

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**September 23, 2019**  
**6:00 PM**

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
  - 3.A MINUTES OF THE HISTORICAL ARCHITECTURE REVIEW BOARD MEETING HELD AUGUST 8, 2019.  
  
[HARB Meeting Minutes 8-8-19.pdf](#)
  - 3.B CORRESPONDENCE DATED SEPTEMBER 5, 2019 FROM THOMAS J. ANDERSON & ASSOCIATES, INC. REGARDING THE FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION (MMO) FOR THE CITY OF SCRANTON'S PENSION PLAN FOR 2020.  
  
[Financial Requirement and MMO 2020 from Thomas J. Anderson.pdf](#)
  - 3.C CORRESPONDENCE DATED SEPTEMBER 13, 2019 FROM MAYOR WAYNE E. EVANS REGARDING TEMPORARY ASSIGNMENTS.  
  
[Memo from Mayor re Temporary Assignments.pdf](#)
  - 3.D MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF SCRANTON HOUSING AUTHORITY HELD AUGUST 5, 2019.  
  
[Scranton Housing Authority Meeting Minutes 8-5-19.pdf](#)

- 3.E MINUTES OF THE REGULAR MEETING OF SCRANTON REDEVELOPMENT AUTHORITY HELD AUGUST 7, 2019.

[Scranton Redevelopment Authority Minutes 8-7-19.pdf](#)

- 3.F CONTROLLER'S REPORT FOR MONTH ENDING AUGUST 31, 2019.

[Controller's Report 08-31-19.pdf](#)

- 3.G TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD SEPTEMBER 11, 2019.

[Tax Assessor's Results Report for 9-11-19.pdf](#)

- 3.H MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD AUGUST 21, 2019.

[Scranton Firefighters Pension Commission Meeting 08-21-19.pdf](#)

- 3.I MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD AUGUST 21, 2019.

[Non-Uniform Municipal Pension Board Minutes 08-21-19.pdf](#)

- 3.J MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETINGS HELD JULY 17, 2019 AND AUGUST 21, 2019.

[Scranton Police Pension Commission Meetings 07-17-19 & 8-21-19.pdf](#)

- 3.K MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD AUGUST 21, 2019.

[Composite Pension Board Minutes 8-21-19.pdf](#)

- 3.L AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD SEPTEMBER 18, 2019.

[Agenda for Non-Uniform Municipal Pension Board 09-18-19.pdf](#)

- 3.M MINUTES OF THE CIVIL SERVICE COMMISSION MEETING HELD JUNE 13, 2019.

[Civil Service Commission Meeting Minutes 6-13-19.pdf](#)

#### 4. CITIZENS PARTICIPATION

#### 5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES

- 5.A MOTIONS.

- 5.B FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF ROBERT J. MORRIS, 648 WALES STREET, SCRANTON, PENNSYLVANIA, 18508 AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. MORRIS WILL REPLACE ROBERT J. PALMITESSA WHOSE TERM EXPIRED ON JULY 15, 2019. MR. MORRIS’ TERM WILL COMMENCE IMMEDIATELY AND EXPIRE ON JULY 14, 2024.

[Resolution-2019 Appt. Robert Morris to Zoning Board.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – RATIFYING AND APPROVING OF THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON, ON BEHALF OF THE HUMAN SERVICES ALLIANCE, TO THE COMMONWEALTH OF PENNSYLVANIA ACTING THROUGH THE COMMONWEALTH FINANCING AUTHORITY FOR A LOCAL SHARE ACCOUNT GRANT, PURSUANT TO THE PA RACE HORSE DEVELOPMENT AND GAMING ACT IN THE AMOUNT OF \$350,000.00 FOR THE PROJECT TO BE KNOWN AS “HUMAN SERVICES ALLIANCE – A BUILDING AND GROUNDS IMPROVEMENT PROJECT” LOCATED AT 1509 MAPLE STREET, 823 JEFFERSON AVENUE, 841 JEFFERSON AVENUE, AND THE CORNER OF MYRTLE AND MADISON AVENUE, SCRANTON, PENNSYLVANIA, AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON, PA, TO ACCEPT THE GRANT, IF SUCCESSFUL, AND EXECUTE AND ENTER INTO

A LOCAL SHARE ACCOUNT GRANT CONTRACT AND COMMITMENT LETTER WITH THE COMMONWEALTH OF PENNSYLVANIA TO ACCEPT AND UTILIZE THE GRANT IN THE AMOUNT OF \$350,000.00 AWARDED BY THE COMMONWEALTH OF PENNSYLVANIA FOR SUCH PROJECT.

[Resolution-2019 Grant Human Services Alliance Bldg & Grounds Improvement Project.pdf](#)

## 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 71, 2019 - AN ORDINANCE - REPEALING SECTION 1 OF FILE OF THE COUNCIL NO. 12, 2018 OF THE CITY OF SCRANTON AND ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH AND ADOPTING THE 2015 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS, AND STRUCTURES, BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE, AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF SCRANTON; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR AND AMENDING SECTION 4 OF FILE OF THE COUNCIL NO. 64 OF 2014 TO REDUCE THE FEE TO FILE AN APPEAL WITH THE HOUSING BOARD OF APPEALS BASED UPON THE TYPE OF MATTER AT ISSUE AND TO PROMOTE RESOLUTIONS OF APPEALS BEFORE PROCEEDING TO HEARING.

[Ordinance-2019 Adopting 2015 International Property Maintenance Code.pdf](#)

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 72, 2019 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 64, 2014, AN ORDINANCE (AS AMENDED) ENTITLED "AN ORDINANCE ADOPTING THE QUALITY OF LIFE AND VIOLATIONS TICKET PROCESS IN THE CITY OF SCRANTON" TO BE AMENDED IN SECTION 3 BY DELETING NUMBERS 1 THROUGH 7, 20, 21, 25, 26, 28 AND 29 TO REMOVE VIOLATIONS AND IN SECTION 9 TO REDUCE FINES FOR CERTAIN VIOLATIONS AND IN SECTION 10 TO REDUCE THE AMOUNT OF CITATION FINES FOR

VIOLATIONS.

[Ordinance-2019 Amend Quality of Life and Violations Ticket Process.pdf](#)

- 6.C READING BY TITLE - FILE OF THE COUNCIL NO. 73, 2019 - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY BETWEEN THE CITY OF SCRANTON ("GRANTOR") AND LACE BUILDING AFFILIATES, LP ("GRANTEE") GRANTING TO LACE AFFILIATES, LP THE EASEMENT, RIGHT OF WAY AND RIGHTS AS ARE SET FORTH BELOW WITH RESPECT TO THE PROPERTY, WHICH DEED OF EASEMENT AND RIGHT OF WAY SHALL BE IN THE FORM AS ATTACHED HERETO AS EXHIBIT "A".

[Ordinance-2019 Deed of Easement Lace Building Affiliates.pdf](#)

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - FILE OF THE COUNCIL NO. 70, 2019 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 19 EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF \$19,914.00.

[Ordinance-2019 SPD Grant App Edward Byrne JAG.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - RESOLUTION NO. 160, 2019 - AMENDING RESOLUTION NO. 104, 2019 ENTITLED "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A BEAUTIFUL BLOCKS PROGRAM PROPOSAL BY AND BETWEEN THE CITY OF SCRANTON AND NEIGHBORWORKS NORTHEASTERN PENNSYLVANIA TO ENCOURAGE GROUPS OF NEIGHBORS TO IMPROVE THEIR HOMES BY PROVIDING MATCHING GRANTS FOR EXTERIOR IMPROVEMENTS" TO INCREASE THE GRANT AMOUNT OF THE BEAUTIFUL BLOCKS PROPOSAL BY AND BETWEEN THE CITY OF SCRANTON AND NEIGHBORWORKS NORTHEASTERN PENNSYLVANIA AND AUTHORIZE DISBURSEMENT OF SUCH FUNDS.

[Resolution-2019 Increase Grant Amount of Beautiful Blocks Proposal.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 161, 2019 - AMENDING RESOLUTION NO. 127, 2019 ENTITLED "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A SETTLEMENT AGREEMENT BY AND BETWEEN UGI UTILITIES, INC., ("UGI") THE CITY OF SCRANTON ("CITY") AND PENNSYLVANIA PUBLIC UTILITY COMMISSION ("PUC") TO SETTLE LITIGATION FILED AGAINST THE CITY AND PUC BY UGI" IN ORDER TO REMOVE THE PENNSYLVANIA UTILITY COMMISSION (PUC) FROM THE SETTLEMENT AGREEMENT.

[Resolution-2019 Remove PUC from Settlement Agreement.pdf](#)

8. ADJOURNMENT



P E N N S Y L V A N I A

**HISTORICAL ARCHITECTURE REVIEW BOARD**

CITY HALL • 340 NORTH WASHINGTON AVE., 4<sup>TH</sup> FL. • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105

August 8, 2019 Board Meeting  
5:30 p.m.  
Approved Minutes

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SEP 13 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

**I. Roll Call**

**Present:** Richard Leonori – Chairman, Bill Lesniak, Katherine Kearney, Jennifer Davis, Mike Muller

**Solicitor:** Tim Corbett

**Coordinator:** Denise Nytech

**Absent:** Katie Gilmartin, Lee Borthwick & Nell O’Boyle

**Review of Minutes**

Motion was made by Katie Kearney to approve June 13, 2019 meeting Minutes seconded by Jennifer Davis; all in favor.

**II. Review of Application(s) for Certificates of Appropriateness - None**

**III. Topics of Discussion**

A. Motion made by Mike Muller to approve the following Invoices:

Scranton Times \$64.15

Solicitor Corbett \$1,396.50

Seconded by Jennifer Davis – all in favor.

B. Chairman Leonori spoke about the Lackawanna County Office Building Parking Lot (Lackawanna Government Center – The Globe). This is the site of the “Community Bake Shop” that was a HARB building. It was torn down and replaced with a parking lot for County Officials. Rich Leonori will send a letter to Scranton’s License, Inspection and Permits Department (LIPs) and cc the county regarding this action not being brought in front of HARB, as well as the parking lot not being in compliance with local regulations.

**IV. Miscellaneous**

Nothing to report at this time.

**V. Date of Next Regularly Scheduled Meeting**

Thursday, September 12, 2019

**VI. Adjournment**

Motion was made to adjourn by Mike Muller and seconded by Jennifer Davis; all in favor.

September 5, 2019

Mr. David Bulzoni  
Business Administrator  
CITY OF SCRANTON  
340 N. Washington Avenue  
Scranton, PA 18503

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OFFICE OF CITY  
COUNCIL/CITY CLERK

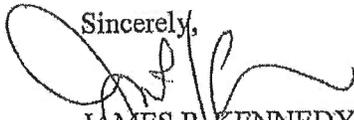
RE: 2020 Financial Requirement and Minimum Municipal Obligation

Dear David:

Attached is the Financial Requirement and Minimum Municipal Obligation (MMO) for your municipality's Pension Plan(s) for the upcoming 2020 plan year. Act 205 requires that the Chief Administrative Officer (CAO) of the pension plan(s) shall submit to the governing body of the municipality the financial requirement of the pension plan(s) for the following plan year (2020). This annual report must be presented to the governing body on or before the last business day in September (September 30, 2019).

These reporting requirements will be closely monitored by the Department of the Auditor General in future audits. Therefore, if you should have any questions concerning any of the above, please do not hesitate to contact our office. Upon approval, please forward a signed copy of this budget for our records.

Sincerely,



JAMES P. KENNEDY  
President

**PROJECTED CALCULATION OF 2020 MINIMUM MUNICIPAL OBLIGATION FOR CITY OF SCRANTON**

	<u>POLICE PENSION PLAN</u>	<u>FIREMEN'S PENSION PLAN</u>	<u>NON-UNIFORMED EMPLOYEES PENSION PLAN</u>	<u>TOTAL PENSION PLANS</u>
1 TOTAL ANNUAL PAYROLL Estimated Payroll	\$12,800,000	\$11,800,000	\$6,000,000	\$30,600,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL ( Derived from latest actuarial valuation ) 1/1/19	8.93%	8.75%	1.25%	7.35%
3 TOTAL NORMAL COST ( Item 1 x Item 2 )	\$1,143,040	\$1,032,500	\$75,000	\$2,250,540
4 AMORTIZATION REQUIREMENT ( Derived from latest actuarial valuation )	\$3,733,906	\$5,908,555	\$716,931	\$10,359,392
5 TOTAL ADMINISTRATIVE EXPENSES ( Derived from latest actuarial valuation )	\$55,000	\$55,000	\$65,000	\$175,000
6 FINANCIAL REQUIREMENT ( + Item 3 + Item 4 + Item 5 )	\$4,931,946	\$6,996,055	\$856,931	\$12,784,932
7 TOTAL MEMBERS' CONTRIBUTIONS	\$768,000	\$708,000	\$35,000	\$1,511,000
8 FUNDING ADJUSTMENT ( Derived from latest actuarial valuation )	\$0	\$0	\$0	0
9 MINIMUM MUNICIPAL OBLIGATION ( + Item 6 - Item 7 - Item 8 )	\$4,163,946	\$6,288,055	\$821,931	\$11,273,932

BASED UPON 1-1-19 ACTUARIAL VALUATION

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2020

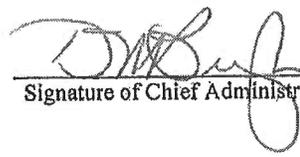
<i>NAME OF MUNICIPALITY:</i>	CITY OF SCRANTON	
<i>COUNTY:</i>	LACKAWANNA	POLICE PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		\$12,800,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL ( Derived from latest actuarial valuation ) 1/1/19		8.93%
3 TOTAL NORMAL COST ( Item 1 x Item 2 )		\$1,143,040
4 AMORTIZATION REQUIREMENT ( Derived from latest actuarial valuation )		\$3,733,906
5 TOTAL ADMINISTRATIVE EXPENSES ( Derived from latest actuarial valuation )		\$55,000
6 FINANCIAL REQUIREMENT ( + Item 3 + Item 4 + Item 5 )		\$4,931,946
7 TOTAL MEMBERS CONTRIBUTIONS		\$768,000
8 FUNDING ADJUSTMENT ( Derived from latest actuarial valuation )		\$0
9 MINIMUM MUNICIPAL OBLIGATION ( + Item 6 - Item 7 - Item 8 )		\$4,163,946

  
 \_\_\_\_\_  
 Signature of Chief Administrative Officer

9-9-19  
 \_\_\_\_\_  
 Date Certified to Governing Body

FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2020

<i>NAME OF MUNICIPALITY:</i>	CITY OF SCRANTON	
<i>COUNTY:</i>	LACKAWANNA	FIRE PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		\$11,800,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL ( Derived from latest actuarial valuation ) 1/1/19		8.75%
3 TOTAL NORMAL COST ( Item 1 x Item 2 )		\$1,032,500
4 AMORTIZATION REQUIREMENT ( Derived from latest actuarial valuation )		\$5,908,555
5 TOTAL ADMINISTRATIVE EXPENSES ( Derived from latest actuarial valuation )		\$55,000
6 FINANCIAL REQUIREMENT ( + Item 3 + Item 4 + Item 5 )		\$6,996,055
7 TOTAL MEMBERS CONTRIBUTIONS		\$708,000
8 FUNDING ADJUSTMENT ( Derived from latest actuarial valuation )		\$0
9 MINIMUM MUNICIPAL OBLIGATION ( + Item 6 - Item 7 - Item 8 )		\$6,288,055

  
 \_\_\_\_\_  
 Signature of Chief Administrative Officer

9-9-19  
 \_\_\_\_\_  
 Date Certified to Governing Body

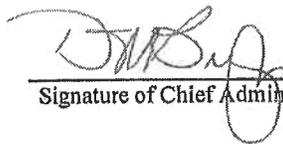
**FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL  
OBLIGATION BUDGET FOR 2020**

*NAME OF MUNICIPALITY:*  
*COUNTY:*

CITY OF SCRANTON  
LACKAWANNA

NON-UNIFORMED  
PENSION PLAN

1 TOTAL ANNUAL PAYROLL Estimated Payroll	\$6,000,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL ( Derived from latest actuarial valuation ) 1/1/19	1.25%
3 TOTAL NORMAL COST ( Item 1 x Item 2 )	\$75,000
4 AMORTIZATION REQUIREMENT ( Derived from latest actuarial valuation )	\$716,931
5 TOTAL ADMINISTRATIVE EXPENSES ( Derived from latest actuarial valuation )	\$65,000
6 FINANCIAL REQUIREMENT ( + Item 3 + Item 4 + Item 5 )	\$856,931
7 TOTAL MEMBERS CONTRIBUTIONS	\$35,000
8 FUNDING ADJUSTMENT ( Derived from latest actuarial valuation )	\$0
9 MINIMUM MUNICIPAL OBLIGATION ( + Item 6 - Item 7 - Item 8 )	\$821,931

  
\_\_\_\_\_  
Signature of Chief Administrative Officer

9-9-19  
\_\_\_\_\_  
Date Certified to Governing Body



OFFICE OF THE MAYOR

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-2511

RECEIVED  
SEP 13 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

September 13, 2019

To: Scranton City Council  
From: Mayor Wayne Evans  
Re: Memo pertaining to Temporary Assignments.

Members of City Council:

As you know these are unusual times. The current state of affairs is unprecedented in Scranton's history and staffing changes may not necessarily conform to what would be deemed normal operating procedure.

We are currently understaffed a full time HR Director, a full time Deputy Director of the License and Inspections Department and a full time Zoning Officer. I have approximately 4 months left in my term and quite frankly to fill those positions would be nearly impossible and to fill them with individuals that could hit the ground running would be virtually impossible.

I am extremely gratified that individuals like Tom Oleski in LIPs, Don King our City Planner, Rebecca McMullen our Finance Director and Jessica Eskra our City Solicitor have agreed to step into additional temporary roles at my request. As you know I have tried to be extremely active since my appointment as Mayor and everyone within this Administration has, for the benefit of the City, stepped up beyond my expectations.

I feel the minor salary adjustments for these dedicated staff members are warranted but not nearly enough in my view for the excellent work that they will continue to provide for the City.

Of course, all of the positons are temporary assignments and therefore should not be considered precedent setting in any manner.

As always thank you all for your continuing dedication to our City.

Sincerely,

Wayne E. Evans  
Mayor

MINUTES OF THE REGULAR  
MEETING OF THE MEMBERS OF  
SCRANTON HOUSING AUTHORITY  
AUGUST 5, 2019

RECEIVED  
SEP 13 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

15

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on August 5, 2019.

Pledge of Allegiance.

Mrs. Mary Anne Sinclair, Madame Chairman, called the meeting to order. Roll call please.

1. Roll Call.

Present

Absent

Mary Anne Sinclair  
Thomas J. Galella, Jr.  
Terrence V. Gallagher  
Mary Clare Kingsley

Devendabhai Dave

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director and Ann Frye, Executive Assistant to the Executive Director.

2. Executive Session.

Mr. Pelucacci: Attorney Hughes was not present, only personnel issues discussed.

3. Approval of the minutes of the Regular Meeting held July 1, 2019.

Mrs. Sinclair: Approval of the minutes of the regular meeting held July 1, 2019.

Mr. Gallagher: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows:

AYES	NAYS
Mary Anne Sinclair	None
Terrence V. Gallagher	
Thomas J. Galella, Jr.	
Mary Clare Kingsley	

4. Treasurer’s Report for the period June 27, 2019 to July 31, 2019.

Mrs. Sinclair: Treasurer’s Report for the period June 27, 2019 to July 31, 2019.

Mr. Galella: This report is as of July 31, 2019. The balances in our checking accounts and Money Market accounts are \$4,917,588.81. The Section 8 NRA Fund has a balance of \$1,555.11. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,674,981.49. Petty Cash totaled \$300.00, for a grand total of \$9,594,425.41. Paid bills from June 27, 2019 to July 31, 2019 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Ms. Kingsley: So moved.

Mr. Gallagher: Second.

Upon roll call, the ayes and nays were as follows.

newspaper that we are accepting bids for the demolition of building 11. We are anticipating that the awarding of the contract for the demolition will be on September's agenda.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Solicitor's Report.

6.(c) Solicitor Report.

Mr. Pelucacci: There is nothing to report.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Lynott: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,244 units with 1,198 units under effective lease. Sixteen (16) vacate notices were received and Twenty-Four (24) apartments were accepted. There are Forty-Six (46) vacant apartments in which Seventeen (17) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 840 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of July 31, 2019, are 2,038 out of an A.C.C. of 2,294.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

Mr. Pelucacci: Not to my knowledge, Madame Chairman.

Mrs. Sinclair: New Business.

8. New Business.

Mr. Pelucacci: There is no New Business.

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations or retirements. There is currently no one on workers compensation. Paul Morgan is currently on long term disability.

Also under personnel Madame Chairman, Cecilia Toledo completed her 90 day probationary period as Clerk/Cashier/Occupancy Specialist.

It would be my recommendation that the Board of Commissioners make a motion to place Cecilia Toledo on permanent status as Clerk/Cashier/Occupancy Specialist, effective April 8, 2019.

Mr. Gallagher: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

AYES	NAYS
Mary Anne Sinclair	None
Terrence V. Gallagher	
Thomas J. Galella, Jr.	
Mary Clare Kingsley	

Mr. Pelucacci: In addition, Madame Chairman, Awilda Luciano completed her 90 day probationary period as Clerk/Cashier/Occupancy Specialist/Language Access Coordinator.

It would be my recommendation that the Board of Commissioners make a motion to place Awilda Luciano on permanent status as Clerk/Cashier/Occupancy Specialist/Language Access Coordinator, effective April 22, 2019.

Ms. Kingsley: So Moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair  
Terrence V. Gallagher  
Thomas J. Galella, Jr.  
Mary Clare Kingsley

None

10. Public Comment.

(No one present for Public Comment.)

11. Adjournment.

There being no further business to come before the board, the meeting was adjourned at the call of the Chair on motion made by Mr. Galella, and seconded by Ms. Kingsley.



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Terrence V. Gallagher, Secretary

## Certificate

I, Terrence V. Gallagher, hereby certify that:

1. I am the duly appointed, qualified and Secretary of the Scranton Housing Authority.

2. I am custodian of the records of said Authority.

3. The attached copy of the Minutes of the Regular Meeting of said Authority held August 5, 2019 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on September 9, 2019 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 9th DAY of SEPTEMBER, 2019.



Terrence V. Gallagher  
Secretary



## **City of Scranton**

*Scranton Redevelopment Authority*

*340 N. Washington Avenue*

*Scranton, PA 18503*

*SOLICITOR: Paul A. Kelly, Esquire*

*Chairman: Robert Timlin*

*Members of Authority: Mario Savinelli, Burt Schwartz*

RECEIVED

SEP 13 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Approved Minutes  
Regular Meeting  
Wednesday, August 7, 2019  
12:15 P.M.

Olympus Digital Voice Recorder VN-7200, File A, Track 47

**I. Roll call:**

Present: Mr. Schwartz, Mr. Savinelli, Mr. Timlin  
Paul Kelly, Solicitor  
Denise Nytch, SRA Coordinator  
Disha Patel, SRA Fiscal Coordinator

Solicitor: Paul Kelly

Absent: Mr. Teserovitch

**II. Reading and approval of minutes:**

July 2019 minutes approved:

- Mr. Schwartz made the motion to approve the minutes.
- Mr. Savinelli seconded.

Roll Call Vote

- o Mr. Schwartz....YES
- o Mr. Savinelli....YES
- o Mr. Timlin....YES

**III. Bills and Communications:**

Attorney Paul Kelly Legal Bills - \$760.00

Scranton Times Invoices \$138.30 (2 x 69.15)

Membership of the Greater Chamber of Commerce \$330.00

(Mr. Schwartz is the member)

- Mr. Savinelli made the motion to approve the bills.
- Mr. Schwartz seconded.

Roll Call Vote

- Mr. Schwartz....YES
- Mr. Savinelli....YES
- Mr. Timlin....YES

**IV. Report of the Secretary:**

Mr. Savinelli – No report.

**V. Reports of Committees:**

Property Committee: No report at this time.

Audit Committee: No report at this time.

**VI. Financial Statements:**

Financial Statements –June 2019

July 2019's statements to defer so that the SRA can review them.

-Mr. Schwartz made the motion to approve Financial Statements.

-Mr. Savinelli seconded.

Roll Call Vote

- Mr. Schwartz....YES
- Mr. Savinelli....YES
- Mr. Timlin....YES

**VII. New Business/Unfinished Business:**

- Scranton Times Invoices \$138.30 (approved above)
- KenMarq check #3951 \$10.00 – no action required
- Letter from Penn DOT – Requesting to access SRA owned land to clean up from construction of the work they did to build the new Harrison Avenue bridge.

-Mr. Schwartz made the motion to approve the letter and clean up from Penn Dot.

-Mr. Savinelli seconded

Roll Call Vote:

- Mr. Schwartz....YES
  - Mr. Savinelli....YES
  - Mr. Timlin....YES
- Received a letter from Mr. Kcenich (DEP) executive agreement between the SRA and DEP for the Briggs Street Project as we discussed in caucus everything seems to be approved, however we did not receive any monies yet. We will act on that once the money is received in hand.
  - Mr. Timlin asked that we give Solicitor Kelly the authority to look into a CD at Fidelity Bank for near \$10,000. (the CD is 18 years old) the SRA would like cash it out and transfer that money into the General Account to take care of the SRA properties.
    - Mr. Schwartz made the motion to give Atty. Kelly permission to cash out the CD and transfer to General Account.
    - Mr. Savinelli seconded.

Roll Call Vote:

- Mr. Schwartz....YES
  - Mr. Savinelli....YES
  - Mr. Timlin....YES
- Operational Highlights – As part of the Audit the Auditor’s request that we give them Highlights of what the Authority did throughout the year. Atty. Kelly prepared the Operational Highlights and he recommends that the SRA authorize as they are written before the Authority.
    - Mr. Savinelli made the motion to accept the Operational Highlights
    - Mr. Schwartz seconded.

Roll Call Vote:

- Mr. Schwartz....YES
  - Mr. Savinelli....YES
  - Mr. Timlin....YES
- Mr. Savinelli indicated to Mr. Kelly that he would like Atty. Kelly to forward a letter to Azek (Keyser Avenue) that they are encroaching on SRA property with their product. Atty. Kelly will send a letter to Azek to either remove their product from SRA property or purchase the property which the SRA is willing to sell.

- Mr. Savinelli made the motion to have Atty. Kelly send a letter to Azek.
- Mr. Schwartz seconded.

Roll Call Vote:

- Mr. Schwartz....YES
  - Mr. Savinelli....YES
  - Mr. Timlin....YES
- Atty. Kelly is going to review with Fidelity Bank the check that was sent last year to PAHRA for membership. PAHRA records do not show that they received it in 2018.

**VIII. Public Comment:**

No public comment.

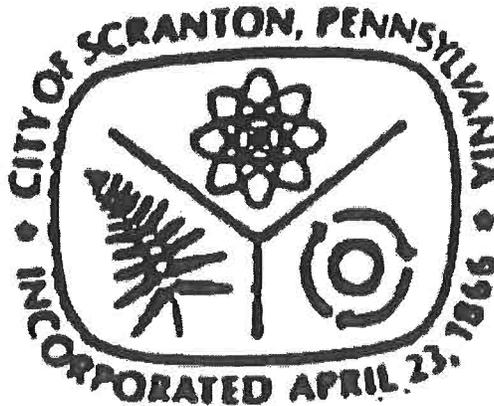
**IX. Adjournment:**

Mr. Schwartz made the motion to adjourn.  
Mr. Savinelli seconded.

Roll Call Vote

- Mr. Schwartz....YES
- Mr. Savinelli....YES
- Mr. Timlin....YES

**CITY OF SCRANTON  
PENNSYLVANIA**



**RECEIVED**

SEP 16 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

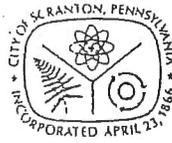
**OFFICE OF THE CITY CONTROLLER  
AND BUREAU OF INVESTIGATIONS**

**ROSEANN NOVEMBRINO  
CITY CONTROLLER**

**CONTROLLER'S REPORT  
FOR THE MONTH ENDING  
AUGUST 31, 2019**

City of Scranton  
Pennsylvania

Roseann Novembrino  
City Controller  
Municipal Building  
Scranton, Pennsylvania 18503  
(570) 348-4125



Office of the City Controller  
and Bureau of Investigations

September 16, 2019

RECEIVED  
SEP 16 2019

The Honorable Mayor Wayne Evans  
And  
The Honorable City Council  
Municipal Building  
Scranton, Pa 18503

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of August, 2019.

The first section of this report includes a summary of the General Fund Activities for the month as well as a year to date revenue summary. The second section contains a detailed listing of the purchases in all departments for the period. Both sections are the end result of the review, authoritative approval, and audit procedures applicable to each section. This reflects the Controller's integral part of the internal control environment and the application of those independent audit techniques designed to provide improvement within the system and/or identify irregularities.

Rather than traditional audit reports which outline the results of an examination performed on a particular schedule within the calendar cycle, this department applies audit reviews on a daily, bi-weekly and monthly basis. Audit procedures were applied to the following financial applications which are an integral part of or have a direct impact on this report; all cash receipts flowing through the Treasurer's Office, all bank account reconciliations, Capital Budget reviews, Operating budget review/monthly reconciliation, payroll review and reconciliation, and voucher/requisition order review/authorization. Any item considered reportable would have been detailed later in this report (page 2).

This report is presented for your review. All figures are accurate as of this date but are subject to change due to subsequent postings by the Business Administration Department. Any such posting will be accounted for within the next monthly report from this department.

Sincerely,

*Roseann Novembrino*  
Roseann Novembrino  
City Controller

**CITY OF SCRANTON  
GENERAL FUND EXPENDITURES  
MONTH OF AUGUST 2019**

<b>CODE #</b>	<b>DEPARTMENT</b>	<b>EXPENDITURES</b>
10	Mayor's Office	\$ 10,253.57
11	Public Safety	-
20	City Council	25,899.54
30	Controller	19,017.41
40	Business Administration	301,442.86
41	Bureau of Human Resources	100,274.67
42	Bureau of Information Technology	26,337.25
43	Treasurer	9,014.05
51	Inspections and Licenses	70,210.60
60	Law	28,354.04
71	Police	1,652,195.55
75	Traffic Maintenance	-
78	Fire	1,255,832.27
80	Public Works	302,607.02
81	Engineering	15,892.54
82	Buildings	123,019.32
83	Highways	125,544.71
84	Refuse	288,189.35
85	Garages	129,482.22
90	Single Tax Office	184,299.32
100	Parks and Recreations	196,111.41
<b>TOTAL DEPARTMENTAL:</b>		<b>\$ 4,863,977.70</b>
<b>NON DEPARTMENTAL</b>		
0140	Scranton Plan	\$ -
1000	Boards and Commissions	10,236.10
1100	Utilities	-
1300	Contingency	-
1500	Special Items	36,249.49
1600	Unpaid Bills	110,431.25
1700	Grants and Contributions	(250,000.00)
1900	Special Items (Non Add)	-
<b>TOTAL NON DEPARTMENTAL:</b>		<b>\$ (93,083.16)</b>
<b>GRAND TOTAL:</b>		<b>\$ 4,770,894.54</b>

**CITY OF SCRANTON  
GENERAL FUND REVENUE REPORT  
FOR THE MONTH OF AUGUST 2019**

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	1,225,817.89
302	Landfill and Refuse Fees	260,422.14
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	7,163,850.79
319	Penalties and Interest (Delinquent Taxes)	24,959.24
320	Licenses and Permits	228,148.42
330	Fines and Forfeitures	-
331	Police Fines and Violations	40,280.41
341	Interest Earnings	11,975.97
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	36,851.30
359	Local Governments (Payments in Lieu)	65,325.96
360	Departmental Earnings	13,252.00
367	Recreational Departments	2,788.50
380	Cable TV and Miscellaneous Revenue	278,846.97
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
<b>TOTAL</b>		<b>\$ 9,353,019.59</b>
<b>MONTH TO DATE:</b>		
	Revenues To August 2019	\$ 81,023,107.62
	Expenditures To August 2019	59,053,191.16
	<b>NET:</b>	<b>\$ 21,969,916.46</b>

\*Non Add

**CITY OF SCRANTON**  
**AUGUST 31, 2019**  
**GENERAL FUND REVENUE REPORT**  
**YEAR TO DATE**

<b>CODE #</b>	<b>FUND SOURCE</b>	<b>ESTIMATED</b>	<b>REALIZED</b>	<b>UN-REALIZED</b>
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	33,520,050.63	30,598,143.67	2,921,906.96
302	Landfill and Refuse Fees	7,267,500.00	5,794,585.81	1,472,914.19
304	Utility Tax	75,000.00	-	75,000.00
305	Non-Resident Tax	520,000.00	-	520,000.00
310	Local Taxes (Act 511)	40,692,118.03	26,757,191.52	13,934,926.51
319	Penalties and Interest (Delinquent Taxes)	249,600.00	192,662.63	56,937.37
320	Licenses and Permits	1,992,004.00	1,850,191.69	141,812.31
330	Fines and Forfeitures	165,100.00	-	165,100.00
331	Police Fines and Violations	182,750.00	443,741.26	(260,991.26)
341	Interest Earnings	150,000.00	251,200.53	(101,200.53)
342	Rents and Concessions	5,000.00	4,000.00	1,000.00
350	Inter-Government-Revenue Reimbursements	6,659,966.00	192,082.07	6,467,883.93
359	Local Government (Payments in Lieu)	250,000.00	242,587.96	7,412.04
360	Departmental Earnings	267,125.00	179,855.00	87,270.00
367	Recreational Departments	45,500.00	28,500.25	16,999.75
380	Cable TV and Miscellaneous Revenues	1,119,200.00	618,670.44	500,529.56
392	Interfund Transfers	4,147,793.00	1,169,694.79	2,978,098.21
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,700,000.00	50,000.00
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
<b>TOTALS</b>		<b>\$ 110,058,706.66</b>	<b>\$ 81,023,107.62</b>	<b>\$ 29,035,599.04</b>

**ACCOUNT BALANCES AS OF AUGUST 31, 2019**

DEPARTMENT / ACCOUNT	2019 BUDGET		AUGUST, 2019	
	BEGINNING BAL	ACTIVITY	ENDING BAL.	
<b>OFFICE OF THE MAYOR</b>				
0101000000 4270 DUES & SUBSCRIPTIONS	21,913.63	0.00		<u>0.00</u>
0101000000 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER	150.00	136.70	6.65	<u>130.05</u>
0101000000 4420 TRAVEL & LODGING	1,000.00	560.00		<u>560.00</u>
<b>DEPARTMENT OF PUBLIC SAFETY</b>				
<b>POLICE BUREAU</b>				
0101100071 4201 PROFESSIONAL SERVICES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD ARMAG CORPOPATION CINTAS FAS LOCKBOX 636525	40,000.00	7,058.65	(523.00) 3,569.00 523.00 734.85	<u>2,754.80</u>
0101100071 4210 SERVICES & MAINTENANCE FEE ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	69,000.00	8,111.67	(570.00) 1,320.00	<u>7,361.67</u>
0101100071 4270 DUES & SUBSCRIPTIONS AD ASTRA, INC. YCG, INC.	3,150.00	53.00	4.20 75.00	<u>(26.20)</u>
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	2,000.00	1,204.62		<u>1,204.62</u>
0101100071 4290 STATIONERY / OFFICE SUPPLIES	2,750.00	462.34		<u>462.34</u>
0101100071 4380 GUNS / AMMUNITION ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	30,000.00	12,410.10	(15,450.00) 21,450.00	<u>6,410.10</u>
0101100071 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD GALLS, LLC WITMER ASSOCIATES, INC.	21,000.00	6,550.54	(1,563.76) 1,313.76 384.18 1,653.76	<u>4,762.60</u>

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	AUGUST, 2019	
			ACTIVITY	ENDING BAL.
0101100071 4420 TRAVEL & LODGING	4,500.00	3,277.11		3,277.11
0101100071 4470 TRAINING & CERTIFICATION	50,000.00	8,544.46	(1,500.00)	
ENCUMBERED: PREVIOUS PERIOD			1,500.00	
CALIBREE PRESS			159.00	
NATIONAL TACTICAL OFFICER			499.00	
PD ACADEMY CREDIT REFUND			(150.00)	
				8,036.46
0101100071 4550 CAPITAL EXPENDITURES	275,000.00	173,640.30	(174,687.70)	
ENCUMBERED: PREVIOUS PERIOD			174,687.80	
POMPEY AUTOMOTIVE			24,121.00	
				149,519.20
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,500.00	3,526.58	288.85	
INDUSTRIAL ELECTRONICS, INC.				3,237.73
0101100071 6003 SPCA - ANIMAL CONTROL	86,976.00	25,210.19	130.45	
VETERINARY REFERRAL & EMERGENCY CENTER				25,079.74
<b>FIRE BUREAU:</b>				
0101100078 4201 PROFESSIONAL SERVICES	30,000.00	(0.00)	(240.00)	
BUDGET TRANSFER FROM: 010110078 4210			240.00	
877 DESIGN				(0.00)
0101100078 4210 SERVICE & MAINTENANCE FEE	15,000.00	10,733.71	240.00	
BUDGET TRANSFER TO: 010110078 4201			286.67	
CINTAS FAS LOCKBOX 636525			1,346.00	
JALVO, INC.			906.14	
MID-ATLANTIC FIRE AND AIR			190.00	
SHAUN FLYNN			549.00	
WITMER ASSOCIATES, INC.				7,213.90
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	146.44		
				146.44
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	15,000.00	8,091.99	542.00	
DUNMORE APPLIANCE, INC				7,549.99
0101100078 4390 MATERIALS / SUPPLIES (MISC)	7,250.00	3,818.55	23.15	
GLEN SUMMIT SPRINGS WATER				3,795.40
0101100078 4420 TRAVEL & LODGING	3,000.00	2,591.42		
				2,591.42

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL.	AUGUST, 2019	
			ACTIVITY	ENDING BAL.
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	5,505.43		<u>5,505.43</u>
0101100078 4470 TRAINING & CERTIFICATION	95,000.00	40,057.12	4,030.00	
CENTRAL PENNSYLVANIA COLLEGE			727.03	
HALLOWICH, DAN			850.00	
HARRISBURG AREA COMMUNITY COLLEGE			125.00	
KOBIERECKI, DAVID			125.00	
WILLIAMS, JOSEPH				<u>34,200.09</u>
0101100078 4550 CAPITAL EXPENDITURES	853,000.00	85,534.45	(272,687.40)	
ENCUMBERED: PREVIOUS PERIOD			272,687.40	
ENCUMBERED: CURRENT PERIOD			8,563.80	
SEAN BYRNE CONSTRUCTION				<u>76,970.65</u>
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	4,250.00	623.50		<u>623.50</u>
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00		<u>1,000.00</u>
0101100078 4580 GENERAL EQUIPMENT	65,000.00	19,818.26	318.00	
ALLIED 100 LLC			58.71	
FRIEDMAN ELECTRIC SUPPLY			20.40	
JUDGE LUMBER COMPANY			370.60	
LOWE'S			2,200.00	
NAT ALEXANDER CO.			189.00	
REEVE'S RENT-A-JOHN, INC.				<u>16,661.55</u>
<b>OFFICE OF THE CITY CLERK / CITY COUNCIL</b>				
0102000000 4201 PROFESSIONAL SERVICES	59,000.00	55,176.02	190.39	
EDM AMERICAS INC.			5,000.00	
KOHANSKI & CO PC			336.00	
MCCOOL, MARIA				<u>49,649.63</u>
0102000000 4210 SERVICES & MAINTENANCE FEE	15,000.00	4,795.03	1,195.00	
GENERAL CODE PUBLISHERS				<u>3,600.03</u>
0102000000 4230 PRINTING & BINDING	6,250.00	2,422.67		<u>2,422.67</u>
0102000000 4250 ADVERTISING	31,500.00	20,277.80	1,616.10	
SCRANTON TIMES				<u>18,661.70</u>

DEPARTMENT / ACCOUNT	2019 BUDGET	AUGUST, 2019		ENDING BAL.
		BEGINNING BAL	ACTIVITY	
0102000000 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: CURRENT PERIOD GLEN SUMMIT SPRINGS WATER	500.00	406.00	136.17 16.50	253.33
<b>CITY CONTROLLER</b>				
0103000000 4201 PROFESSIONAL SERVICES	40,000.00	40,000.00		40,000.00
0103000000 4230 PRINTING AND BINDING	1,000.00	200.00		200.00
0103000000 4240 POSTAGE & FREIGHT	100.00	8.00		8.00
0103000000 4270 DUES & SUBSCRIPTIONS	700.00	481.60		481.60
0103000000 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER SHRED-IT	500.00	748.95	32.35 73.40	643.20
0103000000 4420 TRAVEL AND LODGING	500.00	500.00		500.00
<b>BUSINESS ADMINISTRATION DEPARTMENT</b>				
0104000000 4201 PROFESSIONAL SERVICES COMMUNITY FIRST NATIONAL BANK FUTURE PLAN BY ASCENSUS JOYCE HATALA ASSOCIATES TURNKEY TAXES	500,000.00	327,941.04	2,000.00 990.00 550.00 1,596.64	322,804.40
0104000000 4210 SERVICES & MAINTENANCE FEE	1,750.00	1,725.00		1,725.00
0104000000 4230 PRINTING & BINDING	1,500.00	1,500.00		1,500.00
0104000000 4240 POSTAGE & FREIGHT POSTAGE REFILLS SCRANTON TIMES	34,000.00	10,839.75	6,500.00 656.10	3,683.65
0104000000 4250 ADVERTISING SCRANTON TIMES	22,500.00	11,354.50	3,154.00	8,200.50
0104000000 4270 DUES & SUBSCRIPTIONS	1,000.00	40.00		40.00

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	AUGUST, 2019		ENDING BAL.
			ACTIVITY		
0104000040 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD OFFICE DEPOT PHILLIPS SUPPLY CO. STAPLES BUSINESS ADVANTAGE TIERNEY'S OFFICE PRODUCTS	12,750.00	3,965.51	(400.77) 458.55 49.55 709.00 144.90 60.00		2,944.28
0104000040 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	600.00	349.97	18.75		333.22
0104000040 4420 TRAVEL & LODGING	2,500.00	409.35			409.35
0104000040 4470 TRAINING & CERTIFICATION	2,000.00	1,607.65			1,607.65
0104000040 4480 SELF INSURANCE COMMONWEALTH OF PENNSYLVANIA	110,000.00	110,000.00	5,391.00		104,609.00
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP	3,300,718.00	1,499,218.00			1,499,218.00
0104000040 6024 BANK FEES AND CHARGES CHECK PRINTING FEE	11,000.00	10,947.10	36.90		10,910.20
<b>HUMAN RESOURCES:</b>					
0104000041 4201 PROFESSIONAL SERVICES CONCORDE, INC. MILLENNIUM ADMINISTRATORS NORTHEASTERN REHABILITATION ASSOCIATES P & A GROUP ADMIN SERVICE WE PAY PAYROLL PROCESSING	170,000.00	85,387.16	854.80 3,605.26 729.00 386.14 4,900.00		74,911.96
0104000041 4290 STATIONERY / OFFICE SUPPLIES	1,000.00	1,000.00			1,000.00
0104000041 4390 MATERIALS / SUPPLIES (MISC) BUDGET TRANSFER FROM: 0104000041 4420 GLEN SUMMIT SPRINGS WATER	500.00	0.00	(150.00) 16.75		133.25
0104000041 4420 TRAVEL & LODGING BUDGET TRANSFER TO: 0104000041 4390	2,000.00	1,979.80	150.00		1,829.80
0104000041 4470 TRAINING & CERTIFICATION	5,000.00	4,624.80			4,624.80

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	AUGUST, 2019		ENDING BAL..
			ACTIVITY	ACTIVITY	
0104000041 4630 LIABILITY / CASUALTY INSURANCE ABRAHAMSEN CONABOY & ABRAHAMSEN, PC BRIT GLOBAL SPECIALTY USA GALLAGHER BASSETT SERVICE KNOWLES ASSOCIATES L.L.C. MICHAEL A. GENELL, ESQ. OLIVER, PRICE & RHODES	1,175,000.00	208,552.24	940.50 2,000.00 1,438.83 74,661.00 787.50 342.00		128,392.41
0104000041 6006 PERSONNEL COST ADJUSTMENT	7,500.00	3,769.93			3,769.93
<b>INFORMATION TECHNOLOGY:</b>					
0104000042 4201 PROFESSIONAL SERVICES DAVE'S AUTO IGNITION MACKAR, RICHARD P.	150,000.00	69,896.96	1,028.00 150.00		68,718.96
0104000042 4210 SERVICES & MAINTENANCE FEE	100,000.00	75,467.00			75,467.00
0104000042 4270 DUES AND SUBSCRIPTIONS	500.00	500.00			500.00
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	895.75			895.75
0104000042 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD SWIETNICKI, FRANK	75,000.00	17,676.14	(4,326.78) 4,326.78 71.91		17,604.23
0104000042 4420 TRAVEL AND LODGING	1,000.00	1,000.00			1,000.00
0104000042 4440 TELEPHONE COMCAST FRONTIER COMMUNICATIONS VERIZON	200,000.00	68,384.63	6,543.21 7,424.70 292.51		54,124.21
0104000042 4470 TRAINING & CERTIFICATION	35,000.00	35,000.00			35,000.00
0104000042 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	455,000.00	57,573.92	(173,506.05) 173,506.05		57,573.92
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	94,000.00	94,000.00			94,000.00

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL.	AUGUST, 2019 ACTIVITY	ENDING BAL.
<b>TREASURY:</b>				
0104000043 4201 PROFESSIONAL SERVICES	13,000.00	13,000.00		13,000.00
0104000043 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER STR BUSINESS SOLUTIONS	15,000.00	8,787.96	11.55 232.14	8,544.27
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	5,000.00	5,000.00		5,000.00
0104000043 6001 TAX COLLECTION COMMITTEE EXPENSE	500.00	500.00		500.00
<b>BUREAU OF LICENSES, INSPECTIONS &amp; PERMITS</b>				
<b>LICENSE, INSPECTIONS &amp; PERMITS:</b>				
0105100051 4201 PROFESSIONAL SERVICES SCRANTON NEIGHBORHOOD HOUSING	50,000.00	44,200.00	11,700.00	32,500.00
0105100051 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		500.00
0105100051 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		500.00
0105100051 4420 TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
0105100051 4550 CAPITAL EXPENDITURES	20,000.00	14,274.09		14,274.09
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00		500.00
0105100051 4590 BUILDING DEMOLITION	150,000.00	129,225.00		129,225.00
<b>BUREAU OF BUILDINGS:</b>				
0105100082 4201 PROFESSIONAL SERVICES	5,000.00	3,700.00		3,700.00

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	AUGUST, 2019	
			ACTIVITY	ENDING BAL.
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	150,000.00	77,600.26		
AMERICAN JANITOR			1,656.35	
ATIS ELEVATOR INSPECTIONS LLC			130.00	
C & C CLEANING SERVICES			2,795.00	
HARRING, ROBERT P			670.00	
JOHNSON CONTROLS			10,786.00	
LEE ELECTRIC SUPPLY CO., INC.			128.25	
LOWE'S			5.57	
NORTHEAST ELEVATOR, LLC			200.00	
OTIS ELEVATOR CO.			14,491.43	
PICA'S GARAGE DOOR SALES & SERVICE			205.00	
THE H F WOLFE CO.			54.60	
URBAN ELECTRICAL CONTRACTORS, INC.			5,633.80	40,844.26
0105100082 4447 UGI - GAS	135,000.00	63,608.29	490.56	
DIRECT ENERGY BUSINESS			982.02	62,135.71
UGI NORTH				
0105100082 4448 PAWC - WATER	475,000.00	284,310.71	57,103.43	227,207.28
PENNSYLVANIA AMERICAN WATER CO.				
0105100082 4450 ELECTRICAL	135,000.00	48,105.54	19,209.17	28,896.37
PPL ELECTRIC UTILITIES				
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00		1,000.00
<b>LAW DEPARTMENT:</b>				
0106000000 4201 PROFESSIONAL SERVICES	255,000.00	182,894.98	4,498.25	
ABRAHAMSEN CONABOY & ABRAHAMSEN, PC			28.50	
CIPRIANI & WERNER, P.C.			3,364.90	
MICHAEL A. GENELL, ESQ.			2,032.50	
OLIVER, PRICE & RHODES				172,969.83
0106000000 4210 SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		2,000.00
0106000000 4270 DJES & SUBSCRIPTIONS	3,000.00	2,569.00		2,569.00
0106000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	308.82	36.45	272.37
GLEN SUMMIT SPRINGS WATER				
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	331.02		331.02

DEPARTMENT / ACCOUNT	2019 BUDGET	AUGUST, 2019		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0106000000 4420 TRAVEL & LODGING	3,500.00	3,500.00		3,500.00
0106000000 4470 TRAINING & CERTIFICATION	3,500.00	3,201.00		3,201.00
<b>DEPARTMENT OF PUBLIC WORKS</b>				
<b>ADMINISTRATION BUREAU:</b>				
0108000080 4201 PROFESSIONAL SERVICES	10,000.00	9,813.40		9,813.40
0108000080 4210 SERVICES & MAINTENANCE FEE LYNADY, MICHAEL PA ONE CALL SYSTEM, INC.	2,040.00	1,234.72	132.50 71.94	1,030.28
0108000080 4420 TRAVEL AND LODGING	500.00	500.00		500.00
0108000080 4550 CAPITAL EXPENDITURES	10,000.00	10,000.00		10,000.00
0108000080 4570 MAINTENANCE COMMUNICATION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.	16,500.00	7,035.00	1,575.00	5,460.00
0108000080 4576 MAINTENANCE SUPER FUND SIGHT DEANGELO LANDSCAPING, LLC.	13,000.00	11,200.00	900.00	10,300.00
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD JUDGE LUMBER COMPANY	1,973,900.00	1,529,543.85	(70,879.71) 70,705.43 174.28	1,529,543.85
<b>ENGINEERING BUREAU:</b>				
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES	69,500.00	31,700.00	6,300.00	25,400.00
0108000081 4210 SERVICES & MAINTENANCE FEE	500.00	500.00		500.00
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00		100.00
0108000081 4390 MATERIALS / SUPPLIES (MISC)	250.00	202.50		202.50
0108000081 4470 TRAINING & CERTIFICATION	1,000.00	910.00		910.00

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	AUGUST, 2019		ENDING BAL.
			ACTIVITY		
<b>HIGHWAYS BUREAU:</b>					
0108000083 4260 RENTAL VEHICLES & EQUIPMENT ENCUMBERED: PREVIOUS PERIOD SUNBELT RENTALS	300,000.00	279,529.82	(1,574.80) 3,149.60		277,955.02
0108000083 4340 CONSTRUCTION - PAVING MATERIAL DPW PAVING MATERIAL OECD PAVING ACCOUNT	150,000.00	34,374.54	(16,497.26) (14,699.13)		65,570.93
0108000083 4350 PAINT / SIGN MATERIAL ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD BRADCO SUPPLY CO. REED, GENE S & S TOOLS & SUPPLIES	25,000.00	15,651.14	(315.52) 820.30 315.52 450.00 31.91		14,348.93
0108000083 4357 PARKS AND RECREATION SUPPLIES	37,600.00	37,600.00			37,600.00
0108000083 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD JUDGE LUMBER COMPANY MCMULLEN, PATRICK S & S TOOLS & SUPPLIES	37,500.00	10,948.39	(219.20) 1,163.95 38.50 98.50 154.25		9,712.39
0108000083 4410 SALT ENCUMBERED: PREVIOUS PERIOD AMERICAN ROCK SALT CO. LLC	425,000.00	92,083.05	(24,093.00) 23,750.87		92,425.18
0108000083 4460 STREET LIGHTING PPL ELECTRIC UTILITIES	200,000.00	89,500.89	15,976.37		73,524.52
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE A & M ELECTRICAL CONSTRUCTION, INC. ALLSTATE INSURANCE LIGHT POLE LIGHT POLE DAMAGE REIMBURSEMENT URBAN ELECTRICAL CONTRACTORS, INC.	60,000.00	19,716.41	14,213.30 (3,452.00) (7,640.00) 10,930.28		5,664.83
0108000083 4467 TRAFFIC SIGNAL ELECTRICITY PPL ELECTRIC UTILITIES	90,000.00	49,804.91	7,137.69		42,667.22

DEPARTMENT / ACCOUNT	2019 BUDGET	AUGUST, 2019		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000083 4550 CAPITAL EXPENDITURES ENCUMBERED: CURRENT PERIOD	450,000.00	242,781.40	1,350.00	241,431.40
0108000083 4551 ROADWAY RESURFACING PROGRAM	875,000.00	875,000.00		875,000.00
<b>REFUSE BUREAU:</b>				
0108000084 4390 MATERIALS / SUPPLIES (MISC)	1,000.00	340.15		340.15
0108000084 4420 TRAVEL AND LODGING	1,000.00	948.80		948.80
0108000084 4490 LANDFILL KEYSTONE SANITARY LANDFILL	1,300,000.00	494,509.92	121,865.18	372,644.74
0108000084 4550 CAPITAL EXPENDITURES	225,000.00	229,240.00		229,240.00
0108000084 4555 RECYCLING	175,000.00	175,000.00		175,000.00
<b>GARAGES BUREAU:</b>				
0108000085 4220 CONTRACTED SERVICES CINTAS CORPORATION	2,500.00	1,583.57	418.57	1,165.00
0108000085 4301 GAS, OIL, LUBRICANTS ENCUMBERED: CURRENT PERIOD D. G. NICHOLAS CO. DENAPLES AUTO PARTS LANS EXPRESS NORTH, LLC. PAPCO WEX BANK	340,000.00	84,430.86	199.95 399.90 26.00 2,091.64 14,899.68 17,562.54	49,251.15

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	AUGUST, 2019 ACTIVITY	ENDING BAL.
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE	325,000.00	98,659.45		
ENCUMBERED: PREVIOUS PERIOD			(17,593.61)	
ENCUMBERED: CURRENT PERIOD			15,002.64	
A.I.T. AUTOMOTIVE			1,827.92	
AIR BRAKE & EQUIPMENT CO., INC.			309.42	
AMERICAN FIRE SERVICES			579.91	
BRADCO SUPPLY CO.			1,400.00	
C. G. CUSTOM TRUCKS			285.11	
D. G. NICHOLAS CO.			652.37	
DAVE'S AUTO IGNITION			220.00	
DENAPLES AUTO PARTS			9,443.00	
DENAPLES TOWING, INC.			480.75	
EAGLE TRUCK EQUIPMENT, INC.			11,757.56	
ELECTRO BATTERY			510.00	
F & S SUPPLY COMPANY, INC.			988.69	
FASTENAL COMPANY			544.62	
FIRE LINE EQUIPMENT			1,642.10	
FIVE STAR EQUIPMENT CO., INC.			229.60	
FRP FIRE & RESCUE PRODUCTS			94.57	
GIBBONS FORD			5,314.99	
INDUSTRIAL ELECTRONICS, INC.			1,164.79	
JACK'S CYCLE & SERVICE			323.67	
JAY'S AUTOMOTIVE			99.00	
JOHN SIGNS			600.00	
JORDAN'S TOWING			200.00	
KME FIRE APPARATUS			4,607.37	
LEROY'S AUTO REPAIRS			80.00	
MANCI'S COLLISION REPAIR			4,584.62	
MEDICO INDUSTRIES			686.51	
MESKO GLASS & MIRROR			145.00	
N & L TRANSPORTATION, INC.			375.00	
NIVERT METAL SUPPLY, INC.			31.96	
PENN DETROIT DIESEL			1,559.58	
POWELL'S SALES & SERVICE			55.55	
TELMA RETARDER, INC.			5,419.11	
THC ENTERPRISES			251.86	
TRIPLE CITIES ACQUISITIONS, LLC			102.04	
WAYNE COUNTY FORD			1,321.98	
			<u>43,361.77</u>	
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	6,500.00	6,806.88		
ENCUMBERED: PREVIOUS PERIOD			(110.40)	
ENCUMBERED: CURRENT PERIOD			289.40	
A.I.T. AUTOMOTIVE			31.85	
BIRTEL, DAVID			200.00	
D. G. NICHOLAS CO.			147.38	
S & S TOOLS & SUPPLIES			141.75	
			<u>6,106.90</u>	

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	AUGUST, 2019 ACTIVITY	ENDING BAL.
0108000085 4390 MATERIALS / SUPPLIES (MISC)	49,500.00	18,573.30	(1,154.77)	
ENCUMBERED: PREVIOUS PERIOD			4,548.89	
ENCUMBERED: CURRENT PERIOD			782.16	
A.I.T. AUTOMOTIVE			379.12	
AIR BRAKE & EQUIPMENT CO., INC.			865.33	
C. G. CUSTOM TRUCKS			1,159.52	
D. G. NICHOLAS CO.			370.00	
DENAPLES AUTO PARTS			767.47	
FASTENAL COMPANY			218.32	
POWELL'S RENTAL			7.00	
STEVE SHANNON TIRE CO., INC.			635.99	
TRIPLE CITIES ACQUISITIONS, LLC			1,100.52	
WAYNE COUNTY FORD				<u>8,893.75</u>
0108000085 4401 TIRES	109,500.00	64,382.21	(575.34)	
ENCUMBERED: PREVIOUS PERIOD			2,259.35	
ENCUMBERED: CURRENT PERIOD			251.99	
JACKS CYCLE & SERVICE			4,000.24	
KOST TIRE & AUTO SERVICE				<u>58,445.97</u>
0108000085 4420 TRAVEL AND LODGING	500.00	500.00		<u>500.00</u>
0108000085 4550 CAPITAL EXPENDITURES	70,000.00	16,021.80		<u>16,021.80</u>
0108000085 4901 MAINTENANCE (PREVENTATIVE)	7,500.00	7,070.91		<u>7,070.91</u>
<b>PARKS &amp; RECREATION DEPARTMENT</b>				
0110000000 4280 MISC SERVICES - NON CLASSIFIED	5,000.00	305.78	61.80	
ALBRECHT, KARLENE			61.80	
DIBILEO, ROBERT			58.85	
KOLOGE, ERIN			58.85	
KOPA, ERIC			58.85	
WHARTON, JOHN			58.85	
				<u>5.63</u>
0110000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		<u>500.00</u>
0110000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	15,000.00	0.00		<u>0.00</u>
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	20,000.00	17,216.94	67.14	
MICROBAC LABORATORIES				<u>17,149.80</u>

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL.	AUGUST, 2019	
			ACTIVITY	ENDING BAL.
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	500.00	500.00		500.00
0110000000 4370 PARKS & RECREATION SUPPLIES	11,000.00	10,203.44	58.85	
KAWASH, KRISTY			58.85	
LAZDOWSKI, CONSUELO			58.85	
MARICHAK, ALEXIS			299.22	
REEVE'S RENT-A-JOHN, INC.			2,814.80	
URBAN ELECTRICAL CONTRACTORS, INC.				6,912.87
0110000000 4420 TRAVEL AND LODGING	750.00	329.79	58.85	270.94
NORTON, TONYA				
0110000000 4530 PERFORMING ARTS	20,000.00	4,625.00		4,625.00
0110000000 4540 SPRING / SUMMER PROGRAMS	3,000.00	1,306.00		1,306.00
0110000000 4550 CAPITAL EXPENDITURES	875,000.00	506,966.90	103,960.80	
CHILEWSKI ENTERPRISES			135.00	
KEYSTONE CONTAINER SERVICE INC.				402,871.10
<b>NON-DEPARTMENTAL EXPENDITURES</b>				
0140110030 4299 ZONING BOARD	25,000.00	12,197.55	1,660.00	
PENETAR, DANIEL			447.00	
PLEVYAK, MARY M.			400.00	
SCRANTON TIMES			929.10	
STRENKOSKI, MICHAEL				8,761.45
0140110060 4299 EVERHART MUSEUM	29,000.00	0.02		0.02
0140110075 4299 SCRANTON PLAN	150,000.00	0.00		0.00
0140110080 4299 SCRANTON TOMORROW	225,000.00	0.00		0.00
0140110110 4299 SHADE TREE COMMISSION	200,000.00	26,558.02	1,200.00	
CORKY'S GARDEN CENTER LLC			5,600.00	
TITAN TREE SERVICE				19,758.02

DEPARTMENT / ACCOUNT	2019 BUDGET	AUGUST, 2019		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0140110120 4299 ST. CATS AND DOGS	10,000.00	2,020.00		<u>2,020.00</u>
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00		<u>1,000.00</u>
0140110140 4299 CIVIL SERVICE COMMISSION	25,000.00	1,735.50		<u>1,735.50</u>
0140110150 4299 HUMAN RELATIONS COMMISSION	1,000.00	1,000.00		<u>1,000.00</u>
0140110155 4299 LHVA TRAIL MAINTENANCE	24,000.00	13,500.00		<u>13,500.00</u>
0140115230 4299 TAN SERIES TAN PRINCIPAL PAYMENT (7/5/19)	12,750,000.00	4,553,146.80	379,071.90	<u>4,174,074.90</u>
0140115240 4299 TAN SERIES INTEREST	465,375.00	465,375.00		<u>465,375.00</u>
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING PLGIT TSF EMMAUS (7/1/19)	525,000.00	525,000.00	425,000.00	<u>100,000.00</u>
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS BANK OF AMERICA	144,997.96	72,498.98	36,249.49	<u>36,249.49</u>
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	0.00		<u>0.00</u>
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	883,725.00	734,362.50		<u>734,362.50</u>
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	218,147.96	0.00		<u>0.00</u>
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00		<u>0.00</u>
0140115331 4299 OPER TSF TO DBT SVC - 2019 GO BONDS BLDG	1,000.00	1,000.00		<u>1,000.00</u>

DEPARTMENT / ACCOUNT	2019 BUDGET	AUGUST, 2019		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	3,231,000.00	2,665,500.00		<u>2,665,500.00</u>
0140115333 4299 OPER TSF TO DBT SVC - 2018 TAXABLE SERIES	1,208,252.22	695,664.43		<u>695,664.43</u>
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,851.02	25,851.02		<u>25,851.02</u>
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	219,557.60	219,557.60		<u>219,557.60</u>
0140115337 4299 OPER TSF TO DBT SVC - ESCO LEASE BUILDING	100,000.00	100,000.00		<u>100,000.00</u>
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	3,614,000.00	2,892,000.00		<u>2,892,000.00</u>
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,875,250.00	1,060,125.00		<u>1,060,125.00</u>
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00		<u>0.00</u>
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,811.66	244,811.66		<u>244,811.66</u>
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	421,476.00	0.00		<u>0.00</u>
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	0.00		<u>0.00</u>
0140113090 4299 CONTINGENCY	596,904.82	596,904.82		<u>596,904.82</u>
0140113100 4299 OECD CONTINGENCY	150,000.00	(0.00)		<u>(0.00)</u>

DEPARTMENT / ACCOUNT	2019 BUDGET	AUGUST, 2019		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG.	375,000.00	128,250.08		<u>128,250.08</u>
0140116270 4299 COURT AWARDS	725,000.00	477,592.00	5,194.64	
EPA-HAZARDOUS SUBSTANCE SUPERFUND			105,236.61	
NORFOLK SOUTHERN				<u>367,160.75</u>
0140117020 4299 VETERAN'S ORGANIZATION	50,000.00	0.00		<u>0.00</u>
0140117040 4299 OPEB TRUST FUND	100,000.00	100,000.00		<u>100,000.00</u>
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	1,000.00		<u>1,000.00</u>
0140117080 4299 TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT	275,000.00	275,000.00		<u>275,000.00</u>
0140117100 4299 GRANT MATCH	850,499.00	36,404.54		
COMMONWEALTH GRANT MATCH			(250,000.00)	<u>286,404.54</u>

**TAX ASSESSOR'S REPORT**

Hearing Date: 09/11/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assesed Value
	PENNSYLVANIA CONF ASSOC OF 7	SCRANTON	15620020043		50000
10:00 AM	ROBERTS PHYLLIS L	CARBONDALE CITY	04412020038		14000
10:10 AM	MORAN KENNETH	CARBONDALE CITY	05412040014		3900
10:20 AM	RACE ERIC J	CARBONDALE CITY	05509040019		10000
10:30 AM	BELCASTRO WILLIAM M	CARBONDALE CITY	05521010004		7500
10:40 AM	VACENDAK THERESA	DICKSON CITY	11320050013		8000
10:50 AM	DEGRAZIA CHRISTINE A	MAYFIELD	07406040024		15000
11:00 AM	DONNINI JOHN & THERESA A	MOOSIC	1850102001031		32000
11:10 AM	STONE BRADLEY R & DESIREE J	GLENBURN	07902010005	MARK TUNIS	31500
11:20 AM	RUGER TERRY G JR & BEDNAR LEA	CLARKS SUMMIT	1000801002600		21885
11:30 AM	WILLIAMS ERIC	CLARKS SUMMIT	1000801002700		14000
11:40 AM	ALAIMO WILLIAM & LORRAINE	WAVERLY	08002010020		55400
12:00 PM	BOGDANOV ALEKSANDER & ELENA	CLIFTON	23303060012		22500
12:10 PM	ZICCHINELLI CARLO P & CLAIRE A	COVINGTON	22801070073		3650
12:20 PM	RODRIGUEZ KENNETH & CRUZ DERI	COVINGTON	22801020038		7250
12:30 PM	BUCK SIERRA	DALTON	0680403000106		18000
12:40 PM	PARIS REV L TRUST C/O FRANCIS	SCOTT TWP	06215040027		6000
12:50 PM	PIZZUTTI ANGELO & CATHERINE	SPRINGBROOK TWP	2110101000501		18500
1:00 PM	AMICO PHILIP J JR & MARY	THROOP	1250302000135		40000
1:10 PM	OHOTNICKY FRANK J	SCRANTON	13419040035		11000
1:20 PM	WALSH DONALD J JR & REBECCA	SCRANTON	1680501002801		8260
1:30 PM	ROMANECs ROBERT M & CATHERIN	SCRANTON	13510060032		9000
1:40 PM	HUGHES CAROL M	SCRANTON	1341504000196		22500
1:50 PM	VAZQUEZ MICHAEL J & MARGARET A	SCRANTON	14518070003	THOMAS MACNEELY	19451
2:05 PM	COOMBE SCOTT & CYNTHIA	THORNHURST TWP	2500103000803		41280
2:10 PM	RUGGIERO DOMENICO	SCOTT	0710202000105		23000
<b>TOTAL RECORDS</b>					<b>26</b>

**RECEIVED**

SEP 17 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Monday, September 16, 2019

# CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

Minutes

RECEIVED  
SEP 18 2019

August 21, 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

The Scranton Firefighters Pension Commission was called to order at 08:35 hrs. The following members were in attendance:

Chairman Gary DeStefano (Absent)  
Secretary Brian Scott  
Active Rep. Jim Sable  
Retired Rep. Bernard Garvey (Absent)  
Retired Rep. Terry Osborne (Absent)  
Attorney Larry Durkin  
Controller Rosanne Novembrino (Liz Callela by proxy)

Motion to accept July 2019 minutes by Sable, second by Callela. Motion carried.

Correspondence:  
None

Bills:  
Motion to pay bill for Durkin and MacDonald LCC \$797.50 by Sable, second by Scott.  
Motion carried.

Old Business:

Board needs a letter from James Walsh requesting to make his pension contributions while on workers compensation. Durkin stated he spoke to city to get amount of contributions he has not paid. Durkin stated workers compensation is entitled to a pension offset if James Walsh retires. Durkin stated that there is an ordinance from the 1980's on retirement and workers compensation that states the pension is entitled to an offset.

Durkin stated that Jay Rakes child support withholding has been discontinued.

New Business: None

Application for Membership: None

Application for Pension: None

Audience: None

Motion to Adjourn:

Motion to adjourn by Sable, second by Scott. Motion Carried

*City of Scranton*  
*Pennsylvania*



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OFFICE OF CITY  
COUNCIL/CITY CLERK

*Municipal Pension Fund*

MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

August 21, 2019

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, August 21, 2019 at 9:30 A.M. in City Council Chambers.

In attendance were:

- John Hazzouri**, President
- Liz Calella** , Proxy for City Controller
- Lori Reed**, Proxy for City Council President
- Larry Durkin**, Esquire, Attorney for Board

Absent:

- Maggie Perry**, Vice-President

**President Hazzouri** asked for a motion to accept the minutes of last month's meeting held on Wednesday, July 17, 2019.

**Mrs. Reed** made a motion to accept the minutes from the July 17th meeting.

**Mrs. Calella** seconded the motion.

**President Hazzouri:** All in favor? (All were in favor) The ayes have it.

**President Hazzouri** read the following agenda item:

1. An invoice from Durkin MacDonald, LLC in the amount of \$ 1,058.50 for services rendered from July 16, 2019 through August 19, 2019 was presented for payment. Mrs. Reed made the motion to pay and Mrs. Calella seconded the motion. All were in favor.
2. A request for a refund of pension contributions in the amount of \$2,497.00 was approved for former Mayor William L. Courtright. Mr. Courtright contributed 113.5 months at \$22.00 per month. Mrs. Reed made the motion to refund the contribution and Mrs. Calella seconded the motion. All were in favor.
3. A check payable to Mellon Bank in the amount of \$264.00 from Brian McAndrew was received for payment of his pension contributions for all of 2019. Mrs. Reed made the motion to accept the check and Mrs. Calella seconded the motion. All were in favor.
4. A request for a refund of pension contributions in the amount of \$671.00 was approved for former Human Resources Director Danielle Kennedy. Mrs. Kennedy contributed 30.5 months at \$22.00 per month. Mrs. Reed made the motion to refund the contribution and Mrs. Calella seconded the motion. All were in favor.

**President Hazzouri** opened the meeting to the Board.

**Attorney Durkin** stated that he had spoken with Dominick Mastri's office between the last Board meeting and today. He is the attorney for Michele Phillips. Attorney Durkin thought that they would be at today's meeting but they are not. Attorney Durkin left a message for him yesterday to confirm today's meeting but did not get a chance to actually speak with him. The application was originally submitted in January. We had the IME done in March and now we are going in to the September meeting. The Board has spent the money on this application, she made the request. Attorney Durkin recommended that the Board send Attorney Mastri a letter telling him that we plan on voting on the application at the September meeting because it's been hanging out here for a while.

**Mrs. Reed** asked if it was her attorney who requested a delay.

**Attorney Durkin** stated yes, it was. The attorney got involved shortly after we received the IME. He asked for a delay, which was fine, and Attorney Durkin told him that we would coordinate a date with them but now we are three or four months into it. Attorney Durkin stated that our obligation is that we have to give her notice that we will be considering her application and the opportunity to be heard. Effectively, what the Board is doing is holding a hearing on her application; it's an abbreviated hearing. Whatever she wants to bring in, she should bring in but Attorney Durkin thinks it is time to finish it.

**Mrs. Reed** asked if we needed a motion to that effect.

**Attorney Durkin** said yes, we could, authorizing him to send the letter to let them know that we are going to consider it for next month's meeting (in September).

**President Hazzouri** asked for a motion to be made.

**Mrs. Reed** made the motion to have Attorney Durkin contact the applicant and/or her attorney.

**Mrs. Calella** seconded the motion.

All were in favor.

**Attorney Durkin** stated that he sent the Board the opinion from the Commonwealth Court on the Shimus matter where they found in our favor, which is where he predicted it would be. Since then, Mr. Shimus filed an application for re-argument, which Attorney Durkin received earlier this week. We filed a response. They are not going to reconsider it. It's done. It's not going anywhere else. Once the Commonwealth Court denies this application for re-argument, Mr. Shimus, in theory, can file a petition with the Pennsylvania Supreme Court. It is effectively done. That is the last chapter in the double pension process.

President Hazzouri thanked Attorney Durkin for doing a great job on it. He then asked for a motion to adjourn the meeting.

Mrs. Reed made a motion to adjourn the meeting.

Mrs. Calella seconded the motion. All were in favor.

Meeting adjourned at 9:38 a.m.

Minutes approved by:  Date: 9-18-19  
John Hazzouri, President

Respectfully submitted:  Date: 9-18-19  
Kathy Carrera, Recording Secretary

**SCRANTON POLICE PENSION  
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS  
JULY 17, 2019

**BOARD MEMBERS**

1. THOMAS TOLAN- PRESENT
2. JUSTIN BUTLER- ABSENT
3. NANCY KRAKE- PRESENT
4. MARY LYNN CAREY-PRESENT- PROXY
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- ABSENT

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ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

MINUTES FROM WEDNESDAY JUNE 19, 2019 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE KRAKE TO ACCEPT THE MINUTES AND SECONDED BY TOLAN. THE MOTION PASSED.

**BILLS:**

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. JUNE 15, 2019 THRU JULY 15, 2019 TO THE AMOUNT OF \$217.50

A MOTION MADE BY HELRING TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 217.50 FROM JUNE 15, 2019 THRU JULY 15, 2019. SECONDED BY KRAKE, ALL IN FAVOR MOTION PASSED.

**COMMUNICATION:**

NONE

A MOTION TO ADJOURN WAS MADE BY KRAKE AND SECONDED BY TOLAN.  
MEETING ADJOURNED AT 1005HRS.

**SCRANTON POLICE PENSION  
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS  
AUGUST 21, 2019

**BOARD MEMBERS**

1. THOMAS TOLAN- PRESENT
2. JUSTIN BUTLER- ABSENT
3. NANCY KRAKE- PRESENT
4. LIZ CALLELA-PRESENT- PROXY
5. DAVE MITCHELL- PRESENT-PROXY
6. MICHAEL CAMMEROTA- ABSENT

ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

**RECEIVED**

SEP 18 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

**BILLS:**

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. JULY 16, 2019 THRU AUGUST 19, 2019 TO THE AMOUNT OF \$478.50

A MOTION MADE BY KRAKE TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 478.50 FROM JULY 16, 2019 THRU AUGUST 19, 2019. SECONDED BY MITCHELL, ALL IN FAVOR MOTION PASSED.

**COMMUNICATION:**

NONE

A MOTION TO ADJOURN WAS MADE BY KRAKE AND SECONDED BY MITCHELL. MEETING ADJOURNED AT 1004HRS.

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SEP 18 2019

**COMPOSITE PENSION BOARD MINUTES**

August 21, 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

The regular meeting of the Composite Pension Board was held on Wednesday, August 21<sup>st</sup> at 11:00AM in City Council Chambers.

The following were in attendance:

**DAVID MITCHEL – Pres - Police Employee Representative**  
**JOHN HAZZOURI – Vice Pres – Municipal Board Representative**  
**ROBERT SENCHAK – Sect. - Fire Employee Representative**  
**GARY DESTEFANO – Fire Board Representative**  
**LORI REED – (Proxy) City Council**  
**LIZ CALLELA – (Proxy) City Controller**  
**LARRY DURKIN – Durkin MacDonald (Legal Counsel)**  
**ALEXANDER GOLDSMITH – PFM Group (Trustee)**  
**JAMES KENNEDY – Thomas Anderson & Assoc. (Administrator)**

**David Mitchell...** Called the meeting to order, he asked for a Motion for the Minutes of the last meeting which was held on July 17, 2019. **Motion made by Lori Reed, seconded by John Hazzouri, all were in favor.**

**Bills:**

The first is in the amount of \$14,018.46 to PFM Asset Management for the period of 6/1 – 6/30/19. **Motion to pay this bill made by John Hazzouri, seconded by Lori Reed, all were in favor.**

The next bill is for \$580.00 for Durkin and MacDonald for legal services from 7/16 – 8/19/19. **Motion to pay made by John Hazzouri, seconded by Lori Reed, all were in favor.**

The next bill is for the amount of \$23,000.01 to go to Beyer-Baber for actuarial consulting services from 1/1/19. **Motion to pay made by John Hazzouri, seconded by Lori Reed, all were in favor.**

The next bill is in the amount of \$9,705.66 for the cycle 7/1/2019 to Mellon Bank. **Motion to pay made by John Hazzouri, seconded by Lori Reed, all were in favor.**

**Correspondence:**

There are two correspondences. One is the report from PFM that will be gone over next and the other is Jim Kennedy sent him a signature card that Dave had to sign to confirm that his and Scott Rhoads signatures were accurate for Mellon Bank, they took care of that prior to the meeting.

**Jim Kennedy...** The only thing he had was that Randee Sekol from Beyer Barber is planning to be here for the September meeting to go over the 20 MMO's and the 1/1/19 Valuations.

None of the Board members had anything to report.

**Larry Durkin...** Nothing to report.

**Alexander Goldsmith...** Distributed reports to the Board and made his presentation. He reviewed the performance of the plan for the month of July year to date 2019. He covered the markets from when we last met to where we are now. It's been a pretty interesting time. Going back to last September it's been a very volatile stock market, the down side to the up side, frankly more to the up side. That period has also been characterized by hyped uncertainty around global markets and the global economy, primarily around global trading. Whether it be the U.S. and China will reach some agreement or do we continue to impose sanctions on each other. He thinks it's only eight weeks away till Brexit. Their new minister has indicated that he thinks it is October 31<sup>st</sup> that they're gone with Europe the U.K.'s prime trade partners. This can throw their economy into disarray.

When you think about the global economy today it's all on the constant movement of goods, raw materials, input into finished goods from one area to another. If that were to dry up that then in turn could dry up the economy of the participants in that, whether you're exporting raw materials, whether you're importing those and translating it into a component, that's kind of why it's a big deal.

If you look at page 1.2 the Market Index Chart, the MTD Column that's for July. July was a continuation of the year. The U.S. markets were up modestly, international did not do as well they were down modestly, fixed income was up, it out-performed treasury bonds. The YTD you can see very strong returns as of July. The U.S. market was up 20.2%, Fixed Income was up 6.3%. This year you have stocks and bonds moving positively together and they're pretty strong

for July. The end of July the Fed was asked to cut rates. They cut rates for the first time in ten years and in early August you get the breakdown once again the U.S. and China negotiations. The president said he was going to put 10% tariffs on in September and then backed away from that two weeks later after the volatility in the stock market.

In August the U.S. market was down -2.8%, International was down -4% and the Bond market was up 2%. So we're seeing divergence between stocks and bonds. Despite all of that the U.S market is still up 17% YTD. International stocks are still up 8% and bonds are up 8.6%, corporate bonds are actually up 12%. Non high yield has actually taken a little of a fall-off in August it correlates with high yield stocks.

We have seen pretty big swings day to day, the down side and the up side. Yesterday was actually a modest day stocks were only down about -.5% or so. The president said this past week saying we're not going into a recession. That is actually the belief of PFM as well getting to the heart of things. We're not expecting a recession in the next 12 months. We still do believe that stocks within the year are higher than when they started. It was a crummy end to last year. But over the next 12 months we still believe the economy will continue to grow. The president is also supporting a payroll tax cut and he is advocating the Federal Reserve to cut the rates by a full 1%. The economy is great. The economy is healthy but in some regards we need to use some pretty drastic measures. That's a little bit on an uncertainty.

Corporate earnings have generally been pretty strong but at the same time you have companies coming out, you had Home Depot come out two days ago and they cut their end of the year forecast. It's still a growth forecast but they cut it from what it was and they're stock actually went higher. At the same time unemployment remains at 3.7%. The GDP continues to grow, growing at 2%, it's not 3% like it was last year. Consumer confidence is 98.4. That might be an indication that the Fed might continue to cut rates or could cut rates one more time. That he thinks could normalize the bond market somewhat. Any significant rate cuts would be drastic measures. Again we'll see where things go. Trade and local growth are the main things to watch.

It looks like the U.S. and China are not going to get together any time soon. Everything they do China sort of backs off. They are playing a little bit of a game. We're playing a bit of a game as well. We'll see if any actions do take effect. The consumer pricing index 1.6% below 2.5% the target.

He reviewed the performance of the plan. It was another good month leading in the right direction. It was \$96,302,740 at the end of the month, .33% investment gain behind the benchmark slightly. The benchmark was .40%. The YTD is very strong return of 11.66% for the plan. It's not an overly aggressive asset allocation but still delivering a nice return. Behind

the benchmark for the last 12 months 4.31 vs. 5.83 but again that's an investment gain not a loss over the last 12 months.

He reviewed the various stocks and funds. Domestic Equity the Vanguard Total Stock that is a big allocation, Jensen Quality Growth Fund lagging it's benchmark very slightly a few basis points. The next two allocations those are i shares, these are small mid cap ETF it continues to the broad stock market YTD particularly small caps. That is 2% of this portfolio small caps but that's something we are going to continue to hold particularly with the trade situation.

Internationally, J.O. Hambro was slightly ahead of its' benchmark. Hartford Schroders was actually delivering with a negative return. Invesco Oppenheimer was behind its' particular benchmark but it's still ahead, slightly ahead of the broad international universe. YTD it was 17.6 relative to the benchmark which was 11. So the active funds international add a value. The plan has a slight overweight to international equity that is due to the markets moving upward throughout the year including international. Then we have fixed income, again slightly overweight to fixed income relative to cash position and then high yield. Vanguard was up .45 the bond market was up .22 the YTD high yield funds were up 11.5% whereas the bond was up 6.35%. In August the high yields take a little bit of a reversal, as the stock market has, high yields are at about 2.5% for this portfolio. That is how the manager's performance looks.

He then reviewed the asset allocation. Your benchmark is 55% stocks 45% bonds. In the past you were more overweight to stocks. Last year, prior years but this year in spring we elected to bring it back to sort of a mutual position looking at all of the uncertainty ahead. Since we did that we are overweight 1% in stocks, about .05% overweight in international, a bit of a trade-off domestic did okay international did not. Fixed income we are underweight to cash -2.5% overweight to fixed income slightly 1.0%. We have 2.5% cash which is plenty to cover your payments. It has been a strong year for the plan.

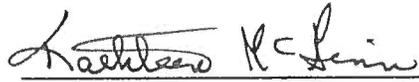
The cash flow started with \$97 million, at the end of July we took out \$1 million to pay benefits, \$322,231 return pretty modest, going down to \$96.3 million in July. YTD however if you look you started with \$92.4 million paid -\$6.7 for benefits and generated a \$10.6 million investment return that makes it \$96.3 million. For July and August the plan is now 0.9% the benchmark is down 0.6% the market has fallen off the past month. The market value of the plan at the end of yesterday was \$94,956,017.00

Dave asked if anyone had anything for the Board at this time... no response. He entertained a Motion to adjourn. **Motion to adjourn made by Gary DeStefano, seconded by John Hazzouri, all were in favor.**

# September 18<sup>th</sup> is our next Meeting

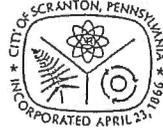
Minutes approved September 18, 2019:

  
\_\_\_\_\_  
David Mitchell  
President

  
\_\_\_\_\_  
Kathleen McGinn  
Recording Secretary

*City of Scranton*

*Pennsylvania*



*Municipal Pension Fund*

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SEP 18 2019

OFFICE OF CITY  
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**NON-UNIFORM MUNICIPAL PENSION**

**AGENDA**

**SEPTEMBER 18, 2019**

1. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 1,106.70 WHICH REPRESENTS SERVICES RENDERED FROM AUGUST 20, 2019 THROUGH SEPTEMBER 16, 2019.
2. RECEIVED A PENSION APPLICATION FROM FORMER SINGLE TAX OFFICE EMPLOYEE CONCETTA KUDRICH. MRS. KUDRICH HAD BEEN EMPLOYED IN THE TAX OFFICE SINCE 1986 HAVING CONTRIBUTED OVER 33 YEARS TO THE PENSION FUND. SHE IS 55 YEARS OF AGE AND RETIRED ON AUGUST 26, 2019. SHE IS ELIGIBLE TO COLLECT A 31-YEAR PENSION AT \$700.00 PER MONTH.
3. RECEIVED A REQUEST FOR A REFUND OF PENSION CONTRIBUTIONS FROM JOHN MONAHAN, HUSBAND OF DECEASED SINGLE TAX OFFICE EMPLOYEE REGINA VAN WIE MONAHAN. MRS. MONAHAN WAS EMPLOYED IN THE SINGLE TAX OFFICE FROM MAY 5, 2017 UNTIL APRIL 3, 2019. SHE HAS CONTRIBUTED 18.5 MONTHS AT \$22.00 PER MONTH AND A REFUND OF \$407.00 IS PAYABLE TO HER HUSBAND.

4. RECEIVED A REQUEST FOR A REFUND OF PENSION CONTRIBUTIONS FROM FORMER CITY EMPLOYEE PATRICK HINTON. MR. HINTON WAS THE DIRECTOR OF THE LICENSING, INSPECTIONS AND PERMITS DEPARTMENT FROM JANUARY 6, 2014 UNTIL AUGUST 9, 2019. HE CONTRIBUTED 68.5 MONTHS AT \$22.00 PER MONTH AND IS DUE A REFUND OF \$1,507.00.
5. RECEIVED A PENSION APPLICATION FROM SINGLE TAX OFFICE EMPLOYEE JULIE D'AMICO. MS. D'AMICO HAS BEEN EMPLOYED IN THE TAX OFFICE SINCE 1979 HAVING CONTRIBUTED OVER 39 YEARS TO THE PENSION FUND. SHE IS 61 YEARS OF AGE AND IS RETIRING ON SEPTEMBER 30, 2019. SHE IS ELIGIBLE TO COLLECT A 31-YEAR PENSION AT \$700.00 PER MONTH.
6. REVIEW OF MICHELE PHILLIPS' REQUEST FOR DISABILITY PENSION.



**CIVIL SERVICE COMMISSION**

Jeff Mackie - Chairman  
 Paul Duffy - Commissioner  
 Jack Loscombe - Commissioner  
 Christian Owens, Esquire - Solicitor

P E N N S Y L V A N I A

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

Approved Minutes  
June 13, 2019  
Civil Service Meeting

**I. Pledge of Allegiance**

Completed.

**II. Roll Call**

Roll call was taken. Chairman Loscombe & Commissioners R. Kelly and R. Keiper were present.

Solicitor Christian Owens was present.

Civil Service Commission Coordinator, Denise Nytech, was present.

Absent:

**III. Approval of Minutes**

- By way of motion by Ray Kelly and seconded by Bob Keiper, the Commission approved the minutes for May 9, 2019.

**IV. Approval of Bills**

- By way of motion by Commissioner Kelly and seconded by Commissioner Keiper, the Commission approved the legal bills from Solicitor Owens in the amount of \$1,140.00 for legal services in April 2019.
- By way of motion by Commissioner Kelly and seconded by Commissioner Keiper, the Commission approved to pay the following bills:

Scranton Times Ad for reschedule of monthly meeting	\$ 64.60
Fire Inspector/Fire Prevention Officer written exam (Vince Amico)	\$250.00
Fire Inspector/Fire Prevention Officer-supplies (J. Loscombe)	\$ 84.93

**V. Unfinished Business, New Business**

- Police Entry Exam 28 Candidates signed up, 27 took the exam, 26 passed. Dates for Physicals were discussed – to be determined at a later time.
- Score results for Police Entry Exam passed out and reviewed.
- Fire Inspector Scores & Fire Prevention Officer were passed out and reviewed.
- July meeting is cancelled and August meeting is rescheduled to August 8, 2019. Denise to put an Ad in The Scranton Times regarding CSC summer schedule.
- A hearing will be scheduled for Anthony Mariano regarding removal from police entry list.

**VI. Communication and Reports/Public Comment**

- No public in attendance.

**VII. Adjournment**

- By way of motion by Commissioner Kelly and seconded by Commission Keiper, the Commission authorized the meeting to be adjourned; all in favor.

RESOLUTION NO. \_\_\_\_\_

2019

**APPOINTMENT OF ROBERT J. MORRIS, 648 WALES STREET, SCRANTON, PENNSYLVANIA, 18508 AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. MORRIS WILL REPLACE ROBERT J. PALMITESSA WHOSE TERM EXPIRED ON JULY 15, 2019. MR. MORRIS' TERM WILL COMMENCE IMMEDIATELY AND EXPIRE ON JULY 14, 2024.**

WHEREAS, Robert J. Palmitessa served as a member of the City of Scranton Board of Zoning Appeals appointed by Resolution No. 130, 2017; and

WHEREAS, Robert J. Palmitessa's expired term creates a vacancy on the Board of Zoning Appeals; and

WHEREAS, the Council of the City of Scranton desires to fill that vacancy with the appointment of Robert J. Morris, who is currently serving on the Board as Alternate No. 2 member; appointed by Resolution No. 68, 2018, to the Board of Zoning Appeals for the City of Scranton to a five (5) year term.

**NOW, THEREFORE, BE IT RESOLVED BY SCRANTON CITY COUNCIL**

**THAT** Robert J. Morris, 648 Wales Street, Scranton, Pennsylvania, 18508 is hereby appointed as a member to the City of Scranton's Zoning Board of Appeals with said term to commence immediately and expire on July 14, 2024.

**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

**SECTION 2.** This Resolution shall become effective immediately upon approval.

**SECTION 3.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

## RESOLUTION NO. \_\_\_\_\_

2019

**RATIFYING AND APPROVING OF THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON, ON BEHALF OF THE HUMAN SERVICES ALLIANCE, TO THE COMMONWEALTH OF PENNSYLVANIA ACTING THROUGH THE COMMONWEALTH FINANCING AUTHORITY FOR A LOCAL SHARE ACCOUNT GRANT, PURSUANT TO THE PA RACE HORSE DEVELOPMENT AND GAMING ACT IN THE AMOUNT OF \$350,000.00 FOR THE PROJECT TO BE KNOWN AS " HUMAN SERVICES ALLIANCE - A BUILDING AND GROUNDS IMPROVEMENT PROJECT" LOCATED AT 1509 MAPLE STREET, 823 JEFFERSON AVENUE, 841 JEFFERSON AVENUE, AND THE CORNER OF MYRTLE AND MADISON AVENUE, SCRANTON, PENNSYLVANIA, AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON, PA, TO ACCEPT THE GRANT, IF SUCCESSFUL, AND EXECUTE AND ENTER INTO A LOCAL SHARE ACCOUNT GRANT CONTRACT AND COMMITMENT LETTER WITH THE COMMONWEALTH OF PENNSYLVANIA TO ACCEPT AND UTILIZE THE GRANT IN THE AMOUNT OF \$350,000.00 AWARDED BY THE COMMONWEALTH OF PENNSYLVANIA FOR SUCH PROJECT.**

**WHEREAS**, the City of Scranton, through the Office of Economic and Community Development, will submit a grant application on behalf of the Human Services Alliance to the Commonwealth of Pennsylvania ("the Commonwealth") acting through the Commonwealth Financing Authority (the "Grantor") for a Local Share Account Grant, pursuant to the PA Race Horse Development and Gaming Act, for renovation of existing office space and construction of a new parking lot ("Project") located at 1509 Maple Street, 823 Jefferson Avenue, 841 Jefferson Avenue, and the Corner of Myrtle and Madison Avenue, Scranton, Pennsylvania. A copy of such "Project" details is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

**WHEREAS**, the City of Scranton intends herein to ratify and approve the execution and submission of the Grant Application; and

**WHEREAS**, the Commonwealth of Pennsylvania will review the Grant Application for funding for the Local Share Account Grant in the amount of \$350,000.00 ("Grant") for the "Project"; and

**WHEREAS**, if the Grant Application is approved, the City of Scranton intends herein to authorize the execution of the Local Share Account Grant Contract and Commitment Letter, and the acceptance, disbursement, and utilization of the Grant for the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the execution and submission of the "Grant" Application is hereby ratified and if approved, the Mayor and other appropriate City Officials are hereby authorized to enter into and execute and submit any additional related paperwork for this "Grant", and if successful, to accept the grant funds to be used for the "Project" as attached hereto. This approval anticipates and authorizes the execution of any and all related documentation necessary for the "Grant" or to accept, disburse, and utilize the "Grant" for the "Project."

**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decisions shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

**SECTION 2.** This Ordinance shall become effective immediately upon approval.

**SECTION 3.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



September 18, 2019

*Via Hand Delivery*

Jessica Eskra, Esquire  
340 North Washington Avenue  
4<sup>th</sup> Fl., Law Department  
Scranton, PA 18503

**Re: Resolution  
City of Scranton, OECD on behalf of Human Services Alliance – A Building and  
Grounds Improvement Project  
LSA Grant Application**

Dear Attorney Eskra:

The City of Scranton, specifically OECD, is requesting approval to submit a LSA Grant application on behalf of the Human Services Alliance for their building and grounds improvement project.

OECD is requesting that you review the attached Resolution and submit it to City Council for approval.

Please do not hesitate to contact me if you should need additional information.

Sincerely,

A handwritten signature in black ink that reads "Mary Pat Ward". The signature is written in a cursive, flowing style.

Mary-Pat Ward  
Executive Director

/mpw

## INTRODUCTION:

The City of Scranton in partnership with the Human Services Alliance and its non-profit sponsored corporations, Friendship House and the Advocacy alliance is proposing a Building and Grounds Improvement Project for this 2019 Monroe County Local Share Grant Program. Through this grant the partnership is seeking funding to support a Building and Grounds Improvement Project focused on the following components:

- Renovation of existing office space
- Construction of a new parking lot

## PROJECT DETAILS:

### Project Locations:

The Building and Grounds Improvement Project involves the following locations:

- Site 1 - 1509 Maple Street Scranton, PA.
- Site 2 - 823 Jefferson Avenue Scranton, PA
- Site 3 - 841 Jefferson Avenue Scranton, PA
- Site 4 - Corner of Myrtle and Madison Avenue Scranton, PA

### Project Description:

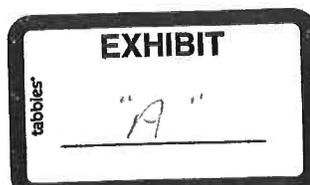
Below is a brief description of the work to be completed at each project site.

- Site 1 - Renovation includes converting the existing outpatient clinic to office space for Community Services and Healthcare Quality Unit
- Site 2 - Renovation includes conversion of office space to a new outpatient clinic with reconfiguration of the 1st, 2nd and 3rd floor and a new elevator.
- Site 3 - Renovation includes refinishing offices and minor reconfiguration on the 2nd and 3rd floors
- Site 4 - Construction of a new parking lot for (20) spaces including landscaping.

### Total Project Cost and Funding Sources:

<b>Total Project Cost:</b>	<b>\$1,424,209</b>
<b>Total LSA Grant Request:</b>	<b>\$ 350,000</b>
<b>Total Local Match:</b>	<b>\$1,074.209</b>

The Human Services Alliance on behalf of its non-profit sponsored corporations will be providing the local match identified above.



# HUMAN SERVICES ALLIANCE BUILDING AND GROUNDS IMPROVEMENT PROJECT

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## **INTRODUCTION:**

The City of Scranton in partnership with the Human Services Alliance and its non-profit sponsored corporations, Friendship House and the Advocacy alliance is proposing a Building and Grounds Improvement Project for this 2019 Monroe County Local Share Grant Program. Through this grant the partnership is seeking funding to support a Building and Grounds Improvement Project focused on the following components:

- Renovation of existing office space
- Construction of a new parking lot

## **COMMUNITY DEMOGRAPHICS:**

### **City of Scranton:**

As of the 2010 census, there were 76,089 people, 30,069 households, and 18,124 families residing in the City of Scranton. The population density was 3,006/mi<sup>2</sup>. There were 33,853 housing units at an average density of 1,342/mi<sup>2</sup>. The racial makeup of the city was 84.11% White, 5.45% African American, 0.23% Native American, 2.98% Asian, 0.04% Pacific Islander, 4.69% from other races, and 2.49% from two or more races. Hispanic or Latino of any race make up 9.90% of the population.

There were 30,069 households out of which 24.4% had children under the age of 18 living with them, 39.8% were married couples living together, 13.8% had a female householder with no husband present, and 42.1% were non-families. The city had 36.7% of its households with single occupancy and 18.1% whose individuals was aged at least 65. The average household size was 2.29 and the average family size was 3.01.

The age distribution of the population included 20.8% under 18, 12.3% from 18 to 24, 25.5% from 25 to 44, 21.2% from 45 to 64, and 20.1% at least 65. The median age was 39. For every 100 females, there were 87.0 males. For every 100 females aged at least 18, there were 83.0 males.

The median income for a household in the City of Scranton was \$28,805, and the median income for a family was \$41,642. Males had a median income of \$30,829 versus \$21,858 for females. The per capita income for the city was \$16,174. Found below the poverty line are 15.0% of the population, 10.7% of families, 18.9% of those under age 18 and 12.0% of those at least age 65.

As of the 2006 American Community Survey, the average family size is 2.95. Of the population that's 25 years old and over, 83.3% of them have graduated from high school. 18.7% of them have a Bachelor's degree or higher. In labor force (population 16 years and over), 57.6% of them work. The per capita income (in 2006 inflation-adjusted dollars) is \$17,187.

# HUMAN SERVICES ALLIANCE BUILDING AND GROUNDS IMPROVEMENT PROJECT

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## COMMUNITY PARTNERS:

**The Human Services Alliance and its non-profit sponsored corporations – description of services:**

### Human Services Alliance

Human Services Alliance is to serve as the corporate member of the Sponsored Corporations (The Advocacy Alliance and Friendship House) to guide and assist those entities in fulfilling their respective purposes; to foster collaboration between those entities to achieve both effective programs and services as well as economies of scale; and to take any and all other action as the Board of Directors may deem necessary or desirable to implement the Memoranda of Understanding and Operating Agreements pertaining to such Sponsored Corporations, all of which shall be performed by the Corporation pursuant to its Articles of Incorporation and its Bylaws.

It is the goal of Human Services Alliance to serve as the corporate member of additional Sponsored Corporations in future years to accomplish the purpose listed above.

### Advocacy Alliance

The mission of the Advocacy Alliance is to promote mental well-being, and support Recovery for adults who have a mental illness; Resiliency for children and adolescents who have emotional/behavioral disorders; Everyday Lives for individuals who have developmental disabilities; and Independence for older adults and individuals with physical disabilities, by providing advocacy and culturally competent services.

Listed below is a listing of programs and services provided by the Advocacy Alliance:

- ✓ **Advocacy**
  - Adult Mental Health Advocacy
  - Child and Family Mental Health Advocacy
- ✓ **Community Developmental Disabilities Services**
  - Health Care Quality Units
  - Incident Management
  - Independent Monitoring for Quality (IM4Q)
  - Quality Assurance Services
- ✓ **Community Mental Health Services**
  - Support Groups
    - Depression and Bipolar Support Group

## HUMAN SERVICES ALLIANCE BUILDING AND GROUNDS IMPROVEMENT PROJECT

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- Peer to Peer Services
- Community Support Program
- Recovery Center
  
- ✓ **Court Appointed Special Advocate (CASA)**
- ✓ **Consumer/Family Satisfaction Teams**
- ✓ **Consumer Financial Management Services**
  - Representative Payee Services
  - Guardianship Services
  - Trust Services
  
- ✓ **Early Intervention Evaluation Teams**
- ✓ **WARM LINES**

### Friendship House

Friendship House is a human services agency dedicated to providing individualized mental health and behavioral health services that promote recovery and maximizes the physical, emotional, behavioral and social well-being of the children, adolescents and adults. Listed below is a brief description of the services (including target population groups) provided by Friendship House.

- ✓ **Outpatient Mental Health** - Friendship House Outpatient therapists provide counseling at our offices to children and their families and adults in order to help resolve emotional and behavioral issues and family conflict. Mental Health Community Based Outpatient Clinic services are provided in Scranton and Mayfield in Lackawanna County and Honesdale, Wayne County. The Outpatient Clinic in Scranton serves more than seven hundred (700) children and adolescents annually, the Mayfield Clinic serves more than 800 children and 600 adults annually and the Honesdale clinic serves more than 100 children annually.
- ✓ **Community/School Based Behavioral Health** - The CSBBH Team Program is a mental health program designed for youth ages 5 to 13 years who are experiencing social, emotional, and or behavioral difficulties that impair their ability to function in school and other settings. These services are provided within four (4) schools within the Scranton School District and one (1) school within the Carbondale Area School District, one (1) school in the Blue Ridge School District, two (2) schools in the Montrose Area School District, one (1) school on the Forest City Regional School District, five (5) schools within the Williamsport Area School District, one (1) school in the Sullivan County School District and one (1) school in the Canton Area School District. Annually, this program serves more than five-hundred (500) children and families.
- ✓ **Early Head Start Program** - Early Head Start services located in Scranton and provides a nurturing, supportive environment for young children to grow in every aspect of their social, emotional, cognitive and physical development. Annually, Friendship House serves more than twenty-five (25) children in the program.

## HUMAN SERVICES ALLIANCE BUILDING AND GROUNDS IMPROVEMENT PROJECT

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- ✓ **Autism Services (Early Intensive Behavioral Intervention (EIBI))** - The Center's Early Intensive Behavioral Intervention (EIBI) program is a center-based program in Scranton for children ages 2 to 6. The focus of this program is to teach basic learning and language skills and adaptive behaviors across the domains of communication, socialization, and daily living skills. The program immerses children in a social and language rich environment where children are able to generalize acquired skills to the natural environment. Annually, this program serves approximately 40 children.

In addition, Friendship House provides community-based support services to children and youth with autism in school, community and home settings. Friendship House serves approximately sixty (60) children in this program annually.

- ✓ **Residential Services** – Friendship House provides residential services to males ages 10-18 in Schuylkill County. This program serves approximately sixteen (16) adolescents annually.
- ✓ **Foster Care and Adoption Services** - Foster Family Care is to provide healthy and supportive homes for children in need, from birth to age 18. Friendship House's foster care program recruits, trains, approves and supports families to provide temporary, substitute care for children in need due to abuse, neglect, deprivation, abandonment and/or a guardian's inability to care for a child.

The children are referred through county children and youth agencies. Adoption Services Friendship House's Adoption Program recruits families to provide permanent adoptive homes to foster children who are unable to be reunified with their birth family. These services are offered in Scranton, Pottstown and Philadelphia. Friendship House provides foster care and adoption serves to more than one-hundred (100) children annually.

- ✓ **Blended Case Management (BCM) Services for Children and Adults** – BCM services are case management services provided to both children and adults. These services link individuals to various clinical and supportive services within the community. Friendship House serves more than three hundred and fifty (350) children and one-hundred (100) adults annually.
- ✓ **Family Based Mental Health (FBMH) Services for Children and Families** – FBMH services are individual or team delivered services to children and their families in the community and home settings. It is an intensive clinically based service. Presently, Friendship House serves approximately twenty-four (24) children and their families annually.
- ✓ **School Based Partial Hospitalization Services for Children** – School Based Partial Hospitalization Services are a classroom based service within a school staffed with two therapists, a teacher and an aid. The program provides individual and group therapy in an educational setting. In addition, medication management services are provided to students who need this service and are enrolled in the program.

## HUMAN SERVICES ALLIANCE BUILDING AND GROUNDS IMPROVEMENT PROJECT

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- ✓ **Psychiatric Rehabilitation Services for Adults** – Psychiatric Rehabilitation Services are provided to adults with mental illness in a community based setting. The program promotes daily living skill development, socialization and recovery. Presently, Friendship House serves approximately forty (40) individuals annually.

### APPLICANT EXPERIENCE:

This Building and Grounds Improvement Project as stated earlier within this grant application will involve two (2) primary components listed below:

- Renovation of existing office space
- Construction of a new parking lot

### City of Scranton

The City of Scranton, Lackawanna county has extensive experience in securing, managing and implementing Federal and State grants. The City of Scranton through its Office of Community and Economic Development (OCED) will work closely with the Human Services Alliance and its non-profit sponsored agencies, Friendship House and the Advocacy Alliance to fulfill all grant requirements including project bidding, construction management and project administration

### Human Services Alliance and its non-profit sponsored agencies, Friendship House and the Advocacy Alliance

The Human Services Alliance and its non-profit sponsored corporations have worked closely with various engineering/design firms in the past to develop, design and implement a number of high quality building construction projects in the past on the agencies campuses in Scranton, PA.

The Human Services Alliance and its non-profit sponsored corporations has the experience as a community partner with the City of Scranton to select an engineering/professional design firm and contractor meeting all City of Scranton bidding protocols.

### PROJECT DETAILS:

#### Project Locations:

The Building and Grounds Improvement Project involves the following locations:

- Site 1 - 1509 Maple Street Scranton, PA.
- Site 2 - 823 Jefferson Avenue Scranton, PA
- Site 3 – 841 Jefferson Avenue Scranton, PA
- Site 4 – Corner of Myrtle and Madison Avenue Scranton, PA

# HUMAN SERVICES ALLIANCE BUILDING AND GROUNDS IMPROVEMENT PROJECT

---

## **Project Description:**

Below is a brief description of the work to be completed at each project site.

- Site 1 - Renovation includes converting the existing outpatient clinic to office space for Community Services and Healthcare Quality Unit
- Site 2 - Renovation includes conversion of office space to a new outpatient clinic with reconfiguration of the 1st, 2nd and 3rd floor and a new elevator.
- Site 3 - Renovation includes refinishing offices and minor reconfiguration on the 2nd and 3rd floors
- Site 4 - Construction of a new parking lot for (20) spaces including landscaping.

## **HISTORIC AND PROPOSED USE OF THE PROJECT SITES:**

Site 1 – 1509 Maple Street Scranton, PA is the present location of Friendship House. The proposed project at this site location is exclusively office renovations. The use will be modified from primarily an outpatient clinic to administrative offices.

Site 2 – 823 Jefferson Avenue Scranton, PA is presently one of the Advocacy Alliance program locations. The proposed project at this site location is exclusively office renovations. The use will be modified from administrative office space to an outpatient clinic.

Site 3 – 841 Jefferson Avenue Scranton, PA is presently one of the Advocacy Alliance program locations. The proposed project at this site location is exclusively office renovations. The use of this project location will remain as administrative office space.

Site 4 – Corner of Myrtle and Madison Avenue Scranton, PA is presently a vacant lot. This project location will be used as a parking lot.

## **CONSISTENCY WITH LOCAL PLANNING AND ZONING:**

The Human Services Alliance and its non-profit sponsored corporations, Friendship House and the Advocacy Alliance reached out to the City of Scranton Planning Office to discuss the project and secure their review and support of the project. Although the project is not one that will present any zoning issues since the existing site has zoning approval and much of the project involves renovation work internal within the agency, the City Planning Office has provided a letter of support for the project. *A Letter of support from the City Planning Office is included within this grant application.*

## HUMAN SERVICES ALLIANCE BUILDING AND GROUNDS IMPROVEMENT PROJECT

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### **PRIORITY PROJECT/ANTICIPATED EMPLOYMENT, INVESTMENT AND COMMUNITY IMPACT:**

The Human Services Alliance and its non-profit sponsored corporations is partnering with the City of Scranton on the preparation and submission of this 2019 Monroe County Local Share Grant application to complete a Building and Grounds Improvement Project.

Specifically, project sites 1-3 will include office renovation including general construction, HVAC (new distribution), new electrical and plumbing. Project site 4 will include the construction of a new parking lot parking lot to expand parking by twenty (20) new spaces. Specifically, the project will include excavation and grading on the backside of the existing parking lot, finish grade and restoration of the parking lot bank, drainage and stormwater management, planting of new trees and landscaping, paving and line painting.

The total project cost is estimated at \$1,424,209.00. The total grant request is \$350,000.00. The Human Services Alliance on behalf of its non-profit sponsored corporations are providing a local match in the amount of \$1,074,209.00 to support this critical community project.

The Friendship House Building and Grounds Improvement Project will initially involve the influx of \$1,424,209.00 to be used to support the completion of this critical community project. As detailed within the engineering cost estimate for this project the dollars secured for this project will be used to renovate existing space and construct a new a new parking lot.

The \$1,424,209.00 will create employment opportunities for local contracts who are selected to complete the various phases of the project. The initial economic impact, \$129,473.00 will be used to hire of a local engineering and design firm to complete final cost estimates, final design, bid document preparation, conduct the project bidding process and construction management services. The remaining dollars will be used for materials and construction cost.

Once this Building and Grounds Improvement Project is completed the Human Services Alliance and its non-profit sponsored corporations anticipates the hiring of an additional staff to work in the newly development outpatient clinic location at 823 Jefferson Avenue Scranton, PA as well as the possible expansion of additional administrative staff positions to work at the 1509 Maple Street Scranton location.

**CITY OF SCRANTON, LACKAWANNA COUNTY  
PENNSYLVANIA**

**AND**

**HUMAN SERVICES ALLIANCE**

**BUILDING AND GROUNDS IMPROVEMENT PROJECT  
PROJECT TIMELINE AND KEY MILESTONE DATES**

**EXHIBIT 2**

Date	Building and Grounds Improvement Project Activities	Responsible Parties
July 2019	Human Services Alliance reviewed LSA Grant guidelines for project consistency	Human Services Alliance
August 2019	Human Services Alliance reviewed the project with the City of Scranton as the sponsor agency for the LSA Grant application	Human Services Alliance City of Scranton
September 2019	Human Services Alliance secured cost estimates for the project.	Human Services Alliance Design Professional
September 2019	Human Services Alliance in partnership with the City of Scranton initiated the preparation of the Monroe County LSA for 2019	Human Services Alliance
September 2019	Human Services Alliance agreed to provide a financial commitment for the project	Human Services Alliance Board of Directors
September 2019	Human Services Alliance secured a letter of review and support from the City of Scranton Planning Office	Human Services Alliance City of Scranton Planning Office
September 2019	Human Services Alliance secured a resolution from the City of Scranton authorizing the submission of the Monroe County LSA Grant	Human Services Alliance City of Scranton
September 2019	Human Services Alliance in cooperation with the City of Scranton submits the Monroe County LSA for 2019	Human Services Alliance City of Scranton
March 2020	PA Department of Community and Economic Development announcement of funding award	PA DCED
May 2020	Contract between City of Scranton (grantee) and DCED signed and finalized	PA DCED City of Scranton
June 2020	Human Services Alliance using the City of Scranton contracting and bidding protocols issues a request for Proposal to select an engineering/design firm	Human Services Alliance City of Scranton
August 2020	Human Services Alliance selects an engineering/design firm for the project	Human Services Alliance Board of Directors
October 2020	Final project design completed for all phases of the project.	Human Services Alliance Board of Directors Engineering/design firm
November 2020	Project components are bid formally through a public bid process	Human Services Alliance Board of Directors Engineering/design firm
January 2021	Project bid awards made	Human Services Alliance Board of Directors Engineering/design firm
March 2021	Construction initiated	Contractor Engineering/design firm
June 2021	Interior building construction/renovation work completed	Contractor Engineering/design firm
August 2021	Parking lot expansion completed	Contractor Engineering/design firm
October 2021	Project closeout completed	Human Services Alliance Board of Directors and City of Scranton

## CITY OF SCRANTON, LACKAWANNA COUNTY

## PENNSYLVANIA

## AND

## THE HUMAN SERVICES ALLIANCE

## “A Building and Grounds Improvement Project”

## Program Budget and Funding Partners

## Exhibit 3

Project Budget Category	Monroe County Local Share Funding	Human Services Alliance	Total Cost
General Construction			
• Renovation	\$350,000.00	\$792,362.20	\$1,142,362.20
<b>Subtotal General Construction</b>	<b>\$350,000.00</b>	<b>\$792,362.20</b>	<b>\$1,142,362.20</b>
Infrastructure/Site Preparation			
• Parking	\$0	\$90,720.00	\$90,720.00
<b>Subtotal Infrastructure/Site Preparation</b>	<b>\$0</b>	<b>\$90,720.00</b>	<b>\$90,720.00</b>
Related Cost			
• Engineering	\$0	\$129,473.63	\$129,473.63
• Contingency Cost	\$0	\$ 61,654.11	\$ 61,654.11
<b>Subtotal Related Cost</b>	<b>\$0</b>	<b>\$191,127.74</b>	<b>\$191,127.74</b>
<b>Total Cost</b>	<b>\$350,000.00</b>	<b>\$1,074,209.90</b>	<b>\$1,424,209.94</b>

## General Construction / Infrastructure/Site Preparation

The Project Budget summary as presented above was developed by in consultation with Mr. Brian D. Doran, AIA LEED BD+C, Hemmler+Camayd Architects, a local professional design firm specializing in renovation and new construction projects.. Specifically, the *General Construction (New Construction and Renovation) Budget Cost Centers* includes the cost associated with the purchase of materials and labor to renovate existing office space. The

*Infrastructure/Site Preparation (Parking) Budget Cost Center* includes the cost associated with the purchase of materials and the labor to construction a new parking lot. A detailed description of the construction aspects of this component of the project is included within the design professional's estimate which is included within this grant application.

Related Cost:

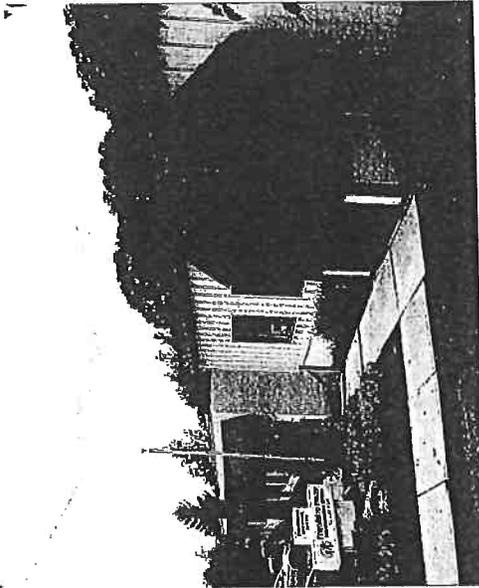
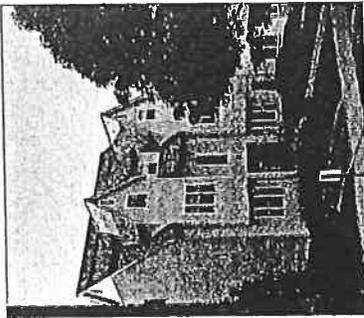
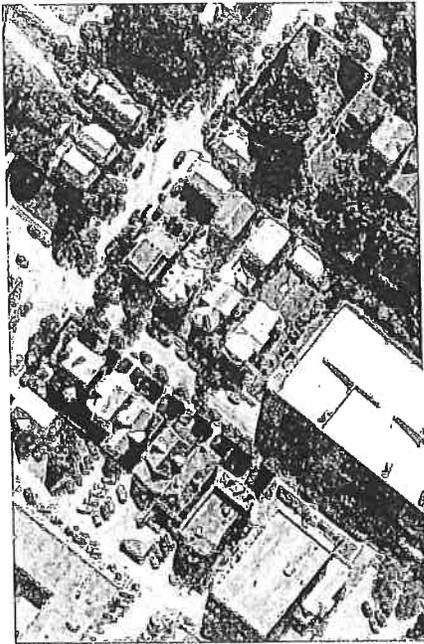
*Engineering services* provided for this project will include but is not limited to the following:

1. Development of construction plans, specifications, bid documents and final cost estimates
2. Project administration, construction administration and project inspections

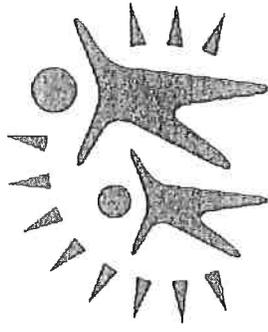
Contingency Cost – Contingency cost represents 5% of the total construction cost of the project. This line item will be used to cover cost overruns for the project.

*A summary of engineering/design services is included within this grant application.*

*This Project will be publically bid based on the City of Scranton procurement procedures.*



the Advocacy Alliance



Friendship House

PROPOSED RENOVATIONS FOR THE ADVOCACY ALLIANCE AND FRIENDSHIP HOUSE

SEPTEMBER 9, 2019

SCRANTON, PA

hemmler + camayd architects



**ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS**

hemmler + camayd architects



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  - ADVOCACY ALLIANCE 841 JEFFERSON
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  - ADVOCACY ALLIANCE PARKING MYRTLE & MADISON
- ORDER OF MAGNITUDE BUDGET

ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS  
hemmler + camayd architects



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# PRELIMINARY PROGRAM

ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS  
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PRELIMINARY PROGRAM

A. THE ALLIANCE ADVOCACY - 823 Jefferson Ave.

SPACE	COMMENTS
Outpatient	
1 Waiting - Children	25 Seats
2 Waiting - Adult	10-15 Seats
3 Check In / Out	Adjacent to Check In / Out
4 BWI	Adjacent to Waiting rooms, Check in / out
5 Uni-sex restroom	
6 Admin. Office - 1	
7 Admin. Office - 2	
8 Conference Room - 1	6-8 seats, location pending design development
9 File Room - 1	6' x 8' approx., 1st Floor
10 Med. Staff Office - 1	Psychiatrist, 1st floor
11 Med. Staff Office - 2	Psychiatrist, 1st floor
12 Med. Staff Office - 3	P.A., 1st floor
13 PCT - 1	Office with observation room, one way glass, proper lighting
14 PCT - 2	Office with observation room, one way glass, proper lighting
15 PCT - 3	Office with observation room, one way glass, proper lighting
16 Therapy Offices - #TBD	Quantity TBD based on space available
17 Elevator	Accessed from 1st floor waiting rooms

B. FRIENDSHIP HOUSE - 1509 Maple Ave.

SPACE	COMMENTS
Community Services	
Offices	26 required, staff is mobile but needs dedicated office, locations TBD pending existing space available
Break Room	30 seats, separated, team meetings, use and convert existing lobby outpatient lobby - remove existing vestibule, install film on glass doors for privacy
File / Storage	Convert existing PCIT observation room
Healthcare Quality Unit	
Office - 1	
Office - 2	
Open Office for 8-10	
Break Out Space	Possible soft seating or table/ chairs
Copy / File / Storage	



the Advocacy Alliance

ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS  
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PRELIMINARY PROGRAM

5

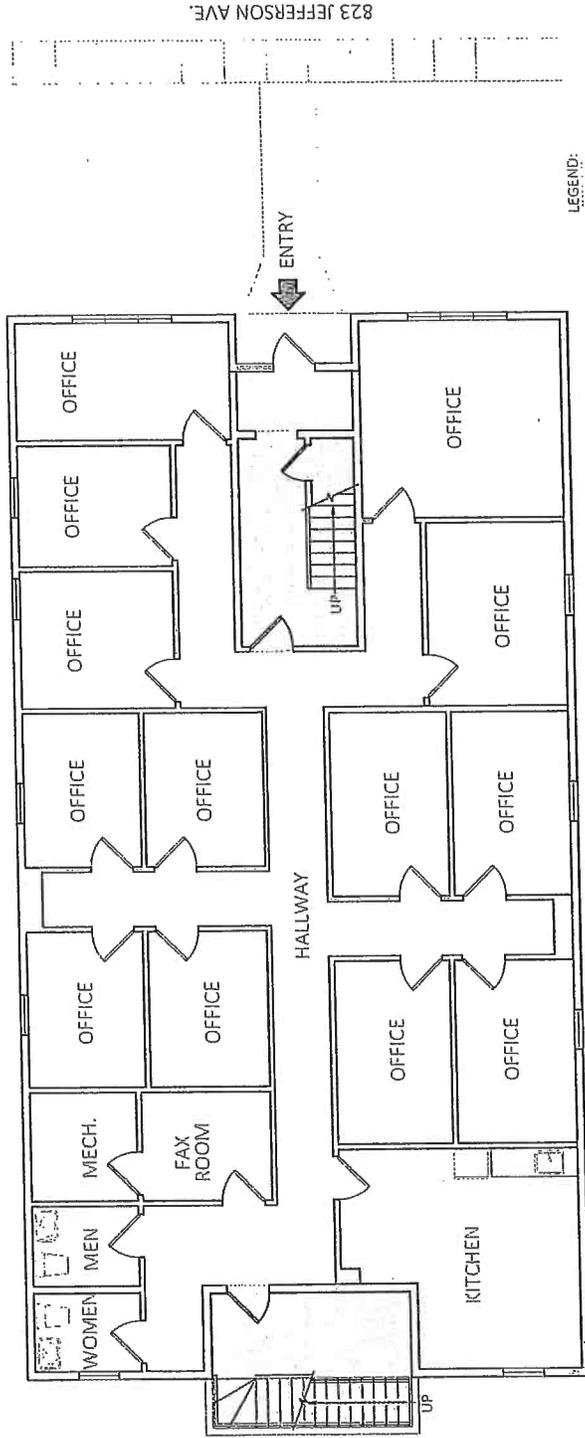
ADVOCACY ALLIANCE 823 JEFFERSON



ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS

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- LEGEND:
- EXISTING WALLS
  - NEW WALLS
  - CONFERENCE ROOM
  - OFFICES
  - SUPPORT
  - CIRCULATION
  - VERTICAL CIRCULATION
  - WAITING AREA
  - CHECK IN/OUT

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FIRST FLOOR PLAN - EXISTING  
SCALE: 1/8" = 1'-0"

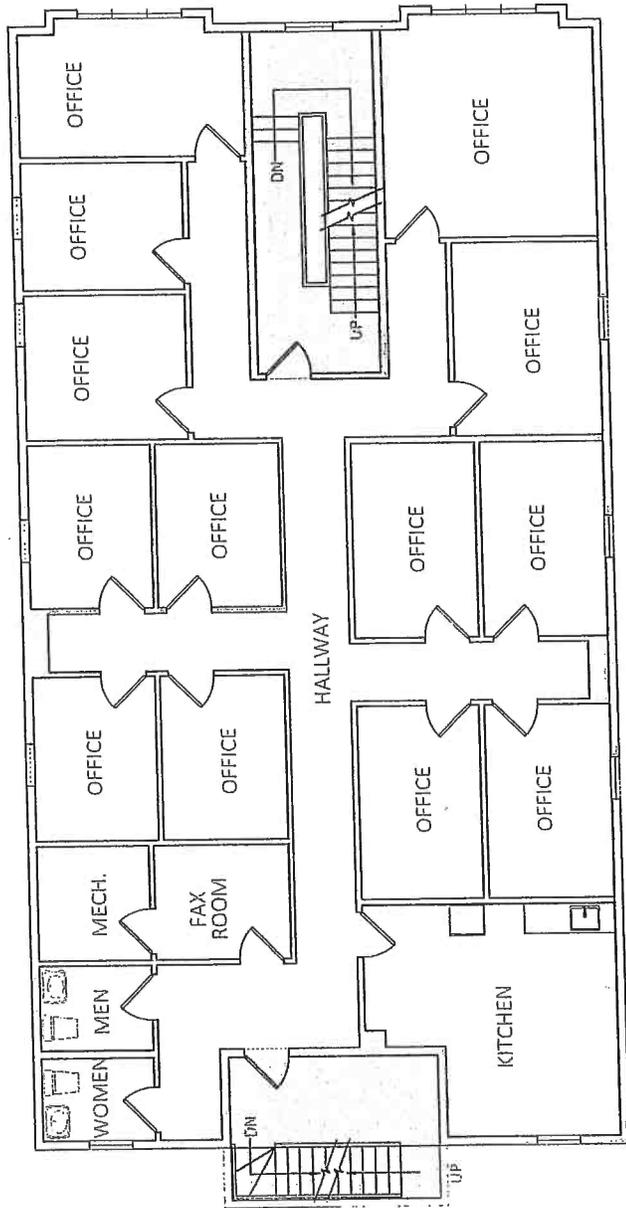
**ADVOCACY ALLIANCE /**  
Friendship House Renovation  
Scranton, Pennsylvania  
SEPTEMBER 2019

**ADVOCACY ALLIANCE**  
823 Jefferson Avenue

**ADVOCACY ALLIANCE/FRIENDSHIP HOUSE**  
PROPOSED RENOVATIONS  
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**FIRST FLOOR EXISTING 7**  
**ADVOCACY ALLIANCE 823 JEFFERSON**



- LEGEND:
- EXISTING WALLS
  - NEW WALLS
  - CONFERENCE ROOM
  - OFFICES
  - SUPPORT
  - CIRCULATION
  - VERTICAL CIRCULATION
  - WAITING AREA
  - CHECK IN/OUT

SECOND FLOOR PLAN - EXISTING  
SCALE: 1/8" = 1'-0"

**ADVOCACY ALLIANCE /**  
Friendship House Renovation  
Scranton, Pennsylvania  
SEPTEMBER 2010

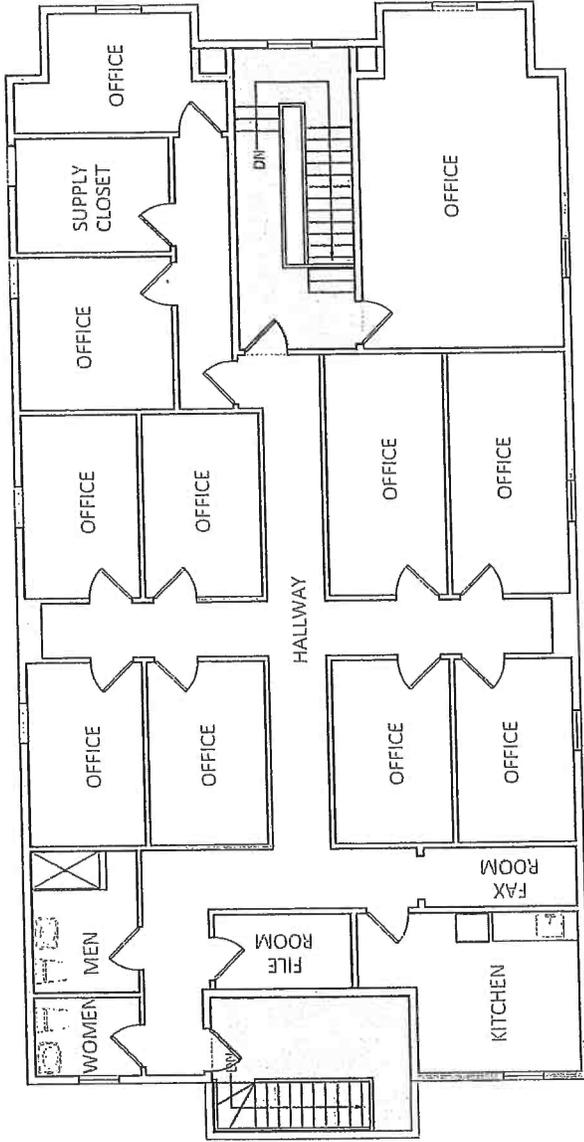
**ADVOCACY ALLIANCE/FRIENDSHIP HOUSE**  
PROPOSED RENOVATIONS  
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**ADVOCACY ALLIANCE**  
823 Jefferson Avenue

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**SECOND FLOOR EXISTING**  
**ADVOCACY ALLIANCE 823 JEFFERSON**



- LEGEND:
- EXISTING WALLS
  - NEW WALLS
  - CONFERENCE ROOM
  - OFFICES
  - SUPPORT
  - CIRCULATION
  - VERTICAL CIRCULATION
  - WAITING AREA
  - CHECK IN/OUT

THIRD FLOOR PLAN - EXISTING  
SCALE: 1/8" = 1'-0"

ADVOCACY ALLIANCE /  
Friendship House Renovation  
SEPTEMBER 2009

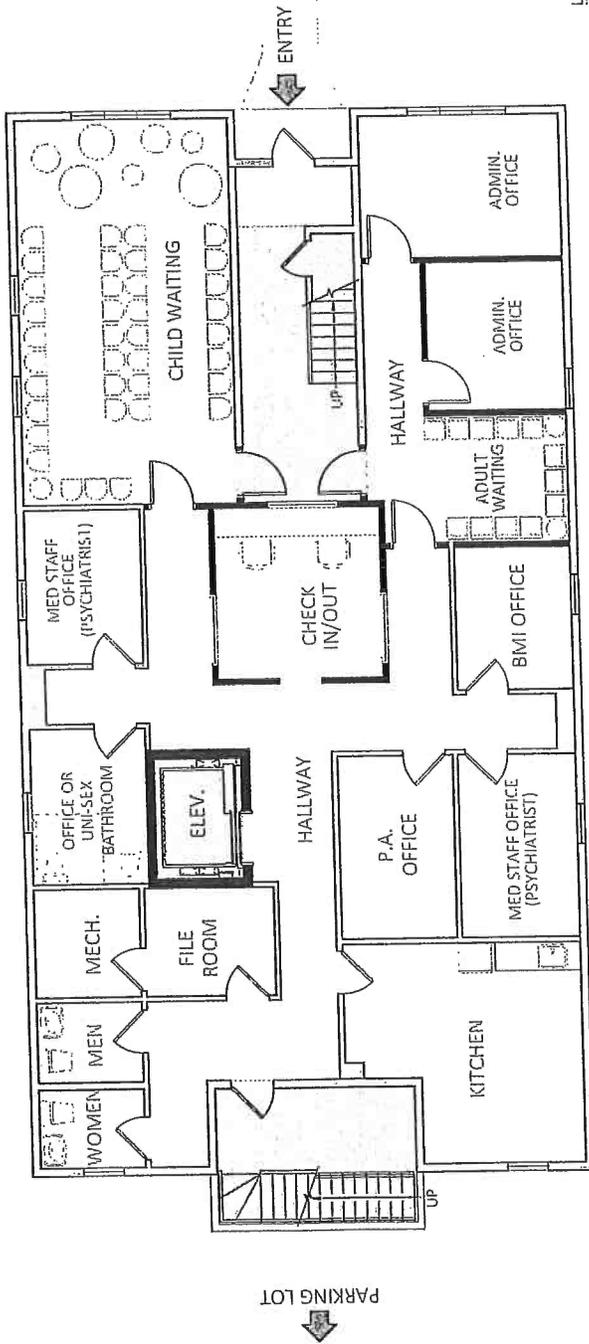
ADVOCACY ALLIANCE  
823 Jefferson Avenue

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ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS  
hemmler + camayd architects



THIRD FLOOR EXISTING 9  
ADVOCACY ALLIANCE 823 JEFFERSON



823 JEFFERSON AVE

PARKING LOT

ENTRY

- LEGEND:
- EXISTING WALLS
  - NEW WALLS
  - CONFERENCE ROOM
  - OFFICES
  - SUPPORT
  - CIRCULATION
  - VERTICAL CIRCULATION
  - WAITING AREA
  - CHECK IN/OUT

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**FIRST FLOOR PLAN - PROPOSED**

SCALE: 1/8" = 1'-0"

STATS:  
RENOVATION: 2,882 S.F.  
(6) OFFICES

**ADVOCACY ALLIANCE /**  
Friendship House Renovation

Scranton, Pennsylvania  
SEPTEMBER 2009

**ADVOCACY ALLIANCE**  
823 Jefferson Avenue

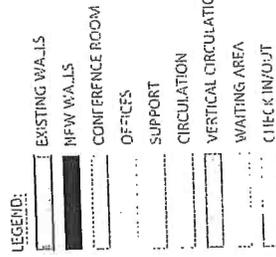
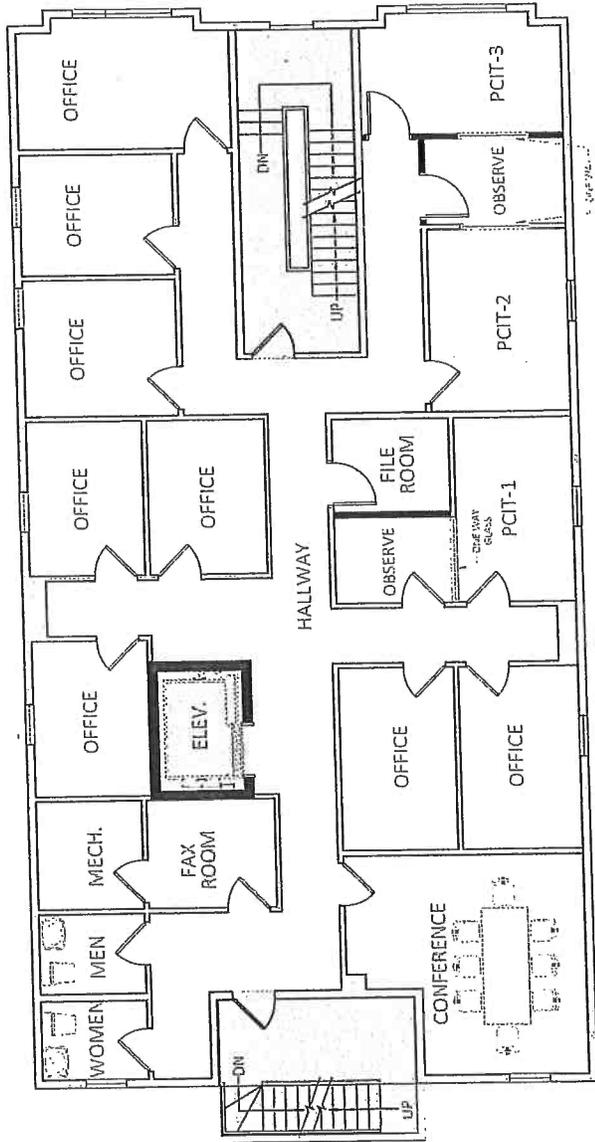
**ADVOCACY ALLIANCE/FRIENDSHIP HOUSE**  
PROPOSED RENOVATIONS



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**FIRST FLOOR PROPOSED**  
**10**  
**ADVOCACY ALLIANCE 823 JEFFERSON**

STATS:  
 RENOVATION: 3,067 S.F.  
 (6) OFFICES  
 (3) PCIT  
 (2) OBSERVATION



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**SECOND FLOOR PLAN - PROPOSED**

SCALE: 1/8" = 1'-0"

**ADVOCACY ALLIANCE /**  
 Friendship House Renovation

STATISTON, PENNSYLVANIA, 2010  
 SEPTEMBER 2010

**ADVOCACY ALLIANCE/FRIENDSHIP HOUSE**  
 PROPOSED RENOVATIONS

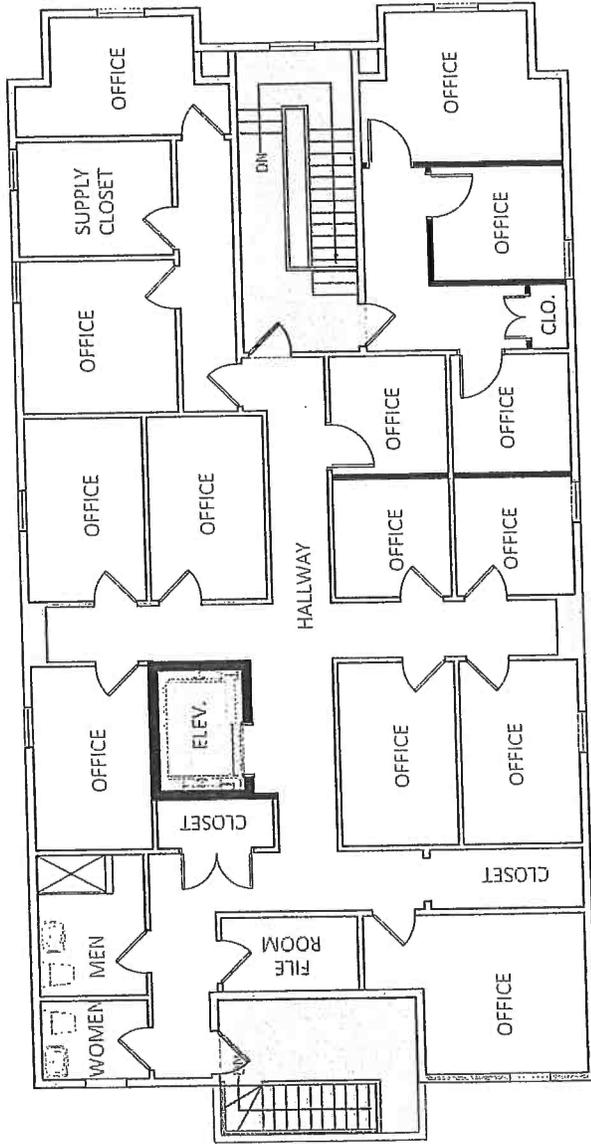
hemmler + camayd architects



**ADVOCACY ALLIANCE**  
 823 Jefferson Avenue

**SECOND FLOOR PROPOSED**  
**11**  
**ADVOCACY ALLIANCE 823 JEFFERSON**

STATS:  
 RENOVATION: 3,030 S.F.  
 (14) OFFICES



- LEGEND:
- EXISTING WALLS
  - NEW WALLS
  - CONFERENCE ROOM
  - OFFICES
  - SUPPORT
  - CIRCULATION
  - VERTICAL CIRCULATION
  - WAITING AREA
  - CHECK IN/OUT

hemmler + camayd architects

THIRD FLOOR PLAN - PROPOSED

SCALE: 1/8" = 1'-0"

ADVOCACY ALLIANCE /  
 Friendship House Renovation

Architect: Hemmler + Camayd  
 September 2009

ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
 PROPOSED RENOVATIONS

hemmler + camayd architects



Friendship House



THIRD FLOOR PROPOSED  
 ADVOCACY ALLIANCE 823 JEFFERSON

12



**ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS**

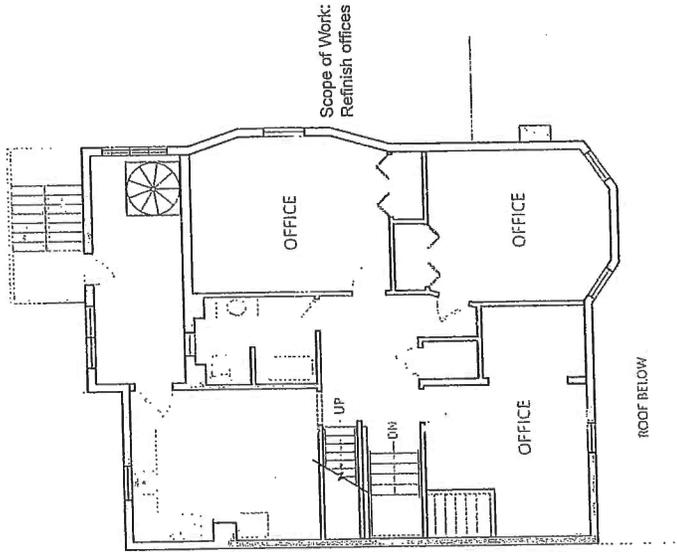
hemmler + camayd architects



ADVOCACY ALLIANCE 841 JEFFERSON



ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS  
hemmler + camayd architects



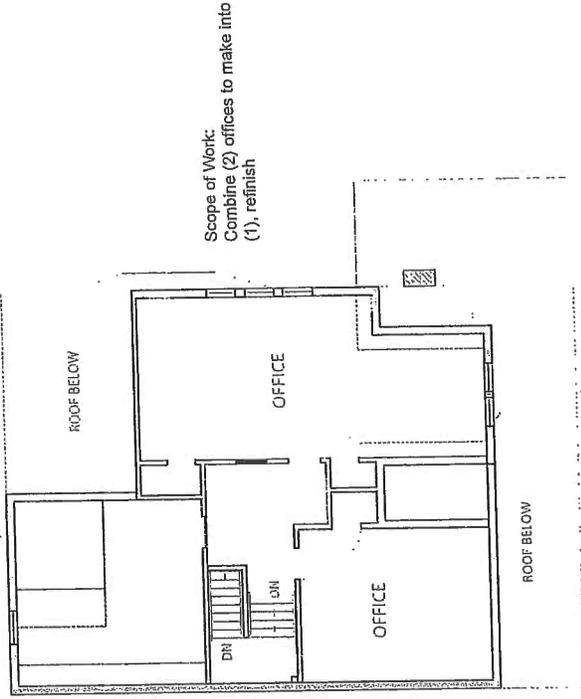
**SECOND FLOOR PLAN - PROPOSED**

SCALE: 1/8" = 1'-0"

STATS:  
 SECOND FLOOR RENOVATION: 614 SF  
 THIRD FLOOR RENOVATIONS: 330 SF

**ADVOCACY ALLIANCE /**  
 Friendship House Renovation  
 Scranton, Pennsylvania  
 SEPTEMBER 2015

**ADVOCACY ALLIANCE/FRIENDSHIP HOUSE**  
 PROPOSED RENOVATIONS  
 hemmler + camayd architects



**THIRD FLOOR PLAN - PROPOSED**

SCALE: 1/8" = 1'-0"



**ADVOCACY ALLIANCE**  
 841 Jefferson Avenue

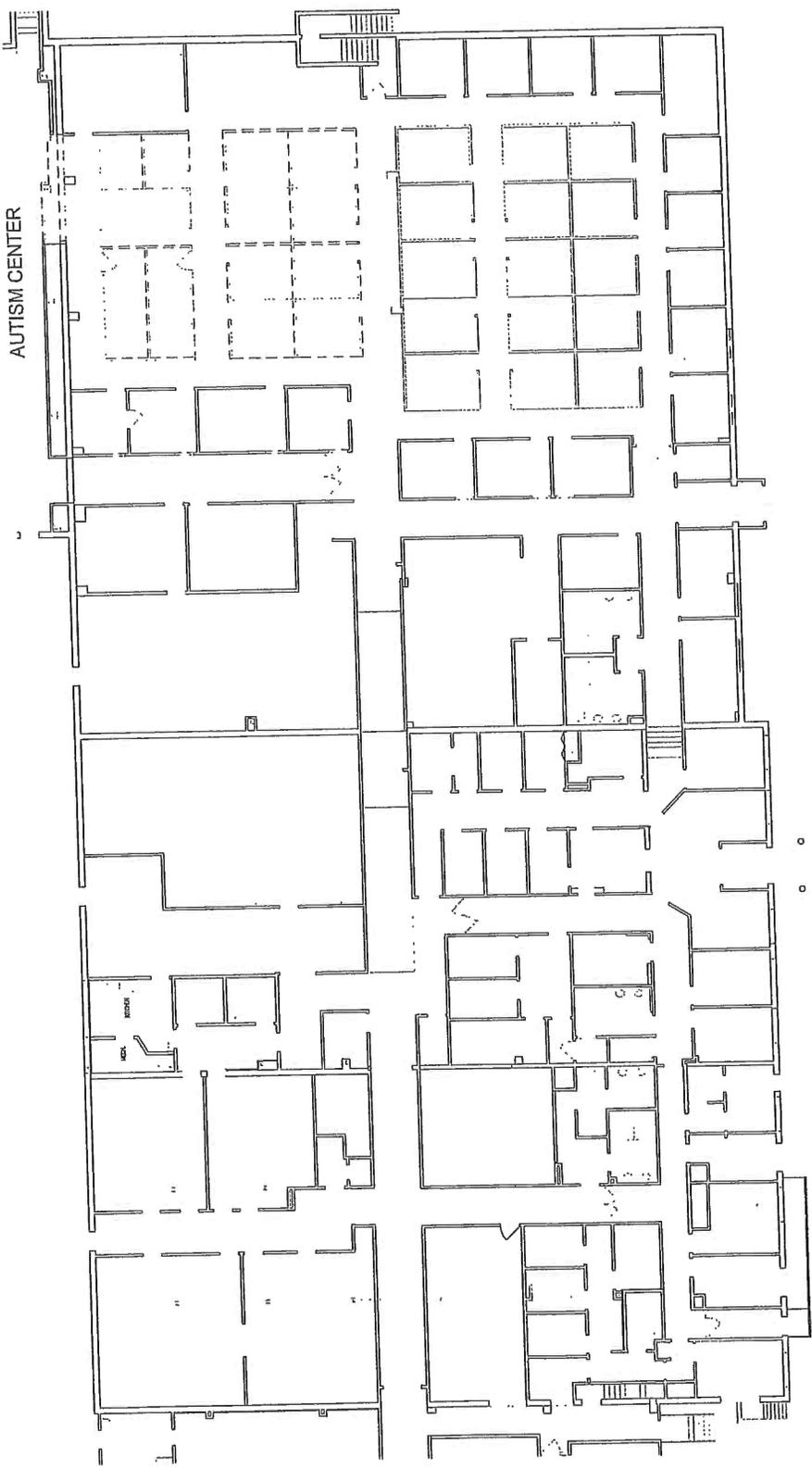
hemmler + camayd architects

**SECOND & THIRD FLOORS PROPOSED**  
**ADVOCACY ALLIANCE 841 JEFFERSON**  
**15**

# FRIENDSHIP HOUSE 1509 MAPLE



ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS  
hemmler + camayd architects



AUTISM CENTER

FIRST FLOOR PLAN - EXISTING  
SCALE: 1/8" = 1'-0"

**FRIENDSHIP HOUSE**  
1509 Maple Avenue

hemmler + camayd architects

**ADVOCACY ALLIANCE /**  
Friendship House Renovation  
C. Paul Cook, Registered Professional Architect  
SPRINGFIELD, ILL.

**ADVOCACY ALLIANCE/FRIENDSHIP HOUSE**  
PROPOSED RENOVATIONS  
hemmler + camayd architects



**FIRST FLOOR EXISTING 17**  
**FRIENDSHIP HOUSE 1509 MAPLE**





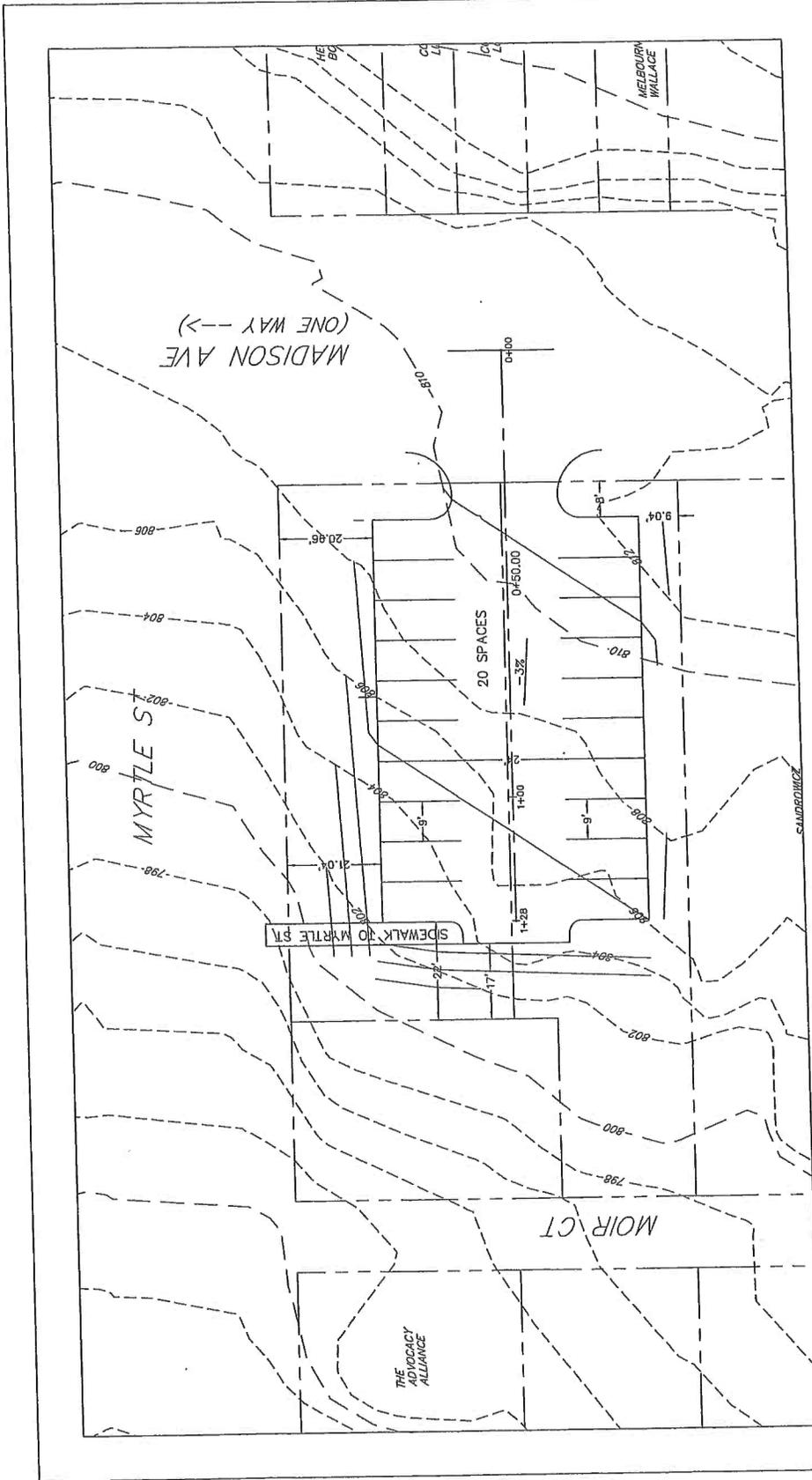
**ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS**

hemmler + camayd architects

# ADVOCACY ALLIANCE PARKING MYRTLE & MADISON



ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS  
hermler + camayd architects



DATE ISSUED: 10/15/18	DRAWN BY: BJV	PROJECT NO. SKS-2	OWNER Advocacy Alliance Scranton	PROJECT TITLE MYRTLE AVE PARKING LOT	TITLE LAYOUT 2
PREPARED BY: <b>reuther+bowen</b> Engineering, Design, Construction Services WWW.REUTHERBOWEN.COM PA - NY - NJ PHONE (670) 458-7020 FAX (670) 458-7021					



the Advocacy Alliance

ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
 PROPOSED RENOVATIONS  
 hemmler + camayd architects

ADVOCACY ALLIANCE PARKING 21  
 MYRTLE & MAPLE

# ORDER OF MAGNITUDE BUDGET

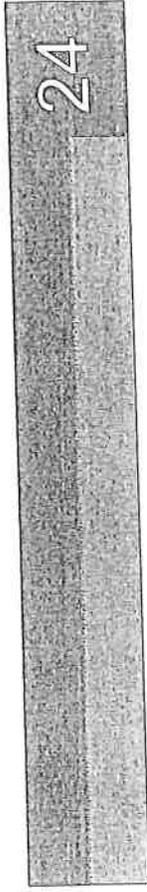


ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS  
hemmler + camayd architects





**ADVOCACY ALLIANCE/FRIENDSHIP HOUSE  
PROPOSED RENOVATIONS**  
hemmler + camayd architects





## DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 19, 2019

RECEIVED

SEP 20 2019

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RATIFYING AND APPROVING OF THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON, ON BEHALF OF THE HUMAN SERVICES ALLIANCE, TO THE COMMONWEALTH OF PENNSYLVANIA ACTING THROUGH THE COMMONWEALTH FINANCING AUTHORITY FOR A LOCAL SHARE ACCOUNT GRANT, PURSUANT TO THE PA RACE HORSE DEVELOPMENT AND GAMING ACT IN THE AMOUNT OF \$350,000.00 FOR THE PROJECT TO BE KNOWN AS " HUMAN SERVICES ALLIANCE - A BUILDING AND GROUNDS IMPROVEMENT PROJECT" LOCATED AT 1509 MAPLE STREET, 823 JEFFERSON AVENUE, 841 JEFFERSON AVENUE, AND THE CORNER OF MYRTLE AND MADISON AVENUE, SCRANTON, PENNSYLVANIA, AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON, PA, TO ACCEPT THE GRANT, IF SUCCESSFUL, AND EXECUTE AND ENTER INTO A LOCAL SHARE ACCOUNT GRANT CONTRACT AND COMMITMENT LETTER WITH THE COMMONWEALTH OF PENNSYLVANIA TO ACCEPT AND UTILIZE THE GRANT IN THE AMOUNT OF \$350,000.00 AWARDED BY THE COMMONWEALTH OF PENNSYLVANIA FOR SUCH PROJECT.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. \_\_\_\_\_

2019

AN ORDINANCE

REPEALING SECTION 1 OF FILE OF THE COUNCIL NO. 12, 2018 OF THE CITY OF SCRANTON AND ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH AND ADOPTING THE 2015 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS, AND STRUCTURES, BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE, AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF SCRANTON; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR AND AMENDING SECTION 4 OF FILE OF THE COUNCIL NO. 64 OF 2014 TO REDUCE THE FEE TO FILE AN APPEAL WITH THE HOUSING BOARD OF APPEALS BASED UPON THE TYPE OF MATTER AT ISSUE AND TO PROMOTE RESOLUTIONS OF APPEALS BEFORE PROCEEDING TO HEARING.

WHEREAS, the City wishes to update its edition of the International Property Maintenance Code to combat blight and preserve the life, health, sanitation, safety and aesthetic value for the City of Scranton and its residents; and

WHEREAS, the City also desires to reduce the appeal fee for violation notices and citations and to offer the ability to attempt resolution of appeals prior to hearing to preclude unnecessary litigation;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 12, 2018 An Ordinance be Amended as follows:

**SECTION 1.** that Section 1 of File of the Council No. 12, 2018, an Ordinance entitled, "An Ordinance of the City of Scranton Adopting the 2012 Edition of the International Property Maintenance Code, Regulating and Governing the Conditions and Maintenance of All Property, Buildings, and Structures, by providing the Standards for Supplied Utilities and Facilities and Other Physical Things and Conditions Essential to Ensure that Structures are Safe, Sanitary, and Fit for Occupation and Use; and the Condemnation of Buildings and Structures Unfit for Human Occupancy and Use, and the Demolition of Such Existing Structures in the City of Scranton; Providing for the Issuance of Permits and Collection of Fees Therefor; Repealing Section 1 of Ordinance No. 37, 2014 of the City of Scranton and All Other Ordinances and Parts of Ordinances in Conflict Therewith: is hereby repealed and all other Ordinances or parts of Ordinances in conflict herewith are hereby repealed. All other provisions contained in File of the Council No. 12, 2018 not inconsistent herewith shall remain in full force and effect.

**SECTION 2.** Adoption of the 2015 Edition of the International Property Maintenance Code:

That a certain document, one (1) copy of which is on file in the Office of the City Clerk of the City of Scranton, being marked and designated as "The International Property Maintenance Code, 2015 Edition," as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Scranton in the State of Pennsylvania for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the Office of the

City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this Ordinance.

**SECTION 3.** File of the Council No. 64, 2014, Section 4, Appeals, as amended, is hereby amended and replaced in its entirety to read:

- a. Any owner or agent, as defined in the International Property Maintenance Code, 2015 Edition, aggrieved by the action or decision of the code official or authorized deputy or a notice or order issued under this Ordinance or code shall have the right to appeal such decision or order to the Housing Board of Appeals, provided that a written application for appeal is filed within twenty (20) days after the day of the decision, or the day that notice or order was served. Upon completion, all appeal forms must be submitted with a nonrefundable fee as follows:
  - i. To appeal a Violation Notice/Citation Fee, a fee of One Hundred Fifty (\$150.00) Dollars; or
  - ii. To appeal a Stop Work Order, Condemnation, Demolition, or any other matter, a fee of Three Hundred (\$300) Dollars.
- b. Any person making an appeal to the Housing Board of Appeals will be notified when to appear before the Board within thirty (30) days. The Board will hold a public hearing and, upon evidence and testimony submitted, will render a decision. Any party not in compliance with the decision or order from the Board shall be subject to the penalties of this Ordinance. Any party who seeks to reschedule or cancel an appeal hearing must provide prior notice of five (5) business days of the scheduled hearing. Failure to provide proper notice shall be deemed a violation and subject to a late fee of One Hundred Fifty (\$150.00) Dollars payable to the Department of Licensing, Inspections, and Permits. All late fees must be paid prior to scheduling another hearing date.
- c. Any owner or agent, as defined in the International Property Maintenance Code, 2015 Edition, aggrieved by a decision of the Board of Appeals may appeal to the Court of Common Pleas of Lackawanna County. Appeals shall be made to the proper court within thirty (30) days after the Board's decision.
- d. Following the filing of an appeal but prior to Hearing, if Appellant should so request in writing, the Director for the Department of Licensing, Inspections, and Permits, and/or his Deputy or another authorized representative, shall participate in negotiations to settle the matter with Appellant within a reasonable amount of time not to exceed thirty (30) days.

**SECTION 4.** Severability. All relevant Ordinances, regulations, and policies, as well as provisions of File of the Council No. 64, 2014 of the City of Scranton, Pennsylvania not amended herein shall remain in full force and effect.

**SECTION 5.** Any Ordinance or part of an Ordinance conflicting with the provisions of this Ordinance shall be subordinate to this Ordinance to the extent of such conflict, and the language contained in the Ordinance shall control.

**SECTION 6.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes & intent of this Ordinance, & the effective administration thereof.

**SECTION 7.** This Ordinance shall be effective immediately upon approval.

**SECTION 8.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

**2015**  
INTERNATIONAL CODES<sup>®</sup>

**INTERNATIONAL  
Property Maintenance  
Code<sup>®</sup>**

A Member of the International  
Code Family<sup>®</sup>

# 2015 IPMC<sup>®</sup>

**INTERNATIONAL**  
Property Maintenance Code<sup>®</sup>

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## CODE ALERT!

Subscribe now to receive critical code updates. Signup is easy!  
[www.iccsafe.org/2015alert](http://www.iccsafe.org/2015alert)



2015 International Property Maintenance Code®

First Printing: May 2014

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by  
INTERNATIONAL CODE COUNCIL, INC.

Date of First Publication: May 30, 2014

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PRINTED IN THE U.S.A.

## PREFACE

### Introduction

Internationally, code officials recognize the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings. The *International Property Maintenance Code*®, in this 2015 edition, is designed to meet this need through model code regulations that contain clear and specific property maintenance requirements with required property improvement provisions.

This 2015 edition is fully compatible with all of the *International Codes*® (I-Codes®) published by the International Code Council (ICC)®, including the *International Building Code*®, *International Energy Conservation Code*®, *International Existing Building Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Green Construction Code*®, *International Mechanical Code*®, *ICC Performance Code*®, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Residential Code*®, *International Swimming Pool and Spa Code*™, *International Wildland-Urban Interface Code*® and *International Zoning Code*®.

The *International Property Maintenance Code* requirements provide many benefits, among which is the model code development process that offers an international forum for code officials and other interested parties to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

### Development

The first edition of the *International Property Maintenance Code* (1998) was the culmination of an effort initiated in 1996 by a code development committee appointed by ICC and consisting of representatives of the three statutory members of the International Code Council at that time, including: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The committee drafted a comprehensive set of regulations for existing buildings that was consistent with the existing model property maintenance codes at the time. This 2015 edition presents the code as originally issued, with changes reflected through the previous 2012 edition and further changes developed through the ICC Code Development Process through 2013. A new edition of the code is promulgated every 3 years.

This code is founded on principles intended to establish provisions consistent with the scope of a property maintenance code that adequately protects public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

### Adoption

The International Code Council maintains a copyright in all of its codes and standards. Maintaining copyright allows ICC to fund its mission through sales of books, in both print and electronic formats. The *International Property Maintenance Code* is designed for adoption and use by jurisdictions that recognize and acknowledge the ICC's copyright in the code, and further acknowledge the substantial shared value of the public/private partnership for code development between jurisdictions and the ICC.

The ICC also recognizes the need for jurisdictions to make laws available to the public. All ICC codes and ICC standards, along with the laws of many jurisdictions, are available for free in a non-downloadable form on the ICC's website. Jurisdictions should contact the ICC at [adoptions@icc-safe.org](mailto:adoptions@icc-safe.org) to learn how to adopt and distribute laws based on the *International Property Maintenance Code* in a manner that provides necessary access, while maintaining the ICC's copyright.

## Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change through both the code development cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the International Code Council.

While the development procedure of the *International Property Maintenance Code* ensures the highest degree of care, the ICC, its members and those participating in the development of this code do not accept any liability resulting from compliance or noncompliance with the provisions because the ICC does not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

## Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Committee Action Hearings by the International Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Committee Action Hearings.

The content of sections in this code that begin with a letter designation is maintained by another code development committee in accordance with the following:

- [A] = Administrative Code Development Committee;
- [F] = International Fire Code Development Committee;
- [P] = International Plumbing Code Development Committee;
- [BE] = IBC – Means of Egress Code Development Committee; and
- [BG]= IBC – General Code Development Committee.

For the development of the 2018 edition of the I-Codes, there will be three groups of code development committees and they will meet in separate years. Note that these are tentative groupings.

Group A Codes (Heard in 2015, Code Change Proposals Deadline: January 12, 2015)	Group B Codes (Heard in 2016, Code Change Proposals Deadline: January 11, 2016)	Group C Codes (Heard in 2017, Code Change Proposals Deadline: January 11, 2017)
International Building Code – Fire Safety (Chapters 7, 8, 9, 14, 26) – Means of Egress (Chapters 10, 11, Appendix E) – General (Chapters 2-6, 12, 27-33, Appendices A, B, C, D, K)	Administrative Provisions (Chapter 1 of all codes except IRC and IECC, adminis- trative updates to currently referenced standards, and designated definitions)	International Green Construction Code
International Fuel Gas Code	International Building Code – Structural (Chapters 15-25, Appendices F, G, H, I, J, L, M)	
International Existing Building Code	International Energy Conservation Code	
International Mechanical Code	International Fire Code	
International Plumbing Code	International Residential Code – IRC-B (Chapters 1-10, Appendices E, F, H, J, K, L M, O, R, S, T, U)	
International Private Sewage Disposal Code	International Wildland-Urban Interface Code	
International Property Maintenance Code		
International Residential Code – IRC-Mechanical (Chapters 12-24) – IRC-Plumbing (Chapter 25-33, Appendices G, I, N, P)		
International Swimming Pool and Spa Code		
International Zoning Code		

Note: Proposed changes to the ICC Performance Code will be heard by the Code Development Committee noted in brackets [ ] in the text of the code.

Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees hold code development hearings in different years, it is possible that some proposals for this code will be heard by committees in both the 2015 (Group A) and the 2016 (Group B) code development cycles.

For instance, every section of Chapter 1 of this code is designated as the responsibility of the Administrative Code Development Committee, and that committee is part of the Group B portion of the hearings. This committee will hold its code development hearings in 2016 to consider all code change proposals for Chapter 1 of this code and proposals for Chapter 1 of all I-Codes except the *International Energy Conservation Code*, *International Residential Code* and *ICC Performance Code*. Therefore, any proposals received for Chapter 1 of this code will be assigned to the Administrative Code Development Committee for consideration in 2016.

It is very important that anyone submitting code change proposals understand which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the code development committee responsibilities, please visit the ICC website at [www.iccsafe.org/scoping](http://www.iccsafe.org/scoping).

## Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the 2012 edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a table has been deleted.

A single asterisk [\*] placed in the margin indicates that text or a table has been relocated within the code. A double asterisk [\*\*] placed in the margin indicates that the text or table immediately

following it has been relocated there from elsewhere in the code. The following table indicates such relocations in the 2015 edition of the *International Property Maintenance Code*.

2015 LOCATION	2012 LOCATION
None	None

## Italicized Terms

Selected terms set forth in Chapter 2, Definitions, are italicized where they appear in code text. Such terms are not italicized where the definition set forth in Chapter 2 does not impart the intended meaning in the use of the term. The terms selected have definitions that the user should read carefully to facilitate better understanding of the code.

## EFFECTIVE USE OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

The *International Property Maintenance Code* (IPMC) is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

### Arrangement and Format of the 2015 IPMC

Before applying the requirements of the IPMC it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during an inspection. The IPMC is divided into eight different parts:

Chapters	Subjects
1	Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards

The following is a chapter-by-chapter synopsis of the scope and intent of the provisions of the *International Property Maintenance Code*:

**Chapter 1 Scope and Administration.** This chapter contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining “due process of law” in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that “equal protection under the law” has been provided.

**Chapter 2 Definitions.** All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term’s definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics wherever it appears in the code. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance is provided regarding tense, gender and plurality of defined terms as well as terms not defined in this code.

**Chapter 3 General Requirements.** Chapter 3, “General Requirements,” is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building’s structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter’s provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

**Chapter 4 Light, Ventilation and Occupancy Limitations.** The purpose of Chapter 4 is to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifies occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

**Chapter 5 Plumbing Facilities and Fixture Requirements.** Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

**Chapter 6 Mechanical and Electrical Requirements.** The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumb-waiters.

**Chapter 7 Fire Safety Requirements.** The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building’s occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 7 establishes the minimum requirements for fire safety facilities and fire protection systems, as these are essential fire safety systems.

**Chapter 8 Referenced Standards.** The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.



## LEGISLATION

Jurisdictions wishing to adopt the 2015 *International Property Maintenance Code* as an enforceable regulation governing existing structures and premises should ensure that certain factual information is included in the adopting legislation at the time adoption is being considered by the appropriate governmental body. The following sample adoption legislation addresses several key elements, including the information required for insertion into the code text.

### SAMPLE LEGISLATION FOR ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE ORDINANCE NO. \_\_\_\_\_

A[N] [ORDINANCE/STATUTE/REGULATION] of the [JURISDICTION] adopting the 2015 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the [JURISDICTION]; providing for the issuance of permits and collection of fees therefor; repealing [ORDINANCE/STATUTE/REGULATION] No. \_\_\_\_\_ of the [JURISDICTION] and all other ordinances or parts of laws in conflict therewith.

The [GOVERNING BODY] of the [JURISDICTION] does ordain as follows:

**Section 1.** That a certain document, three (3) copies of which are on file in the office of the [TITLE OF JURISDICTION'S KEEPER OF RECORDS] of [NAME OF JURISDICTION], being marked and designated as the *International Property Maintenance Code*, 2015 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the [JURISDICTION], in the State of [STATE NAME] for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the [JURISDICTION] are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**Section 2.** The following sections are hereby revised:

Section 101.1. Insert: [NAME OF JURISDICTION]

Section 103.5. Insert: [APPROPRIATE SCHEDULE]

Section 112.4. Insert: [DOLLAR AMOUNT IN TWO LOCATIONS]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

**Section 3.** That [ORDINANCE/STATUTE/REGULATION] No. \_\_\_\_\_ of [JURISDICTION] entitled [FILL IN HERE THE COMPLETE TITLE OF THE LEGISLATION OR LAWS IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION] and all other ordinances or parts of laws in conflict herewith are hereby repealed.

**Section 4.** That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The [GOVERNING BODY] hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 5.** That nothing in this legislation or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired

or existing, under any act or ordinance hereby repealed as cited in Section 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

**Section 6.** That the [JURISDICTION'S KEEPER OF RECORDS] is hereby ordered and directed to cause this legislation to be published. (An additional provision may be required to direct the number of times the legislation is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

**Section 7.** That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect [TIME PERIOD] from and after the date of its final passage and adoption.

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## CHAPTER 1

## SCOPE AND ADMINISTRATION

## PART 1 — SCOPE AND APPLICATION

SECTION 101  
GENERAL

[A] 101.1 **Title.** These regulations shall be known as the *International Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as "this code."

[A] 101.2 **Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, an owner's authorized agent, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] 101.3 **Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] 101.4 **Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102  
APPLICABILITY

[A] 102.1 **General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

[A] 102.2 **Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, owner's authorized agent, *operator* or *occupant* shall cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not

intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner's* authorized agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] 102.3 **Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Existing Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] 102.4 **Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and insanitary.

[A] 102.5 **Workmanship.** Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

[A] 102.6 **Historic buildings.** The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] 102.7 **Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

**Exception:** Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] 102.7.1 **Conflicts.** Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] 102.7.2 **Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.8 **Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the pub-

## SCOPE AND ADMINISTRATION

lic safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] 102.9 **Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.10 **Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

## PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103  
DEPARTMENT OF PROPERTY  
MAINTENANCE INSPECTION

[A] 103.1 **General.** The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

[A] 103.2 **Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] 103.3 **Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

[A] 103.4 **Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

[A] 103.4.1 **Legal defense.** Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 103.5 **Fees.** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

SECTION 104  
DUTIES AND POWERS OF THE CODE OFFICIAL

[A] 104.1 **General.** The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to

clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 104.2 **Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 104.3 **Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the *structure* or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such *structure* or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, *owner's* authorized agent or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] 104.4 **Identification.** The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] 104.5 **Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] 104.6 **Department records.** The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 105  
APPROVAL

[A] 105.1 **Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* authorized agent, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] 105.2 **Alternative materials, methods and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided

## SCOPE AND ADMINISTRATION

including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

[A] **109.3 Closing streets.** When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

[A] **109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

[A] **109.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* or *owner's* authorized agent where the unsafe structure is or was located for the recovery of such costs.

[A] **109.6 Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110  
DEMOLITION

[A] **110.1 General.** The *code official* shall order the *owner* or *owner's* authorized agent of any *premises* upon which is located any structure, which in the *code official's* or *owner's* authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* or *owner's* authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

[A] **110.2 Notices and orders.** Notices and orders shall comply with Section 107.

[A] **110.3 Failure to comply.** If the *owner* of a *premises* or *owner's* authorized agent fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **110.4 Salvage materials.** When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111  
MEANS OF APPEAL

[A] **111.1 Application for appeal.** Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] **111.2 Membership of board.** The board of appeals shall consist of not less than three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

[A] **111.2.1 Alternate members.** The chief appointing authority shall appoint not less than two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

[A] **111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.

[A] **111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[A] **111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

[A] **111.2.5 Compensation of members.** Compensation of members shall be determined by law.

[A] **111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

[A] **111.4 Open hearing.** Hearings before the board shall be open to the public. The appellant, the appellant's representa-

tive, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two-thirds of the board membership.

[A] 111.4.1 **Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

[A] 111.5 **Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

[A] 111.6 **Board decision.** The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

[A] 111.6.1 **Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

[A] 111.6.2 **Administration.** The *code official* shall take immediate action in accordance with the decision of the board.

[A] 111.7 **Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] 111.8 **Stays of enforcement.** Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

## SECTION 112 STOP WORK ORDER

[A] 112.1 **Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] 112.2 **Issuance.** A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] 112.3 **Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] 112.4 **Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to

remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.



## CHAPTER 2

# DEFINITIONS

### SECTION 201 GENERAL

**201.1 Scope.** Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

**201.2 Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

**201.5 Parts.** Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

### SECTION 202 GENERAL DEFINITIONS

**ANCHORED.** Secured in a manner that provides positive connection.

**[A] APPROVED.** Acceptable to the *code official*.

**BASEMENT.** That portion of a building which is partly or completely below grade.

**BATHROOM.** A room containing plumbing fixtures including a bathtub or shower.

**BEDROOM.** Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

**[A] CODE OFFICIAL.** The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

**CONDEMN.** To adjudge unfit for *occupancy*.

**COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS.** The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such

as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

**DETACHED.** When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

**DETERIORATION.** To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

**[BG] DWELLING UNIT.** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**[Z] EASEMENT.** That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

**EQUIPMENT SUPPORT.** Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

**EXTERIOR PROPERTY.** The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

**GARBAGE.** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

**[BE] GUARD.** A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

**[BG] HABITABLE SPACE.** Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

**HISTORIC BUILDING.** Any building or structure that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.

## DEFINITIONS

3. Certified as a contributing resource within a National Register or state or locally designated historic district.

**HOUSEKEEPING UNIT.** A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

**IMMINENT DANGER.** A condition which could cause serious or life-threatening injury or death at any time.

**INFESTATION.** The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

**INOPERABLE MOTOR VEHICLE.** A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

**[A] LABELED.** Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

**LET FOR OCCUPANCY or LET.** To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

**NEGLECT.** The lack of proper maintenance for a building or *structure*.

**[A] OCCUPANCY.** The purpose for which a building or portion thereof is utilized or occupied.

**OCCUPANT.** Any individual living or sleeping in a building, or having possession of a space within a building.

**OPENABLE AREA.** That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

**OPERATOR.** Any person who has charge, care or control of a structure or *premises* which is let or offered for *occupancy*.

**[A] OWNER.** Any person, agent, *operator*, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**PERSON.** An individual, corporation, partnership or any other group acting as a unit.

**PEST ELIMINATION.** The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

**[A] PREMISES.** A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

**[A] PUBLIC WAY.** Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

**ROOMING HOUSE.** A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

**ROOMING UNIT.** Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

**RUBBISH.** Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

**[BG] SLEEPING UNIT.** A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

**STRICT LIABILITY OFFENSE.** An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

**[A] STRUCTURE.** That which is built or constructed or a portion thereof.

**TENANT.** A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

**TOILET ROOM.** A room containing a water closet or urinal but not a bathtub or shower.

**ULTIMATE DEFORMATION.** The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

**[M] VENTILATION.** The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

**WORKMANLIKE.** Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

**[Z] YARD.** An open space on the same lot with a structure.

## CHAPTER 3

# GENERAL REQUIREMENTS

### SECTION 301 GENERAL

**301.1 Scope.** The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

**301.2 Responsibility.** The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* which they occupy and control.

**301.3 Vacant structures and land.** Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

### SECTION 302 EXTERIOR PROPERTY AREAS

**302.1 Sanitation.** *Exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* that such *occupant* occupies or controls in a clean and sanitary condition.

**302.2 Grading and drainage.** *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

*Exception:* *Approved* retention areas and reservoirs.

**302.3 Sidewalks and driveways.** Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

**302.4 Weeds.** *Premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of [JURISDICTION TO INSERT HEIGHT IN INCHES]. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of viola-

tion, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

**302.5 Rodent harborage.** Structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

**302.6 Exhaust vents.** Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

**302.7 Accessory structures.** Accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

**302.8 Motor vehicles.** Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

*Exception:* A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

**302.9 Defacement of property.** No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

### SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

**303.1 Swimming pools.** Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

**303.2 Enclosures.** Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is not less than 54 inches (1372 mm) above the bottom of the

## GENERAL REQUIREMENTS

gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

**Exception:** Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

### SECTION 304 EXTERIOR STRUCTURE

**304.1 General.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

**304.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

**Exceptions:**

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

**304.2 Protective treatment.** Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

**[F] 304.3 Premises identification.** Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

**304.4 Structural members.** Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

**304.5 Foundation walls.** Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

**304.6 Exterior walls.** Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weathertight and properly surface coated where required to prevent *deterioration*.

**304.7 Roofs and drainage.** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

**304.8 Decorative features.** Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

**304.9 Overhang extensions.** Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

**304.10 Stairways, decks, porches and balconies.** Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

**304.11 Chimneys and towers.** Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

**304.12 Handrails and guards.** Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

**304.13 Window, skylight and door frames.** Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

**304.13.1 Glazing.** Glazing materials shall be maintained free from cracks and holes.

**304.13.2 Openable windows.** Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

**304.14 Insect screens.** During the period from [DATE] to [DATE], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be

included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

**Exception:** Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

**304.15 Doors.** Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

**304.16 Basement hatchways.** Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

**304.17 Guards for basement windows.** Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

**304.18 Building security.** Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

**304.18.1 Doors.** Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

**304.18.2 Windows.** Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

**304.18.3 Basement hatchways.** *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

**304.19 Gates.** Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

## SECTION 305 INTERIOR STRUCTURE

**305.1 General.** The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of

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the structure that they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house*, *housekeeping units*, a hotel, a dormitory, two or more *dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

**305.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

**Exceptions:**

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

**305.2 Structural members.** Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

**305.3 Interior surfaces.** Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

**305.4 Stairs and walking surfaces.** Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

**305.5 Handrails and guards.** Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

**305.6 Interior doors.** Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs,

headers or tracks as intended by the manufacturer of the attachment hardware.

## SECTION 306 COMPONENT SERVICEABILITY

**306.1 General.** The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

**306.1.1 Unsafe conditions.** Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
  - 1.1. Collapse of footing or foundation system;
  - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
  - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
  - 1.4. Inadequate soil as determined by a geotechnical investigation;
  - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
  - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
  - 2.1. *Deterioration*;
  - 2.2. *Ultimate deformation*;
  - 2.3. Fractures;
  - 2.4. Fissures;
  - 2.5. Spalling;
  - 2.6. Exposed reinforcement; or
  - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
  - 3.1. *Deterioration*;
  - 3.2. Corrosion;
  - 3.3. Elastic deformation;
  - 3.4. *Ultimate deformation*;
  - 3.5. Stress or strain cracks;
  - 3.6. Joint fatigue; or
  - 3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:
  - 4.1. *Deterioration*;
  - 4.2. *Ultimate deformation*;
  - 4.3. Fractures in masonry or mortar joints;
  - 4.4. Fissures in masonry or mortar joints;
  - 4.5. Spalling;
  - 4.6. Exposed reinforcement; or
  - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
  - 5.1. *Deterioration*;
  - 5.2. Elastic deformation;
  - 5.3. *Ultimate deformation*;
  - 5.4. Metal fatigue; or
  - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
  - 6.1. *Ultimate deformation*;
  - 6.2. *Deterioration*;
  - 6.3. Damage from insects, rodents and other vermin;
  - 6.4. Fire damage beyond charring;
  - 6.5. Significant splits and checks;
  - 6.6. Horizontal shear cracks;
  - 6.7. Vertical shear cracks;
  - 6.8. Inadequate support;
  - 6.9. *Detached*, dislodged or failing connections; or
  - 6.10. Excessive cutting and notching.

**Exceptions:**

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

### SECTION 307 HANDRAILS AND GUARDRAILS

**307.1 General.** Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall be not less than 30 inches (762 mm) in height above the

floor of the landing, balcony, porch, deck, or ramp or other walking surface.

**Exception:** *Guards* shall not be required where exempted by the adopted building code.

### SECTION 308 RUBBISH AND GARBAGE

**308.1 Accumulation of rubbish or garbage.** *Exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

**308.2 Disposal of rubbish.** Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

**308.2.1 Rubbish storage facilities.** The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

**308.2.2 Refrigerators.** Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

**308.3 Disposal of garbage.** Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

**308.3.1 Garbage facilities.** The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

**308.3.2 Containers.** The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

### SECTION 309 PEST ELIMINATION

**309.1 Infestation.** Structures shall be kept free from insect and rodent *infestation*. Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

**309.2 Owner.** The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

**309.3 Single occupant.** The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential structure shall be responsible for pest elimination on the *premises*.

**309.4 Multiple occupancy.** The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a

## GENERAL REQUIREMENTS

*rooming house* or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

**309.5 Occupant.** The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

**Exception:** Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for pest elimination.

## CHAPTER 4

## LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401  
GENERAL

**401.1 Scope.** The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

**401.2 Responsibility.** The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

**401.3 Alternative devices.** In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402  
LIGHT

**402.1 Habitable spaces.** Every *habitable space* shall have not less than one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

**Exception:** Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m<sup>2</sup>). The exterior glazing area shall be based on the total floor area being served.

**402.2 Common halls and stairways.** Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m<sup>2</sup>) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

**402.3 Other spaces.** All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403  
VENTILATION

**403.1 Habitable spaces.** Every *habitable space* shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

**Exception:** Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m<sup>2</sup>). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

**403.2 Bathrooms and toilet rooms.** Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

**403.3 Cooking facilities.** Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

**Exceptions:**

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

**403.4 Process ventilation.** Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

**403.5 Clothes dryer exhaust.** Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

**Exception:** Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404  
OCCUPANCY LIMITATIONS

**404.1 Privacy.** *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

## LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

**404.2 Minimum room widths.** A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

**404.3 Minimum ceiling heights.** *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

**Exceptions:**

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

**404.4 Bedroom and living room requirements.** Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

**404.4.1 Room area.** Every living room shall contain not less than 120 square feet (11.2 m<sup>2</sup>) and every bedroom shall contain not less than 70 square feet (6.5 m<sup>2</sup>) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m<sup>2</sup>) of floor area for each occupant thereof.

**404.4.2 Access from bedrooms.** *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

**Exception:** Units that contain fewer than two *bedrooms*.

**404.4.3 Water closet accessibility.** Every *bedroom* shall have access to not less than one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to not less than one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

**404.4.4 Prohibited occupancy.** Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

**404.4.5 Other requirements.** *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities require-

ments of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

**404.5 Overcrowding.** Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5  
MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room <sup>a, b</sup>	120	120	150
Dining room <sup>a, b</sup>	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.0929 m<sup>2</sup>.

- a. See Section 404.5.2 for combined living room/dining room spaces.
- b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

**404.5.1 Sleeping area.** The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

**404.5.2 Combined spaces.** Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

**404.6 Efficiency unit.** Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m<sup>2</sup>). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m<sup>2</sup>). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m<sup>2</sup>). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

**404.7 Food preparation.** All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

## CHAPTER 5

## PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501  
GENERAL

**501.1 Scope.** The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

**501.2 Responsibility.** The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* that does not comply with the requirements of this chapter.

SECTION 502  
REQUIRED FACILITIES

**[P] 502.1 Dwelling units.** Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

**[P] 502.2 Rooming houses.** Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

**[P] 502.3 Hotels.** Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 *occupants*.

**[P] 502.4 Employees' facilities.** Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

**[P] 502.4.1 Drinking facilities.** Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

**[P] 502.5 Public toilet facilities.** Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503  
TOILET ROOMS

**[P] 503.1 Privacy.** *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking

device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

**[P] 503.2 Location.** *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

**[P] 503.3 Location of employee toilet facilities.** Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

**Exception:** Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

**[P] 503.4 Floor surface.** In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504  
PLUMBING SYSTEMS AND FIXTURES

**[P] 504.1 General.** Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

**[P] 504.2 Fixture clearances.** Plumbing fixtures shall have adequate clearances for usage and cleaning.

**[P] 504.3 Plumbing system hazards.** Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505  
WATER SYSTEM

**505.1 General.** Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied

that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons the alternative was not *approved*.

[A] **105.3 Required testing.** Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

[A] **105.3.1 Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

[A] **105.3.2 Test reports.** Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] **105.4 Used material and equipment.** The use of used materials that meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] **105.5 Approved materials and equipment.** Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] **105.6 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

## SECTION 106 VIOLATIONS

[A] **106.1 Unlawful acts.** It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] **106.2 Notice of violation.** The *code official* shall serve a notice of violation or order in accordance with Section 107.

[A] **106.3 Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to

require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **106.4 Violation penalties.** Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[A] **106.5 Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

## SECTION 107 NOTICES AND ORDERS

[A] **107.1 Notice to person responsible.** Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

[A] **107.2 Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

[A] **107.3 Method of service.** Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

## SCOPE AND ADMINISTRATION

[A] 107.4 **Unauthorized tampering.** Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

[A] 107.5 **Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

[A] 107.6 **Transfer of ownership.** It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

## SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

[A] 108.1 **General.** When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

[A] 108.1.1 **Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[A] 108.1.2 **Unsafe equipment.** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

[A] 108.1.3 **Structure unfit for human occupancy.** A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

[A] 108.1.4 **Unlawful structure.** An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

[A] 108.1.5 **Dangerous structure or premises.** For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

[A] 108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* or *owner's* authorized agent to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

[A] 108.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* or *owner's* authorized agent and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner*, *owner's* authorized agent or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

[A] 108.3 Notice. Whenever the *code official* has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner*, *owner's* authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

[A] 108.4 Placarding. Upon failure of the *owner*, *owner's* authorized agent or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

[A] 108.4.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

[A] 108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner*, *owner's* authorized agent or person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

[A] 108.6 Abatement methods. The *owner*, *owner's* authorized agent, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

[A] 108.7 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

## SECTION 109 EMERGENCY MEASURES

[A] 109.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code Official*." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

[A] 109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done,

## PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] **505.2 Contamination.** The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

**505.3 Supply.** The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

**505.4 Water heating facilities.** Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

### SECTION 506 SANITARY DRAINAGE SYSTEM

[P] **506.1 General.** Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] **506.2 Maintenance.** Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] **506.3 Grease interceptors.** Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

### SECTION 507 STORM DRAINAGE

[P] **507.1 General.** Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

## CHAPTER 6

## MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601  
GENERAL

**601.1 Scope.** The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

**601.2 Responsibility.** The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that does not comply with the requirements of this chapter.

SECTION 602  
HEATING FACILITIES

**602.1 Facilities required.** Heating facilities shall be provided in structures as required by this section.

**602.2 Residential occupancies.** Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

**Exception:** In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

**602.3 Heat supply.** Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

**Exceptions:**

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

**602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

**Exceptions:**

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

**602.5 Room temperature measurement.** The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603  
MECHANICAL EQUIPMENT

**603.1 Mechanical appliances.** Mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

**603.2 Removal of combustion products.** Fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

**Exception:** Fuel-burning equipment and appliances that are *labeled* for unvented operation.

**603.3 Clearances.** Required clearances to combustible materials shall be maintained.

**603.4 Safety controls.** Safety controls for fuel-burning equipment shall be maintained in effective operation.

**603.5 Combustion air.** A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

**603.6 Energy conservation devices.** Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604  
ELECTRICAL FACILITIES

**604.1 Facilities required.** Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

## MECHANICAL AND ELECTRICAL REQUIREMENTS

**604.2 Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

**604.3 Electrical system hazards.** Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

**604.3.1 Abatement of electrical hazards associated with water exposure.** The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

**604.3.1.1 Electrical equipment.** Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

**Exception:** The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;

15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

**604.3.2 Abatement of electrical hazards associated with fire exposure.** The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

**604.3.2.1 Electrical equipment.** Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

**Exception:** Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

## SECTION 605 ELECTRICAL EQUIPMENT

**605.1 Installation.** Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

**605.2 Receptacles.** Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

**605.3 Luminaires.** Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

**605.4 Wiring.** Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

## SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

**606.1 General.** Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumb-

waiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

**606.2 Elevators.** In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

**Exception:** Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

## SECTION 607 DUCT SYSTEMS

**607.1 General.** Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.



## CHAPTER 7

# FIRE SAFETY REQUIREMENTS

### SECTION 701 GENERAL

**701.1 Scope.** The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

**701.2 Responsibility.** The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

### SECTION 702 MEANS OF EGRESS

**[F] 702.1 General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

**[F] 702.2 Aisles.** The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

**[F] 702.3 Locked doors.** Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

**[F] 702.4 Emergency escape openings.** Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

### SECTION 703 FIRE-RESISTANCE RATINGS

**[F] 703.1 Fire-resistance-rated assemblies.** The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

**[F] 703.2 Opening protectives.** Required opening protectives shall be maintained in an operative condition. Fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

### SECTION 704 FIRE PROTECTION SYSTEMS

**[F] 704.1 General.** Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

**[F] 704.1.1 Automatic sprinkler systems.** Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

**[F] 704.1.2 Fire department connection.** Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

**[F] 704.2 Single- and multiple-station smoke alarms.** Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

**[F] 704.2.1 Where required.** Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3.

#### Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

**[F] 704.2.1.1 Group R-1.** Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the *means of egress* from the sleeping area to the door leading from the *sleeping unit*.

## FIRE SAFETY REQUIREMENTS

3. In each story within the *sleeping unit*, including basements. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.2.1.2 **Groups R-2, R-3, R-4 and I-1.** Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including basements but not including crawl spaces and uninhabitable attics. In *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.2.1.3 **Installation near cooking appliances.** Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.2.1.1 or 704.2.1.2.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 mm) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

[F] 704.2.1.4 **Installation near bathrooms.** Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.2.1.1 or 704.2.1.2.

[F] 704.2.2 **Interconnection.** Where more than one smoke alarm is required to be installed within an individual *dwelling* or *sleeping unit*, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

**Exceptions:**

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind.

2. Smoke alarms in existing areas are not required to be interconnected where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

[F] 704.2.3 **Power source.** Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over-current protection.

**Exceptions:**

1. Smoke alarms are permitted to be solely battery operated in existing buildings where no construction is taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing *alterations* or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

[F] 704.2.4 **Smoke detection system.** Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the *International Fire Code*.

## CHAPTER 8 REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

### ASME

American Society of Mechanical Engineers  
Three Park Avenue  
New York, NY 10016-5990

Standard reference number	Title	Referenced in code section number
ASME A17.1/CSA B44—2013	Safety Code for Elevators and Escalators . . . . .	606.1

### ASTM

ASTM International  
100 Barr Harbor Drive  
West Conshohocken, PA 19428-2959

Standard reference number	Title	Referenced in code section number
F 1346—91 (2010)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs . . . . .	303.2

### ICC

International Code Council  
500 New Jersey Avenue, NW  
6th Floor  
Washington, DC 20001

Standard reference number	Title	Referenced in code section number
IBC—15	International Building Code® . . . . .	102.3, 201.3, 401.3, 702.3
IEBC—15	International Existing Building Code® . . . . .	305.1.1, 306.1.1
IFC—15	International Fire Code® . . . . .	201.3, 604.3.1.1, 604.3.2.1, 702.1, 702.2, 704.1, 704.2
IFGC—15	International Fuel Gas Code® . . . . .	102.3
IMC—15	International Mechanical Code® . . . . .	102.3, 201.3
IPC—15	International Plumbing Code® . . . . .	201.3, 505.1, 602.2, 602.3
IRC—15	International Residential Code® . . . . .	201.3
IZC—15	International Zoning Code® . . . . .	102.3, 201.3

### NFPA

National Fire Protection Association  
1 Batterymarch Park  
Quincy, MA 02269

Standard reference number	Title	Referenced in code section number
25—14	Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems . . . . .	704.1.1
70—14	National Electrical Code . . . . .	102.4, 201.3, 604.2



## APPENDIX A

# BOARDING STANDARD

*The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.*

### A101 GENERAL

**A101.1 General.** Windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

with screws and nails alternating every 6 inches (152 mm) on center.

**A103.5 Doors.** Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

### A102 MATERIALS

**A102.1 Boarding sheet material.** Boarding sheet material shall be minimum  $\frac{1}{2}$ -inch-thick (12.7 mm) wood structural panels complying with the *International Building Code*.

**A102.2 Boarding framing material.** Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

**A102.3 Boarding fasteners.** Boarding fasteners shall be minimum  $\frac{3}{8}$ -inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

### A104 REFERENCED STANDARD

IBC—12 International Building Code

A102.1,  
A102.2, A102.3

### A103 INSTALLATION

**A103.1 Boarding installation.** The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

**A103.2 Boarding sheet material.** The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

**A103.3 Windows.** The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be pre-drilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

**A103.4 Door walls.** The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured

APPENDIX A

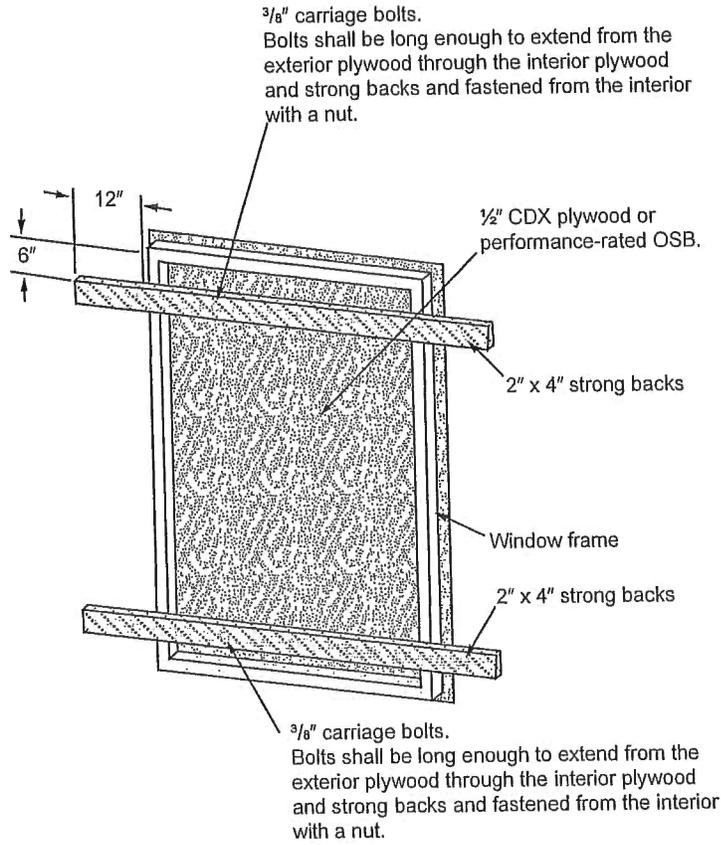


FIGURE A103.1(1)  
BOARDING OF DOOR OR WINDOW

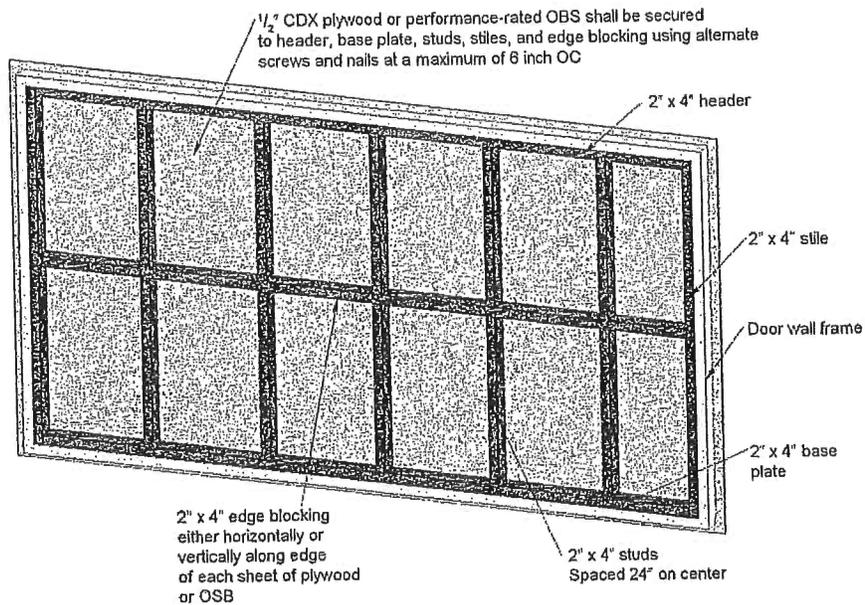


FIGURE A103.1(2)  
BOARDING OF DOOR WALL

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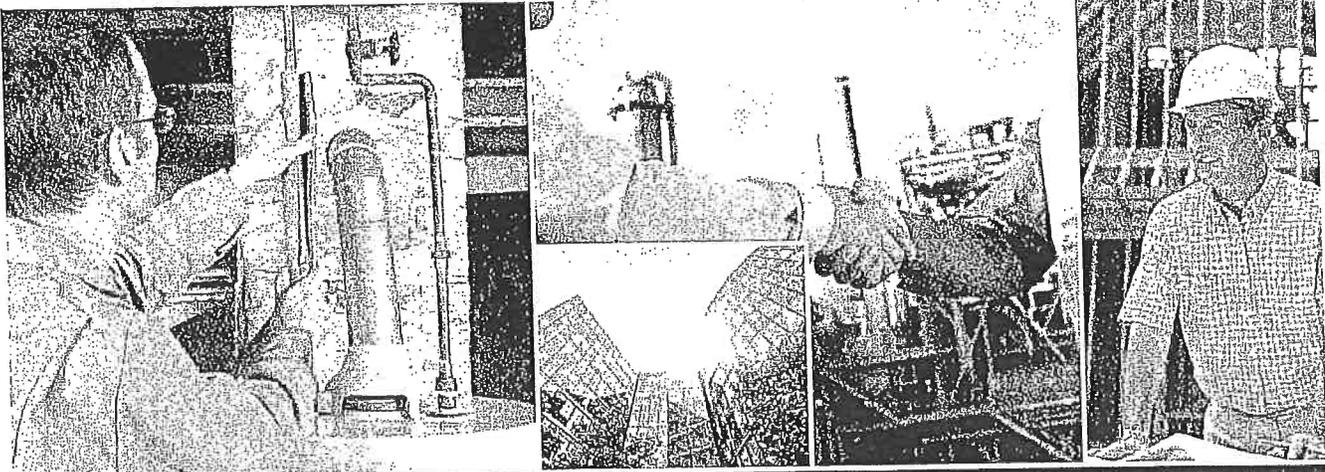
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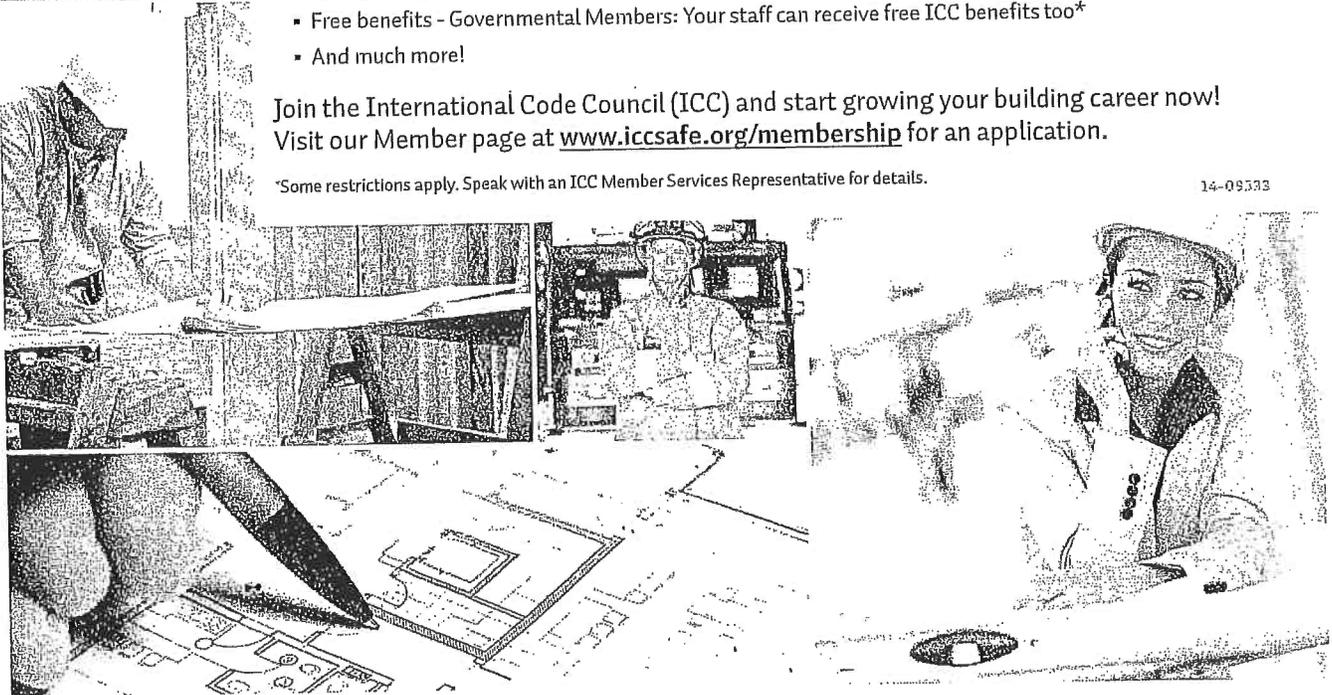
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14-09333





## DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 10, 2019

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

RECEIVED  
SEP 10 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE REPEALING SECTION 1 OF FILE OF THE COUNCIL NO. 12, 2018 OF THE CITY OF SCRANTON AND ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH AND ADOPTING THE 2015 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS, AND STRUCTURES, BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE, AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF SCRANTON; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR AND AMENDING SECTION 4 OF FILE OF THE COUNCIL NO. 64 OF 2014 TO REDUCE THE FEE TO FILE AN APPEAL WITH THE HOUSING BOARD OF APPEALS BASED UPON THE TYPE OF MATTER AT ISSUE AND TO PROMOTE RESOLUTIONS OF APPEALS BEFORE PROCEEDING TO HEARING.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. \_\_\_\_\_

AN ORDINANCE

2019

**AMENDING FILE OF THE COUNCIL NO. 64, 2014, AN ORDINANCE (AS AMENDED) ENTITLED "AN ORDINANCE ADOPTING THE QUALITY OF LIFE AND VIOLATIONS TICKET PROCESS IN THE CITY OF SCRANTON" TO BE AMENDED IN SECTION 3 BY DELETING NUMBERS 1 THROUGH 7, 20, 21, 25, 26, 28 AND 29 TO REMOVE VIOLATIONS AND IN SECTION 9 TO REDUCE FINES FOR CERTAIN VIOLATIONS AND IN SECTION 10 TO REDUCE THE AMOUNT OF CITATION FINES FOR VIOLATIONS.**

**WHEREAS**, the City of Scranton adopted File of the Council 64, 2014 to implement a Quality of Life Program to help combat blight and preserve the life, health, sanitation, safety, and aesthetic value for the City of Scranton and its residents and business owners; and

**WHEREAS**, certain Quality of Life violations are duplicative and ineffective in addressing the above goals; and

**WHEREAS**, the amount of fine and citation fees should be reduced to limit resulting appeals and litigation.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON** that File of the Council No. 64, 2014 An Ordinance (as Amended) be Amended to include the following new violations and fines and penalties to the Property Maintenance Rules and Regulations of the Quality of Life and Violations Ticket Process for the City of Scranton:

**SECTION 3.** Section 3, entitled Quality of Life Violations of File of the Council No. 64, 2014, (as Amended), is hereby amended and replaced in its entirety to read:

1. **Accumulation of Rubbish or Garbage.** All exterior property and premises, and the interior of every structure, shall be free from any accumulation of waste, trash, rubbish, or garbage.
2. **Animal Maintenance and Waste/Feces Clean-Up.** People owning, harboring, or keeping an animal within the City of Scranton shall not permit any waste matter/feces from the animal to collect and remain on the property so as to cause or create an unhealthy, unsanitary, dangerous, or offensive living condition. All waste from animals must be cleaned up on a daily basis.
3. **Disposal of Rubbish or Garbage/Dumping.** Improper disposal of rubbish or garbage, or dumping or disposing of rubbish or garbage on vacant, unoccupied, or other property.
4. **High Weeds, Grass or Plant Growth.** All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation. Cultivated flowers, gardens, trees, and shrubs shall not be included as a violation of this Part.
5. **Littering or Scattering Rubbish.** No person shall throw, dump, place, sweep, or dispose of any waste, trash, garbage, or rubbish upon any public sidewalk, alley, street, bridge, public passageway, public parking area, or on any public property.

6. **Motor Vehicles.** It shall be unlawful to store, park, or place any unregistered, uninspected, inoperative, unlicensed, or nuisance motor vehicle on any premises. No vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth
7. **Outside Placement of Indoor Appliances/Furniture.** It is prohibited to store or place any/all appliances or furniture including, but not limited to ranges, refrigerators, air conditioners, ovens, washers, dryers, microwaves, dishwashers, mattresses, recliners, sofas, interior chairs, or interior tables on the exterior of any property for the purpose of sale or any other reason, except for the temporary purpose to perform maintenance on said property. If maintenance is being performed, or if the items are actively being sold in a yard sale, the items shall not be left unattended.
8. **Ownership Presumption of Waste, Trash, and/or Recyclables for Illegal Dumping and Illegal Hauling.** It shall be the responsibility of every owner and/or occupant to dispose of their waste, trash, or recyclables in a proper manner. Any business or person who is unable to show proof that they have legally disposed of any waste, trash, or recyclables will be in violation of this Part. Should any person or business use an unlicensed hauler to dispose of their waste, trash, or recyclables, said person or business shall be in violation of this Part. Upon request of the Public Officer, any owner or occupant must show proof of their appropriate trash and/or recyclable hauler. Any parts found within a municipal waste container, recycling container, garbage bag, or loose trash/waste displaying the name and/or address of a person and/or persons, that trash or waste shall be presumed to be the property of such person and/or persons. It shall be unlawful for any person, business, partnership, or entity to remove or haul waste, trash, or recyclables without the proper approval or license. Any waste, trash, or recyclables found not to be disposed of in accordance with this Part will be a violation of this Part.
9. **Placement or Littering by Private Advertising Matter.** No person shall throw, place, sweep, or dispose of litter or private advertising matter upon any public sidewalk, alley, street, bridge, public passageway, public parking area, or any public property. No person, group, organization, or entity will hang, place, or advertise on any public property in any manner. No person, group, organization, or entity will hang, place, or advertise on any property that they do not have any ownership rights to without the written approval of said owner.
10. **Snow and Ice Removal from Sidewalks.** Every owner, tenant, occupant, lessee, property agent, or any other person who is responsible for any property within the City of Scranton, is required to remove any snow or ice from their sidewalk within twenty-four (24) hours of the cessation of said snow and ice falling. Furthermore, they must create a path, free from any snow or ice, of three (3) feet on said sidewalk. Should any property be a place of business within the City of Scranton, all snow and ice must be removed within four (4) hours of the cessation of said snow and ice falling. Any property that is deemed a business must have the entire sidewalk free from any snow and ice. If and/or when the snow and/or ice cessation happens during the hours of darkness, the time limit of removal of all snow and ice begins at daybreak.
11. **Storage Containers for Waste or Trash.** The owner of every premises shall supply approved containers for waste /trash, as well as be responsible for the removal of rubbish. All containers that store waste or trash shall be durable, water tight, and made of metal or plastic. Containers must have tight fitting covers, and must be kept clean and odor free at all times. All containers must be stored in the rear of every property so said containers are not visible from the public right-of-way. Waste/trash containers may only be placed in front of any property when darkness occurs the night before the day of the scheduled waste/trash pick -up day. Once the licensed hauler removes the waste/trash from any property, all containers must be returned to the rear of any property before daybreak on the day following

pick-up. (Example: Jim Smith's trash collection day is Wednesday. Jim Smith may place his trash containers out front of his property on Tuesday night, once night falls. Jim Smith must place his trash containers in the rear of his yard before daybreak, on Thursday morning.)

12. **Storing of Recyclables.** It shall be the responsibility of the owner of all residential, commercial, and industrial property to ensure storage, collection, and disposal of all recyclables from their property in such a manner not to create a public nuisance. Storage of recyclables is only allowed in approved containers, which must be kept clean and sanitary at all times.
13. **Shrubs and Bushes.** Bushes and shrubs on all premises and exterior property shall be maintained and kept in good order.
14. **Dangerous Trees.** Any tree that is considered dangerous and unsafe to the public by the office of Licensing, Inspections & Permits or the City Forester, due to overgrowth, instability, infestation, harmful insects or a dead tree.
15. **Commercial/Junk Vehicles in a Residential Area.** No commercial/junk vehicles shall be parked or stored in a residential district as defined in the City of Scranton Zoning Ordinance #74 of 1993.
16. **Defacement of Property.** No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.
  - It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

**SECTION 9. Fines and Penalties.** As amended, is hereby amended and replaced in its entirety to read:

- A. Any person who violates this Part shall pay a fine as set forth herein for each offense, plus all direct and indirect costs incurred by the City for the cleanup and abatement of the violation.

Violation	Description	Fine	Payment Due
QOL-001	Accumulation of rubbish or garbage	\$25.00	48 HOURS
QOL-002	Animal maintenance and waste/feces clean-up	\$25.00	48 HOURS
QOL-003	Disposal of rubbish or garbage. Dumping	\$25.00	48 HOURS
QOL-004	High weeds, grass or plant growth	\$25.00	48 HOURS
QOL-005	Littering or scattering rubbish	\$25.00	48 HOURS
QOL-006	Motor vehicles	\$25.00	48 HOURS
QOL-007	Outside placement of indoor appliances/furniture	\$25.00	48 HOURS
QOL-008	Ownership presumption of waste, trash and/or recyclables for illegal dumping and illegal hauling	\$25.00	48 HOURS
QOL-009	Placement of littering by private advertising matter	\$25.00	48 HOURS

QOL-010	Snow and ice removal from sidewalks	\$25.00	48 HOURS
QOL-011	Storage Containers for Waste or Trash	\$25.00	48 HOURS
QOL-012	Storing of recyclables	\$25.00	48 HOURS
QOL-013	Shrubs and Bushes	\$25.00	48 HOURS

QOL-014	Dangerous Trees	\$25.00	48 HOURS
QOL-015	Commercial/Junk Vehicles in a Residential Area	\$50.00	48 HOURS
QOL-016	Defacement of Property	\$25.00	48 HOURS

- B. Failure to remit payment within the time frame listed above, shall result in a late fee being imposed in the amount of ten (10%) percent of the ticket amount per day up to ten (10) days.
- C. Failure of the person to make payment within ten (10) days of the date of a violation ticket shall result in the filing of a citation, for failure to pay, with the Magisterial District Judge.
- D. If violations are continuous or egregious, Code Officials have the right to issue citations without first issuing tickets, provided notice has been given.

**SECTION 10.**      **Citation Fines.** is hereby amended and replaced in its entirety to read:

Any person, firm, or corporation who shall fail, neglect, or refuse to comply with any of the terms or provisions of this Part, or of any regulation or requirement pursuant hereto and authorized hereby shall, upon conviction before the Magisterial District Judge, be ordered to pay a fine of not less than one hundred fifty (\$150.00) dollars, and not more than one thousand (\$1,000.00) dollars on each offense, or imprisoned no more than ninety (90) days, or both.

**SECTION 11.**      **Restitution, Costs and Attorneys' Fees.**

The Magisterial District Judge may order the violator to make restitution where appropriate, to pay the City's costs of collection/citation proceedings, and to pay the City's reasonable Attorneys' Fees associated with the prosecution of the same.

**SECTION 12.**      **Severability.**

All relevant Ordinances, regulations, and policies of the City of Scranton, Pennsylvania not amended shall remain in full force and effect.

**SECTION 13.** Any Ordinance or part of an Ordinance conflicting with the provisions of this Ordinance shall be subordinate to this Ordinance to the extent of such conflict and the language contained in the Ordinance shall control.

**SECTION 14.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes & intent of this ordinance, & the effective administration thereof.

**SECTION 15.** This Ordinance shall be effective immediately upon approval.

**SECTION 16.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



## DEPARTMENT OF LAW

PENNSYLVANIA

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 10, 2019

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

RECEIVED  
SEP 10 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 64, 2014, AN ORDINANCE (AS AMENDED) ENTITLED "AN ORDINANCE ADOPTING THE QUALITY OF LIFE AND VIOLATIONS TICKET PROCESS IN THE CITY OF SCRANTON" TO BE AMENDED IN SECTION 3 BY DELETING NUMBERS 1 THROUGH 7, 20, 21, 25, 26, 28 AND 29 TO REMOVE VIOLATIONS AND IN SECTION 9 TO REDUCE FINES FOR CERTAIN VIOLATIONS AND IN SECTION 10 TO REDUCE THE AMOUNT OF CITATION FINES FOR VIOLATIONS.

Respectfully,

*Jessica Eskra (S)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. \_\_\_\_\_

2019

AN ORDINANCE

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY BETWEEN THE CITY OF SCRANTON (“GRANTOR”) AND LACE BUILDING AFFILIATES, LP (“GRANTEE”) GRANTING TO LACE AFFILIATES, LP THE EASEMENT, RIGHT OF WAY AND RIGHTS AS ARE SET FORTH BELOW WITH RESPECT TO THE PROPERTY, WHICH DEED OF EASEMENT AND RIGHT OF WAY SHALL BE IN THE FORM AS ATTACHED HERETO AS EXHIBIT “A”.**

WHEREAS, by Resolution 3, 2011, the City of Scranton provided assistance to Lace Building Affiliates, LP to address the blighting influence that exists due to the deteriorating condition of the Scranton Lace Complex located at 1415 MEylert Avenue, Scranton, Pennsylvania; and

WHEREAS, in furtherance of the project and to provide necessary parking, Lace Affiliates LP has requested an easement from the City on its parcel (Pin No.134.20-050-028); and

WHEREAS, for the easement, a copy of which is attached as Exhibit “A” that in consideration of the sum of One (\$1.00) Dollar, in hand and other good and valuable consideration, in hand paid, the receipt of whereof is hereby acknowledged, the City of Scranton wishes to hereby grant and convey to Lace Affiliated, LP, its successor and assigns, a permanent easement and right-of-way for ingress and egress only, over and through the following property as indicated:

All that certain access easement situated in the City of Scranton, Lackawanna County, Pennsylvania, said access easement being shown on a map entitle “Final Lot Consolidated Plan, Lace Building Affiliated, LP, Preliminary Land Development Plan for Lace Village”, dated February 5, 2019, prepared by Borton-Lawson Engineering, as depicted in Exhibit “A”; and

WHEREAS, this easement would overlap with an existing easement to Pennsylvania American Water Company for a sewer main. However, PAWC consents to this easement pursuant to the conditions contained in its letter of June 25, 2019, a copy of which is attached as Exhibit “B”.

**NOW, THEREFORE, BE IT ORDNANIED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City officials are hereby authorized to execute a Deed of Easement and Right of Way by and between the City of Scranton and Lace Building Affiliates, LP granting to Lace Affiliates, LP the easement, right-of-way and rights as are set forth with respect to the property, which Deed of Easement and Right-of-Way are attached hereto as Exhibit “A”.

**SECTION 1.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid

portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

**SECTION 2.** This Ordinance shall become effective immediately upon approval.

**SECTION 3.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

**DEED OF EASEMENT**

**THIS DEED OF EASEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2019,

**BETWEEN**, the City of Scranton, Scranton, Lackawanna County, Pennsylvania, hereinafter referred to as "**GRANTOR**"

A N D

Lace Building Affiliates, L.P., of the Lake Ariel, Lackawanna County, Pennsylvania, hereinafter referred to as "**GRANTEE**"

**WITNESSETH**, that in consideration of the sum of One (\$1.00) Dollar, in and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged; the **said GRANTOR** does hereby grant and covey to the **said GRANTEE**, its successor and assigns, a permanent easement and right-of-way for ingress and egress only, over and through the following property as indicated

ALL that certain access easement situated in the City of Scranton, Lackawanna County, Pennsylvania, said access easement being shown on a map entitled " Final Lot Consolidation Plan, Lace Building Affiliates, LP, Preliminary Land Development Plan for Lace Village", dated February 5, 2019, prepared by Borton-Lawson Engineering, said access easement being bounded and described as follows:

BEGINNING at a set iron pin as shown on the above referenced plan, said iron pin being at the southwesterly corner of lands of Lace Building Affiliates, LP;

THENCE North fifty-eight degrees, seven minutes, forty-two seconds West (N 58°07'42" W) twenty and fifteen hundredths (20.15) feet to a point;

THENCE North eight degrees, twenty-six minutes, thirty-three seconds East (N 08°26'33" E) one hundred two and ninety hundredths (102.90) feet to a point in line of lands of Lace Building Affiliates, LP;

THENCE along lands of Lace Building Affiliates, LP, South one degree, one minute, twenty seconds East (S 01°01'20" E) one hundred twelve and forty-five hundredths (112.45) feet to the POINT OF BEGINNING.

CONTAINING 951 Sq. Ft. +/-



BEING a portion of the parcel conveyed to the City of Scranton, recorded by deed dated October 31, 2006 recorded in the office of the Recorder of Deeds in and for the County of Lackawanna by Instrument No. 200631238.

UNDER AND SUBJECT to all other easements, covenants, exceptions, restrictions and reservations contained in prior deeds or instruments in the chain of title, including the permanent easement for Pennsylvania-American Water Company's facilities.

THE above described easement is intended to be used for ingress and egress only to the Grantees's adjoining property.

THE above described easement is more particularly shown on the attached plan entitled "Easement Plan" Lace Building Affiliates, L.P. Preliminary/Final Land Development Plan for Lace Village, attached hereto as Exhibit "A".

The purpose of this Deed of Easement is to convey to Grantee an easement to utilize a portion of the Grantor's lands in connection with ingress and egress to Grantee's adjoining property.

By acceptance and recording of this Deed of Easement, the Grantee agrees that the easement will be used for the sole purpose of ingress and egress to Grantee's adjoining property and for no other purpose.

By acceptance and recording of this Deed, the Grantee, for itself, its successors and assigns, agrees to and shall at all times save harmless and indemnify, and keep Grantor indemnified against and be responsible for all claim, demands, actions, suits or other legal proceedings by whomever made against the Grantor by reason of or arising out of the rights granted to Grantee pursuant to this Deed of Easement.

The Grantor hereby acknowledges and agrees that this permanent easement and right-of-way is perpetual, runs with the land; becomes part of title; and is automatically transferred from one owner to another as the land is sold.

The Grantor will warrant *Specially* said this Deed of Easement.

Pin No. 134.20-050-028

**IN WITNESS WHEREOF**, the **GRANTOR** has caused this easement and right-of-way to be duly executed by hereunto setting the necessary hands and seal the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

ATTEST:

GRANTOR: CITY OF SCRANTON

By: \_\_\_\_\_  
Lori Reed, City Clerk

By: \_\_\_\_\_  
Wayne E. Evans, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Roseann Novembrino, City Controller

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Jessica Eskra, City Solicitor

Date: \_\_\_\_\_

STATE OF PENNSYLVANIA :  
 : SS.  
COUNTY OF LACKAWANNA :

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public, the undersigned officer, personally appeared Mayor William L. Courtright, Roseann Novembrino, Lori Reed, and Jessica Eskra, **GRANTOR** herein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

I HEREBY CERTIFY that the precise residence of the GRANTEE is:

\_\_\_\_\_

\_\_\_\_\_  
Attorney for Grantee



AMERICAN WATER

Jeremy Hull  
2500 Sanitary Dr  
Scranton, PA 18505  
P 570-614-3333  
Jeremy.Hull@amwater.com

June 25, 2019

Via Email

Lace Building Affiliates L.P  
538 Spruce Street, Suite 618  
Scranton, PA 18503  
Re: Lace Building Affiliates, L.P. easement granted from the City of Scranton

Dear Mr. Argot

Thank you for your letter dated June 14, 2019. It is our understanding that the Lace Building Affiliates, L.P. is requesting an easement from the City of Scranton for a parcel along the levee (Pin No 134.20-050-028), near the intersection of Glen Street and Albright Avenue in the City of Scranton. However, the lot with Pin No 134.20-050-028 contains an easement for a sewer main belonging to Pennsylvania-American Water Company.

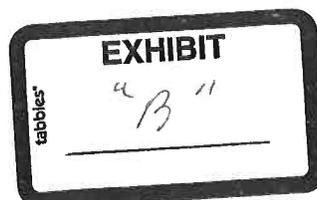
In your letter, you stated " Lace Building Affiliates, L.P. is accepting the easement "UNDER AND SUBJECT" to all other easements, covenants, exceptions, restrictions and reservations contained in prior deeds or instruments in the chain of title of the City's property, including Pennsylvania-American Water Company's. Lace Building Affiliates, L.P. warrants and represents that it will never erect nor permit to be erected a building structure of any nature whatsoever, not fill or excavate or plant trees within said permanent easement right-of -way without the Authority's (now Pennsylvania-American Water Company) written consent. Furthermore, Lace Building Affiliates, L.P. will not restrict the Pennsylvania-American Water Company access into the easement and/or its assets, including but not limited to manhole structures". After reviewing your letter, we find that the above statement is sufficient as long as the language in the deed referring to the permanent easement for Pennsylvania-American Water Company facilities remains.

If you have any questions or require additional information, please feel free to contact me anytime at 570-614-3333 or Jeremy.Hull@amwater.com.

Sincerely,



Jeremy Hull  
Sr. Superintendent Field Operations  
Pennsylvania-American Water Company – Scranton Wastewater





## DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 10, 2019

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

RECEIVED  
SEP 10 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY BETWEEN THE CITY SCRANTON ("GRANTOR") AND LACE BUILDING AFFILIATES, LP ("GRANTEE") GRANTING TO LACE AFFILIATES, LP THE EASEMENT, RIGHT OF WAY AND RIGHTS AS ARE SET FORTH BELOW WITH RESPECT TO THE PROPERTY, WHICH DEED OF EASEMENT AND RIGHT OF WAY SHALL BE IN THE FORM AS ATTACHED HERETO AS EXHIBIT "A".

Respectfully,

*Jessica Eskra*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. \_\_\_\_\_

2019

AN ORDINANCE

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 19 EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF \$19,914.00.**

**WHEREAS**, the Scranton Police Department is desirous of obtaining funds from the BJA FY 19 Edward Byrne Justice Assistance Grant ("JAG") Program-Local Solicitation in the amount of \$19,914.00 to be used to purchase an Automated License Plate Reader (ALPR) to be used by Scranton Police Patrol Officers. A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

**WHEREAS**, Automated License Plate Reader (ALPR) is a modern tool used by law enforcement in recent years to assist in investigations and enhance enforcement efforts. A force multiplier, ALPRs have assisted law enforcement in investigations, location of suspects and wanted persons and Amber alerts. Simply put, this tool makes information gathering more efficient allowing law enforcement to do their job more effectively; and

**WHEREAS**, the Scranton Police Department (SPD) currently utilizes 2 ALPR's. The use of ALPR's by law enforcement has been proven to aid in investigations. In addition to their use to detect basic violations such as unregistered vehicles, this tool makes it easier to find lost and stolen vehicles as opposed to the tedious task of comparing plate numbers to lists of stolen or other vehicles of interest. Recently, data obtained through the ALPR's was utilized in an investigation that involved a fatal shooting at an after-hours night club in Scranton. The City of Scranton is requesting to purchase an additional ALPR to be used by the Scranton Police Department to provide a more efficient public service; and

**WHEREAS**, the Scranton Police Department currently utilizes the 2 automated license plate readers, which are connected to patrol vehicles and utilized during routine patrols. That data is then stored and utilized for stolen vehicle searches, missing persons and any other criminal investigation. A third ALPR would enhance SPD's efforts. Although SPD only utilizes 2 ALPR's, all officers are trained on their usage and department policies.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City Officials are hereby authorized to apply for and execute a Grant Application, and, if successful, a Grant Agreement, and any and all documents related thereto, and accept any funds awarded through the BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-Local Solicitation.

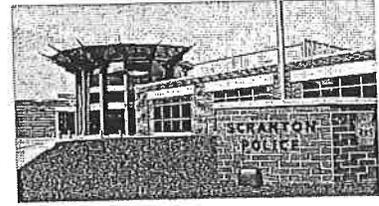
**SECTION 1.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

**SECTION 2.** This Ordinance shall become effective immediately upon approval.

**SECTION 3.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

Scranton Police Headquarters  
100 South Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 558-8335  
Fax: (570) 207-0412  
mamclane@scrantonpa.gov

**Police Department  
Maggie Perry  
Grant Manager**



SCRANTON

August 23, 2019

Atty. Jessica Eskra  
City of Scranton  
340 North Washington Avenue  
Scranton, Pa 18503



Re: 2018 JAG Funding

Atty. Eskra,

I respectfully request that you send legislation to City Council to apply for and execute the BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) - Local Solicitation.

The purpose of this grant is to purchase a Automated License Plate Reader to be used by Scranton Police Patrol Officers. SPD is requesting \$19,914 to be used for the purchase.

I also request that Mayor Evans signed the attached form, "Certifications and Assurances by the Chief Executive of the Applicant Government" , once approved my City Council.

If you have any questions or concerns please feel free to contact me at 558-8335.

Thank you,

*Maggie Perry*  
Maggie Perry  
Grant Manager

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation  
Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government


**BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation**

2019-H4433-PA-DJ

[Application](#)    [Correspondence](#)    Application:

**Review SF-424** [Print a Copy](#)

Application Handbook

- [Overview](#)
- [Applicant Information](#)
- [Project Information](#)
- [Budget and Program Attachments](#)
- [Assurances and Certifications](#)
- [Review SF 424](#)
- [Submit Application](#)

[Help/Frequently Asked Questions](#)

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<b>APPLICATION FOR FEDERAL ASSISTANCE</b>	2. DATE SUBMITTED August 23, 2019	Applicant Identifier
1. TYPE OF SUBMISSION Application Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
<b>5. APPLICANT INFORMATION</b>		
Legal Name City Of Scranton		Organizational Unit Scranton Police Department
Address 340 N. Washington Ave Scranton, Pennsylvania 18503-1582		Name and telephone number of the person to be contacted on matters involving this application  Perry, Maggie (570) 558-8335
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 24-6000704		7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA: Edward Byrne Memorial Justice Assistance TITLE: Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT License Plate Reader
12. AREAS AFFECTED BY PROJECT City of Scranton		
13. PROPOSED PROJECT Start Date: January 01, 2020 End Date: December 31, 2020		14. CONGRESSIONAL DISTRICTS OF  a. Applicant b. Project PA17
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?  Program has not been selected by state for review
Federal	\$19,914	
Applicant	\$0	
State	\$0	
Local	\$0	

Other	\$0	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>
Program Income	\$0	
TOTAL	\$19,914	
N		
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.</b>		

Continue

BJA FY19 Edward Byrne Memorial Justice Assistance Grant Program  
City of Scranton

PROGRAM NARRATIVE

Project Identifiers:

- License Plate Readers
- Evidence based
- Equipment

Description of the Issues:

Automated License Plate Readers (ALPR) is a modern tool used by law enforcement in recent years to assist in investigations and enhance enforcement efforts. A force multiplier, ALPRs have assisted law enforcement in investigations, location of suspects and wanted persons and Amber alerts. Simply put this tool makes information gathering more efficient allowing law enforcement to do their job more effectively. Data gathered by ALPRs have been used in the arrests of murder suspects in South Carolina, Kansas, Louisiana and Connecticut in recent years.

The Scranton Police Department (SPD) currently utilizes 2 ALPR's. In addition to their use to detect basic violations such as unregistered vehicles, this tool makes it easier to find lost and stolen vehicles as opposed to the tedious task of comparing plate numbers to lists of stolen or other vehicles of interest. Recently, data obtained through the ALPR's was utilized in an investigation that involved a fatal shooting at an after-hours night club in Scranton. The use of ALPRs by law enforcement has been proven to aid in investigations. The City of Scranton is requesting funding to purchase an additional ALPR to be used by the Scranton Police Department in order to provide a more efficient public service.

Project Design and Implementation:

The Scranton Police Department currently utilizes 2 automated license plate readers, which are connected to patrol vehicles and utilized during routine patrols. That data is then stored and utilized for stolen vehicle searches, missing persons and any other criminal investigation. A third ALPR would enhance SPD's efforts.

Although SPD only utilizes 2 ALPRs, all officers are trained on their usage and department policies.

Capabilities and Competencies:

The staff assigned to this project are:

- Chief of Police Carl Graziano- Chief Graziano has been with SPD for over twenty years. He has been the Chief of Police since 2014 and has a degree in Criminal Justice. .
- Grant Manager Maggie Perry- Mrs. Perry has been the Grant Manager for the City of Scranton since 2010. For this program Mrs. Perry will be responsible for completing and submitting all annual/quarterly progress and financial reports as well as collecting performance measures and completing project evaluation.

Plan for Collecting Data Required for Performance Measures:

The Grant Manager, Maggie Perry, will be responsible for collecting the data associated with the Performance Measures and including this data in the quarterly performance metrics.

The goals and related performance measures for the proposed project are:

Goal #1- Aid in investigations

- Performance Measure: track the number of investigations ALPR data is utilized for

Goal #2- Enhance enforcement efforts

- Performance Measure: track number of traffic enforcements that ALPRs are utilized during



General Instructions & Resources

[View Budget Summary](#)

OMB APPROVAL NO.: 1121-0329  
EXPIRES 7/31/2016

Budget Detail Worksheet

- (1) **Purpose:** The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any non-federal ( match ) amount in the appropriate category, if applicable.
- (2) For each budget category, you can see a sample by clicking ([To View an Example, Click Here](#)) at the end of each description.
- (3) There are various hot links listed in red in the budget categories that will provide additional information via documents on the internet.
- (4) **Record Retention:** In accordance with the requirements set forth in [2 CFR Part 200.333](#) , all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.
- (5) The information disclosed in this form is subject to the Freedom of Information Act under 5 U.S.C. 55.2.

A. **Personnel** – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50) [To View an Example, Click Here](#)

**PERSONNEL (FEDERAL)**

Name	Position	Computation			Cost
		Salary	Basis	Percentage of Time	
			Year		\$0
<b>FEDERAL TOTAL</b>					\$0

**PERSONNEL NARRATIVE (FEDERAL)**

**PERSONNEL (NON-FEDERAL)**

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			\$0
NON-FEDERAL TOTAL						\$0

**PERSONNEL NARRATIVE (NON-FEDERAL)**

TOTAL PERSONNEL
\$0

**B. Fringe Benefits** – Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765) [To View an Example, Click Here](#)

**FRINGE BENEFITS (FEDERAL)**

Description	Computation		Cost
	Base	Rate	
			\$0
<b>FEDERAL TOTAL</b>			\$0

**FRINGE BENEFITS NARRATIVE (FEDERAL)**

**FRINGE BENEFITS (NON-FEDERAL)**

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

**FRINGE BENEFITS NARRATIVE (NON-FEDERAL)**

TOTAL FRINGE BENEFITS	\$0

C. **Travel** – Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate “location to be determined.” Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the “Contractual/Consultant” category. [To View an Example, Click Here](#)

**TRAVEL (FEDERAL)**

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	
		Lodging		Night				\$0.00
		Meals		Day				\$0.00
		Mileage		Mile				\$0.00
		Transportation:		Round-trip				\$0.00
		Local Travel						\$0.00
		Other						\$0.00
		Subtotal						\$0
<b>FEDERAL TOTAL</b>								\$0

**TRAVEL NARRATIVE (FEDERAL)**

**TRAVEL (NON-FEDERAL)**

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:							
				Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other						\$0.00	
		Subtotal						\$0.00	
								NON-FEDERAL TOTAL	\$0

**TRAVEL NARRATIVE (NON-FEDERAL)**

TOTAL TRAVEL	\$0
--------------	-----

**D. Equipment** – List non-expendable items that are purchased (Note: Organization’s own capitalization policy for classification of equipment should be used). Expendable items should be included in the “Supplies” category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. [To View an Example. Click Here](#)

**EQUIPMENT (FEDERAL)**

Item	Computation		Cost
	Quantity	Cost	
Automated License Plate Readers	1	\$19,914.00	\$19,914
<b>FEDERAL TOTAL</b>			<b>\$19,914</b>

**EQUIPMENT NARRATIVE (FEDERAL)**

The funding awarded by BJA Edward Byrne Justice Assistance program to the City of Scranton will be used to purchase an Automated License Plate Reader to be used by Scranton Police Department patrol officers.

**EQUIPMENT (NON-FEDERAL)**

Item	Computation		Cost
	Quantity	Cost	
			\$0
NON-FEDERAL TOTAL			\$0

**EQUIPMENT NARRATIVE (NON-FEDERAL)**

TOTAL EQUIPMENT \$19,914

E. **Supplies** – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

To View an [Example](#), [Click Here](#)

**SUPPLIES (FEDERAL)**

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			\$0
<b>FEDERAL TOTAL</b>			\$0

**SUPPLIES NARRATIVE (FEDERAL)**

**SUPPLIES (NON-FEDERAL)**

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			\$0
NON-FEDERAL TOTAL			\$0

**SUPPLIES NARRATIVE (NON-FEDERAL)**

TOTAL SUPPLIES
\$0

**F. Construction** – Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category. [To View an Example, Click Here](#)

**CONSTRUCTION (FEDERAL)**

Purpose	Description of Work	Cost
	<b>FEDERAL TOTAL</b>	<b>\$0</b>

**CONSTRUCTION NARRATIVE (FEDERAL)**

**CONSTRUCTION (NON-FEDERAL)**

Purpose	Description of Work	Cost
NON-FEDERAL TOTAL		\$0

**CONSTRUCTION NARRATIVE (NON-FEDERAL)**

	TOTAL CONSTRUCTION \$0
--	---------------------------

**G. Consultants/Contracts** – Indicate whether applicant’s formal, written Procurement Policy or the Federal Acquisition Regulations are followed.  
**Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval from OJP. To View an Example. Click Here

**CONSULTANT FEES (FEDERAL)**

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		\$0
<b>SUBTOTAL</b>					\$0

**CONSULTANT FEES NARRATIVE (FEDERAL)**

**CONSULTANT FEES (NON-FEDERAL)**

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		\$0
<b>SUBTOTAL</b>					\$0

**CONSULTANT FEES NARRATIVE (NON-FEDERAL)**

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

**CONSULTANT EXPENSES (FEDERAL)**

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:							
				Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other						\$0.00	
		Subtotal						\$0.00	
								SUBTOTAL	\$0
								FEDERAL TOTAL	\$0

**CONSULTANT EXPENSES NARRATIVE (FEDERAL)**

**CONSULTANT EXPENSES (NON-FEDERAL)**

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:							
				Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other						\$0.00	
		Subtotal						\$0	
								SUBTOTAL	\$0
								NON-FEDERAL TOTAL	\$0

**CONSULTANT EXPENSES NARRATIVE (NON-FEDERAL)**

TOTAL CONSULTANTS	
	\$0

**Contracts:** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$150,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award. Note: This budget category may include subawards.

**CONTRACTS (FEDERAL)**

Item	Cost
FEDERAL TOTAL	\$0

**CONTRACTS NARRATIVE (FEDERAL)**

**CONTRACTS (NON-FEDERAL)**

Item	Cost
NON-FEDERAL TOTAL	\$0

**CONTRACTS NARRATIVE (NON-FEDERAL)**

TOTAL CONTRACTS	\$0
TOTAL CONSULTANTS/CONTRACTS	\$0

H. **Other Costs** – List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. [To View an Example, Click Here](#)

**OTHER COSTS (FEDERAL)**

Description	Computation			Cost
	Quantity	Basis	Length of Time	
				\$0
<b>FEDERAL TOTAL</b>				<b>\$0</b>

**OTHER COSTS NARRATIVE (FEDERAL)**

**OTHER COSTS (NON-FEDERAL)**

Description	Computation			Cost
	Quantity	Basis	Length of Time	
				\$0
NON-FEDERAL TOTAL				\$0

**OTHER COSTS NARRATIVE (NON-FEDERAL)**

TOTAL OTHER COSTS	
	\$0

I. Indirect Costs – Indirect costs are allowed if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, or the applicant may elect to charge a de minimis rate of 10% of modified total direct costs as indicated in 2 CFR Part 200.414f. If the applicant's accounting system permits, costs may be allocated in the direct cost categories. (Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73) [To View an Example. Click Here](#)

**INDIRECT COSTS (FEDERAL)**

Description	Computation		Cost
	Base	Rate	
			\$0
<b>FEDERAL TOTAL</b>			<b>\$0</b>

**INDIRECT COSTS NARRATIVE (FEDERAL)**

**INDIRECT COSTS (NON-FEDERAL)**

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

**INDIRECT COSTS NARRATIVE (NON-FEDERAL)**

TOTAL INDIRECT COSTS	\$0

**Budget Summary** – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0
D. Equipment	\$19,914	\$0	\$19,914
E. Supplies	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$0	\$0	\$0
H. Other	\$0	\$0	\$0
Total Direct Costs	\$19,914	\$0	\$19,914
I. Indirect Costs	\$0	\$0	\$0
<b>TOTAL PROJECT COSTS</b>	<b>\$19,914</b>	<b>\$0</b>	<b>\$19,914</b>

Federal Request	\$19,914
Non-Federal Amount	\$0
Total Project Cost	\$19,914

*Public Reporting Burden*

*Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.*



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

August 28, 2019

RECEIVED

AUG 29 2019

OFFICE OF CITY COUNCIL/CITY CLERK

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 19 EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF \$19,914.00.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RESOLUTION NO. \_\_\_\_\_

2019

**AMENDING RESOLUTION NO. 104, 2019 ENTITLED "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A BEAUTIFUL BLOCKS PROGRAM PROPOSAL BY AND BETWEEN THE CITY OF SCRANTON AND NEIGHBORWORKS NORHEASTERN PENNSYLVANIA TO ENCOURAGE GROUPS OF NEIGHBORS TO IMPROVE THEIR HOMES BY PROVIDING MATCHING GRANTS FOR EXTERIOR IMPROVEMENTS" TO INCREASE THE GRANT AMOUNT OF THE BEAUTIFUL BLOCKS PROPOSAL BY AND BETWEEN THE CITY OF SCRANTON AND NEIGHBORWORKS NORHEASTERN PENNSYLVANIA AND AUTHORIZE DISBURSEMENT OF SUCH FUNDS.**

**WHEREAS**, the City of Scranton and NeighborWorks Northeastern Pennsylvania entered into a partnership to create a Beautiful Blocks Program, as authorized by City Council by Resolution No. 104, 2019; and

**WHEREAS**, funds in the amount of \$185,000.00 remain in the Rental Registration Escrow Account following settlement of the Rental Registration Class Action; and

**WHEREAS**, the City desires to apply such funds to the continued residential improvements achieved through the Beautiful Blocks Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that Resolution No. 104, 2019 is hereby amended to increase the grant amount of the Beautiful Blocks Proposal by and between the City of Scranton and NeighborWorks Northeastern Pennsylvania by an additional \$185,000 and authorize disbursement of such funds.

**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

**SECTION 2.** This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



## DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 9, 2019

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

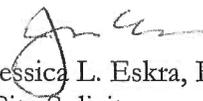
RECEIVED  
SEP 10 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AMENDING RESOLUTION NO. 104, 2019 ENTITLED "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A BEAUTIFUL BLOCKS PROGRAM PROPOSAL BY AND BETWEEN THE CITY OF SCRANTON AND NEIGHBORWORKS NORTHEASTERN PENNSYLVANIA TO ENCOURAGE GROUPS OF NEIGHBORS TO IMPROVE THEIR HOMES BY PROVIDING MATCHING GRANTS FOR EXTERIOR IMPROVEMENTS" TO INCREASE THE GRANT AMOUNT OF THE BEAUTIFUL BLOCKS PROPOSAL BY AND BETWEEN THE CITY OF SCRANTON AND NEIGHBORWORKS NORTHEASTERN PENNSYLVANIA AND AUTHORIZE DISBURSEMENT OF SUCH FUNDS.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RESOLUTION NO. \_\_\_\_\_

2019

**AMENDING RESOLUTION NO. 127, 2019 ENTITLED "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A SETTLEMENT AGREEMENT BY AND BETWEEN UGI UTILITIES, INC., ("UGI") THE CITY OF SCRANTON ("CITY") AND PENNSYLVANIA PUBLIC UTILITY COMMISSION ("PUC") TO SETTLE LITIGATION FILED AGAINST THE CITY AND PUC BY UGI" IN ORDER TO REMOVE THE PENNSYLVANIA UTILITY COMMISSION (PUC) FROM THE SETTLEMENT AGREEMENT.**

**WHEREAS**, Resolution No. 127, 2019 was passed by Scranton City Council authorizing the Settlement Agreement between UGI, the City and PUC to settle litigation filed against the CITY and PUC by UGI ; and

**WHEREAS**, the PUC no longer wishes to be a signatory to the Settlement Agreement, but does not oppose entry of the Court Order approving the terms of the settlement; and

**WHEREAS**, a Revised Settlement Agreement by and between UGI and the CITY is attached hereto as Exhibit "A".

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City officials are authorized to execute and enter into a Revised Settlement Agreement by and between UGI Utilities, Inc., ("UGI") and the City of Scranton ("CITY") to settle litigation filed against the City and UGI by executing the Settlement Agreement marked as Exhibit "A" attached hereto.

**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

**SECTION 2.** This Resolution shall become effective immediately upon approval.

**SECTION 3.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

LAW OFFICES OF  
**KEVIN T. FOGERTY**  
MILL RUN OFFICE CENTER  
1275 GLENLIVET DRIVE, SUITE 150  
ALLENTOWN, PA 18106  
610-366-0950  
FAX 610-366-0955  
E-MAIL [kfogerty@fogertylaw.com](mailto:kfogerty@fogertylaw.com)

August 23, 2019

**VIA E-MAIL [jamullins@pa.gov](mailto:jamullins@pa.gov)**

James A. Mullins, Esquire  
Assistant Counsel  
Pa. Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105

**VIA FAX 1-570-348-4263**

Jessica L. Eskra, Esquire  
City Solicitor  
Scranton City Hall/Law Department  
340 N. Washington Avenue  
Scranton, PA 18503

**VIA E-MAIL [joeprice@corbettpricelaw.com](mailto:joeprice@corbettpricelaw.com)**

Joseph G. Price, Esquire  
Assistant City Solicitor  
Scranton City Hall/Law Department  
340 N. Washington Avenue  
Scranton, PA 18503

**RE: UGI Penn Natural Gas, Inc. v. City of Scranton, Commonwealth of Pennsylvania, Department of Transportation and Pennsylvania Public Utility Commission - Docket No. 477 MD 2015 (Pa. Commw.)**

Dear Counsel:

Attached is a copy of the Motion I would like to file with the Commonwealth Court to finalize the settlement in this matter.

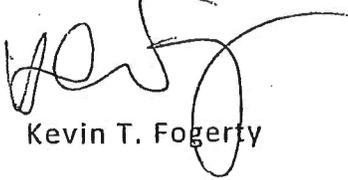
As you can see, the PUC wishes not to be a signatory to the Settlement Agreement, but does not oppose entry of the Court Order approving the terms of the settlement reached.

Please confirm that each of you is agreeable to the filing of this Motion in this format, and to the striking the applicable references to the PUC in the Settlement Agreement which has already been signed by City and UGI representatives.

Please also sign and date the Consent page attached, which will clarify for the Court that there is no opposition to the relief sought in this Motion.

That way, an Order can be immediately entered without the need for issuance of a Rule to Show Cause, an Order scheduling a Status Conference, or otherwise.

Very truly yours,



Kevin T. Fogerty

KTF/lka



The fundamental grounds for UGI PNG's claims were challenges to provisions of an Ordinance which had been adopted by the City Council for the City of Scranton on June 4, 2015, at Ordinance No. 102-2015.

2. The initial Respondents were the City of Scranton ("Scranton"), The Pennsylvania Public Utility Commission ("PUC"), and the Commonwealth of Pennsylvania, Department of Transportation ("PaDOT").

3. Both before and after the dismissal of Preliminary Objections filed by Scranton, all parties filed Answers to the Complaint, at which point the pleadings were closed.

4. On October 6, 2016, PaDOT filed a Motion for Judgment on the Pleadings, in which UGI subsequently joined, which eventually resulted in entry of an Order dated February 13, 2017, per the Honorable James G. Colins, granting that Motion and dismissing PaDOT from this proceeding.

5. Subsequently, counsel for the parties engaged in written discovery, as well as depositions of Scranton representatives taken by UGI PNG's counsel; during the course of that portion of these proceedings UGI PNG and Scranton, initiated and engaged in settlement discussions.

6. UGI Utilities, Inc. ("UGI") ("successor-in-interest by merger to UGI Penn Natural Gas, Inc.) and SCRANTON have at this point reached a settlement

designed to resolve all issues in this proceeding; the terms thereof are reflected in the Settlement Agreement attached hereto as Exhibit A.

7. Section 3 of the attached Settlement of the Agreement (near the top of page 6) attached hereto as Exhibit A specifies that the validity and enforceability of the terms of the settlement reached “shall be conditioned upon the Parties submission of this Agreement to the Pennsylvania Commonwealth Court, which each shall cooperate in so doing, for entry of an Order approving and adopting these terms such that they are thereafter enforceable as an Order of Court.”

8. While the PUC is not an express signatory to the Settlement Agreement, it does not oppose the terms of that settlement, nor does it oppose entry of an Order approving that settlement.

9. Based on the foregoing, UGI has prepared and has filed this Motion, seeking entry of an Order this Court, in the form attached hereto Exhibit B, confirming this Court’s approval and adoption of the terms of this settlement, so those terms may thereafter be enforceable as a formal Order of Court.

10. By the signatures of UGI’s and Scranton’s duly authorized agents and representatives on the Settlement Agreement, those parties have expressly consented to the relief sought in this Motion, particularly through the language appearing in Section 3 thereof. Further, as stated previously, the PUC does not

oppose the terms of the settlement reached.

11. By each one's signature below, counsel for the City of Scranton has indicated the City's consent to the entry of this Order, and counsel for the Pennsylvania Public Utility Commission has indicated that the PUC does not oppose the terms of the settlement and entry of the Order requested.

WHEREFORE, Petitioner, UGI Utilities, Inc., respectfully requests this Honorable Court enter an Order in the form as that attached hereto as Exhibit B, approving the terms of the Settlement Agreement attached hereto as Exhibit A.

Respectfully Submitted

LAW OFFICES OF KEVIN T. FOGERTY

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

Kevin T. Fogerty, Esquire  
I.D. No. 36667  
Attorney for Petitioner  
UGI Utilities, Inc.

Mill Run Office Center  
1275 Glenlivet Drive, Suite 150  
Allentown, PA 18106  
Phone: 610-366-0950  
Fax: 610-366-0955  
E-Mail: [kfogerty@fogertylaw.com](mailto:kfogerty@fogertylaw.com)

PUBLIC ACCESS POLICY CERTIFICATION

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: August \_\_, 2019

\_\_\_\_\_  
Kevin T. Fogerty, Esquire

CONSENT AND/OR NON-OPPOSITION TO ENTRY OF ORDER SOUGHT IN MOTION FILED ON BEHALF OF PETITIONER UGI UTILITIES, INC., TO APPROVE SETTLEMENT AGREEMENT RESOLVING ALL ISSUES

The undersigned, being counsel for the City of Scranton in this proceeding, does hereby consent to entry of an Order granting the relief sought in the afore-referenced Motion, and the proposed form of Order.

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph G. Price, Esquire  
*Assistant Solicitor, City of  
Scranton, Pennsylvania*

The undersigned, being counsel for the Pennsylvania Public Utility Commission in this proceeding, does hereby state that the PUC does not oppose entry of an Order granting the relief sought in the afore-referenced Motion, and the proposed form of Order.

Date: \_\_\_\_\_

\_\_\_\_\_  
James A. Mullins, Esquire  
*Assistant Counsel, Pa. Public  
Utility Commission*

# EXHIBIT “A”

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into as of this \_\_\_ day of January, 2019, (the "Effective Date") by and between the following parties:

-- **UGI Utilities, Inc.**, successor in interest by merger to UGI Penn Natural Gas Inc. (hereinafter "UGI"), a Pennsylvania corporation, having a place of business at 1 UGI Drive, Denver, PA 17517; and

-- **City of Scranton**, a Second-Class City of the Commonwealth of Pennsylvania, having a place of business at 304 N. Washington Avenue, Scranton, PA 18503.

-- ~~**Pennsylvania Public Utility Commission**, having a place of business at 400 North Street, Keystone Building, Harrisburg, PA 17120 (the "PUC")~~ 

The entities which are parties hereto shall herein be referred to as "a/the Party"), and all parties collectively shall be referred to as "the Parties".

**BACKGROUND**

UGI is a "public utility" and a "natural gas distribution company" as those terms are defined in 66 Pa.C.S. §§102 and 2202, and a "public utility corporation" within the intendment of 15 Pa.C.S. §1511(e), providing natural gas distribution service to residential, commercial, industrial and institutional customers in a service territory encompassing all or portions of 44 counties in eastern and central Pennsylvania, including the City of Scranton, where UGI provides natural gas distribution service to various residential and commercial customer accounts.

The City of Scranton is a Second-Class City in the Commonwealth of Pennsylvania.

On or about June 4, 2015, Council for the City of Scranton adopted Ordinance No. 102-2015 ("the June 2015 Ordinance"), a true and correct copy of which is attached as Exhibit "A" to this Agreement.

On or about September 21, 2015, UGI's predecessor in interest, UGI Penn Natural Gas Inc. ("UGI-PNG") filed in the Pennsylvania Commonwealth Court a Complaint in the nature of a Petition for Review, initiating an action captioned as *UGI Penn Natural Gas, Inc. v. City of Scranton and Commonwealth of Pennsylvania Department of Transportation and Pennsylvania Public Utility Commission* – Docket No. 477 MD 2015 (Pa. Cmwlth. Ct.) ("the Commonwealth Court case") challenging certain aspects of the June 2015 Ordinance. A substantial impetus for UGI-PNG initiating the Commonwealth Court case was the fact that, in addition to its more general public service requirements, it is required, under certain agreements and understandings with the PUC, to perform certain work to upgrade utility facilities within various municipalities (hereafter each a "Betterment Project," and collectively "Betterment Projects").





During the course of the Commonwealth Court case, and following considerable discovery, the Parties have reached an understanding and agreement intended to resolve all issues raised in the Commonwealth Court case.

That resolution, though was reached after partial summary relief was granted and entered, in the form of entry of judgment on the claims alleged by UGI in the Commonwealth Court case, challenging the City’s right and authority to impose requirements and regulate public utilities regarding streets under the jurisdiction and authority of the Commonwealth of Pennsylvania, Department of Transportation (“PennDOT”), that relief having been granted by Orders entered February 13, 2017 and March 28, 2017, on PennDOT’s and UGI’s Motion for Partial Summary Relief (Motion for Judgment on the Pleadings), striking Sections 412-12 (E) and 412-12(F) of the June 2015 Ordinance.

This Agreement is intended to set forth the terms and conditions pursuant to which the remaining Parties have resolved the issues and disputes between them relating to the June 2015 Ordinance, as well as the Commonwealth Court case.

**TERMS AND CONDITIONS**

1. **Incorporation of Background; Intending to Be Legally Bound Hereby** - The Parties incorporate herein by reference the statements, definitions and descriptions set forth in the Background Section of this Agreement as if fully set forth herein.

The Parties further acknowledge and agree that each is entering into this Agreement for the good and valuable consideration recited herein, and intending to be legally bound hereby.

2. **Modifications and Amendments to the City’s Ordinances** -As material terms and conditions of the settlement reached between the Parties, the City agrees that it will enact and adopt as promptly as possible, in accordance with the provisions of applicable law, the following amendments and modifications to its Ordinances, including but not limited to the June, 2015 Ordinance.

a. The City’s Ordinances will be amended so the road-opening Permit Fee is \$125.00 to be assessed per City block; so, for example, the Permit Fee would be \$125.00 if there was one road opening in a City block, or if there are ten openings in a City block.

Further, the phrase “City block” will be defined to mean the distance between the center line of the two streets which form an intersection, with those streets having a width of at least 25 feet; the point of this requirement is to make it clear that smaller side streets or alleys -- between two City-block intersections -- would not be considered in the definition of a City-block.

This change would be accomplished by amending Section 412-13.H, of the June 2015 Ordinance so it no longer states the Fee is for “any street opening or excavation

.” and also stating that the one Fee applies to and covers however many openings there may be within a particular City-block.

Further, Section 412-11 of the June, 2015 Ordinance shall be amended to delete the references to inspections being encompassed by the Permit Fee, as the separate Inspection Fee is covered in subparagraph b. below.

b. The Inspection-Fee provisions under the June, 2015 Ordinance will be revised to be consistent with the applicable PennDOT standard, i.e. \$40.00 per 100 lineal feet of pave cut, which would be calculated and paid at the time of submission of the Permit Application.

c. The parties acknowledge and agree that (i) whatever fees have been paid to date by UGI for calendar years 2017, 2018 and 2019 (reflecting reduced fee amounts which have been paid since in or about December, 2016) and all amounts paid to the Effective Date by UGI shall be accepted by the City in full satisfaction of any and all fees alleged to be due and payable in connection with any pave cuts conducted prior to the Effective Date of this Agreement, and (ii) fees consistent herewith shall be paid by UGI from the Effective Date of this Agreement going forward.

d. Following the Effective Date, on all City Streets (rights-of-way) for which UGI and the City have not both scheduled paving work, (i) if UGI open cuts a road, the City agrees to accept as satisfactory, the restoration by UGI of any such openings to the lesser of the applicable City Standard and the applicable PennDOT Standard, and (ii) if UGI creates an open cut in such a way that under the lesser of the City’s requirements and the PennDOT Standard, UGI would be required to pave to the center line (assuming its cut(s) disturb(s) only one side of the roadway), UGI will calculate and contribute to the City its share (“the UGI Contribution”), of the cost of paving to the center line, and the City would be responsible to perform and pay for any curb-to-curb restoration, and UGI would not be responsible for the costs of that curb-to-curb restoration, in recognition of having made the UGI Contribution. If no request is made by the City for a financial contribution from UGI by on or before the bidding of the project/job by UGI, then UGI will perform the repaving to the centerline of the road and it shall not be obligated to make any UGI Contribution, and the City shall be responsible to otherwise pave and restore the street beyond UGI’s restoration.

e. UGI shall receive and be entitled to a One Hundred Thousand and 00/100 (\$100,000.00) Dollar credit against future City Permit and Inspection Fees, which would be allocated over a five-year period (meaning up to a maximum of \$20,000.00 per year). Further, if, in any one of those five years the permit and inspection fees would be less than \$20,000.00, the balance would carry forward for use by UGI in subsequent years (again though, up to a maximum of \$20,000.00 per year). For example, if \$20,000.00 was applied in years 1, 2, 3 and 4, but in year 5 UGI incurred only \$10,000.00 of Permit and Inspection Fees, then the remaining \$10,000.00 of credit available for that year would carry over to year 6.)

f. The City would not seek to modify the Permit and Inspection Fees assessed against UGI at the rates referred to in this Agreement, for a period of at least three (3) years (“the Moratorium” and “the Moratorium Period”) from the Effective Date, in consideration of the fact that UGI is, as part of this settlement, waiving and releasing its claim for the remaining balance -- after deducting the \$100,000.00 credit to be afforded to UGI pursuant to subparagraph e. above -- of the \$542,771.00 amount it contends to have been Permit Fee overpayments for which it was assessed and paid prior to December, 2016.

Provided however, nothing herein shall be deemed or construed to prevent the City from amending its Ordinances, with respect to Permit and/or Inspection Fees applicable to other entities which may enter upon and open public rights-of-way;

Provided however, nothing herein shall be deemed to bar or preclude UGI from challenging any Ordinance provisions adopted or put into effect subsequent to the three-year Moratorium Period if the City attempts to apply them to UGI.

g. The parties would agree to cooperate in good faith to coordinate street opening and repaving projects.

More specifically, at the City’s request, UGI will meet with City representatives regarding future anticipated Betterment Projects, to discuss public outreach and education efforts, and how best to handle City resident complaints concerning UGI projects in the City. Additionally, UGI will provide a designated operations representative for the City to contact for all matters regarding paving, gas service to Scranton residents, and any other undertaking by UGI within the City.

Provided further, the City will delay selecting streets for its annual paving projects until such time as its representatives are able to meet with utility companies, and in particular, UGI, to learn of utility projects throughout the City for the upcoming year. Further, the City will not plan any paving projects on streets where the utility companies have upcoming projects, in order to avoid problematic and wasteful situations in which the City paves the street only to have the street opened by a utility company within a short time period thereafter.

h. In carrying out the provisions of subparagraph g. above, the City shall provide UGI, on a periodic basis, no less than quarterly (meaning every three months) its updated road-paving schedule. UGI will then respond by attempting to coordinate with that schedule its Betterment Projects, and the City agrees it will not remove items from its list to attempt to force UGI to repave more than its reasonable and fair share.

Provided further, if UGI performs a Betterment Project ahead of a scheduled City paving project, and the City cancels the repaving, UGI is only required to fill excavations with compacted base materials, and the City is responsible to complete repaving. If the City updates/modifies its repaving schedule in a manner which does not afford UGI sufficient time to obtain approval for a new ahead-of-municipality-project, then UGI will only be responsible to pave the portion of the road which it disturbs, and not curb-to-curb.

Provided further, the City agrees to accept as satisfactory, restoration by UGI of any street openings, to the lesser of the applicable City standard and the applicable PennDOT standard; except however, if the City insists on curb-to-curb re-paving for a particular street opening, UGI will reimburse the City for the cost UGI would have incurred if it had followed whichever lesser standard was applicable regarding paving, and the City would be responsible for the costs of repaving curb-to-curb.

i. Notwithstanding any time schedules referred to in the June, 2015 Ordinance regarding UGI's completion of paving for road opening projects, it is acknowledged, understood and agreed that any such timeframes shall be subject to weather conditions, contractor-scheduling capabilities and any other matters beyond UGI's reasonable control.

j. Subject to the provisions of subparagraphs g. and h. above, the following work and restoration standards shall apply to all newly repaved City streets which UGI may be required to open.

NEW BUSINESS GAS SERVICES - If a customer requests gas service after the road has been paved, UGI will be allowed to provide the gas service and restoration will be done with the normal one foot cut back, compaction in lifts, base and top.

EMERGENCY WORK INCLUDING GAS SERVICE RENEWALS, LEAKS ON GAS MAINS, OTHER SIGNIFICANT MAINTENANCE – For any of these type work/projects, following new paving, and within five years of the pave date will require same restoration as New Business Gas Service unless in the travel lane, in which case it will require restoration of the cut and mill and overlay of five feet on either side of the cut and from the center lane to the curb, or if the cut crosses the center lane, full width curb to curb.

CORE RESTORATION - Will continue to be allowed where possible, no additional restoration required.

MINOR MAINTENANCE (making valves accessible, fixing boxes, lids, typically less than 4 sq. ft.) – Re-top the cuts and tar.

k. The City agrees that UGI's work performed in Mulberry, Wheeler and Linden Streets within the City has been acceptably restored in accordance with the PennDOT standards, and that UGI need not perform any additional work on those streets beyond what it has performed to date. If the City wishes to repave these streets curb-to-curb it would do so at its own expense.

l. Sections 412-12E and 412-12(F) shall be deleted from the June 2015 Ordinance, consistent with the prior Commonwealth Court Orders striking those provisions. In addition, the City agrees it will at no time attempt to regulate or exercise authority to control over any aspect of UGI's occupancy of PennDOT streets/highways located within the City.

3. **Approval by Commonwealth Court** – It is acknowledged and agreed that the effectiveness and validity of this Agreement shall be conditioned upon the Parties submission of this Agreement to the Pennsylvania Commonwealth Court, which each shall cooperate in so doing, for entry of an Order approving and adopting these terms such that they are thereafter enforceable as an Order of Court.

4. **No Admission of Liability** - Nothing in this Agreement, or in any action taken to implement this Agreement, or otherwise pursuant to this Agreement, shall constitute or be deemed or construed to constitute an admission by any Party hereto as to any liability or fault with respect to any claims and/or defenses made or threatened in or in connection with the Commonwealth Court case.

5. **Changes and Modifications Must be in Writing** - This Agreement may not be modified, amended, or otherwise changed in any way except in a writing signed by all Parties; provided further, each Party hereto agrees as a material condition hereof and in consideration for the other Parties' promises and obligations, that it will never in any legal proceedings argue, contend or allege that there has been any non-written modification of this Agreement.

6. **Binding Upon Successors, Etc.** -This Agreement shall be binding upon and inure to the benefit of the Parties and each one's personal representatives, heirs, beneficiaries, successors and assigns.

7. **Applicable Laws; Jurisdiction and Venue** -This Agreement shall be governed by and construed under and in accordance to the substantive laws of the Commonwealth of Pennsylvania, excluding its conflicts-of-laws principles. Any disputes or disagreements arising out of, relating to, or connected with this Agreement and/or the June 2015 ordinance and/or UGI use and occupancy of City rights-of-way, including any of the Parties' rights, entitlements, duties, obligations and/or liabilities hereunder, shall be and remain subject to the exclusive jurisdiction and venue of the Pennsylvania Commonwealth Court.

8. **Execution and Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. A signature transmitted by facsimile or other electronic means shall be considered an original.

9. **Entire Agreement; Prior Communications, Agreements, etc. Superseded and Extinguished** - This Agreement supersedes and terminates any and all prior or contemporaneous oral or written agreements between or among any of the Parties hereto, all of which shall be deemed merged herein and extinguished hereby. Provided further, this Agreement sets forth the entire understanding and agreement of the Parties with respect to the matters set forth herein, and there are no promises, representations, warranties, agreements, or undertakings, (written or verbal), between or among any of the Parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.

10. **Product of Mutual Negotiation and Draftsmanship** - This Agreement is the product of negotiations among the Parties and each one's counsel, and as a consequence, in construing the provisions of this Agreement, no inference or presumption shall be drawn against

any Party on the basis of which party or its attorney may have drafted any portion of this Agreement, and further, the doctrine of contract interpretation relating to ambiguities being interpreted against the drafter of the document shall not be applicable.

11. Adoption By Appropriate Municipal Actions and Authority – The City warrants and represents, recognizing that UGI is materially relying thereon in entering into this Agreement, that the terms of this Agreement have been authorized and approved by all necessary and appropriate municipal action and authority, including by Resolution and/or Ordinance, as may be applicable, so as to be binding and enforceable on the City, whether approved by City Council, authorizing the Mayor of the City to execute this Agreement on its behalf.

In that regard, a true and correct copy of the appropriate Resolution and/or Ordinance approving and adopting the terms of this Agreement is attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, and representing that each has authority to execute this Agreement on behalf of its respective Party, has executed this Agreement effective as of the Effective Date.

**UGI UTILITIES, INC.**

Bryan J. Michaels  
[witness]

By: Hans G. Bell  
Name: HANS G. BELL  
Title: CHIEF OPERATING OFFICER  
  
Date: 8-6-19

(Remaining Signatures on next page)

**CITY OF SCRANTON**

L. Reed  
[witness] Lori Reed  
City Clerk

By: [Signature]  
Name: Patrick Rogan  
Title: Acting Mayor  
  
Date: 07.19.2019

~~PENNSYLVANIA PUBLIC UTILITY COMMISSION~~

~~\_\_\_\_\_~~  
[witness]

~~\_\_\_\_\_~~  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF SCRANTON

ATTEST:

BY: Lori Reed  
Lori Reed, City Clerk

BY: Patrick Rogan  
Patrick Rogan, Acting Mayor

Date: 7.17.2019

Date: 07/17/2019

BY: Mary Lynn Carey  
Mary Lynn Carey, Deputy Controller

Date: 7-17-19

APPROVED AS TO FORM:

BY: Jessica L. Eskra  
Jessica L. Eskra, Esq., City Solicitor

Date: 7/17/19



CHECK DATE	CHECK NUMBER	CHECK AMOUNT	INVOICE #	INV DATE	DESCRIPTION
2.12.2019	20904736	\$ 7,553.00	13119	1/31/2019	PAVE CUTS for Jan 2019
3.7.2019	20905596	\$ 11,224.00	30419	3.4.2019	PAVE CUTS for Feb 2019
4.9.2019	20906665	\$ 19,471.00	40219	3.31.2019	PAVE CUTS for Mar 2019
5.9.2019	20907630	\$ 17,913.00	43019	4.30.2019	PAVE CUTS for April 2019
6.20.2019	20908838	\$ 14,493.00	053119	5.31.2019	says permits but assumed May 2019 Pave Cuts
<b>Total</b>		<b>\$ 70,654.00</b>			

2019

UGI Pave cuts

# EXHIBIT “B”



that settlement are hereby approved and adopted as an Order of this Court, so that they are hereafter enforceable by any party as an Order of Court.

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## DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 9, 2019

To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

RECEIVED  
SEP 10 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AMENDING RESOLUTION NO. 127, 2019 ENTITLED "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A SETTLEMENT AGREEMENT BY AND BETWEEN UGI UTILITIES, INC., ("UGI") THE CITY OF SCRANTON ("CITY") AND PENNSYLVANIA PUBLIC UTILITY COMMISSION ("PUC") TO SETTLE LITIGATION FILED AGAINST THE CITY AND PUC BY UGI" IN ORDER TO REMOVE THE PENNSYLVANIA UTILITY COMMISSION (PUC) FROM THE SETTLEMENT AGREEMENT.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl