

**File of the  
Council of the City of Easton, Pa.**

Ordinance No.

SESSION 2016

Bill No. 11

=====  
Introduced by: Roger Ruggles – March 23, 2016  
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Enacted by Council:  
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**AN ORDINANCE Amending Ordinance 5469, Amending Article III, Traffic Control Map, of Chapter 560, Vehicles and Traffic of the Code of the City of Easton, Pa.**

THE CITY OF EASTON HEREBY ORDAINS:

SECTION 1. On August 13, 2014, City Council adopted Ordinance 5469.

SECTION 2. Ordinance 5469 designated Scheduled Routes and Postings to Assist with Garbage Pickup.

SECTION 3. Ordinance 5469 be and it is hereby amended to include the following:

**TUESDAY ROUTE No Parking Tuesday 8:00 a.m. to 12:00 p.m. Garbage Pickup**  
Spruce Street      between 9<sup>th</sup> Street and 10<sup>th</sup> Street

SECTION 4. All Ordinances or parts of Ordinances inconsistent herewith be and the same are hereby repealed.

SECTION 5. This Ordinance shall become effective 30 days following adoption by Council.

Signed the      day of      , 2016

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



# File of the Council of the City of Easton, Pa.

Ordinance No.

SESSION 2016

Bill No. 13

=====  
Introduced By: Kenneth Brown – March 23, 2016  
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Enacted by Council:  
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**AN ORDINANCE: PROVIDING REVENUES AND APPROPRIATING SPECIFIC SUMS TO BE REQUIRED FOR THE OTHER POST-EMPLOYMENT BENEFITS FUND DURING THE FISCAL YEAR 2016.**

THE CITY OF EASTON HEREBY ORDAINS:

SECTION 1. For the purposes of the Other Post-Employment Benefits Fund for the Fiscal Year 2016 the following revenues and expenditures are provided as follows:

<u>Account No.</u>	<u>Description</u>	<u>Budget</u>		
305-1000-00341	Interest Earnings	\$ 0		
305-1000-39201	Trans. Fm. Gen. Fnd.	25,000.00		
			<b>Total Revenues</b>	<b>\$25,000.00</b>
305-1000-12010	Investments	\$20,000.00		
305-1000-4344	Bank/Other Fees	\$ 5,000.00		
			<b>Total Expenditures</b>	<b>\$25,000.00</b>

SECTION 2. All Ordinances or parts of Ordinances inconsistent herewith be, and the same are hereby repealed.

SECTION 3. This Ordinance shall become effective immediately following adoption by Council.

Signed the 10<sup>th</sup> day of February, 2016

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

# File of the Council of the City of Easton, Pa.

Ordinance No.

SESSION 2016

Bill No. 14

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Introduced by: Kenneth Brown – March 23, 2016

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Enacted by Council:

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**AN ORDINANCE: Amending the 2015 General Fund Budget**

THE CITY OF EASTON HEREBY ORDAINS:

SECTION 1. The 2015 General Fund Budget be and it is hereby amended as follows:

<u>Account No.</u>	<u>Description</u>	<u>Current Budget</u>	<u>Proposed Change</u>	<u>Proposed Budget</u>
101-1000-3991	PY Undesignated	\$500,000.00	\$750,000.00	\$1,250,000.00
<b>Total Revenue Increase</b>			<b>\$750,000.00</b>	

<u>Account No.</u>	<u>Description</u>	<u>Current Budget</u>	<u>Proposed Change</u>	<u>Proposed Budget</u>
101-1000-4482	Trans. to Health Fund	\$ 0	\$600,000.00	\$600,000.00
101-1000-4483	Trans. To Liability Fund	\$ 0	\$125,000.00	\$125,000.00
101-1000-4484	Trans. To OPEB Fund	\$ 0	\$ 25,000.00	\$ 25,000.00
<b>Total Expenditure Increase</b>			<b>\$750,000.00</b>	

SECTION 2. All Ordinances or parts of ordinances inconsistent herewith be, and the same are hereby repealed.

SECTION 3. This ordinance shall become effective immediately following adoption by Council.

Signed the      day of      2016

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

# File of the Council of the City of Easton, Pa.

Ordinance No.

SESSION 2016

Bill No. 15

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Introduced by: Kenneth Brown – March 23, 2016

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Enacted by Council:

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**AN ORDINANCE: Amending the 2015 Health Benefits Fund Budget**

THE CITY OF EASTON HEREBY ORDAINS:

SECTION 1. The 2015 Health Benefits Fund Budget be and it is hereby amended as follows:

<u>Account No.</u>	<u>Description</u>	<u>Current Budget</u>	<u>Proposed Change</u>	<u>Proposed Budget</u>
252-1000-39201	Trans. Fm. Gen. Fnd.	\$4,049,999.99	\$600,000.00	\$4,649,999.99
<b>Total Revenue Increase</b>				<b>\$600,000.00</b>

<u>Account No.</u>	<u>Description</u>	<u>Current Budget</u>	<u>Proposed Change</u>	<u>Proposed Budget</u>
252-1011-41562	Health Claim Allow	\$3,800,000.00	\$600,000.00	\$4,400,000.00
<b>Total Expenditure Increase</b>				<b>\$600,000.00</b>

SECTION 2. All Ordinances or parts of ordinances inconsistent herewith be, and the same are hereby repealed.

SECTION 3. This ordinance shall become effective immediately following adoption by Council.

Signed the      day of      2016

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

# File of the Council of the City of Easton, Pa.

Ordinance No.

SESSION 2016

Bill No. 16

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Introduced by: Kenneth Brown – March 23, 2016

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Enacted by Council:

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**AN ORDINANCE: Amending the 2015 Property Insurance Casualty Fund Budget.**

THE CITY OF EASTON HEREBY ORDAINS:

SECTION 1. The 2015 Property Insurance Casualty Fund Budget be and it is hereby amended as follows:

<u>Account No.</u>	<u>Description</u>	<u>Current Budget</u>	<u>Proposed Change</u>	<u>Proposed Budget</u>
253-1000-39201	Trans. Fm. Gen. Fnd.	\$919,812.00	\$125,000.00	\$1,044,812.00
<b>Total Revenue Increase</b>				<b>\$125,000.00</b>

<u>Account No.</u>	<u>Description</u>	<u>Current Budget</u>	<u>Proposed Change</u>	<u>Proposed Budget</u>
253-1000-43511	Insurance Claim All	\$325,000.00	\$125,000.00	\$450,000.00
<b>Total Expenditure Increase</b>				<b>\$125,000.00</b>

SECTION 2. All Ordinances or parts of ordinances inconsistent herewith be, and the same are hereby repealed.

SECTION 3. This ordinance shall become effective immediately following adoption by Council.

Signed the      day of      2016

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



# File of the Council of the City of Easton, Pa.

Ordinance No.

SESSION 2016

Bill No. 18

=====  
Introduced by: Roger Ruggles – April 13, 2016  
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Enacted by Council:  
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**AN ORDINANCE: OPENING AND DEDICATING TO PUBLIC USE AND  
ESTABLISHING RIGHT-OF-WAY WIDTHS AND ACCEPTING AND DEDICATING THE  
STORM WATER AND SANITARY SEWER COLLECTION SYSTEMS AND THE STREET  
LIGHTING SYSTEM WITHIN THE AREA KNOWN AS SILK MILL DEVELOPMENT**

THE CITY OF EASTON HEREBY ORDAINS:

SECTION 1. Simon Boulevard, as described by the segmented right-of-way widths, lengths and bearings, as shown on the plan, sheet number 2 of 38, as prepared by Van Cleef Engineering Associates, dated June 16, 2014, and revised on April 17, 2015, entitled "Record subdivision and Land Development Plan," has been accepted for public use

SECTION 2. Simon Boulevard begins at the eastern right-of-way line of North Thirteenth Street, approximately 433 feet south of the centerline intersections of North Thirteenth and Bushkill Drive, and continues eastward for approximately 730 feet, then north-eastward for approximately 644.35 feet to the southern right-of-way line of Bushkill Drive

SECTION 3. The storm water collection system and sanitary sewer collection system within the cart-way of Simon Boulevard, including all piping, catch basins, manholes, appurtenances, roof drains and sanitary sewer laterals, and also storm water separators SC1 and SC2, pipe P13, headwall EW1, riprap, the pipe from SMH4 to SMH5, manhole SMH5, the sewage pumping station including valve chamber, wet well, associated piping, pumps, controls, structures, control panel on building "J", and all electrical conduit, wiring and associated items, the sewage force main and valves, all as shown on the plans sheet numbers 10, 11 and 12 of 38, as prepared by Van Cleef Engineering Associates, dated June 16, 2014, and revised on August 3, 2015, entitles Contractor As-Built Plans – Overall Utility Plan, As-Built Utility Plan A and As-Built Utility Plan B, are hereby accepted as a part of the City of Easton's collection systems

SECTION 4. The street lighting system within the right-of-way of Simon Boulevard, including the street lights, poles, appurtenances, receptacles, associated conduit and wiring, the associated control panels on building "J", tree and planter lighting and associated conduit and wiring, associated junction boxes, all as shown on the plan sheet number 16 and 17 of 38, as prepared by Van Cleef Engineering Associates, dated June 16, 2014, and revised on April 17, 2015, entitled Lighting Plan A and Lighting Plan B are hereby accepted as a part of the City of Easton's street lighting system





**File of the  
Council of the City of Easton, Pa.**

**Ordinance No.**

**SESSION 2016**

**Bill No. 8**

=====  
Introduced by: Roger Ruggles – February 24, 2016  
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Enacted by Council:  
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**AN ORDINANCE VACATING CHURCH STREET FROM NORTH SIXTH STREET TO  
HESTER STREET, AND REPEALING ORDINANCES INCONSISTENT HEREWITH.**

THE CITY OF EASTON HEREBY ORDAINS:

SECTION 1. A portion of Church Street as described more fully below is hereby vacated and removed from the official map of the City:

Beginning at a point, said point being the intersection of the northern right-of-way line of Northampton Street and the western right-of-way line of North Sixth Street; then running northerly along the westerly right-of-way line of North Sixth Street for a distance of 135 feet, more or less, to a a point, said point being the centerline of Church Street, said street being a strip of land about 10 feet in width, with 5 feet on each side of the said centerline;

Then running westerly for a distance of 138.7 feet to Hester Street for the full 10 feet width.

SECTION 2. The City retains all rights to maintain all existing city utilities which may be located within the affected areas.

Section 3. All utility owners and operators retain all rights to maintain all existing utilities, lines and facilities, both underground and overhead, within the affected areas.

SECTION 4. All owners of property accessible by this portion of Church Street (hereinafter referred to as "Owners") shall retain all rights of access thereto. No permanent or non-movable blockage of access through or along Church Street is allowed except by Ordinance. In the event that the access along or across this segment of Church Street is blocked by a gate or other controlled means by any Owner said Owner shall provide a key or access code to open such gate at the Owner's expense to all utility owners/operators and all other persons owning property which is accessible by means of Church Street.

SECTION 5. In consideration of the said vacation of Church Street as set forth herein, the Owners, their heirs, executors, administrators, successors and/or assigns, hereby agree and shall be responsible for the installation of any gate or other controlled means including the construction, maintenance and repair of any such gate and/or controlled means for the purpose of ingress, egress and regress across or along the vacated street together with any and all costs associated thereto.



***Resolution***  
of the  
City of Easton, Pennsylvania

No.

Date: April 13, 2016

Introduced by: Roger Ruggles

RESOLVED that the council of the City of Easton authorizes the Department of Public Works to apply for a grant through the Pennsylvania Department of Conservation and Natural Resources (DCNR) in the amount of \$55,000 for playground and site improvements to Pioneer Park.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: \_\_\_\_\_  
City Clerk

Signed: \_\_\_\_\_  
Mayor

**Resolution**  
Of the  
City of Easton, Pennsylvania

No.

Date: April 13, 2016

Introduced by Kenneth Brown

RESOLVED that Resolution No. 202-2016, 2016 Salary and Wage Resolution is hereby amended as follows:

**DEPARTMENT OF FINANCE**

**FROM**

Chief Cash Management Supervisor      \$72,102

**TO**

Cash Management Supervisor              \$50,000

BE IT FURTHER RESOLVED, that this Resolution became effective retroactively from February 15, 2016.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: \_\_\_\_\_  
City Clerk

Signed: \_\_\_\_\_  
Mayor

**Resolution**  
Of the  
City of Easton, Pennsylvania

No. -2016

Date: April 13, 2016

Introduced by: Salvatore J. Panto

RESOLVED, that the Council of the City of Easton, Pa., has reviewed and approves a Settlement Agreement and Full and Final Release of All Claims; copy attached hereto, between the City of Easton and Pennsylvania Media, LLC, Abraham Atiyeh and Easton School Development, LP.

BE IF FURTHER RESOLVED, that Council authorizes the Mayor and City Controller to sign said Settlement Agreement and Full and Final Release of All Claims on behalf of the City and the City Clerk to attest to same.

This is to certify the above resolution was adopted by City Council on the above date.

Attest: \_\_\_\_\_  
City Clerk

Signed: \_\_\_\_\_  
Mayor

**SETTLEMENT AGREEMENT**  
**AND FULL AND FINAL RELEASE OF ALL CLAIMS**

This AGREEMENT is made by and among PENNSYLVANIA MEDIA, LLC, a Pennsylvania limited liability company with a place of business located at 512 West Hamilton Street, Allentown, PA (hereinafter referred to as "PMedia"), ABRAHAM ATIYEH (hereinafter referred to as "Atiyeh"), individually and as sole member of EASTON SCHOOL DEVELOPMENT, LP (hereinafter referred to as "ESD") with an address of residence located at 3660 Manor Road, Bethlehem, PA and THE CITY OF EASTON (hereinafter referred to as "Easton"). PMedia, Atiyeh and ESD shall hereinafter be referred to collectively as "Plaintiffs."

**W I T N E S S E T H :**

WHEREAS, Plaintiffs have brought suit against, Easton and GLENN STECKMAN (hereinafter "Steckman")(Easton and Steckman, shall hereinafter be referred to collectively as the "Easton Defendants) for damages as a result of their alleged violations of the Civil Rights Act of 1871, 42 U.S.C. § 1983 ("Section 1983"), free speech violation, retaliation, equal protection violation and common law libel arising out certain actions more fully set forth in Plaintiff's suit and,

WHEREAS, the aforementioned suit was filed in the United States District Court for the Eastern District of Pennsylvania and denominated Civil Action No. 14-CV-04707 (hereinafter "the Action"); and,

WHEREAS, the Easton Defendants deny any liability to Plaintiffs on the basis of any claims, asserted or unasserted, in the Action; and,

WHEREAS, the Easton Defendants assert that there is no factual or legal basis for the allegations in the Action; and,

WHEREAS, the parties have asserted their positions in good faith but desire to avoid the delay, expense, and uncertainty associated with further litigation by resolving and settling fully and finally all claims, causes of action, and disputes between Plaintiffs and the Easton Defendants arising out of the allegations set forth in the Action; and,

WHEREAS, in order to effectuate the aforesaid desire upon the terms set forth herein, the parties have agreed to execute this Settlement Agreement and Full and Final Release of All Claims (hereinafter referred to as "the Agreement").

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be bound by this Agreement and without the Easton Defendants admitting liability, the parties hereto do agree as follows:

**Section 1. Dismissal**

Plaintiffs acknowledge and agree that the parties stipulated to the dismissal of the Action and that they will request the Court to enter a dismissal of the Action, **WITH PREJUDICE**, based upon the mutual promises of the parties reduced to writing herein and the occurrence of the Condition, (as hereinafter defined).

**Section 2. Consideration**

In consideration of Plaintiffs' release set forth below in Section 3 below, Easton has agreed to lease to PMedia land to erect and maintain a billboard. Easton in further consideration of the Plaintiffs' release set forth in Section 3 below has consented to PMedia's assignment of said lease to LVL Co, LLC. The assigned Lease and Addendum (hereinafter "the Lease") between Easton and LVL Co, LLC is attached hereto as Exhibit "A" and incorporated herein by

reference. It is further understood and agreed that Easton's entering into the Lease is intended to cover fully all of Plaintiffs' claims for damages, attorney's fees, legal costs and expenses, and is in full accord, satisfaction, and final compromise of all disputed claims between the parties for monetary, legal and equitable relief, interest, attorney's fees, and legal costs and expenses.

### **Section 3. Release of Claims**

Plaintiffs, for themselves, their heirs, executors, administrators, personal representatives, agents, attorneys, officers, directors, trustees, predecessors, successors, affiliated entities, servants, employees and assigns do hereby fully remise, release, and forever discharge the Easton Defendants and their respective officers, directors, trustees, attorneys, predecessors, successors, heirs, assigns, administrators, executors, affiliated entities, servants, agents, employees, elected and appointed officials and representatives (hereinafter collectively referred to as the "Released Parties"), whether named herein or not, of and from any and all manner of actions, causes of action, claims, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, and judgments, in law or in equity, whether known or unknown, vested or contingent, and regardless of the legal theory or factual basis involved, which Plaintiffs ever had, now have, had or can, shall or may have in the future, or which Plaintiffs' heirs, executors, administrators, personal representatives, assigns, officers, directors, trustees, predecessors, successors, affiliated entities, servants, employees or any of them hereinafter can, shall, or may have for or by reason of any cause, thing, or matter whatsoever, from the beginning of the world to the date of these presents, whether the same sound in tort, contract, or violation of any constitution, statute, code, regulation or ordinance, including but not limited to Section 1983, libel and/or the common law of Pennsylvania. It is understood that this Release is a **GENERAL RELEASE**.

The parties agree that notwithstanding the occurrence of any event(s) subsequent to the execution of this Agreement that could be construed as a breach of this Agreement, the release set forth herein shall remain in full force and effect to release claims based on events that occurred before the execution of this Agreement.

Plaintiffs waive and relinquish each and every right or benefit that they might now have under common law or any statutory or regulatory provision, to the fullest extent that they may waive such right or benefit. In furtherance of such waiver and relinquishment, Plaintiffs expressly warrant and represent that they intend that the release given herein in exchange for the consideration stated herein shall be and remain as a full and complete release, notwithstanding the subsequent discovery or existence of any additional claims or facts predating the execution of this Agreement.

**Section 4. Attorneys**

Plaintiffs represent and warrant that Fellheimer and Eichen LLP are and have been their sole attorneys with respect to the Action and all claims set forth therein; that no other attorney or law firm has any claim for legal fees, costs, and/or expenses relating to the Action; and that the consideration received from the Released Parties pursuant to the Agreement are intended to include and cover all legal fees, costs, and/or expenses, including attorneys' fees, for which the Released Parties could be liable in connection with the Action.

**Section 5. Indemnification**

Plaintiffs accept full and complete responsibility for any federal, state, and/or local taxes which may be required by law to be paid with respect to the consideration received pursuant to this Agreement. Plaintiffs further agree to indemnify and hold harmless the Released Parties for

their agreement not to withhold any federal, state, and/or local taxes, should the Internal Revenue Service or other taxing or governmental authority conclude that such amounts are due. Plaintiffs acknowledge that no representation has been made to them by the Released Parties regarding the tax status of such payments and represents that they are not relying in any way upon the Released Parties in this regard.

**Section 6. No Claims on Plaintiffs' Behalf**

Plaintiffs represent and warrant that they are aware of no person or entity entitled to make a claim or file a charge on their behalf relating in any way to the Released Parties and/or the Easton Defendants. Plaintiffs further represent that they have not authorized, and will not authorize, any person, group, or entity to assert on their behalf such a claim or file such a charge. Plaintiffs agree to indemnify and hold the Released Parties and/or the Easton Defendants harmless from any fees, costs, expenses, or damages sustained by reason of any such claims or charges.

**Section 7. Knowledge and Revocation Rights**

Plaintiffs acknowledge that they have been given an opportunity to review this Agreement and have been encouraged by the Easton Defendants to fully discuss the terms and conditions of this Agreement with legal counsel. Plaintiffs further acknowledge that they understand and voluntarily accept the terms and conditions of this Agreement and believe it to be a fair and reasonable settlement of any and all outstanding issues between the parties.

**Section 8. No Admission of Wrongdoing**

It is understood and acknowledged by all parties that the sole purpose of this Agreement is to avoid the time and expense of litigation and to accomplish an expeditious and amicable resolution of all disputes between Plaintiffs and the Easton Defendants.

The parties further stipulate and agree that nothing contained in this Agreement shall be construed as an admission by the Easton Defendants that they have engaged in any wrongdoing, and that neither this Agreement nor any part of it is to be construed or used or admitted into evidence by any party in any proceeding of any character, judicial, administrative, and/or otherwise, now pending or subsequently instituted, except that the Released Parties may introduce this Agreement as a defense to any action herein released, and any party may introduce this Agreement in any action alleging breach of this Agreement. Notwithstanding the foregoing, Easton offers its sincerest apologies to Atiyeh for any statements made in the October 27, 2013 edition of the *Morning Call* that may have caused upset and discomfort to Mr. Atiyeh.

**Section 9. Breach of Agreement**

The parties agree that failure to abide by any of the terms of this Agreement shall give rise to a claim for injunctive relief and/or damages for violation of this Agreement and the release contained herein shall not bar such a claim.

**Section 10. Miscellaneous**

(A) **Severability.** Should any provision of this Agreement be held to be illegal or unenforceable by a court of competent jurisdiction, it shall be deemed severed from the Agreement and the remaining provisions shall remain fully enforceable.

(B) **Complete Agreement.** This Agreement represents the complete and entire understanding of the parties. By executing this Agreement, the parties acknowledge that they

understand the terms of this Agreement, that such terms are acceptable, that there are no additional obligations, either oral or written, to be performed by any party beyond those promises set forth herein, and that such terms are final and binding as to all claims that have been brought or could have been advanced by Plaintiffs or on their behalf. The parties represent and warrant that no promise or inducement has been offered to them in exchange for their agreement to the terms stated herein, except as set forth herein.

This Agreement may not be released, discharged, abandoned, supplemented, changed or modified in any manner except by an instrument in writing signed by each of the parties hereto.

(C) **Assignment.** Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the express written consent of the other. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns. The rights under the Lease have been granted to LVL Co., LLC, as assignee of PMedia.

(D) **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any action to enforce this Agreement shall only be brought in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Northampton County, Pennsylvania.

(E) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### **Section 11. Signature Authority**

**Section 11. Signature Authority**

The signatories below warrant that they are fully authorized to sign this Agreement on behalf of themselves, if they are signing in their individual capacity, or on behalf of the entity that they represent, if they are signing on behalf of an entity.

**Section 14. Approval of Easton City Council and Effective Date**

The parties acknowledge and agree that this Agreement shall be contingent upon approval by the Easton City Council. The effective date of this Agreement shall be the date upon which the Agreement is approved by the Easton City Council or executed by Plaintiffs, whichever is later.

**Section 15. Condition:** The Release herein set forth is expressly postponed until, and conditioned upon, the Billboard receiving all applicable permits, licenses and permissions to be erected as a double sided electronic LED Digital Billboard in the identified location, or other location acceptable to Plaintiffs and LVL Co., LLC. The foregoing is called the "Condition".

**THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT THIS AGREEMENT HAS BEEN NEGOTIATED AT ARM'S LENGTH BETWEEN THE PARTIES WITH FULL AND COMPLETE ADVICE BY INDEPENDENT COUNSEL AND/OR OTHER REPRESENTATIVES OF EACH PARTY'S CHOOSING. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY ARE EACH FULLY AND COMPLETELY INFORMED WITH RESPECT TO ALL TERMS, COVENANTS, AND CONDITIONS CONTAINED IN THIS AGREEMENT AND THE MEANING AND EFFECT THEREOF. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT WITH FULL KNOWLEDGE OF ITS IMPACT AND EFFECT.**

**The signature page follows and the parties agree that this Agreement may be signed in multiple counterparts.**

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their

signatures below:

PENNSYLVANIA MEDIA LLC

By: 

3.31.16  
Date

Print Name: Abraham R. Atiyeh

Title: MANAGER



ABRAHAM ATIYEH, individually  
and as sole member of EASTON  
SCHOOL DEVELOPMENT, LP

3-31-16  
Date

**THE CITY OF EASTON**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Resolution**  
Of the  
City of Easton, Pennsylvania

No. -2016

Date: April 13, 2016

Introduced by: Roger Ruggles

RESOLVED, that the Council of the City of Easton, Pa., has reviewed and approves an Interlocal Participation Agreement; copy attached hereto, between the City of Easton Pa., and The National Purchasing Cooperative.

BE IT FURTHER RESOLVED, that Council authorizes the Mayor and City Controller to sign said Agreement on behalf of the City and the City Clerk to attest to same.

This is to certify the above resolution was adopted by City Council on the above date.

Attest: \_\_\_\_\_  
City Clerk

Signed: \_\_\_\_\_  
Mayor

# Resolution

of the  
City of Easton, Pennsylvania

No. -2016

Date: April 13, 2016

Introduced by: Sandra Vulcano

WHEREAS the Greater Easton Development Partnership is applying to the Department of Community and Economic Development ("DCED") of the Commonwealth of Pennsylvania for a Keystone Communities Grant to provide loans to the individual businesses within the Easton Public Market for Fiscal Year 2016; and

WHEREAS a requirement of the grant application is a public hearing and cooperative agreement with the Municipality

NOW THEREFORE BE IT RESOLVED that the City Council of Easton, Pennsylvania authorizes:

- 1) Mayor and City Controller to sign the cooperation agreement with the Greater Easton Development Partnership.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: \_\_\_\_\_ Signed: \_\_\_\_\_  
City Clerk Mayor

**Resolution**  
Of the  
City of Easton, Pennsylvania

No.       -2016

Date: April 13, 2016

Introduced by Kenneth Brown

RESOLVED, by the Council of the City of Easton, Pa., that the attached job description for the following position in the Department of Finance, as recommended by the City Administration, is hereby approved:

Cash Management Supervisor

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: \_\_\_\_\_  
          City Clerk

Signed: \_\_\_\_\_  
          Mayor

**Resolution**  
Of the  
City of Easton, Pennsylvania

No.               -2016

Date: April 13, 2016

Introduced by: Peter Melan  
Co-sponsored by Kenneth Brown, James Edinger, David O'Connell, Roger Ruggles, Sandra Vulcano, and Salvatore J. Panto, Jr.

RESOLVED by the Council of the City of Easton, Pa. that it was with a feeling of deep sorrow that we learned of the death of Frank E. Messa Sr. on March 26, 2016.

Mr. Messa served the City and its citizens as a member of the Police Department for 30 years and the Codes Department for 10 years before retiring in 1975..

Mr. Messa served honorably in the United States Coast Guard during World War II.

Mr. Messa was a member of religious, social organizations and was a life member of the Washington Lodge #17, Fraternal Order of Police..

Mr. Messa was a dedicated faithful City employee and citizen. He performed his duties in an excellent and professional manner and was held in the highest esteem and affection by both friends and colleagues.

We join in expressing our deepest sympathy and condolences to his family at this the time of their bereavement.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: \_\_\_\_\_  
                  City Clerk

Signed: \_\_\_\_\_  
  Mayor

**Resolution**  
Of the  
City of Easton, Pennsylvania

No.               -2016

Date: April 13, 2016

Introduced by: Roger Ruggles  
Co-sponsored by Kenneth Brown, James Edinger, Peter Melan, David O'Connell,  
Sandra Vulcano, and Salvatore J. Panto, Jr.

RESOLVED by the Council of the City of Easton, Pa. that it was with a feeling of deep sorrow that we learned of the death of Richard James Cunningham on March 22, 2016.

Mr. Cunningham served the City and its citizens as a member of the Water Department for over 37 years retiring in 1990.

Mr. Cunningham served honorably in the United States Air Force during the Korean War.

Mr. Cunningham was a member of social organizations.

Mr. Cunningham was a dedicated faithful City employee and citizen. He performed his duties in an excellent and professional manner and was held in the highest esteem and affection by both friends and colleagues.

We join in expressing our deepest sympathy and condolences to his family at this the time of their bereavement.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: \_\_\_\_\_  
                  City Clerk

Signed: \_\_\_\_\_  
                                  Mayor