

**CITY OF CORRY**  
**RESOLUTION**  
**25-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORRY  
AUTHORIZING AND APPROVING THE EXECUTION AND IMPLEMENTATION  
OF AN AGREEMENT WITH THE CORRY REDEVELOPMENT AUTHORITY  
REGARDING THE BEMISS SUBDIVISION NO. 2 PROPERTY**

**WHEREAS**, the Redevelopment Authority in the City of Corry, Pennsylvania ("Authority") has proposed that the City of Corry ("City") enter into an Agreement with such Authority whereby the Authority will install and complete all of the required subdivision improvements relating to the Bemiss Subdivision No. 2 real property ("Property"), at the Authority's sole expense, in accordance with all laws, regulations, ordinances, codes, and legal requirements, and specifically subject to the review and approval of the City and the City's engineer ("Agreement"), after the Authority acquires the Property; and

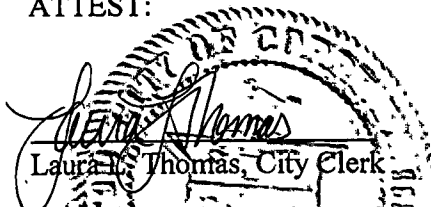
**WHEREAS**, to secure the performance of all of the Authority's obligations under such Agreement, including the installation and completion of all of such required subdivision improvements, the Agreement requires the Authority to provide a new performance bond and mortgage from the Authority on the subject Property in favor of the City after the Authority acquires the Property, whereupon the City would release the prior bond and mortgage securing the performance of the installation and completion of all of such required subdivision improvements; and

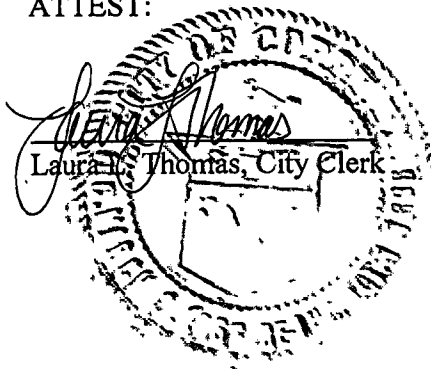
**NOW, THEREFORE, BE IT RESOLVED** that the Corry City Council of Corry hereby authorizes, approves and consents to the City entering into, executing and implementing the above-referenced Agreement with the Authority substantially in the form of Exhibit A attached hereto; and

**FURTHER RESOLVED**, that the Mayor of the City of Corry be, and hereby is, authorized, empowered, and directed by the City of Corry, on its behalf and in its name, to enter into, execute and deliver such Agreement with the Authority, and further that the Mayor of the City of Corry be, and hereby is, authorized, empowered, and directed by the City of Corry, on its behalf and in its name, to execute and deliver such other and further documents and to take any and all further actions reasonably appropriate or necessary to effectuate fully the purposes of such Agreement.

**ADOPTED** by the Corry City Council this 19<sup>th</sup> day of May, 2025.

ATTEST:

  
Laura L. Thomas, City Clerk



  
Michael E. Baker, Mayor

[SIGNATURE PAGE FOLLOWS]

WITNESS the due execution of this Agreement by the parties' duly authorized representatives as of the date and year first set forth above.

Attest:

REDEVELOPMENT AUTHORITY IN  
THE CITY OF CORRY, PENNSYLVANIA

\_\_\_\_\_  
Secretary or Assistant Secretary

By \_\_\_\_\_  
Chairman or Vice Chairman



CITY OF CORRY, PENNSYLVANIA

By \_\_\_\_\_  
Mayor

1928761.5(3y2x9t)

## AGREEMENT

THIS AGREEMENT is made and entered into as of the 19<sup>th</sup> day of May, 2025, by and between the **Redevelopment Authority in the City of Corry, Pennsylvania** ("Authority") and the **City of Corry** ("City").

### BACKGROUND RECITALS

A. In the 1980s, Norman A. Bemiss ("Bemiss") proposed to develop a major land subdivision located in the City of Corry and the Township of Concord, both located in the County of Erie, Pennsylvania, known as the "Bemiss Subdivision No. 2." The property and lots that comprise the Bemiss Subdivision No. 2 are set forth in a Subdivision Plan Map recorded on March 21, 1989, in Erie County Map Book 34, at Page 162, and are further described in Exhibit A attached hereto and hereby incorporated by reference (collectively, the "Property").

B. In February 1989, Bemiss provided a performance bond and accompanying mortgage on certain other properties located in North East Borough, Erie County, Pennsylvania, as collateral security to assure the completion of the various developer's improvements at such Bemiss Subdivision No. 2, Phase 1, as required by the City of Corry Subdivision Regulations and Ordinance. Copies of such performance bond and mortgage are attached hereto as Exhibit B and Exhibit C, respectively.

C. Subsequently, the City repeatedly notified Bemiss that he has failed to install and complete all of the required subdivision improvements relating to such subdivision, and that he is in default of the above-referenced performance bond and mortgage. The required improvements that were never put into place or completed by Bemiss are as set forth on Exhibit D attached hereto and hereby incorporated by reference (collectively, "Needed Improvements").

D. Bemiss and the Authority have now executed an "Agreement for the Sale of Real Estate" dated April 15, 2025 whereby, among other things, Bemiss and the Authority have agreed that Bemiss will transfer the Property to the Authority, and that contemporaneously with such transfer, the Authority will secure the release of the above-referenced mortgage against Bemiss' other properties located in North East Borough as referenced above.

E. The City is now willing to release the above-referenced mortgage against Bemiss' other properties located in North East Borough, but only subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, and incorporating the above Background Recitals as part of this Agreement, the parties hereto agree as follows:

1. The Authority hereby agrees, following the Closing, delivery of the Deed, and transfer of the Property from Bemiss to the Authority, to promptly install and complete all of the Needed Improvements at the Property, at the Authority's sole expense, in accordance with all laws, regulations, ordinances, codes, and legal requirements, and specifically subject to the review and approval of the City and the City's engineer. The Needed Improvements must be fully installed, completed and finished within three (3) years after the date of Closing and recording of the Deed; provided, however, that upon request(s) from the Authority in writing, the City may, in the City's sole discretion, grant up to two (2) additional 3-years extensions thereof, for a total of nine (9) years after the date of Closing and recording of the Deed. All reasonable costs and expenses of the City, its engineers, and its attorneys relating to this Agreement, the implementation hereof, and any default by the Authority hereunder, shall be reimbursed to the City by the Authority.

2. To secure the performance of all of the Authority's obligations under this Agreement, the Authority will execute and deliver a new performance bond and first lien position mortgage in favor of the City, in form and substance acceptable to the City, on the subject Property and also on the adjacent property owned by Joseph McCormick Construction Company, Inc. commonly known as Lot No. 25 of such Bemiss Subdivision No. 2, Phase 1, bearing Erie County Tax Index No. (8)-44-127-161 (the "McCormick Property"), which is also being conveyed and transferred to the Authority, all contemporaneously with the transfer of the Property from Bemiss to the Authority.

3. Subject to and in accordance with all of the above, and contemporaneously with such Closing, delivery of the Deed, and transfer of the Property from Bemiss to the Authority, as well as the execution and delivery of the Authority's performance bond and mortgage on the Property and the McCormick Property in favor of the City, the City will release the above-referenced prior mortgage against Bemiss' other properties located in North East Borough as referenced above.

4. The Authority may not assign this Agreement without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

5. Nothing in this Agreement, express or implied, is intended to confer on any third party and/or any person who is not a party to this Agreement any right or remedy by reason of this Agreement. There are no third party beneficiaries under this Agreement.

**EXHIBIT A**  
**Property**

All real estate owned by Norman W. Bemiss located in the City of Corry and the Township of Concord, Erie County, Pennsylvania, as follows:

- as described in the Deed recorded April 10, 1986, in Erie County Deed Book 1624, Page 262; and
- as described in the Deed recorded February 27, 1989, in Record Book 78, Page 2385; and
- as shown on Erie County Map Book 34, Page 162, recorded March 21, 1989; and
- including 32 parcels and bearing the following Erie County Tax Index Numbers:

(3) 11-10-6;  
(8) 44-127-40;  
(8) 44-127-43;  
(8) 44-127-59;  
(8) 44-127-60;  
(8) 44-127-62;  
(8) 44-127-64;  
(8) 44-127-65;  
(8) 44-127-66;  
(8) 44-127.1-13;  
(8) 44-127.1-14;  
(8) 44-127.1-15;  
(8) 44-127.1-16;  
(8) 44-127.1-17;  
(8) 44-127.1-18;  
(8) 44-127.1-19;  
(8) 44-127.1-20;  
(8) 44-127.1-21;  
(8) 44-127.1-22;  
(8) 44-127.1-23;  
(8) 44-127.1-24;  
(8) 44-127.1-25;  
(8) 44-127.1-26;  
(8) 44-127.1-27;  
(8) 44-127.1-28;  
(8) 44-127.1-29;  
(8) 44-127.1-30;  
(8) 44-127.1-31;  
(8) 44-127.2-1;  
(8) 44-127.2-2;  
(8) 44-127.2-3;  
(8) 44-127.2-4

**EXHIBIT B**  
**Bemiss Performance Bond**

[See attached]



# Know All Men By These Presents,

That NORMAN W. BEMISS and SHIRLEY R. BEMISS, husband and wife,  
the obligor, of North East Township, County of Erie, and State of Pennsylvania,  
is held and firmly bound unto

THE CITY OF CORRY, a Municipal Corporation,

the obligee, of the City of Corry, County of Erie, and State of Pennsylvania,  
in the sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 (\$115,000.00)-----Dollars,  
lawful money of the United States of America, to be paid to the said obligee; to which payment well and truly to be  
made and done, he does bind himself, his heirs, successors, personal representatives and assigns, and every of them,  
firmly by these presents. Sealed with his seal and dated the 10th day of February, A.D., 1989.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden obligor shall pay, or cause  
to be paid, to the above named obligee, THE CITY OF CORRY,  
the sum or ONE HUNDRED FIFTEEN THOUSAND AND NO/100 (\$115,000.00)-----Dollars,  
This Mortgage is given as collateral security for the completion of assurances by February 1, 1992  
per Article Five (V) of the City of Corry Subdivision Regulations, in re: Bemiss Subdivision  
Number Two (2), Stage 1, Corry, Pennsylvania.

This Mortgage shall not bear interest and shall be discharged upon the completion of  
assurances prior to February 1, 1992 of Article Five (V) of the City of Corry Subdivision Regulations  
for Bemiss Subdivision Number Two (2), Stage 1, Corry, Pennsylvania.

lawful money as aforesaid, without fraud or further delay, then this bond and obligations shall cease and be forever  
void; otherwise, it shall remain in full force and effect.

AND FURTHER CONDITIONED that the said obligor shall have and keep the buildings on the premises herein described insured against loss or damage by fire or lightning during the  
entire term this bond and accompanying mortgage shall remain due and unpaid, in the amount of at least \$ 115,000.00 , for the benefit, use and protection of the obligee, in such fire in-  
surance companies as shall be fully approved by him. Obligor shall have the said insurance policies properly endorsed and recorded on the books of the companies for the benefit, use and pro-  
tection of the obligee, and shall order the said sum to be paid to the obligee, in case of loss by fire or lightning, and shall also promptly deliver all policies, certificates and receipts relating to  
said insurance to the obligee; in default of any such conditions or covenants, said obligee may effect such insurance in the amount stated, and renew the same as often as may be required, and  
the premiums or other expenses connected therewith, shall be added to the present sum of this bond and accompanying mortgage, and constitute a part of the same, and draw interest from the  
date of payment, and be a lien upon the mortgaged premises to all effects and purposes, and subject to all the rights of obligee in this bond expressed, the same as if it had been a part of the  
amount originally secured by these presents.

DEFAULT IN THE PAYMENT of interest, principal, fire insurance premiums, or taxes on the land described in the mortgage accompanying this bond, or the removal of any valuable  
and material part of the security pledged, or any allowance of the same to be done, or default in the performance of any other condition or covenant on the part of the obligor for a period of 30  
days, may be taken by the obligee to make this bond and accompanying mortgage forthwith due and collectible, without notice.

AND FURTHER, the said obligor does hereby authorize and empower the Prothonotary or any attorney of any Court of Record in Pennsylvania or elsewhere, to appear for him and con-  
fess and enter judgment against him in favor of the obligee for the amount of the principal of this bond, together with every sum herein authorized to be added thereto, with or without declara-  
tion, with costs of suit, release of errors, without stay of execution, and with 10% added for collection fees; and does also waive the right of inquisition on any real estate that may be levied on  
to collect this bond; and voluntarily condemns the same, and authorizes the Prothonotary to enter on the Fl. Fa. the said voluntary condemnation; and further agrees that said real estate may  
be sold on a Fl. Fa.; and does hereby waive and release all relief from any and all appraisal, stay or exemption laws of Pennsylvania or any other state, now in force, or that may be hereafter  
enacted, as well as the present and future bankrupt laws of the United States.

It is understood and agreed that the singular number shall include the plural, and the third person masculine gender shall include all other numbers and genders, so far as pertaining to the  
first and second parties; and this obligation shall not only be binding upon the obligor, but also upon his heirs, successors or assigns, and further, that all benefits hereunder accruing to the  
obligee, shall also be for the benefit of his heirs, successors, legal representatives or assigns.

A mortgage of even date and amount accompanies this Bond.

Signed, Sealed and Delivered  
in the presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Norman W. Bemiss  
NORMAN W. BEMISS

Shirley R. Bemiss  
SHIRLEY R. BEMISS

\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT C**  
**Bemiss Mortgage**

[See attached]

'89 FEB 27 P3:31

*M. Cant Be*

# This Indenture,

BOOK 0078 PAGE 2390

Made the \_\_\_\_\_ day of February, \_\_\_\_\_ in the year of our Lord one thousand nine hundred and eighty-nine (1989).

Between NORMAN W. BEMISS and SHIRLEY R. BEMISS, husband and wife, of 8841 East Findley Lake Road, North East, Pennsylvania, hereinafter called the mortgagor and THE CITY OF CORRY, a Municipal Corporation, located in and with primary offices in the City of Corry, Erie County, Pennsylvania, hereinafter called the mortgagee.

WHEREAS, The said mortgagor, by his bond or obligation bearing date the \_\_\_\_\_ day of February, \_\_\_\_\_ in the year of our Lord one thousand nine hundred and eighty-nine (1989), and \_\_\_\_\_ stands bound unto the said mortgagee in the sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 (\$115,000.00)-----Dollars,

conditioned for the payment of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 (\$115,000.00)-Dollars, This Mortgage is given as collateral security for the completion of assurances by February 1, 1992 per Article Five (V) of the City of Corry Subdivision Regulations, in re: Bemiss Subdivision Number Two (2), Stage 1, Corry, Pennsylvania.

This Mortgage shall not bear interest and shall be discharged upon the completion of assurances prior to February 1, 1992 of Article Five (V) of the City of Corry Subdivision Regulations for Bemiss Subdivision Number Two (2), Stage 1, Corry, Pennsylvania.

*David B. Wiley*  
CLERK OF RECORDS

AND FURTHER CONDITIONED that the said mortgagor shall have and keep the buildings on the premises herein described insured against loss or damage by fire or lightning during the entire term this mortgage and accompanying bond shall remain due and unpaid, in the amount of at least \$ 115,000.00----- for the benefit, use and protection of the mortgagee, in such fire insurance companies as shall be fully approved by the mortgagee. Mortgagor shall have the said insurance policies properly endorsed and recorded on the books of the companies for the benefit, use and protection of the mortgagee, and shall order the said sum to be paid to the mortgagee in case of loss by fire or lightning, and shall also promptly deliver all policies, certificates and receipts relating to said insurance to the mortgagee; in default of any such conditions or covenants, said second party may effect such insurance in the amount stated, and renew the same as often as may be required, and the premiums or other expenses connected therewith, shall be added to the present sum of this mortgage and its accompanying bond, and constitute a part of the same, and draw interest from the date of payment, and be a lien upon the mortgaged premises to all effects and purposes, and subject to all the rights of mortgagee in this mortgage expressed, the same as if it had been a part of the amount originally secured by these presents.

Mortgagor also agrees to keep said buildings in substantially their present state of repair, and not remove or cause nor allow to be removed any material part of the real estate affected by this mortgage without mortgagee's knowledge and consent.

NOW THIS INDENTURE WITNESSETH, That the said mortgagor, in consideration of the said debt or sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 (\$115,000.00)-----DOLLARS owing to the said mortgagee, as aforesaid, and for the better securing the payment thereof, with interest, fire insurance premiums, and taxes according to the condition of the said bond, has granted, bargained, sold, and by these presents does grant, bargain and sell unto the said mortgagee, his heirs and assigns, all that certain piece of land situate as follows:

PARCEL NO. ONE (1):

BOOK 0078 PAGE 2391

ALL THAT CERTAIN piece or parcel of land situate in the Borough of North East, County of Erie and Commonwealth of Pennsylvania, being situate on the South side of a public road (now known as Grahamville Street) running Eastwardly from the Station Road (near and just South of the Nickel Plate Depot) to the Grahamville Road:

BEGINNING at a stake at the Northwest corner of a lane or driveway formerly owned by A. W. Blaine and formerly owned by Mrs. G. L. Dun, and now or formerly owned by Ray H. Haskell and wife; thence along the line of said lane or driveway South zero degrees, thirty minutes West (S-00°-30'-W) one hundred thirty-two (132) feet to a post; thence in a Westwardly direction or North eighty-nine degrees, forty-five minutes West (N-89°-45'-W) and parallel with the aforesaid road (now known as Grahamville Street) seventy-two (72) feet more or less to a point, said point being the Southeast corner of lands conveyed to James Green, Jr. and wife by deed recorded in Erie County Deed Book 776 at Page 481; thence North zero degrees, thirty minutes East (N-00°-30'-E) along the East line of said James Green, Jr. lands, one hundred thirty-two (132) feet to a post and South line of said road (now known as Grahamville Street); thence along said road line (now known as Grahamville Street) South eighty-nine degrees, forty-five minutes East (S-89°-45'-E) seventy-two (72) feet more or less to the place of beginning, containing the lands within said bounds, be the same more or less, having erected thereon a two-story multiple unit frame dwelling, known as 59 Grahamville Street, North East, Pennsylvania 16428, and a garage.

PARCEL NO. TWO (2):

ALL THAT CERTAIN piece or parcel of land situate in the Borough of North East, County of Erie and Commonwealth of Pennsylvania, being designated at Lot No. Nine (9) in a late survey made by Clark and Bothel, bounded and described as follows, to-wit:

BEGINNING at the Northeast corner of said Lot at a post standing on the West line of a street laid out by Clark and Bothel, and at the Southeast corner of Lot No. Ten (10); thence South four and one-half degrees East (S-4-1/2°-E), sixty-four and five tenths (64.5) feet and along the West line of aforesaid street, to a post and the North line of a road leading from said street to the Station Road; thence along the North line of said road, South seventy-eight degrees West (S-78°-W), one hundred forty-three (143) feet to a post and Southeast corner of Lot No. Fourteen (14); thence by said Lot No. Fourteen (14) North four and one-half degrees West (N-4-1/2°-W), seventy-nine and three tenths (79.3) feet to a post and Southwest corner of Lot No. Ten (10); thence along the South line of said Lot North eighty-four and one-half degrees East (N-84-1/2°-E), one hundred forty-one (141) feet to the place of beginning; containing about thirty-three (33) perches of land, be the same more or less; having erected thereon a two-story dwelling. Commonly known as 48 Grahamville Street, North East, PA 16428.

(CONTINUED -- See attached page)

MORTGAGE -- NORMAN W. BEMISS and SHIRLEY R. BEMISS -- to -- CITY OF CORRY

(CONTINUED Description)

BOOK 0078 PAGE 2392

PARCEL NO. THREE (3):

ALL THAT CERTAIN piece or parcel of land situate in the Borough of North East, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post at the Northeast corner of lot now owned by H. C. Green on the South line of Grahamville Street; thence South twelve degrees, twenty-five minutes East (S-12°-25'-E) along the East line of said lot nine (9) perches to a post at the Southeast corner of said H. C. Green's lot; thence in a straight line Northeasterly about four (4) perches to the Southwest corner of lot owned by Frank Schultz; thence along the West line of said lot, North twelve degrees, twenty-five minutes West (N-12°-25'-W) about eight (8) perches to the line of Grahamville Street; thence along the line of said street South seventy-seven degrees, thirty-five minutes West (S-77°-35'-W), about four (4) perches to the place of beginning, and containing about thirty-four (34) perches, be the same more or less, and having erected thereon a frame dwelling known as 31 Grahamville Street, North East, Pennsylvania 16428.

with all and singular the appurtenances, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same and the said tract of land, unto the said mortgagee, his heirs and assigns forever. **BOOK 0078 PAGE 2393**

PROVIDED ALWAYS, nevertheless, that if the said mortgagor shall pay unto the said mortgagee, the sum of **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 (\$115,000.00)** Dollars, with interest, as well as fire insurance premiums, or taxes advanced by the mortgagee, and performs all other covenants or agreements according to the conditions, of the above in part recited bond or obligation, then and from thenceforth these presents and every matter and thing herein contained shall cease and be null and void.

PROVIDED FURTHER, in case of default for a period of thirty (30) days in the payment of interest, premium on fire insurance, taxes on land described herein, or default in the performance of any other condition as aforesaid, according to the terms of this mortgage and its accompanying bond, that thereupon it shall be lawful for said mortgagee to sue out forthwith writ of execution upon this present indenture of mortgage, with the same force and effect as if twelve months next ensuing the last day whereon the principal moneys hereby secured ought to be paid (according to the conditions of the above recited obligations), had fully run out and expired—any law, usage or practice to the contrary notwithstanding—upon which writ of execution, when so sued out, judgment may be entered in favor of said mortgagee and against said mortgagor for the whole amount of the debt hereby secured which then remains unpaid, to which may be added ten per cent on the whole sum collected as attorney's fees, for collecting the same, upon which judgment, execution may be issued, but shall be stayed upon the payment before sale, of the amount of said debt, interest, taxes, insurance money and collection fee, or the performance of any other condition complained of, that shall at any time be due and payable or to be performed, by the terms of this mortgage, and costs of suit. And execution may be issued upon said judgment as often as such default takes place.

It is understood and agreed that the singular number shall include the plural, and the third person masculine gender shall include all other numbers and genders, so far as pertaining to the mortgagor and mortgagee; and this obligation shall not only be binding upon the mortgagor, but also upon his heirs, successors or assigns; and further, that all benefits hereunder accruing to the mortgagee shall also be for the benefit of his heirs, successors, legal representatives or assigns.

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Norman W. Bemiss*  
NORMAN W. BEMISS

*Shirley R. Bemiss*  
SHIRLEY R. BEMISS



STATE OF PENNSYLVANIA

S.S.

COUNTY OF ERIE

On this, the 10th day of February, 1989, before me, a Notary Public in and for said County and State,

personally appeared **NORMAN W. BEMISS and SHIRLEY R. BEMISS**, husband and wife, the undersigned officer, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Pamela Susan Swabb, Notary Public  
North East Boro., Erie County, Penna.  
My Commission Expires Sept 24, 1990

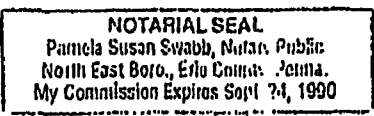
*Pamela Susan Swabb*  
Title of Officer

CERTIFICATE OF RESIDENCE—I hereby Certify that the precise residence of the Mortgagee and the Person entitled to interest on this Mortgage is \_\_\_\_\_ Street, in the \_\_\_\_\_

of \_\_\_\_\_ County of Erie and State of Pennsylvania.

TO THE RECORDER OF DEEDS, Etc.

of \_\_\_\_\_ ERIE County.



**EXHIBIT D**  
**Subdivision Improvements Needed to be Installed/Completed**

1. Roadway asphalt surfacing/paving on all streets.
2. Installation of all concrete curbing on each side of all streets.
3. Installation of all sub-drains.
4. Installation of all storm sewers/catch basins.
5. See attached letter from the City of Corry dated September 25, 2024, which is hereby incorporated by reference.

JOANNE M. SMITH  
City Administrator

SAMANTHA M. VOLLENTINE  
Executive Assistant

LEVI G. KELLY  
City Treasurer

LAURA L. THOMAS  
City Clerk

MICHAEL P. CHERRY  
Police Chief

JERRED A. HODAK  
Fire Chief

MICHAEL E. BAKER  
Mayor

WILLIAM "BUZZ" HANNON III  
Deputy Mayor & Finance and Accounts

JEFFREY T. FIKE  
Streets and Public Improvements

KRISTEN D. LINDSTROM  
Parks and Public Property

JOHN M. MALONEY  
Public Safety

TIMOTHY C. GOULD  
Controller

# City of Corry

100 SOUTH CENTER STREET  
CORRY, PENNSYLVANIA 16407-1993  
PHONE 814 663-7041  
FAX 814 664-4912  
EMAIL [jsmith@corrypa.gov](mailto:jsmith@corrypa.gov)



September 25, 2024

Mr. Norman W. Bemiss  
P. O. Box 271  
North East, PA 16428

Reference: Bemiss Subdivision  
City of Corry

Dear Mr. Bemiss:

In your response to your request for paving specifications for the uncompleted Bemiss Subdivision No. 2 (the "Subdivision") in the City of Corry, this letter provides required Agreements and procedures to complete the Subdivision Development.

The following must be provided to the City prior to the City authorizing to proceed with paving or any other construction:

1. A Developer Agreement which provides for a \$5,000 escrow account to cover City review and inspection costs. A Developer Agreement is enclosed with this letter.
2. You will be required to retain a registered Professional Engineer in PA to provide plans to the City showing existing water, sewer and storm sewer main lines and service lines, along with proposed streets, curbs, storm sewers, water lines, sewer lines and related.
3. A Storm Water Management Plan for the Development must be prepared by a Professional Engineer and submitted to the City for review and approval.
4. The existing roadway areas are in poor condition. The existing sub grade needs to be removed, the roadway area graded, and 10-inches depth of compacted gravel subbase (PA DOT No. 2A material) installed.
5. All storm sewers, water lines (including service lines), sewer lines (including lateral lines) and curbs must be installed and accepted by the City, prior to any paving. Enclosed is a copy of the City's Utility and Street Map page 44 which you had previously requested. If you would like an electronic copy please let me know.
6. PA DEP Land Planning Modules must be prepared by your Professional Engineer and submitted to PA DEP and the City for approval.

September 25, 2024

Page 2

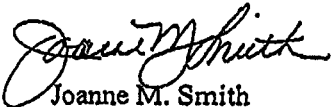
7. Your Professional Engineer should investigate if permits from PA DEP are required, for example an NPDES Storm Water Construction Permit for earth disturbance over 1 acre and any Water Obstruction/Encroachment Permits.

With regard to paving specifications, the City will require 4-inch compacted depth of asphalt base course and 2-inch compacted depth of asphalt wearing service meeting PA DOT specifications. Road subgrade must be 10-inch compacted depth of PA DOT No 2A gravel. Curbs must be concrete with 8-inch reveal.

If you have any general questions, please contact Phil Conklin, Zoning Officer at the City Office. Any technical or engineering related questions, please contact City Engineer Gus Maas, P.E. 814-392-3476.

Sincerely,

CITY OF CORRY



Joanne M. Smith  
City Administrator

cc: Phil Conklin, Zoning Officer  
Lydia Caparosa, Solicitor  
August E. Maas, P.E., City Engineer