

Julio Guridy, President
Ray O'Connell, Vice President
Joseph Davis
Jeanette Eichenwald
Daryl Hendricks
Cynthia Y. Mota



Allentown City Council
435 Hamilton Street
Allentown, Pa. 18101
AllentownPa.Gov

Facebook: Allentown City Council

COUNCIL MEETING
November 19, 2014
COUNCIL CHAMBERS

Budget Review

Human Resources, Risk Management Fund– 5:30 PM

Public Works – 6:00 PM

R50 301 S St Elmo Street Encroachment

Authorizes Encroachment for Sign at 301 S St. Elmo Street

Public Works, Solid Waste, Liquid Fuels - Equipment and Capital Projects if applicable

Bill 55 - Capital Budget

R51 – Capital Plan

Bill 56 – Fee Revisions

COUNCIL MEETING – 7:00 PM

1. Invocation

2. Pledge to the Flag

3. Roll Call

4. Courtesy of the Floor

Courtesy and Privilege of the Floor Rules

Please observe the Rules of Council when addressing the body. A full copy of Council Rules can be found on the city website or by email if you contact Council office.

There are multiple opportunities to address Council. Individuals can speak during Courtesy of the Floor (addressing items not on the agenda) and during Bills and Resolutions on Final Passage and Introduction. When given the Floor, please go to the podium and state your name and address. All remarks must be directed towards the presiding officer or council as a body; not a particular Council member or elected official, the audience or city staff. Unless otherwise determined, individuals shall have three minutes to address council and individuals representing a bona-fide group shall have five minutes. Privilege of the Floor will not be extended for personal insults or personal attacks on any individual, name calling or other

behavior that is inconsistent with the purpose and intent of conducting official business. Please address council as a body. Refrain from using offensive language, cursing and making noises while other people are speaking. Act with decorum. Remove your hat and turn cell phones off.

5. Approval of Minutes: November 5, 2014

6. Old Business

7. Communications

8. REPORTS FROM COMMITTEES:

Budget and Finance: Interim Chair Guridy

Public Safety: Chairperson Eichenwald

Community and Economic Development: Chairperson Davis

Parks and Recreation: Chairperson Mota

Public Works: Chairperson O'Connell

Human Resources, Administration and Appointments: Chairperson Hendricks

Rules, Chambers, Intergovernmental Relations and Strategy: Chairperson Guridy

OTHER COMMITTEE REPORTS

Controller's Report

Managing Director's Reports

9. APPOINTMENTS:

Scott Burnet	Environmental Advisory Council	01/01/2017
Joseph E. Hoffman	Environmental Advisory Council	01/02/2015

10. ORDINANCES FOR FINAL PASSAGE (To be Voted On):

Bill 59 **Parks and Recreation, November 12, forwarded favorably**
Amending the 2014 Trexler Fund and the 2014 Capital Projects Fund to provide for a supplemental appropriation of One Hundred Seventy Thousand, Two Hundred Dollars (\$170,200) to the Trexler Capital Funds to provide for the annual receipt of capital improvement funds from the Trexler Trust designated by Court Order dated April 19, 2011.

11. RESOLUTIONS FOR FINAL PASSAGE (To be Voted On):

R50 301 S St Elmo St
Authorizes Encroachment for Sign at 301 S St. Elmo Street

12. ORDINANCES FOR INTRODUCTION (To be referred to Committee with public comment prior to referral)

Bill 60 AFG Grant for SCBA Equipment
Amending the 2014 General Fund Budget to provide for a supplemental appropriation of \$363,969 from a Department of Homeland Security FEMA grant, to the Fire Department to provide for SCBA equipment

Bill 61 Bond Ordinance**Refer to December 1 Meeting**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ALLENTOWN, LEHIGH COUNTY, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX EXEMPT GENERAL OBLIGATION BONDS, SERIES A OF 2015, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$18,000,000 (THE "2015A BONDS"), AND GENERAL OBLIGATION BONDS, SERIES B OF 2015 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$14,000,000 (THE "2015B BONDS"), PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT OF THE COMMONWEALTH OF PENNSYLVANIA (THE ACT); PROVIDING THE NET PROCEEDS OF THE SALE OF THE 2015B BONDS SHALL BE APPLIED TO CARRY OUT THE CURRENT REFUNDING OF THE REMAINING OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2003 (THE "2003 BONDS"), THE CURRENT REFUNDING OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES OF 2004 ("2004 BONDS"), AND THE ADVANCE REFUNDING OF A PORTION OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES OF 2011 (THE "2011 BONDS"). THE 2003 BONDS, 2004 BONDS AND 2011 BONDS ARE COLLECTIVELY REFERRED TO AS THE "PRIOR BONDS", PROVIDING THAT THE PROCEEDS OF THE 2015A BONDS SHALL BE USED TO FUND CAPITAL PROJECTS, SETTING FORTH THE ESTIMATED USEFUL LIFE OF THE IMPROVEMENTS AND THE ESTIMATED USEFUL LIFE OF THE IMPROVEMENTS FINANCED BY THE PRIOR BONDS, DETERMINING THAT SUCH SALE SHALL BE A PRIVATE SALE BY NEGOTIATION UNDER THE ACT, AND DETERMINING THAT THE BONDS SHALL BE NONELECTORAL DEBT OF THE CITY; FIXING THE INTEREST PAYMENT DATES, DENOMINATIONS AND REGISTRATION, TRANSFER AND EXCHANGE PRIVILEGES OF THE BONDS AND PROVIDING FOR BOOK ENTRY BONDS THROUGH DEPOSITORY TRUST COMPANY; SETTING FORTH THE MATURITY DATES, PRINCIPAL MATURITIES AND CURRENT INTEREST RATES OF EACH SERIES OF BONDS AND ESTABLISHING A REQUIRED SCHEDULE OF PAYMENTS WITH RESPECT TO THE SINKING FUND, AS HEREINAFTER ESTABLISHED, IN ORDER TO AMORTIZE THE BONDS; ESTABLISHING THE REDEMPTION PROVISIONS OF THE BONDS, BOTH OPTIONAL AND MANDATORY; ESTABLISHING THE NOTICE REQUIREMENTS WITH RESPECT TO THE REDEMPTION OF THE BONDS; ACCEPTING A BID FOR PURCHASE OF THE BONDS AND AUTHORIZING EXECUTION OF THE BOND PURCHASE AGREEMENT; DESIGNATING A PAYING AGENT AND REGISTRAR; DESIGNATING A PLACE AND METHOD OF PAYMENT OF THE BONDS AND INTEREST THEREON AND MAKING CERTAIN COVENANTS WITH RESPECT TO THE TAX FREE STATUS THEREOF; ESTABLISHING THE SUBSTANTIAL FORM OF THE BONDS AND THE PAYING AGENT'S CERTIFICATE RELATING THERETO; AUTHORIZING EXECUTION AND AUTHENTICATION OF THE BONDS; PROVIDING FOR THE REGISTRATION OF THE BONDS, THE MAINTENANCE OF RECORDS OF REGISTERED OWNERS AND TRANSFER OF THE BONDS; PROVIDING FOR THE DEPOSITING AND PAYMENT OF THE FUNDS REQUIRED AND THE MAINTENANCE OF RECORDS; COVENANTING TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS RELATED TO CITY IMPROVEMENTS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY TO SUCH PURPOSE; ESTABLISHING A SINKING FUND FOR THE BONDS AND AUTHORIZING AND DIRECTING PAYMENT THEREFROM; SETTING FORTH CERTAIN PROVISIONS WITH RESPECT TO THE INVESTMENT OF MONIES THEREIN; DESIGNATING A SINKING FUND DEPOSITORY; SETTING FORTH CERTAIN RIGHTS OF THE PAYING AGENT AND BONDHOLDERS IN THE EVENT OF DEFAULT AND OTHER RIGHTS OF THE PARTIES WITH RESPECT TO THE BONDS; PROVIDING FOR THE CIRCUMSTANCES UNDER WHICH THE ORDINANCE MAY BE AMENDED OR MODIFIED; PROVIDING FOR THE TERMS, CONDITIONS AND COVENANTS WITH RESPECT TO THE BOND INSURER, IF ANY, FOR THE BONDS; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE

CITY TO DO AND PERFORM CERTAIN SPECIFIED, REQUIRED OR APPROPRIATE ACTS; AUTHORIZING THE EXECUTION OF DOCUMENTS FOR SETTLEMENT AND THE PAYMENT OF ISSUANCE EXPENSES; DECLARING THAT THE DEBT TO BE INCURRED IS WITHIN THE LIMITATION IMPOSED BY THE ACT UPON INCURRING OF SUCH DEBT BY THE CITY; AUTHORIZING AND DIRECTING PROPER OFFICERS OF THE CITY TO DELIVER THE BONDS UPON EXECUTION AND AUTHENTICATION THEREOF, UPON RECEIPT OF PROPER PAYMENT OF THE BALANCE DUE THEREFOR, AND ONLY AFTER SPECIFIED APPROVAL, AS REQUIRED, OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT OF THE COMMONWEALTH OF PENNSYLVANIA; SETTING FORTH CERTAIN COVENANTS RELATING TO THE FEDERAL TAX STATUS OF THE BONDS; PROVIDING FOR COMPLIANCE WITH SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; COVENANTING TO PAY OVER AT SETTLEMENT SUFFICIENT MONIES TO PROVIDE FOR THE PAYMENT OF THE PRIOR BONDS OF EACH SERIES TO BE REFUNDED IN ACCORDANCE WITH THE REFUNDING PROGRAM AND AUTHORIZING AND DIRECTING CERTAIN OTHER ACTIONS AND APPROVING DOCUMENTATION WITH REGARD TO THE REFUNDING, AND ESTABLISHING SINKING FUNDS FOR THE BONDS BEING REFUNDED; PROVIDING FOR THE USE OF AND MAKING A COVENANT AS TO THE ADEQUACY OF THE PROCEEDS TO BE PAID OVER TO THE ESCROW AGENT FOR PURPOSES OF THE REFUNDING OF THE 2011 BONDS; COVENANTING AND DIRECTING THE USE OF PROCEEDS UNDER A 2011 BONDS ESCROW AGREEMENT; PRESCRIBING CERTAIN CONDITIONS OF THE ESCROW AGREEMENT AND AUTHORIZING AND DIRECTING ACTIONS OF THE ESCROW AGREEMENT; SETTING FORTH CERTAIN COVENANTS WITH RESPECT TO THE ADEQUACY OF REVENUES TO BE AVAILABLE UNDER THE ESCROW AGREEMENT; PROVIDING FOR THE ISSUANCE OF IRREVOCABLE INSTRUCTIONS TO THE PAYING AGENT FOR THE PRIOR BONDS SUBJECT TO EARLY OPTIONAL REDEMPTION TO CALL SAID PRIOR BONDS FOR REDEMPTION ON CERTAIN SPECIFIED DATES, ALL PRIOR BONDS OF THE SERIES TO BE REFUNDED MATURING THEREAFTER, AND ESTABLISHING THE FORM OF SUCH IRREVOCABLE INSTRUCTIONS AND THE NOTICE OF REDEMPTION; PROVIDING FOR NOTICE TO ANY BOND INSURER; PROVIDING FOR SEVERABILITY OF PROVISIONS OF THE ORDINANCE; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES SO FAR AS THE SAME SHALL BE INCONSISTENT; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

Bill 62 Note Ordinance

Refer to December 1 Meeting

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ALLENTOWN, LEHIGH COUNTY, PENNSYLVANIA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE (THE "NOTE") IN THE PRINCIPAL AGGREGATE AMOUNT NOT TO EXCEED \$7,000,000; SETTING FORTH THE PURPOSE OF THE ISSUANCE OF THE NOTE, TO FUND CERTAIN CAPITAL PROJECTS OF THE CITY OF ALLENTOWN PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT; DETERMINING THAT THE NOTE SHALL BE SOLD AT PRIVATE SALE; DETERMINING THE PROJECTS AND ESTABLISHING THEIR USEFUL LIFE; DETERMINING THAT THE DEBT EVIDENCED BY THE NOTE SHALL BE NONELECTORAL DEBT; SETTING FORTH THE INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES AND FINAL MATURITY OF THE NOTE AND THE PREPAYMENT PRIVILEGES; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE NOTE; DESIGNATING A PAYING AGENT FOR THE NOTE; SETTING FORTH THE METHOD AND PLACE OF PAYMENT OF THE NOTE; APPROVING THE FORM OF THE NOTE; AUTHORIZING THE EXECUTION OF THE NOTE; ENTERING INTO A COVENANT WITH RESPECT TO THE NOTE AND PLEDGING THE CITY'S FULL FAITH, CREDIT AND TAXING POWER THEREFORE, AND ESTABLISHING A SINKING FUND FOR THE NOTE;

DESIGNATING A SINKING FUND DEPOSITORY; SETTING FORTH CERTAIN ADDITIONAL TERMS WITH RESPECT TO THE NOTE; AUTHORIZING APPROPRIATE OFFICERS TO FILE UNDER SECTION 8110 OF THE LOCAL GOVERNMENT UNIT DEBT ACT WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, INCLUDING PROCEEDINGS UNDER SECTION 8024 OR 8026 OF THE ACT MAKING CERTAIN FEDERAL TAX COVENANTS AND DECLARING THE NOTE TO BE QUALIFIED TAX-EXEMPT OBLIGATIONS; DECLARING THE DEBT EVIDENCED BY THE NOTE TO BE WITHIN THE LIMITATIONS OF THE LOCAL GOVERNMENT UNIT DEBT ACT MAKING CERTAIN FEDERAL TAX COVENANTS AND DECLARING THE NOTE TO BE QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING DELIVERY OF THE NOTE; AUTHORIZING INVESTMENT OF THE PROCEEDS OF THE NOTE; PROVIDING FOR INVALID PROVISIONS; PROVIDING FOR INCONSISTENT ORDINANCES; PROVIDING WHEN THE ORDINANCES SHALL BECOME EFFECTIVE.

13. RESOLUTIONS FOR INTRODUCTION (Can be voted on or Referred to Committee)

R52 1006 Hanover Avenue

Refer to Public Works

Authorizes Encroachment for Handicap Ramp in the public right of way at 1006 Hanover Avenue

R53 826 W Linden-planters

Refer to Public Works

Authorizes Encroachment for Planters in the public- right-of-way at 826 West Linden Street

R54 HARB TO BE VOTED ON

Certificates of Appropriateness for work at 339 N. 10th Street, 341 N. 10th Street, 343 N. 10th Street, 1036 Chew Street, 145 N. 10th Street, 1513 W. Turner Street, 1553 W. Turner Street, 1101 W. Turner Street, 343-345 N. 9th Street

14. NEW BUSINESS

15. GOOD AND WELFARE

16. ADJOURNED

ADMINISTRATION

ORDINANCE NO.

FILE OF CITY COUNCIL

BILL NO. 55 - 2014

NOVEMBER 5, 2014

AN ORDINANCE

An Ordinance of the City of Allentown, County of Lehigh and Commonwealth of Pennsylvania, adopting the Capital Projects Fund Budget for 2015.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALLENTOWN:

SECTION ONE: That an appropriation in the sum of Fifteen Million Dollars (\$15,000,000) is hereby made to the Capital Projects Fund as more fully detailed in the attached Capital Project Detail Pages.

SECTION TWO: That all Ordinances or parts of Ordinances conflicting with the provisions of this Ordinance be and the same are hereby repealed.

SECTION THREE: That this Ordinance takes effect January 1, 2015.



CITY OF ALLENTOWN

No. 51

RESOLUTION

R - 2014

Introduced by the Administration on November 5, 2014

RECOMMENDS TO COUNCIL A CAPITAL IMPROVEMENTS PROGRAM FOR 2015 - 2019

Resolved by the Council of the City of Allentown, That

WHEREAS, the Administration of the City of Allentown has reviewed and recommends to the Council a Capital Improvements Program for 2015-2019; and

WHEREAS, the City Budget for the fiscal year 2015 is being prepared; and

WHEREAS, it is important that the Capital Improvement priorities for 2015 be firmly established in order to properly prepare the 2015 City Budget,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Allentown adopts the Capital Improvements Program for 2015-2019 as presented by the Mayor.

What Department or bureau is Bill originating from? Where did the initiative for the bill originate?

Bill Origination: Bureau of Planning and Zoning, Department of Community and Economic Development.

The plan is prepared by the Capital Review Committee with the support of the Department of Finance and Bureau of Planning and Zoning.

Initiative: Capital Improvements Program 2015-2019

□ *Summary and Facts of the Bill: The Capital Improvement Program (CIP) prioritizes and budgets projects that have long useful life of at least 20 years and have significant costs. Projects typically are for infrastructure, such as roads and utilities, parks, city building and their improvement and other city capital needs. This year's capital program does not include water and sewer projects as it has in the past, since they are now LCA's responsibility under the recently approved lease. The program is introduced at this time since the first year of the program, 2015, is incorporated into the City's budget.*

□ Purpose

- What does the Bill do – what are the specific goals/tasks the bill seek to accomplish?
- What are the Benefits of doing this/Down-side of doing this.
- How does this Bill related to the City's Vision/Mission/Priorities

The Capital Improvement Program establishes an order, funding levels and sources for capital projects needed for to provide a range of city services, such as but not limited to streets, parks and public building improvements.

□ Financial Impact

- Cost (Initial and ongoing):
- Benefits (initial and ongoing):

Cost: At this time the program's first year, 2015, will include grants as well as General Obligation Bonds to finance the program.

Benefits: The benefit is the completion of the funded projects in an orderly manner.

□ Funding Sources

Make sure bill gives specific accounts if money is moved around:

In addition to General Obligation Bond funding, Federal and State grants for various activities are included.

□ Priority status/Deadlines, if any:

As soon as possible.

□ Why should Council unanimously support this bill?

Because the CIP is an integral part of the budget process and the Council will have the ability to review and budget the administration's recommended program.

ORDINANCE NO.

FILE OF CITY COUNCIL

BILL NO. 56 - 2014

November 5, 2014

AN ORDINANCE

Amending Part Three, Business Regulation and Taxation Code, Title Nine, Fees of the Codified Ordinances of the City of Allentown.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALLENTOWN:

SECTION ONE: That Article 395.25, Street Vacation Fees, be amended to read as follows:

395.25 STREET VACATION FEES

Street Vacations: Petitions for street vacations can be found on the City website or by contacting the City Clerk's Office. A written Petition for a street vacation may be submitted to City Council by a citizen. The petition must be submitted together with a check in the amount of \$300.00 payable to the City of Allentown, to the City Clerk's Office, 435 Hamilton Street. Requests for Street Vacations shall be subject to a Five Three Hundred (\$300) Dollar fee. In addition, the petitioner must pay in full all costs incurred by the City in publishing the legally required advertising for the vacation prior to the final Council action. (14273 §1 3/3/05)

SECTION TWO: That Article 395.05, Zoning Fees, be amended to include the following:

395.05 ZONING FEES

Zoning:

1. Permit. The Bureau of Planning and Zoning shall charge a fee of Fifty (\$50) Dollars for the issuance of a zoning permit. (14372 §1 3/16/06)
2. Appeals. Any appeal to the Zoning Hearing Board, whether for a variance, special exception, non-conforming use or structure, ordinance interpretation or otherwise shall be subject to a fee of Four Hundred Fifty (\$450) Dollars except, however, that the fee shall be One Hundred Twenty-five (\$140) Dollars for an appeal related to premises used solely as a single family dwelling unit and occupied or to be occupied solely by the legal or equitable owner thereof and members of the owner's household. (14067 §1 3/6/03; 14372 §1 3/16/06)
3. Continuances. An applicant and/or interested party who requests a continuance of an appeal before the Zoning Hearing Board, after said appeal was duly advertised, shall be subject to a fee of Three Hundred (\$300) Dollars, except, however, that the fee shall be One Hundred Forty (\$140) Dollars for a continuance related to premises used solely as a single family dwelling unit and occupied or to be occupied solely by the legal or equitable owner thereof and members of the owner's household. (14067 §1 3/6/03; 14372 §1 3/16/06)

4. Preliminary Opinion. An applicant and/or interested party who requests a Preliminary Opinion of the Zoning Officer shall be subject to a fee in the amount of Four Hundred Fifty (\$450) Dollars. (14845 § 1 12/1/10)

5. Temporary Signs (ten or more). For ten (10) or more signs to be posted, a permit must be obtained in the Zoning Office stating the name, address, telephone number and purpose of the sign and must be accompanied by a fee of Thirty-five (\$35) Dollars. (14067 §1 3/6/03; 14372 §1 3/16/06)

6. Zoning Certifications. Requests for written certificates as to the zoning compliance of a property shall be accompanied by a fee of Fifty (\$50) Dollars. (14012 §1 8/01/02; 14067 §1 3/6/03; 14372 §1 3/16/06; 14845 12/3/2010)

7. Rezoning Zoning and Map and Zoning Amendments. Petitions for zoning map and zoning amendments can be found on the City website or by contacting the City Clerks Office. A written Petition for a Zoning Map Amendment (Rezoning) may be submitted to City Council by a citizen. It must be notarized and signed by the owners of 50% or more of the land proposed to be rezoned, and it must be submitted together with a check in the amount of \$300.00 payable to the City of Allentown, to the City Clerk's Office, 435 Hamilton Street. A written petition for a Zoning amendment may be submitted to City Council by a Citizen and it must be submitted together with a check in the amount of \$300.00 payable to the City of Allentown, to the City Clerk's Office, 435 Hamilton Street. In addition, the petitioner must pay in full all costs incurred by the City in publishing the legally required advertising for the Map or Zoning Code Amendment prior to final Council Action. Requests for rezonings shall be subject to a Five Hundred (\$500) Dollar fee. (14273 §1 3/3/05)

SECTION THREE: That Article 400.04 Golf Course Fees be amended to read as follows:

400.04 GOLF COURSE FEES

GOLF COURSE FEES

Season Tickets

Adult Resident Season Pass (7 Day)	950	1000
Adult Resident Season Pass (5 Day)	700	800
Adult Non-Resident Season Pass (7 Day)	1200	1300
Adult Non-Resident Season Pass (5 Day)	900	1000
Junior Resident (Monday – Friday)	400	
Junior Non-Resident (Monday – Friday)	500	600

(14063 §1 3/6/03; 14269 §1 3/305; 14386 §1 5/4/06)

Daily Tickets

18 Hole Wk Day Tickets – Resident	24	21
18 Hole Wk Day Tickets - Non-Resident	24	
18 Hole Weekend/Holidays Green Fee	30	32
9-Holes Weekday – Resident (10 AM to 3 PM)	14	
9-Holes Weekday - Non-Resident (10 AM to 3 PM)	17	18
9-Holes Weekends and Holidays (1PM to 4 PM)	18	19
Weekday	21	
Twi-Lite Weekend (After 4:00 PM)	19	20
Twi-Lite Weekday	18	19
Senior Citizen/Weekday Resident (Before 11 AM)	14	
Senior Citizen/Weekday Non-Resident (Before 11 AM)	17	18
(14063 §1 3/6/03; 14269 §1 3/3/05; 14370 §1 5/4/06)		
High School Student – Resident (After 11 AM)	13	
High School Student - Non-Resident (After 11 AM)	16	
Winter Golf Weekday (December, January & February)	15	16
Winter Golf Weekend (December, January & February)	16	17
Walkers	3	

(14063 §1 3/6/03; 14269 §1 3/3/05; 14386 §1 5/4/06)

Cart Rentals

Cart Rental - 18 Hole (Per Person)	14	16
9 Holes – Single (Per Person)	7	8
The Golf Course Special (2 Golfers/Cart) (Per Person) (14269 §1 3/3/05)	25	

Driving Range

Medium bucket	5	6
Large bucket	7	8
Jumbo bucket	10	11

(Municipal Golf Course Fees and Summer Recreation Fees were adopted by Ordinance Numbers 13817 §1 2/16/00; 13893 §1 2/22/01; 13960 §1 2/22/02; 14063 §1 3/6/03; 14269 §1 3/3/05; 14386 §1 5/4/06; 14410 §1 8/3/06; 14840 § 1 12/1/10.

SECTION FOUR: That the Special Event Fee be increased from \$50 to \$75, and be added as Section 395.27 under Community and Economic Development Fees.

395.27 Special Event Fees

\$75

SECTION FIVE: That this Ordinance will take effect ten (10) days after final passage.

SECTION SIX: That all Ordinances inconsistent with the above provisions are repealed to the extent of their inconsistency.



Allentown
City without limits.

Ed Pawlowski, Mayor
City of Allentown
435 Hamilton St, 5th Floor
Allentown, PA 18101-1699
Office 610.437.7546
Fax 610.437.8730
Ed.Pawlowski@allentownpa.gov

TO: Michael Hanlon
City Clerk

FROM: Ed Pawlowski *EP.*
Mayor

DATE: November 6, 2014

SUBJECT: Authorities, Boards, Commissions Appointments

Mayor Pawlowski has approved the following appointments for City Council's consideration.

<u>Name</u>	<u>Authority/Board/Commission</u>	<u>Term to Expire</u>
Scott Burnet	Environmental Advisory Council	01/01/2017
Joseph E. Hoffman	Environmental Advisory Council	01/02/2015

Mr. Hoffman will replace David McGuire who resigned from this board and Mr. Burnett will replace Peter Terry who does not want to be reappointed. Their resumes are attached for your review.

EP/kal

Attachments

MSX

REQUEST FOR APPOINTMENT

DATE 9/19/13

AUTHORITY, BOARD OR COMMISSION YOU ARE REQUESTING APPOINTMENT

TO: ALLENTOWN EAC

NAME: SCOTT BURNET

HOME ADDRESS: 15 S MUELLENBERG ST. ALLENTOWN PA

BUSINESS ADDRESS: N/A 18104

TELEPHONE NO. (RESIDENCE) MOBILE 484-955-8580 BUSINESS

EMAIL: selasphorus.scott@yahoo.com

PRESENTLY EMPLOYED BY: retired

JOB TITLE:

EMPLOYMENT: (PRIOR) 30 years as a Journeyman Electrician with the IBEW

EDUCATION:

HIGH SCHOOL GRADUATE: YES [checked] NO
COLLEGE OR UNIVERSITY GRADUATE YES NO
DEGREE/FIELD OF STUDY

CURRENT MEMBERSHIP IN ORGANIZATIONS AND OFFICES:

- LEHIGH VALLEY AUDUBON SOCIETY - CHAIRMAN of HABITAT DEVELOPMENT & ENHANCEMENT COMMITTEE
BIRDTOWN COALITION OF LEHIGH VALLEY - delegate from LVAS

PAST ORGANIZATIONAL MEMBERSHIPS AND OFFICES:

I was awarded the "Mayor's Service Award" this year for the volunteer Environmental projects I initiated and constructed.

DO YOU LIVE IN THE CITY OF ALLENTOWN YES NO

HAVE YOU EVER BEEN ARRESTED?: YES

IF SO, WHY? DUI & CRIMINAL MISCHIEF (domestic dispute)

DO YOU HAVE A SIGNIFICANT "BUSINESS" OR "PROPERTY" INTEREST IN ALLENTOWN?
PLEASE EXPLAIN:

My wife and I own a residence in Allentown

ARE YOU A REGISTERED VOTER: YES NO

WHY ARE YOU INTERESTED IN THIS APPOINTMENT? BE SURE TO INCLUDE WHAT VALUE YOU WILL BRING TO THE BOARD:

I am a devoted and active Conservationist, with a long list of projects I have envisioned and brought to fruition during my tenure as Habitat Coordinator for the local Audubon chapter.

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF AN AUTHORITY, BOARD OR COMMISSION: YES NO

IF YES, EXPLAIN: _____

IF YOU ARE BEING CONSIDERED FOR REAPPOINTMENT, PLEASE INDICATE
HOW MANY TERMS YOU HAVE SERVED _____ AND THE
YEAR YOU WERE FIRST APPOINTED _____.

NOTE: This information will be used for making appointments to authorities, boards and
commission and in the event you are appointed/reappointed, it may be used as a news
release to identify you to the community.



Signature



Date

Please forward this request for appointment, along with a resume to:

City Clerk's Office
City Hall
435 Hamilton Street
Allentown, PA 18101

REQUEST FOR APPOINTMENT

DATE 11/3/14

AUTHORITY, BOARD OR COMMISSION YOU ARE REQUESTING APPOINTMENT

TO: environmental advisory council-

EAC _____

NAME: Joseph E.

Hoffman _____

HOME ADDRESS: 334 North 13th Street, Allentown PA 18102-

5601 _____

BUSINESS

ADDRESS: 85 South Route 100, Allentown PA 18106-

9207 _____

TELEPHONE NO. (RESIDENCE) 484-866-6517 **BUSINESS** 484-866-

4840 _____

EMAIL: jhoffman@barryisett.com _____

PRESENTLY EMPLOYED BY: Barry Isett and

Associates _____

JOB

TITLE: Manager, Grants and Special

Projects _____

EMPLOYMENT (Prior): Berks County Conservancy, Wildlands Conservancy,

Urban Research and Development Corporation, City of Allentown, Fairfax County VA

Park Authority, City of

Bethlehem _____

EDUCATION:

HIGH SCHOOL GRADUATE: **x** **YES**

 NO

COLLEGE OR UNIVERSITY GRADUATE **x** **YES**

DEGREE/FIELD OF STUDY

 Parks and
recreation _____

 NO

CURRENT MEMBERSHIP IN ORGANIZATIONS AND OFFICES: _____ national
recreation and park
association _____

_____ pennsylvania recreation and park
society _____

PAST ORGANIZATIONAL MEMBERSHIP AND OFFICES
HELD: _____

DO YOU LIVE IN THE CITY OF ALLENTOWN: _____ x _____ YES _____ NO

HAVE YOU EVER BEEN ARRESTED?

_____ no _____

IF SO, WHY?

DO YOU HAVE A SIGNIFICANT "BUSINESS" OR "PROPERTY" INTEREST IN
ALLENTOWN? PLEASE EXPLAIN:

_____ just owning my own home—no other land or
property _____

ARE YOU A REGISTERED VOTER: _____ x _____ YES _____ NO

WHY ARE YOU INTERESTED IN THIS APPOINTMENT? BE SURE TO INCLUDE
WHAT VALUE YOU WILL BRING TO THE BOARD: _____ I have a lifelong
environmental background; I have extensive experience with other communities' EACs
from my work at Barry Isett and Associates and the two conservancies; and I feel it is
important to provide sound unbiased advice to all our elected officials that merges
environmental knowledge with common sense economic
perspective. _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF AN AUTHORITY, BOARD OR COMMISSION: _____ YES x NO

IF YES,
EXPLAIN: _____

IF YOU ARE BEING CONSIDERED FOR REAPPOINTMENT, PLEASE INDICATE HOW MANY TERMS YOU HAVE SERVED _____ AND THE YEAR YOU WERE FIRST APPOINTED _____ not applicable _____.

NOTE: This information will be used for making appointments to authorities, boards and commission and in the event you are appointed/reappointed, it may be used as a news release to identify you to the community.

Joseph E. Hoffman

Signature

_____ 11/3/14 _____

Date

Please forward this request for appointment, along with a resume to:

Mayor'S Office
City Hall
435 Hamilton Street
Allentown, PA 18101



JOSEPH E. HOFFMAN

Manager, Grantsmanship & Special Projects

EDUCATION: B.S. Parks & Recreation (administration option), 1975, Pennsylvania State University

Joseph Hoffman joined the staff of Barry Isett & Associates, Inc. (BIA) in 2002 to identify potential grant sources, prepare grant applications, and generate partnerships among BIA clients for projects that promote environmental protection and economic improvement. He has a strong track record in creating project partnerships among organizations with dovetailing needs and developing projects that meet both client objectives and funding criteria. He is experienced in developing successful grant applications for a wide range of federal programs, Pennsylvania's Growing Greener initiatives, the Pennsylvania Historical and Museum Commission, and the William Penn Foundation, among others.

At East Stroudsburg University, he identified grant opportunities for the reclamation of a former dump site into an outdoor environmental education center. At Lincoln University, he developed a funding strategy for the proposed construction of a vernal pond that could contribute to both stormwater management and the educational needs of biology, chemistry, and environmental science students. Decisions on the grant awards for these projects are pending.

Since arriving at BIA, Mr. Hoffman has worked extensively in the public sector. In a four year period, he has assisted the Borough of Pen Argyl obtain approximately half-a-million dollars in Community Development Block Grant funding as well as \$100,000 from the Department of Conservation and Natural Resources for Open Space Preservation. He assisted the Tri-Area Recreation Authority and the City of Hazleton in securing \$200,000 in Growing Greener grants. Recently, he aided the Borough of Hellertown to receive a large Community Development Block Grant (CDBG) for handicapped accessibility including curb cuts, sidewalks and bridges.

EXPERIENCE:

While with the City of Allentown Bureau of Planning, he administered the Historical Architectural Review Board. During his earlier term of service in the City, he worked with the City's Environmental Programs coordinator and the Bureau of Parks in the development of early plans for a bikeway system throughout the City and assisted in the creation of Jordan Meadows Park as the first step in that process. He continued that work, along with other projects, during his term of service at Urban Research and Development Corporation.

During his ten-year career at the Berks County Conservancy, Mr. Hoffman generated over \$20 million in successful grant applications for County and Conservancy projects. His grant writing expertise generated more than half of the Conservancy's annual operating budget, winning 32 out of 36 submitted grants. A highlight of this period was his success in obtaining \$8.9 million in federal funds to repair 135 farms in the Tulpehocken Creek/Blue Marsh Lake Watershed to resolve identified nitrate, phosphate, and sediment problems. Other milestones include:

- Development of the Rivers Conservation Plans for Tulpehocken, Maiden, Manatawny, Hay, NW Perkiomen and Wyomissing Creeks and the northern reaches of the Schuylkill River.
- Completion of lake management research on Blue Marsh Lake, Lake Ontelaunee, Boyertown Reservoir, Birdsboro Reservoir, Lake Antietam, and Carsonia Lake.
- The preservation of several hundred acres of Neversink Mountain
- Accomplishing nationally recognized river implementation projects in conjunction with Tulpehocken Chapter of Trout Unlimited at Cacoosing Flats and Marion Township Rod and Gun Club, to improve recreation for anglers, provide handicapped fishing opportunities, and add to the municipal park systems.

Mr. Hoffman has been invited to address many groups on environmental issues, including the River Management Society at a meeting in Anchorage, Alaska, and the U.S. Fish and Wildlife Service at Shepherdstown, West Virginia.

BARRY ISETT & ASSOCIATES, INC.

Hellertown, PA 610.398.0901

Valley Forge, PA 610.539.2650

Hazleton, PA 570.455.2999

Boiling, MD 410.629.0853

ORDINANCE NO.

FILE OF CITY COUNCIL

BILL NO. 59 - 2014

November 5, 2014

AN ORDINANCE

Amending the 2014 Trexler Fund and the 2014 Capital Projects Fund to provide for a supplemental appropriation of One Hundred Seventy Thousand, Two Hundred Dollars (\$170,200) to the Trexler Capital Funds to provide for the annual receipt of capital improvement funds from the Trexler Trust designated by Court Order dated April 19, 2011.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALLENTOWN:

SECTION ONE: That City Council authorizes an increase to the unappropriated balance of the Trexler Fund in the amount of One Hundred Seventy Thousand, Two Hundred Dollars (\$170,200).

SECTION TWO: That City Council authorizes an appropriation from the unappropriated balance of the Trexler Fund to the following account:

**Trexler Fund
Parks and Recreation Grounds Maintenance**

006-08-6761-0001-84	Capital Fund Contribution	\$170,200
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SECTION THREE: That City Council authorizes an increase to the unappropriated balance of the Capital Projects Fund in the amount of One Hundred Seventy Thousand, Two Hundred (\$170,200) through a transfer from the Trexler Fund Capital Fund Contribution Expense Account Number 006-08-6761-0001-84.

SECTION FOUR: That City Council authorizes an appropriation from the unappropriated balance of the Capital Projects Fund to the following accounts:

Jackson Street Community Park Development:		
001-08-1685-1460-54	Repair & Maintenance Supplies	\$ 20,000.00

Jackson Street Community Park Development:		
001-08-1685-1460-68	Operating Materials & Supplies	\$ 60,000.00

Jackson Street Community Park Development		
001-08-1685-1460-46	Other Contract Services	\$ 20,000.00

Jordan Park Playground Project:
001-08-2204-1460-68 **Operating Materials & Supplies** **\$ 25,200.00**

Jordan Park Playground Project:
001-08-2204-1460-72 **Equipment** **\$ 45,000.00**

Total **\$170,200.00**

SECTION FIVE: That this Ordinance will take effect ten (10) days after final passage.

SECTION SIX: That all Ordinances inconsistent with the above provisions are repealed to the extent of their inconsistency.

- **What Department or bureau is Bill originating from? Where did the initiative for the bill originate?**

Department of Parks and Recreation

- **Summary and Facts of the Bill**

The April 19, 2011 Court Order from the Trexler Trust states that any amount over \$1,250,000 awarded from the Trust annually is to be spent on Capital Improvements. The balance of \$170,200.00 needs to be appropriated into the expenditure line item in the operating fund balance.

The full amount of \$170,200.00 will then be placed into various Capital Projects within the Parks and Recreation Department.

- **Purpose – Please include the following in your explanation:**
 - **What does the Bill do – what are the specific goals/tasks the bill seek to accomplish**
 - **What are the Benefits of doing this/Down-side of doing this**
 - **How does this Bill related to the City's Vision/Mission/Priorities**

This Ordinance places the necessary funds into the proper expenditure line items within the Trexler Fund so that it may be moved into various Capital Projects as follows:

Jackson Street Community Park Development:

001-08-1685-1460-54	Repair & Maintenance Supplies	\$ 20,000.00
001-08-1685-1460-68	Operating Materials & Supplies	\$ 60,000.00
001-08-1685-1460-46	Other Contract Services	\$ 20,000.00

Jordan Park Playground Project:

001-08-2204-1460-68	Operating Materials & Supplies	\$ 25,200.00
001-08-2204-1460-72	Equipment	\$ 45,000.00

TOTAL		\$170,200.00
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- **Financial Impact – Please include the following in your explanation:**
 - **Cost (Initial and ongoing)**
 - **Benefits (initial and ongoing)**

This increases the amount to be received by the City from the Trexler Trust in accordance with General Trexler's Will.

- **Funding Sources – Please include the following in your explanation:**
 - **If transferring funds, please make sure bill gives specific accounts; if appropriating funds from a grant list the agency awarding the grant.**

Trexler Trust

- **Priority status/Deadlines, if any**

These funds need to be appropriated as soon as possible so they can be placed into corresponding Capital Projects for improvements within the City's parks system.

- **Why should Council unanimously support this bill?**

Passage of this Ordinance is in keeping with the Court Order from General Trexler's Will.



CITY OF ALLENTOWN

No. 50

RESOLUTION

R - 2014

Introduced by the Administration on November 5, 2014

Authorizes Encroachment for Sign at 301 S St. Elmo Street

Resolved by the Council of the City of Allentown, That

WHEREAS, Article 903.02, of the Codified Ordinances of the City of Allentown, relating to Permanent Obstructions, specifies the criterion and the conditions under which permissible encroachments such as steps, porches, planters, fences, building projections, and service structures shall be permitted in the public-right-of-way; and

WHEREAS, permissible encroachments may not exceed 1/3 of the sidewalk area measured from the property line and may not reduce the width of the abutting sidewalk to less than five feet; and

WHEREAS, such encroachments shall not impede or endanger the free flow of pedestrian or vehicular traffic; adversely affect the passage of light or air to adjoining properties; adversely affect in any other manner the health, safety or welfare of adjoining property owners or the public in general; or represent a significant variance from the number or size of encroachments existing in the immediate block area; and

WHEREAS, Permanent obstructions not permitted under the above criterion, may be permitted upon the approval of Council in the form of a resolution; and

WHEREAS, the property owner St. Elmo Development, LLC of 1177 6th Street, Whitehall, the property owner, is requesting an encroachment to install a sign at 301 South Saint Elmo Street, which was denied by the Administration as it encroaches more than one third (1/3) into the right-of-way; and

WHEREAS, Allentown City Council finds that the proposed encroachment will not substantially impact the public-right-or-way.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Allentown approves said encroachment and directs the Mayor to enter into an agreement on behalf of the City allowing the encroachment.

- **What Department or bureau is Bill originating from? Where did the initiative for the bill originate?**

From a building permit it was determined that the sign will encroach into the public right of way which requires a permanent encroachment .

- **Summary and Facts of the Bill**

301 S St. Elmo sign in the public right of way more than 1/3 requiring Council approval

- **Purpose – Please include the following in your explanation:**
 - **What does the Bill do – what are the specific goals/tasks the bill seek to accomplish**
 - **What are the Benefits of doing this/Down-side of doing this**
 - **How does this Bill related to the City’s Vision/Mission/Priorities**

The permanent sign will not substantially affect the public's use of said right-of-way.

- **Financial Impact – Please include the following in your explanation:**
 - **Cost (Initial and ongoing)**
 - **Benefits (initial and ongoing)**

No cost to the City

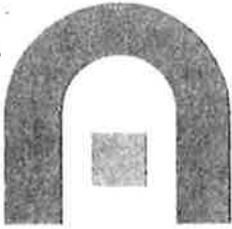
- **Funding Sources – Please include the following in your explanation:**
 - **If transferring funds, please make sure bill gives specific accounts; if appropriating funds from a grant list the agency awarding the grant.**

N/A

- **Priority status/Deadlines, if any**

- **Why should Council unanimously support this bill?**

Procedures are being followed to install signage.



Allentown
City without limits.

Lisa A. Cocca
Administrative Supervisor
Department of Public Works
Bureau of Engineering
641 South Tenth Street
Allentown PA 18103
610.437.7576
Fax 610.437.7614
coccal@allentowncity.org

October 24, 2014

St. Elmo Development LLC
1177 Sixth St
Whitehall PA 18052

RE: 301 S St. Elmo Street- Permanent Encroachment sign in the public right-of-way

Dear Applicant:

Enclosed please find a copy of the original Encroachment application (a copy has been sent to City Council) regarding your request for the permanent encroachment pertaining to the sign in the public right-of-way.

Please note the request was denied by the department(s) listed on the routing sheet on the back of the application. However, your application was submitted to City Council to reconsider the decision.

If you have any questions please do not hesitate to call me at 610-437-7596.

Very truly yours,

Lisa A. Cocca
Administrative Supervisor

Enclosure

cc: City Council



ENCROACHMENT APPLICATION

ORDINANCE #13066

PERMANENT X
TEMPORARY _____
APPLICATION DATE 10/20/14

PERMIT NO. _____
DATE ISSUED _____
FEE PAID _____

**INFORMATION TO BE FAXED TO THE ENGINEERING DEPARTMENT AT (610) 437-7614
PLEASE PRINT OR TYPE CLEARLY WITH BLUE OR BLACK INK**

ADDRESS OF ENCROACHMENT: 301 S. St. Elmo Street

TIME PERIOD APPLIED FOR: _____

TYPE OF ENCROACHMENT: Sign / Permanent

IF DUMPSTER OR SCAFFOLDING: N/A

NAME OF SUPPLIER: N/A PHONE: _____

ADDRESS: _____

NAME OF PROPERTY OWNER: St Elmo Development LLC PHONE: 610-463-3400

ADDRESS: 1177 Sixth St, Whitehall, PA 18052

NAME OF APPLICANT: Pennsylvania Venture Capital Inc. PHONE: 610-463-3400

ADDRESS: 1177 Sixth St, Whitehall, PA 18052

* APPLICANTS SIGNATURE: [Signature] V.P.

ALL APPLICATION TO BE ACCOMPANIED BY A MEASURE SKETCH BELOW

<u>see attached</u>		

ROUTING SHEET

BUREAU OF DIVISION	DATE REC'D	DATE REVIEW COMPLETED	DATE APPROVED	*DATE REJECTED
110H HARB	10/24/14	10/24/14	N/A - Not in Historic District	
103 ENG.	10/21/14	10/21/14	10/21/14 *	
BH INSP.	10/24/14	10-24-14	10-24-14 *	
110 TRAFFIC	10/24/14	10/24/14	10/24/14	
Zoning OTHER	10.24.14	10.24.14	10.24.14	

Upon completion of review by those Bureaus/Divisions/Agencies checked above, return application to the Director of Code Enforcement (Building Standards and Safety – Inspection Division). If rejected Manager of Bureau/Division/Agency is to attach memo explaining reason(s).

If rejected or not permitted in accordance with the Ordinance, forward to the City Clerk for action by City Council.

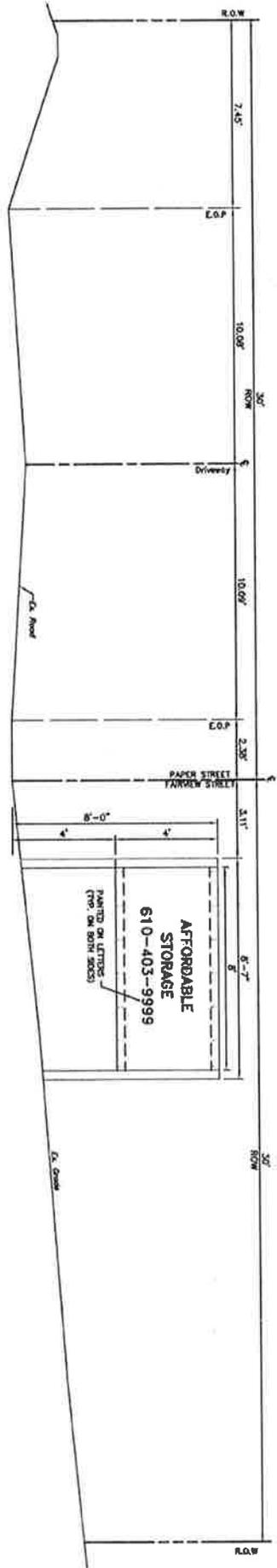
Approved
 Rejected

Craig Messinger
 Director, Community Development or Designee

10/24/14
 Date

* Must go to City Council for Approval - More than 1/3 of Public Right of Way.

* Plans Required. BH



SIGN-2 LOCATION EXHIBIT

SCALE: N.T.S.

ORDINANCE NO.

FILE OF CITY COUNCIL

BILL NO. 60 - 2014

November 19, 2014

AN ORDINANCE

Amending the 2014 General Fund Budget to provide for a supplemental appropriation of \$363,969 from a Department of Homeland Security FEMA grant, to the Fire Department to provide for SCBA (self-contained breathing apparatus) equipment

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALLENTOWN:

SECTION ONE: That City Council authorizes an increase to the unappropriated balance of the 2014 General Fund in the amount of \$363,969 reflecting receipt of monies from a FEMA grant to purchase SCBA (self-contained breathing apparatus) equipment.

SECTION TWO: That City Council authorizes a supplemental appropriation from the unappropriated balance of the General Fund to the Police Department contract services program as follows:

000-05-0803-0002-72 (Equipment)	\$363,969.00
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SECTION THREE: That this Ordinance will take effect ten (10) days after final passage.

SECTION FOUR: That all Ordinances inconsistent with the above provisions are repealed to the extent of their inconsistency.

- **What Department or bureau is Bill originating from? Where did the initiative for the bill originate?**

Allentown Fire Department

- **Summary and Facts of the Bill**

The Allentown Fire Department was awarded a FEMA grant in the amount of \$363,969.00 for the purchase of SCBA Self-Contained Breathing Apparatus Equipment. The total cost of SCBA's will be \$404,410.00 (\$40,441.00 will be the City's match for this grant plus additional costs).

- **Purpose – Please include the following in your explanation:**
 - **What does the Bill do – what are the specific goals/tasks the bill seek to accomplish**
 - **What are the Benefits of doing this/Down-side of doing this**
 - **How does this Bill related to the City's Vision/Mission/Priorities**

The Bill will provide funding for the purchase of new SCBA equipment. This funding will bring the Allentown Fire Department in compliance with 2013 standards for PPE equipment.

The benefit of this new equipment is enormous to the life safety of the members of the Allentown Fire Department and better response to the City's needs.

This Bill relates to the City's vision and mission to provide a safe City for all who live, work and visit the City of Allentown. It has always been the City of Allentown's priority, as well as every elected official to provide safe and efficient Public Safety services to ensure a safe environment.

- **Financial Impact – Please include the following in your explanation:**
 - **Cost (Initial and ongoing)**
 - **Benefits (initial and ongoing)**

\$404,410.00 90% grant funded and 10% city share.

The new units will comply with the NFPA standards currently in place.

- **Funding Sources – Please include the following in your explanation:**
 - **If transferring funds, please make sure bill gives specific accounts; if appropriating funds from a grant list the agency awarding the grant.**

Increase \$363,969.00 from the unappropriated general fund in account #000-05-0803-0002-72. Reimbursement through FEMA \$363,969.00.

- **Priority status/Deadlines, if any**

Need to replace old equipment as soon as possible. It is a high priority for Fire Administration.

- **Why should Council unanimously support this bill?**

This request should not present a problem to City Council, since the grant has been approved and awarded.

Refunding of General Obligation Bonds, Series of
2003 Bonds, General Obligation Bonds, Series of
2004, and General Obligation Bonds, Series of 2011

Administration

ORDINANCE NO. _____

FILE OF THE CITY COUNCIL

BILL NO. 61-2014

Introduced by the Administration

November 19, 2014

December 3, 2014

AN ORDINANCE

OF THE COUNCIL OF THE CITY OF ALLENTOWN, LEHIGH COUNTY, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX EXEMPT GENERAL OBLIGATION BONDS, SERIES A OF 2015, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$18,000,000 (THE "2015A BONDS"), AND GENERAL OBLIGATION BONDS, SERIES B OF 2015 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$14,000,000 (THE "2015B BONDS"), PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT OF THE COMMONWEALTH OF PENNSYLVANIA (THE ACT); PROVIDING THE NET PROCEEDS OF THE SALE OF THE 2015B BONDS SHALL BE APPLIED TO CARRY OUT THE CURRENT REFUNDING OF THE REMAINING OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2003

(THE "2003 BONDS"), THE CURRENT REFUNDING OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES OF 2004 ("2004 BONDS"), AND THE ADVANCE REFUNDING OF A PORTION OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES OF 2011 (THE "2011 BONDS"). THE 2003 BONDS, 2004 BONDS AND 2011 BONDS ARE COLLECTIVELY REFERRED TO AS THE "PRIOR BONDS", PROVIDING THAT THE PROCEEDS OF THE 2015A BONDS SHALL BE USED TO FUND CAPITAL PROJECTS, SETTING FORTH THE ESTIMATED USEFUL LIFE OF THE IMPROVEMENTS AND THE ESTIMATED USEFUL LIFE OF THE IMPROVEMENTS FINANCED BY THE PRIOR BONDS, DETERMINING THAT SUCH SALE SHALL BE A PRIVATE SALE BY NEGOTIATION UNDER THE ACT, AND DETERMINING THAT THE BONDS SHALL BE NONELECTORAL DEBT OF THE CITY; FIXING THE INTEREST PAYMENT DATES, DENOMINATIONS AND REGISTRATION, TRANSFER AND EXCHANGE PRIVILEGES OF THE BONDS AND PROVIDING FOR BOOK ENTRY BONDS THROUGH DEPOSITORY TRUST COMPANY; SETTING FORTH THE MATURITY DATES, PRINCIPAL MATURITIES AND CURRENT INTEREST RATES OF EACH SERIES OF BONDS AND ESTABLISHING A REQUIRED SCHEDULE OF PAYMENTS WITH RESPECT TO THE SINKING FUND, AS HEREINAFTER ESTABLISHED, IN ORDER TO AMORTIZE THE BONDS; ESTABLISHING THE REDEMPTION PROVISIONS OF THE BONDS, BOTH OPTIONAL AND MANDATORY; ESTABLISHING THE NOTICE REQUIREMENTS WITH RESPECT TO THE REDEMPTION OF THE BONDS; ACCEPTING A BID FOR PURCHASE OF THE BONDS AND AUTHORIZING EXECUTION OF THE BOND PURCHASE AGREEMENT; DESIGNATING A PAYING AGENT AND REGISTRAR; DESIGNATING A PLACE AND METHOD OF PAYMENT OF THE BONDS AND INTEREST THEREON AND MAKING CERTAIN COVENANTS WITH RESPECT TO THE TAX FREE STATUS THEREOF; ESTABLISHING THE SUBSTANTIAL FORM OF THE BONDS AND THE PAYING AGENT'S CERTIFICATE RELATING THERETO; AUTHORIZING EXECUTION AND AUTHENTICATION OF THE BONDS; PROVIDING FOR THE REGISTRATION OF THE BONDS, THE MAINTENANCE OF RECORDS OF REGISTERED OWNERS AND TRANSFER OF THE BONDS; PROVIDING FOR THE DEPOSITING AND PAYMENT OF THE FUNDS REQUIRED AND THE MAINTENANCE OF RECORDS; COVENANTING TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS RELATED TO CITY IMPROVEMENTS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY TO SUCH PURPOSE; ESTABLISHING A SINKING FUND FOR THE BONDS AND AUTHORIZING AND DIRECTING PAYMENT THEREFROM; SETTING FORTH CERTAIN PROVISIONS WITH RESPECT TO THE INVESTMENT OF MONIES THEREIN; DESIGNATING A SINKING FUND DEPOSITORY; SETTING FORTH CERTAIN RIGHTS OF THE PAYING AGENT AND BONDHOLDERS IN THE EVENT OF DEFAULT AND OTHER RIGHTS OF THE PARTIES WITH RESPECT TO THE BONDS; PROVIDING FOR THE CIRCUMSTANCES UNDER WHICH THE ORDINANCE MAY BE AMENDED OR MODIFIED; PROVIDING FOR THE TERMS, CONDITIONS AND COVENANTS WITH RESPECT TO THE BOND INSURER, IF ANY, FOR THE BONDS; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE CITY TO DO AND PERFORM CERTAIN SPECIFIED, REQUIRED OR APPROPRIATE ACTS; AUTHORIZING THE EXECUTION OF DOCUMENTS FOR SETTLEMENT AND THE PAYMENT OF ISSUANCE EXPENSES; DECLARING THAT

THE DEBT TO BE INCURRED IS WITHIN THE LIMITATION IMPOSED BY THE ACT UPON INCURRING OF SUCH DEBT BY THE CITY; AUTHORIZING AND DIRECTING PROPER OFFICERS OF THE CITY TO DELIVER THE BONDS UPON EXECUTION AND AUTHENTICATION THEREOF, UPON RECEIPT OF PROPER PAYMENT OF THE BALANCE DUE THEREFOR, AND ONLY AFTER SPECIFIED APPROVAL, AS REQUIRED, OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT OF THE COMMONWEALTH OF PENNSYLVANIA; SETTING FORTH CERTAIN COVENANTS RELATING TO THE FEDERAL TAX STATUS OF THE BONDS; PROVIDING FOR COMPLIANCE WITH SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; COVENANTING TO PAY OVER AT SETTLEMENT SUFFICIENT MONIES TO PROVIDE FOR THE PAYMENT OF THE PRIOR BONDS OF EACH SERIES TO BE REFUNDED IN ACCORDANCE WITH THE REFUNDING PROGRAM AND AUTHORIZING AND DIRECTING CERTAIN OTHER ACTIONS AND APPROVING DOCUMENTATION WITH REGARD TO THE REFUNDING, AND ESTABLISHING SINKING FUNDS FOR THE BONDS BEING REFUNDED; PROVIDING FOR THE USE OF AND MAKING A COVENANT AS TO THE ADEQUACY OF THE PROCEEDS TO BE PAID OVER TO THE ESCROW AGENT FOR PURPOSES OF THE REFUNDING OF THE 2011 BONDS; COVENANTING AND DIRECTING THE USE OF PROCEEDS UNDER A 2011 BONDS ESCROW AGREEMENT; PRESCRIBING CERTAIN CONDITIONS OF THE ESCROW AGREEMENT AND AUTHORIZING AND DIRECTING ACTIONS OF THE ESCROW AGREEMENT; SETTING FORTH CERTAIN COVENANTS WITH RESPECT TO THE ADEQUACY OF REVENUES TO BE AVAILABLE UNDER THE ESCROW AGREEMENT; PROVIDING FOR THE ISSUANCE OF IRREVOCABLE INSTRUCTIONS TO THE PAYING AGENT FOR THE PRIOR BONDS SUBJECT TO EARLY OPTIONAL REDEMPTION TO CALL SAID PRIOR BONDS FOR REDEMPTION ON CERTAIN SPECIFIED DATES, ALL PRIOR BONDS OF THE SERIES TO BE REFUNDED MATURING THEREAFTER, AND ESTABLISHING THE FORM OF SUCH IRREVOCABLE INSTRUCTIONS AND THE NOTICE OF REDEMPTION; PROVIDING FOR NOTICE TO ANY BOND INSURER; PROVIDING FOR SEVERABILITY OF PROVISIONS OF THE ORDINANCE; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES SO FAR AS THE SAME SHALL BE INCONSISTENT; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, the City of Allentown, Lehigh County, Pennsylvania (the "City"), is a Local Government Unit, as defined in the Pennsylvania Local Government Unit Debt Act, as codified by the Act of December 19, 1996, P.L. 1158, No. 177, constituting Title 53, Part VII, Subpart B of the Pennsylvania Consolidated Statutes (the "Act"); and

WHEREAS, the City did previously authorize, issue and sell a certain series of obligations, its General Obligation Bonds, Series of 2003 dated as of March 15, 2003 in the original aggregate principal amount of \$17,495,000 (the "2003 Bonds"); and

WHEREAS, the City did previously authorize, issue and sell a certain series of obligations, its General Obligation Bonds, Series of 2004 dated as of April 1, 2004 in the original aggregate principal amount of \$6,900,000 (the "2004 Bonds"); and

WHEREAS, the City did previously authorize, issue and sell a certain series of obligations, its General Obligation Bonds, Series of 2011 dated as of May 4, 2011 in the original aggregate principal amount of \$11,610,000 (the "2011 Bonds"); and

WHEREAS, the 2003 Bonds, 2004 Bonds and 2011 Bonds are collectively referred to as the "Prior Bonds"; and

WHEREAS, the Council of the City, in order to effect a savings resulting from currently available interest rates, has determined to currently refund its remaining outstanding 2003 Bonds and 2004 Bonds and to advance refund a portion of the remaining the principal of and interest due on the 2011 Bonds, in accordance with the provisions of Section 8241(b)(1) of the Act, by providing for the payment of the interest to and principal at maturity or redemption on such Prior Bonds pursuant to a refunding program (the "Refunding Program" or "Prior Bonds Refunding"), encompassing the refunding of the outstanding principal of and interest due on the Prior Bonds; and

WHEREAS, the Council of the City has determined to retire the Prior Bonds in accordance with a refunding report prepared by Public Financial Management Inc. as the financial advisors to City Council (collectively the "Financial Advisors") at such time as the

present value of debt service savings resulting from the refunding of the Prior Bonds, net of the costs and expenses of issuing bonds equals at least 2% of the refunded principal (the "Required Savings"); and

WHEREAS, the Council of this City ("Council") did previously determine to: (1) open, widen, straighten, alter, extend, construct, reconstruct, grade, re-grade, repave, macadamize and/or otherwise improve, streets and highways of this City, including facilities for necessary drainage, lighting and traffic control and including payment of any damages; (2) alter, construct, reconstruct, grade, pave, establish or otherwise improve, sidewalks, curbs, divider curbs, gutters and drains; (3) purchase appropriate equipment for the extinguishment, prevention and investigation of fires; (4) design, construct, erect and make alterations, improvements, additions and extensions to the public storm sewer systems; (5) construct, extend, enlarge, landscape, rehabilitate and equip public parks, parkways, playgrounds, playfields, public bath houses, swimming pools, and other recreational facilities; (6) to acquire land or interests in land, if necessary, and make and construct capital improvements upon such land or upon land and buildings previously acquired by the City, and to reconstruct and renovate the same, for proper municipal purposes; and (7) purchase, acquire, make and construct other capital improvements and capital equipment for proper municipal purposes;

WHEREAS, Council has determined at this time that it is in the City's best interest to fund the capital projects ("Projects") as set forth in Schedule 1 attached hereto; and

WHEREAS, the completion of the Projects will require a capital funds borrowing under the Act, which the Council has decided to undertake; and

WHEREAS, the City has received realistic cost estimates from persons qualified by experience as to the amounts necessary to satisfy the costs of the items of planning, design, improvement, renovation and extraordinary repair to be undertaken and funded, any real estate

rights and interests to be acquired and funded, all related equipment, furnishings, machinery and apparatus to be acquired and funded, and all related architects', appraisers', attorneys' and consultants' fees to be incurred with respect to the Projects, the total estimated cost of which has been determined to be at least \$15,000,000.

WHEREAS, additionally and as part of the Refunding Program, the necessary funds will be deposited with The Bank of New York Mellon, the Paying Agent for the Prior Bonds. The funds deposited are designed to be adequate as to amount and appropriate as to availability to pay the interest on and principal at maturity or optional redemption of the Prior Bonds being refunded; and

WHEREAS, the Council of the City has determined to implement the foregoing decisions by the authorization, issuance and sale of two (2) new series of obligations, being the City's General Obligation Bonds, Series A of 2015 (the "2015A Bonds") for the purpose of funding the Projects, and its General Obligation Bonds, Series B of 2015 ("2015B Bonds") for the purpose of refunding the Prior Bonds. The 2015A Bonds and 2015B Bonds are collectively referred to as the "Bonds"; and

WHEREAS, all of the Bonds proceeds, after payment of costs of issuance and insuring the Bonds, together with any other monies available or to be available for the purpose, will provide the necessary funds for the Prior Bonds Refunding and the Projects and the cost of issuance; and

WHEREAS, the Council of the City, in contemplation of the authorization, issuance and sale of the Bonds, has determined that the Bonds shall be offered for sale, which sale shall be a private sale by negotiation, which it believes is in the best interests of the City; and

WHEREAS, the Council of the City, in contemplation of the authorization, sale, issuance and delivery of the Bonds, with the proceeds to be used for the aforesaid purposes, has determined the following bond parameters (“Bond Parameters”) for the Bonds:

- (a) Shall be offered at private sale by negotiation; and
- (b) Shall be offered for sale at a price of not less than 95% nor more than 115% of the principal amount together with accrued interest, if any, from the date thereof to the date of delivery thereof; and
- (c) Shall be within the maximum amount and rate set forth herein.
- (d) Shall be made pursuant to a written proposal (“Proposal”) and any addendum with Public Financial Management Inc. and its assignee upon terms and conditions evidencing that the Bond Parameters have been met and the Required Savings Level required for the refunding of the Prior Bonds has been achieved; and

WHEREAS, a “Proposal for the Purchase of Bonds” dated December 3, 2014 (the “Proposal”) has been received from Public Financial Management Inc. as financial advisors to City Council. The Proposal is in substantial form appended hereto as Schedule “H”. The Proposal contains certain financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the “Bond Parameters”), which will be supplemented by an addendum to the Proposal containing the final terms and conditions of the Bonds, consistent with the Bond Parameters and Required Savings level and the provisions of the Act; and

WHEREAS, the Council of the City desired to maximize the City’s interest rate savings and as such, authorizes the Mayor, Finance Director and City Clerk, which shall include their duly qualified successors in office, if applicable, are authorized and directed on such a date and

time after this meeting in a manner consistent with the Act to execute the Proposal and any addendum thereto provided that the Required Savings level for the refunding of the Prior Bonds is achieved and Bond Parameters are met; and

WHEREAS, the Council desires to award the Bonds to Public Financial Management Inc. and their assignees at private sale by negotiation and to accept their Proposal in the form submitted; to authorize issuance of non-electoral debt in the aggregate principal amount of the Bonds in connection with the Financing Study; and to take appropriate action and to authorize such action in connection with the Refunding Program and the Projects, all in accordance with and pursuant to provisions of the Act.

NOW THEREFORE, BE IT ORDAINED, by the Council of this City, as follows:

Section 1(a). The Council of the City does authorize and direct the issuance of General Obligation Bonds, Series A of 2015 ("2015A Bonds"), pursuant to this Ordinance, in the maximum aggregate principal amount of \$18,000,000, for the purposes of carrying out the Projects. The final net proceeds of the Note shall not exceed the funding required for the Projects listed on Schedule 1. The 2015A Bonds will be general obligations of the City payable from the general revenues of the City.

Section 1(b). The Council of the City does authorize and direct the issuance of General Obligation Bonds, Series B of 2015 ("2015B Bonds"), pursuant to this Ordinance, in the maximum aggregate principal amount of \$14,000,000, for the purposes of carrying out the Prior Bonds Refunding pursuant to Section 8241(b)(1) of the Act. The 2015B Bonds will be general obligations of the City payable from the general revenues of the City.

Section 2. A brief description of the Refunding Program for which a portion of the debt to be incurred, of which the Bonds shall be evidence, is contained in the preamble hereof. The realistic estimated useful lives of the capital projects financed by the Refunded Bonds, which were "Projects" as defined in Section 8002 of the Act, were previously determined to be from 5 to 30 years in each case, and the amortization of the Refunded Bonds was structured to fully amortize on a level or earlier basis each component of such Projects before the expiration of their useful lives. The useful lives of such Projects is not less than previously determined, and the portion of the Bonds, the proceeds of which are designated to the Refunding Program, as structured will fully amortize on a level or earlier basis each component of the Projects before the expiration of their useful lives.

Section 3. The Bonds shall be sold at private sale by negotiation and may be issued in one or more series, which the Council of the City has determined to be in the best interests of the City. The Council of the City has determined that the debt, of which the Bonds shall be evidence, shall be nonelectoral debt of the City.

Section 4. (a) The 2014A Bonds shall be dated as of the date of issuance or such other date mutually agreed to by the parties, (the "Dated Date"), and shall bear interest payable semiannually on February 1 and August 1 of each year, with the first such date being designated as the "Initial Interest Payment Date", or such other dates as mutually agreed to by the parties to the registered owners thereof, at the rate per annum stated thereon, from the interest payment date next preceding the date of registration and authentication of a Bond, unless the Bond is registered and authenticated as of an interest payment dates, in which event the Bond shall bear interest from such interest payment date, or unless the Bond is registered and authenticated prior

to the Initial Interest Payment Date, in which event the Bond shall bear interest from the Dated Date, or unless, as shown by the records of the Paying Agent (hereinafter identified), interest on the Bond shall be in default, in which event the Bond shall bear interest from the date on which interest was last paid on the Bond, until said principal sum is paid. Payment of interest on a Bond shall be made to the registered owner thereof whose name and address shall appear, at the close of business on either the fifteenth day or the last day of the month next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such interest payment date, unless the City shall be in default in payment of interest due on such interest payment date. In the event of such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of the Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name the Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing.

(b) The 2014A Bonds shall be dated as of the date of issuance or such other date mutually agreed to by the parties, (the "Dated Date"), and shall bear interest payable semiannually on April 1 and October 1 of each year, with the first such date being designated as the "Initial Interest Payment Date", or such other dates as mutually agreed to by the parties to the registered owners thereof, at the rate per annum stated thereon, from the interest payment date next preceding the date of registration and authentication of a Bond, unless the Bond is registered and authenticated as of an interest payment dates, in which event the Bond shall bear interest

from such interest payment date, or unless the Bond is registered and authenticated prior to the Initial Interest Payment Date, in which event the Bond shall bear interest from the Dated Date, or unless, as shown by the records of the Paying Agent (hereinafter identified), interest on the Bond shall be in default, in which event the Bond shall bear interest from the date on which interest was last paid on the Bond, until said principal sum is paid. Payment of interest on a Bond shall be made to the registered owner thereof whose name and address shall appear, at the close of business on either the fifteenth day or the last day of the month next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such interest payment date, unless the City shall be in default in payment of interest due on such interest payment date. In the event of such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of the Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name the Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing.

(c) If any interest payment date for the Bonds shall be a Saturday, Sunday or legal holiday or a day on which banking institutions in the City of Philadelphia where the Pennsylvania corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for payment of such principal of or interest on the Bonds shall be the next succeeding day which is not a Saturday, Sunday or legal holiday or day on

which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

(d) Depository Trust Company ("DTC") will act as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity of each series, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Bondholders, Bond owners or registered owners of the Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Bonds.

(e) DTC is a limited-purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC was created to hold securities of its participants (the "DTC Participants") and to facilitate the clearance and settlement of securities transactions among DTC Participants in such securities through electronic book-entry changes in accounts of the DTC Participants, thereby eliminating the need for physical movement of securities certificates. DTC Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations, some of whom (and/or their representatives) own DTC. Access to the DTC system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (the "Indirect Participants").

(f) Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. Such DTC Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive a bond certificate, but each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Beneficial owners of Bonds will not receive certificates representing their beneficial ownership interests in the Bonds, unless use of the book-entry only system is discontinued as described below.

(g) Transfers of beneficial ownership interests in the Bonds which are registered in the name of Cede & Co., as nominee of DTC, will be accomplished by book entries made by DTC and in turn by the DTC Participants and Indirect Participants who act on behalf of the beneficial owners of Bonds. For every transfer and exchange of beneficial ownership in the Bonds, the beneficial owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(h) For so long as the Bonds are registered in the name of DTC or its nominee, Cede & Co., the City and the Paying Agent will recognize only DTC or its nominee, Cede & Co., as the owner of the Bonds for all purposes, including notices and voting. Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to beneficial owners of the Bonds, will be governed by arrangements among DTC, DTC Participants, Indirect Participants and beneficial owners, subject to any statutory and regulatory requirements as may be in effect from time to time.

(i) Payments made by the Paying Agent to DTC or its nominee shall satisfy the City's obligations with respect to the Bonds to the extent of the payments so made.

(j) Principal, redemption price and interest payments on the Bonds shall be made by the Paying Agent to DTC or to its nominee, Cede & Co., as registered owner of the Bonds. Disbursement of such payments to the beneficial owners shall be solely the responsibility of DTC, the DTC Participants and, where appropriate, Indirect Participants. Upon receipt of moneys, DTC's current practice is to credit immediately the accounts of the DTC Participants in accordance with their respective holdings shown on the records of DTC. Payments by DTC Participants and Indirect Participants to beneficial owners shall be governed by standing instructions of the beneficial owners and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name." Such payments shall be the sole responsibility of such DTC Participant or Indirect Participant and not of DTC, the City or the Paying Agent, subject to any statutory and regulatory requirements as may be in effect from time to time.

(k) The City and the Paying Agent cannot and do not give any assurances that DTC, the DTC Participants or the Indirect Participants will distribute to the beneficial owners of the Bonds (I) payments of principal or redemption price of or interest on the Bonds, (II) certificates representing an ownership interest or other confirmation of beneficial ownership interests in Bonds, or (III) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will do so on a timely basis or that DTC, DTC Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange

Commission, and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

(l) Neither the City nor the Paying Agent will have any responsibility or obligation to any DTC Participant, Indirect Participant or beneficial owner or any other person with respect to: (1) the Bonds; (2) the accuracy of any records maintained by DTC or any DTC Participant or Indirect Participant; (3) the payment by DTC or any DTC participant or Indirect Participant of any amount due to any beneficial owner in respect of the principal or redemption price of or interest on the Bonds; (4) the delivery by DTC or any DTC Participant or Indirect Participant of any notice to any beneficial owner which is required or permitted under the terms of this Resolution to be given to Bondholders; (5) the selection of the beneficial owners to receive payment in the event of any partial redemption of the bonds; or (6) any other action taken by DTC as Bondholder.

(m) DTC may determine to discontinue providing its service with respect to the Bonds at any time by giving notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In addition, the City may discontinue the book-entry only system for the Bonds at any time if it provides thirty (30) days' notice of such discontinuation to the Paying Agent and DTC that continuation of the book-entry only system is not in the best interests of the City. Upon the giving of such notice, the book-entry only system for the Bonds will be discontinued unless a successor securities depository is appointed by the City. In either of such events (unless the City appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability

on the part of the City, the Paying Agent or the Bond Registrar for the accuracy of such designation. Whenever DTC requests the City, the Paying Agent and the Bond Registrar to do so, the City, the Paying Agent and the Bond Registrar shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Section 5. The Bonds shall be issued in the aggregate principal amounts, shall be numbered consecutively within maturities, and shall mature on the dates, and in the amounts, and shall bear interest at the rates and require the amortization payments to the respective sinking funds hereinafter established, all as set forth in the schedules contained in the attached Schedule "A" of this Ordinance.

Section 6. The Bonds are subject to mandatory redemption prior to maturity from monies to be deposited in the respective sinking funds, upon payment of the principal amount together with interest to the date of such redemption, as set forth in Schedule "B" attached to this Ordinance.

Section 7. The Bonds shall be subject to redemption prior to maturity, at the option of the City, upon payment of the principal amount, together with accrued interest to the date fixed for redemption, as set forth in Schedule "C" attached to this Ordinance.

Section 8. (a) Bonds subject to redemption and issued in denominations larger than \$5,000 may be redeemed in part. For the purposes of redemption, such Bonds shall be treated as representing that number of Bonds which is obtained by dividing the denomination thereof by \$5,000, each \$5,000 portion of such Bonds being subject to redemption. In the case of partial redemption of such Bonds, payment of the redemption price shall be made only upon

surrender of the Bond in exchange for Bonds of like form, series and maturity, of authorized denominations in aggregate amount equal to the unredeemed portion thereof.

(b) Any redemption of Bonds pursuant to Section 8 and 9 above shall be made after notice by mailing by first class mail a notice thereof to the registered owners of all Bonds to be redeemed and to any bond insurer then insuring the Bonds, not less than thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption, or after waivers of such notice executed by the registered owners of all Bonds to be redeemed shall have been filed with the Paying Agent. Failure to mail any notice or any defect therein or in the mailing thereof, with respect to any particular Bond, shall not affect the validity of the proceedings for redemption of any other Bond. Any notice of redemption mailed in accordance with these requirements shall be conclusively presumed to have been duly given, whether or not such registered holder actually receives the notice. Notice having been so given or waived, and provision having been made for redemption from funds on deposit with the Paying Agent, all interest on the Bonds called for redemption accruing after the date fixed for redemption shall cease, and the registered owners of the Bonds called for redemption shall have no security, benefit or lien under this Ordinance or any right except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

(c) Any such notice shall be dated, shall be given in the name of the City, and shall state the following information:

(i) the identification numbers and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Bonds;

(iii) in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed;

(iv) the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vii) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent for the Bonds;

(d) In addition to the foregoing notice, further notice of any redemption of Bonds hereunder shall be given, at least two (2) business days in current of the mailed notice to Bondholders, by first class mail to all agencies or depositories to which notice is required by the Continuing Disclosure Agreement (as hereinafter defined), and to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being Depository Trust Company of New York, New York, Midwest Securities Trust Company of Chicago, Illinois, and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds (such as Financial Information Inc.'s "Daily Called Bond Service", Kenny Information Services' "Called Bond Service", Moody's "Municipal and Government", and Standard & Poor's "Called Bond Record"). Such further notice shall contain the information required in the notice to

Bondholders. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given to the Bondholders as prescribed above.

(e) If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the applicable corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for payment of the principal and interest upon such redemption shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of redemption.

(f) If at the time of mailing a notice of optional redemption the City shall not have deposited with the Paying Agent for the Bonds moneys 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 moneys with the Paying Agent not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Section 9. The Council of the City shall and does authorize the acceptance of the Proposal of Public Financial Management Inc. and their assignee for purchase of the Bonds, which Bonds shall be and are awarded to Public Financial Management Inc., in accordance with the terms of their Bond Purchase Contract, at private sale by negotiation, at a price of not less than 95% nor more than 115% of the principal amount, together with accrued interest from the date thereof to the date of delivery thereof, Public Financial Management Inc. covenanting to

submit their Bond Purchase Contract in accordance with provisions of the Act. The Mayor or Finance Director and City Clerk are authorized and directed to execute the awarded Bond Purchase Contract and any addendum thereto provided that the terms of the Bond Purchase Contract are such that the Required Savings level is achieved and Bond Parameters are met. In a manner consistent with this authorization the Mayor or Finance Director and City Clerk may accept the recommendation of the Financial Advisors with regards to the selection of the Bond Insurer and any mandatory redemption or other redemption provisions or terms. The Financing Study as submitted by the Financial Advisors is hereby accepted, approved and adopted. The Preliminary Official Statement in the form presented is hereby approved and distribution thereof and a final Official Statement when completed are hereby authorized.

Section 10. The Council of the City does hereby designate, subject to its acceptance, The Bank of New York Mellon, a banking institution having corporate trust offices in the City of Philadelphia, Pennsylvania, as the "Paying Agent" for purposes of the Bonds.

Section 11. The principal of and premium, if any, on the Bonds shall be payable at the corporate trust offices of The Bank of New York Mellon, located in Philadelphia, Pennsylvania or such other corporate trust office designated by the Paying Agent, in its capacity as Paying Agent, and interest thereon is payable by check mailed to the registered owner at the address shown on the registration books as of the close of business on the Record Date set forth elsewhere herein and in the face of the Bonds, in lawful moneys of the United States of America, without deduction of any tax or taxes now or hereafter levied or assessed thereon under any present or future law of the Commonwealth of Pennsylvania (the "Commonwealth"), which tax or taxes this City assumes and agrees to pay; provided, however, that the foregoing shall not be

applicable to gift, estate or inheritance taxes or to other taxes not levied or assessed directly on the Bonds or the interest paid thereon.

Section 12. The forms of the Bonds, and of the Paying Agent's Certificates of Authentication to be endorsed thereon, with appropriate insertions, omissions and variations, shall be substantially as set forth in Schedule "D" attached to this Ordinance.

Section 13. The Bonds shall be executed in the name of and on behalf of this City by the facsimile signatures of the Mayor and the President of City Council, respectively, and a facsimile of the official seal of this City shall be affixed thereunto. Bonds executed and bearing facsimile signatures as above provided may be issued and shall, upon request of the City, be authenticated by the Paying Agent, notwithstanding that one or more of the officers signing such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds. The Bank of New York Mellon, in its capacity as Paying Agent, hereby is authorized, requested and directed to authenticate the Bonds by execution of the Certificate of Authentication endorsed on the Bonds by a duly authorized officer. No Bonds shall be valid until the Certificate of Authentication shall have been duly executed by the Paying Agent, and such authentication shall be proof that the registered owner is entitled to the benefit of the Ordinance.

Section 14. The Bonds shall be issued only in registered form, without coupons. The Bonds may be exchanged for a like aggregate principal amount of the same series and maturity of other authorized denominations, and the following conditions, in addition to those set forth in the Bond forms, shall apply with respect thereto:

(a) The City shall keep, at a corporate trust office of the Paying Agent, books for the registration and transfer of the Bonds, and hereby appoints the Paying Agent its registrar and transfer agent to keep such books and make such registrations and transfers under such reasonable regulations of the City or the registrar and transfer agent may prescribe, and as set forth in the forms of Bonds herein. Registrations and transfers shall be at the expense of the City, but the Bondholder shall pay any taxes or other governmental charges on all registrations and transfers and shall pay any costs of insuring Bonds during shipment.

(b) Bonds may be transferred upon the registration books upon delivery to the Paying Agent of such Bond, accompanied by a written instrument or instruments of transfer, in form and with guaranty of signature satisfactory to the Paying Agent, duly executed by the owner of the Bonds to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bonds, and other information requested by the City pursuant to the Ordinance or by the Paying Agent in its regulations. No transfer of any Bond will be effective until entered on the registration books and until payment from the registered owner of all taxes and governmental charges incidental to such transfer is received.

(c) In all cases of the transfer of a Bond, the Paying Agent will enter the transfer of ownership in the registration books and, if requested, will authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the other provisions of this Ordinance.

(d) The City and the Paying Agent will not be required to issue or transfer or exchange any Bonds during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business day on which the applicable notice of redemption is given, or to transfer any Bonds which have been selected or called for redemption in whole or in part until after the redemption date.

(e) If any Bond shall become mutilated, the City shall execute and the Paying Agent shall thereupon authenticate and deliver a new Bond of like tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of such mutilated Bond for cancellation, and the City and the Paying Agent may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the City and the Paying Agent; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the City shall execute, and thereupon the Paying Agent shall authenticate and deliver, a new Bond of like tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the City may, with the consent of the Paying Agent, pay to the owner the principal amount of and accrued interest on such Bond upon the maturity thereof and the compliance with the aforesaid conditions by such owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this subsection shall constitute an additional contractual obligation of the City, whether or not the Bond to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued hereunder.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

(f) pending preparation of definitive Bonds, or by agreement with the purchasers of all Bonds, the City may issue and, upon its request, the Paying Agent shall authenticate in lieu of definitive Bonds one or more temporary printed or typewritten Bonds in denominations of \$5,000 and multiples thereof, of substantially the tenor recited above, in fully registered form. Upon request of the City, the Paying Agent shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same right, remedies and security hereunder as definitive Bonds.

Section 15. The City covenants to and with holders or registered owners of the Bonds which shall be outstanding, from time to time, pursuant to the Ordinance, that the City shall include the amount of the debt service, as set forth in the appropriate schedule annexed to Section 5 hereof, for each fiscal year of this City in which such sums are payable, in its budget for such fiscal year, shall appropriate such amounts to the payment of such debt service and duly

and punctually shall pay or shall cause to be paid not later than the due date thereof to the sinking fund hereinafter established the principal of each of the 2014 General Obligation Bonds and the interest thereon on the dates and place and in the manner stated therein according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this City shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Act, the foregoing covenant of this City shall be enforceable specifically.

Furthermore:

(a) There is created pursuant to Section 8221 of the Act, a sinking fund for the 2015A General Obligation Bonds, to be known as the "Sinking Fund-- General Obligation Bonds, Series A of 2015" or the "2014A General Obligation Bonds Sinking Fund", which sinking fund shall be administered in accordance with applicable provisions of the Act.

(b) From the funds deposited in the sinking fund, the Paying Agent, without further action of the City, is hereby authorized and directed to pay the principal of and interest on the Bonds, and the City hereby covenants that such monies, to the extent required, will be applied to such purpose, as follows: The Paying Agent shall pay all interest on the Bonds as and when the same shall become due and payable and the principal on all Bonds, as and when such Bonds shall mature by their express terms, or by reason of selection by lot under any mandatory redemption provisions applicable thereto.

(c) The Paying Agent from time to time, may invest and/or deposit money which shall be in its possession hereunder and which shall not be required for application to payment of principal and/or interest with respect to the Bonds, in such manner as may be permitted by applicable laws of the Commonwealth, for such period of time as will not affect

adversely the availability of such money as and when required for application to payment of principal and/or interest with respect to the Bonds for the account and benefit of the City; provided, however, that no such investment and/or deposit shall be made which, in any manner: (1) may impair the principal amount thereof; or (2) may cause the Bonds issued by the City under this Ordinance to be "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended, including applicable regulations promulgated, from time to time, in connection therewith and pursuant thereto.

(d) If at any time the Paying Agent shall hold in the sinking fund for the monies which are in excess of those required to provide for the payment of interest previously due, and principal on the Bonds, already matured though not yet presented, and such excess monies shall not be required within thirty (30) days to meet the payment of interest on, and principal of the Bonds, next maturing or to be called for mandatory redemption; and the City shall not otherwise be in default hereunder; then in that event the Paying Agent shall, upon direction from the City, utilize such excess funds for the purchase of any of the Bonds, as shall be available for purchase, at the lowest available price, but in no case at more than par, with accrued interest to the date of the purchase.

(e) All monies deposited in the sinking fund for the payment of the Bonds and interest thereon, which have not been claimed by the owners thereof after two years from the date when 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 holders of unrepresented Bonds.

Section 16. The City appoints The Bank of New York Mellon as the Sinking Fund Depository with respect to the 2014A General Obligation Bonds Sinking Fund and the 2014B General Obligation Bonds Sinking Fund, created pursuant to Section 15 of this Ordinance.

Section 17. The following additional terms and conditions shall apply, as appropriate, to the Bonds:

(a) Should the City fail to provide the Paying Agent with sufficient funds, payable to the appropriate sinking fund, at appropriate intervals, so as to enable the Paying Agent to pay the principal and interest on the Bonds as and when due, or should the City, through the Paying Agent, fail to make such payments as and when due, or should the City fail to perform any other covenant or condition contained in this Ordinance and running to the benefit of the holders or registered owners of the Bonds, or contained in the Act as applicable to the Bonds, such failure shall constitute a default by the City, and the registered owners of the Bonds shall be entitled to all the rights and remedies provided by the Act in the event of default. If any such default occurs, the Paying Agent may, and upon written request of the owner of 25 per cent of the aggregate principal amount of the Bonds then outstanding accompanied by indemnity in such form and in such amount as the Paying Agent shall designate or a Court of competent jurisdiction shall set and establish, shall bring suit upon the Bonds, or by other appropriate legal or equitable action restrain or enjoin any acts by the City which may be unlawful or in violation of the rights of the owners of the Bonds.

(b) With respect to the Bonds hereunder, all such Bonds which shall be paid, purchased or redeemed by the City or the Paying Agent pursuant to the terms and

provisions of this Ordinance shall be canceled and cremated or otherwise destroyed by the Paying Agent, which shall then furnish the City with a Certificate of Cremation or Destruction.

(c) The Bonds hereunder shall be deemed to be no longer outstanding if provision for payment at maturity or at redemption, such redemption having been irrevocably undertaken, shall have been made in a manner authorized under Section 8250(b) of the Act.

(d) With respect to the Bonds hereunder, the City may from time to time and at any time, adopt a supplemental ordinance in order to: (1) cure any ambiguity or formal defect or omission in this Ordinance or in any supplemental ordinance or (2) grant to or confer upon the owners of the Bonds any additional rights, remedies, powers, authority, or security that may be lawfully granted to or conferred upon them. This Ordinance may also be amended or modified from time to time, except with respect to the principal or interest payable upon the Bonds, or with respect to the dates of maturity or redemption provisions of the Bonds, and in the case of any such permitted amendment or modification, a certified copy of the same shall be filed with the Paying Agent, following approval in writing by the owners of not less than 51 percent in principal amount of the Bonds then outstanding, other than Bonds provision for payment or redemption of which has been made prior to the effective date thereof as provided in sub-section (c) above, and the written consent of any municipal bond insurance company then insuring the Bonds.

(e) So long as the Bonds shall be insured as to payment to any extent by the bond insurer ("Bond Insurer"), the City authorizes, directs and accepts the purchase of a Bond Insurance Policy upon the terms and conditions set forth by the Bond Insurer in its commitment letter and in accordance with the terms of the Bond Purchase Agreement awarded

and incorporated in Schedule "G". The statement of insurance set forth by the Bond Insurer is hereby accepted and it is directed that such statement of insurance shall be included with the Bonds. The Ordinance may be amended or deemed amended by Supplemental Ordinance to satisfy the requirements of the Bond Insurance Policy and Bond Insurer, from time to time, if necessary.

Section 18. The Mayor and the Finance Director, respectively, of this City, which shall include their duly qualified successors in office, if applicable, are authorized and directed as appropriate; (a) to prepare, to certify and to file the debt statement required by Section 8110 of the Act; (b) to prepare and file, as required with the Department of Community and Economic Development (the "Department") of the Commonwealth, statements required by Section 8024, 8025 or 8026 of the Act, which are necessary to qualify certain nonelectoral and lease rental debt of this City and, if necessary, the debt which will be evidenced by the Bonds to be issued hereunder, and in particular that portion of the Bonds related to the Sewer Improvements and Water Improvements, as subsidized, excluded or self-liquidating debt; (c) to prepare, execute and to file the application with the Department, together with a complete and accurate transcript of the proceedings relating to the incurring of debt, of which debt the Bonds, upon issue, will be evidence, as required by Section 8111 of the Act; (d) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; and (e) to take other required necessary and/or appropriate action.

Section 19. The Mayor and the Finance Director, respectively, of this City are authorized and directed to contract with The Bank of New York Mellon, for its services as Sinking Fund Depository and as Paying Agent in connection with the Bonds, and with the bond

insurer (the "Bond Insurer") designated in the attached Schedule "E", if any, and are authorized and directed to execute on behalf of the City at the appropriate time, a Paying Agent Agreement with U.S. Bank National Association, as Paying Agent for the Bonds, a Continuing Disclosure Certificate, and a commitment to purchase bond insurance from the Bond Insurer. The Mayor and the Finance Director are authorized to approve payment by the Paying Agent at settlement on the sale of the Bonds of all costs and expenses incidental to such issuance and sale including the bond insurance premium due any Bond Insurer.

Section 20. It is declared that the debt to be incurred by the issuance of the Bonds hereby, together with any other indebtedness of the City, is not in excess of any limitation imposed by the Act upon the incurring of non-electoral debt by the City.

Section 21. Proper officers of the City are authorized and directed to deliver the Bonds upon execution and authentication thereof as provided for herein, to the Investment Bankers, but only upon receipt of proper payment of the balance due therefore, and only after the Department has certified its approval pursuant to Section 8204 of the Act.

Section 22. (a) The City hereby covenants with the registered owners, from time to time, of the Bonds that no part of the proceeds of the Bonds or of any moneys on deposit with the Paying Agent and Sinking Fund Depository hereunder will be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 (the "Code") and the Regulations thereunder (the "Regulations") proposed or in effect at the time of such use and applicable to the Bonds, and

that it will comply with the requirements of that section of the Code and the Regulations throughout the term of the Bonds.

(b) If the gross proceeds of the Bonds are invested at a yield greater than the applicable yield on the bonds and are not expended within six months from the date of issuance, or within eighteen (18) months therefrom if Section 1.148-7(d) of the Regulations shall be applicable, or within two (2) years therefrom if Section 148(f)(4)(B)(iv)(II) of the Code shall be applicable, the City covenants that it will "Rebate" to the U.S. Treasury, at the times and in the manner required by the Code, all investment income derived from investing the proceeds of the Bonds in an amount which exceeds the amount which would have been derived from the investment of the proceeds of the Bonds at a yield not in excess of the yield on the Bonds. Provided however, that the Mayor and the Finance Director are hereby authorized on behalf of the City to exercise an election to pay, in lieu of Rebate, a penalty pursuant to Section 148(f)(4)(B)(iv)(V) of the Code, which election, if made in their discretion, shall be contained in the City's Non-Arbitrage Certificate with respect to the Bonds issued at closing thereon, and shall thereupon become binding upon the City, in which case the City shall pay the appropriate penalties, as applicable, as and when due, in lieu of Rebate.

Section 23. (a) The City covenants that, concurrently with the delivery of the Bonds to the Underwriter, there will be paid over to and for the account of the Paying Agent for the 2003 Bonds ("2003 Paying Agent") by the City an amount of money which, together with other available monies, will be sufficient to provide necessary funds to enable the 2003 Paying Agent to provide necessary funds to pay the interest and principal at redemption on the Redemption Date for those 2003 Bonds being refunded and for the costs of retirement on such

date of the 2003 Bonds then outstanding and being refunded in accordance with the Refunding Program.

(b) The City covenants that, concurrently with the delivery of the Bonds to the Underwriter, there will be paid over to and for the account of the Paying Agent for the 2004 Bonds ("2004 Paying Agent") by the City an amount of money which, together with other available monies, will be sufficient to provide necessary funds to enable the 2004 Paying Agent to provide necessary funds to pay the interest and principal at redemption on the Redemption Date for those 2004 Bonds being refunded and for the costs of retirement on such date of the 2004 Bonds then outstanding and being refunded in accordance with the Refunding Program.

(c) The City covenants that, concurrently with the delivery of the Bonds to the Underwriter, there will be paid over to and for the account of the Paying Agent for the 2011 Bonds ("2011 Paying Agent") by the City an amount of money which, together with other available monies, will be sufficient to provide necessary funds to enable the 2011 Paying Agent to provide necessary funds to pay the interest and principal at redemption on the Redemption Date for those 2011 Bonds being refunded and for the costs of retirement on such date of the 2011 Bonds then outstanding and being refunded in accordance with the Refunding Program.

(d) The City further covenants that the Bonds will not be delivered to the underwriters of the Bonds unless and until the City prior to or concurrently with such delivery, shall have taken or shall take all action as shall be necessary and/or appropriate to implement and effectuate provisions for the aforesaid defeasance of the 2003 Bonds, 2004 Bonds and 2011 Bonds being refunded pursuant to the Refunding Program. The intent and purpose of the foregoing is to insure that the City will take such action and will cause such action to be taken

and will do such things and will cause the 2003 Bonds Paying Agent, 2004 Bonds Paying Agent and 2011 Bonds Paying Agent to do such things, prior to or concurrently with delivery of the refunding portion of the Bonds, as shall be necessary and/or appropriate to implement and effectuate provision of the aforesaid defeasance of the 2003 Bonds, 2004 Bonds and 2011 Bonds so that simultaneously with delivery of the refunding portion of the Bonds to the Underwriter, for purposes of the Act, such 2003 Bonds, 2004 Bonds and 2011 Bonds no longer shall be considered to be outstanding, and the City shall be deemed to have made appropriate provisions for the retirement of the outstanding non-electoral debt which was evidenced thereby.

(e) To the extent required, the City shall enter into any appropriate escrow agreements with the 2011 Bonds Paying Agent (“Escrow Agent”), to cause and require the Escrow Agent to take actions necessary in order to carry out the Refunding Program.

(f) There is created pursuant to Section 8221 of the Act, sinking funds for the 2003 Bonds to be refunded under a 2011 Bonds Escrow Agreement to be known as the “Escrow Fund”, which sinking funds shall be administered in accordance with the Act.

(g) The Bank of New York, or its successors, is hereby designated as Escrow Agent under the Escrow Agreement and as Sinking Fund Depository for the Escrow Fund under the Escrow Agreement;

(h) The President or Vice President of the Council or Finance Director, which shall include their duly qualified succession office, or any representative of the Underwriter are authorized and directed to execute any required subscriptions or other orders for the purchase of the investments to be purchased pursuant to the Refunding Program under the 2011 Escrow Agreement, or otherwise and to cause such orders, or subscriptions to be delivered promptly to the Federal Reserve Bank or other issuer or supplier.

Section 24. The City hereby covenants that the proceeds of the Bonds allocated to the Refunding Program shall, after the payment of costs and expenses with respect to the issuance of the Bonds, be deposited with the Escrow Agent for the 2011 Bonds under the Escrow Agreement between the City and the Escrow Agent, respectively, to provide the appropriate and required funds, to refund the 2011 Bonds being refunded pursuant to the Refunding Program. The City further covenants that the principal amount of such funds so deposited, and the interest to be earned thereby, together with any other available funds deposited thereunder, shall be adequate with respect to the 2011 Bonds to make all payments of interest as due, and principal at maturity or redemption, according to the Refunding Program. The City further covenants that the amounts so deposited with said 2011 Bonds Paying Agents/Escrow Agent as aforesaid or as otherwise paid to the Paying Agent/Escrow Agent shall also be adequate to pay all fees for the services to be performed by the 2011 Bonds Paying Agent/Escrow Agent, including the retirement of the 2011 Bonds when called for redemption or the City will pay such costs and any other incidental costs and expenses.

Section 25. The City covenants that any Escrow Agreement to be entered into between the City and the Escrow Agent shall require the Escrow Agent to utilize the proceeds and any other funds available, and any other funds to be deposited thereunder for the purpose, and that such total funds will be adequate, to purchase the Investments as set forth in the schedules attached to the Financing Study and/or the Refunding Program of the Underwriter accepted under this Resolution, and as attached to the 2011 Bonds Escrow Agreement. The said Escrow Agreement shall provide that the Escrow Agent will, without further direction from the City, pay from the Refunding Investment Revenues derived by way of interest to and principal at maturity on the Investments and other available monies, as above required, the interest due and principal

at maturity or at redemption on the 2011 Bonds, to the extent of the funds available. The 2011 Escrow Agreement shall be substantially in the form set forth in Schedule "G" hereof.

Section 26. The City does hereby authorize and direct the issuance of irrevocable instructions (the "Irrevocable Instructions") to the Paying Agent for the 2003 Bonds, 2004 Bonds and 2011 Bonds called for the redemption for those 2003 Bonds, 2004 Bonds and 2011 Bonds being refunded such instructions and the notices of redemption to be given thereby to be in substantially the forms set forth in Schedule "F".

Section 27. The City does hereby covenant and agree, for the benefit of the holders of the Bonds from time to time, that it will comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission ("SEC") with respect to municipal securities disclosure, and will execute and comply with an appropriate Continuing Disclosure Certificate as approved by counsel as long as the Bonds are outstanding.

Section 28. The City and the Paying Agent shall notify any Bond Insurer as soon as possible but in all events within the time period specified by the Bond Insurer after such entity has received notice or has knowledge of (i) an Event of Default; or (ii) the failure to make any required deposit to the sinking funds for the Bonds to pay principal or interest when due.

Any notice that is required to be given to Bondholders or the Paying Agent pursuant to the Ordinance or any Supplemental Ordinance shall also be provided to Bond Insurer. All notices required to be given to the Bond Insurer under this Ordinance shall be in writing and shall be sent by registered or certified mail.

Section 29. In the event that any provision, section, sentence, clause or part of this Ordinance shall be held invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the City that such remainder shall be and shall remain in full force and effect.

Section 30. All ordinances or parts of ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

Section 31. This Ordinance shall be effective in accordance with Section 8003 of the Act.

DULY ENACTED this 3rd day of December, 2014, by the Council of the City of Allentown, Lehigh County, Pennsylvania, in lawful session duly assembled.

CITY OF ALLENTOWN

BY: _____
(Vice) President of Council

ATTEST:

City Clerk

(SEAL)

Examined and approved by me this 3rd day of December, 2014.

Mayor of the City of Allentown
Lehigh County, Pennsylvania

I hereby certify that the foregoing Ordinance was passed by the City Council and signed by his Honor the Mayor on December 3, 2014.

City Clerk

Long Term Bond Issue

Cap Proj

2008 1) ESCO Project \$3,000,000

1748 2) City-wide Paving \$2,500,000

2009 3) Large Equipment (includes Public Works & Liquid Fuels) \$3,000,000

2201 4) City Wide Pools \$3,000,000

5) PennDot Related Projects \$1,626,000

1232 Gordon St Bridge #####

1281 Chew Street #####

1282 Hamilton 10th-15th #####

1283 Hamilton 4th-6th #####

1284 Mack Blvd Traffic #####

6) Public Works Projects

2007 Building Repairs \$500,000

1624 Roof Replacements \$250,000

1238 19th Street Improvements \$300,000

1753 American Parkway- Electric \$105,000

1225 Phase 1 Traffic Light Upgrades \$200,000

2004 Livingston Watershed \$200,000

1803 Bridge Repairs- Schreibers Bridge \$150,000

2005 Jefferson St. Pedestrian Flasher \$169,000

Total \$15,000,000

Schedule 1

\$18,000,000
 CITY OF ALLENTOWN
 GENERAL OBLIGATION BONDS, SERIES A OF 2015
MAXIMUM DEBT SCHEDULE

DATE	MAXIMUM PRINCIPAL	MAXIMUM RATE (1)	INTEREST	SEMI-ANNUAL DEBT SERVICE	PROPOSED FISCAL YEAR DEBT SERVICE
8/1/2015			531,000.00	531,000.00	531,000.00
2/1/2016			540,000.00	540,000.00	
8/1/2016	175,000	6.000	540,000.00	715,000.00	1,255,000.00
2/1/2017			534,750.00	534,750.00	
8/1/2017	425,000	6.000	534,750.00	959,750.00	1,484,500.00
2/1/2018			522,000.00	522,000.00	
8/1/2018	425,000	6.000	522,000.00	947,000.00	1,469,000.00
2/1/2019			509,250.00	509,250.00	
8/1/2019	425,000	6.000	509,250.00	934,250.00	1,443,500.00
2/1/2020			496,500.00	496,500.00	
8/1/2020	460,000	6.000	496,500.00	946,500.00	1,443,000.00
2/1/2021			483,000.00	483,000.00	
8/1/2021	450,000	6.000	483,000.00	933,000.00	1,418,000.00
2/1/2022			469,500.00	469,500.00	
8/1/2022	450,000	6.000	469,500.00	919,500.00	1,398,000.00
2/1/2023			456,000.00	456,000.00	
8/1/2023	450,000	6.000	456,000.00	906,000.00	1,362,000.00
2/1/2024			442,500.00	442,500.00	
8/1/2024	475,000	6.000	442,500.00	917,500.00	1,360,000.00
2/1/2025			428,250.00	428,250.00	
8/1/2025	475,000	6.000	428,250.00	903,250.00	1,331,500.00
2/1/2026			414,000.00	414,000.00	
8/1/2026	500,000	6.000	414,000.00	914,000.00	1,328,000.00
2/1/2027			399,000.00	399,000.00	
8/1/2027	500,000	6.000	399,000.00	899,000.00	1,288,000.00
2/1/2028			384,000.00	384,000.00	
8/1/2028	525,000	6.000	384,000.00	908,000.00	1,293,000.00
2/1/2029			369,250.00	369,250.00	
8/1/2029	525,000	6.000	369,250.00	893,250.00	1,261,500.00
2/1/2030			352,500.00	352,500.00	
8/1/2030	525,000	6.000	352,500.00	877,500.00	1,230,000.00
2/1/2031			336,750.00	336,750.00	
8/1/2031	525,000	6.000	336,750.00	861,750.00	1,198,500.00
2/1/2032			321,000.00	321,000.00	
8/1/2032	550,000	6.000	321,000.00	871,000.00	1,192,000.00
2/1/2033			304,500.00	304,500.00	
8/1/2033	575,000	6.000	304,500.00	879,500.00	1,184,000.00
2/1/2034			287,250.00	287,250.00	
8/1/2034	600,000	6.000	287,250.00	867,250.00	1,174,500.00
2/1/2035			269,250.00	269,250.00	
8/1/2035	625,000	6.000	269,250.00	894,250.00	1,163,500.00
2/1/2036			250,500.00	250,500.00	
8/1/2036	650,000	6.000	250,500.00	900,500.00	1,151,000.00
2/1/2037			231,000.00	231,000.00	
8/1/2037	700,000	6.000	231,000.00	931,000.00	1,182,000.00
2/1/2038			210,000.00	210,000.00	
8/1/2038	725,000	6.000	210,000.00	935,000.00	1,145,000.00
2/1/2039			188,250.00	188,250.00	
8/1/2039	775,000	6.000	188,250.00	963,250.00	1,151,500.00
2/1/2040			165,000.00	165,000.00	
8/1/2040	825,000	6.000	165,000.00	990,000.00	1,155,000.00
2/1/2041			140,250.00	140,250.00	
8/1/2041	850,000	6.000	140,250.00	990,250.00	1,130,500.00
2/1/2042			114,750.00	114,750.00	
8/1/2042	900,000	6.000	114,750.00	1,014,750.00	1,129,500.00
2/1/2043			87,750.00	87,750.00	
8/1/2043	960,000	6.000	87,750.00	1,037,750.00	1,125,500.00
2/1/2044			59,250.00	59,250.00	
8/1/2044	975,000	6.000	59,250.00	1,034,250.00	1,093,500.00
2/1/2045			30,000.00	30,000.00	
8/1/2045	1,000,000	6.000	30,000.00	1,030,000.00	1,060,000.00
TOTALS	18,000,000		20,121,030.00	38,121,000.00	38,121,000.00

(1) Assumes a Maximum Interest Rate of 6.00%

SCHEDULE "A-1"

\$14,000,000
 CITY OF ALLENTOWN
 GENERAL OBLIGATION BONDS, SERIES B OF 2015
MAXIMUM DEBT SCHEDULE

Date	Maximum Principal	Maximum Rate [1]	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service
10/1/2015	500,000	6.000	553,000.00	1,053,000.00	1,053,000.00
4/1/2016			405,000.00	405,000.00	
10/1/2016	800,000	6.000	405,000.00	1,205,000.00	1,610,000.00
4/1/2017			361,000.00	361,000.00	
10/1/2017	950,000	6.000	361,000.00	1,331,000.00	1,712,000.00
4/1/2018			352,500.00	352,500.00	
10/1/2018	975,000	6.000	352,500.00	1,327,500.00	1,680,000.00
4/1/2019			323,250.00	323,250.00	
10/1/2019	975,000	6.000	323,250.00	1,298,250.00	1,621,500.00
4/1/2020			294,000.00	294,000.00	
10/1/2020	725,000	6.000	294,000.00	1,019,000.00	1,313,000.00
4/1/2021			272,250.00	272,250.00	
10/1/2021	725,000	6.000	272,250.00	997,250.00	1,269,500.00
4/1/2022			250,500.00	250,500.00	
10/1/2022	760,000	6.000	250,500.00	1,000,500.00	1,261,000.00
4/1/2023			228,000.00	228,000.00	
10/1/2023	750,000	6.000	228,000.00	978,000.00	1,206,000.00
4/1/2024			205,500.00	205,500.00	
10/1/2024	775,000	6.000	205,500.00	980,500.00	1,186,000.00
4/1/2025			182,250.00	182,250.00	
10/1/2025	450,000	6.000	182,250.00	632,250.00	814,500.00
4/1/2026			168,750.00	168,750.00	
10/1/2026	450,000	6.000	168,750.00	618,750.00	787,500.00
4/1/2027			155,250.00	155,250.00	
10/1/2027	475,000	6.000	155,250.00	630,250.00	785,500.00
4/1/2028			141,000.00	141,000.00	
10/1/2028	475,000	6.000	141,000.00	616,000.00	757,000.00
4/1/2029			126,750.00	126,750.00	
10/1/2029	500,000	6.000	126,750.00	626,750.00	753,500.00
4/1/2030			111,750.00	111,750.00	
10/1/2030	500,000	6.000	111,750.00	611,750.00	723,500.00
4/1/2031			96,750.00	96,750.00	
10/1/2031	500,000	6.000	96,750.00	598,750.00	693,500.00
4/1/2032			81,750.00	81,750.00	
10/1/2032	525,000	6.000	81,750.00	606,750.00	688,500.00
4/1/2033			66,000.00	66,000.00	
10/1/2033	525,000	6.000	66,000.00	591,000.00	657,000.00
4/1/2034			50,250.00	50,250.00	
10/1/2034	550,000	6.000	50,250.00	600,250.00	650,500.00
4/1/2035			33,750.00	33,750.00	
10/1/2035	550,000	6.000	33,750.00	583,750.00	617,500.00
4/1/2036			17,250.00	17,250.00	
10/1/2036	575,000	6.000	17,250.00	592,250.00	609,500.00
TOTALS	14,000,000		8,440,000.00	22,440,000.00	22,440,000.00

[1] Assumes a Maximum Interest Rate of 6.00%

SCHEDULE "A-2"

MANDATORY REDEMPTION

Any mandatory redemption provisions for the Bonds shall be mutually agreed upon by the parties.

SCHEDULE "B"

OPTIONAL REDEMPTION

The optional redemption provisions for the Bonds shall be mutually agreed upon by the parties.

SCHEDULE "C"

REGISTERED

REGISTERED

NUMBER

\$ _____

GOB-1

UNITED STATES OF AMERICA
 COMMONWEALTH OF PENNSYLVANIA
 CITY OF ALLENTOWN
 LEHIGH COUNTY
 GENERAL OBLIGATION BONDS, SERIES A OF 2015

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date of Series</u>	<u>CUSIP</u>
_____ %	_____, ____	_____, ____	_____

The CITY OF ALLENTOWN, Lehigh County, Pennsylvania (the "City"), a body corporate and politic existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, promises to pay to the order of CEDE & CO., or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the sum of

_____ THOUSAND DOLLARS

and to pay semiannually on _____ and _____ of each year, beginning _____, 2015, to the registered owner hereof, interest on said principal sum, at the rate per annum stated hereon, from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to _____, 2015, in which event this Bond shall bear interest from _____, 2015, or unless, as shown by the records of the Paying Agent

hereinafter interest from the date on which interest was last paid on this Bond, until said principal sum is paid.

This Bond is one of a series of bonds of the City, known generally as "General Obligation Bonds, Series A of 2015" (the "Bonds"), stated to mature in each of the years _____ through _____ inclusive in the aggregate principal amount of _____ Million _____ Thousand Dollars (\$ _____) authorized pursuant to an ordinance (the "Ordinance") of the City finally enacted December 3, 2014. The proceeds of sale of the Bonds will be utilized to fund the Projects of the City as defined in the Ordinance.

The Bonds constitute general obligations of the City payable from its general revenues. The City has covenanted, in the Ordinance, to and with registered owners, from time to time, of the Bonds that shall be outstanding, that the City: (i) shall include the amount of the debt service for such Bonds, for each fiscal year of the City in which such sums are payable, in its budget for that fiscal year, (ii) shall appropriate such amounts from its general revenues for the payment of such debt service, and (iii) shall duly and punctually pay or cause to be paid from the appropriate sinking fund established with the Paying Agent under the Ordinance or any other of its revenues or funds, the principal of each of such Bonds and the interest thereon on the dates and at the place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the City has pledged and does pledge, irrevocably, its full faith, credit and taxing power. The Paying Agent is required to pay from the sinking fund the principal of and interest on the Bonds as the same shall become due and payable.

Bonds maturing on or after _____, are subject to redemption prior to maturity, at the option of the City, as a whole on _____, or on any date thereafter, or, in part on _____, or on any date thereafter, as directed by the City, and by lot within a maturity, allowing sufficient time for notice as required hereafter, unless waived, in each case upon payment of the principal amount, together with accrued interest to the date fixed for redemption.

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act (the "Act") of the Commonwealth and by virtue of the Ordinance. The Act, as such shall have been in effect when the Bonds were authorized, and the Ordinance shall constitute a contract between the City and registered owners, from time to time, of the Bonds.

The interest on this Bond, which is payable by check drawn on The Bank of New York Mellon Trust Company, N.A., as paying agent, or its successors (the "Paying Agent"), and the principal of and premium, if any, on this Bond, which are payable upon surrender, are payable in lawful money of the United States of America at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the last day of the month next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the City shall be in default in payment of interest due on such interest payment date. In the event of such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at

the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing.

If any interest payment date or redemption date for the Bonds shall be a Saturday, Sunday or legal holiday or a day on which such banking institutions in the city where the corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for payment of such principal of or interest on the Bonds or amount due at redemption shall be the next succeeding day which is not a Saturday, Sunday or legal holiday or day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. The City and the Paying Agent shall not be required (a) to issue or transfer or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given or (b) to transfer or exchange any portion of any Bond selected for redemption until after the redemption date.

Bonds may be exchanged for like aggregate principal amount of Bonds of other authorized denominations, of the same series and maturity. This Bond may be transferred

or exchanged by the registered owner hereof upon surrender of this Bond to the Paying Agent, at its corporate trust office in Philadelphia, Pennsylvania, accompanied by a written instrument or instruments of transfer in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same series and maturity and form for the aggregate amount which the registered owner is entitled to receive at the earliest practicable time. The City and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City and the Paying Agent shall not be affected by any notice to the contrary.

If this Bond is subject to redemption and is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of any such redemption, this Bond shall be treated as representing that number of Bonds which is obtained by dividing the denomination hereof by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of like form, series and maturity, of authorized denominations in aggregate amount equal to the unredeemed portion hereof.

Any such redemption (if applicable) shall be made after notice by mailing by first class mail a notice thereof to the registered owners of all Bonds to be redeemed and to any bond insurer then insuring the Bonds, not more than forty-five (45) days nor less than thirty (30) days prior to the date fixed for redemption, at the address shown on the registration books, or after waivers of such notice executed by the registered owners of all Bonds to be redeemed shall have been filed with the Paying Agent, all as provided for in the Ordinance. Failure to mail any notice or any defect therein or in the mailing thereof, with respect to any particular Bond, shall not affect the validity of the proceedings for redemption of any other Bond.

Any notice of redemption mailed in accordance with these requirements shall be conclusively presumed to have been duly given, whether or not such registered holder actually received the notice. Notice having been so given or waived, and provision having been made for redemption from funds on deposit with the Paying Agent, all interest on the Bonds or portions thereof called for redemption accruing after the date fixed for redemption shall cease, and the registered owners of the Bonds or portions thereof called for redemption shall have no security, benefit or lien under the Ordinance or any right except to receive payment of the principal of and accrued interest on such Bonds or portions thereof to the date fixed for redemption.

If at the time of mailing a notice of optional redemption the City shall not have deposited with the Paying Agent for the Bonds moneys 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 moneys with the Paying Agent not later than the opening of

business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Bond, together with any other indebtedness of the City, is not in excess of any limitation imposed by the Act upon the incurring of debt by the City.

This Bond shall not be entitled to any benefit under the Ordinance nor shall it be valid, obligatory or enforceable for any purpose until this Bond shall have been authenticated by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the signature or the facsimile signature of the Mayor and the President of City Council, attested by the signature or facsimile signature of the City Clerk, and the seal or a facsimile of its seal to be affixed hereto, all as of _____.

ATTEST:

CITY OF ALLENTOWN

BY: _____
City Clerk

BY: _____
Mayor

BY: _____
President of City Council

(SEAL)

STATEMENT OF INSURANCE

{00186241}

SCHEDULE "D1-9"

CERTIFICATE OF AUTHENTICATION AND
CERTIFICATE AS TO OPINION AND
CERTIFICATE AS TO STATEMENT OF INSURANCE

It is certified that:

(i) This Bond is one of the Bonds described in the within mentioned Ordinance;

(ii) The text of the opinion printed upon this Bond is a true and correct copy of the text of an original opinion issued by King, Spry, Herman, Freund & Faul, LLC, dated and delivered on the date of the original delivery of, and payment for, such Bonds that is on file at our corporate trust office in Philadelphia, Pennsylvania, where the same may be inspected;

(iii) The original or a copy of the municipal bond insurance policy of _____, referred to in the statement of insurance printed upon this Bond, is on file at our corporate trust office in Philadelphia, Pennsylvania where the same may be inspected.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
Paying Agent

Authentication Date

By: _____
Authorized Representative

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, _____ (the
"Transferor"), hereby sells, assigns and transfers unto
_____ (the "Transferee")

Name
Address

Social Security or Federal Employer Identification No. _____ the
within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ as attorney to
transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

Date: _____

NOTICE: No transfer will be made in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Numbers and date of the trust and the name of the trustee should be supplied.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

REGISTERED

REGISTERED

NUMBER

\$ _____

GOB-1

UNITED STATES OF AMERICA
 COMMONWEALTH OF PENNSYLVANIA
 CITY OF ALLENTOWN
 LEHIGH COUNTY
 GENERAL OBLIGATION BONDS, SERIES B OF 2015

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date of Series</u>	<u>CUSIP</u>
_____ %	_____, ____	_____, ____	_____

The CITY OF ALLENTOWN, Lehigh County, Pennsylvania (the "City"), a body corporate and politic existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, promises to pay to the order of CEDE & CO., or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the sum of

_____ THOUSAND DOLLARS

and to pay semiannually on _____ and _____ of each year, beginning _____, 2015, to the registered owner hereof, interest on said principal sum, at the rate per annum stated hereon, from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to _____, 2015, in which event this Bond shall bear interest from _____, 2015, or unless, as shown by the records of the Paying Agent

hereinafter interest from the date on which interest was last paid on this Bond, until said principal sum is paid.

This Bond is one of a series of bonds of the City, known generally as "General Obligation Bonds, Series B of 2015" (the "Bonds"), stated to mature in each of the years _____ through _____ inclusive in the aggregate principal amount of _____ Million _____ Thousand Dollars (\$ _____) authorized pursuant to an ordinance (the "Ordinance") of the City finally enacted December 3, 2014. The proceeds of sale of the Bonds will be utilized to fund the Refunding Program as defined in the Ordinance.

The Bonds constitute general obligations of the City payable from its general revenues. The City has covenanted, in the Ordinance, to and with registered owners, from time to time, of the Bonds that shall be outstanding, that the City: (i) shall include the amount of the debt service for such Bonds, for each fiscal year of the City in which such sums are payable, in its budget for that fiscal year, (ii) shall appropriate such amounts from its general revenues for the payment of such debt service, and (iii) shall duly and punctually pay or cause to be paid from the appropriate sinking fund established with the Paying Agent under the Ordinance or any other of its revenues or funds, the principal of each of such Bonds and the interest thereon on the dates and at the place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the City has pledged and does pledge, irrevocably, its full faith, credit and taxing power. The Paying Agent is required to pay from the sinking fund the principal of and interest on the Bonds as the same shall become due and payable.

Bonds maturing on or after _____, are subject to redemption prior to maturity, at the option of the City, as a whole on _____, or on any date thereafter, or, in part on _____, or on any date thereafter, as directed by the City, and by lot within a maturity, allowing sufficient time for notice as required hereafter, unless waived, in each case upon payment of the principal amount, together with accrued interest to the date fixed for redemption.

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act (the "Act") of the Commonwealth and by virtue of the Ordinance. The Act, as such shall have been in effect when the Bonds were authorized, and the Ordinance shall constitute a contract between the City and registered owners, from time to time, of the Bonds.

The interest on this Bond, which is payable by check drawn on The Bank of New York Mellon Trust Company, N.A., as paying agent, or its successors (the "Paying Agent"), and the principal of and premium, if any, on this Bond, which are payable upon surrender, are payable in lawful money of the United States of America at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the last day of the month next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the City shall be in default in payment of interest due on such interest payment date. In the event of such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at

the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing.

If any interest payment date or redemption date for the Bonds shall be a Saturday, Sunday or legal holiday or a day on which such banking institutions in the city where the corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for payment of such principal of or interest on the Bonds or amount due at redemption shall be the next succeeding day which is not a Saturday, Sunday or legal holiday or day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. The City and the Paying Agent shall not be required (a) to issue or transfer or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given or (b) to transfer or exchange any portion of any Bond selected for redemption until after the redemption date.

Bonds may be exchanged for like aggregate principal amount of Bonds of other authorized denominations, of the same Series Bond maturity. This Bond may be

transferred or exchanged by the registered owner hereof upon surrender of this Bond to the Paying Agent, at its corporate trust office in Philadelphia, Pennsylvania, accompanied by a written instrument or instruments of transfer in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same Series Bond maturity and form for the aggregate amount which the registered owner is entitled to receive at the earliest practicable time. The City and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City and the Paying Agent shall not be affected by any notice to the contrary.

If this Bond is subject to redemption and is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of any such redemption, this Bond shall be treated as representing that number of Bonds which is obtained by dividing the denomination hereof by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of like form, Series Bond maturity, of authorized denominations in aggregate amount equal to the unredeemed portion hereof.

Any such redemption (if applicable) shall be made after notice by mailing by first class mail a notice thereof to the registered owners of all Bonds to be redeemed and to any bond insurer then insuring the Bonds, not more than forty-five (45) days nor less than thirty (30) days prior to the date fixed for redemption, at the address shown on the registration books, or after waivers of such notice executed by the registered owners of all Bonds to be redeemed shall have been filed with the Paying Agent, all as provided for in the Ordinance. Failure to mail any notice or any defect therein or in the mailing thereof, with respect to any particular Bond, shall not affect the validity of the proceedings for redemption of any other Bond.

Any notice of redemption mailed in accordance with these requirements shall be conclusively presumed to have been duly given, whether or not such registered holder actually received the notice. Notice having been so given or waived, and provision having been made for redemption from funds on deposit with the Paying Agent, all interest on the Bonds or portions thereof called for redemption accruing after the date fixed for redemption shall cease, and the registered owners of the Bonds or portions thereof called for redemption shall have no security, benefit or lien under the Ordinance or any right except to receive payment of the principal of and accrued interest on such Bonds or portions thereof to the date fixed for redemption.

If at the time of mailing a notice of optional redemption the City shall not have deposited with the Paying Agent for the Bonds moneys 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 moneys with the Paying Agent not later than the opening of

business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Bond, together with any other indebtedness of the City, is not in excess of any limitation imposed by the Act upon the incurring of debt by the City.

This Bond shall not be entitled to any benefit under the Ordinance nor shall it be valid, obligatory or enforceable for any purpose until this Bond shall have been authenticated by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the signature or the facsimile signature of the Mayor and the President of City Council, attested by the signature or facsimile signature of the City Clerk, and the seal or a facsimile of its seal to be affixed hereto, all as of _____.

ATTEST:

CITY OF ALLENTOWN

BY: _____
City Clerk

BY: _____
Mayor

BY: _____
President of City Council

(SEAL)

STATEMENT OF INSURANCE

{00186244}

SCHEDULE "D2-9"

CERTIFICATE OF AUTHENTICATION AND
CERTIFICATE AS TO OPINION AND
CERTIFICATE AS TO STATEMENT OF INSURANCE

It is certified that:

(i) This Bond is one of the Bonds described in the within mentioned Ordinance;

(ii) The text of the opinion printed upon this Bond is a true and correct copy of the text of an original opinion issued by King, Spry, Herman, Freund & Faul, LLC, dated and delivered on the date of the original delivery of, and payment for, such Bonds that is on file at our corporate trust office in Philadelphia, Pennsylvania, where the same may be inspected;

(iii) The original or a copy of the municipal bond insurance policy of _____, referred to in the statement of insurance printed upon this Bond, is on file at our corporate trust office in Philadelphia, Pennsylvania where the same may be inspected.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
Paying Agent

Authentication Date

By: _____
Authorized Representative

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, _____ (the
"Transferor"), hereby sells, assigns and transfers unto
_____ (the "Transferee")

Name
Address

Social Security or Federal Employer Identification No. _____ the
within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ as attorney to
transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

Date: _____

NOTICE: No transfer will be made in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Numbers and date of the trust and the name of the trustee should be supplied.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

BOND INSURANCE

Any issuance of bond insurance shall be mutually agreed upon by the parties and pursuant to a commitment letter issued by the Insurer.

{00186248}

SCHEDULE "E"

such notice to MBIA, to Depository Trust Company, to The Bond Buyer, to Moody's Investors Service, Inc., and to Standard & Poor's Corporation, New York, New York.

B. To give notice by certified mail to the Municipal Securities Rulemaking Board, through the Electronic Municipal Market Access System ("EMMA"), and any state information repository established for the Commonwealth of Pennsylvania (none presently).

C. To take such other action by way of notice or publication of the Notice of Redemption with respect to the redemption of the 2003 Bonds so called for redemption as you may deem appropriate to bring about the orderly and efficient redemption of the 2003 Bonds then outstanding, including publication with the Electronic Municipal Market Access System ("EMMA") as provided at www.emma.msrb.org. The City has obligated itself by the Resolution authorizing the refunding to make available such monies as shall be reasonably necessary for costs and expenses of complying with these instructions.

It is assumed by the City that you will make appropriate arrangements and provisions so that the strict compliance with the irrevocable instructions contained herein will be assured. You are hereby designated as the City's true and lawful attorney for purposes of carrying out this redemption.

ATTEST:

CITY OF ALLENTOWN

BY: _____
City Clerk

BY: _____
Mayor

(SEAL)

RECEIPT AND ACKNOWLEDGEMENT

Receipt of the foregoing instructions, duly executed by the appropriate officers of the City, and a copy of the Ordinance of the City referred to therein, and copies of the Notice of Redemption, is hereby acknowledged. It is further acknowledged that the Irrevocable Instructions contained in the foregoing are satisfactory to the Paying Agent.

Signed, sealed and dated this ____ day of _____, ____.

as Paying Agent

BY: _____
Authorized Officer

NOTICE OF REDEMPTION

TO: REGISTERED OWNERS OF GENERAL OBLIGATION BONDS, SERIES OF 2003,
DATED AS OF MARCH 15, 2003, AND MATURING ON OR AFTER
_____.

NOTICE is given by the CITY OF ALLENTOWN (the "City") that the City, by appropriate Ordinance, has exercised its option to call for redemption and does call for redemption, as of _____, a portion of its remaining outstanding bonds designated generally as its "General Bonds, Series of 2003" issued under and secured by an ordinance (the "2003 Ordinance"), in accordance with the right and privilege reserved to the City in the 2003 Bonds and under the 2003 Ordinance.

The date fixed for redemption of the Refunded Bonds is _____ (the "Redemption Date"); and on the Redemption Date each of the Refunded Bonds will become and will be due and payable at the corporate trust office of the Paying Agent, _____ or its successors, _____, Pennsylvania and from and after the Redemption Date interest on such Refunded Bonds will cease to accrue, irrespective of whether such Refunded Bonds are presented and surrendered to the Paying Agent.

The principal amount of the Refunded Bonds, together with accrued interest to the Redemption Date, will become and will be due and payable at the corporate trust office of the Paying Agent and will be paid upon presentation and surrender of the Refunded Bonds, in registered form, as provided in the Ordinance. A portion of _____ will be escrowed to maturity. The Refunded Bonds so called for redemption are the following:

General Obligation Bonds, Series of 2003

<u>Maturity Date</u>	<u>Rate</u>	<u>Cusip Number Bonds (Last Three Digits)</u>	<u>Amount Per \$5,000 Bond*</u>
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It is suggested that registered or certified mail be used for forwarding the Refunded Bonds for redemption, and that it is not necessary to endorse and guarantee the Refunded Bonds unless payment is to be made to someone other than the registered holder. Holders of the above-described securities should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption.

This Notice of Redemption is given in accordance with requirements of the Refunded Bonds and the Ordinance.

By Order of the City Council.

CITY OF ALLENTOWN

Dated: _____, _____

Submit Bonds for Redemption to:

U.S. Bank National Association

Attention: _____

CITY OF ALLENTOWN
LEHIGH COUNTY, PENNSYLVANIA

IN RE: REFUNDING OF : IRREVOCABLE INSTRUCTIONS
2004 BONDS : TO CALL FOR REDEMPTION

TO: _____, or its successors

The CITY OF ALLENTOWN (the "City"), on December 3, 2014, duly enacted at final reading an ordinance (the "Ordinance"), a copy of which has been delivered to you, authorizing these irrevocable instructions to be issued to you, to take certain steps necessary to bring about the refunding of the City's a portion of the outstanding General Obligation Bonds, Series of 2004 (the "Refunded Bonds" or "2004 Bonds"). As you are aware, you are the Paying Agent for these issues. In accordance with the Ordinance and the Refunding Program incorporated therein, it is the intent and purpose of the City to call for redemption a portion of the Refunded Bonds maturing on or after _____, on _____. Additionally, a portion of the _____ maturity is being escrowed to maturity.

Therefore, under and pursuant to the Ordinance and in compliance therewith, you are given instructions, which instructions are and shall be irrevocable.

A. To deliver, by first class United States Mail, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to _____, a copy of the Notice of Redemption, substantially in the form attached hereto, to each registered owner of the Refunded Bonds subject to optional redemption at the time of such action, at such address as shall appear on the Books maintained by you with respect to the Refunded Bonds, with a copy of

such notice to MBIA, to Depository Trust Company, to The Bond Buyer, to Moody's Investors Service, Inc., and to Standard & Poor's Corporation, New York, New York.

B. To give notice by certified mail to the Municipal Securities Rulemaking Board, through the Electronic Municipal Market Access System ("EMMA"), and any state information repository established for the Commonwealth of Pennsylvania (none presently).

C. To take such other action by way of notice or publication of the Notice of Redemption with respect to the redemption of the 2004 Bonds so called for redemption as you may deem appropriate to bring about the orderly and efficient redemption of the 2004 Bonds then outstanding, including publication with the Electronic Municipal Market Access System ("EMMA") as provided at www.emma.msrb.org. The City has obligated itself by the Resolution authorizing the refunding to make available such monies as shall be reasonably necessary for costs and expenses of complying with these instructions.

It is assumed by the City that you will make appropriate arrangements and provisions so that the strict compliance with the irrevocable instructions contained herein will be assured. You are hereby designated as the City's true and lawful attorney for purposes of carrying out this redemption.

ATTEST:

CITY OF ALLENTOWN

BY: _____
City Clerk

BY: _____
Mayor

(SEAL)

RECEIPT AND ACKNOWLEDGEMENT

Receipt of the foregoing instructions, duly executed by the appropriate officers of the City, and a copy of the Ordinance of the City referred to therein, and copies of the Notice of Redemption, is hereby acknowledged. It is further acknowledged that the Irrevocable Instructions contained in the foregoing are satisfactory to the Paying Agent.

Signed, sealed and dated this ____ day of _____, ____.

as Paying Agent

BY: _____
Authorized Officer

NOTICE OF REDEMPTION

TO: REGISTERED OWNERS OF GENERAL OBLIGATION BONDS, SERIES OF 2004,
DATED AS OF MARCH 15, 2004, AND MATURING ON OR AFTER
_____.

NOTICE is given by the CITY OF ALLENTOWN (the "City") that the City, by appropriate Ordinance, has exercised its option to call for redemption and does call for redemption, as of _____, a portion of its remaining outstanding bonds designated generally as its "General Bonds, Series of 2004" issued under and secured by an ordinance (the "2004 Ordinance"), in accordance with the right and privilege reserved to the City in the 2004 Bonds and under the 2004 Ordinance.

The date fixed for redemption of the Refunded Bonds is _____ (the "Redemption Date"); and on the Redemption Date each of the Refunded Bonds will become and will be due and payable at the corporate trust office of the Paying Agent, _____ or its successors, _____, Pennsylvania and from and after the Redemption Date interest on such Refunded Bonds will cease to accrue, irrespective of whether such Refunded Bonds are presented and surrendered to the Paying Agent.

The principal amount of the Refunded Bonds, together with accrued interest to the Redemption Date, will become and will be due and payable at the corporate trust office of the Paying Agent and will be paid upon presentation and surrender of the Refunded Bonds, in registered form, as provided in the Ordinance. A portion of _____ will be escrowed to maturity. The Refunded Bonds so called for redemption are the following:

General Obligation Bonds, Series of 2004

<u>Maturity Date</u>	<u>Rate</u>	<u>Cusip Number Bonds (Last Three Digits)</u>	<u>Amount Per \$5,000 Bond*</u>
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It is suggested that registered or certified mail be used for forwarding the Refunded Bonds for redemption, and that it is not necessary to endorse and guarantee the Refunded Bonds unless payment is to be made to someone other than the registered holder. Holders of the above-described securities should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption.

This Notice of Redemption is given in accordance with requirements of the Refunded Bonds and the Ordinance.

By Order of the City Council.

CITY OF ALLENTOWN

Dated: _____, _____

Submit Bonds for Redemption to:

U.S. Bank National Association

Attention: _____

CITY OF ALLENTOWN
LEHIGH COUNTY, PENNSYLVANIA

IN RE: REFUNDING OF 2011 BONDS : IRREVOCABLE INSTRUCTIONS
: TO CALL FOR REDEMPTION

TO: _____, or its successors

The CITY OF ALLENTOWN (the "City"), on December 3, 2014, duly enacted at final reading an ordinance (the "Ordinance"), a copy of which has been delivered to you, authorizing these irrevocable instructions to be issued to you, to take certain steps necessary to bring about the refunding of the City's a portion of the outstanding General Obligation Bonds, Series of 2011 (the "Refunded Bonds" or "2011 Bonds"). As you are aware, you are the Paying Agent for these issues. In accordance with the Ordinance and the Refunding Program incorporated therein, it is the intent and purpose of the City to call for redemption a portion of the Refunded Bonds maturing on or after _____, on _____. Additionally, a portion of the _____ maturity is being escrowed to maturity.

Therefore, under and pursuant to the Ordinance and in compliance therewith, you are given instructions, which instructions are and shall be irrevocable.

A. To deliver, by first class United States Mail, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to _____, a copy of the Notice of Redemption, substantially in the form attached hereto, to each registered owner of the Refunded Bonds subject to optional redemption at the time of such action, at such address as shall appear on the Books maintained by you with respect to the Refunded Bonds, with a copy of

such notice to MBIA, to Depository Trust Company, to The Bond Buyer, to Moody's Investors Service, Inc., and to Standard & Poor's Corporation, New York, New York.

B. To give notice by certified mail to the Municipal Securities Rulemaking Board, through the Electronic Municipal Market Access System ("EMMA"), and any state information repository established for the Commonwealth of Pennsylvania (none presently).

C. To take such other action by way of notice or publication of the Notice of Redemption with respect to the redemption of the 2011 Bonds so called for redemption as you may deem appropriate to bring about the orderly and efficient redemption of the 2011 Bonds then outstanding, including publication with the Electronic Municipal Market Access System ("EMMA") as provided at www.emma.msrb.org. The City has obligated itself by the Resolution authorizing the refunding to make available such monies as shall be reasonably necessary for costs and expenses of complying with these instructions.

It is assumed by the City that you will make appropriate arrangements and provisions so that the strict compliance with the irrevocable instructions contained herein will be assured. You are hereby designated as the City's true and lawful attorney for purposes of carrying out this redemption.

ATTEST:

CITY OF ALLENTOWN

BY: _____
City Clerk

BY: _____
Mayor

(SEAL)

RECEIPT AND ACKNOWLEDGEMENT

Receipt of the foregoing instructions, duly executed by the appropriate officers of the City, and a copy of the Ordinance of the City referred to therein, and copies of the Notice of Redemption, is hereby acknowledged. It is further acknowledged that the Irrevocable Instructions contained in the foregoing are satisfactory to the Paying Agent.

Signed, sealed and dated this ____ day of _____, ____.

as Paying Agent

BY: _____
Authorized Officer

NOTICE OF REDEMPTION

TO: REGISTERED OWNERS OF GENERAL OBLIGATION BONDS, SERIES OF 2011,
DATED AS OF MARCH 15, 2011, AND MATURING ON OR AFTER
_____.

NOTICE is given by the CITY OF ALLENTOWN (the "City") that the City, by appropriate Ordinance, has exercised its option to call for redemption and does call for redemption, as of _____, a portion of its remaining outstanding bonds designated generally as its "General Bonds, Series of 2011" issued under and secured by an ordinance (the "2011 Ordinance"), in accordance with the right and privilege reserved to the City in the 2011 Bonds and under the 2011 Ordinance.

The date fixed for redemption of the Refunded Bonds is _____ (the "Redemption Date"); and on the Redemption Date each of the Refunded Bonds will become and will be due and payable at the corporate trust office of the Paying Agent, _____ or its successors, _____, Pennsylvania and from and after the Redemption Date interest on such Refunded Bonds will cease to accrue, irrespective of whether such Refunded Bonds are presented and surrendered to the Paying Agent.

The principal amount of the Refunded Bonds, together with accrued interest to the Redemption Date, will become and will be due and payable at the corporate trust office of the Paying Agent and will be paid upon presentation and surrender of the Refunded Bonds, in registered form, as provided in the Ordinance. A portion of _____ will be escrowed to maturity. The Refunded Bonds so called for redemption are the following:

General Obligation Bonds, Series of 2011

<u>Maturity Date</u>	<u>Rate</u>	<u>Cusip Number Bonds (Last Three Digits)</u>	<u>Amount Per \$5,000 Bond*</u>
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It is suggested that registered or certified mail be used for forwarding the Refunded Bonds for redemption, and that it is not necessary to endorse and guarantee the Refunded Bonds unless payment is to be made to someone other than the registered holder. Holders of the above-described securities should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption.

This Notice of Redemption is given in accordance with requirements of the Refunded Bonds and the Ordinance.

By Order of the City Council.

CITY OF ALLENTOWN

Dated: _____, _____

Submit Bonds for Redemption to:

U.S. Bank National Association

Attention: _____

CITY OF ALLENTOWN
LEHIGH COUNTY, PENNSYLVANIA

IN RE:

REFUNDING OF 2011 BONDS : 2011 BONDS
 : ESCROW AGREEMENT

AGREEMENT made this ____ day of _____, _____, by and between the CITY OF ALLENTOWN (the "City"), a municipality existing under and by virtue of the constitution, laws and statutes of the Commonwealth of Pennsylvania and located within the County of Lehigh, Pennsylvania;

A N D

_____, successor to _____ (the "Escrow Agent" or the "2011 Paying Agent" or the "Bank"), a banking association, organized and existing under the laws of the United States, having a corporate trust office in the Philadelphia, Pennsylvania.

W I T N E S S E T H :

WHEREAS, the City is a "local government unit", as defined in the Pennsylvania Local Government Unit Debt Act (the "Act"); and

WHEREAS, the City did previously authorize, issue and sell a certain series of obligations, its General Obligation Bonds, Series of 2011 dated as of May 4, 2011 in the original aggregate principal amount of \$11,610,000 (the "2011 Bonds" or "Prior General Obligation Bonds"); and

WHEREAS, the City, in order to take advantage of currently available interest rates, and in accordance with the provisions of Section 8241 of the Act, has determined to

undertake a project to advance refund certain of the presently outstanding 2011 General Obligation Bonds ("the 2011 Bonds"), which mature on and after _____ (the "Refunded Bonds"); and

WHEREAS, under the terms of the Act, defeasance of the Refunded Bonds may be accomplished by depositing with the 2011 Paying Agent funds sufficient for payment of all interest and principal and applicable premium, if any, to maturity or redemption, with irrevocable direction so to apply to same, at or prior to maturity or redemption thereof, which the City intends to do; and

WHEREAS, the City has authorized for issuance and delivery its "General Obligation Bonds, Series of ____ in the total aggregate principal amount of \$ _____ dated as of _____ (the "Bonds"), which Bonds have been issued by the City concurrently with the date of the effectiveness hereof, under the provisions of an ordinance of the City duly enacted finally on December 3, [REDACTED] (the "Ordinance"), in part to accomplish the refunding of those Refunded Bonds maturing on and after _____, pursuant to a Refunding Program as defined in the Ordinance, as follows:

(a) Making money available for payment by the Bank, from the date hereof through _____, of interest to be due on the Refunded Bonds together with the principal at maturity or mandatory redemption of such Refunded Bonds as mature through _____; and

(b) Making money available for retirement by optional redemption on _____, of all the Refunded Bonds which shall be outstanding as of that

date, and mature on or after _____, at the principal amount thereof, together with accrued interest not previously paid as per (a) above, if any;

(c) Making money available for payment by the City of the costs and expenses of the intended defeasance and redemption of the Refunded Bonds, as appropriate;

(d) Making payment by the City of all costs and expenses of and related to the issuance of the Bonds to bring about the above; and

WHEREAS, the Escrow Agent concurrently with the effectiveness hereof, has received from the City amounts of money which, taken together with other funds available, are sufficient to meet all obligations of the City with respect to the Refunded Bonds being refunded when properly invested; and

WHEREAS, the City and the Escrow Agent desire and agree that monies held by the Escrow Agent, pending application of such monies by the Bank as 2011 Paying Agent for payment of obligations on the Refunded Bonds being refunded, shall be invested or deposited by the Bank, upon terms and conditions herein set forth; and

WHEREAS, the City did covenant in the Ordinance that the Bank will utilize said funds so designated and deposited, which funds are represented as being adequate by the City, to redeem the Refunded Bonds by means of a gross funding; and

WHEREAS, the Ordinance provides for the deposit of such Refunding Investment Revenues into a separate sinking fund (the "Escrow Fund") hereunder, and payment by the Escrow Agent under this Agreement from such Escrow Fund to the holders of the appropriate series of Refunded Bonds of interest as due and principal at maturity or upon redemption from the monies so deposited.

NOW THEREFORE, the City and the Bank, intending to be legally bound hereby, do hereby covenant and agree as follows:

1. The Bank acknowledges that, concurrently with the effectiveness hereof, there has been irrevocably deposited with the Bank, by transfer from the Settlement Funds of the Bonds, or by application of other funds already in the hands of the Bank as 2011 Paying Agent for the Refunded Bonds, or other monies made available by the City, the following sums:

(a) By transfer from the Settlement Fund of the Bonds

General Obligation Bonds,
Series of _____ \$ _____ for General
Obligation Bonds, Series of 2011

TOTAL \$ _____

(b) Funds in the hands of the Bank as _____ Paying Agent for the Refunded Bonds and hereby made available hereunder

(d) The total of such funds hereby deposited with or declared to be available to the Escrow Agent for purposes of this Escrow Agreement is \$ _____.

An Escrow Fund, which shall be a sinking fund under the Act, for the Refunded Bonds is hereby created, into which all monies held hereunder shall be deposited and held in the respective required amounts. These monies in the hands of the Escrow Agent shall be held in trust and invested as hereinafter provided for the sole benefit of the holders of the Refunded Bonds, the principal and interest to be available for the payment of all interest to and principal at maturity or redemption on the Refunded Bonds being refunded.

2. The City shall pay, as compensation to the Bank for its present and future services as Escrow Agent under this Agreement, and as  Paying Agent for the Refunded Bonds, a certain sum which is acknowledged by the Bank to be full and adequate payment to discharge any and all obligations of the City to the Bank for its services as Escrow Agent, payable from settlement on the Bonds plus expenses incurred by said 2011 Paying Agent/Escrow Agent in the performance of its duties. The Escrow Agent shall have no lien upon or claim against any monies or securities in the Escrow Fund for payment of such compensation or expense.

3. The parties have caused to be calculated the interest and principal at maturity or redemption on the Refunded Bonds maturing on or after _____, which calculations the City has confirmed and acknowledges as accurate, a copy of which calculation is attached hereto, made a part hereof, and marked for purposes of identification as Exhibit "A".

4. The Escrow Agent does hereby covenant and agree to make payments from the proceeds deposited with it hereunder as per paragraph 1 hereof, specifically holding the proceeds in cash which shall be continuously insured by the Federal Deposit Insurance Corporation. Any other funds or investments which the Escrow Agent at any time holds hereunder, shall be obligations of the United States, or shall be continuously insured by the Federal Deposit Insurance Corporation, or other Federal agency, for the benefit of the City and the holders of outstanding bonds.

5. The City represents and warrants that the funds deposited with the Bank ("Funds") have been designed and tailored so that the Funds will be adequate in amounts and payable at appropriate times to enable the Escrow Agent to pay therefrom

all interest as due and principal, as due and payable, on the Refunded Bonds to the dates of maturity or the date fixed for redemption, as appropriate.

6. The City covenants and agrees that, in the event money available to the Escrow Agent at any time, for any reason, shall not be sufficient for such required purposes, the City, immediately upon written notice from the Escrow Agent of such deficiency, will deliver to the Escrow Agent such money as shall be necessary to satisfy such deficiency, so that obligations of the City for payment of principal and interest to holders and/or registered owners of the Refunded Bonds will be fulfilled.

7. The City authorizes and directs the Escrow Agent on behalf of the City, to do all acts and things that shall be necessary or desirable, from time to time, to effectuate the withdrawal and/or collection of the principal of and interest on the investments if any, as such shall become due and payable; and, in connection therewith, the City covenants and agrees to execute and to deliver any additional documents and/or to perform any other acts that may be required from time to time.

8. The Escrow Agent shall deposit the Funds as available in the Escrow Fund for the Refunded Bonds, and apply the same therefrom to the payment of interest as payable and principal at maturity or redemption and acknowledges that such Funds, together with any other monies deposited hereunder, will be adequate as to amount and appropriate as to maturity to meet all of such requirements of payment of the Refunded Bonds as and when due.

9. The Bank covenants, as 2011 Paying Agent for the Refunded Bonds, that it will give notice by mail at the appropriate time, but not less than 30 days nor more than 45 days before October 1, 2013, and to give such other notice as it deems

appropriate, of the "NOTICE OF REDEMPTION" in substantially the form provided for as evidenced by the Ordinance, as delivered to the Bank, unless such notice should be waived by the holders of the Refunded Bonds being redeemed at that time, to the insurer of the Refunded Bonds, the parties specified in the Continuing Disclosure Certificate, and to any other entities it deems appropriate.

10. The Escrow Agent covenants that it will, after the principal of and interest on the Refunded Bonds shall have been paid or provisions for such payment duly shall have been made, transfer, without further direction from the City, the balance in the said Escrow Fund, if any, to the City, after _____.

11. This Agreement shall not be interpreted so as to prevent the Bank from, in good faith, buying, selling, owning, holding or dealing in any of the Refunded Bonds, the Bonds or any other series of bonds of the City, or from joining in any action in which any bondholder may be a party with the same effect as if the Bank were not a party to this Escrow Agreement, or from engaging in or being interested in any financial or other transactions with the City.

12. The Escrow Agent shall be responsible for the safekeeping of the Funds and any investments, all monies and any other securities or obligations in which any funds deposited hereunder are from time to time invested, and determining and supervising the continued collateralization thereof as required, and the collection of and application of interest and principal at maturity of any such investments or securities or other obligations, and the performance of its undertakings for loss with respect to investments which are authorized investments hereunder, but the Escrow Agent shall

not be responsible for the payment of any interest or principal on the Refunded Bonds beyond the proceeds of the Investments and other funds held hereunder, if any.

13. The City hereby agrees to indemnify the Escrow Agent, its officers, employees and agents, and to hold it and them harmless from and against any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, which it or they may incur or with which it or they may be threatened by reason of its acting under this Agreement, except in the case of the Escrow Agent's own willful misconduct or negligence; and in connection therewith to indemnify the Escrow Agent, its officers, employees and agents against any and all expenses, including reasonable attorney's fees and the cost of defending any action, suit or proceeding or resisting any claims. This indemnification shall survive the termination or release of this Agreement.

14. The records of the Bank relating hereto shall be available to and shall be open to inspection by the City and its duly authorized agents and representatives at reasonable times upon reasonable request.

15. At the request of the City and upon compliance with the other terms of this Agreement, the Escrow Agent may dispose of any investments provided to be held by it. Provided, however, that there must be substituted for such investments, other investments which shall also be direct non-callable obligations of the United States Government or securities permitted under Section 16 hereof. Further, any disposition of the investments and substitution therefore must be effected in a simultaneous transaction, and only if the Escrow Agent has first received:

(a) A certificate of an independent certified public accountant to the effect that the income and principal of the substitute investments and cash, if any, and

remaining investments held by the Escrow Agent under this Escrow Agreement will provide the Escrow Agent with funds at the times and in the amounts sufficient to pay principal, interest and redemption price of the Refunded Bonds as and when due; and

(b) An unqualified opinion of nationally recognized bond counsel to the effect that, such proposed disposition and substitution will not adversely affect the exclusion from gross income of interest in the Bonds or the Refunded Bonds under the Internal Revenue Code of 1986, as amended, and the Regulations thereunder.

16. Escrow Fund Investments must be limited to:

- (a) Cash
- (b) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series -- "SLGS").
- (c) Direct obligations of the Treasury which have been stripped by the Treasury itself, "CATS" and "TIGRS" and similar securities.
- (d) Resolution Funding Corp. (REFCORP) - Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.
- (e) Pre-refunded municipal bonds rated "Aaa" by Moody's or "AAA" by S & P. If however, the issue is only rated by S & P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.
- (f) Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:
 - (1) U.S. Export-Import Bank (Eximbank): Direct obligations or fully guaranteed certificates of beneficial ownership
 - (2) Farmers Home Administration (FHA): Certificates of beneficial ownership

(3) Federal Financing Bank

(4) General Services Administration: Participation certificates

(5) U.S. Maritime Administration: Guaranteed Title XI Financing

(6) U.S. Department of Housing and Urban Development (HUD): Project Notes Local Authority Bonds New Community Debentures - U.S. government guaranteed debentures U.S. Public Housing Notes and Bonds - U.S. Government guaranteed public housing notes and bonds

(g) First American Funds – U.S. Treasury Money Market Fund

17. This Agreement shall be, and at all times shall be construed to be, irrevocable.

18. The rights, duties, responsibilities and obligations, as well as the benefit of this Escrow Agreement, shall inure to the benefit of the Bank, in its respective capacities, and its successors by purchase, merger or consolidation, and the City and its successor entities, if any, and any such successor shall be a party to this Escrow Agreement without the execution or filing of any additional document whatever by any party.

19. This Agreement shall terminate when the Escrow Agent has disbursed all funds held by it hereunder in accordance with the terms hereof.

20. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

21. This Agreement may be executed in multiple counterparts and need not bear the execution of both parties on any single counterpart so long as both parties execute duplicate copies of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereinafter caused this Escrow Agreement to be executed by their duly authorized officers the date and year first appearing above.

ATTEST:

CITY OF ALLENTOWN

City Clerk

Mayor

(SEAL)

BY: _____
Authorized Representative

EXHIBIT "A"

**CITY OF ALLENTOWN
AMOUNT REQUIRED TO CALL GENERAL OBLIGATION BONDS,
SERIES OF [REDACTED]**

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Required</u>
_____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

General Obligation Note, Series of 2015

Administration

ORDINANCE NO. _____

FILE OF THE CITY COUNCIL

BILL NO. 62-2014

Introduced by _____ and _____

November 19, 2014

Amended by _____ and _____

December 3, 2014

AN ORDINANCE

OF THE COUNCIL OF THE CITY OF ALLENTOWN, LEHIGH COUNTY, PENNSYLVANIA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION NOTE (THE "NOTE") IN THE PRINCIPAL AGGREGATE AMOUNT NOT TO EXCEED \$7,000,000; SETTING FORTH THE PURPOSE OF THE ISSUANCE OF THE NOTE, TO FUND CERTAIN CAPITAL PROJECTS OF THE CITY OF ALLENTOWN PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT; DETERMINING THAT THE NOTE SHALL BE SOLD AT PRIVATE SALE; DETERMINING THE PROJECTS AND ESTABLISHING THEIR USEFUL LIFE; DETERMINING THAT THE DEBT EVIDENCED BY THE NOTE SHALL BE NONELECTORAL DEBT; SETTING FORTH THE INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES AND FINAL MATURITY OF THE NOTE AND THE PREPAYMENT PRIVILEGES; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE NOTE; DESIGNATING A PAYING AGENT FOR THE NOTE; SETTING FORTH THE METHOD AND PLACE OF PAYMENT OF THE NOTE; APPROVING THE FORM OF THE NOTE; AUTHORIZING THE EXECUTION OF THE NOTE; ENTERING INTO A COVENANT WITH RESPECT TO THE NOTE AND

PLEDGING THE CITY'S FULL FAITH, CREDIT AND TAXING POWER THEREFORE, AND ESTABLISHING A SINKING FUND FOR THE NOTE; DESIGNATING A SINKING FUND DEPOSITORY; SETTING FORTH CERTAIN ADDITIONAL TERMS WITH RESPECT TO THE NOTE; AUTHORIZING APPROPRIATE OFFICERS TO FILE UNDER SECTION 8110 OF THE LOCAL GOVERNMENT UNIT DEBT ACT WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, INCLUDING PROCEEDINGS UNDER SECTION 8024 OR 8026 OF THE ACT MAKING CERTAIN FEDERAL TAX COVENANTS AND DECLARING THE NOTE TO BE QUALIFIED TAX-EXEMPT OBLIGATIONS; DECLARING THE DEBT EVIDENCED BY THE NOTE TO BE WITHIN THE LIMITATIONS OF THE LOCAL GOVERNMENT UNIT DEBT ACT MAKING CERTAIN FEDERAL TAX COVENANTS AND DECLARING THE NOTE TO BE QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING DELIVERY OF THE NOTE; AUTHORIZING INVESTMENT OF THE PROCEEDS OF THE NOTE; PROVIDING FOR INVALID PROVISIONS; PROVIDING FOR INCONSISTENT ORDINANCES; PROVIDING WHEN THE ORDINANCES SHALL BECOME EFFECTIVE.

WHEREAS, the City of Allentown, Lehigh County, Pennsylvania (the "City"), is a Local Government Unit, as defined in the Pennsylvania Local Government Unit Debt Act, as codified by the Act of December 19, 1996, P.L. 1158, No. 177 constituting Title 53, Part VII, Subpart B of the Pennsylvania Consolidated Statutes, as amended (the "Act"); and

WHEREAS, the Council of this City ("Council") did previously determine to: (1) open, widen, straighten, alter, extend, construct, reconstruct, grade, re-grade, repave, macadamize and/or otherwise improve, streets and highways of this City, including facilities for necessary drainage, lighting and traffic control and including payment of any damages; (2) alter, construct, reconstruct, grade, pave, establish or otherwise improve, sidewalks, curbs, divider curbs, gutters and drains; (3) purchase appropriate equipment for the extinguishment, prevention and investigation of fires; (4) design, construct, erect and make alterations, improvements, additions and extensions to the public storm sewer systems; (5) construct, extend, enlarge, landscape, rehabilitate and equip public parks, parkways, playgrounds, playfields, public bath houses, swimming pools, and other recreational facilities; (6) to acquire land or interests in land, if necessary, and make and construct capital improvements upon such land or upon land and

buildings previously acquired by the City, and to reconstruct and renovate the same, for proper municipal purposes; and (7) purchase, acquire, make and construct other capital improvements and capital equipment for proper municipal purposes;

WHEREAS, Council has determined at this time that it is in the City's best interest to fund the capital projects ("Projects") as set forth in Schedule 1 attached hereto; and

WHEREAS, the completion of the Projects will require a capital funds borrowing under the Act, which the Council has decided to undertake; and

WHEREAS, the City has received realistic cost estimates from persons qualified by experience as to the amounts necessary to satisfy the costs of the items of planning, design, improvement, renovation and extraordinary repair to be undertaken and funded, any real estate rights and interests to be acquired and funded, all related equipment, furnishings, machinery and apparatus to be acquired and funded, and all related architects', appraisers', attorneys' and consultants' fees to be incurred with respect to the Projects, the total estimated cost of which has been determined to be at least \$6,000,000.

WHEREAS, the Council has determined to implement the foregoing decision by the authorization, issuance and sale of its General Obligation Note, Series of 2015 (the "Note"), the proceeds from the sale thereof, after payment of the costs of issuance, will fund the Projects, sometimes referred to herein as the "Financing Program"; and

WHEREAS, Council, in contemplation of the authorization, issuance and sale of the Note, has determined that the Note shall be offered for sale, which sale shall be private sale by negotiation, in accordance with Section 8107 of the Act, which it believes is in the best interests of the City; and

WHEREAS, Council, in contemplation of the authorization, sale, issuance and delivery of the Note, with the proceeds to be used for the aforesaid purposes, has determined that the Note:

(a) Shall be offered at private sale by negotiation pursuant to a Proposal as defined below;

(b) Shall be a fixed rate Note offered at a price of not less than 95% nor more than 115% of the principal amount together with accrued interest, if any, from the date thereof to the date of delivery thereof.

WHEREAS, a "Proposal for the Purchase of 2015 Note" dated December 3, 2014 (the "Proposal") has been received from Public Financial Management Inc. (the "Financial Advisors"). The Proposal is in substantial form appended hereto as Exhibit "B" and shall be assigned to a bank/lending institution in the manner set forth therein. The Proposal contains certain financial parameters for, and conditions to, the underwriting and issuance of the Note (the "Note Parameters"), which will be supplemented by an addendum to the Proposal containing the final terms and conditions of the Note, consistent with the Note Parameters and the provisions of the Act; and

Whereas, Council authorizes the President or Vice President of Council or the Director of Finance of this City, which shall include their duly qualified successors in office, if applicable, are authorized and directed on such a date and time after this meeting in a manner consistent with the Act to execute the Proposal and any addendum thereto, provided that the Note Parameters are met; and

WHEREAS, Council desires to award the Note to the Financial Advisors and their assignees at private sale by negotiation and to accept their Proposals in the form submitted; to authorize issuance of non-electoral debt in the aggregate principal amount of the Note in

connection with the Financing Study; and to take appropriate action and to authorize such action in connection with the Project, all in accordance with and pursuant to provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City, as follows:

Section 1. The Council of the City of Allentown does authorize and direct the issuance of the General Obligation Note, Series of 2015 ("Note"), pursuant to this Ordinance, in the maximum aggregate principal amount of \$7,000,000, for the purpose of the Financing Program defined in Section 2 hereof. The final net proceeds of the Note shall not exceed the funding required for the Projects listed on Schedule 1. The Note will be obligations of the City payable from its general revenues.

Section 2. The purpose of the issuance and sale of the Note shall be to provide sufficient funds, in addition to those available, to carry out the Financing Program described in the Preamble to this Ordinance, in order to finance the costs of the Projects, which constitute capital projects with a useful life of 5 to 10 years, pursuant to Section 8002 of the Act, and to pay the costs thereof as defined in Section 8007 of the Act.

Section 3. The Note shall be sold at private sale by negotiation, which the Council hereby determines is in the best interests of the City.

Section 4. The Council has determined that the debt, of which the Note shall be evidence, shall be nonelectoral debt of the City.

Section 5. Council shall and does authorize the acceptance of the Proposal of the Financial Advisors and its assignees ("Assignee Bank"), (together the "Purchasers"), for purchase of the 2015 Note, which 2015 Note shall be and are awarded to the Purchasers, in accordance with the terms of their Note Purchase Contract, at private sale by negotiation, at a price of not less than 95% nor more than 115% of the principal amount, together with accrued interest from the date thereof to the date of delivery thereof, the Purchasers covenanting to

submit their Note Purchase Contract in accordance with the provisions of the Act. The President or Vice President or Finance Director of the City are authorized and directed to execute the awarded Note Purchase Contract and any addendum thereto provided that the terms of the Note Purchase Contract are such that the Note parameters are achieved. Appropriate officers and officials of the City are authorized and directed to execute any loan agreement and loan documents required by the Assignee Bank. The Note shall be subject to prepayment in whole or in part as provided in the form of the Note.

Section 6. The Council does hereby designate, the Assignee Bank, a banking institution having its principal trust offices in the Commonwealth of Pennsylvania, or its successor or nominee-affiliate, as the "Paying Agent" for purposes of the Note.

Section 7. The principal of and premium, if any, and interest on the Note shall be payable by account transfer, check or draft of the Paying Agent mailed or delivered to the registered owner at the address shown on the registration books as of the close of business on the fifth (5th) day prior to the payment dates, in lawful monies of the United States of America, without deduction of any tax or taxes now or hereafter levied or assessed thereon under any present or future law of the Commonwealth, which tax or taxes this City assumes and agrees to pay; provided, however, that the foregoing shall not be applicable to gift, estate or inheritance taxes or to other taxes not levied or assessed directly on the Note or the interest paid thereon.

Section 8. The Note, subject to any technical corrections or modifications approved by Council, shall be in the following form:

CITY OF ALLENTOWN

Lehigh County, Pennsylvania

General Obligation Note, Series of 2015

CITY OF ALLENTOWN (the "City"), a local government unit under and pursuant to the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as hereinafter defined, for value received, hereby promises to pay to _____, a banking institution registered to do business within the Commonwealth of Pennsylvania with its principal corporate offices in _____, _____ (the "Bank"), or its successors or assigns, on or before the ____ day of _____, _____, upon surrender hereof, the principal sum of _____ Dollars (\$ _____), and to pay interest on said principal sum at the rate of (____%) per annum, payable initially on _____, and semi-annually on the ____ day of _____ and the ____ day of _____ thereafter, in accordance with the attached debt service schedule, either until maturity hereof or, if this Note shall be prepaid, until the date of such prepayment, principal due in full on or before _____.

The principal of and interest on this Note shall be payable at the principal office of the Bank, or any successor or assignee, in any coin or currency of the United States of America which, at time of payment, is legal tender for payment of public and private debts, to the registered owner on the fifth (5th) day prior to each payment date.

The Note has been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act (the "Act") of the Commonwealth and by virtue of a Ordinance of the City duly enacted December 3, 2014 (the "Ordinance"). The Act, as such shall have been in effect when the Note was authorized, and the Ordinance shall constitute a contract between the City and registered owner, from time to time, of the Note.

The Note constitutes a general obligation of the City payable from its general revenues. The Note is issued for the purpose of providing monies, in addition to those available, to fund the costs of certain capital projects (the Projects as defined in the Ordinance), as such costs are defined in Section 8007 of the Act.

The City has covenanted, in the Ordinance, to and with registered owners, from time to time, of the Note that shall be outstanding, that the City: (i) shall include the amount of the debt service for the Note, for each fiscal year of the City in which such sums are payable, in its budget for that fiscal year, (ii) shall appropriate such amounts from its general revenues for the

payment of such debt service, and (iii) shall duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds, the principal of the Note and the interest thereon on the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the City has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

The City shall have the right to prepay any amount hereunder at any time and from time to time, in whole or in part.

Any prepayment in whole or in part shall include accrued interest and all other sums then due under the Note. No partial prepayment shall affect the obligation of the City to make any payment of principal or interest due under this Note on the regularly scheduled payment date until this Note has been paid in full. Any partial prepayment of principal shall be applied in the inverse order of maturity and shall not postpone or reduce any regularly scheduled payment of principal and interest.

If the Bank shall merge or change its identity or assign this Note, the Bank shall give written notice of such action to the City, which notice shall direct the City to make payments hereunder henceforth to the appropriate successor or assignee. Such notice shall be effective if given not less than fifteen (15) days prior to any date for the payment of principal and interest thereunder, or for the prepayment of principal, if notice of prepayment shall have been given to the Bank.

Reference is hereby made to the Ordinance and to any loan agreement between the City and the Bank for a statement of the nature, extent and manner of enforcement of the security, the terms and conditions under which the Ordinance may be amended or modified, the rights of the holder of the Note in respect to such security, and the terms and conditions under which the Note is issued. The City has established with the Bank a sinking fund for the Note and has made provision for the deposit therein from its general revenues, of amounts sufficient to pay, and from which the Bank, as paying agent and sinking fund depository, is required to pay, the principal of and interest on the Note as the same shall become due and payable.

It is hereby certified that: (i) All acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Note or in creation of the debt of which this Note is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Note, together with any other indebtedness of the City, is not in excess of any limitation imposed by the Act upon the incurring of debt by the City.

IN WITNESS WHEREOF, the City has caused this Note to be executed in its name by the signature or facsimile signatures of the Mayor and the President of the Council of the City, and its seal or a facsimile of its seal to be affixed hereto, attested by the City Clerk, all as of _____, 2015.

CITY OF ALLENTOWN

BY: _____
Mayor

BY: _____
President
Council of the City

ATTEST:

City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION NOTICE.
NO WRITING HEREON EXCEPT
BY PAYING AGENT ON BEHALF OF THE MAKER

It is hereby certified that the foregoing Note is registered as to principal and interest as follows:

<u>Name of Registered Owner</u>	<u>Address of Registered Owner</u>	<u>Date of Registration</u>	<u>Paying Agent's Authorized signature</u>

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer said Note on the books of the within named Maker, with full power of substitution in the premises.

Tax Identification No.

Dated: _____

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

Section 9. The Note shall be executed in the name of and in behalf of this City by the signatures or facsimile signatures of the Mayor and the President of the Council of the City, and the official seal of this City or a facsimile thereof shall be affixed thereunto, attested by the signature or facsimile signature of the City Clerk.

Section 10. This City covenants to and with the holder or registered owner of the Note, from time to time, pursuant to this Ordinance, that this City shall include the amount of the debt service thereon for each fiscal year of this City in which such sums are payable, in its budget for each such fiscal year, shall appropriate such amounts to the payment of such debt service, and duly and punctually shall pay or shall cause to be paid the principal of the Note and the interest thereon on the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this City shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Act, the foregoing covenant of this City shall be enforceable specifically.

Furthermore:

(a) There are created pursuant to Section 8221 of the Act, a sinking fund for the Note, to be known as the "Sinking Fund, General Obligation Note, Series of 2015", or the "2015 Note Sinking Fund", which sinking fund shall be administered in accordance with applicable provisions of the Act.

(b) From the funds deposited in the appropriate sinking funds, the Paying Agent, without further action of the City, is hereby authorized and directed to pay the principal of and interest on the respective Note, and the City hereby covenants that such monies, to the extent required, will be applied to such purpose, as follows: the Paying Agent shall pay all interest and principal on each Note, as and when the same shall become due and payable.

Section 11. The City appoints the Assignee Bank as the Sinking Fund Depository with respect to the Sinking Fund created pursuant to Section 10 of this Ordinance.

Section 12. The Mayor and the Finance Director, respectively of this City are authorized and directed to contract with the Assignee Bank for its services as Sinking Fund Depository and as Paying Agent in connection with the Note, and is authorized and directed to execute on behalf of the City at the appropriate time, a Paying Agent Agreement with the Assignee Bank in its capacity as Paying Agent for the Note. The Mayor and the Finance Director are authorized to approve payment at closing on the sale of the Note of all costs and expenses incidental to such issuance and sale and consummation of the Financing Program.

Section 13. The following additional terms and conditions shall apply, as appropriate, to the Note:

(a) Should the City fail to provide the Paying Agent with sufficient funds, payable to the Sinking Fund, at appropriate intervals, so as to enable the Paying Agent to pay the principal and interest on the Note as and when due, or should the City, through the Paying Agent, fail to make such payments as and when due, or should the City fail to perform any other covenant or condition contained in this Ordinance and running to the benefit of the holder or registered owner of the Note, or contained in the Act as applicable to the Note, such failure shall constitute a default by the City, and the registered owner of the Note shall be entitled to all the rights and remedies provided by the Act in the event of default. If any such default occurs, the Paying Agent may, and upon written request of the registered owner of the Note accompanied by indemnity in such form and in such amount as the Paying Agent shall designate or a Court of competent jurisdiction shall set and establish, shall bring suit upon the Note, or by other appropriate legal or equitable action restrain or enjoin any acts by the City which may be unlawful or in violation of the rights of the owner of the Note.

(b) With respect to the Note hereunder, when such Note shall be paid by the City or the Paying Agent pursuant to the terms and provisions of this Ordinance, they shall be cancelled and cremated or otherwise destroyed by the Paying Agent, which shall then furnish the City with a Certificate of Cremation or Destruction, if requested.

(c) The Note or any of them hereunder shall be deemed to be no longer outstanding if provision for payment at maturity or at redemption, such redemption having been irrevocably undertaken, shall have been made in a manner authorized under Section 8250(b) of the Act.

(d) With respect to the Note hereunder, the City may, from time to time and at any time, enact a supplemental ordinance in order to: (1) cure any ambiguity or formal defect or omission in this Ordinance or in any supplemental ordinance, or (2) grant to or confer upon the owner of the Note any additional rights, remedies, powers, authority, or security that may be lawfully granted to or conferred upon it. This Ordinance may also be amended or modified from time to time, except with respect to the interest payable upon the Note, or with respect to the date of payments and maturity of the Note, and in the case of any such permitted amendment or modification, a certified copy of the same shall be filed with the Paying Agent following approval in writing by the owner of the Note, unless provision for payment or redemption of the Note has been made prior to the effective date thereof as provided in subsection (c) above.

Section 14. The President or Vice President and the City Clerk of this City, which shall include their duly qualified successors in office, if applicable, are authorized and directed as appropriate; (a) to prepare, to certify and to file the debt statement required by Section 8110 of the Act; (b) to prepare and file, as required with the Department of Community and Economic Development (the "Department") of the Commonwealth, statements required by Section 8024 or 8026 of the Act, which are necessary to qualify certain nonelectoral and lease rental debt of this City and, if necessary, the debt which will be evidenced by the Note to be issued hereunder, as

subsidized or self-liquidating debt; (c) to prepare, execute and to file the application with the Department, together with a complete and accurate transcript for the proceedings relating to the incurring of debt, of which debt the Note, upon issue, will be evidence, as required by Section 8111 of the Act; (d) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

Section 15. It is declared that the debt to be incurred by the issuance of the Note hereby, together with any other indebtedness of the City, is not in excess of any limitation imposed by the Act upon the incurring of debt by the City.

Section 16. (a) The City hereby covenants with the registered owners, from time to time, of the Note that no part of the proceeds of the Note or of any moneys on deposit with the Paying Agent and Sinking Fund Depository hereunder will be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably expected on the date of issuance of the Note, would have caused the Note to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 (the "Code") and the Regulations thereunder (the "Regulations") proposed or in effect at the time of such use and applicable to the Note, and that it will comply with the requirements of the section of the Code and the Regulations throughout the term of the Note.

(b) If the total tax-exempt borrowings of the City in the calendar year 2015 should exceed the applicable exemption limitation (not less than \$5,000,000 or more than \$10,000,000), and if the gross proceeds of the Note are invested at a yield greater than the yield on the Note and are not expended within six months from the date of issuance, or within the applicable periods therefrom and in the applicable percentages if Section 148(f)(4)(C)(ii) shall be applicable, the City covenants that it will "Rebate" to the U.S. Treasury, at the times and in the manner required by the Code, all investment income derived from investing the proceeds of the

Note in an amount which exceeds the amount which would have been derived from the investment of the proceeds of the Note at a yield not in excess of the yield on the Note. Provided however, that the President of the City Council and the Mayor are hereby authorized on behalf of the City to exercise an election to pay, in lieu of Rebate, a penalty pursuant to Section 148(f)(4)(C)(vii)(I), which election, if made in their discretion, shall be contained in the City's Non-Arbitrage Certificate with respect to the Note issued at closing thereon, and shall thereupon become binding upon the City, in which case the City shall pay the appropriate penalties, as applicable, as and when due, in lieu of Rebate.

Section 17. The City does hereby covenant and agree, for the benefit of the holders of the Note from time to time, that it will comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission ("SEC") with respect to municipal securities disclosure, and will execute and comply with an appropriate Continuing Disclosure Certificate as approved by note counsel as long as the Note are outstanding.

Section 18. Proper officers of this City are authorized and directed to deliver the Note, upon execution thereof as provided for herein, to the Assignee Bank, but only upon receipt of proper payment of the balance due or the amount then to be drawn thereon, and only after the Department has certified its approval pursuant to Section 8111 of the Act, and to pay or direct the payment of the costs of issuance and comply with any loan agreement requirements, including fees due and payable to the Assignee Bank.

Section 19. The proceeds of the sale of the Note, after payment of the costs of issuance, shall be invested, pending application to the payment of costs of the Projects, in investments (the "Investments"), which are legal investments for City under the laws and statutes of the Commonwealth of Pennsylvania, and further, to the extent not invested in direct obligations of the United States, such Investments shall be adequately collateralized by such obligations. The

Finance Director is hereby authorized and directed to make appropriate arrangements for the Investments.

Section 20. In the event that any provision, section, sentence, clause or part of this Ordinance shall be held invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the City that such remainder shall be and shall remain in full force and effect.

Section 21. All ordinances or parts of ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

Section 22. This Ordinance shall be effective in accordance with Section 8003(c) of the Act.

DULY ENACTED this 3rd day of December, 2014, by the Council of City of Allentown,
Lehigh County, Pennsylvania, in lawful session duly assembled.

(Vice) President of Council

ATTEST:

City Clerk

[SEAL]

Executed and approved by me this 3rd day of December, 2014.

Mayor of City of Allentown
Lehigh County, Pennsylvania

I hereby certify that the foregoing Ordinance was passed by the City Council and signed by his Honor the Mayor on December 3, 2014.

City Clerk

CERTIFICATION

I hereby certify that the foregoing document is a true and correct copy of Ordinance passed by Allentown City Council on December 3, 2014.

Certified this 3rd day of December, 2014.

City Clerk

CITY OF ALLENTOWN
LEHIGH COUNTY, PENNSYLVANIA

IN RE:

2015 NOTE FINANCING)	BORROWING ORDINANCE
)	
)	CERTIFICATE OF ENACTMENT

CERTIFICATE

I, the undersigned, City Clerk of the City of Allentown, Lehigh County, Pennsylvania (the "City"), certify that:

The foregoing is a true and correct copy of a Ordinance which duly was enacted by affirmative vote of a majority of all members of the Council of the City at a meeting duly held on the 3rd day of December, 2014; said Ordinance duly has been recorded in the Minute Book of the Council of the City; notices with respect to enactment (both before and after enactment) of said Ordinance have been published as required by law; and said Ordinance has not been amended, altered, modified, or repealed as of the date of this certificate.

I further certify that:

The total number of members of the Council of the City is seven (7); the vote of the members of the Council upon said Ordinance was called and duly was recorded upon the Minutes of said meeting; and members of the Council voted upon said Ordinance in the following manner:

Julio A. Guridy	_____
Ray O'Connell	_____
Joe Davis	_____
Jeanette Eichenwald	_____
Daryl L. Hendricks	_____
Cynthia Mota	_____
Peter G. Schweyer	_____

IN WITNESS WHEREOF, I set my hand and affix the official seal of the City, this 3rd day of December, 2014.

City Clerk

(SEAL)

\$7,000,000
 CITY OF ALLENTOWN
 GENERAL OBLIGATION NOTE, SERIES OF 2015

DEBT SERVICE SCHEDULE

<u>Date</u>	<u>Maximum Principal</u>	<u>Maximum Rate [1]</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Proposed Fiscal Year Debt Service</u>
8/1/2015	800,000	6.000	206,500.00	1,006,500.00	1,006,500.00
2/1/2016	1,400,000	6.000	186,000.00	1,586,000.00	
8/1/2016			144,000.00	144,000.00	1,730,000.00
2/1/2017	1,500,000	6.000	144,000.00	1,644,000.00	
8/1/2017			99,000.00	99,000.00	1,743,000.00
2/1/2018	1,600,000	6.000	99,000.00	1,699,000.00	
8/1/2018			51,000.00	51,000.00	1,750,000.00
2/1/2019	1,700,000	6.000	51,000.00	1,751,000.00	
8/1/2019					1,751,000.00
TOTALS	7,000,000		980,500.00	7,980,500.00	7,980,500.00

[1] Assumes a Maximum Interest Rate of 6.00%

Short Term Loan

	<u>2015</u>	<u>2016</u>	<u>2017</u>
IT Related Items (Mostly 5-7 yr life)			
1) Voiceover Phone System	\$400,000	\$0	\$0
2) Equipment Replacement (PCs, Scanners, Network Switches)	\$200,000	\$200,000	\$200,000
3) Archives System	\$150,000	\$0	\$0
4) Contingency Funds for Equipment	\$100,000	\$100,000	\$100,000
Subtotal	\$850,000	\$300,000	\$300,000

Police Related Issues

1) In-car Cameras-- Need 41, 10 more from Grant (5 year life)	\$202,000	\$0	\$0
2) Body Cameras - \$950/unit for 150 Officers (5 year life)	\$150,000	\$0	\$0
3) Record Management System (5 year life)	\$100,000	\$50,000	\$50,000
4) Mobile Data Computers (5 year life)	\$87,000	\$87,000	\$87,000
5) On Street Cameras (5 year life)	\$100,000	\$100,000	\$100,000
Subtotal	\$639,000	\$237,000	\$237,000

Public Works Issues (10yr life)

1) Trucks, Police Cars, Etc.	\$1,000,000	\$1,150,000	\$1,150,000
Total	\$2,489,000	\$1,687,000	\$1,687,000

Grand Total \$5,863,000



CITY OF ALLENTOWN

No. 52

RESOLUTION

R - 2014

Introduced by the Administration on November 19, 2014

Authorizes encroachment of handicap ramp, landing, 3 steps @ 1006 Hanover Avenue

Resolved by the Council of the City of Allentown, That

WHEREAS, Article 903.02, of the Codified Ordinances of the City of Allentown, relating to Permanent Obstructions, specifies the criterion and the conditions under which permissible encroachments such as steps, porches, planters, fences, building projections, and service structures shall be permitted in the public-right-of-way; and

WHEREAS, permissible encroachments may not exceed 1/3 of the sidewalk area measured from the property line and may not reduce the width of the abutting sidewalk to less than five feet; and

WHEREAS, such encroachments shall not impede or endanger the free flow of pedestrian or vehicular traffic; adversely affect the passage of light or air to adjoining properties; adversely affect in any other manner the health, safety or welfare of adjoining property owners or the public in general; or represent a significant variance from the number or size of encroachments existing in the immediate block area; and

WHEREAS, permanent obstructions not permitted under the above criterion or approved by the Bureau of Building and Standards, may be permitted upon the expressed approval of Council in the form of a resolution; and

WHEREAS, Leah Financial, the property owner as listed on the attached application, is requesting an encroachment to install ramp, landing and 3 steps in the public right-of-way at 1006 Hanover Avenue, which was denied by the Administration as it encroaches more than one third (1/3) into the right-of-way; and

WHEREAS, Allentown City Council finds that the proposed encroachment will not substantially impact the public-right-of-way.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Allentown approves said encroachment and directs the Mayor to enter into an agreement on behalf of the City allowing the encroachment.

- **What Department or bureau is Bill originating from? Where did the initiative for the bill originate?**

Initiated from an encroachment application for permanent handicap ramp, landing, 3 steps to be installed at 1006 Hanover Avenue.

- **Summary and Facts of the Bill**

More than 1/3 of the public right-of way requiring council approval-- 4 ft into a 10ft public right of way

- **Purpose – Please include the following in your explanation:**
 - **What does the Bill do – what are the specific goals/tasks the bill seek to accomplish**
 - **What are the Benefits of doing this/Down-side of doing this**
 - **How does this Bill related to the City's Vision/Mission/Priorities**

The property owner needs this handicap accessibility for the walk-up service ice cream shop.

- **Financial Impact – Please include the following in your explanation:**
 - **Cost (Initial and ongoing)**
 - **Benefits (initial and ongoing)**

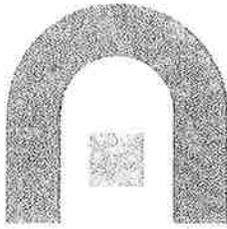
No cost to the City

- **Funding Sources – Please include the following in your explanation:**
 - **If transferring funds, please make sure bill gives specific accounts; if appropriating funds from a grant list the agency awarding the grant.**

N/A

- **Priority status/Deadlines, if any**
- **Why should Council unanimously support this bill?**

Engineering Department in agreement in allowing this permanent encroachment



Allentown
City without limits.

Lisa A. Cocca
Administrative Supervisor
Department of Public Works
Bureau of Engineering
641 South Tenth Street
Allentown PA 18103
610.437.7576
Fax 610.437.7614
coccal@allentowncity.org

October 31, 2014

Leah Financial
820 East Chew Street
Allentown PA 18109

RE: 1006 Hanover Avenue- Permanent Encroachment handicap ramp in the public right-of-way

Dear Applicant:

Enclosed please find a copy of the original Encroachment application (a copy has been sent to City Council) regarding your request for the permanent encroachment pertaining to the handicap ramp, landing, 3 steps in the public right-of-way.

Please note the request was denied by the department(s) listed on the routing sheet on the back of the application. However, your application was submitted to City Council to reconsider the decision.

If you have any questions please do not hesitate to call me at 610-437-7596.

Very truly yours,

Lisa A. Cocca

Enclosure

cc: City Council



Permanent ENCROACHMENT APPLICATION

ORDINANCE #13066

PERMANENT

TEMPORARY

APPLICATION DATE JULY 15, 2014

PERMIT NO. _____

DATE ISSUED _____

FEE PAID _____

INFORMATION BEING FAXED TO THE PARKING AUTHORITY FAX (610) 437-7614
PLEASE PRINT OR TYPE CLEARLY WITH BLUE OR BLACK INK

ADDRESS OF ENCROACHMENT: 1006 HANOVER AVENUE, ALLENTOWN PA 18109

TIME PERIOD APPLIED FOR: PERMANENT ENCROACHMENT

TYPE OF ENCROACHMENT: HANDICAPPED RAMP, LANDING, 3 STEPS

IF DUMPSTER OR SCAFFOLDING: N/A

NAME OF SUPPLIER: N/A PHONE: N/A

ADDRESS: N/A

NAME OF PROPERTY OWNER: LEAH FINANCIAL PHONE: 484-239-6254

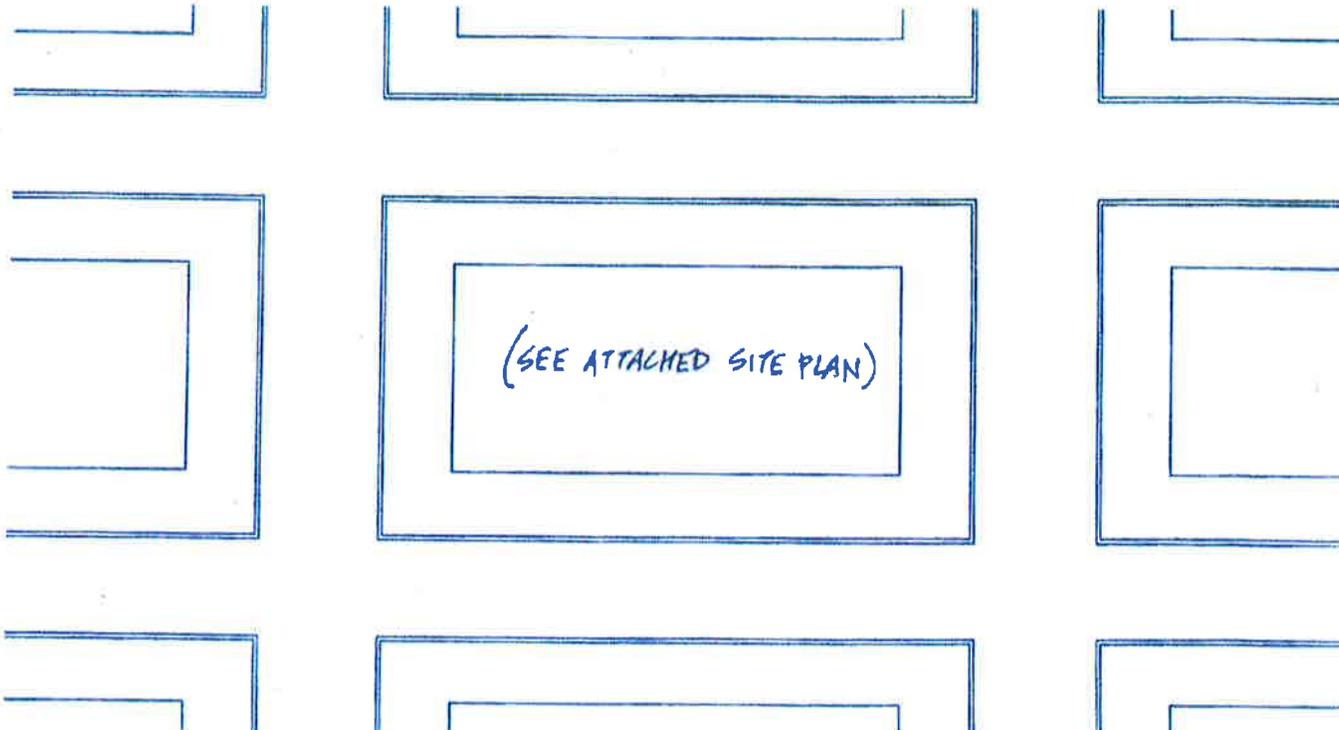
ADDRESS: 820 EAST CHEW ST. ALLENTOWN, PA 18109

NAME OF APPLICANT: MR. KEN GROSSMAN PHONE: 484-239-6254

ADDRESS: 1006 HANOVER AVENUE, ALLENTOWN, PA 18109

APPLICANT'S SIGNATURE: X [Signature]

ALL APPLICATION TO BE ACCOMPANIED BY A MEASURE SKETCH BELOW



ROUTING SHEET

BUREAU OR DIVISION	DATE REC'D.	DATE REVIEW COMPLETED	DATE APPROVED	*DATE REJECTED
MDH HARB	10/28/14	10/28/14	N/A - Not in Historic District	
ENG	10/24/14	10/24/14	10/24/14	*
INSP.	10-29-14	10-29-14	10-29-14	*
TRAFFIC	10-30-14	10-30-14	10-30-14	⊕
OTHER ZONING	10.28.14	10.28.14	10.28.14	

UPON COMPLETION OF REVIEW BY THOSE BUREAUS/DIVISION/AGENCIES CHECKED ABOVE, RETURN THE APPLICATION TO THE DIRECTOR OF CODE ENFORCEMENT (BUILDING STANDARDS AND SAFETY - INSPECTION DIVISION). IF REJECTED MANAGER OF BUREAU/DIVISION/AGENCY IS TO ATTACH MEMO EXPLAINING REASON/S.

IF REJECTED OR NOT PERMITTED IN ACCORDANCE WITH THE ORDINANCE, FORWARD TO CITY CLERK FOR ACTION BY CITY COUNCIL.

APPROVED REJECTED

Craig Messinger / wac
DIRECTOR, COMMUNITY DEVELOPMENT OR DESIGNEE

10/31/14
DATE

* NEEDS CITY COUNCIL APPROVAL - MORE THAN 1/3 OF PUBLIC RIGHT OF WAY - 4 FT INTO A 10 FT ROW

* - Plans/permits required

⊕ Submit Detailed Plan for Review.

1018.2 Corridor width. The minimum *corridor* width shall be as determined in Section 1005.1, but not less than **44 inches** (1118 mm).

Exceptions:

1. Twenty-four inches (610 mm)—For access to and utilization of electrical, mechanical or plumbing systems or equipment.
2. Thirty-six inches (914 mm)—With a required occupant capacity of less than 50.
3. Thirty-six inches (914 mm)—Within a dwelling unit.
4. Seventy-two inches (1829 mm)—In Group E with a *corridor* having a required capacity of 100 or more.
5. Seventy-two inches (1829 mm)—In *corridors* and areas serving gurney traffic in occupancies where patients receive outpatient medical care, which causes the patient to be not capable of self-preservation.
6. Ninety-six inches (2438 mm)—In Group I-2 in areas where required for bed movement.

1018.3 Corridor obstruction. The required width of *corridors* shall be unobstructed.

Exception: Doors complying with Section 1005.2.

1018.4 Dead ends. Where more than one *exit* or *exit access doorway* is required, the *exit access* shall be arranged such that there are no dead ends in *corridors* more than 20 feet (6096 mm) in length.

Exceptions:

1. In occupancies in Group I-3 of Occupancy Condition 2, 3 or 4 (see Section 308.4), the dead end in a *corridor* shall not exceed 50 feet (15 240 mm).
2. In occupancies in Groups B, E, F, I-1, M, R-1, R-2, R-4, S and U, where the building is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1, the length of the dead-end *corridors* shall not exceed 50 feet (15 240 mm).
3. A dead-end *corridor* shall not be limited in length where the length of the dead-end *corridor* is less than 2.5 times the least width of the dead-end *corridor*.

1018.5 Air movement in corridors. *Corridors* shall not serve as supply, return, exhaust, relief or ventilation air ducts.

Exceptions:

1. Use of a *corridor* as a source of makeup air for exhaust systems in rooms that open directly onto such *corridors*, including toilet rooms, bathrooms, dressing rooms, smoking lounges and janitor closets, shall be permitted, provided that each such *corridor* is directly supplied with outdoor air at a rate greater than the rate of makeup air taken from the *corridor*.
2. Where located within a dwelling unit, the use of *corridors* for conveying return air shall not be prohibited.

3. Where located within tenant spaces of 1,000 square feet (93 m²) or less in area, utilization of *corridors* for conveying return air is permitted.

4. Incidental air movement from pressurized rooms within health care facilities, provided that the *corridor* is not the primary source of supply or return to the room.

1018.5.1 Corridor ceiling. Use of the space between the *corridor* ceiling and the floor or roof structure above as a return air plenum is permitted for one or more of the following conditions:

1. The *corridor* is not required to be of fire-resistance-rated construction;
2. The *corridor* is separated from the plenum by fire-resistance-rated construction;
3. The air-handling system serving the *corridor* is shut down upon activation of the air-handling unit *smoke detectors* required by the *International Mechanical Code*;
4. The air-handling system serving the *corridor* is shut down upon detection of sprinkler waterflow where the building is equipped throughout with an *automatic sprinkler system*; or
5. The space between the *corridor* ceiling and the floor or roof structure above the *corridor* is used as a component of an *approved* engineered smoke control system.

1018.6 Corridor continuity. Fire-resistance-rated corridors shall be continuous from the point of entry to an *exit*, and shall not be interrupted by intervening rooms.

Exception: Foyers, lobbies or reception rooms constructed as required for *corridors* shall not be construed as intervening rooms.

SECTION 1019 EGRESS BALCONIES

1019.1 General. Balconies used for egress purposes shall conform to the same requirements as *corridors* for width, headroom, dead ends and projections.

1019.2 Wall separation. Exterior egress balconies shall be separated from the interior of the building by walls and opening protectives as required for *corridors*.

Exception: Separation is not required where the exterior egress balcony is served by at least two *stairs* and a dead-end travel condition does not require travel past an unprotected opening to reach a *stair*.

1019.3 Openness. The long side of an egress balcony shall be at least 50 percent open, and the open area above the guards shall be so distributed as to minimize the accumulation of smoke or toxic gases.

SECTION 1002.101.2 CORRIDOR WIDTH

1011.2 Corridor width

1011.2.1 Corridor width

1011.2.2 Corridor width

1011.2.3 Corridor width

1011.2.4 Corridor width

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1011.2.100 Corridor width

1011.2 Corridor width. The minimum corridor width shall be as determined in Section 1002.1, but not less than 44 inches (1118 mm).

Exceptions:

- Twenty-four inches (610 mm) for access to and utilization of electrical, mechanical or plumbing systems or equipment.
- Thirty-six inches (914 mm) with a required occupant capacity of less than 50.
- Thirty-six inches (914 mm) within a dwelling unit.
- Seventy-two inches (1829 mm) in Group B with a corridor having a required capacity of 100 or more.
- Seventy-two inches (1829 mm) in corridors and areas serving gurney traffic in occupancies where patients receive outpatient medical care which causes the patient to be not capable of self preservation.
- Thirty-six inches (914 mm) in Group 1-2 in areas where required for bed movement.

The corridor widths specified in Section 1011.2 and its exceptions are long established minimums originally derived from human dimensions, practical concerns, occupant load and psychological considerations. Additional corridor capacity, when necessary, is determined in accordance with Section 1005, Egress Width.

The number of occupants using a corridor for egress establishes the required capacity of a corridor, as well as any specific portion of a corridor system. Portions of a corridor system may differ in width for a variety of reasons not related to code minimums. The designer and building official are expected to verify that corridor widths and corridor fire-resistance ratings are in accordance with Sections 1005 and 1011.

The required occupant capacity of a corridor is based on the total occupant load of the rooms and spaces served by the corridor as determined by Section 1004. Where a corridor is served by two exits in opposite directions, the corridor capacity is split to determine the minimum required width of those exits (exit door, exit stairway) at each end of the corridor. The total occupant load served by a corridor is not split to establish the corridor fire-resistance rating or capacity.

The width of passageways, aisles and corridors is a functional element of building construction that allows the occupants to circulate freely and comfortably throughout the floor area under nonemergency conditions. Under emergency situations, the egress passageways must provide the needed width to accommodate the number of occupants that must utilize the corridor for egress.

When the occupant load of the spaces exceeds 49, the minimum width of the passageway, aisle or corridor serving that space is required to be at least 44 inches (1118 mm) to permit two unimpeded parallel columns of users to travel in opposite directions. When the occupant load served is 49 or less, a minimum width of 36 inches (914 mm) is permitted and the users are expected to encounter some intermittent travel interference from fellow users, but the lower occupant load makes those occasions infrequent and tolerable. The 36-inch (914 mm) minimum width is also required within a dwelling unit.

Passageways that lead to building equipment and systems must be at least 24 inches (610 mm) in width to provide a means to access and service the equipment when needed. Due to the frequency of the servicing intervals and the limited number of occupants in these normally unoccupied areas, a reduced width is warranted. This minimum width criteria applies to many common situations, such as stage lighting and special-effects catwalks; catwalks leading to heating and cooling equipment as well as passageways providing access to boilers, furnaces, transformers, pumps, piping and other equipment.



CITY OF ALLENTOWN

No. 53

RESOLUTION

R - 2014

Introduced by the Administration on November 19, 2014

Authorizes encroachment of 3 planters @ 826 W. Linden Street (on Linden)

Resolved by the Council of the City of Allentown, That

WHEREAS, Article 903.02, of the Codified Ordinances of the City of Allentown, relating to Permanent Obstructions, specifies the criterion and the conditions under which permissible encroachments such as steps, porches, planters, fences, building projections, and service structures shall be permitted in the public-right-of-way; and

WHEREAS, permissible encroachments may not exceed 1/3 of the sidewalk area measured from the property line and may not reduce the width of the abutting sidewalk to less than five feet; and

WHEREAS, such encroachments shall not impede or endanger the free flow of pedestrian or vehicular traffic; adversely affect the passage of light or air to adjoining properties; adversely affect in any other manner the health, safety or welfare of adjoining property owners or the public in general; or represent a significant variance from the number or size of encroachments existing in the immediate block area; and

WHEREAS, permanent obstructions not permitted under the above criterion or approved by the Bureau of Building and Standards, may be permitted upon the expressed approval of Council in the form of a resolution; and

WHEREAS, Allentown Parking Authority, the property owner as listed on the attached application, is requesting an encroachment for 3 planters in the public right-of-way at 826 W. Linden Street, which was denied by the Administration as it encroaches more than one third (1/3) into the right-of-way; and

WHEREAS, Allentown City Council finds that the proposed encroachment will not substantially impact the public-right-or-way.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Allentown approves said encroachment and directs the Mayor to enter into an agreement on behalf of the City allowing the encroachment.

- **What Department or bureau is Bill originating from? Where did the initiative for the bill originate?**

Permanent Encroachment needed for sidewalk planters in the public right of way @ 826 West Linden Street.

- **Summary and Facts of the Bill**

More than 1/3 of the public right-of way requiring council approval-- planters (3) are 2ft from the face of the curb.

- **Purpose – Please include the following in your explanation:**
 - **What does the Bill do – what are the specific goals/tasks the bill seek to accomplish**
 - **What are the Benefits of doing this/Down-side of doing this**
 - **How does this Bill related to the City's Vision/Mission/Priorities**

It allows separation from curbing edge to sidewalk area for pedestrian travel.

- **Financial Impact – Please include the following in your explanation:**
 - **Cost (Initial and ongoing)**
 - **Benefits (initial and ongoing)**

No cost to the City

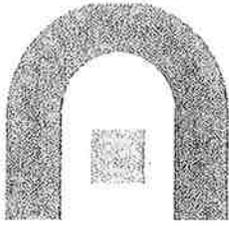
- **Funding Sources – Please include the following in your explanation:**
 - **If transferring funds, please make sure bill gives specific accounts; if appropriating funds from a grant list the agency awarding the grant.**

N/A

- **Priority status/Deadlines, if any**

- **Why should Council unanimously support this bill?**

Engineering Department in agreement in allowing this permanent encroachment



Allentown
City without limits.

Lisa A. Cocca
Administrative Supervisor
Department of Public Works
Bureau of Engineering
641 South Tenth Street
Allentown PA 18103
610.437.7576
Fax 610.437.7614
coccal@allentowncity.org

October 31, 2014

Allentown Parking Authority
603 W Linden Street
Allentown PA 18101

**RE: 826 West Linden Street- Permanent Encroachment sidewalk planters in
the public right-of-way**

Dear Applicant:

Enclosed please find a copy of the original Encroachment application (a copy has been sent to City Council) regarding your request for the permanent encroachment pertaining to the sidewalk planters in the public right-of-way.

Please note the request was denied by the department(s) listed on the routing sheet on the back of the application. However, your application was submitted to City Council to reconsider the decision.

If you have any questions please do not hesitate to call me at 610-437-7596.

Very truly yours,

Lisa A. Cocca

Enclosure

cc: City Council

Bridgeworks ■ 641 South 10th Street ■ Allentown, PA 18103-3173

An Equal Opportunity Employer ■ Hearing Impaired - TTY 610.437.7551 ■ Printed on Recycled Paper

www.allentownpa.gov • An Equal Opportunity Employer • Hearing Impaired - TTY 610.437.7551 • Printed on Recycled Paper

Permanent

ENCROACHMENT APPLICATION

ORDINANCE #13066



PERMANENT X
TEMPORARY _____
APPLICATION DATE 10/24/14

PERMIT NO. _____
DATE ISSUED _____
FEE PAID _____

INFORMATION BEING FAXED TO THE PARKING AUTHORITY FAX (610) 437-7614
PLEASE PRINT OR TYPE CLEARLY WITH BLUE OR BLACK INK

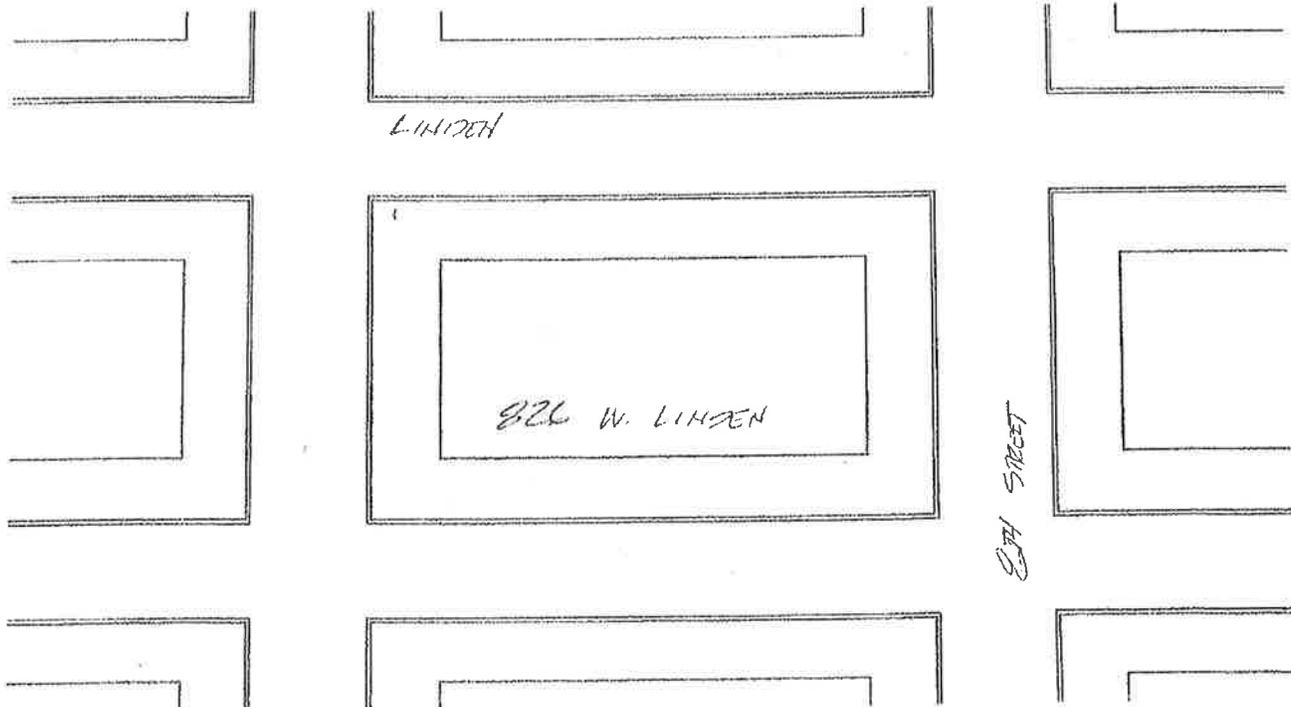
ADDRESS OF ENCROACHMENT: 826 WEST LINNEN STREET
TIME PERIOD APPLIED FOR: PERMANENT
TYPE OF ENCROACHMENT: FIBERGLASS SIDEWALK PLANTERS
IF DUMPSTER OR SCAFFOLDING _____
NAME OF SUPPLIER: TOURNESE PHONE: _____
ADDRESS _____

NAME OF PROPERTY OWNER ALLENTOWN PARKING AUTHORITY PHONE 610 291-9090
ADDRESS 603 W. LINNEN ST. ALLENTOWN, PA 18101

NAME OF APPLICANT PEAK CONSTRUCTION INC. PHONE 484-223-0726
ADDRESS 1207 HANSMAN ROAD, ALLENTOWN, PA 18104
APPLICANT'S SIGNATURE [Signature]

ALL APPLICATION TO BE ACCOMPANIED BY A MEASURE SKETCH BELOW

SEE ATTACHED PLANS ALSO.



ROUTING SHEET

BUREAU OR DIVISION	DATE REC'D.	DATE REVIEW COMPLETED	DATE APPROVED	*DATE REJECTED
MDH HARB	10/28/14	10/28/14	D/A - Not in Historic District	
EBB ENG.	10/27/14	10/27/14	10/27/14 *	
GH INSP.	10-29-14	10-29-14	10-29-14	
TK TRAFFIC	10-30-14	10-30-14	10-30-14 (2)	
Rom OTHER zoning	10.28.14	10.28.14	10.28.14	

UPON COMPLETION OF REVIEW BY THOSE BUREAUS/DIVISION/AGENCIES CHECKED ABOVE, RETURN THE APPLICATION TO THE DIRECTOR OF CODE ENFORCEMENT (BUILDING STANDARDS AND SAFETY - INSPECTION DIVISION). IF REJECTED MANAGER OF BUREAU/DIVISION/AGENCY IS TO ATTACH MEMO EXPLAINING REASON/S.

IF REJECTED OR NOT PERMITTED IN ACCORDANCE WITH THE ORDINANCE, FORWARD TO CITY CLERK FOR ACTION BY CITY COUNCIL.

_____ APPROVED _____ REJECTED

Craig Messinger /ae
DIRECTOR, COMMUNITY DEVELOPMENT OR DESIGNEE

10/31/14
DATE

* NEED COUNCIL APPROVAL - MORE THAN 1/3 OF PUBLIC RIGHT OF WAY.
Get curb line ~90% in to ROW

(*) PLANTERS SHOULD MOVE BACK AT LEAST 2' FROM FACE OF THE CURB.

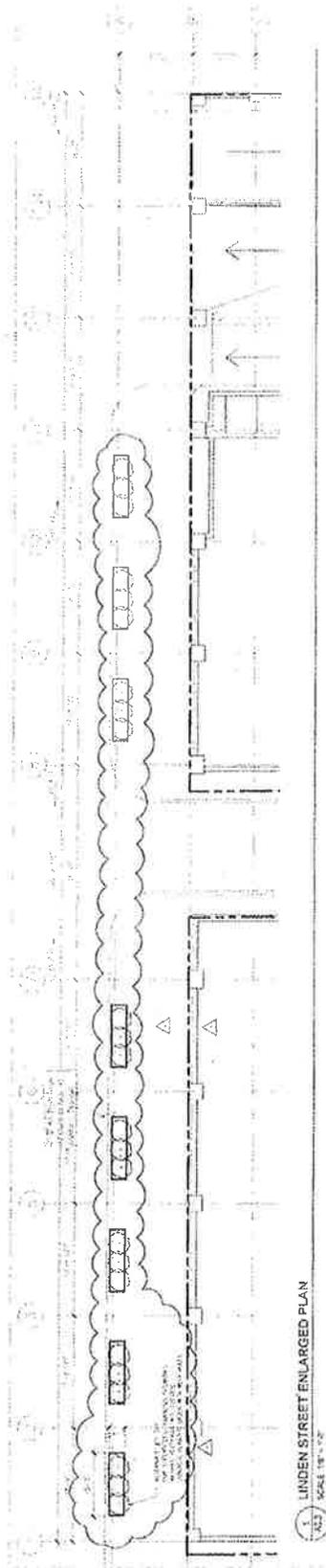
PROJECT
Spiral Deck Renovations
1000 West 10th Street
Vancouver, BC V6H 2Y7

ARCHITECT
TimHaa s Incorporated
1000 West 10th Street
Suite 100
Vancouver, BC V6H 2Y7
Tel: 604.681.1111
www.timhaas.com

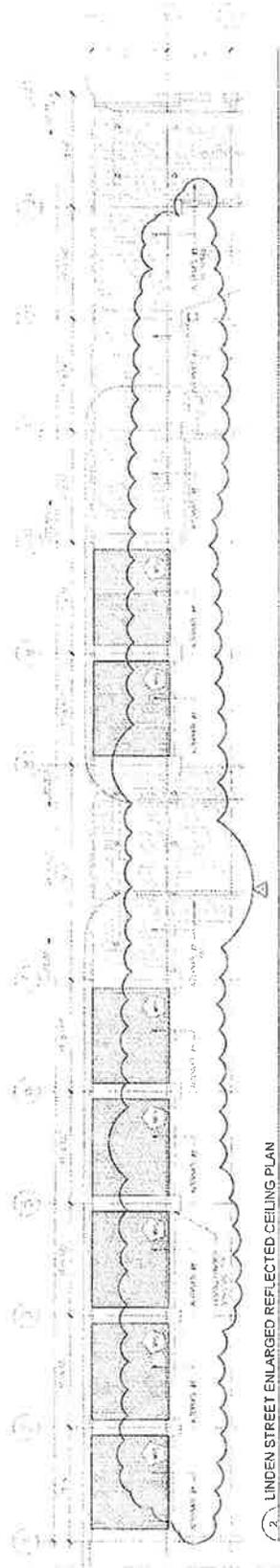
DATE
2014.08.14

ALBERTA 20
REGISTERED ARCHITECT
PK 14402-00
PROJECT

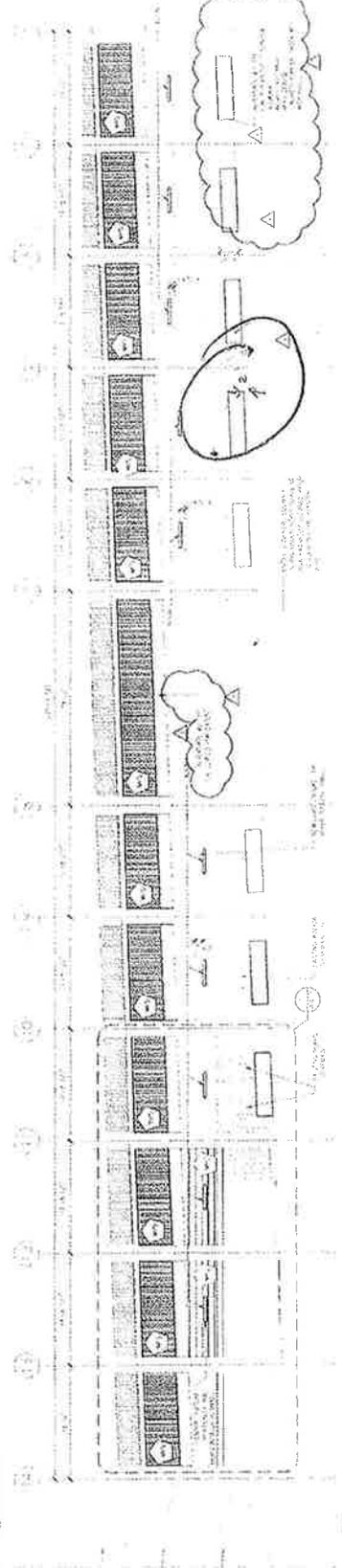
SPIRAL DECK RENOVATIONS



1
A3.3
LINDEN STREET ENLARGED PLAN
SCALE 1/8" = 1'-0"



2
A3.3
LINDEN STREET ENLARGED REFLECTED CEILING PLAN
SCALE 1/8" = 1'-0"



3
A3.3
LINDEN STREET ENLARGED ELEVATION
SCALE 1/8" = 1'-0"



4
A3.3
PARTIAL LINDEN STREET ELEVATION
SCALE 1/8" = 1'-0"

ALBERTA 20
REGISTERED ARCHITECT
PK 14402-00
PROJECT

DATE
2014.08.14

ALBERTA 20
REGISTERED ARCHITECT
PK 14402-00
PROJECT

A3.3

ISSUE FOR BID



CITY OF ALLENTOWN

54

RESOLUTION

R – 2014

Introduced by the Administration on November 19, 2014

Certificates of Appropriateness for work in the Historic Districts

Resolved by the Council of the City of Allentown, That

WHEREAS, Certificates of Appropriateness are required under the provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania No. 167, June 13, 1961 (P.L. 282) and City of Allentown Ordinance No. 12314; and

WHEREAS, the following owners and/or applicants propose exterior alterations of the listed properties as indicated on the attached Case Reports:

339 N. 10th Street
Hulda Banegas

1513 W. Turner Street
William & Susan Karpovich

341 N. 10th Street
Joseph Colasuonno

1553 W. Turner Street
Jeremy & S. Brokopp Binder

343 N. 10th Street
Juan R. Velazquez

1101 W. Turner Street
Richard & Rachelle Thatcher

1036 Chew Street
DLP Realty Investments LLC

343-345 N. 9th Street
Christian Brown

145 N. 10th Street
Bryan & Eve Yocum

WHEREAS, on November 3, 2014, the Allentown Historical Architectural Review Board recommended approval of the above applications or offered modifications, which were subsequently accepted by the property owners, to City Council; and

WHEREAS, after reviewing the above-mentioned HARB Case Reports, it is the opinion of City Council that the proposed work is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Allentown that Certificates of Appropriateness are hereby granted for the above referenced work.

**CITY OF ALLENTOWN
Historical Architectural Review Board
FINAL REVIEW SHEET
November 3, 2014**

Case # HBDC-2014-00031- Proposal to demolish the building due to sinkhole damage.

Property located at: 339 N. 10th Street
Agenda #3
Historic District: Old Allentown
Case #HDC-2014-00031
Meeting date: October 6, 2014
Property Owner: HSBC Bank USA NA
Trustee

Address: 2929 Walden Ave., Depew, NY
14043-2602
Applicant: David Paulus, Director- Bureau
of Building Standards & Safety, City of
Allentown
Applicant's Address: City Hall, Allentown

Building description, period, style, defining features: This 2½-story brick row house, ca 1885 is Eastlake in style. The gable roof has a single glazed and engraved dormer, ornate bracketed cornice and slate shingles. The 2nd floor windows are 1/1 sash with Eastlake lintels. The 1st floor windows are a set of three 1/1 sash with transoms above each window. The porch is concrete with bull nose edged steps, knee wall and two visible basement window grilles. The main entry is a single ¾-glazed door. The grocer's alley door is a wooden slatted and 1/2 –panel door with very ornate lintel. There is an Allentown Porch Roof with a barrel profile, closed roof ends, simple wood brackets, hidden rafter ends, and asphalt shingles.



Proposed alterations: It is proposed to demolish the building due to sinkhole damage.

Background: 1993-39 – Heard on August 18, 1993

A Certificate of Appropriateness was issued to raze the rear garage.

1995-2 – Heard on January 18, 1995

A Certificate of Appropriateness was issued to rebuild south wall of garage at 341 N. 10th Street with concrete block, and to install a 42" chain link fence between the parking area and yard.

This is a part of an overall rehabilitation project at the property, the remainder of which is interior or considered repair and maintenance and does not require HARB review.

1995-49 Heard on October 18, 1995 – COA granted.

A Certificate of Appropriateness was issued to replace existing roofs; main, flat 2nd floor rear, and 1st floor front porch; and replace three first floor rear south wall windows with vinyl windows will be the same size as the openings. Replace peak roof shingles with black fiberglass shingles.

Violations: n/a

Guideline Citation SIS 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible

with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. **SIS 6.** Deteriorated features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. **Allentown Guidelines for Historic Districts: Chapter 5. Guidelines for Existing Buildings and Structures 3. Demolition**

Evaluation, effect on historic district, recommendations: This building is part of a historically and architecturally intact row of homes facing the eastern end of the West End Cemetery. All possible attempts should be undertaken to save this and the adjacent two structures. The demolition of a historic building is a significant matter. The following criteria has been created to ensure a consistent review of proposed demolition and to prevent the unnecessary demolition of historic buildings and structures.

1. Feasibility of Rehabilitation

The feasibility of rehabilitation should be investigated as part of an application for demolition. Demolition should only be considered if rehabilitation is ruled to be economically infeasible.

Recommendation: Cost analyses and engineering reports should be provided showing the building cannot be repaired at a reasonable cost

2. Architectural Significance

A structure's significance to its designated Historic District should be considered during the review process. **Recommendation: This building and the adjacent buildings are important contributing resources in the Old Allentown Historic District. They create a unified façade facing the West End Cemetery.**

3. Compatibility and Relevance

Structures intrusive to the original patterns of materials, scale and compatibility in a historic district will be reviewed accordingly. A structure's location in relation to a primary street, secondary street or alleyway will carry weight in its review. The hierarchy and relationship of primary structures to accessory structures will be considered. **Recommendation: This building and the adjacent buildings are located on a primary street and contribute to a highly visible and unified street façade.**

4. Proposed Future Development

Future development must follow the Guidelines for New Construction in Historic Districts. The contribution of the future development to the designated Historic District will be important to the review process. **Recommendation: see below for treatment of adjacent walls and land if demolition is determined to be necessary.**

5. Clear and Present Danger

The City Building Inspector may declare clear and present danger when a building is in a state of collapse or has deteriorated beyond a point of being sound and safe. All cases claiming clear and present danger must be accompanied by official documentation.

Recommendation: Engineering reports indicating the structural danger should be submitted. If the buildings can be shown to be in danger of collapse and a public hazard, demolition would need to be permitted.

If demolition is approved, character defining features and materials should be salvaged prior to demolition. Lintels, windows, doors, cornices, basement grills, etc. are important to save. The ground surface revealed after the demolition should be covered with a low maintenance planting material. Fencing of appropriate historic character might also be installed at the front and rear of the property. Options might include a "wrought-iron" type fence with simple pickets and horizontal top and bottom rails in the front and possible wood board fence topped with lattice at the rear. The treatment of the side of the adjacent property should be specified. As in the past, the HARB has recommended a smooth, sand finish stucco to be applied to revealed masonry surfaces. The stucco should have a warm sandy color. Frame surfaces revealed should be

sided with smooth fiber cement lap siding of appropriate color. Vinyl siding might be an acceptable option if smooth and located at the rear of the property.

Discussion: The demolition of this property and the two other properties affected by the sink hole at 339 and 341 were discussed together. There was an in depth discussion of the possibility of repairing the buildings and the history of the City's attempts to work with the owners. The house at 345 was repaired and is now stable and occupied. The repair option was given more hope based on an engineering report recently compiled by Pennoni Engineering and forwarded to the HARB by the current owner of 341. Mr. Paulus, the Director of the Bureau of Building Standards & Safety for the City, and Mr. Geist, Building Inspector for the City, reviewed the information in the report with the HARB and explained the reality of the situation. In order to repair the middle building, the others would also need to be repaired at the same time since the buildings are intimately tied together (especially 341 and 343). Because of the different owners and the difficulty they have had in contacting the owner of 343, the situation is very complex. Mr. Geist also explained the severity of the damage to 341 and the cost to repair the structure based on the engineering report. He said it was possible the current owner would not be able to afford the cost of repair. It was agreed that the City would continue to attempt to get the owners to repair the buildings, but with the coming of winter it also understood that the buildings might become a danger to the public and emergency demolition would be necessary. Mr. Paulus and Mr. Geist explained what the City would like to do if repair was not possible. The City would demolish the buildings and then lien the properties. They would then "call the liens" to take possession of the properties. Along with the demolition, the sink holes and voids would be pressure grouted and the ground backfilled and compacted. New buildings could then be safely built on the properties. The City would market the properties once this work was complete. The fact that new building might be built on the property was good news to the HARB. Any new construction would need HARB review.

At the end of the discussion the HARB concluded that demolition would be acceptable if the repair of the existing buildings not possible. In light of the possible demolition, the HARB then discussed the treatment of the sides of the adjacent buildings, appropriate fences, and the condition of the ground after backfilling and compaction. Open metal fencing at the front of the properties was recommended and the best height determined. A wood board fence was recommended at the rear. A smooth stucco finish in a sandy color for the sides of the buildings was agreed to by the applicants. There was some discussion of landscaping the ground with grass or leaving the ground as compacted gravel sloped to drain. Maintenance of grass was a concern and the HARB agreed to permit the gravel topping without landscaping for the short term until the properties sold. The salvage of exterior architectural features was also discussed and the City said they would be willing to try to save features if they had permission from the property owners. Mr. Fillman said he would try to help facilitate salvage.

The owner of 345 N. Tenth St. came at the end of the discussion of the project and asked what would be happening to the buildings. The potential demolition was reviewed with her. She was concerned about the safety of the site.

Motion: The HARB upon motion by Mr. Fillman and seconded by Ms. Jackson adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to demolish the building due to sinkhole damage at 341 N. 10th Street was represented Dave Paulus and Bryan Geist.
2. The applicants agreed to make all possible attempts to work with owners to save the existing buildings damaged by the sink holes.
3. If repair of the buildings is determined to not be feasible, the HARB agreed that demolition would be acceptable.
4. The subsoil sinkhole conditions will be remediated at the time of demolition.
5. Exterior architectural features will be salvaged if property owner permission acquired.

6. The sides of the remaining adjacent buildings will be stuccoed in smooth sandy or tan color cement-based stucco.
7. The ground will be backfilled and compacted with a gravel finish sloped to drain.
8. New metal "wrought iron" fencing, 4 ½-5' high will be installed at the front of the properties and a wood board fence of similar height at rear.
9. The proposal to recommend a COA was unanimously approved. (6-0; motion carried; *Berner, Brobst, Fillman, Jackson, Sell, Wheeler*)

**CITY OF ALLENTOWN
Historical Architectural Review Board
FINAL REVIEW SHEET
November 3, 2014**

Case # HDC-2014-00030 - Proposal to demolish the building due to sinkhole damage.

Property located at: 341 N. 10th Street

Agenda #1

Historic District: Old Allentown

Case #HDC-2014-00030

Meeting date: November 3, 2014

Property Owner: Joseph Colasuonno

Address: 5 N. 18th Street Unit 1A,
Allentown, PA 18104

Applicant: David Paulus, Director- Bureau
of Building Standards & Safety, City of
Allentown

Applicant's Address: City Hall, Allentown

Building description, period, style, defining features: This 2½-story brick row house, ca 1885 is Eastlake style. The gable roof has a dormer, an ornate dentilated and bracketed cornice, a single chimney, stenciled frieze and asphalt shingles. The upper dormer window has small beveled glass panes and the peak has ornate carving. All the windows are 1/1 sash with Eastlake lintels. The 1st floor windows have louvered shutters. The main entry has a single paneled wood door with a stained glass transom, Eastlake lintel and a brick stoop. There are two basement window grilles and a wood slat grocer's alley door with lintel. There is one outbuilding and an addition added to the rear of the house.



Proposed alterations: It is proposed to demolish the building due to sinkhole damage.

Background: 1979-9 --- Heard on May 16, 1979

A Certificate of Appropriateness was issued to install paneled shutters on the first story window(s) and louvered shutters on the 2nd floor windows on the front façade. Replace existing glazed door with a paneled wooden door. Replace existing wire and picket fence with a solid wood fence and enclose the 2nd floor rear porch to match the 1st floor rear porch using cedar shakes and windows.

1981-56 --- Heard on August 19, 1981

A Certificate of Appropriateness was issued to erect a 6' x 12' side porch with either cedar or redwood, also place original wooden paneled shutters on the 1st floor rear and the 2nd floor rear.

Violations: n/a

Guideline Citation SIS 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. **SIS 6.** Deteriorated features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. **Allentown Guidelines for Historic Districts:** Chapter 5. Guidelines for Existing Buildings and Structures 3. Demolition

Evaluation, effect on historic district, recommendations: This building is part of a historically and architecturally intact row of homes facing the eastern end of the West End Cemetery. All possible attempts should be undertaken to save this and the adjacent two structures. The demolition of a historic building is a significant matter. The following criteria has been created to ensure a consistent review of proposed demolition and to prevent the unnecessary demolition of historic buildings and structures.

1. Feasibility of Rehabilitation

The feasibility of rehabilitation should be investigated as part of an application for demolition. Demolition should only be considered if rehabilitation is ruled to be economically infeasible.

Recommendation: Cost analyses and engineering reports should be provided showing the building cannot be repaired at a reasonable cost

2. Architectural Significance

A structure's significance to its designated Historic District should be considered during the review process. **Recommendation: This building and the adjacent buildings are important contributing resources in the Old Allentown Historic District. They create a unified façade facing the West End Cemetery.**

3. Compatibility and Relevance

Structures intrusive to the original patterns of materials, scale and compatibility in a historic district will be reviewed accordingly. A structure's location in relation to a primary street, secondary street or alleyway will carry weight in its review. The hierarchy and relationship of primary structures to accessory structures will be considered. **Recommendation: This building and the adjacent buildings are located on a primary street and contribute to a highly visible and unified street façade.**

4. Proposed Future Development

Future development must follow the Guidelines for New Construction in Historic Districts. The contribution of the future development to the designated Historic District will be important to the review process. **Recommendation: see below for treatment of adjacent walls and land if demolition is determined to be necessary.**

5. Clear and Present Danger

The City Building Inspector may declare clear and present danger when a building is in a state of collapse or has deteriorated beyond a point of being sound and safe. All cases claiming clear and present danger must be accompanied by official documentation. **Recommendation: Engineering reports indicating the structural danger should be submitted. If the buildings can be shown to be in danger of collapse and a public hazard, demolition would need to be permitted.**

If demolition is approved, character defining features and materials should be salvaged prior to demolition. Lintels, windows, doors, cornices, basement grills, etc. are important to save. The ground surface revealed after the demolition should be covered with a low maintenance planting material. Fencing of appropriate historic character might also be installed at the front and rear of the property. Options might include a "wrought-iron" type fence with simple pickets and horizontal top and bottom rails in the front and possible wood board fence topped with lattice at the rear. The treatment of the side of the adjacent property should be specified. As in the past, the HARB has recommended a smooth, sand finish stucco to be applied to revealed masonry surfaces. The stucco should have a warm sandy color. Frame surfaces revealed should be sided with smooth fiber cement lap siding of appropriate color. Vinyl siding might be an acceptable option if smooth and located at the rear of the property.

Discussion: The demolition of this property and the two other properties affected by the sink hole at 339 and 341 were discussed together. There was an in depth discussion of the possibility of repairing the buildings and the history of the City's attempts to work with the owners. The house at 345 was repaired and is now stable and occupied. The repair option was given more hope based on an engineering report recently compiled by Pennoni Engineering and forwarded to the HARB by the current owner of 341. Mr. Paulus, the Director of the Bureau of Building Standards & Safety for the City, and Mr. Geist, Building Inspector for the City, reviewed the information in the report with the HARB and explained the reality of the situation. In order to repair the middle building, the others would also need to be repaired at the same time since the buildings are intimately tied together (especially 341 and 343). Because of the different owners and the difficulty they have had in contacting the owner of 343, the situation is very complex. Mr. Geist also explained the severity of the damage to 341 and the cost to repair the structure based on the engineering report. He said it was possible the current owner would not be able to afford the cost of repair. It was agreed that the City would continue to attempt to get the owners to repair the buildings, but with the coming of winter it also understood that the buildings might become a danger to the public and emergency demolition would be necessary. Mr. Paulus and Mr. Geist explained what the City would like to do if repair was not possible. The City would demolish the buildings

and then lien the properties. They would then "call the liens" to take possession of the properties. Along with the demolition, the sink holes and voids would be pressure grouted and the ground backfilled and compacted. New buildings could then be safely built on the properties. The City would market the properties once this work was complete. The fact that new building might be built on the property was good news to the HARB. Any new construction would need HARB review.

At the end of the discussion the HARB concluded that demolition would be acceptable if the repair of the existing buildings not possible. In light of the possible demolition, the HARB then discussed the treatment of the sides of the adjacent buildings, appropriate fences, and the condition of the ground after backfilling and compaction. Open metal fencing at the front of the properties was recommended and the best height determined. A wood board fence was recommended at the rear. A smooth stucco finish in a sandy color for the sides of the buildings was agreed to by the applicants. There was some discussion of landscaping the ground with grass or leaving the ground as compacted gravel sloped to drain. Maintenance of grass was a concern and the HARB agreed to permit the gravel topping without landscaping for the short term until the properties sold. The salvage of exterior architectural features was also discussed and the City said they would be willing to try to save features if they had permission from the property owners. Mr. Fillman said he would try to help facilitate salvage.

The owner of 345 N. Tenth St. came at the end of the discussion of the project and asked what would be happening to the buildings. The potential demolition was reviewed with her. She was concerned about the safety of the site.

Motion: The HARB upon motion by Mr. Fillman and seconded by Ms. Jackson adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to demolish the building due to sinkhole damage at 341 N. 10th Street was represented Dave Paulus and Bryan Geist.
2. The applicants agreed to make all possible attempts to work with owners to save the existing buildings damaged by the sink holes.
3. If repair of the buildings is determined to not be feasible, the HARB agreed that demolition would be acceptable.
4. The subsoil sinkhole conditions will be remediated at the time of demolition.
5. Exterior architectural features will be salvaged if property owner permission acquired.
6. The sides of the remaining adjacent buildings will be stuccoed in smooth sandy or tan color cement-based stucco.
7. The ground will be backfilled and compacted with a gravel finish sloped to drain.
8. New metal "wrought iron" fencing, 4 ½-5' high will be installed at the front of the properties and a wood board fence of similar height at rear.
9. The proposal to recommend a COA was unanimously approved. (6-0; motion carried; *Berner, Brobst, Fillman, Jackson, Sell, Wheeler*)

**CITY OF ALLENTOWN
Historical Architectural Review Board
FINAL REVIEW SHEET
November 3, 2014**

Case # HDC-2014-00032 - Proposal to demolish the building due to sinkhole damage.

Property located at: 343 N. 10th Street

Address: unknown

Agenda #4

Historic District: Old Allentown

Applicant: David Paulus, Director- Bureau of Building Standards & Safety, City of Allentown

Case #HDC-2014-00032

Meeting date: October 6, 2014

Applicant's Address: City Hall, Allentown

Property Owner: Juan R. Velazquez

Building description, period, style, defining features: This 2½-story brick row house, ca 1885 is Eastlake in style. The gable roof has dormers, bracketed cornice and asphalt shingles. The windows are 1/1 sash with Eastlake lintels, the 1st floor has panel shutters and the 2nd floor has louvered shutters. The main entry is a single glazed door with transom, Eastlake lintels and a stoop leading to the door. There are two basement window grilles visible and a grocer's alley has a slatted upper half wood door.



Proposed alterations: It is proposed to demolish the building due to sinkhole damage.

Background: n/a

Violations: n/a

Guideline Citation: **SIS 9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. **SIS 6.** Deteriorated features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. **Allentown Guidelines for Historic Districts:** Chapter 5. Guidelines for Existing Buildings and Structures 3. Demolition

Evaluation, effect on historic district, recommendations: This building is part of a historically and architecturally intact row of homes facing the eastern end of the West End Cemetery. All possible attempts should be undertaken to save this and the adjacent two structures. The demolition of a historic building is a significant matter. The following criteria has been created to ensure a consistent review of proposed demolition and to prevent the unnecessary demolition of historic buildings and structures.

1. Feasibility of Rehabilitation

The feasibility of rehabilitation should be investigated as part of an application for demolition. Demolition should only be considered if rehabilitation is ruled to be economically infeasible.

Recommendation: Cost analyses and engineering reports should be provided showing the building cannot be repaired at a reasonable cost

2. Architectural Significance

A structure's significance to its designated Historic District should be considered during the review process. **Recommendation: This building and the adjacent buildings are important contributing resources in the Old Allentown Historic District. They create a unified façade facing the West End Cemetery.**

3. Compatibility and Relevance

Structures intrusive to the original patterns of materials, scale and compatibility in a historic district will be reviewed accordingly. A structure's location in relation to a primary street, secondary street or alleyway will carry weight in its review. The hierarchy and relationship of primary structures to accessory structures will be considered. **Recommendation: This building and the adjacent buildings are located on a primary street and contribute to a highly visible and unified street façade.**

4. Proposed Future Development

Future development must follow the Guidelines for New Construction in Historic Districts. The contribution of the future development to the designated Historic District will be important to the review process. **Recommendation: see below for treatment of adjacent walls and land if demolition is determined to be necessary.**

5. Clear and Present Danger

The City Building Inspector may declare clear and present danger when a building is in a state of collapse or has deteriorated beyond a point of being sound and safe. All cases claiming clear and present danger must be accompanied by official documentation.

Recommendation: Engineering reports indicating the structural danger should be submitted. If the buildings can be shown to be in danger of collapse and a public hazard, demolition would need to be permitted.

If demolition is approved, character defining features and materials should be salvaged prior to demolition. Lintels, windows, doors, cornices, basement grills, etc. are important to save. The ground surface revealed after the demolition should be covered with a low maintenance planting material. Fencing of appropriate historic character might also be installed at the front and rear of the property. Options might include a "wrought-iron" type fence with simple pickets and horizontal top and bottom rails in the front and possible wood board fence topped with lattice at the rear. The treatment of the side of the adjacent property should be specified. As in the past, the HARB has recommended a smooth, sand finish stucco to be applied to revealed masonry surfaces. The stucco should have a warm sandy color. Frame surfaces revealed should be sided with smooth fiber cement lap siding of appropriate color. Vinyl siding might be an acceptable option if smooth and located at the rear of the property.

Discussion: The demolition of this property and the two other properties affected by the sink hole at 339 and 341 were discussed together. There was an in depth discussion of the possibility of repairing the buildings and the history of the City's attempts to work with the owners. The house at 345 was repaired and is now stable and occupied. The repair option was given more hope based on an engineering report recently compiled by Pennoni Engineering and forwarded to the HARB by the current owner of 341. Mr. Paulus, the Director of the Bureau of Building Standards & Safety for the City, and Mr. Geist, Building Inspector for the City, reviewed the information in the report with the HARB and explained the reality of the situation. In order to repair the middle building, the others would also need to be repaired at the same time since the buildings are intimately tied together (especially 341 and 343). Because of the different owners and the difficulty they have had in contacting the owner of 343, the situation is very complex.

Mr. Geist also explained the severity of the damage to 341 and the cost to repair the structure based on the engineering report. He said it was possible the current owner would not be able to afford the cost of repair. It was agreed that the City would continue to attempt to get the owners to repair the buildings, but with the coming of winter it also understood that the buildings might become a danger to the public and emergency demolition would be necessary. Mr. Paulus and Mr. Geist explained what the City would like to do if repair was not possible. The City would demolish the buildings and then lien the properties. They would then "call the liens" to take possession of the properties. Along with the demolition, the sink holes and voids would be pressure grouted and the ground backfilled and compacted. New buildings could then be safely built on the properties. The City would market the properties once this work was complete. The fact that new building might be built on the property was good news to the HARB. Any new construction would need HARB review.

At the end of the discussion the HARB concluded that demolition would be acceptable if the repair of the existing buildings not possible. In light of the possible demolition, the HARB then discussed the treatment of the sides of the adjacent buildings, appropriate fences, and the condition of the ground after backfilling and compaction. Open metal fencing at the front of the properties was recommended and the best height determined. A wood board fence was recommended at the rear. A smooth stucco finish in a sandy color for the sides of the buildings was agreed to by the applicants. There was some discussion of landscaping the ground with grass or leaving the ground as compacted gravel sloped to drain. Maintenance of grass was a concern and the HARB agreed to permit the gravel topping without landscaping for the short term until the properties sold. The salvage of exterior architectural features was also discussed and the City said they would be willing to try to save features if they had permission from the property owners. Mr. Fillman said he would try to help facilitate salvage.

The owner of 345 N. Tenth St. came at the end of the discussion of the project and asked what would be happening to the buildings. The potential demolition was reviewed with her. She was concerned about the safety of the site.

Motion: The HARB upon motion by Mr. Fillman and seconded by Ms. Jackson adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to demolish the building due to sinkhole damage at 341 N. 10th Street was represented Dave Paulus and Bryan Geist.
2. The applicants agreed to make all possible attempts to work with owners to save the existing buildings damaged by the sink holes.
3. If repair of the buildings is determined to not be feasible, the HARB agreed that demolition would be acceptable.
4. The subsoil sinkhole conditions will be remediated at the time of demolition.
5. Exterior architectural features will be salvaged if property owner permission acquired.
6. The sides of the remaining adjacent buildings will be stuccoed in smooth sandy or tan color cement-based stucco.
7. The ground will be backfilled and compacted with a gravel finish sloped to drain.
8. New metal "wrought iron" fencing, 4 ½-5' high will be installed at the front of the properties and a wood board fence of similar height at rear.
9. The proposal to recommend a COA was unanimously approved. (6-0; motion carried; *Berner, Brobst, Fillman, Jackson, Sell, Wheeler*)

CITY OF ALLENTOWN
Historical Architectural Review Board
FINAL REVIEW SHEET
November 3, 2014

Case #HDC-2014-00035- Proposal to remove the damaged aluminum rear deck enclosure; replace decayed rear deck boards & stair treads; install new rear deck railings; replace front, second floor roofing materials; removal and replace 3rd floor south facing windows.

Property located at: 1036 Chew Street

Address: 701 N Broad St #200, Bethlehem, PA 18018-5229

Agenda #4

Historic District: Old Allentown

Applicant: Dennis Dierolf, DLP Realty Investments

Case #HDC-2014-00035

Meeting date: November 3, 2014

Applicant's Address: same

Property Owner: 1126 Ventures LLC

Building description, period, style, defining features: This two and one-half story row home was built in 1879. It has a gable asphalt shingle roof. The exterior walls have been covered in brick and a single chimney exists. The one over one sash windows have flat lintels above and there is a basement window grille. The single main door has a transom. Since this is the end of the row, no grocer's alley door exists. The concrete front porch has an interesting ornamental wrought iron railing.



Proposed alterations: It is proposed to remove the damaged aluminum rear deck enclosure; replace decayed rear deck boards & stair treads; install new rear deck railings; replace front, second floor roofing materials; removal and replace 3rd floor south facing windows. It appears that the windows to be replaced are the casement windows in the third floor shed dormer. There are 4 casement windows and openings covered in plywood shown in the submitted photo. The new windows shown in the photo submitted are three double-hung mulled together. The windows appear to be sitting directly on the existing roof of the second floor ell. The new deck railing is proposed to be traditionally detailed with top and bottom rails, 2 x 2 balusters, and posts with caps.

Background: HARB CASE# 99-29; heard at February 11, 1980 meeting

Applicant proposes to install sliding glass doors in the rear on the first floor; construct a shed dormer in the rear placing casement type windows across the entire length of the dormer; place a triangular-shaped window on the side of the shed dormer.

It is the opinion of the Board that the proposed work is appropriate and does not destroy the architectural character of the structure or district. The Board unanimously recommends approval of this application to City Council.

HARB Case #1980-29; heard at the May 12, 1980 meeting

Applicant proposes to construct a 6' stockade-type fence beginning from the brick portion of the house on Peach Street, running 55' south on Peach Street, then east, through the rear yard, approx. 31 feet to 1034 Chew Street property line. The structure is not involved. It is the opinion of the Board that the proposed work is appropriate. The Board unanimously (6-0) voted to recommend approval of this application to City Council.

HARB Case#86-10; heard at the April 7, 1986 meeting

Applicant proposes to build new garage at rear of this property (adjacent to Peach Street). Garage will be of cement block and require the relocation of an existing stockade fence. In addition, applicant wishes to construct an 8'x10' addition to the rear of the property comprised exclusively of wood and glass. Design sketches will be submitted. Applicant failed to appear. Both changes to the rear are relatively nondescript. The garage is of a contemporary style (not an old carriage house). Sunsational Solar Greenhouses submitted a letter and catalog cut to gain approval for their rear addition. Vote was unanimous.

HARB Case #99-29; heard at the August 2, 1999 meeting

Approved Alterations: Remove brickote from northern elevation (façade) and 8" of western elevation; remove existing concrete stoop and railing to owner; construct new brick and blue stone stoop at front entrance (similar to 1030 Chew Street); clean brick at north elevation and 8" of west elevation, patch, re-point mortar joints to match original; install eyebrow lintels at front door and five windows to match 1034 Chew Street; restore transom above front door; restore two basement window openings with grilles similar to others found on Chew Street; install appropriate salvaged wood front door; re-install five pairs of wooden shutters at façade with hardware. Amendments to include: installation of a planter with reuse of the iron railing at the front and installation of a ½ light wooden door of dimensions to match the original door opening. Note: proposed project includes painting woodwork, shutters, door, window sashes at façade and painting brickote and woodwork at east elevation.

Violations: n/a

Guideline Citation: SIS 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. **SIS 6.** Deteriorated features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. **Allentown Guidelines for Historic Districts:** Chapter 5. Guidelines for Existing Buildings and Structures 3. Roofing, 4. Walls, Siding and Trim 5. Windows, 7. Porches and Stoops.

Evaluation, effect on historic district, recommendations: In the absence of sufficient information on the proposed work, I will recommend appropriate choices and directions. For the windows in the third floor dormer, it is recommended that the windows be more vertically proportioned than those shown to be most historically appropriate. However, since the windows are at the rear of the property and not highly visible, the proposed window may be acceptable. It should be determined if the windows are vinyl, fiberglass, or aluminum clad. It is not easy to discern from the photo. All of these materials would be historically acceptable at the rear of the building.

The removal of the glass enclosure is historically appropriate. The proposed railing is appropriate in detail. The material of the railing needs to be discussed, but wood is recommended. It is also recommended that the deck, steps and railing be stained with an opaque stain to help preserve the wood. In addition, the sliding glass doors, now exposed to the exterior, should have 3" flat casing installed. The proposed roof replacement with 3-tab shingles meets current local design guidelines. It is recommended that the shingles be charcoal gray or black in color.

Discussion: The discussion focused on the details of the work and the violations. All agreed that the removal of the sunroom which had already occurred was historically appropriate. The repair work to the remaining wood deck and new wood railing was reviewed and the proposal found acceptable. The windows in the third floor dormer were determined to be not highly visible and because of this the proposed vinyl windows would be acceptable. The front door replacement with a pre-hung door was discussed, and the applicant told he would need to replace it with a wood door that matched the historic door hung in the existing wood jamb. It was also noted that the basement grill had been removed and the opening covered with plywood. The applicant was asked to install a metal grate in the opening. The roof replacement was approved at staff level and will be a new 3 tab roof in black or charcoal gray, but the HARB asked if the existing vent fan on the front of the roof could be painted to blend into the color of the new roof. The final item addressed was the amount of time for the correction of the violations. The applicant agreed that 90 days would be adequate.

Motion: The HARB upon motion by Mr. Fillman and seconded by Mr. Sell adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to remove the damaged aluminum rear deck enclosure; replace decayed rear deck boards & stair treads; install new rear deck railings; replace front, second floor roofing materials; removal and replace 3rd floor south facing windows at 1036 Chew Street was represented Dennis Dierolf.
2. The existing casement windows in the dormer on the third floor may be replaced with the proposed three double-hung vinyl windows.
3. The removal of the non-historic sun room is historically appropriate as completed.
4. New deck boards and railing will be made of pressure treated wood. The railings will have traditionally detailed top and bottom rails, 2 x 2 balusters, and 4 x 4 posts with caps as proposed.
5. The existing rear sliding doors will be trimmed with 3" casing capped with aluminum.
6. The existing pre-hung front door installed without HARB review will be replaced with a wood door with half light and two panels to match the historic door that was removed. The new door will fit the existing opening and may not be a pre-hung door. The door must be replaced with the new door within 90 days.
7. The missing basement grate will be replaced with an appropriate metal grate to fit the existing opening.
8. The vent in the front roof will be painted charcoal gray or black to blend with the new 3-tab shingles.
9. The proposal to recommend a COA was unanimously approved. (6-0; motion carried; *Berner, Brobst, Fillman, Jackson, Sell, Wheeler*)

**CITY OF ALLENTOWN
Historical Architectural Review Board
FINAL REVIEW SHEET
November 3, 2014**

Case #HDC-2014-00036 - Proposal to brick up three windows on rear and side of secondary façade.

Property located at: 145 N. 10th Street
Agenda #5
Historic District: Old Allentown
Case #HDC-2014-00036
Meeting date: November 3, 2014

Property Owner: Bryan E. & Eve L. Yocum
Address: 243 Ridge Avenue, Allentown, PA 18102-5335
Applicant: same
Applicant's Address: same

Building description, period, style, defining features: This 3-story brick row house, ca 1892 is a Queen Anne porch house with Eastlake influence. The mansard roof has asphalt shingles and two projecting dormers with gable roofs, dentilated cornice covered by aluminum, corbelled panels and pommels. The windows are 1/1 sash, Eastlake frames with segmental arch brick lintels. The rear of the house has segmentally arched double hung windows and door with sloping roof hood with support brackets.



Proposed alterations: It is proposed to brick up three windows on rear and side of secondary façade. One window is located on the rear on the second floor and two on the side. One of the side windows to be infilled is not visible from the public right-of-way.

Background: HARB Case #81-37 heard on July 7, 1981 -- Denied

The Board recommends denial of this application to City Council. It is the opinion of the Board that the capping of the sills is appropriate since the sills are the most exposed portion of the window system to weathering and do not display significant architectural detail. It is further the opinion of the Board that 1) the framing of the windows with aluminum, 2) the boxing out of the dormers with aluminum and 3) the placing of aluminum over the fascia along the Mansard roof are not appropriate alterations to the structure. Painting and scraping of the wood are recommended.

Violations: n/a

Guideline Citation: **SIS 9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. **SIS 6.** Deteriorated features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. **Allentown Guidelines for Historic Districts:** Chapter 5. Guidelines for Existing Buildings and Structures, 4. Walls, Siding and Trim.

Evaluation, effect on historic district, recommendations: The proposed window removal is historically acceptable if carried out with appropriate details. It is recommended that the windows be infilled with brick and that the brick match the existing as closely as possible. The brick infill must be set approximately 1-1/2" to 2" back from the existing brick façade to recall the former openings and also to make matching the existing brick less critical. The new brick should be pointed with mortar that matches the existing in color, type, and texture. If possible, the smaller window on the rear façade should be the window infilled rather than the proposed larger 2/2 window.

Discussion: The discussion focused on the reason for closing in the windows and the fact that the rear of the house was in a highly visible location. The applicant explained that they were renovating the interior of the apartments and installing new kitchens. The new layout did not work with the existing windows. The Historic Consultant asked if there were a way to rethink the kitchen layouts to avoid the need to alter the windows. The applicants did not think so. Alternative methods of closing in the windows were discussed. One option was the installation of shutters in a closed position. The other option was to install spandrel glass in the existing window sashes. The use of spandrel glass was favored by the applicant. The HARB liked this solution since it was reversible.

Motion: The HARB upon motion by Mr. Berner and seconded by Mr. Sell adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to brick up three windows on rear and side of the secondary façade at 145 N. 10th Street was represented Bryan & Eve Yocum.
2. If possible the interior layouts of the new kitchens will be altered to avoid the need to infill the existing windows.
3. If needed, the existing sashes of one window on the rear and one window on the second floor side may be altered with the installation of dark spandrel glass.
4. One of the side windows to be infilled is not visible from the public right-of-way and may be infilled as proposed.
5. All infill must be reversible.
6. The proposal to recommend a COA was unanimously approved. (5-0; motion carried; *Berner, Brobst, Fillman, Jackson, Sell; Mr. Wheeler abstained*)

**CITY OF ALLENTOWN
Historical Architectural Review Board
FINAL REVIEW SHEET
November 3, 2014**

Case #HDC-2014-00038 - Proposal to replace garage door with new overhead door
Property located at: 1513 W. Turner Street
Agenda #6
Historic District: Old Allentown
Case #HDC-2014-00038

Meeting date: November 3, 2014
Property Owner: William and Susan Karpovich
Address: 1513 W Turner St, Allentown, PA 18102-3634
Applicant: same
Applicant's Address: same

Building description, period, style, defining features: This structure is a 3 story, red brick attached dwelling with a gambrel roof, front facing gambrel roof gable that intersects the adjacent dormer gable, a second floor bay window, and Classically detailed cornices, porch columns, and porch railing. The house dates from c. 1911 and is Colonial Revival in style. At the rear of the house is a single story flat roofed garage with deteriorated wood sliding/folding garage doors. The doors are in poor condition.



Proposed alterations: It is proposed to replace garage door with new overhead door. The proposed door is steel with 4 windows positioned over embossed panels. There are 12 solid panels and 4 glass panels.

Background: n/a

Violations: n/a

Guideline Citation: **SIS 9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. **SIS 6.** Deteriorated features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. **Allentown Guidelines for Historic Districts:** Chapter 5. Guidelines for Existing Buildings and Structures 6. Doors.

Evaluation, effect on historic district, recommendations: The existing garage doors have solid wood panels with large, vertically oriented panels on the bottom and slightly horizontally oriented panels at the top. If possible the new overhead garage door should strive to recall these proportions and details. The proposed garage door is more like a typical modern garage door. The Overhead Door Co. 161T with divided light windows at the top would be a more historically appropriate option.

Discussion: The discussion focused on options for the garage door replacement. The applicant explained they did not need to have windows in the garage door and were requesting consideration of the Overhead Door Co. #175 without windows. The HARB thought it would be historically acceptable, but asked that the decorative strap hinges not be installed. The applicant said the head of the door

would need to be built down slightly, about 4". The HARB asked that any blocking be as minimal as possible.

Motion: The HARB upon motion by Mr. Fillman and seconded by Ms. Jackson adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to replace garage door with new overhead door at 1513 W. Turner Street was represented Bill & Sue Karpovich.
2. The existing bi-fold deteriorated wood garage doors may be replaced with a new steel overhead door with solid panels.
3. The door will be Overhead Door Co. model #175 without windows as proposed.
4. The new door will have 2 pairs of handles and no strap hinges.
5. The new door will fit the existing opening as closely as possible. Any blocking down of the opening must be as minimal as possible.
6. The proposal to recommend a COA was unanimously approved. (6-0; motion carried; *Berner, Brobst, Fillman, Jackson, Sell, Wheeler*)

**CITY OF ALLENTOWN
Historical Architectural Review Board
FINAL REVIEW SHEET
November 3, 2014**

Case #HDC-2014-00039 - Proposal to install a pellet stove pipe which will entail the installation of a vent on the side of the house

Property located at: 1553 W. Turner Street
Agenda #7
Historic District: West Park
Case #HDC-2014-00039
Meeting date: November 3, 2014

Property Owner: Jeremy Binder & S Brokopp Binder
Address: 1553 W. Turner Street, Allentown PA
Applicant: same
Applicant's Address: same

Building description, period, style, defining features: This structure is a 3 story semi attached orange brick dwelling with a gambrel roof with front facing gambrel gable, oriel windows, full front porch with Ionic columns and turned balustrade. The house dates from c. 1909 and is Dutch Colonial Revival in style. The house has a high level of historic integrity.



Proposed alterations: It is proposed to install a pellet stove pipe which will entail the installation of a vent on the side of the house. The vent will be located above the water table and below the oriel window on the side.

Background: n/a

Violations: n/a

Guideline Citation: **SIS 9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. **SIS 6.** Deteriorated features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. **Allentown Guidelines for Historic Districts:** Chapter 5. Guidelines for Existing Buildings and Structures 4. Walls, Siding and Trim 5. Windows

Evaluation, effect on historic district, recommendations: The installation of the pellet stove vent pipe through the brick masonry is not historically appropriate. Installing this new vent will compromise/damage the façade, which is highly visible from this side. The vent and exhausted soot and vapors could negatively affect the bay window above. Will this installation meet code? Is there any option to run the vent pipe interior to the house and out the roof? This would be the preferred option.

Discussion: Options to venting through the brick façade and possible conversion to gas heating were discussed. The applicant explained the reason he could not convert to gas and the fact that the existing flue could not be used to run the pellet stove vent to the roof. The details of the vent pipe were reviewed. The applicant agreed to paint the vent to match the brick as closely as possible. The code clearances for the vent were briefly discussed.

Motion: The HARB upon motion by Mr. Sell and seconded by Mr. Berner adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to install a pellet stove pipe which will entail the installation of a vent on the side of the house at 1553 W. Turner Street was represented Jeremy Binder.
2. The vent will be located just above the water table and below the oriel window on the side.
3. The vent will be painted to match the brick.
4. The opening in the brick will be as small as possible and the vent will not have a "boot".
5. The vent installation must meet City mechanical code.
6. The proposal to recommend a COA was unanimously approved. (6-0; motion carried; *Berner, Brobst, Fillman, Jackson, Sell, Wheeler*)

**CITY OF ALLENTOWN
Historical Architectural Review Board
FINAL REVIEW SHEET
November 3, 2014**

Case #HDC-2014-00040 - Proposal to remove the old door on the side of building and replace with new 4 panel door

Property located at: 1101 W. Linden Street
Agenda #8

Historic District: Old Allentown

Case #HDC-2014-00040

Meeting date: November 3, 2014

Property Owner: Richard & Rachelle
Thatcher

Address: 3136 Levans Road, Coplay, PA
18037-2218

Applicant: same

Applicant's Address: same

Building description, period, style, defining features: This structure is a 3 story attached brick dwelling with a mansard roof, dormers, projecting bracketed cornice, and first floor storefront. At the side façade, there are two entrances towards the rear of the property, one with a segmental brick arch and the other with a flat brick lintel. One of the doors appears to be original; it is wood with a half-light (now boarded over) over two panels. The building dates from c. 1887 and is Queen Anne in style.



Proposed alterations: It is proposed to remove the old door on the side of building and replace with new Therma-tru pre-hung 4 panel door.

Staff Approvals:

HDA-2014-00070 9/8/2014

Replace scalloped slate shingles on dormer with CertainTeed Carriage House scalloped shingles in Colonial Slate or Stonegate Grey

Background: HARB Case #2014-00025; heard on August 4, 2014

Approved Alterations: 1. New "Carriage House" style doors by Clopay will be installed in the existing six garage door openings. The arched garage doors will have arched top panels. 2. The applicant will investigate repairing of the 1/1 double-hung windows and installing storm windows. If cost prohibitive, the windows will be replaced with Harvey Industries 1/1 double hung aluminum clad wood windows to fit the existing openings. 3. A traditional handrail made of composite material with 1 5/8" square pickets will be installed on the second floor side balcony. If possible, the maximum height of railing will be 36".

HARB Case #2012-30; heard at August 6, 2012 meeting

Approved alterations: The brickwork removal should be carefully carried out to limit damage to the brick underneath. The brick should be restored following commendations of Preservation Brief #2.

Violations: n/a

Guideline Citation: SIS 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. **SIS 6.** Deteriorated features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. **Allentown Guidelines for Historic Districts:** Chapter 5. Guidelines for Existing Buildings and Structures 6. Doors

Evaluation, effect on historic district, recommendations: The door replacement already completed is not historically appropriate since it is located on a primary street (11th Street) and does not meet our guidelines. The four panel configuration is stylistically appropriate, but the material and pre-hung detail is not. A salvaged door would be a better option in this location. However, it appears that there was already a noncompliant door at this location in the 2011 Street View. The type of door previously in the opening should be established. The door should be painted to match the existing wood door and windows if the HARB determines the new door is acceptable.

Discussion: The applicant clarified which door was proposed to be replaced, and explained that it was the historic wood door not the pre-hung fiberglass door. The fiberglass door had been approved because the door to be replaced was not original or historic. The applicant asked to replace the historic door to match the fiberglass door. When told this would not be historically appropriate he asked for clarification on the reasoning and why it was different for this door. The HARB explained the rationale. The applicant said it was important for the tenant in the space that the door be solid with no light. It was agreed that the door could be replaced with a new 4 panel door as long as it was wood and was not pre-hung.

Motion: The HARB upon motion by Mr. Fillman and seconded by Ms. Jackson adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to remove the old door on the side of building and replace with new door at 1101 W. Linden Street was represented Rich and Rachelle Thatcher.
2. The existing wood door may be replaced with a new 4 panel wood door.
3. The new door must be hung in the existing wood jamb and not pre-hung.
4. The proposal to recommend a COA was unanimously approved. (6-0; motion carried; *Berner, Brobst, Fillman, Jackson, Sell, Wheeler*)

**CITY OF ALLENTOWN
Historical Architectural Review Board
FINAL REVIEW SHEET
November 3, 2014**

Case #HDC-2014-00041 - Proposal to renovate the rear facades of both structures

Property located at: 343-345 N 9th Street
Agenda #9
Historic District: Old Allentown
Case #HDC-2014-00041
Meeting date: November 3, 2014

Property Owner: Christian Brown
Address: 347 N 9th Street, Allentown, PA 18102
Applicant: same
Applicant's Address: same

Building description, period, style, defining features: These structures are a pair of row homes, each 2-1/2 stories of brick construction, with gabled roofs with a single dormer window at the front façade of both, and a single dormer window at the rear façade of 345 N. 9th only. The front facades of both each have three bays, with an entry at the first floor, left-most bay, and a grocer's alley at the right. One-over-one double hung windows are at all remaining bays, including the dormer windows. All bays have flat stone lintels and there is a dentilated cornice along the eave of both roofs.

The rear facades each have two bays, plus grocer's alleys. 343 N. 9th St. has a single entrance at its first floor, right bay, and 345 N. 9th has entrances at both first floor bays. There is brick corbelling just below the eave, and evidence of a former structure attached to 345 N. 9th. The brickwork has been painted various colors and has suffered damage. The structures date from the mid to late 19th century and are Federal in style.



Proposed alterations: It is proposed to renovate the rear facades of both structures. The existing dormer will be expanded, and a new, matching dormer constructed at 343 N. 9th St.. Both dormers will have three double-hung, 6/6 windows. The existing window and door openings will be restored with the exception of two existing door openings that will be converted to windows. New windows will be double-hung, 1/1 and new doors will be single-light. Brickwork will be repaired and a future deck constructed between first and second floor of 345 N. 9th St.

Background: n/a

Violations: n/a

Guideline Citation: **SIS 9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the

property and its environment. **SIS 6.** Deteriorated features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. **Allentown Guidelines for Historic Districts:** Chapter 5. Guidelines for Existing Buildings and Structures 3. Roofing, 4. Walls, Siding and Trim 5. Windows, 7. Porches and Stoops.

Evaluation, effect on historic district, recommendations: The construction of two 10' wide shed dormers on the rear of the buildings is historically acceptable. The proposed new double hung windows are vertical in proportion and 6/6. The muntins should be SDL, but it should be understood the reason behind the divided lights for these windows when all of the other windows of the buildings are 1/1. The proposed fiber cement siding for the dormers and the rubber or standing seam roofing are historically appropriate. New gutter and downspout should be half round and round respectively.

The window installations at the rear of the building are historically appropriate. The windows are double-hung 1/1. The conversion of the first floor, right-facing door opening of 343 N. 9th to a set of three double-hung windows is historically acceptable. The single-light doors are historically appropriate if they are wood or aluminum clad wood. The design of the deck should be submitted in the future prior to construction. The brickwork should be carefully repaired according to Preservation Brief # 2 and both facades painted. Aluminum clad wood windows and doors are recommended throughout.

Discussion: Mr. Brown explained that the front windows were approved earlier in the year as 6 over 6 and he wanted to continue the divided lights in the dormers which would be visible to the rear more than the lower façade windows and doors. The HARB agreed that the proposed work was historically appropriate as submitted. There was some discussion of the additional request for an exposed stainless steel chimney flue. The visibility from the front of the house was a concern. The HARB asked that he construct a brick chimney on the roof or, possibly, install a terra cotta chimney cap.

Motion: The HARB upon motion by Mr. Fillman and seconded by Mr. Berner adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to renovate the rear facades of the structures at 343-345 N 9th Street was represented Christian Brown.
2. The existing dormer will be expanded as shown in the drawings submitted, and a new, matching dormer constructed at 343 N. 9th St. Both dormers will have three double-hung, 6/6 aluminum clad wood windows with simulated divided lights (SDLs).
3. The existing window and door openings will be restored with the exception of the two existing door openings that will be converted to windows as shown on the drawings.
4. All new windows on the first and second floors will be 1/1 aluminum clad wood double-hung windows
5. All new doors will be single-light aluminum clad wood windows.
6. Brickwork will be stripped, repaired, and repointed. All brick work must follow the guidelines found in Preservation Brief #2.
7. The future deck proposed between first and second floor of 345 N. 9th St. must be reviewed in the future when construction contemplated.
8. New gutter and downspout will half-round and round respectively.
9. A brick chimney or terra cotta chimney pot will be installed instead of the exposed metal chimney flue.
10. The proposal to recommend a COA was unanimously approved. (6-0; motion carried; *Berner, Brobst, Fillman, Jackson, Sell, Wheeler*)