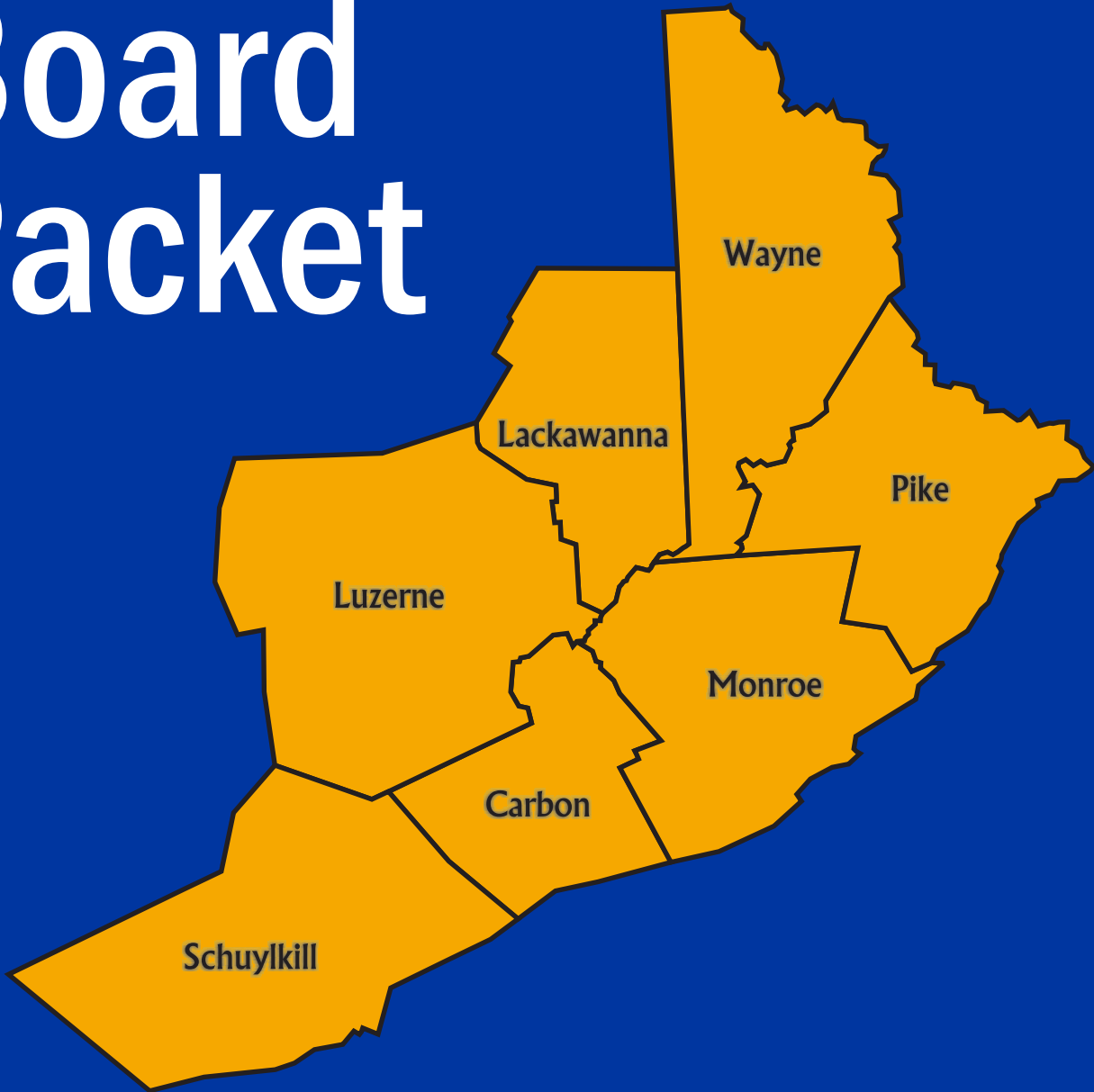


Northeastern Pennsylvania Alliance

**NEPA**

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# Board Packet



***January 8, 2025***

# NEPA's Board of Directors 2024-2025

## CARBON COUNTY

Wayne Nothstein (County Commissioner)  
**(Executive Committee - Secretary)**  
Harold Pudliner  
Joseph Sebelin  
Garry Wentz  
Vacant

570-325-3611  
570-427-8640  
570-657-8205  
570-325-2462

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gawentz@ptd.net

## LACKAWANNA COUNTY

Philip Condron  
Tom Donohue  
Kristin Magnotta  
John McNulty  
Dr. Katie Pittelli  
Alex Stark **(Executive Committee - Treasurer)**

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570-558-5113

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jackie6741@gmail.com  
kpittelli@johnson.edu  
astark@id-logistics.com

## LUZERNE COUNTY

Stephen Barrouk **(Executive Committee - Board Chairperson)**  
Lindsay Griffin-Boylan  
Joseph Lettiere  
Mary Malone  
Michelle Mikitish  
Kerry Miscavage

570-814-9114  
570-823-2101  
570-455-1508  
570-455-1509  
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570-704-3953

stevebarrouk@gmail.com  
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jlettieri@hazletoncando.com  
mmalone@hazletonchamber.org  
mmikitish@pittstonchamber.org  
kmiscavage@timesleader.com

## MONROE COUNTY

Christopher Barrett  
John Christy (County Commissioner)  
Charles Leonard  
Mary Frances Postupack  
**(Executive Committee - 2nd Vice-Board Chairperson)**  
Debra Raneri

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570-517-3102  
570-839-1992  
570-422-7920  
570-369-1800

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mpostupack@esu.edu  
draneri@northampton.edu

## PIKE COUNTY

Cynthia DeFebo **(Executive Committee - Assistant Treasurer)**  
Matthew Osterberg (County Commissioner)  
Antonio Perito  
Jennifer Passenti  
Vacant

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570-226-4625

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## SCHUYLKILL COUNTY

Robert Carl  
Courtney Fasnacht  
Micah Gursky  
Bud Quandt **(Executive Committee - 1st Vice-Board Chairperson)**  
Michael Tobash

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## WAYNE COUNTY

Jocelyn Cramer  
(County Commissioner) **(Executive Committee - Assistant Secretary)**  
James Hockenbury  
Craig Rickard  
Michael Rollison  
Mary Beth Wood **(Executive Committee - Past Board Chairperson)**

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## AT-LARGE

Carl Beardsley  
Christopher Doherty  
Anthony Gabello  
Vincent Galko  
Larry Malski  
Ben May  
Kit Pappas  
Alana Roberts

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kpappas@kslresorts.com  
aroberts@pplweb.com

## EX-OFFICIO

Jeffrey Box  
Maria Montoro Edwards **(NCAC Board Chair)**  
Kelly O'Brien **(PNE Board Chair)**  
(John Augustine - Alternate)

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570-883-0504

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jaugustine@pennsnortheast.com

## EMERITUS

David Donlin  
Ernest Preate

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570-558-5970

dadmatd515p@comcast.net  
epreate@comcast.net

BOARD OF DIRECTORS REPORT  
JANUARY 8, 2025



**AGENDA**

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- I. **Call to Order** – *Steve Barrouk, Board Chairperson*
  - \* Sound & Audio check
  
- II. **Pledge of Allegiance** - *Steve Barrouk, Board Chairperson*
  
- III. **Roll Call** – *Kate McMahon, Vice President of Transportation Planning Services*
  
- IV. **Board Discussion & Action Items**
  - \* November 6, 2024, Meeting Minutes - *Steve Barrouk, Board Chairperson* 1-5
  - \* **Motion**
  
  - \* Review of the FY2024 Audit Report - *Phil Keaney, J.H. Williams & Wendi Holena, CFO*
  - \* **Motion** Handout
  
  - \* Approval of the Financial Report - *Wendi Holena, VP & CFO* 6-7
  - \* **Motion**
  
  - \* Resolution 2025-1 - Authorizing Approval of a Metropolitan Transportation Planning Work Program Contract Between NEPA and the Commonwealth of Pennsylvania Department of Transportation (PennDOT) - *Jeffrey Box & Kate McMahon* 8-9
  - \* **Motion**
  
- V. **Presentation** - Community Development Financial Institution (CDFI) - *Jeffrey Box & Steve Ursich*
  - \* Approval of the Articles of Incorporation, Bylaws and Management Services Agreement for the creation of the new 501C3 NEPA affiliate, the NEPA Economic Growth Fund, established for the management of the Community Development Financial Institution (CDFI) - *Jeffrey Box & Steve Ursich* 10-27
  - \* **Motion**
  
- VI. \* **Affiliate/Committee/Division Reports** 28-39
  - Business Development Services - *Steve Ursich*
  - Community & Economic Development Services - *Kurt Bauman*
  - Communications & Membership - *Wendi Holena/Michael Skowronski*
  - Transportation Services - *Kate McMahon*
  
- VII. **President & CEO Report** - *Jeffrey Box, President & CEO*
  
- VIII. **Open Discussion** - *Steve Barrouk, Board Chairperson*



**Board of Directors Report  
Minutes of  
Wednesday, November 6, 2024  
In Person/Video Meeting**

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**OFFICERS**

Stephen Barrouk, Board Chairperson  
Bud Quandel, 1st Vice-Board Chairperson  
Mary Frances Postupack, 2<sup>nd</sup> Vice-Board Chairperson  
Alex Stark, Treasurer  
Commissioner Wayne Nothstein, Secretary  
Cynthia DeFebo, Assistant Treasurer  
Mary Beth Wood, Past Board Chairperson

**CARBON**

Joseph Sebelin  
Garry Wentz

**LACKAWANNA**

Philip Condron  
Thomas Donohue  
Katie Pittelli

**LUZERNE**

Lindsay Griffin-Boylan  
Michelle Mikitish

**MONROE**

Charles Leonard  
Debra Raneri

**PIKE**

No attendees

**SCHUYLKILL**

Robert Carl  
Micah Gursky  
Michael Tobash

**WAYNE**

James Hockenbury  
Craig Rickard

**AT-LARGE**

Carl Beardsley  
Anthony Gabello  
Ben May  
Alana Roberts

**EX-OFFICIO**

John Augustine  
Jeffrey Box  
Kelly O'Brien

**STAFF**

Kurt Bauman  
Bella Ceccoli  
Wendi Holena  
Donna Hritz  
Kate McMahan  
Michael Skowronski  
Molly Sweeny  
Steve Ursich

**GUEST**

Steve Chiaramonte, WSP

**Board of Directors Report**  
**Minutes of**  
**Wednesday, November 6, 2024**  
**In Person/Video Meeting**

The NEPA Alliance held a Board of Directors Meeting on Wednesday, November 6, 2024, in-person and via video meeting. Board Chairperson Steve Barrouk called the meeting to order at 1:00 pm.

Board Chairperson Steve Barrouk asked the Board of Directors to join him in reciting the Pledge of Allegiance.

A roll call was given by Donna Hritz acknowledging those participating in today's meeting in-person and/or via video call.

**ACTION ITEMS**

**Minutes** - A motion was made by Joe Sebelin and seconded by Cynthia DeFebo to accept the minutes from the Board of Directors Meeting of September 26, 2024, as presented. **Motion carried.**

**Financial Report** - Wendi reported as of September 30, 2024, NEPA has total revenues of \$1,062,376 and total expenses of \$1,056,648. She noted that NEPA is showing an increase in net assets of \$5,728, which is more than budgeted for the entire year. She further noted that NEPA budgeted an increase of \$3,461. Wendi reported that NEPA's Statement of Financial Position has an unrestricted cash balance of approximately \$950,000 and net assets of \$1.9 million. She noted NEPA's audit is almost finalized and is showing a \$92,000 surplus with no findings. Wendi stated that the audit will be presented at the January Executive, Budget & Finance and Board meetings.

A motion was made by Commissioner Wayne Nothstein and seconded by Cynthia DeFebo to accept the Financial Report as presented. **Motion Carried.**

**Resolution 2024-5** – Approving the 6<sup>th</sup> Modification of the Professional Management Agreement Between NEPA Alliance and NEPA Alliance Business Finance Corporation. Jeff reported that resolution 2024-5 is the 6<sup>th</sup> revision to the management agreement between NEPA Alliance and NEPA Business Finance Corporation (BFC). He noted that the BFC was created to manage the SBA 504 program and NEPA staffs the BFC for the purposes of delivering the 504 loans. Jeff reported that the Small Business Administration (SBA) has reviewed the management agreement and the part of the document that is highlighted is language that SBA is requiring NEPA to include in the management agreement. This change did not affect NEPA, but SBA required the new language. Steve Ursich noted that the revision stems from a finding in the recent SMART review.

A motion was made by Michelle Mikitish and seconded by Phil Condron to approve the 6<sup>th</sup> modification to the Professional Management Agreement between NEPA Alliance and the NEPA Alliance BFC as presented. **Motion Carried.**

**Board of Directors Report  
Minutes of  
Wednesday, November 6, 2024  
In Person/Video Meeting**

**Motion to Appoint Vince Galko as a NEPA Board Member on the NCAC Board**

**replacing Marynell Strunk-** Board Chairperson Steve Barrouk reported that there is a vacancy on the NCAC Board for a NEPA Board member to serve on. He asked for a motion to appoint NEPA Board Member Vince Galko to also serve on the NCAC Board.

A motion was made by Mary Beth Wood and seconded by Commissioner Wayne Nothstein to appoint Vince Galko to the NCAC Board of Directors. **Motion Carried.**

**Presentation** – Steve Chiamonte, Vice President Transportation Planning, WSP presented a power point presentation the Eastern Pennsylvania Freight Infrastructure Plan. He highlighted on What is the EFPA; Purpose of the Plan; Plan Outline; Plan Outreach; Outreach – Stakeholder Sessions; Regional Freight Profile; Regional Action Plan; Regional Action Plan – Infrastructure; Regional Action Plan – Policy Recommendations; Implementation of Recommendations and Next Steps. Kate stated that five (5) MPOs came together to create the plan through funding from PennDOT Central Office. She reported that in addition to the four (4) NEPA MPO counties, Lackawanna, Luzerne, Lehigh Valley, Berk and Lebanon counties also participated. She noted that she anticipates the plan to be approved at the December meeting. A copy of the power point is available upon request.

*Business Development Services* – Steve Ursich reported that the APEX program staff is at full compliment. He also reported that Paula Terpak has been promoted to a Commercial Loan Portfolio Specialist. Steve stated that the International Business Development program will be hosting a Lunch & Learn on November 19, 2024, at Blue Mountain Resort in Carbon County. Steve noted that NEPA has 75 outstanding SBA504 loans that are at approximately \$51 million and will fund another \$5.8 million in the next few weeks. Steve stated that the current portfolio has 277 loans and is just under \$77 million. He noted that the finance teams had several SBA reviews over the summer. He further noted that the Community Advantage Program had a targeted review at the same time the SBA504 program had an SBA Smart Review with no findings, however, NEPA is waiting for the final report.

*Community & Economic Development Services* – Kurt reported that he recently was accepted in the Appalachian Regional Leadership Institute Program. He further reported that he recently participated in a meeting with McAdoo Sewer Authority regarding sewer upgrades to the Little Leaf Farm expansion. He noted that NEPA is looking at EDA/ARC funds to help with sewer authority expansion to assist with Little Leaf Farm’s growth. Kurt stated that DCED has asked NEPA to try and find new clients regarding ARC grants. He noted that five (5) clients listed on page 22, are new clients. Kurt reported that in partnership with All One Foundation under the Nonprofit Center NEPA applied for \$100,000 ARC Ready to Grow Planning Grant. He reported that NEPA is excited to announce that three (3) existing RCAP clients have received additional RCAP funding. Kurt noted that a Grantmakers Forum is scheduled for November 18, 2024. He also noted Colleen Burns prepared a grant application for the FOP for a firing range located in Pittston Township. Kurt stated that NEPA reached over \$80,000 in fund raising for the Tobyhanna Defense Technology Partnership.

**Board of Directors Report  
Minutes of  
Wednesday, November 6, 2024  
In Person/Video Meeting**

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*Communications & Membership* – Donna reported as of October 31st, NEPA had 445 members for a total of \$289,322. She further reported that NEPA’s Networking Reception breakdown is as follows: number of Total sponsorship - \$46,750; attendees on hotel invoice – 215; registered attendees – 262; cancellations – 4; actual attendees - 219; no shows – 52; comps – 53; Cancellations – 4 total sponsors – 43; organizations in attendance – 130; free member tickets – 67; additional members tickets purchased – 20 and sponsors not utilizing tickets – 9. She noted that NEPA held a media event at The Swiftwater in Monroe County on October 31st. Donna thanked Dee Raneri and Chris Barrett for attending. She reported that NEPA’s social media numbers are located on page 27 of the board packet. Jeff thanked the Board members for their attendance and sponsorship at NEPA’s Networking Reception. He also thanked Chris Barrett and his team for preparing the year in review video. Dr. Katie Pittelli thanked NEPA for selecting Johnson College as the Regional Leadership Award winner.

*Transportation Services* – Kate reported the 2025-2027 Unified Planning Work Program (UPWP) is all the work that is nearing completion. She noted that the UPWP is the program of all the work that will be conducted by the NEPA transportation staff in our four-county MPO region (Carbon, Monroe, Pike and Schuylkill) between July 1, 2025, and June 30, 2025. Kate stated that the UPWP lists specific tasks to be completed over the two-year period. She noted that the plan is in draft form and is under review by the Federal Highway Administration, the Federal Transit Administration and PennDOT. She noted after the review process with federal/state agencies the committees will approve the plan at a joint meeting in December and then approved by the NEPA Board. Kate further noted that the Active Transportation Plan Development of the NEPA MPO’s first Active Transportation Plan is underway. She stated that the Active Transportation Plan will address the needs of bicycle and pedestrian transportation. Kate stated that Coordinated Transit-Human Services Transportation Plan Update of the NEPA MPO Coordinated Transit- Human Services Transportation Plan has been identified as a priority task in the 2024-2025 UPWP. She reported that the plan aims to improve transportation services for persons with disabilities, older adults, and individuals with lower incomes by ensuring that resources are available for public transportation. Kate stated that the SR 2001 Reconstruction Project Alternatives Study identifies alternatives for the reconstruction of SR 2001 Section 405 in Pike County is underway. She further stated that a full reconstruction of SR 2001 has been Pike County’s number one (1) project for over 30 years. Kate noted that unfortunately, the NEPA MPO regional TIP allocation is unable to support the cost of the project. She reported that the National Electric Vehicle Infrastructure (NEVI) Community Charging Program represents federal investment aimed at expanding EV infrastructure nationwide. PennDOT is leveraging these funds to develop an accessible, reliable, and equitable network of EV charging stations throughout the state. The initial rounds of NEVI funding focused on building out the alternative fuel corridors on the interstates and key expressways across the state.

**President & CEO Report** – Jeff noted that the Management Team did a great job demonstrating all the work being done regionally. Jeff introduced Bella Ceccoli and Molly Sweeney as the new APEX Accelerator Specialists. Molly noted that she recently graduated from Marywood University with a bachelor’s degree in business administration. She stated that she has been at NEPA for approximately one (1) month and is excited to be part of the NEPA



**Board of Directors Report  
Minutes of  
Wednesday, November 6, 2024  
In Person/Video Meeting**

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team. Bella Ceccoli noted that she began working at NEPA in August. She stated that she graduated from the University of Scranton with a bachelor's degree in business administration. Bella noted that she previously worked as the Executive Assistant at the Scranton Area Community Foundation. She noted that she is excited about the opportunity.

There being no further business, Board Chairperson Steve Barrouk adjourned the meeting at 1:54pm.

Respectfully submitted,  
Donna Hritz  
Vice President of Communications & Operations  
December 4, 2024

## Statement of Activities

November 30, 2024

|  | Prior<br>YTD     | Current<br>YTD   | Budget           | Percentage<br>of<br>Budget |
|--|------------------|------------------|------------------|----------------------------|
| <b>Revenues:</b>                         |                  |                  |                  |                            |
| Grants/Projects                          | \$ 1,294,338     | \$ 1,577,356     | \$ 4,289,985     | 37%                        |
| Membership Fees                          | 99,063           | 101,394          | 243,345          | 42%                        |
| Rental Income                            | 12,051           | 9,632            | 23,116           | 42%                        |
| RLF Admin. Fees                          | 8,310            | 40,674           | 50,000           | 81%                        |
| Match from Other Sources                 | 79,338           | 46,340           | 46,500           | 100%                       |
| Other Receipts                           | 30,661           | 26,902           | 56,200           | 48%                        |
| Contributed Services                     | 12,935           | 7,054            | 28,000           | 25%                        |
| <b>Total Revenues</b>                    | <u>1,536,696</u> | <u>1,809,352</u> | <u>4,737,146</u> | <u>38%</u>                 |
| <b>Expenses:</b>                         |                  |                  |                  |                            |
| Personnel                                | 874,768          | 995,914          | 2,249,123        | 44%                        |
| Benefits                                 | 326,167          | 363,085          | 989,614          | 37%                        |
| Contractual                              | 75,831           | 134,607          | 761,607          | 18%                        |
| Professional Fees                        | 608              | 4,706            | 30,040           | 16%                        |
| Travel and Per Diem                      | 16,919           | 35,176           | 77,951           | 45%                        |
| Meetings and Seminars                    | 34,329           | 62,352           | 112,400          | 55%                        |
| Postage                                  | 813              | 1,410            | 3,050            | 46%                        |
| Supplies                                 | 12,840           | 26,843           | 44,840           | 60%                        |
| Publications and Memberships             | 23,390           | 25,254           | 84,495           | 30%                        |
| Printing                                 | 3,495            | 3,435            | 4,900            | 70%                        |
| Advertising                              | 9,891            | 3,999            | 24,400           | 16%                        |
| Occupancy                                | 25,354           | 27,708           | 63,232           | 44%                        |
| Equipment Rental & Maintenance           | 4,652            | 2,186            | 9,000            | 24%                        |
| Depreciation                             | 23,674           | 24,790           | 56,779           | 44%                        |
| Telephone/Internet                       | 11,963           | 12,878           | 30,370           | 42%                        |
| Insurance                                | -                | -                | 42,100           | 0%                         |
| Interest                                 | 15,774           | 14,920           | 35,177           | 42%                        |
| Other Costs                              | 24,841           | 26,240           | 86,607           | 30%                        |
| Contributed Services                     | 12,935           | 7,054            | 28,000           | 25%                        |
| <b>Total Expenses</b>                    | <u>1,498,244</u> | <u>1,772,557</u> | <u>4,733,685</u> | <u>37%</u>                 |
| <b>Increase (Decrease) in Net Assets</b> | <u>\$ 38,452</u> | <u>\$ 36,795</u> | <u>\$ 3,461</u>  |                            |

| <b>Net Assets</b>      |                            |
|------------------------|----------------------------|
| Beginning Balance      | \$ 1,903,303               |
| Increase (Decrease)    | 36,795                     |
| <b>Current Balance</b> | <u><u>\$ 1,940,098</u></u> |

## Statement of Financial Position

November 30, 2024

| Assets                       | Prior<br>Year                                    | Current<br>Year | Liabilities                               | Prior<br>Year                                    | Current<br>Year |
|------------------------------|--|-----------------|---|--|-----------------|
| Unrestricted Cash Invested   | \$ 1,388,119                                     | \$ 1,032,563    | Accounts Payable                          | 91,021   | 87,202          |
| Restricted Funds Invested    | 118,204  | 74,063          | Deferred Project Funds                    | 118,204  | 74,063          |
| Membership Fees Receivable   | 8,800  | -               | Employee Benefits Payable                 | 217,697  | 231,056         |
| Advances/Deposits/Prepays    | 46,448   | 42,536          | Payroll Withholdings                      | 5,201  | 6,207           |
| Accounts Receivable-Projects | 785,148  | 1,208,348       | Deferred Membership Fees                  | 96,038   | 91,036          |
| Depreciable Assets (Net)     | 545,114  | 555,359         | Capital Lease Payable                     | 511,790  | 483,207         |
|                              |  |                 | Total Liabilities                         | <u>1,039,951</u>                                 | <u>972,771</u>  |
|                              |  |                 | <b>Net Assets *</b>                       | 1,851,882  | 1,940,098       |
| <b>Total Assets</b>          | <u><u>\$ 2,891,833</u>   <u>\$ 2,912,869</u></u> |                 | <b>Total Liabilities &amp; Net Assets</b> | <u><u>\$ 2,891,833</u>   <u>\$ 2,912,869</u></u> |                 |

\*Net Assets represents NEPA's equity. It is the surplus of Total Assets less Total Liabilities. Net Assets is not equivalent to cash.

**RESOLUTION 2025-1**

**OF THE  
NORTHEASTERN PENNSYLVANIA ALLIANCE (NEPA) BOARD OF DIRECTORS  
AUTHORIZING APPROVAL OF A  
METROPOLITAN TRANSPORTATION PLANNING WORK PROGRAM CONTRACT  
BETWEEN NEPA AND THE COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION (PennDOT)**

**WHEREAS**, the current Federal Transportation Reauthorization Bill mandate requires the adoption of a statewide transportation planning process in urbanized and rural areas, and

**WHEREAS**, the Pennsylvania Department of Transportation and the Northeastern Pennsylvania Alliance have previously executed an Intergovernmental Agreement designating NEPA as the provider of coordinated transportation planning and programming for a portion of the NEPA region including the counties of Carbon, Monroe, Pike and Schuylkill, and

**WHEREAS**, by letter from the Secretary of Transportation dated March 27, 2013, the Commonwealth of Pennsylvania has formally designated the Northeastern Pennsylvania Alliance Metropolitan Planning Organization (NEPA MPO) as encompassing the counties of Carbon, Monroe, Pike and Schuylkill, and includes the East Stroudsburg Urbanized Area (UZA) Boroughs of Stroudsburg, East Stroudsburg and Delaware Water Gap, and portions of the Townships of Hamilton, Jackson, Middle Smithfield, Pocono, Price, Smithfield and Stroud within Monroe County, and

**WHEREAS**, under the 2020 census, the U.S. Census Bureau drastically changed the criteria determining how urban areas are defined, which dropped the East Stroudsburg Urban Area below the 50,000 population MPO designation threshold, and

**WHEREAS**, the Federal Highway Administration (FHWA) ruled that it will continue to recognize all designated MPOs that slipped below the 50,000 population threshold in the 2020 Census, and will remain eligible to receive Federal Metropolitan Planning (P.L.) funds which are essential for program operational compliance and MPO administration.

**WHEREAS**, as cited within the current Master Grant Agreement executed with the Commonwealth of Pennsylvania Department of Transportation, NEPA is authorized to provide transportation planning and programming services within its greater service area including Carbon, Lackawanna, Luzerne, Monroe, Pike, Schuylkill and Wayne counties, and

**WHEREAS**, the Pennsylvania Department of Transportation has advised NEPA staff that FHWA, FTA and Commonwealth funds will be made available for Fiscal Years 2025-2027 to conduct transportation planning and programming activities, and

**WHEREAS**, those funds will require a local cash match from NEPA, and

**WHEREAS**, NEPA has been consulting with the NEPA MPO Technical Committee and Policy Board, FHWA, FTA and PennDOT staff in developing a Unified Planning Work Program (UPWP) that will implement the federal and state transportation policies and serve the needs of the region, and

**WHEREAS**, the NEPA MPO Technical Committee and NEPA MPO Policy Board by action taken at their joint business meeting of December 17<sup>th</sup> to endorse and approve respectively the NEPA MPO 2025-2027 UPWP for submittal to FHWA, FTA and PennDOT for approval and development of the appropriate contract documents, and

**WHEREAS**, this work plan maintains for the NEPA MPO region in Pennsylvania, a legitimate and permanent role in regional transportation planning.

**NOW THEREFORE, BE IT RESOLVED**, that:

- (1) The NEPA Board of Directors authorizes submission of the 2025-2027 Metropolitan Planning Organization Unified Planning Work Program (UPWP) to PennDOT.
- (2) The Executive Management of NEPA is hereby authorized to execute all related Work Order and Master Agreements with PennDOT.
- (3) The President/CEO of NEPA is authorized to transmit copies of this resolution to the appropriate PennDOT Officials.

**ADOPTED THIS 8TH DAY of January, 2025**

---

Stephen M. Barrouk  
Board Chairperson  
NEPA Alliance Board of Directors

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Jeffrey K. Box  
President & CEO  
NEPA Alliance



**OF THE  
BOARD OF DIRECTORS OF THE NORTHEASTERN PENNSYLVANIA ALLIANCE  
(NEPA) AUTHORIZING THE FORMATION OF A NEW NON-PROFIT SUBSIDIARY TO  
SERVE AS OUR COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION (CDFI)  
FOR THE PURPOSES OF PROVIDING LOW-INCOME COMMUNITIES WITH  
FINANCIAL SERVICES**

**WHEREAS**, the Northeast Pennsylvania Alliance (NEPA) is seeking to form a new non-profit subsidiary, which will be known as NEPA Alliance Community Finance Corporation and include a service area that encompasses the entire Commonwealth of Pennsylvania; and

**WHEREAS**, NEPA Alliance Community Finance Corporation will be a wholly owned subsidiary of NEPA Alliance; and

**WHEREAS**, the newly formed Community Development Financial Institution (CDFI) will seek to leverage the programs offered through the CDFI Fund to access affordable financial products and services to economically underserved communities within the NEPA Alliance region and throughout the Commonwealth of Pennsylvania ; and

**WHEREAS**, the NEPA Alliance Board of Directors acknowledges the need for an active Community Development Financial Institution in our region; and

**NOW THEREFORE, BE IT RESOLVED**, that the NEPA Alliance Board of Directors supports the Community Development Financial Institution application through NEPA Alliance Community Finance Corporation and authorizes all assistance necessary from NEPA Alliance to complete the application process with the United States Department of the Treasury.

**ADOPTED THIS 4th DAY of January 2023**

**ATTEST:**

Jeffrey K. Box  
President & CEO  
NEPA Alliance

Mary Beth Wood  
Board Chairperson  
NEPA Alliance Board of Directors

AFTER FILING PLEASE RETURN  
THIS DOCUMENT TO:

Donald P. Roberts, Esquire  
Burke Vullo Reilly Roberts  
1460 Wyoming Avenue  
Forty Fort, PA 18704

**ARTICLES OF INCORPORATION – NONPROFIT**  
**OF**  
**NEPA ALLIANCE ECONOMIC GROWTH FUND**

In compliance with the requirements of the applicable provisions of the Pennsylvania Nonprofit Corporation Law of 1988, as amended, the undersigned, desiring to incorporate a nonprofit corporation under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, hereby states that:

**ARTICLE I**  
**NAME OF CORPORATION**

The name of the corporation is NEPA Alliance Economic Growth Fund (the “Corporation”).

**ARTICLE II**  
**REGISTERED OFFICE**

The address of the Corporation’s current registered office in the Commonwealth of Pennsylvania is 1151 Oak Street, Pittston, Luzerne County, Pennsylvania 18640, which may be changed from time to time by action of the board of directors of the Corporation.

**ARTICLE III**  
**PURPOSES**

The Corporation is incorporated under the Pennsylvania Nonprofit Corporation Law of 1988], as amended, for the following purposes:

1. To receive and maintain a fund or funds or real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code and its regulations as they now exist or as they may hereafter be amended, and, without limitation, to have all powers and privileges conferred upon the Corporation by the Pennsylvania Nonprofit Corporation Law of 1988 Pennsylvania, as amended, as well as the more specific purposes of promoting community revitalization and assisting low income residents, minority residents and geographic areas with

low income populations within the NEPA Region and throughout the Commonwealth of Pennsylvania, by engaging in activities directed at creating sustainable jobs, encouraging investment and economic growth, enhancing the quality of life for the residents of the region and improving housing and otherwise addressing the needs of low to moderate income residents of disadvantaged, poor and minority communities within the region.

2. To reduce deterioration of the communities within the region and promote social welfare by demonstrating that disadvantaged residents of an impoverished area can operate businesses successfully if given the opportunity and proper guidance.

3. To relieve poverty and lessen neighborhood tensions by inducing industrial enterprises to locate or remain in an economically depressed area and to hire and train the underemployed and unemployed in that area.

4. To reduce community deterioration and poverty by providing funds, management assistance, management and labor training and financial assistance to new and distressed businesses and businesses in low-income distressed areas that employ or might employ low- and middle-income individuals.

5. To conduct research for the purpose of aiding the area by attracting new industry to the region or by encouraging the development of or retention of an industry in the area.

6. The Corporation shall not engage, nor shall any of its funds, property or income be used in carrying on propaganda or otherwise attempting to influence legislation, nor shall the Corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the Corporation engage in subversive or un-American activities.

7. The Corporation shall not distribute its net earnings, in whole or in part, to the benefit of its directors.

8. In providing its services and functions the Corporation shall not discriminate against any person, firm or corporation because of race, creed, color, sex, sexual orientation, handicap, age or national origin.

9. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or the corresponding section of any future tax code, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code, or the corresponding section of any future federal tax code.

Notwithstanding any of the above statements of purposes, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of the Corporation.

#### ARTICLE IV DURATION



The Corporation shall have perpetual existence.

ARTICLE V  
NO PECUNIARY GAIN OR PROFIT

The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

ARTICLE VI  
ORGANIZATION

The Corporation shall be organized on a non-stock basis. The Corporation shall have the Economic Development Council of Northeastern Pennsylvania, d/b/a Northeastern Pennsylvania Alliance as its sole member, the rights, powers and obligations of which shall be set forth in the Corporation's bylaws, as they may be amended from time to time.

ARTICLE VII  
INCORPORATOR

The name and address of the incorporator is the Economic Development Council of Northeastern Pennsylvania d/b/a Northeastern Pennsylvania Alliance, 1151 Oak Street, Pittston, Luzerne County, Pennsylvania 18640.

ARTICLE VIII  
DISSOLUTION

Upon the dissolution of the Corporation its assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

ARTICLE IX  
INDEMNIFICATION

To the fullest extent that the laws of the Commonwealth of Pennsylvania currently in effect, or as thereafter amended, permit elimination or limitation of liability for directors, no director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to act, as a director. Any amendment or repeal of this Article or adoption of any bylaw which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to its adoption.

IN TESTIMONY WHEREOF, the incorporator has signed these Articles of Incorporation this 8th day of January 8, 2025.

Economic Development Council of Northeastern  
Pennsylvania d/b/a Northeastern Pennsylvania  
Alliance

BY: \_\_\_\_\_  
Jeffrey K. Box, President & CEO

BYLAWS OF  
NEPA ALLIANCE ECONOMIC GROWTH FUND  
Adopted January 8, 2025

ARTICLE I- NAME AND ADDRESS

1.01. Name and Address. The name of the corporation is **NEPA ALLIANCE ECONOMIC GROWTH FUND** (hereinafter the "Corporation"). The address of the Corporation's registered office is in the Commonwealth of Pennsylvania, 1151 Oak Street, Pittston, Luzerne County, Pennsylvania 18640, which may be changed from time to time by action of the board of directors of the Corporation.

ARTICLE II- PURPOSE

2.01. Purpose. The Corporation is incorporated under the Commonwealth of Pennsylvania Nonprofit Corporation Law of 1988, as amended, for the following purposes:

1. To receive and maintain a fund or funds or real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1988, as amended (the "Code"), either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code and its regulations as they now exist or as they may hereafter be amended, and, without limitation, to have all powers and privileges conferred upon the corporation by the Commonwealth of Pennsylvania Nonprofit Corporation Law of 1988, as amended, as well as the more specific purposes of promoting community revitalization and assisting low income residents, minority residents and geographic areas with low income populations within the NEPA Alliance Region and the Commonwealth of Pennsylvania by engaging in activities directed at creating sustainable jobs, encouraging investment and economic growth, enhancing the quality of life for the residents of the region and improving housing and otherwise addressing the needs of low to moderate income residents of disadvantaged, poor and minority communities within the region.

2. To reduce the economic deterioration of the communities within the region and promote social welfare by demonstrating that disadvantaged residents of impoverished areas can operate businesses successfully if given the opportunity and proper guidance.

3. To support efforts to relieve poverty and improve community economic development by inducing enterprises to locate or remain in the Commonwealth of Pennsylvania and hire and train the underemployed and unemployed.

4. To deaccelerate community deterioration and poverty by providing access to funds, development services, workforce training and financial assistance to emerging businesses and businesses in low-income distressed areas that employ or might employ low and middle-income individuals.

5. To conduct research that aids the Commonwealth by attracting new industry to the region or encouraging the development or retention of an industry in the area.

6. The Corporation shall not engage, nor shall any of its funds, property, or income be used in carrying on propaganda or otherwise attempting to influence legislation, nor shall the

Corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the corporation engage in subversive or un-American activities.

7. The Corporation shall not distribute its net earnings, in whole or in part, to the benefit of its directors.

8. In providing its services and functions, the Corporation shall not discriminate against any person, firm, or corporation because of race, creed, color, sex, sexual orientation, handicap, age or national origin.

9. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or the corresponding section of any future tax code, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code, or the corresponding section of any future federal tax code.

### ARTICLE III - MEMBERSHIP

3.01. Membership. The Corporation shall be organized on a non-stock basis. Its sole member shall be the Economic Development Council of Northeastern Pennsylvania, d/b/a Northeastern Pennsylvania Alliance (the "Member"), an Economic Development Council of Commonwealth of Pennsylvania corporation, and all voting rights usually accorded to shareholders or members, including the right to elect directors and amend the bylaws are vested solely in the Member.

### ARTICLE IV – MEMBER MEETINGS

4.01. Annual Meeting. The member's annual meeting will be held at a time and place fixed by the Member.

4.02. Special Meetings. Special meetings of the Member may be held on five (5) days' notice on the call of the Chairman or of any two (2) members of the Corporation's Board of Directors to discuss matters that the Member must consider.

### ARTICLE V: BOARD OF DIRECTORS

5.01. Number; Election; Term. The Board of Directors (the "Board") shall be composed of not less than seven (7) members nor more than thirteen (13) members who shall be elected at the annual meeting of the Member. Each member of the Board, known as a "Director," will be initially elected for a term of either three (3) or five (5) years. Current Board members will continue to serve until their successors are elected. After the initial terms, Directors will be appointed to staggered three (3) year terms. The Directors of the Corporation shall be elected by the Board of the Members, following the procedures established by the Member. A portion of the Board Directors shall always be comprised of individuals representing the interests of low to moderate-income residents of the Pennsylvania region.

5.02. Quorum. A simple majority of Directors then in office, present in person or as permitted by Section 5.03 below, shall constitute a quorum for the business transaction at all Board meetings. The act of a majority of the Directors at a meeting at which a quorum exists shall be the act of the Board unless a

greater number is required under the provisions of law or any provision of these Bylaws.

5.03. Participation. A Director may not vote by proxy. The presence or participation, including voting and taking other action, at a meeting of the Board, or the expression of consent or dissent to corporate action, by a Director by conference telephone or other electronic means, including, without limitation, the Internet, shall constitute the presence of, or vote or action by, or consent or dissent of the Board member.

5.04. Absences. Any Director who has more than three (3) unexcused absences from meetings of the Board in a calendar year may be removed from the Board and shall no longer be a member of the Board.

5.05. Vacancies. The Member shall fill all vacancies on the Board. The individual elected to fill a vacancy shall serve out the unexpired term of the Director whose position has become vacant.

5.06. Length of Service. Participation on the Board is limited to six (6) consecutive elected terms. A twelve (12) month absence from the Board is required after the maximum term is served before participation is again permitted.

5.07. Meetings. The board's regular meetings will be held at least quarterly. At its organization meeting each year, the board shall adopt a schedule for the next twelve months.

5.08. Notices of Special Meetings. Written or printed notice stating the place, day and hour of any special meeting of the Board will be delivered to each Director not less than two (2) nor more than seven (7) calendar days before the date of the meeting, either personally or by first class mail, by facsimile, by email or at the direction of the president, the secretary, or the Director calling the meeting. If mailed, such notice will be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of the Corporation, with postage prepaid. Except as law requires, such notice need not state the business to be transacted at, nor the purpose of, such meeting.

5.09. Special Meetings. Either may call a special meeting of the Board of Directors;

- A. The Chairperson, also the NEPA Alliance CEO
- B. The Vice-Chairperson
- C. Any three (3) members of the Board.

5.10. Action by Telephone or Other Electronic Means. Directors may participate in and hold meetings by means of conference telephone or similar communication equipment or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. If voting is to take place at the meeting, reasonable measures must be implemented to verify that every Director voting at the meeting by means of remote communications is sufficiently identified, and a record of any vote or other action taken must be kept. Participation in such a meeting shall constitute the presence of that person for the purpose of voting on the proposed action, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.11. Waiver by Attendance. Attendance of a Director at any meeting of the Board will constitute a waiver of notice of such meeting, except where such Director attends a meeting, for the express purpose of objecting, at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

5.12. Consent. Any action required or permitted to be approved at a meeting of the Board may be approved without a meeting if consent or consents to the action in record form are signed before, on, or after the effective date of the action by all of the Directors in office on the date the last consent is signed. The consent or consents must be filed with the secretary of the Corporation.

#### ARTICLE VI – OFFICERS

6.01. Officers of the Board. The Officers of the Corporation shall consist of the Chairperson of the Board, Vice Chairperson, Secretary, and Treasurer. The officers (with the exception of the Chairperson of the Board) shall be selected annually by the Board.

6.02. Chairperson of the Board. The Chairperson of the Board shall be the Member's President. The Chairperson of the Board shall possess all powers and authority usually vested in the Chairperson of the Board of Directors of a business corporation. The Chairperson shall, with the advice of the Board, appoint all standing and special committees.

6.03. Vice-Chairperson. The Vice Chairperson shall, in the absence or disability of the Chairperson, perform the duties of that office.

6.05. Secretary. The Secretary shall verify the minutes and proceedings of all Board meetings. The Secretary shall give the members of the Board the notice required by these Bylaws for every stated and special meeting of the Board.

6.06. Treasurer. The Treasurer shall perform all acts incident to the position of Treasurer authorized or required by the act under which the Corporation is incorporated, or the Board may require, and they shall give bond for the faithful discharge of his duties in such sum and on such terms as the Board may determine.

6.07. Vacancies. In the event that any officer provided for in this Article other than the Chairperson shall cease to serve as such by reason of death, resignation, or for any other reason, their successor shall be selected by the Board. In the event that the Chairperson shall cease to serve as such by reason of death, resignation, or for any other reason, their successor shall be selected by the Member.

#### ARTICLE VII – COMMITTEES

7.01. Committees. The Board may establish by resolution one or more committees, each with at least two Directors as committee members. Any such committee, to the extent provided in such resolution, shall have and may exercise all of the powers and authority of the Board, except that a committee shall not have any power or authority as to any matter in respect of which the Nonprofit Corporation Law of 1988 prohibits the delegation of power or authority to a committee. In the absence or disqualification of a member or members of a committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint a Director to act at the meeting in the place of the absent or disqualified member.

7.02. Finance and Loan Committee. The Board may designate between three (3) and five (5) persons, all of whom shall be Directors and/or Officers and a majority of whom shall be Directors, to constitute the Finance and Loan Committee of the Board (the "*Finance and Loan Committee*") which, to the extent consistent with applicable law and approval of the Board, shall be responsible for such actions as may be required by the Board pursuant to approved resolutions adopted by the Board, including without limitation, review of the Corporation's financial and audit matters; hiring and evaluating independent auditors; ensuring the implementation of the auditors' recommendations; overseeing lending activities; reviewing and approving loan applications, loan policies, and adjustments to portfolio quality. The Finance and Loan Committee shall be subject to the authority and supervision of the Board.

#### ARTICLE VIII - CHECKS, CONTRACTS, ETC.

8.01. Authorized Signatures. Checks or orders for payment of funds of the Corporation shall be valid when signed by such officers or board members as may from time to time be authorized by resolution of the Board. The signatures of two (2) officers or Board members shall be required for all accounts of the Corporation.

8.02. Contracts: All contracts, the effect of which is to impose financial obligations on Corporation, shall be valid when executed in the name of the Corporation by the President and attested to by the Secretary or any Assistant Secretary or by such officer or officers as may from time to time be designated by the Board in a duly adopted resolution.

#### ARTICLE IX – LIABILITY; INDEMNIFICATION

9.01. Director's/Officer's Liability. No officer or Director shall be personally liable for monetary damages as a Director or officer for any action taken, or any failure to take any action, unless:

a. The Director or officer has breached or failed to perform his or her duties as a Board member or officer in accordance with the standard of conduct contained in Section 5712 of the Pennsylvania Nonprofit Corporation Law of 1988, and any amendments and successor acts thereto; and

b. the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, the foregoing provision shall not apply to (a) the responsibility or liability of a Board member or officer pursuant to any criminal statute or (b) the liability of a Board member or officer for the payment of taxes pursuant to local, state or federal law.

9.02. Indemnification.

9.02.1. Indemnification. The Corporation shall indemnify any officer or Board member who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative, by reason of the fact that such person is or was an officer or Board member of the Corporation, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, provided, however, that no such persons shall be entitled

to indemnification pursuant to this Article in any instance in which the action or failure to take action giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness; and provided, further, however, in instances of a claim by or in the right of the Corporation, indemnification shall not be made under this section in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the Corporation unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the Corporation is located or the court in which the action was brought determined upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court of common pleas or other court shall deem proper.

9.02.2. Procedure. Unless ordered by a court, any indemnification under section 9.02 or otherwise permitted by law shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because he or she has met the applicable standard of conduct set forth under that section. Such determination shall be made:

a. by the Board by a majority vote of a quorum consisting of Directors who were not parties to the action or proceeding; or

b. if such a quorum is not obtainable by independent legal counsel in a written opinion.

9.02.3. Advancement of Expenses. Expenses incurred by a person entitled to indemnification pursuant to this Article or otherwise permitted by law in defending a civil action, suit or proceeding shall, in any case required by Section 9.02, and may, in any other case, be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay the amount so advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation.

9.02.4. Continuing Right to Indemnification. The indemnification and advancement of expenses provided pursuant to this Article shall continue as to any person who has ceased to be an officer or Board member of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

9.02.5 Insurance. The Corporation may purchase and maintain insurance or another arrangement on behalf of any person who is or was a Director, officer, employee, or designated agent of the Corporation or who is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against any liability asserted against and incurred by that person in his/her status as such, whether or not the Corporation would have the power to indemnify him/her under the provisions of this Article. In addition, the Corporation may purchase, maintain, or enter into other arrangements on behalf of any person who is or was a director, officer or trustee of the Corporation against any liability asserted against him/her and incurred in such capacity or arising out of his/her status as such a person, whether or not the Corporation would have the power to indemnify him/her against liability under this Section. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Corporation would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the Directors. Without limiting the Corporation's power to procure or maintain any kind of insurance or other arrangement, the Corporation, for the benefit of persons it has indemnified, may: (1)



create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the Corporation's assets; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person deemed appropriate by the Board regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or in part by the Corporation. In the absence of fraud, the judgment of the Board as to the terms and conditions of the insurance or other arrangements and the identity of the insurer or other person participating in an arrangement shall be conclusive, and the insurance or arrangement shall not be voidable and shall not subject the Directors approving the insurance or arrangement to liability, on any ground, regardless of whether Directors participating in the approval are beneficiaries of the insurance or arrangement.

9.02.6. Other Rights. This Article shall not be exclusive of any other right, which the Corporation may have to indemnify any person as a matter of law.

#### ARTICLE X: CODE OF CONDUCT AND CONFLICT OF INTEREST POLICY

10.01. The Policy. The Board shall implement a Code of Conduct and Conflict of Interest Policy (the "Policy") for its Board and Staff to ensure that the practices of the Corporation are conducted with fairness and appropriateness. This Policy shall be a "work in progress" and shall be modified and expanded to meet the needs of the Corporation. This Policy should be similar to any Code of Conduct and/or Conflict of Interest Policy adopted by the Member.

#### ARTICLE XI – AMENDMENTS

11.01. Amendments. These Bylaws may be amended at any annual meeting of the Member. These Bylaws may also be amended at any special meeting of the Member, but notice of such meeting shall set forth the nature of the proposed amendment.

#### ARTICLE XII -- MISCELLANEOUS

12.01. Headings. In interpreting these Bylaws, the headings of articles shall not be controlling. Headings used in these Bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation for the substantive provisions of these Bylaws.

11.03. Robert's Rules as Guidance. Unless otherwise specified, Robert's Rules of Order shall guide the proceedings at meetings of the Corporation.

## MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement") is made and entered into effective the 8th day of January 8, 2025, by and between the Economic Development Council of Northeastern Pennsylvania t/d/b/a Northeastern Pennsylvania Alliance (NEPA), a Pennsylvania Corporation ("Manager"), and NEPA ECONOMIC GROWTH FUND, a Pennsylvania not-for-profit corporation ("NEPAEGF").

### RECITALS

- A. Manager is a Pennsylvania corporation engaged in community development activities in Pennsylvania. Manager is an exempt organization for federal income tax purposes under Section 501(c)(4) of the Internal Revenue Code.
- B. NEPAEGF is a Pennsylvania not-for-profit corporation whose purpose is to encourage and support community development, combat community deterioration, promote community stability, and assist communities throughout Pennsylvania in planning, developing, creating, and implementing economic development for rural, low and moderate income communities.
- C. The Manager and its employees have developed expertise in managing programs related to community development, including real estate development, small business finance, and related services. NEPAEGF desires to retain the Manager to manage and administer those programs.

THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, the parties agree as follows:

### I. Management Services

During the term of this Agreement, NEPAEGF engages Manager to provide all management, administrative, financial and human resources services required by NEPAEGF for the performance of its obligations pursuant to the activities referenced in paragraph B of the Recitals and the operation of its services and programs ("Operations"). The services to be provided by Manager to NEPAEGF in this capacity include, but are not limited to, administrative services, financial management services, and human resources services.

#### Performance of Manager's Services

- (a) **Manager's Availability.** Manager shall devote its best efforts to carrying out the terms of this Agreement and shall devote sufficient time and resources, as determined by Manager in collaboration with NEPAEGF, as is reasonably required to discharge its duties under this Agreement.
- (b) **Manager's Authority.** Manager shall perform all additional and ancillary services, not otherwise described in this Agreement that, in NEPAEGF's judgment after consultation with Manager, may be reasonable and appropriate in order to meet Manager's obligations under this Agreement.
- (c) **Manager's Responsibility.** In all matters under this Agreement, Manager shall abide by all applicable state and federal laws and regulations, and applicable policies and procedures of NEPAEGF.
- (d) **Reports to NEPAEGF.** Manager shall provide NEPAEGF with a quarterly accounting of all billings and collections on behalf of NEPAEGF, and all deposits to the account(s) of NEPAEGF and payment from the account(s) of NEPAEGF for the prior quarter. All reports shall be in such form as may be agreed between Manager and NEPAEGF.

## **II. Obligations of NEPAEGF**

- (a) **Designation of Agent.** NEPAEGF hereby designates and appoints Manager to act as NEPAEGF's manager and to provide the services to NEPAEGF in connection with its Operations as described in this Agreement.
- (b) **Access to Information.** NEPAEGF acknowledges and agrees that all information and records concerning NEPAEGF and its Operations that may be obtained by Manager during the term of this Agreement may be used by Manager for all purposes necessary or convenient to Manager's obligations under this Agreement.

## **III. Management Fee**

In consideration of the management services to rendered by Manager hereunder, NEPAEGF shall pay Manager an amount equal to 85% of annual gross revenues on a quarterly basis. NEPAEGF and Manager will renegotiate the management fee no less than every two years.

## **IV. Confidentiality**

All proceedings, files, records and related information of NEPAEGF and of Manager are confidential and proprietary information of NEPAEGF and Manager, respectively, and each party shall keep and maintain as strictly confidential all such information to which it may have access by virtue of this Agreement. Neither party shall voluntarily disclose all or any part of such confidential information, orally or in writing, except as expressly required by law or pursuant to a written authorization from the other party. Each party shall include the provisions of this paragraph in any written contract with any employed or contracted persons that may be engaged by such party to render services pursuant to this Agreement, and shall take such other steps as may be reasonable under the circumstances to ensure that its respective personnel do not disclose any confidential information in violation of this provision. This covenant shall survive the termination of this Agreement. Each party agrees that upon termination of this Agreement for any reason, it shall promptly return to the other party the originals and all copies of any and all trade secrets, confidential or proprietary information it may then possess, including without limitation any such information stored on computer media.

## **V. Independent Contractor**

In the performance of services under this Agreement, it is mutually understood and agreed that Manager is at all times acting and performing as an independent contractor rendering management and administrative services to NEPAEGF and the payment of the management fee will be done at market rates. Manager shall not have any claim against NEPAEGF under this Agreement, or otherwise, for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits.

## **VI. Term and Termination.**

- (a) The date of commencement is the date of the execution of this Agreement and the date of termination is the date of the one year anniversary thereof. This agreement will be automatically extended for an additional 12 months at the expiration of the original term, unless mutually agreed to by both parties with thirty (90) days prior written notice.
- (b) **No Termination Without Cause.** This Agreement may be terminated only for cause as specified in subparagraph (c) below.

(c) Termination for Cause. This Agreement may be terminated by either party for cause, upon ninety (90) days prior written notice to the other party specifying the cause upon which such termination is based. For purposes of this Agreement, "cause" shall have the meanings set forth below. Notwithstanding the foregoing, neither party may terminate this Agreement if, during the foregoing ninety (90) day period, the party to whom notice has been given successfully cures the failure or breach of performance upon which termination is based; provided, however, that if such failure or breach cannot be cured within the ninety (90) day period, termination shall not occur if the party to whom notice has been given takes material action during such ninety (90) day period to cure the failure or breach and thereafter diligently and continuously prosecutes such cure to completion.

(d) By NEPAEGF. Cause for termination by NEPAEGF shall be limited to the following: (i) failure of any representation or warranty made by Manager in this Agreement to be true at the date of this Agreement and to remain true throughout the Term hereof, which failure has a material adverse effect upon NEPAEGF; (ii) material failure by Manager to duly observe and perform the covenants and agreements undertaken by Manager herein; (iii) misrepresentation of material fact, or fraud, by Manager in the discharge of its obligations under this Agreement; (iv) if Manager shall dissolve, shall be adjudicated insolvent or bankrupt, or shall make a general assignment for the benefit of creditors, or shall consent to or authorize the filing of a voluntary petition in bankruptcy, which petition shall remain un-dismissed for a period of ninety (90) days, or the filing against Manager of any proceeding in involuntary bankruptcy, which proceeding shall remain un-dismissed for a period of ninety (90) days.

(e) By Manager. Cause for termination by Manager shall be limited to the following (i) failure of any representation or warranty made by NEPAEGF in this Agreement to be true at the date of this Agreement and to remain true throughout the Term hereof, which failure has a material adverse effect upon manager; (ii) material failure by NEPAEGF to duly observe and perform all the covenants and agreements undertaken by NEPAEGF herein; (iii) misrepresentation of material fact, or fraud, by NEPAEGF in the discharge of its obligations under this Agreement; (iv) if NEPAEGF shall be adjudicated insolvent or bankrupt, or shall make a general assignment for the benefit of creditors, or shall consent to or authorize the filing of a voluntary petition in bankruptcy, which petition shall remain un-dismissed for a period of ninety (90) days, or the filing against NEPAEGF of any proceeding in involuntary bankruptcy, which proceeding shall remain un-dismissed for a period of ninety (90) days; or (v) if the Manager's cost for the management and administrative services provided under this Agreement exceed 105% of the Management Fee paid under this Agreement and, after ninety (90) days prior notice of this condition, the parties have failed to reach a mutually agreeable modification of the terms and conditions of this Agreement.

(f) Effect of Termination. Termination of this Agreement shall not discharge either party from any obligation which may have arisen and which remains to be performed upon the date of termination, including, but not limited to, the obligation to compensate Manager in accordance with Section 4 (Management Fee); provided, however, that termination by Manager under Section 7(e)(v) shall relieve both parties of further obligations under this Agreement as of the effective date of such termination. Upon termination of this Agreement, Manager shall promptly deliver to NEPAEGF all NEPAEGF's books, records and financial data maintained by Manager for NEPAEGF's benefit.

#### VII. Rights of Entry and Inspection.

(a) By Manager. Manager and its duly authorized representatives shall have the right at all reasonable times to enter upon NEPAEGF's premises for the purposes of carrying out the duties of Manager hereunder, and for inspection and verification of NEPAEGF's books and records pertaining to

NEPAEGF's business; provided, however, that any such entry by Manager shall not unreasonably interfere with the conduct of NEPAEGF's Operations.

(b) By NEPAEGF. NEPAEGF and its duly authorized representatives shall have the right at all reasonable times to inspect and verify the books and records pertaining to its Operations; provided, however, that any such entry by NEPAEGF shall not unreasonably interfere with the conduct of Manager's business.

#### **VIII. NEPAEGF Representations and Warranties**

(a) Properly Constituted. NEPAEGF is a not-for-profit corporation, duly organized, existing in good standing under the laws of the State of Pennsylvania, has the power and authority to own its property and to enter into and perform its obligations under this Agreement and will have the power and authority to conduct its Operations at the time of the commencement of such Operations.

(b) No Conflicts. The execution, delivery and performance of this Agreement will not contravene or conflict with any agreements, indentures or contracts to which NEPAEGF is a party or by which it is bound.

(c) Licenses and Permits. NEPAEGF will have in full force and effect on a timely basis all licenses, permits and certificates required for its Operations.

(d) Consents. NEPAEGF has taken all appropriate corporate action and has obtained all necessary approvals and consents that are necessary or convenient to enable it to enter into this Agreement.

#### **IX. Manager's Representations and Warranties**

(a) Properly Constituted. Manager is a Pennsylvania corporation duly organized, existing and in good standing under the laws of the State of Pennsylvania, has the power and authority to own its property and to carry on its business as it is now being conducted, and to enter into and perform its obligations under this Agreement.

(b) No Conflicts. The execution, delivery and performance of this Agreement will not contravene or conflict with any agreements, indentures or contracts to which Manager is a party or by which it is bound.

(c) Licenses and Permits. Manager has in full force and effect all licenses, permits and certificates required to operate its business as it is being operated as of the date of this Agreement.

(d) Consents. Manager has taken all appropriate corporate action and has obtained all necessary approvals and consents that are necessary or convenient to enable Manager to enter into this Agreement.

#### **X. [Reserved]**

#### **XI. Indemnification**

To the extent not provided for in or by the insurance policies including, but not limited to, a policy of outside directorship liability, to be procured and maintained by the parties hereto, each party covenants and agrees that it shall indemnify, defend and hold harmless the other party and its respective shareholders, directors, officers, agents and employees from and against any and all claims, liabilities, judgments, obligations, damages, penalties, costs, charges and expenses including without limitation, reasonable attorneys fees, arising from or in connection with the performance or non-performance or compliance or non-compliance by it of any of the covenants, agreements, terms or conditions on its part to be performed or complied with, as contained in this Agreement. In case any action or proceeding be

brought against a party or its shareholders, directors, officers, agents and employees by reason of any such claim, upon notice from the indemnified party, the indemnifying party, shall resist and defend such action or proceeding by counsel satisfactory to the indemnified party.

## **XII. General Provisions**

- (a) **No Assignment.** Neither party shall assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party.
- (b) **Amendments.** This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing state or federal law, it shall be deemed amended accordingly.
- (c) **Notices.** Notices required under this Agreement shall be deemed given (i) at the time of personal delivery upon the party to be served; or (ii) twenty-four (24) hours following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such service, or following deposit in the U.S. Mail, Express Mail for overnight delivery; or (iii) forty-eight (48) hours following deposit in the U.S. Mail, registered or certified mail; and in any case postage prepaid and addressed as follows, or to such other addresses as either party may from time to time designate to the other:
- To NEPAEGF:
- 1151 Oak Street, Pittston, PA 18640
- To Manager:
- 1151 Oak Street, Pittston, PA 18640
- (d) **Entire Agreement.** This Agreement is the entire Agreement between the parties regarding the subject matter hereof, and supersedes all other and prior agreements, whether oral or written.
- (e) **Waiver of Provisions.** No waiver of any terms or conditions hereof shall be valid unless given in writing and signed by the party giving such waiver. A waiver of any term or condition hereof shall not be construed as a future or continuing waiver of the same or any other term or condition hereof.
- (f) **Governing Law; Forum.** This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the Commonwealth of Pennsylvania. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the Commonwealth of Pennsylvania.
- (g) **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- (h) [Reserved].

- (i) Captions. Any captions to or headings of the articles, sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used for the interpretation or determination of any provision hereof.
- (j) Remedies Cumulative. The various rights, options, elections, powers and remedies of the respective parties hereto granted by this Agreement are in addition to any others to which the parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right of priority allowed by law.
- (k) No Third Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto and, accordingly, this Agreement shall not be construed to create any right, claim or cause of action against either party by a person or entity not a party hereto.
- (l) Construction of Agreement. The parties agree that each party and its counsel have participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
- (m) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MANAGER:

NEPAEGF:

By:

BY:

Name: Stephen M. Barrouk

Name: Jeffrey K. Box

Title: Chairperson

Title: Chairperson

## Board of Directors Report January 8, 2025

Dear Board Members,

Happy Holidays and Happy New Year to all of you and your families! It has been a terrific calendar year for NEPA Alliance. We could not carry out our mission without the support of our Board of Directors and I thank you for that support.

As we enter the holiday season, I want to personally thank all of you for volunteering for the NEPA Alliance Board and for all of the other committees we manage on which many of you serve.

It is an honor to know so many professionals who serve Northeastern Pennsylvania!

### **NEPA Programming and Staffing**

As we enter 2025 the NEPA Team is solid and performing very well. We have grown our programming substantially in recent years and will continue to do so next year. I'm pleased to report that our staff complement has reached 27. This is the highest staff level in at least 12 years. I am always careful to ensure we do not over-extend our ability to sustain staff members. We are currently in good financial position with our contracts/revenues and our staff. We are looking forward to 2025.

### **New Year Programs**

We will work diligently in the new year to submit our CDFI application and we will work to once and for all start up our space supply chain program. We will always be looking for additional programming to help the region.

### **New Administration and Newly Elected Officials**

We will start in the new year to outreach to new officials in the new administration and within state government. NEPA Alliance has a good story to tell. Our programs are effective, and our outcomes are measurable.

Please review the reports contained herein for the meeting on January 8, 2025. There is a good amount of positive information.

Thank you for your support and Happy Holidays to all!

Respectfully,

Jeff



**Board of Directors Report  
 January, 2025**

**APEX Accelerator**

|   |
|---|
| <b>Counseling Activity (11-01-2024 to 12-11-2024)</b>             |
| <b>New Active Clients for the Period: 4</b>                       |
| <b>Active Clients for the Period: 58</b>                          |
| <b>Initial Introductory Counseling Sessions for the Period: 4</b> |
| <b>Follow-up Counseling Sessions for the Period: 143</b>          |
| <b>Events: 4</b>  |

The APEX Accelerator worked with new client registrations in the PA Supplier Portal to do business with the Commonwealth and System for Award Management to be able to sell to the Federal Government. Follow-up sessions support client registration updates, and new/renewal certification applications such as but not limited to: HUBZone, 8(a), SDVOSB/VOSB, and WOSB. Support is also provided in areas not limited to solicitation reviews, bid matching, and marketing.

| <b>Contract Awards Activity (11-01-2024 to 12-11-2024)</b> |                         |                          |                        |
|--|-------------------------|--------------------------|------------------------|
| <b>Award Type</b>  | <b>Number of Awards</b> | <b>Number of Clients</b> | <b>Total Value</b>     |
| <b>Federal Prime</b>                                       | <b>4145</b>             | <b>13</b>                | <b>\$21,574,293.62</b> |
| <b>State/Local Prime</b>                                   | <b>0</b>                | <b>0</b>                 | <b>\$0</b>             |
| <b>Subcontracts</b>  | <b>7</b>                | <b>4</b>                 | <b>\$548,864.14</b>    |

During this period, Active APEX Accelerator clients received contract awards primarily from Federal Agencies acting as a prime contractor. Contract award reporting follows Department of Defense Office of Small Business Program terms. The APEX Accelerator worked with clients during this period on three types of SBA certifications for their business.

| <b>Set Aside Award Activity (11-01-2024 to 12-11-2024)</b> |               |                        |
|--|---------------|------------------------|
| <b>Certification Type</b>                                  | <b>Awards</b> | <b>Total Value</b>     |
| <b>SD/VOSB</b>   | <b>5</b>      | <b>\$ 761,292.49</b>   |
| <b>WOSB</b>  | <b>0</b>      | <b>\$0</b>             |
| <b>HUBZone</b>   | <b>5</b>      | <b>\$ 1,620,023.30</b> |

## Board of Directors Report January, 2025

### International Business Development Program

As of December 10, 2024, the International Business Development Program staff processed twelve (12) Global Access Program applications this fiscal year for a total request of \$110,678. GAP is an export promotion grant administered by the Pennsylvania Office of International Business Development (OIBD) under a State Trade Expansion Program (STEP) award from the U.S. Small Business Administration.

On November 19, 2024, staff cohosted an Export Opportunities Business Roundtable at the Blue Mountain Resort in Palmerton. Participants networked and listened to experts from the PA Dept. of Community & Economic Development, U.S. Commercial Service, U.S. Export-Import Bank, U.S. Small Business Administration, NEPA Alliance Business Finance Corporation, Clark-Esposito Law Firm, and LOH Medical. Topics covered included export compliance, financing, and assistance programs available through federal, state, and local partners. In addition, LOH Medical, winner of the 2024 President’s E Award for Export Excellence, joined the discussion to share insight into their success with exporting.

| <b>PA Office of International Business Development Performance Measurements<br/>FY 2023 -2024</b> |                 |                   |
|---|-----------------|-------------------|
| <b>Performance Measurement</b>  | <b>Goal</b>     | <b>YTD Totals</b> |
| Active Clients  | 56              | 22                |
| Export Actions  | 117             | 31                |
| Exporting Companies   | 14              | 0                 |
| Export Sales  | \$25,121,441    | \$0               |
| Projects  | 112             | 20                |
| ATR Attributed Sales  | \$10,299,790.81 | \$0               |
| New Clients   | 8               | 6                 |
| Total (weighted and capped measure)<br><i>Calculated 12/10/24</i>                                 |                 | 15.66%            |

### Business Finance Center

The Business Finance Center has been able to close 5 loans totaling \$5,868,000. Through these loan closings, the small businesses are expected to create 45 jobs and retain 46 jobs in the next 3 years. Loans closed since that last meeting include the following business sectors:

- Hotels
- Restaurants
- Distributors
- Automotive Shops

NEPA Alliance BFC continues to look to assist small businesses that are affected by the rate increases and limited credit offerings through conventional banks due to industry pullback.

## Board of Directors Report January, 2025



| <b>SBA 504</b>                   |               |                  |
|----------------------------------|---------------|------------------|
|                                  | <b>Number</b> | <b>Balance</b>   |
| <b>Approved Loans</b>            | 12            | \$ 17,268,000.00 |
| <b>Closed Since Last Meeting</b> | 3             | \$ 5,814,000.00  |
| <b>Outstanding Loans</b>         | 78            | \$ 54,678,627.00 |
| <b>Total</b>                     | 93            | \$ 77,760,627.00 |
| <b>SBA Community Advantage</b>   |               |                  |
|                                  | <b>Number</b> | <b>Balance</b>   |
| <b>Approved Loans</b>            | 2             | \$ 435,000.00    |
| <b>Closed Since Last Meeting</b> | 1             | \$ 350,000.00    |
| <b>Outstanding Loans</b>         | 33            | \$ 4,625,180.00  |
| <b>Total</b>                     | 36            | \$ 5,410,180.00  |
| <b>PIDA</b>                      |               |                  |
|                                  | <b>Number</b> | <b>Balance</b>   |
| <b>Approved Loans</b>            | 1             | \$ 453,200.00    |
| <b>Closed Since Last Meeting</b> | 0             | \$ 0.00          |
| <b>Outstanding Loans</b>         | 20            | \$ 9,070,601.00  |
| <b>Total</b>                     | 21            | \$ 9,523,801.00  |
| <b>Internal Funds</b>            |               |                  |
|                                  | <b>Number</b> | <b>Balance</b>   |
| <b>Approved Loans</b>            | 2             | \$ 200,000.00    |
| <b>Closed Since Last Meeting</b> | 1             | \$ 100,000.00    |
| <b>Outstanding Loans</b>         | 149           | \$ 8,166,309.00  |
| <b>Total</b>                     | 152           | \$ 8,466,309.00  |
| <b>NEPA BFC Active Portfolio</b> | 285           | \$ 82,804,717.00 |

To date, fourteen (14) LDD Customer Satisfaction Survey forms completed by NEPA clients who received assistance through NEPA’s Business Financing, APEX Accelerator and International Business Programs for assistance were received for the 2nd quarter of 2024-2025. Fourteen (14) clients indicated they were very satisfied/satisfied with the assistance they received through NEPA.

The following represents the number of responses from clients who indicated they were very satisfied / satisfied with the specific assistance they received:

|                  | <b>*Timeliness of Assistance</b> | <b>*Quality of Assistance</b> | <b>*Value of Assistance</b> |
|------------------|----------------------------------|-------------------------------|-----------------------------|
| Loans            | 3                                | 3                             | 3                           |
| APEX Accelerator | 9                                | 9                             | 9                           |
| International    | 6                                | 6                             | 6                           |

## Board of Directors Report January 8, 2025

### Community and Economic Development Services Division

#### EDA

Development District (LDD) for the Economic Development Administration (EDA), NEPA provides technical assistance to those organizations seeking EDA grant assistance.

| Organization    | Project                                   | CO | EDA Grant Request Amount | Funding Leveraged | Status  |
|-----------------|---|----|--------------------------|-------------------|---|
| For Pete's Sake | Cancer Retreat Center                     | PI | \$2M                     | \$8M              | Waiting for a response from EDA as to eligibility |
| SEDA-COG & NEPA | Data dashboard – CEDS Improvement project | RE | \$480,000                | \$576,000         | Awarded October 2023                              |
| SEDCO           | Infrastructure Feasibility Study          | SC | TBD                      | TBD               | Considering application                           |
| SLIBCO          | CTTC Facility Improvements                | LA | TBD                      | TBD               | Considering application                           |

#### Appalachian Regional Commission

As the designated Local Development District (LDD) for the Appalachian Regional Commission (ARC) and the Pennsylvania Department of Community & Economic Development (DCED), NEPA provides technical assistance to those organizations seeking ARC grant assistance.

#### 24-25 Current Projects:

| Organization                                       | Project  | CO | ARC | ARC Request Amount | Status                     |
|--|--|----|-----|--------------------|----------------------------|
| Delaware & Lehigh National Heritage Corridor, Inc. | D&L Luzerne Trail Study  | CA | AD  | \$75,000           | Full App in progress       |
| Misericordia University                            | Advancing the Education and Workforce Development of High-Demand Nursing                             | LU | AD  | \$75,000           | Full App in Progress       |
| Scranton Area Community Foundation                 | Lackawanna County Micro transit Feasibility Study for Workers and Their Employers                    | LA | AD  | \$55,000           | Full App in Progress       |
| United Neighborhood Centers of NEPA                | UNC Skilled Childcare Workers Capacity Expansion   | LA | AD  | \$515,524          | Full App in Progress       |
| Nesquehoning Borough                               | Nesquehoning Borough Business Park - Industrial Road (extends between Stock St (SR0054) to Park Ave) | CA | LAR | \$893,972          | Full App under DCED Review |
| WVIA   | WVIA Tech Accelerator - Advancing Our Mission in Rural Pennsylvania                                  | RE | AD  | \$400,000          | Full App under ARC Review  |
| <b>Total:</b>                                      |  |    |     | <b>\$2,014,496</b> |                            |

## Board of Directors Report January 8, 2025

### Recently Funded Projects:

| Organization               | Project   | CO | ARC | ARC Grant Request Amount | Funding Leveraged | Status  |
|----------------------------|---|----|-----|--------------------------|-------------------|---------|
| Mid Valley School District | STEAM Education Advancement – Biomedical Science                          | LA | AD  | \$124,000                | \$124,000         | Awarded |
| Orwigsburg Borough (LAR)   | Orwigsburg Industrial Park – (Industrial Drive and Long Avenue) – Phase 2 | SC | LAR | \$1,229,828              | \$100,000         | Awarded |
| Coaldale Borough           | Kline Hill Road – Phase II  | CA | LAR | \$221,276                | \$0               | Awarded |
| Dunmore Borough (LAR)      | Keystone Industrial Park Road Improvement                                 | LA | LAR | \$1,135,840              | \$200,000         | Awarded |
| NEPA                       | PREP  | RE | AD  | \$461,425                | \$461,425         | Awarded |
| Keystone College           | LEEP  | LA | A   | \$150,000                | \$200,000         | Awarded |
| NEPA                       | Community Capacity  | RE | AD  | \$80,000                 | \$0               | Awarded |
| <b>Totals:</b>             |   |    |     | <b>\$3,402,369</b>       | <b>\$624,461</b>  |         |

### ENGAGE!

On behalf of the Northeast Pennsylvania Partnerships for Regional Economic Performance (PREP) partners, NEPA annually applies for the *Engage!* initiative. *Engage!* is a Pennsylvania statewide business retention and expansion (BRE) program designed to interact with targeted companies regularly and proactively. The overall goal of *Engage!* is to retain existing businesses and to help them grow and expand by building solid relationships with business owners or key decision makers and economic development partners. NEPA submitted the application for the Northeast Region to DCED in early September. The region was awarded \$195,000. The *Engage!* visits will be split between NEPA and our 13 partners and visits will take place in all seven counties. To date, over 34 businesses have been interviewed as a result of the *Engage!* program.

### StartUp NEPA

NEPA has raised \$750,000 in support of our Angel Fund initiative. The official launch meeting was held in January 2022, and member meetings have been held monthly. To date, over 30 businesses have made pitches, and 6 investment commitments have been made. NEPA staff continue to recruit new investors and vet potential pitches from businesses and entrepreneurs.

| Business           | Industry/Sector               | Investment Amount | Location                 |
|--------------------|-------------------------------|-------------------|--------------------------|
| Conservation Labs  | Utility/Tech                  | \$50,000          | Pittsburgh, PA           |
| Buoy               | Health                        | \$50,000          | San Diego, CA            |
| LifeAire           | Indoor Air Quality            | \$185,000         | Allentown, PA            |
| Gilson Snow Boards | Recreation                    | \$50,000          | Snyder/Union Counties PA |
| UpContent          | Tech                          | \$50,000          | Pittsburgh, PA           |
| Voxel Innovations  | Electrochemical Manufacturing | \$50,000          | Raleigh, NC              |

## Board of Directors Report January 8, 2025

### Capital Financing Services – Pennsylvania Redevelopment Assistance Capital Program (RACP)

NEPA offers RACP fiscal sponsorship and grant writing assistance for large capital projects.

| Client                                 | Location       | RACP Request | Status         |
|--|----------------|--------------|----------------|
| <b>2024 (Application January 2024)</b> |                |              |                |
| WVIA *                                 | Jenkins Twp    | \$750,000    | Awarded \$750k |
| Interstate Building & Supply*          | Pittston, PA   | \$1,500,000  | Awarded \$1.5M |
| Little Leaf Farms, LLC*                | McAdoo, PA     | \$1,500,000  | Awarded \$1.5M |
| Downtown Shenandoah, Inc.*             | Shenandoah, PA | \$500,000    | Awarded \$500k |

\*NEPA is serving as the applicant.

### NORTHEASTERN PENNSYLVANIA NONPROFIT & COMMUNITY ASSISTANCE CENTER

**NCAC Membership:** NCAC currently has 106 active members. NCAC is now providing custom subject area searches (beginning at \$250) to interested nonprofit organizations in the area. These in-depth searches provide local, state, and federal funding opportunities on the specific topic.

NCAC has recently earned Candid’s Silver Seal of Transparency and is working toward the Gold Seal. NCAC recently hosted a free training workshop in partnership with Candid for both members and non-members on using the Candid online Foundation Directory platform. NCAC will be hosting 2 additional workshops on January 30th: Introduction to Foundation Directory and How Candid Helps Nonprofits (Candid Seals of Transparency).

**NEPA Grantmakers:** NCAC hosted a NEPA Grantmakers Forum on 11-18 at Benco Dental. The forum was attended by 21 grantmakers from 14 foundations. For Pete’s Sake Cancer Respite Center presented, and breakout groups discussed the evolving needs of the nonprofit sector. Of note, there was a discussion amongst all groups regarding a significant need for increased leadership and board development programming amongst area nonprofits.

#### NCAC Technical Support Highlights:

- Johnson College - FDO Access
- United Way of Wyoming Valley - FDO Access
- Shine Women’s Center - Grant writing Consultation
- Wayne County YMCA – Capital Campaign

### TOBYHANNA DEFENSE TECHNOLOGY PARTNERSHIP / TOBYHANNA ARMY DEPOT

NEPA manages the Tobyhanna Defense Technology Partnership (TDTP), which was organized in 1992 to provide regional community support for the preservation and protection of Tobyhanna Army Depot from the base closure process known as Base Realignment and Closure (BRAC). NEPA received several grants from the Pennsylvania Military Community Enhancement Commission to support the Depot. The funding will be used for various initiatives including legislative outreach, economic impact studies, fundraising, etc. To date, the TDTP membership campaign has received a commitment of over \$152,750 in pledges by various community partners in support of this project.

# Board of Directors Report

## January 8, 2025

Longtime TDTP co-chair Kevin Toolan stepped down from his role with the Partnership after over a decade of service. He also decided to step aside as a commissioner for the Pennsylvania Military Community Enhancement Commissioner. NEPA worked with our partners at the Depot to appoint Pat Esposito, who recently retired from Tobyhanna Army Depot to the commissioner role.

**RESEARCH & INFORMATION CENTER**

**Comprehensive Economic Development Strategy:** The NEPA Alliance’s Research & Information Center has begun the process of creating a new CEDS 5 year plan. NEPA, through its role as the regional Economic Development District, is required by EDA to develop and maintain a five year CEDS. NEPA is developing a CEDS committee that will include representation from all seven counties. NEPA expects the process to be completed by Spring 2025. NEPA has partnered with our sister agency, SEDA-COG, to develop an online CEDS Data Dashboard.

**Center for Rural PA:** NEPA Alliance co-hosted an event with the Center for Rural Pennsylvania – PA Rural Population Revitalization Commission in November to discuss rural population loss in the Commonwealth. NEPA invited stakeholders from throughout our region to participate in the discussion.

**Economic Impact Modeling Services:** NEPA provided several economic impact modeling reports summarized in the table below. Note: In the Studies Column, O is for Operations, C is for Construction and V is for Visitation.

| <b>Impact Studies</b> |                      |                       |                      |           |                     |                |
|-----------------------|----------------------|-----------------------|----------------------|-----------|---------------------|----------------|
| <b>#</b>              | <b>Client</b>        | <b>Project Title</b>  | <b>Purpose</b>       | <b>CO</b> | <b>Month - Year</b> | <b>Studies</b> |
| 1                     | For Pete’s Sake      | Cancer Respite Center | New Construction     | PI / WA   | Sep. 2024           | C/O            |
| 2                     | Tobyhanna Army Depot | Tobyhanna Army Depot  | Annual Impact Report | RE        | Dec. 2024           | C/O/V          |

# Social Media

Last 30 Days

## FACEBOOK



**1,632 Followers**  
**9 New Followers**  
**8,287 Reach/Views**

## INSTAGRAM

**1,754 Followers**  
**1,672 Reach/Views**



## LINKEDIN



**2,109 Followers**  
**28 New Followers**  
**5,090 Impressions**

## X (TWITTER)

**1,912 Followers**





## Board of Directors Report January 8, 2025

### Transportation Planning Services Division

#### 2025-2027 Unified Planning Work Program (UPWP)

- The development of the 2025-2027 Unified Planning Work Program (UPWP) is nearing completion. The UPWP is the program of work that will be conducted by the NEPA transportation staff in our four-county MPO region (Carbon, Monroe, Pike and Schuylkill) between July 1, 2025 and June 30, 2025. The UPWP lists specific tasks to be completed over the two-year period.
- Following several meetings with the UPWP Steering Committee, a draft of the UPWP was shared with the Technical Committee for their review. The draft was then submitted to FHWA, FTA and PennDOT at the beginning in October for a 45-day review. Comments from the reviewers have been incorporated into the final UPWP. The draft UPWP can be viewed here- <https://www.nepa-alliance.org/wp-content/uploads/2024/12/NEPA-MPO-FY-2025-27-Work-Program-12-10-24.pdf>.
- The NEPA MPO Technical Committee endorsed the 2025-2027 UPWP and the Policy Board approved the 2025-2027 UPWP at a joint business meeting on December 17<sup>th</sup>. **At the January 8<sup>th</sup> meeting, the NEPA Board of Directors will consider a Resolution approving submission of the UPWP to PennDOT and authorization for NEPA to engage in Transportation program contracting with PennDOT.**

#### Eastern PA Regional Freight Study

- The Eastern Pennsylvania Freight Alliance is a 10-county region, including 5 MPOs (NEPA MPO, Lackawanna-Luzerne MPO, Lehigh Valley Transportation Study, Reading Area Transportation Study and Lebanon MPO). The Eastern Pennsylvania Freight Infrastructure Plan is a blueprint for future investments and policies aimed at mitigating the impacts of freight traffic within the region, while also managing the expected continued expansion of freight uses within Eastern Pennsylvania.
- The NEPA MPO Technical Committee endorsed the Eastern Pennsylvania Freight Plan and the Policy Board approved the plan at the joint business meeting on December 17<sup>th</sup>. The next step is for the five participating MPOs to adopt an MOU to formally establish the Eastern Pennsylvania Freight Alliance to implement the plan recommendations. A copy of the Eastern Pennsylvania Freight Infrastructure Plan can be found here- <https://www.nepa-alliance.org/wp-content/uploads/2024/12/EPFA-Freight-Plan-December-2024.pdf>.

#### Route 611 Corridor Study

- A corridor study of Route 611 in Monroe County has been identified in the 2024-2025 UPWP as a priority task. The Route 611 corridor has witnessed a concerning trend of car and bicycle crashes, resulting in fatalities and serious injuries. In addition, congestion on Route 611 has become major issue, especially during peak tourism season. This congestion will only grow as the Interstate 80 Reconstruction Projects begin construction in 2026.
- Following discussions with District 5 and Monroe County, NEPA GIS staff completed online mapping of the existing conditions of Route 611 including existing and future TIP projects, zoning, land development plans, crash data, current AADTs and transit access. The online map of Route 611 conditions can be viewed here- <https://arcgis/10z0bP0>.

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- Staff have also developed a request for \$200,000 in Supplemental Planning Funds for the development of the Route 611 Corridor Study. A required 20% match of \$50,000 will be required, if awarded. The request has been submitted to Central Office for consideration.

### **Active Transportation Plan Development**

- Development of the NEPA MPO’s first Active Transportation Plan is underway. The Active Transportation Plan will address the needs of bicycle and pedestrian transportation and will guide future decision-making with respect to these modes, along with recommended policies, projects and funding sources to be considered in future programs.
- Public outreach meetings were held in each of the MPO counties in September which involved identifying specific bicycle and pedestrian needs in each county. A survey to identify needs has also been created and shared. Over 20 stakeholders participating in online interviews and focus groups to provide input into the plan. A meeting of the Active Transportation Plan Steering Committee was held on December 16<sup>th</sup> to review the information collected to date and to participate in a SWOT analysis. Plan development will continue through the fiscal year with completion expected by June 2025.

### **SR 2001 Reconstruction Project Alternatives Study**

- A study to identify alternates for the reconstruction of SR 2001 Section 405 in Pike County is underway. Reconstruction of SR 2001 has been Pike County’s number one project for over 30 years. In that time, the estimated cost of the project has continued to grow. Unfortunately, the NEPA MPO regional TIP allocation is unable to support the cost of the project. In addition, given the rural nature of the project, it is unlikely to be competitive for discretionary funding at the national level.
- PennDOT has provided \$350,000 in supplemental planning funds for NEPA to complete a study to assess State Route 2001 and to consider alternatives which could include phasing or smaller, lower-cost improvements. Michael Baker International is the consultant for the study. Work on the study is underway and meetings with Pike County, Delaware Township, Delaware Valley School District, the National Park Service, PennDOT and NEPA staff are ongoing. A field view of the SR 2001 corridor with PennDOT District 4 staff was conducted in early December. The study is expected to be completed by December 2025.

### **Coordinated Transit-Human Services Transportation Plan Update**

- An update of the NEPA MPO Coordinated Transit- Human Services Transportation Plan has been identified as a priority task in the 2024-2025 UPWP. The plan was last updated in November 2016. The plan aims to improve transportation services for persons with disabilities, older adults, and individuals with lower incomes by ensuring that communities coordinate resources available for public transportation.
- The scope of work for the plan development has been approved by the NEPA MPO Technical Committee. A steering committee to guide the plan development has been established and a kickoff meeting was held on November 14<sup>th</sup>. Stakeholder engagement will be completed in the coming weeks. The plan is expected to be completed by June 2025.

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### **Geographic Information Systems (GIS)**

- GIS staff is continuing to complete mapping activities for the transportation program. Staff recently developed a map of the bridge and highway projects on the 2025-2028 TIP- <https://arcg.is/1CXjeS>. The map also includes data layers for the Environmental Justice analysis.
- A Story Map outlining the development of the 2025-2028 TIP has been created. <https://arcg.is/1WDFa90>. It includes drone imagery of several key TIP projects in the NEPA MPO region.
- Staff has updated the Local Technical Assistance Program (LTAP) mapping with a dashboard of the 2023-2024 classes- <https://arcg.is/1rmWmr0>. Mapping of the 2024-2025 classes is also available- <https://arcg.is/14v0Xe>.
- Staff has created a HUB site for the transportation program- <https://nepa-gis-nepa-alliance.hub.arcgis.com/pages/transportation>.
- Staff developed a NEPA Membership Hub with statistics about NEPA Members and the benefits of membership. <https://arcg.is/1vHW5z>

### **Highway Performance Monitoring System (HPMS)**

- NEPA is responsible for the collection of data for the Highway Performance Monitoring System (HPMS). The HPMS is a national level highway information system that includes data on the extent, condition, performance, use and operating characteristics of the nation's highways. MPOs are required to update and confirm data included in the HPMS on an annual basis. The collection involves fieldwork at over 90 locations within the NEPA MPO region roadway network identified by PennDOT Central Office. Staff completed the HPMS data collection for 2024 in November and submitted the data to PennDOT in December.

### **Local Technical Assistance Program (LTAP)**

- NEPA has partnered with PennDOT to deliver the LTAP training series in the Lackawanna-Luzerne Metropolitan Planning Organization (MPO) region, the NEPA MPO region and Wayne County. The 2023-2024 program year ended on June 30<sup>th</sup>. 15 classes were held, including 3 Chainsaw Safety Workshops. Scheduling for 2024-2025 is underway, with 7 classes currently scheduled. Additional Winter and Spring classes are being scheduled. LTAP will also continue to offer courses in an online format. NEPA LTAP staff has been selected to attend a national LTAP Peer Exchange sponsored by FHWA in February. Only four representatives have been selected from Pennsylvania and NEPA is the only Planning Partner attending from PA.

### **Regional and Statewide Meetings**

Staff attended the following regional meetings and conferences:

- PennDOT Planning Partners Call- November 6
- NEPA Regional Trails Forum Meeting- November 15
- Pike County Road Task Force Meetings- November 21 and December 19
- PennDOT State Transportation Innovation Council Meeting- November 20
- PA Planning Association Northeast Section Meeting- December 6



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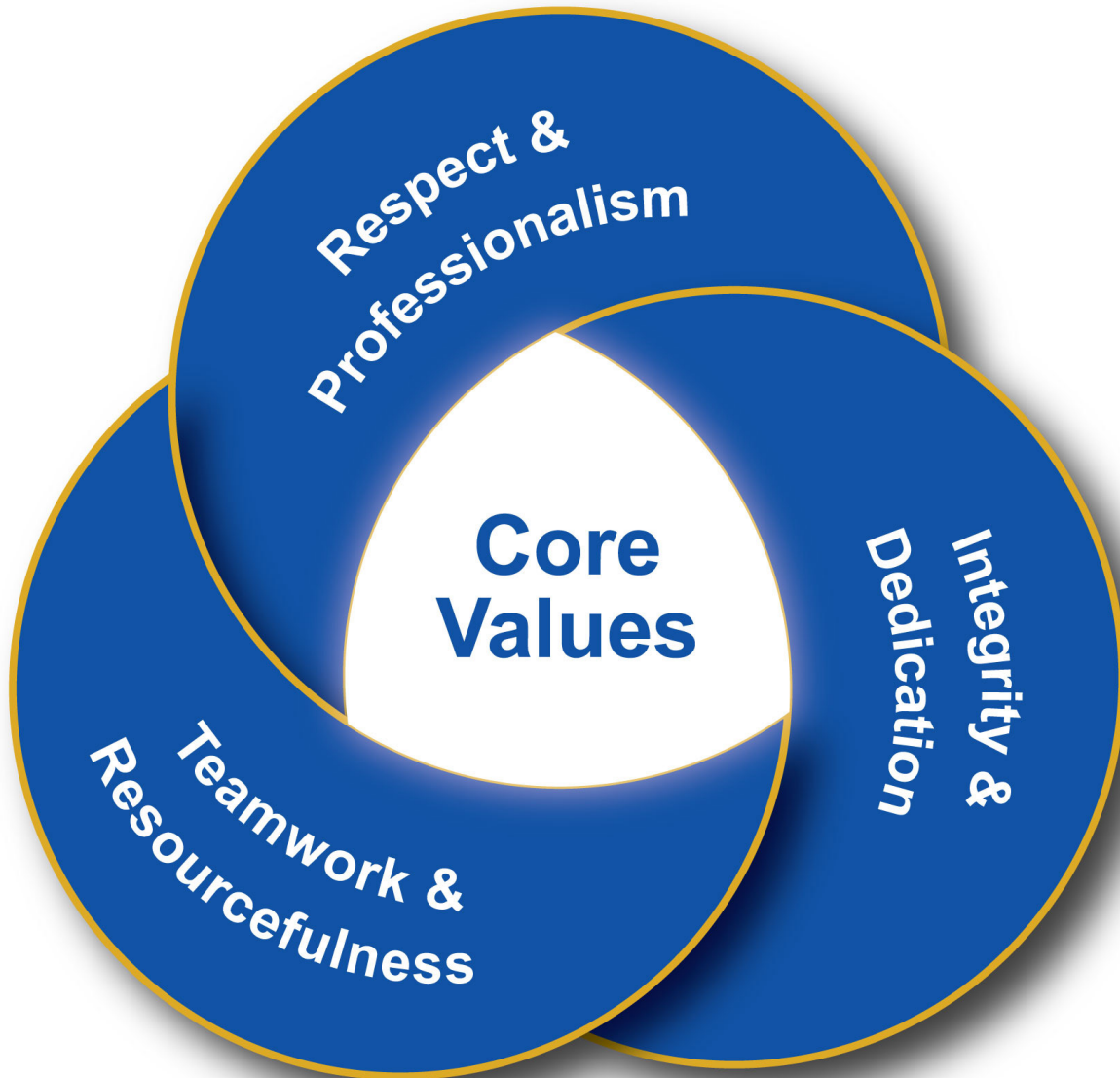
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## NEPA's Mission

The Northeastern Pennsylvania Alliance (NEPA) is a regional, multi-county, community and economic development agency providing leadership, planning, and services to businesses, communities, entrepreneurs and institutions lacking adequate access to capital and financial resources that enhance and revitalize distressed communities within the region.



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