

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

<u>Ordinance No.</u>	<u>SESSION 2013</u>	<u>Bill No. 54</u>
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Introduced by: Kenneth Brown - September 25, 2013

Enacted by Council: _____, 2013

AUTHORIZING THE INCURRENCE OF NONELECTORAL DEBT OF THE CITY OF EASTON BY THE ISSUANCE, OF ITS \$_____ GENERAL OBLIGATION BONDS, SERIES OF 2013 FOR THE PURPOSE OF PROVIDING FUNDS TO (1) FINANCE CAPITAL IMPROVEMENT PROJECTS (INCLUDING CAPITALIZED INTEREST); (2) CURRENTLY REFUND A PORTION OF THE CITY'S TAXABLE GENERAL OBLIGATION NOTE, SERIES OF 2011; AND (3) PAY THE COSTS OF ISSUING THE BONDS; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT AND OTHER DOCUMENTATION; COVENANTING TO CREATE SINKING FUND AND TO BUDGET, APPROPRIATE AND PAY DEBT SERVICE ON THE BONDS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY FOR THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF BONDS; SETTING FORTH THE STATED PRINCIPAL MATURITY AMOUNTS AND DATES, INTEREST RATES AND INTEREST PAYMENT DATES, PLACE OF PAYMENT, SINKING FUND PROVISIONS AND OTHER DETAILS OF THE BONDS; AUTHORIZING THE EXECUTION OF A PAYING AGENT AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT; FINDING THAT A PRIVATE INVITED SALE OF THE BONDS IS IN THE BEST FINANCIAL INTEREST OF THE CITY AND ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND AUTHORIZING OTHER NECESSARY ACTION.

WHEREAS, the City of Easton (the "City") is granted the power by the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §3001 et seq., as amended (the "Act"), to incur indebtedness and to issue bonds for the purposes of refunding prior indebtedness and of financing capital projects ; and

WHEREAS, the City desires to finance capital projects and to provide capitalized interest on the Bonds during the construction of such projects, as more specifically set forth in Exhibit A attached hereto and made a part hereof (the “Projects”); and

WHEREAS, the City previously issued its Taxable General Obligation Note, Series of 2011 (DCED Approval No. GON-13464, September 1, 2011) (the “2011 Note”); and

WHEREAS, the City has determined to undertake a refinancing program consisting of the refunding of a portion of the outstanding 2011 Note in the principal amount of \$2,783,050.33 (the portion of note being so refunded, which is nonelectoral debt, is referred to herein as the “2011 Refunded Note”) with proceeds of the Bonds (as defined below) and application of certain grant funds to refund an additional portion of the 2011 Note in the principal amount of \$916,549.46; and

WHEREAS, the 2011 Refunded Note was issued to provide financing for: (i) preliminary costs, including acquisition of land for, design work for, land use approvals, preliminary cost estimates, demolition and/or other planning, acquisition, design, construction or equipping of, the project described in paragraph 1 on Exhibit A attached hereto; and (ii) the payment of the costs of issuing the 2011 Note (the “2011 Project”)

WHEREAS, the City now proposes to issue \$_____ aggregate principal amount of its General Obligation Bonds, Series of 2013 (the “Bonds”) to (i) finance the Projects; (ii) currently refund the 2011 Refunded Note (the “Refinancing Program”); (iii) capitalize interest on the Bonds until November 15, 2014; and (iv) pay the costs and expenses of issuing the Bonds; and

WHEREAS, the City has retained VALCO Capital Ltd., Ligonier, Pennsylvania, as financial consultant in connection with the issuance of the Bonds (the “Financial Consultant”); and

WHEREAS, pursuant to an Invitation to Bid for the Bonds (the “Invitation to Bid”) prepared by the Financial Consultant, the City competitively solicited, received and publicly opened bids for the Bonds, the results of which are summarized on Exhibit B attached hereto and made a part hereof; and

WHEREAS, upon the advice of its Financial Consultant, the City has determined that the proposal for the purchase of the Bonds received from _____ offers the lowest net interest cost to the City, and the City Council now desires to authorize the issuance of the Bonds for the purpose of financing costs of the Refunding Program, the Projects, and paying the costs and expenses of issuing the Bonds and to accept the proposal of such firm for the purchase of the Bonds.

NOW, THEREFORE, BE IT ENACTED by the Council of the City of Easton and IT IS HEREBY ENACTED, as follows:

Section 1. Authorization of the Projects and the Refinancing Program and Incurrence of Indebtedness; Estimated Useful Life and Cost of the Projects; and Purpose of the Refinancing Program. The City hereby approves the Projects and the

It is hereby determined and stated that (i) the Projects consists of capital projects with useful lives as set forth on Exhibit A attached hereto and (ii) estimated useful life of the 2011 Projects was determined by the City under its ordinance enacted on August 10, 2011, to be in excess of thirty (30) years. The City has obtained realistic estimates of the costs of the Projects determined through bid prices or estimates from persons qualified by experience to provide such estimate. The estimated completion date of the Projects is _____, 201_.

The City hereby reserves the right to undertake the individual components of the Projects in such order and at such time or times as it shall determine and to allocate a portion of the proceeds of the Bonds and other available moneys to the final costs of the projects in such amounts and order of priority as it shall determine; but the proceeds of the Bonds shall be used solely to pay “costs” as defined in the Act, of the Projects or, upon appropriate amendments to this Ordinance, to pay the costs of other capital projects for which the City is authorized to incur indebtedness.

It is hereby determined and stated that the Bonds are scheduled to mature in accordance with the limitations set forth in Section 8142 (a)(2) of the Act taking into account the average useful lives of the Projects.

It is hereby determined and set forth that the purpose of the Refinancing Program is to substitute bonds for notes as provided in Section 8241(b)(5) of the Act.

Section 2. Authorization of Issuance of Bond. The City shall issue, pursuant to the Act and this Ordinance, \$_____ aggregate principal amount of its General Obligation Bonds, Series of 2013 to provide funds for and toward the costs of the Projects and the Refinancing Program and paying the costs of issuing the Bonds as provided in Section 1 hereof.

Section 3. Type of Indebtedness. The indebtedness authorized by this Ordinance is nonelectoral debt.

Section 4. Execution of Debt Statement, Bonds and Other Documents. The Mayor, Vice Mayor, Controller or Finance Director of the City and the City Clerk (or any Acting City Clerk or Assistant City Clerk appointed for such purpose), and their successors are hereby authorized and directed to file the debt statement required by Section 8110 of the Act, to execute and deliver the Bonds in the name and on behalf of the City and to take all other action required by the Act or this Ordinance in connection with the issuance of the Bonds. Said officers or any of them are further authorized to apply to the Department of Community and Economic Development for approval of the debt herein authorized and to file with such application a transcript of the proceedings including a certified copy of this Ordinance, the Debt Statement, a Borrowing Base Certificate signed by the appropriate officials of the City or by the accountants of the City responsible for auditing its financial affairs, and to take any and all such further

Section 5. Type of Bonds. The Bonds when issued will be a general obligation bonds.

Section 6. Covenant to Pay Debt Service - Pledge of Taxing Power. The City hereby covenants with the registered owner of the Bonds outstanding pursuant to this Ordinance as follows: that the City will include in its budget for each fiscal year during the life of the Bonds the amount of the debt service on the Bonds issued hereunder which will be payable in each such fiscal year so long as the Bonds shall remain outstanding; that the City shall appropriate from its general revenues such amounts to the payment of such debt service; that the City shall duly and punctually pay or cause to be paid the principal of every Bond and the interest thereon at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof; and for such budgeting, appropriation and payment the City hereby pledges its full faith, credit and taxing power. The covenant contained in this Section 6 shall be specifically enforceable. The amounts to be budgeted, appropriated and paid pursuant to the foregoing covenant are those set forth in Exhibit C attached hereto and made a part hereof which are hereby incorporated in the foregoing covenant with the same effect as if the same were specified in the text of such covenant.

Section 7. Form of Bonds. The Bonds shall be substantially in the form set forth in Exhibit D hereto, with appropriate omissions, insertions and variations.

Section 8. Terms of Bonds. The Bonds shall be issued in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, shall be dated the date of the issuance thereof (anticipated to be November 12, 2013), shall be issued in the aggregate principal amount of \$ _____, shall bear interest from the date of issuance, payable on May 15 and November 15 of each year commencing May 15, 2014, at the rates and shall mature on May 15 of the years as set forth in the Bond Amortization Schedule attached hereto as Exhibit C and made a part hereof.

The principal of the Bonds shall be payable in lawful money of the United States of America at the corporate trust office of Fulton Bank, National Association in Lancaster, Pennsylvania, which is hereby appointed paying agent and registrar for the Bonds and the sinking fund depository (the "Paying Agent"). Interest on the Bonds shall be payable in the manner provided in the Form of Bonds set forth herein.

Section 9. Redemption of Bonds. The Bonds maturing on or after May 15, 2024, shall be subject to redemption, prior to maturity, at the option of the City, in whole or in part, in any order of maturities, at any time on or after May 15, 2023, at a price equal to 100% of the principal amount of the Bonds to be redeemed and accrued interest thereon to the date fixed for redemption.

The Bonds stated to mature on May 15, 20__ (the “Term Bonds”) are subject to mandatory redemption, in part, as drawn by lot by the Paying Agent prior to the stated maturity date by application of money available for such purposes in the Sinking Fund established under the Ordinance, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption or upon maturity, as applicable, on May 15 of the following years and in the following principal amount (to the extent that such Term Bonds shall not have been previously purchased by the City from monies deposited in the Sinking Fund as permitted under the Ordinance):

<u>Redemption Date</u> <u>(May 15)</u> *	<u>Mandatory Redemption Schedule</u> <u>Principal Amount to be</u> <u>Redeemed or Purchased</u> §	<u>Maturity From Which</u> <u>Redeemed</u>
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If less than an entire year’s maturity of Bonds are to be redeemed at any particular time, such Bonds so to be called for redemption shall be chosen by lot by the Paying Agent.

For the purpose of selection of Bonds for redemption, any Bond of a denomination greater than \$5,000 shall be treated as representing such number of separate Bonds, each of the denomination of \$5,000, as is obtained by dividing the actual principal amount of such Bond by \$5,000. Any Bond which is to be redeemed only in part shall be surrendered at the designated corporate trust office of the Paying Agent in Lancaster, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent, and the registered owner of such Bond shall receive, without service charge, a new Bond or Bonds, of any authorized denomination as requested by such registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

On the date designated for redemption and upon deposit with the Paying Agent of funds sufficient for payment of the principal of and accrued interest on the Bonds called for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bond or portions thereof so called for redemption shall cease to be entitled to any benefit or security hereunder, and registered owner of the Bond shall have no rights with respect to the Bond or portion thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Bond or portion thereof so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than thirty (30) days nor more than sixty (60) days before the redemption date to the registered owners of the Bonds at their addresses as they appear on the Bond register maintained by the Paying Agent. Such notice shall be given in the name of the City, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent in Lancaster, Pennsylvania, and that from the date of redemption interest will cease to accrue. The Paying

Agent shall use “CUSIP” numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such redemption notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the identification numbers prefixed “R-” printed on the Bonds. Failure to mail any notice of redemption, or any defect therein, or in the mailing thereof, with respect to any Bond shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption.

With respect to any optional redemption of the Bonds, if at the time of mailing such notice of redemption, the City shall not have deposited with the Paying Agent monies sufficient to redeem the Bonds or the portion of it called for redemption, such, notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

Section 10. Appointment of Securities Depository. The Depository Trust Company, New York, New York (“DTC”), shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system (“DTC Participants”). The ownership of one fully registered Bond for each maturity of Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each bond certificate will be in the aggregate principal amount of such maturity as shown on Exhibit C attached hereto. The City shall cause the Bonds to be delivered to DTC or the Paying Agent, as custodian for DTC, on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the “Beneficial Owner”) will not receive bond certificates and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the City nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The City is authorized to execute such documents as may be necessary or desirable in connection with DTC’s services as securities depository including a blanket letter of representation obligating the City to give certain notices to DTC and to meet certain requirements relating to Bond payments.

If DTC determines to discontinue providing its services as securities depository with respect to the Bonds at any time, the City officials then holding the offices set forth in Section 4 of this Ordinance are hereby authorized to designate a successor securities depository or to deliver certificates to or upon the order of the registered owners of the Bonds.

Section 11. Sale of Bonds. The Bonds shall be sold competitively at invited private sale as hereinafter set forth in Section 14. After due consideration, the City Council hereby finds and determines, on the basis of the advice and recommendation of its

Section 12. Creation of and Deposits in Sinking Fund. The City covenants that there shall be and there is hereby established and that it shall hereafter maintain a sinking fund (the “Sinking Fund”) designated as the “Sinking Fund - General Obligation Bonds, Series of 2013” for the Bonds to be held by the Paying Agent (or such substitute or successor Paying Agent which shall hereafter be appointed in accordance with the provisions of the Act) in the name of the City, but subject to withdrawal only by the Paying Agent.

The City covenants and agrees to deposit in the Sinking Fund not later than May 15 and November 15 of each year beginning May 15, 2014 the debt service payable on the Bonds on such dates, all as set forth in Exhibit C attached hereto, or such greater or lesser amount as at the time shall be sufficient to pay principal of and interest on the Bonds becoming due on each such date.

Pending application to the purposes for which the Sinking Fund is established, the Mayor, Vice Mayor, Controller or Finance Director of the City is hereby authorized and directed to cause the monies therein to be invested or deposited and insured or secured as permitted and required by Section 8224 of the Act. All income received on such deposits or investments of monies in the Sinking Fund during each applicable period shall be added to the Sinking Fund and shall be credited against the deposit next required to be made in the Sinking Fund.

The Paying Agent is hereby authorized and directed, without further action by the City, to pay from the Sinking Fund the principal of and interest on the Bonds as the same shall become due and payable in accordance with the terms hereof, and the City hereby covenants that such monies, to the extent required, will be applied to such purposes.

All monies deposited in the Sinking Fund for the payment of the Bonds which have not been claimed by the registered owners thereof after two years from the date payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, shall be returned to the City. Nothing contained herein shall relieve the City of its liability to the registered owners of unrepresented Bonds.

Section 13. No Taxes Assumed. The City shall not assume the payment of any tax or taxes in consideration of the purchase of the Bonds.

Section 14. Award and Sale of Bond. The City hereby awards and sells the Bonds to _____ (the “Underwriter”), at a price of \$_____ (representing the face amount of the Bonds [plus/less] a reoffering [premium/discount] of \$_____ and less the underwriter’s discount of \$_____) plus accrued interest and in accordance with the terms and conditions contained or incorporated in the proposal of the Underwriter dated October 9, 2013, which is hereby approved and accepted. A copy of said proposal shall be attached to this Ordinance and lodged with the official minutes of this meeting and is hereby incorporated herein by reference. The proper officers of the City are hereby authorized and directed to

Section 15. Contract with Paying Agent. The proper officers of the City are authorized to contract with Fulton Bank, National Association, Lancaster, Pennsylvania in connection with the performance of its duties as the Paying Agent and Sinking Fund Depository on usual and customary terms, including an agreement to observe and comply with the provisions of this Ordinance and of the Act.

Section 16. Redemption of 2011 Refunded Note. The City hereby calls for redemption on November 12, 2013 (or such other date as the Mayor, Vice Mayor, Controller or Finance Director of the City shall designate), the 2011 Refunded Note. The Mayor, Vice Mayor, Controller or Finance Director of the City and the City Clerk (or any Acting City Clerk or Assistant City Clerk appointed for such purpose) are hereby authorized and directed to execute all documents necessary to effect such redemption.

Section 17. Federal Tax Covenants. The City hereby covenants not to take or omit to take any action so as to cause interest on the Bonds to be no longer excluded from gross income for the purposes of federal income taxation and to otherwise, with respect to the Bonds, comply with the requirements of Sections 103 and 141 through 150 of the Code, and all applicable regulations promulgated with respect thereto throughout the term of the Bonds. The City further covenants that it will make no investments or other use of the proceeds of the Bonds which would cause the Bonds to be an “arbitrage bonds” as defined in Section 148 of the Code. The City further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable.

The City reasonably expects that (a) the City will enter into binding obligations to spend at least five percent (5%) of the proceeds of the Bonds related to the Projects within six months of the date of issuance of the Bonds, (b) the City will proceed with due diligence to complete the Projects, and (c) at least 85% of the proceeds of the Bonds related to the Projects will be expended on the Projects within three years of the date of issuance of the Bonds.

Section 18. Execution and Authentication of Bonds. As provided in Section 4, the Bonds shall be executed by the Mayor, Vice Mayor, Controller or Finance Director of the City and the City Clerk (or any Acting City Clerk or Assistant City Clerk appointed for such purpose) and each such execution may be by manual signature. If any officer whose signature appears on the Bonds shall cease to hold such office before the actual delivery date of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of the Bonds. The Bonds shall be authenticated by the manual signature of the Paying Agent.

Section 19. Application of Bond Proceeds. The balance of the purchase price for the Bonds, and any accrued interest payable by the Underwriter, shall be paid by the Underwriter to the Paying Agent on behalf of the City. Upon receipt of the balance of such

Any reserves for costs and expenses of the financing in the above-described account shall be disbursed from time to time by the Paying Agent pursuant to written instructions from the Mayor, Vice Mayor, Controller or Finance Director of the City and any balance ultimately remaining in any such reserve shall, upon written instructions of the Mayor, Vice Mayor, Controller or Finance Director of the City, be deposited in Sinking Fund and applied to debt service on the Bonds.

Section 20. Officers Authorized to Act. For the purpose of expediting the closing and the issuance and delivery of the Bonds, or in the event that the Mayor or the City Clerk shall be absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or either of them may be authorized to take pursuant to this Ordinance, the Vice Mayor, Controller or Finance Director of the City and the any Acting City Clerk or Assistant City Clerk, respectively, are hereby authorized and directed to execute documents, or otherwise to act on behalf of the City in their stead.

Section 21. Approval of Official Statement. The Preliminary Official Statement for the Bonds dated _____, 2013, is hereby approved and “deemed final” by the City as of its date for purposes of United States Securities and Exchange Commission Rule 15c2-12. A final Official Statement to be dated October 9, 2013, substantially in the form of the Preliminary Official Statement presented to this meeting, and also containing the final terms of the Bonds, shall be prepared and delivered to the Underwriter within seven (7) business days from the date hereof, and the City hereby approves the use thereof in-connection with the public offering and sale of the Bonds.

Section 22. Continuing Disclosure. The City hereby authorizes and directs the appropriate officers to execute and deliver a Continuing Disclosure Agreement or a supplement to an existing Continuing Disclosure Agreement of the City (the “Continuing Disclosure Agreement”) if and to the extent required by law. The City further covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder; however, the Paying Agent, any Participating Underwriters (as defined in the Continuing Disclosure Agreement), or any Bondholder may take such actions as may be necessary and

Section 23. Further Action. The proper officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Ordinance and the Act in the name and on behalf of the City.

Section 24. Act Applicable to Bonds. This Ordinance is enacted pursuant to, and the Bonds issued hereunder shall be subject to, the provisions of the Act and all of the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

Section 25. Contract with Bondholders. This Ordinance constitutes a contract with the registered owner of the Bonds from time to time outstanding hereunder and shall be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

Section 26. Severability. In case any one or more of the provisions contained in this Ordinance or in any Bonds issued pursuant hereto shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Ordinance or of said Bonds and this Ordinance or said Bonds shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

Section 27. Repealer. All ordinances and parts of ordinances heretofore enacted to the extent that the same are inconsistent herewith are hereby repealed.

Section 28. **Effective Date.** This Ordinance shall take effect on the earliest date permitted by the Act.

ORDAINED AND ENACTED this __ day of October, 2013.

(SEAL)

ATTEST:

CITY OF EASTON

City Clerk

Mayor

EXHIBIT A

**CITY OF EASTON
Northampton County, Pennsylvania**

\$ _____ GENERAL OBLIGATION BONDS, SERIES OF 2013

CAPITAL PROJECTS

The City is financing capital projects and equipment, including without limitation the following:

<u>Project Description</u>	<u>Estimated Cost</u>	<u>Estimated Useful Life (In Excess Of)</u>
1. Construction of a new City Hall/Intermodal Facility consisting of a City Hall office building, a parking deck and bus transportation facility	\$	years
2. Funding a grant for the acquisition and renovation of land and an existing building for the purposes of development of the Easton Public Market.		years
3. Acquisition of land, site development and planning for the construction and development of a public safety training facility.		years
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TOTAL	\$	

EXHIBIT B

**CITY OF EASTON
Northampton County, Pennsylvania**

\$_____ GENERAL OBLIGATION BONDS, SERIES OF 2013

Results of the Competitive Bid Opening On October 9, 2013

**EXHIBIT C
CITY OF EASTON
Northampton County, Pennsylvania**

\$ _____ GENERAL OBLIGATION BONDS, SERIES OF 2013

Bond Amortization Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
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*Mandatory sinking fund redemption

default, in which event it shall bear interest from the date on which interest was last paid on this Bond.

The principal of this Bond is payable upon presentation and-surrender hereof at the corporate trust office of Fulton Bank, National Association (the "Paying Agent") in Lancaster, Pennsylvania. Interest on this Bond will be paid on each Interest Payment Date by check mailed to the person in whose name this Bond is registered on the registration books of the City maintained by the Paying Agent, as registrar, at the address appearing thereon at the close of business on the fifteenth day (whether or not a day on which the paying agent is open for business) next preceding such Interest Payment Date (the "Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof as of the Record Date, and shall be payable to the person who is the registered owner hereof at the close of business on a Special Record Date (the "Special Record Date") for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever monies become available for payment of the defaulted interest, and notice of the Special Record Date and of the payment date for such interest shall be given to registered owners of the Bonds not less than fifteen (15) days prior to the Special Record Date. Such notice shall be mailed to the person in whose name the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing. The principal of and interest on this Bond are payable in lawful money of the United States of America.

Notwithstanding the foregoing, so long as this Bond is registered in the name of The Depository Trust Company ("DTC") or its nominee, Cede & Co., payment of principal and interest on this Bond shall be payable in the manner and at the respective times of payment provided for in DTC's Operational Arrangements, as they may be amended from time to time

This Bond is one of a duly authorized issue of General Obligation Bonds, Series of 2013, of the City in the aggregate principal amount of \$_____ (the "Bonds"). The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof, all of like date and tenor, except as to dates of maturity, rates of interest and provisions for redemption, and all issued in accordance with the Local Government Unit Debt Act, 53 Pa. Cons. Stat. § 8001, et seq., as amended (the "Act"), and pursuant to an ordinance of the City Council duly enacted on _____, 2013 (the "Ordinance"). The Bonds are issued for the purpose of financing various capital improvements, a refinancing program and capitalizing of interest on the Bonds as described in the Ordinance and paying the costs of issuing the Bonds.

Under the laws of the Commonwealth, this Bond and the interest thereon shall at all times be free from taxation within the Commonwealth of Pennsylvania, but this exemption does not extend to gift, estate, succession or inheritance taxes or to any other taxes not levied or assessed directly on this Bond or the interest thereon. Profits, gains or income derived from the sale, exchange or other disposition of this Bond are subject to state and local taxation.

The Bonds maturing on or after May 15, 20__, shall be subject to redemption, prior to maturity, at the option of the City, in whole or in part, in any order of maturities, at any time on or after May 15, 20__, at a price equal to 100% of the principal amount of the Bonds to be redeemed and accrued interest thereon to the date fixed for redemption. In the event that less

than all of the Bonds of a maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent.

The Bonds stated to mature on May 15, 20__, (the “Term Bonds”) are subject to mandatory redemption, in part, as drawn by lot by the Paying Agent prior to the stated maturity date by application of money available for such purposes in the Sinking Fund established under the Ordinance, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption or upon maturity, as applicable, on [November 15] of the following years and in the following principal amount (to the extent that such Term Bonds shall not have been previously purchased by the City from monies deposited in the Sinking Fund as permitted under the Ordinance):

Mandatory Redemption Schedule

<u>Redemption Date</u> <u>(May 15)</u>	<u>Principal Amount to be</u> <u>Redeemed or Purchased</u>	<u>Maturity From Which</u> <u>Redeemed</u>
*	\$	

If less than an entire year’s maturity of Bonds are to be redeemed at any particular time, such Bonds so to be called for redemption shall be chosen by lot by the Paying Agent.

In the event that a portion, but not all of the Term Bonds subject to mandatory sinking fund redemption are redeemed pursuant to optional redemption, then the principal amount of any remaining mandatory sinking fund redemptions applicable to such Term Bond shall be proportionately reduced (subject to the Paying Agent making such adjustments as it deems necessary to be able to affect future redemptions of such Term Bonds in authorized denominations) unless the City directs an alternate reduction of such mandatory sinking fund redemptions.

For the purpose of selection of Bonds for redemption, any Bond of a denomination greater than \$5,000 shall be treated as representing such number of separate Bonds, each of the denomination of \$5,000, as is obtained by dividing the actual principal amount of such Bond by \$5,000. Any Bond which is to be redeemed only in part shall be surrendered at the designated corporate trust office of the Paying Agent in Lancaster, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent, and the registered owner of such Bond shall receive, without service charge, a new Bond or Bonds, of any authorized denomination as requested by such registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

On the date designated for redemption and upon deposit with the Paying Agent of funds sufficient for payment of the principal and accrued interest on the Bonds called for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Ordinance, and registered owners of the Bonds so called for redemption shall have no rights with respect to the Bonds or portions thereof so called for redemption, except to

receive payment of the principal of and accrued interest on the Bonds so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than thirty (30) days nor more than sixty (60) days before the redemption date to the registered owners of the Bonds at their addresses as they appear on the Bond register maintained by the Paying Agent. Such notice shall be given in the name of the City, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent in Lancaster, Pennsylvania and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the identification numbers prefixed "R-" printed on the Bonds. Failure to mail any notice of redemption, or any defect therein, or in the mailing thereof, with respect to any Bond shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption,

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

The City and the Paying Agent may treat the person in whose name this Bond is registered on the Bond register maintained by the Paying Agent as the absolute owner of this Bond for all purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary. The Bonds are being issued by means of a book-entry system, with actual bond certificates evidencing ownership of the Bonds immobilized at DTC, New York, New York (the "Securities Depository"), or its successor as Securities Depository. Transfers of beneficial ownership of the Bonds shall be effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository.

So long as the Bonds are issued in book-entry form, actual bond certificates are not available for distribution to the beneficial owners and the principal and interest on the Bonds are payable to Cede & Co., as nominee of the Securities Depository. Transfer of principal and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal and interest to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of beneficial owners. The City and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. If the Bonds are no longer registered to a Securities Depository or its nominee, the Bonds are transferable by the registered owners thereof, subject to payment of any required tax, fee or other governmental charge, upon presentation and surrender at the corporate trust office of the Paying Agent in, Philadelphia,

Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent. The Paying Agent shall not be required: (i) to issue, transfer or exchange any of the Bonds during a period beginning at the close of business on the fifth (5th) day next preceding the day of selection of Bonds to be redeemed and ending at the close of business on the day on which such notice is given, or (ii) to transfer or exchange any Bond selected for redemption in whole or in part.

No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based hereon, against any member of the City Council, officer or employee, past, present or future, of the City or of any successor body, as such, either directly or through the City 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.

Whenever the due date for payment of interest on or principal or redemption price of this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in the jurisdiction in which the principal corporate trust office of the Paying Agent is located are authorized or required by law or executive order to close (a "Holiday"), then the payment of such interest, principal or redemption price need not be made on such date, but may be made on the succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal, interest or redemption price .

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the City to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; that the City has established a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the City are hereby irrevocably pledged.

This Bond shall not be entitled to any benefit under the within mentioned Ordinance or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent by execution of the certificate endorsed hereon.

IN WITNESS WHEREOF, City of Easton, Northampton County, Pennsylvania, has caused this Bond to be signed in its name and on its behalf by the signature of the Mayor or Vice Mayor of the City and its corporate seal to be hereunto impressed and duly attested by the signature of the City Clerk or Assistant City Clerk.

(SEAL)

CITY OF EASTON

Attest: _____
(Assistant) City Clerk

By: _____
(Vice) Mayor

AUTHENTICATION CERTIFICATE

This Bond is one of the City of Easton, General Obligation Bonds, Series of 2013, described in the within mentioned Ordinance.

FULTON BANK, NATIONAL
ASSOCIATION, Paying Agent

Date of
Authentication: _____

By: _____
Authorized Signer

ASSIGNMENT AND TRANSFER

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

PLEASE INSERT SOCIAL SECURITY OR EMPLOYER
IDENTIFICATION NUMBER OF ASSIGNEE

_____ / _____ /

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ attorney to transfer said Bond on the books of the within named Paying Agent, with full power of substitution in the premises.

Dated:

Signature Guaranteed by:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guaranteed program.

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.

(Authorized Signature)

CERTIFICATE OF SECRETARY

The undersigned, City Clerk of the Council of the City of Easton, HEREBY CERTIFIES that:

The foregoing Ordinance authorizing the issuance of General Obligation Bonds, Series of 2013 of the City was duly moved and seconded and enacted by a majority vote of all the Council of said City at a duly called and convened public meeting of said Council held on October 9, 2013; that public notice of said meeting was given as required by law; and that the roll of the Council of the City was called and such members voted or were absent as follows:

<u>Name</u>	<u>Vote</u>
Salvatore J. Panto, Jr., Mayor	_____
Ken Brown, Vice Mayor	_____
Dr. Elinor Warner	_____
Sandra Vulcano	_____
James Edinger	_____
Jeff Warren	_____
Dr. Roger Ruggles	_____

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the City this 9th day of October, 2013.

City Clerk

(SEAL)

17231729\2 16049.0001.000/325610.000

Resolution
of the
City of Easton, Pennsylvania

No. -2013

Date: September 25, 2013

Introduced by: Kenneth Brown

A Resolution of the City of Easton, Northampton county, Pennsylvania, adopting the reduced amortization option according to Chapter 6 of Act 205 of 1984 (P.L. 1005, No. 205), as amended by Act 44 of 2009. In calculating the 2014 Minimum Obligation, the City of Easton elects to utilize the 75% amortization option as allowed by Act 44 of 2009 for the City of Easton Consolidated Firefighters' Pension Plan

NOW THEREFORE BE IT RESOLVED, and enacted by the City of Easton that the reduced amortization be adopted for the Plan, effective with the 2014 Minimum Municipal Obligation calculation.

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. -2013

Date: September 25, 2013

Introduced by: Kenneth Brown

A Resolution of the City of Easton, Northampton county, Pennsylvania, adopting the reduced amortization option according to Chapter 6 of Act 205 of 1984 (P.L. 1005, No. 205), as amended by Act 44 of 2009. In calculating the 2014 Minimum Obligation, the City of Easton elects to utilize the 75% amortization option as allowed by Act 44 of 2009 for the City of Easton Officers' and Employees' Retirement and Pension System.

NOW THEREFORE BE IT RESOLVED, and enacted by the City of Easton that the reduced amortization be adopted for the Plan, effective with the 2014 Minimum Municipal Obligation calculation.

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. -2013

Date: September 25, 2013

Introduced by: Kenneth Brown

A Resolution of the City of Easton, Northampton county, Pennsylvania, adopting the reduced amortization option according to Chapter 6 of Act 205 of 1984 (P.L. 1005, No. 205), as amended by Act 44 of 2009. In calculating the 2014 Minimum Obligation, the City of Easton elects to utilize the 75% amortization option as allowed by Act 44 of 2009 for the City of Easton Police Association Pension Plan.

NOW THEREFORE BE IT RESOLVED, and enacted by the City of Easton that the reduced amortization be adopted for the Plan, effective with the 2014 Minimum Municipal Obligation calculation.

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. -2013

Date: September 25, 2013

Introduced by: Sandra Vulcano

WHEREAS, on October 24, 2012, the Council of the City of Easton, Pa., allocated the anticipated amount of funds to be received from the Department of Housing and Urban Development for the 2013 Community Development Block Grant Program year in the amount of \$720,000; and

WHEREAS the City of Easton held a Public Hearing on August 22, 2012 to assess community needs; and

WHEREAS a proposed use of funds for the 2013 program was made available for public review on September 21, 2012 in accordance with the City's Citizen Participation Plan; and

WHEREAS, a second public hearing was held on October 10, 2012 to invite public comment on the proposed use of funds; and

WHEREAS, the Department of Housing and Urban development has increased the City's Community Development Block Grant allocation to \$786,235 and a reallocation funds is necessary; and

WHEREAS, program income has been received from the sale of properties and needs to be allocated; and

WHEREAS, unspent public services funds from 2012 need to be allocated; and

WHEREAS, copies of the Modification to the Action Plan for F.Y. 2013 were made available for public inspection and comment for thirty-day period from August 16, 2013 to September 15, 2013

NOW THEREFORE BE IT RESOLVED, that the following projects and programs which constitute the City's Consolidated Action Plan for Fiscal Year 2013 are hereby increased for funding in the following amounts:

• Streetscapes	\$ 31,000.00
• Program Administration	\$ 24,800.00
• Disposition	\$ 45,601.58
• Loan Capital	\$ 25,000.00
 TOTAL ADDITIONAL FUNDS	 \$126,401.58

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. -2013

Date: September 25, 2013

Introduced by: Kenneth Brown

RESOLVED, by the Council of the City of Easton, Pa., that pursuant to Act 205 of 1984, the City Administrator has certified to the following 2014 Minimum Municipal Obligation of the City for the PMRS Managed Pension Funds:

\$ 302,232.07 PMRS Employees Pension

BE IT FURTHER RESOLVED that the City Council recognizes the Minimum Municipal Obligations submitted as valid for purposes of preparing the various 2014 City Operating Budgets.

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. -2013

Date: September 25, 2013

Introduced by: Elinor Warner

RESOLVED, that Council of the City of Easton, Pa., has reviewed and approves a Four-year Contract, copy attached hereto, between the City of Easton, Pa. and Raritan Valley Disposal, for collection and transportation of the City's residential solid waste, at an annual cost of \$943,553.

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

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

Attest: _____
City Clerk

Signed: _____
Mayor



**CONTRACT FOR COLLECTION AND TRANSPORTATION OF THE CITY
OF EASTON'S SOLID WASTE & RECYCLABLE MATERIALS**

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF EASTON, Northampton County, Pennsylvania, hereinafter called the City and _____, doing business as (an individual) or (a partnership) or (a corporation) or (limited liability corporation), hereinafter called Contractor.

WITNESSETH:

WHEREAS, the CITY has solicited bids for the collection of trash and recyclables from certain residential units certain municipal facilities and community events located within Easton City, Northampton County, Pennsylvania;

WHEREAS, the CONTRACTOR submitted a bid received on September 6, 2013, in accordance with said solicitation which constituted the lowest responsible, responsive bid; and

WHEREAS, the CITY and the CONTRACTOR are desirous of entering into a Contract one with the other in accordance with said solicitation and responsive bid;

NOW, THEREFORE, in consideration of the following mutual promises and agreements, and agreeing to be mutually bound thereby, the CITY and the CONTRACTOR hereby agree as follows:

1. Contract Term

The work under the Contract shall commence on or about January 1, 2014 for the Contractor's collection and transportation of Solid Waste and Recyclables and shall be for a four (4) year term with Easton City having the option to renew the Contract for three (3) successive one (1) year terms.

Easton City shall notify Contractor of its decision to renew the Contract 90 days prior to the expiration date of the then current year for each successive option year exercised by the City. In the event the City exercises its option to renew for any additional one year term, the terms of

these General Conditions and Contract herein shall remain in full force and effect for the entire length of each one year term.

2. Contract Documents

A. The documents which comprise the Contract between the CITY and the CONTRACTOR, known as the Contract Documents are composed of the Notice to Bidder, the Bid Proposal, the Bid Bond, Performance Bond, Non-Collusion Affidavit, Notice of Award, Notice to Proceed, Instructions to Bidders, General Conditions, and the Contract, all and any applicable amendments thereto. The terms of all contract documents are incorporated herein by reference.

B. The CONTRACTOR shall have the exclusive and full responsibility for collection and transport of Solid Waste and Recyclables from Residential Units, Municipal Facilities, and community events for such services which are enumerated in this Contract.

C. Municipal Waste and Recycling Collection Service: The CONTRACTOR shall provide Solid Waste and Recycling collection and transport, for a four-year period as stated in the Contract Documents unless the period for completion is otherwise modified by the Contract Documents. The City has the exclusive right to exercise the extension periods as set forth in the Contract Documents.

D. Collection Districts: The CONTRACTOR agrees to submit basic route information such as the number of collection routes per collection zone, the number of stops per route and route identification information (street names). Collection districts and routes shall be determined by the CONTRACTOR and are subject to the approval of the CITY. The boundaries of each collection district shall be defined using major, well-known streets and other features so that route boundaries can be readily defined on a map and described to residents. Ninety (90) days prior to the scheduled start of collection, the CONTRACTOR shall provide the CITY with one map showing in detail the proposed collection zones. Any subsequent changes proposed by the CONTRACTOR to the collection zones are subject to the approval of the CITY. The CONTRACTOR shall be responsible for providing Thirty (30) days' notice of any such changes that receive CITY approval to all City residents receiving solid waste and recycling services.

E. The CONTRACTOR shall not mix Solid Waste and/or Recyclables collected within the CITY under this Contract with those collected from: 1) any subscriber accounts outside the boundaries of the City; 2) any private neighborhood associations within or outside the boundaries of the City; or 3) any commercial accounts located within or outside the boundaries of the City; or 4) any other Solid Waste or Recyclables. The CITY reserves the right to spot check collection vehicles to inspect their contents. The Contractor agrees to certify in its monthly drop-off log to the City, that municipal solid waste and recyclables were not mixed with any materials as stated above.

F. The CONTRACTOR shall furnish all labor and vehicles for the prompt and efficient collection and transportation of all municipal waste and recyclables to be collected under this

Contract within the territory included in the present boundaries of the City. Such vehicles must comply with Section 3.05.5 of the General Conditions.

G. The CONTRACTOR shall be responsible for transporting and delivering the City's Solid Waste to the Designated Landfill and the Recyclables to the Designated Recycling Vendor.

H. Verification: CONTRACTOR from time to time agrees to permit CITY personnel to ride along during collection under reasonable conditions to verify the record keeping and/or reporting by the CONTRACTOR.

3. Exclusive Right

Subject to certain limitations set forth in the Contract Documents, the CONTRACTOR shall have the sole and exclusive franchise, license and privilege to provide Solid Waste and Recyclables collection for all Residential Units, for those services which are enumerated in this Contract, and of which are within the corporate limits of the CITY. No other collector of residential municipal Solid Waste and Recycling shall operate under the service areas enumerated in this Contract, unless such services are not provided for the CITY by the CONTRACTOR under this Contract.

4. Manner of Performing the Work:

A. The CONTRACTOR is required to maintain all necessary equipment in a good, working manner, in accordance with the requirements of the applicable provisions of the General Conditions and Contract Documents.

B. All dumpsters and/or containers which contained Solid Waste and/or Recyclables, shall be returned to the point of collection after being emptied by the CONTRACTOR. All reasonable efforts shall be made by the CONTRACTOR to avoid damage to the dumpsters and/or containers.

C. The CONTRACTOR shall do all work in such a manner as to avoid the creation of a nuisance. All solid waste and recyclables hauled by the CONTRACTOR shall be so contained, tied or enclosed so that leaking, spilling or blowing is prevented. Solid Waste and/or Recyclables spilled or scattered on sidewalks, gutters or roadways prior to or during the collection shall be immediately cleaned up by the CONTRACTOR.

5. Work Stoppage

The City shall hold the CONTRACTOR responsible for failure to provide services due to striking of personnel employed by the CONTRACTOR. The CONTRACTOR is required to complete its obligation under this Contract, even if it's affected by strike, job action or other disruptive labor activity. However, the City will not impose any penalty nor bring any action against the CONTRACTOR to perform the conditions of this Contract for the first twenty-four (24) hours of any strike or job action should such strike or job action prevent the collection of

municipal waste or recyclable materials by the CONTRACTOR during this initial twenty-four (24) hour period. All other rights, remedies and options available to the CITY under this Contract shall remain unaltered by this Section.

6. Personnel

A. The CONTRACTOR shall employ competent persons, licensed and/or skilled in their various job requirements and who possess a valid and appropriate Commercial Divers License for the vehicle being operated.

B. Each employee shall be supplied with a numbered identification badge for proper identification as an authorized refuse/recycling collector.

C. Collection personnel shall be required to perform all work in a quiet and orderly manner and shall not interfere with the safe passage of pedestrian or vehicular traffic. Liquidated damages in the amount of Two hundred (\$200.00) Dollars may be assessed against the Contractor per occurrence for any one, or more of the following circumstances perpetuated by employees and/or representatives of the Contractor:

- 1) Intoxication;
- 2) Use of loud, profane, vulgar or obscene language or gestures;
- 3) Soliciting gratuities or tips from the public for services to be performed as a part of this Contract;
- 4) Refusal to collect or handle waste and/or recyclables as herein required;
- 5) Wantonly or maliciously damaging or destroying containers and/or receptacles;
- 6) Wantonly or maliciously scattering or spilling waste and/or recyclables; or
- 7) Wanton, willful or reckless disregard of public safety or sanitary requirements.

D. The CONTRACTOR shall not discriminate against any employee, applicant for employment, customer or CITY resident because of race, religion, creed, color, sex, martial status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap. The CONTRACTOR shall take affirmative action to ensure compliance with this nondiscrimination clause. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7. Equipment

A. The CONTRACTOR shall furnish and maintain trucks, labor, tools, machines, materials and equipment necessary and required for the full, proper and efficient performance of the work within this Contract and General Conditions.

B. In no event shall any collection vehicle remain parked on any public thoroughfare for a continuous period exceeding two (2) hours. Vehicles shall be emptied on a daily basis.

8. Safety

All material and equipment shall comply with the Federal Occupational Safety and Health Act (OSHA), as well as any pertinent federal, state and/or local Safety or Environmental Codes.

9. Contractor Relationship to the City

The CONTRACTOR shall be regarded as an independent CONTRACTOR, and not as an agent of the CITY. It is expressly agreed and understood that all employees employed by CONTRACTOR in the carrying out of this Contract shall be regarded as the sole and exclusive employees of the CONTRACTOR and shall not, in any way be regarded as employees of the CITY.

10. Effective Date

Collection of Solid Waste and Recycling shall commence on about January 1, 2014.

11. Insurance Requirements and Coverage

A. The CONTRACTOR, prior to commencement of work, shall provide policies of insurance to Easton City, as set forth below. The payment of premiums for all such insurance coverages shall be the sole and exclusive responsibility of the CONTRACTOR.

B. The required insurance policies set forth below shall be written by a reputable insurance company (A.M. Best Rating of at least an A), licensed to do business in the Commonwealth of Pennsylvania and must contain an endorsement that none of the insurance set forth below may be canceled or amended without direct, written notification from the insurance company to the CITY, at least thirty (30) days in advance of said cancellation or amendment. Furthermore, any such attempted cancellation or amendment by said insurance company or by the CONTRACTOR shall be deemed sufficient grounds, in and of themselves, to allow the CITY to cancel the balance of the Contract with the CONTRACTOR, upon receipt of the aforesaid written notice.

C. Said policies of insurance shall name the City of Easton as an additional insured on all such policies.

D. CONTRACTOR shall provide and maintain the following types of insurance at least until final payment and at all times thereafter when the CONTRACTOR may be correcting, removing or replacing defective work in accordance with the Contract Documents under the current term and any extended term.

	<u>Coverages</u>	<u>Limits of Liability</u>
1)	Workers Compensation and Employers Liability	Statutory \$100,000 Each Accident \$500,000 Disease-Policy Limit \$100,000 Disease-Each Employee
2)	Commercial General Liability Personal Injury Personal Property Damage Liability	\$1,000,000 Each Occurrence \$2,000,000 Products Aggregate \$2,000,000 General Aggregate \$100,000 Fire Damage \$10,000 Medical Expense
3)	Commercial Auto Liability Bodily Injury and Property Damage Liability	\$1,000,000 per Accident \$5,000,000 Aggregate
4)	Commercial Umbrella Liability Excess of 1, 2 & 3 above	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

E. Any failure on the part of the CONTRACTOR to maintain the required insurance coverage stated above, shall be grounds for termination of the contract between the CONTRACTOR and the CITY.

F. Indemnification set forth in Section 15 below shall be endorsed on the reverse sides of all certificates of insurance.

12. Performance Bond

The CONTRACTOR shall furnish and maintain a Performance Bond or Irrevocable Letter of Credit to be approved by the City Solicitor conditioned upon the true and faithful performance of the Contract in the amount of One hundred percent (100%) of the total amount of the Contract conditioned that Contractor shall comply in all respects with the terms and conditions of the Contract and Contractor’s obligation thereunder and shall indemnify and save harmless the City, from all cost, expense, damage, injury or loss to which the City may be subjected by reason, in whole or part, of any wrongdoing, misconduct, want of care, skill, negligence or default upon the part of the Contractor, Contractor agents or employees in or about the execution or performance of the contract including attorneys fees and costs and any appeals. Such Performance Bond shall be given to the CITY within twenty (20) days after Notice of Award.

Contractor may comply with the Performance Bond requirements of this section by obtaining a Performance Bond with an initial term of one (1) year but shall be further required to obtain a renewal of said Performance Bond no later than sixty (60) days before the expiration of the then current year for an amount which is 25% less than the amount of the bond in the preceding year during the initial four (4) year term. The amount of the performance bond for any option years shall be equivalent to the amount required for the fourth year of the initial term. Any failure on the part of Contractor to obtain the required renewal of the Performance Bond before the deadline imposed by this section shall be a material breach of this Contract by the Contractor.

13. Estimate of Service Units

The CITY good faith estimate of the number of Residential Units is approximately 8,000 by January 1, 2014.

14. Payments and Invoices

A. Billing: The CONTRACTOR agrees to submit a bill for services rendered in accordance with the provisions of the Contract within ten (10) days following the end of each billing month which Solid Waste and Recyclables were collected. Each billing shall be accompanied by all logs and reports required within this Contract. Payment shall not be made by the CITY unless and until all logs and reports required within this Contract are completed in full and submitted to the City.

B. Payment: The CITY agrees to pay the CONTRACTOR on or before the 25th day of the following submission of all required logs and reports required within this Contract. The full amount of the invoice shall be determined as one-twelfth (1/12) of the annual contract amount, which is the amount of \$78,629.42 per month, based on an annual contract amount of \$943,553 per year. Subject to any fuel cost adjustments and/or liquidated damages assessed by the City in accordance with the terms and conditions of this Contract and General Conditions.

C. Customer Billing: It shall be the sole responsibility of the CITY to bill, collect payment and pursue collection for non-payment when necessary, from all eligible Residential Units receiving service under the Contract.

D. Points of Contact: All dealings, contacts, billings, etc., between the CONTRACTOR and the CITY shall be directed by the CONTRACTOR to the Director of Public Works unless and until the CITY provides written notice to the CONTRACTOR to use a different point of contact. The CONTRACTOR shall notify the CITY in writing of the person who shall serve as the CONTRACTOR point of contact.

15. Indemnification

A. The CONTRACTOR shall protect, defend, indemnify and save harmless Easton City and the CITY'S officers, City Council, employees and agents from any and every claim and risk, and from all losses, penalties, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses"), on account of injury to or death of any and all persons (including but not limited to the CONTRACTOR, its agents, employees, subcontractors and their successors and assigns as well as the CITY or the CITY'S agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the CONTRACTOR or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Easton City, or any other property, including attorneys fees and costs and any appeals.

B. It is expressly understood and agreed that the CONTRACTOR duty of indemnification herein includes, but is not limited to, the duty to defend and indemnify for all claims arising from alleged or actual violations of federal or state environmental protection or pollution control statute(s). This indemnification further includes any civil claim for personal injury or property damage arising from the alleged or actual violation of federal or state environmental protection or pollution control statute(s).

C. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto, even if they are (claims, etc.) groundless, false or fraudulent.

16. Events of Default; Remedies

In addition to the General Conditions of this contract, the following shall apply:

A. Events of Default: In the event the Contractor materially defaults in the performance of any of the material covenants or agreements to be kept, done or performance by it under the terms of this contract, General Conditions, and/or bid documents herein, The City shall notify the Contractor in writing of the nature of such default. If Contractor fails to correct a default within a reasonable period of time as determined by the City, Contractor shall be in material breach of the terms and conditions of this Contract and General Conditions, and

B. The City without further notice shall have all of the following rights and remedies which the City may exercise including, but not limited to: (1) the right to declare that this Contract, together with all rights granted to the Contractor, are terminated, effective upon such dates as the City shall designate; (2) the right to license others to perform their services otherwise to be performed by the Contractor, or to perform such services itself; (3) to make a claim pursuant to the Performance Bond then remaining; and (4) collect Liquidated Damages as set forth herein.

C. Procurement of Services from Other Sources: When necessary, in the case of default by the CONTRACTOR, the CITY may procure the services from other sources and shall hold the CONTRACTOR responsible for any costs to the CITY to procure the services of a new CONTRACTOR and for the cost to the CITY of providing the services in the interim period between the default and procurement of a new CONTRACTOR.

D. Notwithstanding the foregoing, it is understood and agreed that in the event the CONTRACTOR commits specific breaches of this Contract, the CITY shall have the right to deduct from the monthly payments made to the CONTRACTOR those predetermined amounts set forth on the schedule, attached hereto as Exhibit A as liquidated damages. It shall be a condition of this Contract that the question of deduction shall be decided by the CITY, subject to a right of appeal to City Council by the CONTRACTOR. The CITY shall not be limited to pursuing liquidated damages as its sole remedy in the event of CONTRACTOR breach of the Contract.

17. Force Majeure

A. Neither the CONTRACTOR nor CITY shall be responsible or liable for, and shall be excused from, a failure to perform under this Contract to the extent that such failure and Force Majeure is beyond reasonable control of the party relying on Force Majeure as justification for such failure.

B. For this paragraph, performance under this Contract by a party means a party's respective duties, obligations or compliance by that party with any condition required of that party under this Contract and General Conditions.

18. Observance of Laws

A. The CONTRACTOR at all times shall itself observe and comply with and cause all its agents and employees to observe and comply with all federal, state and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees in the contract as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract. In addition, the Contractor shall protect and indemnify the City, its Council, officers, employees and agents against any claims or liability arising from or based upon violation of such laws and regulations, whether by itself or its agents or employees.

B. The CONTRACTOR shall, throughout the performance of the Contract, keep itself fully informed of all existing and future laws and regulations in any manner affecting those engaged or employed in the Work, or in any way affecting the conduct of the Work. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such laws and regulations, the CONTRACTOR shall forthwith report the same, in writing, to the Director of Public Works or designee. When a discrepancy arises, the terms and conditions of the Contract and General Conditions shall control except when a Court or Government Agency of competent jurisdiction orders otherwise.

C. In the Event of Conflicting Ordinances: The CONTRACTOR shall conduct operations under this Contract in compliance with all applicable laws as stated above, provided, however, that the General Conditions and Contract Documents herein stated shall govern the obligations of the CONTRACTOR where there exists conflicting ordinances of the CITY on a particular subject.

19. Transferability/Assignment of the Contract

A. The Contract may not be assigned, delegated, transferred by the CONTRACTOR, in whole or in part, nor may any obligation of the CONTRACTOR under the Contract Documents be assumed by any other person or third party without the prior written consent of the CITY and concurrence by the surety(s).

B. In addition, the CONTRACTOR shall not subcontract any portion of the work, including collection of Solid Waste and Recyclables without the prior written approval of the CITY. In the event of any such written approval of a subcontractor, the CONTRACTOR shall remain responsible for true and faithful performance of all work pursuant to the Contract. The CONTRACTOR shall also remain liable for any and all damages by the subcontractor. The City's acceptance of any such Subcontractor or other person or organization may be revoked at any time and for any reason. This Section shall not limit the City's right to recover for breach of Contract or any other legally recognizable cause of action; nor will acceptance by the CITY of any such Subcontractor or other person or organization constitute a waiver of any right of the CITY to reject defective Work.

C. Whenever any such agreement is entered with a Subcontractor who is listed as an additional insured on the CONTRACTOR property insurance, the agreement between the CONTRACTOR and the Subcontractor shall contain provisions whereby the Subcontractor waives all rights against the CITY, the CONTRACTOR and all other additional insureds for all losses and damages caused by arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or any other entity engaged to do the Work, the CONTRACTOR shall obtain the same.

D. With regard to any claim or dispute with respect to payment of a subcontractor, the CONTRACTOR shall to defend, indemnify and hold the CITY harmless in the event any suit is brought on account of a dispute between any of the parties including payment of attorneys fees and costs and any appeals on behalf of the City, but not limited to, subcontractors.

20. Complaints

A. The CONTRACTOR agrees to maintain an office by which the CITY and/or CITY residents can contact the CONTRACTOR with complaints, requests for missed collection and other coordination with CITY staff. The office shall be equipped with sufficient phones and message/voicemail and have responsible personnel operating such office from 7:30 a.m. to 5:00

p.m. Monday through Friday. After hours voicemail messages must be returned the following day. The telephone number must be one which can be reached by the CITY residents with a non-toll call.

B. Contractor shall maintain a daily log of all complaints received from City residents which shall be available for inspection by the City and submitted to the City on a monthly basis.

C. All service complaints received by the CITY shall be referred to the CONTRACTOR for prompt and courteous attention. In the case of alleged missed scheduled collections, the CONTRACTOR shall investigate immediately and if such allegations are verified, shall arrange for the collection of the waste and/or recyclables within twenty-four (24) hours after the complaint is received.

21. Notices

All notices required herein shall be sent by certified mail to the following addresses or such other addresses as, from time to time, may be designated in writing:

CITY: David Hopkins, Director of Public Works
City of Easton
1 South 3rd Street, 4th Floor
Easton, PA 18042

CONTRACTOR: _____

With a copy to: Glenn Steckman, City Administrator
City of Easton
1 South 3rd Street, 6th Floor
Easton, PA 18042

22. Option Year(s)

The terms of the Contract may be renewed for three (3) successive one (1) year terms at the sole option of the City. The City must memorialize its intent to exercise this option to renew for an additional one (1) year period in writing 90 days prior to the expiration date of the current contract year for each successive option year. The cost of the contract for the additional option year shall be equivalent to the total annual contract cost paid for the prior contract year plus a (1) % escalation for each renewal year chosen. If the City exercises a one (1) year option to renew, the City shall prepare a written agreement confirming the same. All terms and conditions of this Contract except as modified herein, shall remain in full force and effect, unmodified, during the additional one-year term(s).

23. License and Fees

The CONTRACTOR shall obtain all licenses and permits and promptly pay all fees required by the State, County and Local Government.

24. Amendment

No amendment to this Contract shall be made except upon the written consent of both the CITY and the CONTRACTOR, which consent shall not be unreasonably withheld. No amendment to this Contract shall be construed to release either party from any obligation hereunder except as specifically provided for in such amendment.

25. Severability

In the event that any provisions or portion of this Contract shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any specific provision or portion of this Contract shall not affect the validity or enforceability of any other provision or portion of this Contract.

26. Governing Law

This Contract shall be governed by the applicable laws of the Commonwealth of Pennsylvania. The Court of Common Pleas of Northampton County shall have original jurisdiction in all matters under this Contract.

27. Interpretation

A. This Agreement shall be binding upon all parties, the CITY and the CONTRACTOR, hereto and their respective heirs, executors, administrators, successors and assigns. The Contract shall be interpreted as a whole and to carry out the purposes of the contract. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

B. Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

28. Termination

Notwithstanding any other provisions of this Contract, the CITY may terminate this Contract upon a default or material breach of the contract and the General Conditions of said contract.

IN WITNESS WHEREOF, the parties hereby, intending to be legally bound hereby, for themselves, their successors and assigns, have unto executed this Contract the date written above.

WITNESS:

CITY

By: _____
Mayor

By: _____
City Controller

Address: 1 South 3rd Street
Easton, PA 18042

Telephone: (610) 250-6680

WITNESS:

CONTRACTOR:

By: _____

(Printed)

Title

Address:

Telephone:

EXHIBIT A

Deductions for Violation of the Contract And Contract Termination

Refuse not timely collected, per house, per occurrence	- \$ 100.00
Recyclables not timely collected, per house, per occurrence	- \$ 100.00
Complaint not timely attended to, per occurrence	- \$ 100.00
Spilling of any refuse or Recyclables in conveying it from the curb to the truck and failing to immediately clean the street, per occurrence	- \$ 200.00 plus cost of clean up
Damage to City property; clean-up costs	- To be billed at time and material rate
Leaving containers in cart way or shoulder of any road	- \$ 100.00
Unnecessary noise after 10:00 p.m. and before 5:00 a.m. (truck brakes, compactor, engine and container clatter are a necessary incident; but not music, shouting, and/or excessive banging of containers)	- \$ 100.00
Breakage, spillage, dumping, blowing, or other discharge from a Contractor's vehicle	- \$ 200.00 plus cost of clean up
Damage to containers by Contractor	- Replace with cart of same size and color prior to next Scheduled Collection
Damage to private property (sidewalks/curbing/mailboxes, etc) by Contractor	- Replace damaged materials in kind
Failure to submit reports and/or report tonnages properly or in a timely manner	- \$ 200.00

If the number of Contract violations exceeds twenty-five (25) in any one month (approximately 0.05%), the City shall have the option of terminating the Contract, with no liability or obligation to the Contractor, by providing at least sixty (60) days written notice in advance of such termination.

In addition, the Contractor shall be responsible and shall perform all cleanup and repairs necessary due to his/her actions or inactions under this Contract, and shall be liable for all costs of such cleanup or repairs.

Resolution
of the
City of Easton, Pennsylvania

No. -2013

Date: September 25, 2013

Introduced by: James Edinger

RESOLVED, that Council of the City of Easton, Pa., has reviewed and approves a Three-year Service Agreement, copy attached hereto, between the City of Easton, Pa. and PenTeleData Limited Partnership I, for aggregation facilities to provide internet and wide area network service.

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 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. -2013

Date: September 25, 2013

Introduced by: Kenneth Brown

RESOLVED, by the Council of the City of Easton, Pa., that pursuant to Act 205 of 1984, the City Administrator has certified to the following 2014 Minimum Municipal Obligation of the City for the City managed Pension Funds:

\$1,061,666.00 Fire Pension
\$ 524,433.00 Officers and Employees Pension
\$1,703,854.00 Police Relief and Pension
\$3,289,953.00 TOTAL

BE IT FURTHER RESOLVED that the City Council recognizes the Minimum Municipal Obligations submitted as valid for purposes of preparing the various 2014 City Operating Budgets.

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. -2013

Date: September 25, 2013

Introduced by: Roger Ruggles

WHEREAS the Easton Historic District Commission at its September 9, 2013 meeting reviewed the plans and specifications of Spring Hill Properties LLC/Marcus Michael Designs LLC, owner/applicant for 100 N. 3rd Street, Easton, Pennsylvania for the replacement of signs.

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa., for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated September 9, 2013 and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 100 N. 3rd Street.

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. -2013

Date: September 25, 2013

Introduced by: Roger Ruggles

WHEREAS the Easton Historic District Commission at its September 9, 2013 meeting reviewed the plans and specifications of Larry Keiper, owner/applicant for 164-170 Northampton Street, Easton, Pennsylvania for the replacement of the roof.

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa., for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated September 9, 2013 and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 164-170 Northampton Street.

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. -2013

Date: September 25, 2013

Introduced by: Roger Ruggles

WHEREAS the Easton Historic District Commission at its September 9, 2013 meeting reviewed the plans and specifications of John McClave, owner/applicant for 217 Spring Garden Street, Easton, Pennsylvania for the addition of latticework to an existing deck.

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa., for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated September 9, 2013 and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 217 Spring Garden Street.

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. -2013

Date: September 25, 2013

Introduced by: Roger Ruggles

WHEREAS the Easton Historic District Commission at its September 9, 2013 meeting reviewed the plans and specifications of Lafayette College/Mary Wilford-Hunt, owner/applicant for 219 N. 3rd Street, Easton, Pennsylvania for the demolishing of existing buildings and constructing a new college building for Film and Media Studies.

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa., for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated September 9, 2013 and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 219 N. 3rd Street.

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. -2013

Date: September 25, 2013

Introduced by: Roger Ruggles

WHEREAS the Easton Historic District Commission at its September 9, 2013 meeting reviewed the plans and specifications of Osmaro, LLC/Kelly Pettis, owner/applicant for 22 Centre Square, Easton, Pennsylvania for the installation of signs.

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa., for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated September 9, 2013 and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 22 Centre Square.

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. -2013

Date: September 25, 2013

Introduced by: Roger Ruggles

WHEREAS the Easton Historic District Commission at its September 9, 2013 meeting reviewed the plans and specifications of Diane Haviland, owner/applicant for 44-46 Centre Square, Easton, Pennsylvania for the renovation of the first floor façade.

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa., for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated September 9, 2013 and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 44-46 Centre Square.

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. -2013

Date: September 25, 2013

Introduced by: Roger Ruggles

WHEREAS the Easton Historic District Commission at its September 9, 2013 meeting reviewed the plans and specifications of Tommy Young/Ronald Corales, owner/applicant for 65 N. 4th Street, Easton, Pennsylvania for the installation of a sign and barber pole.

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa., for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated September 9, 2013 and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 65 N. 4th Street.

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. -2013

Date: September 25, 2013

Introduced by: Roger Ruggles

WHEREAS the Easton Historic District Commission at its September 9, 2013 meeting reviewed the plans and specifications of D. Ahlum Gallery, LLC/Denise Sandy, owner/applicant for 70 N. West Street, Easton, Pennsylvania for the installation of a fence and motorized gate.

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa., for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated September 9, 2013 and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 70 N. West Street.

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

Attest: _____
City Clerk

Signed: _____
Mayor