

EXECUTIVE ORDER
COUNTY EXECUTIVE
OF
HOWARD COUNTY, MARYLAND

Executive Order No. 2022-06

Subject: An Order determining various matters in connection with the sale and issuance of a general obligation bond designated Howard County, Maryland Ellicott City Safe and Sound Plan (WIFIA ID – 20162MD) WIFIA Bond

WHEREAS, pursuant to Council Bill No. 41-2021 passed by the County Council of Howard County, Maryland (the “County Council”) on May 26, 2021 and approved by the County Executive of Howard County, Maryland (the “County Executive”) and effective on August 3, 2021 (the “Enabling Ordinance”) and Council Bill No. 17-2022 passed by the County Council on April 4, 2022 and approved by the County Executive and effective on April 6, 2022 (the “Bond Ordinance”), it was provided that the County Executive shall determine by order matters concerning the sale, issuance, delivery and payment of the Bond (as defined below), including the documentation relating thereto, the date of sale, the aggregate principal amount of the Bond, the interest payment dates of the Bond, manner of authentication of the Bond, manner of numbering of the Bond and selection of a paying agent and bond registrar; and

WHEREAS, the net proceeds of the Bond (as defined below) will be used to (i) pay or reimburse Howard County, Maryland (the “County”) for the cost of public improvement projects, and (ii) pay the costs of issuing the Bond; and

WHEREAS, the County Executive has determined to prescribe such terms of the Bond by this Order.

NOW, THEREFORE, BE IT ORDERED AND DETERMINED:

Section 1. (a) The County will enter into a loan agreement (the “Loan Agreement”) with UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the United States Environmental Protection Agency, or its assigns (the “WIFIA Lender”) in the maximum principal amount of up to \$75,000,000, and a term sheet that sets forth key terms of the Loan Agreement (the “Term Sheet”), with such insertions, omissions and variations as may be approved by the Director of Finance of the County (the “Director of Finance”), the execution and delivery of the Loan Agreement and the Term Sheet to constitute conclusive evidence of such approval.

(b) Under the Loan Agreement, the WIFIA Lender has agreed to make advances to the County from time to time in amounts not to exceed the aggregate principal amount of \$75,000,000.

Section 2. There is hereby authorized to be issued, executed and delivered pursuant to the Enabling Ordinance, the Bond Ordinance, this Order, and the statutes and other authority cited therein, a general obligation bond of Howard County, Maryland (the “County”) designated as “Howard County, Maryland Ellicott City Safe and Sound Plan (WIFIA ID – 20162MD) WIFIA Bond” (the “Bond”). The maximum principal amount of the Bond shall not exceed \$75,000,000.

Section 3. (a) The Bond shall be issued by the County in substantially the form set forth in Exhibit A to this Order. The County hereby adopts the form of Bond, and all of the covenants and conditions set forth therein, as and for the form of obligation to be incurred by the County, and the covenants and conditions set forth therein shall be binding upon the County as though set forth in full herein.

(b) The Bond shall be executed on behalf of the County by the County Executive and the Director of Finance, and the corporate seal of the County shall be impressed thereon and attested by the signature of the Chief Administrative Officer of the County. In case any officer of the County whose signature shall appear on the Bond shall cease to be such officer before the authentication and delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such officer had remained in office until authentication and delivery. It shall not be necessary that the same officers sign all of the Bonds that may be issued or delivered hereunder at any one time or from time to time.

(c) The Bond, when first issued, may be numbered in some other manner which conforms to standard bond registration practices and is acceptable to the WIFIA Lender and the Director of Finance. Registration books (the “Bond Register”) for the Bond shall be maintained by the County, which shall also act as paying agent for the Bond (the “Bond Registrar and Paying Agent”). The Director of Finance from time to time may designate a bank or other financial institution to serve as Bond Registrar and Paying Agent upon thirty (30) days’ prior written notice to the registered owners of the Bond.

Section 4. The principal of and interest on the Bond are general obligations of the County and the full faith and credit and the unlimited taxing power of the County are hereby irrevocably pledged to their payment when due (whether at maturity or otherwise). The County hereby covenants and agrees with the WIFIA Lender to levy and cause to be collected the taxes hereinabove described and to take any further action that may be appropriate from time to time during the period that any such principal and interest remains outstanding and unpaid to provide the funds necessary to make such payments.

Section 5. The Bond shall have such maturity dates, redemption dates as specified in the Loan Agreement and the Bond.

Section 6. Current market conditions are volatile and an inflexible approach to borrowing by the County threatens its ability to initiate necessary capital projects and will diminish the resources available to provide for the needs of the citizens of the County and the interest of the County are best served by providing the County with reasonable flexibility in accessing the capital markets. The Bond shall therefore be sold by private negotiated sale to the WIFIA Lender upon the terms and conditions set forth in the Loan Agreement.

Section 7. The proceeds of advances made under the Loan Agreement shall be used to pay or reimburse the County for the payment of costs related to the project described in the Enabling Ordinance, the Bond Ordinance and the Loan Agreement and pay the costs of issuing the Bond, and as otherwise permitted under the Enabling Ordinance, the Bond Ordinance and the Loan Agreement.

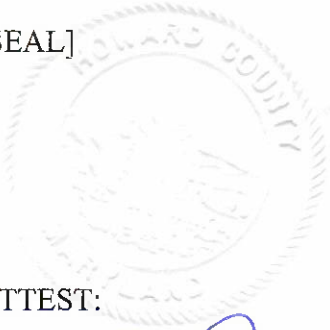
Section 8. There may be deducted from the gross proceeds received from the sale of the Bond the cost of legal fees and expenses relating to such sale as may be determined by the Director of Finance. There may also be deducted from the gross proceeds of the sale of the Bond any other incidental expenses relating thereto and the reimbursement of the general tax receipts of the County for any monies previously expended therefrom for the project more specifically described in this Order.

Section 9. The Chief Administrative Officer of the County and the Director of Finance are hereby authorized and directed to take such actions required or permitted to be taken and execute such documents and agreements required to consummate the transaction contemplated by this Order, the Enabling Ordinance and the Bond Ordinance.

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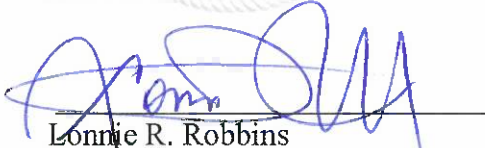
This Order shall take effect this 9 day of May, 2022.

[SEAL]




HOWARD COUNTY, MARYLAND

ATTEST:



Lonnie R. Robbins
Chief Administrative Officer
Howard County, Maryland

By: 

Calvin Ball
County Executive
Howard County, Maryland

[Signature page to Executive Order]

FORM OF BOND

HOWARD COUNTY, MARYLAND

ELLICOTT CITY SAFE & SOUND PLAN

**(WIFIA ID – 20162MD)
WIFIA BOND**

Interest Rate	Final Maturity Date	Dated Date	WIFIA CUSIP
[]%, subject to the Default Rate (as defined and in accordance with the WIFIA Loan Agreement)	August 15, 2055, subject to adjustment as set forth in the WIFIA Loan Agreement	[]	[]
Registered Owner	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator of the Environmental Protection Agency		
Maximum Principal Amount	\$75,000,000 (excluding capitalized interest, if any)		

HOWARD COUNTY, MARYLAND, a body corporate and politic organized under the Constitution and laws of the State of Maryland (the “**Borrower**”), for value received, hereby promises to pay to the order of the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, acting by and through the Administrator of the United States Environmental Protection Agency, or its assigns (the “**WIFIA Lender**”), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all Disbursements made by the WIFIA Lender (such lesser amount being hereinafter referred to as the “**Outstanding Principal Sum**”), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the WIFIA Loan Agreement) on the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in that certain WIFIA Loan Agreement, dated as of the date hereof, between the WIFIA Lender and the Borrower (the “**WIFIA Loan Agreement**”). All capitalized terms used in this WIFIA Bond and not defined herein shall have the meanings set forth in the WIFIA Loan Agreement.

The WIFIA Debt Service hereof shall be payable in the amounts, manner and on the Payment Dates as set forth in the WIFIA Loan Amortization Schedule in accordance with the WIFIA Loan Agreement (which WIFIA Loan Amortization Schedule may be revised from time to time in accordance with the WIFIA Loan Agreement), until paid in full (which Loan Amortization Schedule, as modified from time to time in accordance with the terms of the WIFIA Loan Agreement, is incorporated in and is a part of this WIFIA Bond). The WIFIA Lender is hereby authorized to modify the WIFIA Loan Amortization Schedule from time to time to reflect the amount of each Disbursement made thereunder and the date and amount of principal or interest paid by the Borrower thereunder and otherwise in accordance with the terms of the WIFIA Loan Agreement. Absent manifest error, the WIFIA Lender's determination of such matters as set forth on the WIFIA Loan Amortization Schedule to the WIFIA Loan Agreement shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's obligations hereunder or under any other WIFIA Loan Document.

Payments hereon are to be made in accordance with Section 8(b) (*Manner of Payment*) and Section 31 (*Notices*) of the WIFIA Loan Agreement as the same become due. Principal of and interest on this WIFIA Bond shall be made in Dollars and in immediately available funds (without counterclaim, offset or deduction). Any payment in respect of the WIFIA Bond shall be treated as a payment in respect of the WIFIA Loan and any prepayment of principal in respect of the WIFIA Loan shall be treated as a redemption in respect of the WIFIA Bond. If the Final Maturity Date is adjusted in accordance with the WIFIA Loan Agreement, the due date of this WIFIA Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the WIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this WIFIA Bond without the prior written agreement of the WIFIA Lender. Any such amendment shall be reflected in a revised Loan Amortization Schedule.

This WIFIA Bond has been executed under and pursuant to the WIFIA Loan Documents and is issued to evidence the obligation of the Borrower under the WIFIA Loan Documents to repay the loan made by the WIFIA Lender and any other payments of any kind required to be paid by the Borrower under the WIFIA Loan Agreement or the other WIFIA Loan Documents referred to therein. Reference is made to the WIFIA Loan Agreement for all details relating to the Borrower's obligations hereunder.

The full faith and credit and unlimited taxing power of the Borrower are hereby irrevocably pledged to the punctual payment of the principal of and interest on this WIFIA Bond according to its terms.

This WIFIA Bond may be prepaid at the option of the Borrower, without penalty or premium, (i) in full on any date on or after the Final Disbursement Date or (ii) in part on any Payment Date on or after the Final Disbursement Date (and, if in part, the amounts thereof to be prepaid shall be determined by the Borrower; provided, that such prepayment shall be in principal amounts of \$1,000,000 or any integral multiple of \$1.00 in excess thereof), in each case from time to time but not more than once annually in accordance with the WIFIA Loan Agreement.

Any delay on the part of the WIFIA Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist, and be performed precedent to and in the issuance of this WIFIA Bond have happened, exist and have been performed as so required. This WIFIA Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State shall govern its construction to the extent such federal laws are not applicable.

No covenant or agreement contained in this WIFIA Bond shall be deemed to be a covenant or agreement of any officer, agent or employee of the Borrower in his or her individual capacity, and neither the members of the County Council nor any official executing this WIFIA Bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this WIFIA Bond.

IN WITNESS WHEREOF, HOWARD COUNTY, MARYLAND, has caused this WIFIA Bond to be executed in its name and its seal to be affixed hereto and attested by its duly authorized officer, all as of the Effective Date set forth above.

HOWARD COUNTY, MARYLAND,
by its authorized representative

(SEAL)

Name:
Title: County Executive

ATTEST:

Name:
Title: Chief Administrative Officer

Name:
Title: Director of Finance

CERTIFICATE OF AUTHENTICATION

This WIFIA Bond is the WIFIA Bond described in Executive Order No. 2022-06, having a Dated Date of [_____].

Date of Authentication: _____, 20__

Name:
Title: Director of Finance,
acting as Bond Registrar

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the Undersigned hereby unconditionally sells, assigns
and transfers unto

(Please Insert Social Security or other identifying number of Assignee(s)):

the within WIFIA Bond and all rights thereunder.

Dated: _____

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