennsylvania (the "Local Government Unit"), existing by and under the laws of the Commonwealth of Pennsylvania, for value received, hereby acknowledges itself indebted and promises to pay to the registered owner named above on the maturity date specified above, unless this bond shall have been previously called for redemption in whole or in part and payment of the redemption price shall have been duly made or provided for, the principal amount shown above; and to pay interest thereon at the annual rate specified above (computed on the basis of a 360-day year of twelve 30-day months) from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or from the Series Issuance Date shown above, if no interest has been paid. Such payments of interest shall be made on September 1, 2023 and on each March 1 and September 1 thereafter (each, an "Interest Payment Date") until the principal or redemption price hereof has been paid or provided for as aforesaid. The principal or redemption price of, and interest on, this bond may be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

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

The record date for any Interest Payment Date (each, a "Regular Record Date") shall be the fifteenth (15th) day of the calendar month (whether or not a business day) immediately preceding each Interest Payment Date. In the case of an interest payment to any registered owner of more than $1,000,000 or more in aggregate principal amount of Bonds, such payment may be made by wire transfer to any designated account in a member bank of the Federal Reserve System as of the close of business on such Interest Payment Date upon written request of such registered owner, which written request is received by the Paying Agent not less than five days prior to such payment date. In the event of a default in the payment of interest becoming due on any Interest Payment Date, the interest so becoming due shall forthwith cease to be payable to the registered owners otherwise entitled thereto as of such date. Whenever moneys become available for the payment of such overdue interest, the Paying Agent shall on behalf of the Local Government Unit establish a special interest payment date (the "Special Interest Payment Date") on which such overdue interest shall be paid and a special record date (which shall be a business day) relating thereto (the "Special Record Date"), and shall mail a notice of each such date to the registered owners of all Bonds (as hereinafter defined) at least ten (10) days prior to the Special Record Date, but not more than thirty (30) days prior to the Special Interest Payment Date. The Special Record Date shall be at least ten (10) days but not more than fifteen (15) days prior to the Special Interest Payment Date.

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

So long as The Depository Trust Company ("DTC") or its nominee, CEDE & Co., is registered owner hereof, all payments of principal and premium, if any, and interest on, this bond shall be payable in the manner and at the respective times of payment provided for in the Representation Letter (the "Representation Letter") defined in, and incorporated into, the Resolution referred to herein.

This bond is one of a duly authorized issue of $_____ aggregate principal amount of tax-exempt general obligation bonds of the Local Government Unit known as "City of Pittsburgh General Obligation Bonds, Series of 2023" (the "Bonds"), all of like tenor, except as to interest rate, date of maturity and provisions for redemption. The Bonds are issuable only in

the form of fully registered bonds without coupons in the denomination of $5,000 or integral multiples thereof and are issued in accordance with the provisions of the Pennsylvania Local Government

Unit Debt Act, 53 Pa. Cons. Stat. § 8001 et seq., as amended (the "Act") and by virtue of a Resolution of the Local Government Unit duly adopted (the "Resolution").

The Local Government Unit hereby covenants to (i) include the amount of the debt service for each fiscal year in which the sums are payable in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of the debt service, and (iii) duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal or redemption price of, and the interest on, this bond at the dates and places and in the manner stated in this bond, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Local Government Unit pledges its full faith, credit and taxing power. As provided in the Act, this covenant shall be specifically enforceable; subject, however, as to the enforceability of remedies to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

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

OPTIONAL REDEMPTION

The Bonds maturing on or after _____, are subject to redemption prior to maturity at the option of the Local Government Unit, at the redemption price of 100% of the principal amount of Bonds to be redeemed, plus accrued interest to the date fixed for redemption, in whole or, from time to time, in part (and if in part, in such order of maturity or portion of a maturity as the Paying Agent shall select and within a maturity by lot) at any time on and after

MANDATORY REDEMPTION

The Bonds maturing on, _____ and, _____ are subject to mandatory redemption by the Local Government Unit in part, by lot, at a redemption price of 100% of the principal amount thereof plus accrued interest to the date fixed for redemption, on September 1 in the years and in amounts set forth below;

Bonds Maturing , 20-	Bonds Maturing , 20-

Any redemption of this bond under the preceding paragraph shall be made as provided in the Resolution, upon not less than thirty (30) days' notice, by mailing a copy of the redemption notice by first-class United States mail, postage prepaid, or by another method of giving notice which is acceptable to the Paying Agent and customarily used by fiduciaries for similar notices at the time such notice is given, to each registered owner of the Bonds to be redeemed. Such notice shall be mailed to the address of such registered owner appearing on the registration books of the Paying Agent, unless such notice is waived by the registered owner of the Bonds to be redeemed; provided, however, that failure to give notice of redemption by mailing or any defect in the notice as mailed or in the mailing thereof to the registered owner of any Bond to be redeemed shall not affect the validity of the redemption as to other Bonds for which proper notice shall have been given or waived. In the event that less than the full principal amount hereof shall have been called for redemption, the registered owner hereof shall surrender this bond in exchange for one or more new Bonds in an aggregate principal amount equal to the unredeemed portion of the principal amount hereof. The Paying Agent shall also give further notice of such redemption as provided in the Resolution, but no failure to do so or defect therein shall affect the validity of the redemption.

So long as DTC or its nominee, CEDE & Co., is registered owner hereof, if all or fewer than all Bonds of a maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods required by the Representation Letter. It is expected that DTC will, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond. If fewer than all Bonds of a maturity are to be redeemed, DTC shall determine by lot the principal of the maturity of the Bonds to be redeemed of each DTC Participant's interest in such maturity to be redeemed.

If at the time of the mailing of any notice of optional redemption the Local Government Unit shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is

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conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

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

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

No recourse shall be had for the payment of the principal or redemption price of, or interest on, this bond, or for any claim based hereon or on the Resolution, against any member, officer or employee, past, present, or future, of the Local Government Unit or of any successor body, either directly or through the Local Government Unit or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this bond.

This bond is registered as to both principal and interest on the bond register to be kept for that purpose at the corporate trust and/or payment office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. This bond may be transferred in accordance with the provisions of the Resolution, and no transfer hereof shall be valid unless made at said office by the registered owner in person or his duly appointed attorney or other legal representative and noted hereon. The Paying Agent is not required to transfer or exchange any bond during the fifteen (15) days immediately preceding the date of mailing of any notice of redemption or at any time following the mailing of any such notice, if the bond to be transferred or exchanged has been called for such redemption. The Local Government Unit and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest hereon and for all other purposes, whether or not this bond shall be overdue. The Local Government Unit and the Paying Agent shall not be affected by any notice to the contrary.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Pittsburgh, Pennsylvania has caused this bond to be signed in its name by the manual or facsimile signature of the Mayor and its corporate seal or a facsimile thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or facsimile signature of its Director of Finance as of the Series Issuance Date.

CITY OF PITTSBURGH

By:_____(Facsimile)
Mayor

[SEAL]

Attest:

_____(Facsimile)
Director of Finance

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[FORM OF PAYING AGENT'S AUTHENTICATION CERTIFICATE]

This bond is one of the Bonds described therein. Attached hereto is the complete text of the opinion of Clark Hill PLC, Bond Counsel, Pittsburgh, Pennsylvania, dated the date of the initial delivery of, and payment for, the Bonds, a signed copy of which is on file with the undersigned.

PAYING AGENT

By:

Authorized Signer

AUTHENTICATION DATE:

TEXT OF OPINION OF CLARK HILL PLC DELIVERED IN RESPECT OF $_____ CITY OF PITTSBURGH (COMMONWEALTH OF PENNSYLVANIA) GENERAL OBLIGATION BONDS, SERIES OF 2023

ABBREVIATIONS

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

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

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

[FORM OF ASSIGNMENT]

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

_____
(Please type or print name, address

_____

(including postal zip code) and social security or other tax

_____
(identification number of the transferee

the within Bond and all rights thereunder, hereby irrevocably appointing _____ his/her attorney to transfer said Bond on the bond register with full power of substitution in the premises.

Dated:

Signature Guaranteed:

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

EXHIBIT B

CITY OF PITTSBURGH
(Allegheny County, Pennsylvania)
$67,680,000 Maximum Aggregate Principal Amount
General Obligation Bonds, Series of 2023

NOT TO EXCEED DEBT SERVICE TABLE

Period Ending	Principal	Coupon
12/31/2024	$1,840,000	6.000%
12/31/2025	$1,950,000	6.000%
12/31/2026	$2,070,000	6.000%
12/31/2027	$2,190,000	6.000%
12/31/2028	$2,325,000	6.000%
12/31/2029	$2,460,000	6.000%
12/31/2030	$2,610,000	6.000%
12/31/2031	$2,765,000	6.000%
12/31/2032	$2,930,000	6.000%
12/31/2033	$3,110,000	6.000%
12/31/2034	$3,295,000	6.000%
12/31/2035	$3,495,000	6.000%
12/31/2036	$3,700,000	6.000%
12/31/2037	$3,925,000	6.000%
12/31/2038	$4,160,000	6.000%
12/31/2039	$4,410,000	6.000%
12/31/2040	$4,675,000	6.000%
12/31/2041	$4,955,000	6.000%

12/31/2042	$5,250,000	6.000%
12/31/2043	$5,565,000	6.000%
	$67,680,000	