

AGENDA
REGULAR MEETING OF COUNCIL
April 28, 2020
6:30 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 AGREEMENT BETWEEN KEYSTONE MISSION AND THE CITY OF SCRANTON TO OPERATE WESTON FIELDHOUSE AS AN EMERGENCY STAY-IN-PLACE HOMELESS SHELTER DURING THE COVID-19 PANDEMIC.

[Agreement between Keystone Mission and City of Scranton.pdf](#)
 - 3.B MINUTES OF THE ETHICS BOARD MEETING HELD MARCH 12, 2020.

[Ethics Board Meeting Minutes 03-12-2020.pdf](#)
 - 3.C MINUTES OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY BOARD MEETING HELD MARCH 7, 2020.

[Scranton Municipal Recreation Authority Meeting Minutes 03-07-2020.pdf](#)
 - 3.D MINUTES OF THE HISTORICAL ARCHITECTURE REVIEW BOARD MEETING HELD MARCH 12, 2020.
[HARB Meeting Minutes 03-12-2020.pdf](#)
 - 3.E CORRESPONDENCE RECEIVED FROM MAYOR PAIGE G. COGNETTI DATED APRIL 21, 2020 REGARDING RECENT APPOINTMENT OF THE CITY'S FIRE CHIEF.
[Correspondence received from Mayor Paige G. Cognetti dated](#)

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 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 59, 2019, ENTITLED "AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT A WASTE DISPOSAL AND COLLECTION FEE FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2020 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER." (EMERGENCY CERTIFICATE ATTACHED).

[Ordinance-2020 Waste Disposal & Collection Fee 2020.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A NO BUSINESS AT THIS TIME.

8. ADJOURNMENT

USE OF MUNICIPAL PROPERTY AGREEMENT BETWEEN
KEYSTONE MISSION, 501(c)(3) NON-PROFIT
AND
THE CITY OF SCRANTON, PENNSYLVANIA

RECEIVED

APR 21 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

This **Use of Municipal Property Agreement** (hereafter referred to as “Agreement”) is hereby entered into by and between the City of Scranton, Pennsylvania through its Office of Parks and Recreation (hereafter referred to as the “City”) and Keystone Mission (hereafter referred to as “Keystone Mission”), a 501(c)(3) non-profit organization being duly registered with the Commonwealth of Pennsylvania Department of State .

ARTICLE I – Background And Objectives:

The purpose and intent of the Keystone Mission is helping the homeless, hungry, and hurting in Northeastern, Pennsylvania, through providing shelter and other of life’s necessities in designated transformation facilities. The purpose and intent of this agreement is to allow the City to aid Keystone Mission’s purpose through allowing Keystone Mission to use City owned property, namely Weston Fieldhouse, during the declared COVID-19 State of Emergency to allow the individuals Keystone Mission serves to observe and safely implement the Governor of Pennsylvania’s March 23, 2020 Stay-In-Place order.

Weston Fieldhouse

Weston Fieldhouse (hereafter referred to as the “Fieldhouse”) is the main building located on Weston Field Park Complex 982 Providence Rd, North Scranton, PA 18508. The Fieldhouse is generally open to the public for various activities including swimming, boxing, basketball public meetings, outdoor recreation and sports, and more. The Fieldhouse contains locker room facilities complete with showers. Presently, the entire Weston Field Park Complex is closed to the public due to the COVID-19 State of Emergency. The Fieldhouse, while empty and closed to the public, is capable of being transformed into an emergency shelter-in-place facility for twenty (20) to twenty-five (25) individuals.

The Project

The City and Keystone Mission seek to work in cooperation to transform the Fieldhouse in the emergency shelter-in-place facility that is sorely needed during the COVID-19 State of Emergency. Keystone Mission’s purpose, experience, and staffing makes Keystone Mission best suited to facilitate and run the shelter-in-place facility at the Fieldhouse.

Objectives

The Objective of this Agreement is for Keystone Mission to provide City of Scranton residents who meet the specific admission policy requirements with shelter, food, entertainment, and hygienic necessities in a manner that meets the entire Center for Disease Control guidelines for the COVID-19 State of Emergency Shelter-In-Place directives. *See Attachment 1*.

ARTICLE II – Legal Authority:

On April 7, 2020, Scranton City Council enacted an Emergency Ordinance (hereafter referred to as the “Ordinance”) ratifying the Mayor of the City of Scranton Paige G. Cognetti’s (hereafter referred to as the “Mayor”) Declaration of a State of Emergency.

Section(1)(B) of the Ordinance grants the mayor authority to “temporarily for the duration of the pandemic, lease and/or authorize the use of City-owned lands to medical providers, health care facilities, social service agencies and/or other entities who are directly responding to the public health emergency and are in need of additional accommodations to provide and enable vital medical care to citizens of the City of Scranton pursuant to City of Scranton Home Rule Charter §502(8)[.]”

Further, Section(1)(C) of the Ordinance authorizes the Mayor to “amend or repeal temporarily the applications of zoning, building, planning, or licensing requirements contained in all prior legislation to medical providers, health care facilities, social service agencies and/or other entities who are directly responding to the public health emergency and intend to erect, construct, modify, expand, or establish a new medical facility or other structure necessary pursuant to City of Scranton Home Rule Charter §502(10)[.]”

It is pursuant to these sections of the Ordinance, and all other applicable Commonwealth of Pennsylvania Rules, Regulations, and Statutes that this Agreement is being entered into.

ARTICLE III – Responsibilities and Understandings of the Parties:

The City and Keystone Mission agree to perform the functions specified below in accordance with the provisions of this Agreement. Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by Keystone Mission for goods or services provided by the City.

A. For the term of this Agreement Keystone Mission agrees to:

1. **Maintain and operate Weston Fieldhouse.** Keystone Mission shall be responsible for all ongoing and recurring maintenance requirements, and maintenance work performance in Weston Fieldhouse at no cost to the City except as otherwise provided for herein.
2. Cooperate and coordinate with the City and its representatives, agents, designees, to consistently facilitate, and collaborate on, this Agreement in an expeditious manner.
3. Provide comments to the City on the Maintenance and Operations of the Fieldhouse every seven (7) days following execution of this agreement.
4. Consult with the City before entering into any agreement with any third party (e.g., for medical checks, plumbing work, cleaning, etc.) in furtherance of maintenance and management activities hereunder which affect Keystone Mission's operations while utilizing the Fieldhouse. No such agreement may authorize activities on City property without advance approval by the City, which shall not be unreasonably withheld.

5. Keystone Mission shall not authorize activities at the Fieldhouse beyond simple ingress and egress, without advance approval by the City. Any contract or special use permit shall state its terms and conditions, the approved uses, the term of agreement, and when and under what circumstances it may be terminated.
6. Include within all contracts it executes in furtherance of its maintenance and operations responsibilities, a provision requiring its contractor(s) and consultants who are working within the Fieldhouse, and will have access to the Fieldhouse, to obtain any necessary licenses and permits, and to comply with any applicable Federal, state and municipal laws, codes and regulations in the performance of the activities or work authorized hereunder.
7. Ensure that any contractor authorized to perform work in the Fieldhouse shall be responsible for all damage to persons or property that occurs as a result of the contractor's fault or negligence and indemnifies and holds harmless the City from and against any claims, obligations or liabilities that may arise out of or relate to the contractor's acts or omissions..
8. Review, and approve as appropriate, in a timely manner all administrative requirements pursuant to this Agreement.
9. Inform the City of maintenance and law enforcement protection problems or concerns so the City can take corrective action.
10. Provide the City and its authorized agents access to the Fieldhouse.

B. For the Term of this Agreement Keystone Mission agrees to:

1. **Maintain and operate the Plaza.** Keystone Mission shall be responsible for all ongoing and recurring maintenance requirements, maintenance work, improvements and replacements and funding for all maintenance, improvement and replacements in the Fieldhouse, including light bulbs.
2. Keystone Mission shall be responsible for notify the City immediately of all emergency responses and incidents within the Fieldhouse and subsequently provide to the City copies of all written incident reports of which the City has actual knowledge.
3. Keystone Mission may enter into agreements with other individuals and entities for use of the Fieldhouse which are consistent with the purposes and activities authorized by this Agreement. However, no such agreement may authorize activities on City property without obtaining a special use permit or other appropriate advance approval from the City. Any contract or agreement shall state its terms and conditions, the approved uses, the term of agreement, and when and under what circumstances it may be terminated.
4. Ensure that any contractor authorized to perform work in the Fieldhouse shall be responsible for all damage to persons or property that occurs as a result of the contractor's fault or negligence and indemnifies and holds harmless the City and NPS from and against any claims, obligations or liabilities that may arise out of or relate to the contractor's acts or omissions.

5. Provide for the safety of all persons who gain admission to the Fieldhouse. Keystone Mission shall take such steps as are necessary to insure a safe and healthful environment for its employees, volunteers, cooperators, program participants, and the general public. Keystone Mission shall follow the guidelines set forth in GUEST OFFENSES AND PENALTIES guidelines. *See* "Attachment 2."
6. Keystone Mission shall **Indemnify and Hold Harmless** the City pursuant to the Indemnification and Hold Harmless Agreement that Keystone Mission and the City have entered into. *See* "Attachment 3."
7. Comply with the terms of applicable laws, regulations and Government policies.
8. Obtain a special use permit or other appropriate approvals prior to undertaking activities in a park unit.

C. For the Term of this Agreement, the City agrees to:

1. Provide, at no cost to Keystone Mission, water at the Weston Fieldhouse and electricity at the Weston Fieldhouse. The City's obligation hereunder is merely to supply the electrical current and water supply and to pay for the same.
2. Provide to Keystone Mission a list of responsible persons, with telephone numbers, to be contacted in an emergency.
3. Make timely decisions on matters necessary to properly implement and administer this Agreement.
6. Work in good faith to execute other legal instruments, as needed, in supplement to this Agreement necessary to meet the mutual objectives of the parties. Such agreements may include, without limitation, Fundraising Agreements, Partnership Agreements, and Cooperative Agreements.

ARTICLE IV – Term of Agreement:

Unless earlier terminated by operation of the terms of this Agreement, or by agreement of the parties in writing, Keystone Mission shall have sole access to the Fieldhouse and abide by the terms and conditions of this Agreement until the current declared COVID-19 State of Emergency enacted in the City of Scranton is lifted. Keystone Mission shall have seven (7) days to wrap up its operation following the termination of the declared COVID-19 State of Emergency.

ARTICLE V – Termination and Expiration:

A. *Termination:*

Either party may terminate this Agreement for any reason by giving 60 days written notice. Neither party shall be liable to the other for any costs or claims in the event of

termination. Termination will be effective at the end of the 60 day period

B. *Expiration:*

This Agreement, unless otherwise previously terminated, shall expire on its own upon the declaration that the current declared COVID-19 State of Emergency enacted in the City of Scranton has been lifted. Keystone Mission shall have seven (7) days to wrap up its operation following the termination of the declared COVID-19 State of Emergency.

ARTICLE VI - Key Officials:

Any notice, demand, waiver, approval or consent hereunder shall be in writing and shall be deemed duly served if (a) sent by hand, (b) mailed by registered or certified mail in any post office station or letter box in the continental United States, return receipt requested, or (c) sent by nationally recognized overnight courier, (d) electronic mail.

1. If to City, addressed as follows:

**City Solicitor
Scranton Municipal Building
340 North Washington Avenue
Scranton, PA 18503
jprice@scrantonpa.gov**

2. If to Keystone Mission, addressed as follows:

**Keystone Mission
P.O. Box 470
Scranton, PA 18501
justin.behrens@keystonemission.org**

If any Key Official changes, the parties should be notified in within 30 days.

ARTICLE VII – Prior Approval:

Keystone Mission shall obtain prior written approval and necessary permits from NPS before holding special events or activities within the Fieldhouse.

ARTICLE VIII – Liability and Insurance:

Keystone Mission shall indemnify, defend and hold harmless the City and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of Keystone Mission, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. Keystone Mission shall promptly pay the City the full value of all damages to the lands or other property of the City caused by Keystone Mission, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as

agreed to by the parties, shall undertake the remedial work to repair or replace the damaged lands or property. Keystone Mission will cooperate with the City in the investigation and defense of any claims that may be filed with the City arising out of the activities of Keystone Mission, its employees, agents, representatives or contractors (including any contractor's subcontractors).

Keystone Mission shall maintain or cause to be maintained fire and extended coverage insurance in respect of the buildings and other improvements in the Weston Park Complex, including the Fieldhouse normally covered by such insurance for the benefit of the Keystone Mission. The fire and extended coverage insurance will be in the amount \$500,000.00. Keystone Mission may also maintain in respect of the improvements to the Fieldhouse any other forms and types of insurance which Keystone Mission shall deem reasonable in its own judgment. Keystone Mission shall have the right to provide any insurance maintained or caused to be maintained by it under blanket policies.

Keystone Mission shall also maintain General Liability Insurance in respect of the Filedhouse and the conduct and operation of business therein, with the City as additional insureds, with limits of not less than \$1,000,000 combined single limit for bodily injury or death and property damage in any one occurrence. In addition, Keystone Mission shall also have a Commercial Umbrella Policy of Insurance with limits of at least \$1,000,000.00

Keystone Mission shall also maintain Worker's Compensation Insurance in amounts of the Statutory Limit and such insurance may be in the form of a self-insured fund as approved by the Commonwealth of Pennsylvania Department of Labor and Industry.

Keystone Mission shall deliver to the City any additional insured(s) certificates for such fully paid-for policies on or before the Commencement Date. Keystone Mission shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Keystone Mission shall deliver to the City any additional insured(s) certificates therefore at least 30 days before the expiration of any existing policy. All such policies shall be issued by companies of recognized responsibility licensed to do business in the Commonwealth of Pennsylvania and having a Best's Rating of at least A-VII. Such policies shall contain a provision whereby the same cannot be cancelled unless NPS is given at least 30 days' prior written notice of such cancellation.

ARTICLE IX – General Provisions:

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

During performance under this Agreement, Keystone Mission agrees to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin.

- B. City Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the City or Keystone Mission to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate the City to spend funds on any particular project or purpose, even if funds are available.

- E. Drug Free Workplace Act: Keystone Mission certifies that comprehensive actions will be taken to ensure the workplace is drug-free.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- G. Assignment, Binding Effect: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- H. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- I. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the City to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time.
- J. Disclaimers of Government Endorsement: Keystone Mission will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the City or any of its agents or employees endorses any business, brands, goods or services.
- K. Public Release of Information: Keystone Mission must obtain prior written approval through the City's Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The City will make a good-faith effort to expeditiously respond to such requests.
- L. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of Keystone Mission and the City.
- M. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by Keystone Mission and the City.
- N. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- O. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against

the party signing such counterpart, but which together shall constitute one and the same instrument.

- P. Agency: Keystone Mission is not an agent or representative of the City, nor will Keystone Mission represent itself as such to third parties.
- Q. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- R. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- S. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.
- T. Independent Parties: Nothing in this Agreement shall be construed as establishing a contractual or agency relationship between the City and Keystone Mission, any contractor or consultant of the Parties herein.
- U. Limitations: Nothing in this Agreement shall be construed as in any way impairing the general powers of the City for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be inconsistent with or contrary to the purpose of or intent of any City Ordinance, Act of the Pennsylvania General Assembly, or Act of U.S. Congress.
- V. Amendment: Modifications and additions to the provisions of this Agreement shall be made in writing and shall become effective only upon the written approval of both parties to this Agreement. Amendments must be dated and signed by the authorized representative to this Agreement.

ARTICLE XII – Attachments:

Attachment 1: Keystone Mission's Intake Form and Policies;
Attachment 2: Keystone Mission's Guest Offenses And Penalties;
Attachment 3: Indemnification and Hold Harmless Agreement.

ARTICLE XIII – Signatures:

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Agreement.

Keystone Mission

Justine Behrens
Chief Executive Officer, Keystone Mission

Date

City of Scranton

Witness/Attest: Lori Reed
City Clerk

Date

Paige G. Cagnetti, Mayor
City of Scranton

Date

Brian Fallon,
City of Scranton Director of Parks
and Recreation

Date

Approved as to Form:

Jessica Eskra, City Solicitor

Date

Program Intake Information

BASIC INFORMATION			
Last name:	First name:	Middle name:	Date: SSN:
Allergies:	Date of birth/Place of Birth:	Age:	Race:
What is the postal code of your last permanent address? _____ <input type="checkbox"/> Don't know <input type="checkbox"/> Declined to answer		Education: Military:	
CLIENT CONTACT INFORMATION			
Client Telephone:		Email address:	
Emergency Contact Person: Next of Kin:		Emergency Phone:	
HOUSEHOLD INFORMATION			
Evictions? <input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, how many? _____ How much do you owe? _____		
Past Due Utilities? <input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, which companies? _____ How much do you owe? _____		
Income (Job, SSI/SSD, Child Support):		Denomination/Church/Transportation to Service:	
Vehicle? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, make, model and license plate number: Copy of Insurance received? <input type="checkbox"/> No <input type="checkbox"/> Yes Copy of Registration received? <input type="checkbox"/> No <input type="checkbox"/> Yes		Primary residence prior to program entry? Length of stay? Reason for homelessness? First time homeless? If no, how often have you been before?	
DHS Case or Insurance (Worker name, what benefits, sanctioned):			
CPS Involvement/Worker Name:			
Medical Questions: Do you have a chronic medical condition(s)? _____ Do you have a communicable disease(s)? _____ Do you have a history of mental health diagnosis? _____ Do you have a history of addiction? _____ Are you currently (or your children) currently on medications? _____ If yes, please list _____ Medical Assessment Needed? <input type="checkbox"/> No <input type="checkbox"/> Yes Appointment – Day: _____ Time: _____		Summary:	
Other Agency Involvement:			
Legal issues (family court, fines, jail, custody):			
Are you in a domestic violence relationship?	Are you pregnant? Due Date: _____		



KEYSRES-01

EPATTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Merriam Insurance Agency P.O. Box 1038 Schenectady, NY 12301	CONTACT NAME: PHONE (A/C, No, Ext): (518) 393-2109 E-MAIL ADDRESS: insurance@merriaminsurance.com	FAX (A/C, No): (518) 346-0996
	INSURER(S) AFFORDING COVERAGE	
INSURED Keystone Rescue Mission Alliance, Inc. DBA Keystone Mission P.O. Box 470 Scranton, PA 18501-0470	INSURER A: Great American Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	X		APC324676000	10/25/2019	10/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		UMB324676200	10/25/2019	10/25/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ General Agg \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As per policy form CG 89 70 (Ed. 11/14) Certificate Holder is listed as Additional Insured.

CERTIFICATE HOLDER City of Scranton City Solicitor Scranton Municipal Building 340 North Washington Avenue Scranton, PA 18503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. "**Bodily Injury**" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph 9.a. of **Definitions** is replaced with the following:
 9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
 - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
 - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
 - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
 - (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
 - (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
 - (dd) be neither expected nor intended from the standpoint of any insured; and
 - (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
 - (ff) not originate at or from a storage tank or other container, duct or piping which:
 - a. is below the surface of the ground or water; or
 - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.
2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:
- Land or water, whether below ground level or not, is not tangible property.
3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

- a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:
- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
 - b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
 - c. the Additional Insureds financial control of you; or
 - d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is \$ 1,000.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is \$ 5,000. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item 14.:
 - h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.



City of Scranton

Ethics Board

340 N. Washington Avenue
Scranton, PA 18503

Board Members: Stephanie Bressler, Andrew Heller,
Carol Migliorino, Bruce Reddock, Mary Jo Sheridan

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APR 21 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Minutes of the Ethics Board Meeting Governor's Room, City Hall Thursday, March 12, 2020 @ 6:00 p.m.

I. Call to Order

Ethics Board Chairwoman Mary Jo Sheridan called the meeting to order at 6:05 p.m.

II. Roll Call

All Ethics Board Members were in attendance and responded "present" to the roll call.

III. Report from the Chairwoman

Chairwoman Sheridan reported the Board met in executive session on March 4th to review a personnel matter. She also reported that she and Board Member Andy Heller met with City Council President Bill Gaughan on January 29th to review priority to set up a mechanism to hear complaints by first hiring a solicitor. Chairwoman Sheridan said the Board will also meet with the Mayor Cagnetti and the City Controller to discuss priorities.

IV. Citizen Participation

Members of the public raised questions about hiring a solicitor, securing office space and post office box, updating the Board's presence on the City website, posting financial statements, updating political contribution limits, revising the Ethics Code, and "keeping city officials at arm's length" in setting priorities. Chairwoman Sheridan advised the public that the Board's priority is to hire a solicitor who can assist the Board in addressing these concerns.

V. Executive Session

The Board met in Executive Session to interview three applicants for the solicitor position.

VI. Appointment of a Solicitor

The Board voted for solicitor by paper ballot in public session. Based on the tally of votes, Chairwoman Sheridan made a motion to appoint Attorney John Hart as solicitor. Board Member Heller seconded the motion. All Board Members voted yes on the motion.

VII. Other Business

Reading and Approval of Minutes

Board Member Carol Migliorino made a motion to suspend the reading of and to approve the minutes of the January 9th meeting. Board Member Bruce Reddock seconded the motion. The motion passed with yes votes from all Board Members.

VIII. Adjournment

Board Member Migliorino made a motion to adjourn at 6:53 p.m. Board Member Heller seconded the motion. The motion passed with yes votes from all Board Members.

**Respectfully submitted,
Stephanie Bressler
Board Member**

Scranton Municipal Recreation Board Meeting
Thursday, March 7, 2020
Everhart Museum at 6pm

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Call to Order:

OFFICE OF CITY
COUNCIL/CITY CLERK

Pledge of Allegiance:

Attendance:

Present: Bob Gattens, President, Jerry Smurl, Katie Gallagher, Bob Shumaker, Mike Williams and Attorney Paul Kelly, Solicitor

Absent: Paul DeAntona, Tim Woody

February Minutes

- **Motion to approve February minutes made by Mr. Smurl; 2nd Mr. Shumaker. Motion carries with a 5-0 vote.**

Treasury report:

- Mr. Williams provided an overview of recent invoices.
- **Motion to approve current bills made by Mr. Smurl; 2nd Mr. Shumaker. Motion carries with a 5-0 vote.**

Citizen Participation

Jess Nolan

- Seeking update on playground areas (i.e. upkeep and maintenance)
 - Mr. Gattens noted that he is currently researching grants to help update the playgrounds because funding is tough and new equipment is costly.
 - Jaybird Playground – Per Mr. Gattens, the goal is to replace the equipment that is there by mid-summer; hope to double to size of the playground; replace handicap seats (currently no straps); excavate area.
 - Lower Playground – Per Mr. Gattens, this playground will likely be removed due to maintenance difficulties (trucks can't access the area). The wood on the playground is also weathered.
 - Ms. Nolan advised that the Board may face resistance on removal since this playground was a community project.
 - Ms. Nolan requested that any outstanding issues be fixed if there is lag time before new equipment is in place.
- Ms. Nolan also inquired if the public can get access to meeting agenda and past minutes to increase transparency.
 - Mr. Gattens noted the use of the Nay Aug Facebook page for announcements and park updates and the availability of general information on the www.scrantonpa.gov website.
 - Working towards making past minutes available.
 - Mr. Smurl also noted that there is a bulletin board at the maintenance building that could be used for announcements.

Peter Anaia

- Inquired if the Board ever reached out to the NEPA Center for Independent Living regarding funding for handicap equipment. States this organization frequently gives money to good causes.
 - Mr. Gattens noted he would reach out to the group.
- Mr. Anaia also offered commentary towards web sources used by Board
 - Noted that Facebook is easy to run, but not as easy to navigate as a website. If developing a new website, recommends using a content management system.
 - Per Mr. Smurl, the Nay Aug page on the www.scrantonpa.gov website is run by the City's IT Department.
 - Audience member Michele Dempsey noted that if City allows it, there are websites available through Google sites.
 - Mr. Shumaker noted that some local professionals might also be willing to donate time to assist with website development.
 - Mr. Gattens asked Solicitor Kelly if approval needed from City to have individual website. Solicitor Kelly stated approval is not required.

Ed

- Inquired when rest of Christmas lights will come down.
- Mr. Gattens stated that he is not sure what the holdup is. Plans to discuss the matter with Mr. Brian Fallon tonight. Aware of a bucket truck down and lower employee count (one out on worker's compensation).

Old Business/New Business

Movies in the Park

- Mr. Gattens presented information regarding potential movie nights at the park. He emphasized that this is not a topic to be voted on tonight, but the beginning of a discussion. Mr. Gattens noted the following cost options:
 - Option A: \$12,000 (approx.) to purchase an inflatable screen, blue ray projector & sound system that the Board would own. Once equipment is ordered, it takes 3 weeks for delivery.
 - Option B: Rent equipment from a company for \$1,900 per showing
- Mr. Gattens stated he has begun to research the legality of showing movies. Noted that Swank Productions is a company that owns a great majority of movie titles.
- Interested in screening the films on Friday or Saturday nights.
- Mr. Gattens also noted that Maureen McGuigan (Deputy Director of Arts and Culture for Lackawanna County) requested \$1,000 from Lackawanna County to support this endeavor.
- Wants to have corporate sponsorships for each movie.
- Interested in offering an adult movie night once a month.

Park Improvements & Happenings:

- Olive Street Entrance
 - Mr. Gattens provided an overview and update on the beautification project at the Olive Street Entrance. Noted that entire project so far has been

accomplished via volunteer equipment and labor. Currently, the volunteers are stacking rocks to create a border.

- The Shade Tree Commission donated 30 trees to the project (i.e. October Glories; Japanese Lilacs)
- Talking with Lowes about potential donations for other planting supplies
- The area will require an estimated 7-8 tri-axles of topsoil. Mr. Gattens has reached out to 2 different companies for quotes on the same (Hanover Farms and Airport Sand and Gravel Co, Inc.). Need to get dirt in to let it settle. Estimating \$350 per load.
- Currently seeking a motion to move forward with the topsoil. Solicitor Kelly recommends authorizing Mr. Shumaker up to \$3,000 for topsoil project.
- **Motion to move forward with the topsoil project for the Olive Street entrance with up to \$3,000 allocated towards the cost of topsoil made by Mr. Shumaker, 2nd Mr. Smurl; 5-0.**
- Jess Nolan inquired about using native trees in this area. Mr. Shumaker noted that he is working with city arborist to select trees and considering many factors including durability and disease resistance. Hoping to get 100 new trees planted by the time the growing season is over.
- Paving/Parking lot work:
 - Mr. Gattens noted that there will be paving in front of the garage of the maintenance building for machinery to sit on. The area is approximately 30 feet.
 - Parking area near 12 Days of Christmas display: Parking blocks and lining will be placed as a safety measure so cars don't stick out when parked. Project to be completed when the weather breaks.
- Lighting:
 - Mr. Gattens noted that the lot across from the pool is very dark and tends to be a hangout spot. Wants to put 2 lights in this area to be completed at a later time (August/September)
- Memorial trees:
 - Mr. Gattens noted the availability of memorial trees instead of markers. The elimination of markers was voted on at a previous Board meeting due to safety and maintenance factors.
- Refreshment stand (currently vacant):
 - Vending machines to go into this building per the requirement of state law to offer liquid drink. Board not looking to make money on this endeavor. Beverages will be offered at cost. Believes the Board should consider alternate uses for the building, such as turning the building into a Park Office and utilizing it during the holiday light show, for meetings, etc.
- Concerts:
 - Mr. Gattens noted he is looking for local bands to play in the park on Sundays and Wednesdays. The location will be on backside of the park.
- Earth Day cleanups:
 - Marywood planning to come to the park for a cleanup on April 5th with 55 students and teachers

- April 18th from 9am-12pm: Goal to get as many volunteers for a cleanup at the park. Interested in handing out aluminum bottles to all volunteers.
- Pool repairs
 - Mr. Gattens noted that bids to replace the pool liner will be opened tonight. Also discussed the general process that will take place, including repair to the concrete steps, skim coat, liner and sidewalks. Mr. Gattens made note of money that the City budgeted towards this project, as well as grant money that has been acquired to assist with costs of the project.
- Maintenance building – lighting and camera system
 - Mr. Smurl proposing the purchase of a camera system to protect and secure the assets in the maintenance building area, including the newly purchased tractor. System includes 8 cameras that record 24/7 and are able to read license plates with a range of 100 feet. The cost is \$900 for the camera system. Additionally, recommends installing LED lighting to the area to make the cameras work effectively.
 - **Motion to acquire camera system and LED lighting with a cap of \$3,000 for purchase and installation of equipment made by Mr. Smurl; 2nd Mr. Shumaker. Motion carries with a 5-0 vote.**
 - Jess Nolan inquired about what Board will do with instances of dumping. States she is hopeful that cameras and gates deter dumping.
 - Mr. Gattens noted that the Board would seek to prosecute any illegal dumping
 - Additional question regarding the basketball program discussed previously at a Board meeting
 - Mr. Gattens noted that East Mountain received the cameras instead of Nay Aug
 - Will inquire about pricing for a basketball court when pavers are present for maintenance building work.
- East Scranton Little League
 - Mr. Gattens stated he would like to extend an invitation to the families of the East Scranton Little League to use the Schimelfenig Pavillion and pool at no charge on June 28th (Sunday). Michele Dempsey present at the meeting to represent the Little League.
 - **Motion to allow the East Scranton Little League to use the Schimelfenig Pavilion and have pool access for free on June 28th made by Mr. Smurl; 2nd Mr. Shumaker. Motion carries with a vote of 5-0.**

Solicitor Notes

The Blackwatch Café

- Solicitor Kelly noted that tenant Patrick Hinton of The Blackwatch Café was present at the meeting and is seeking approval for a Landlord's Waiver and Consent form, which was provided to Solicitor Kelly on March 6, 2020. Solicitor Kelly noted the document had typographical glitches initially, which have since been remedied. Solicitor Kelly advised the Board that this form will help Mr.

Hinton's line of credit for the remodeling project. He also noted he reviewed and approves of said form.

- **Motion for Board Chairman to execute the Landlord's Waiver and Consent form made by Mr. Smurl; 2nd Bob Shumaker. Motion carries with a 5-0 vote.**
- Solicitor Kelly stated this document needs to be notarized, so he will work with Mr. Gattens to have it properly signed and notarized.
- Solicitor Kelly inquired if Mr. Hinton had any questions.
 - Mr. Hinton noted the biggest portion of the remodeling project will begin in next week or two. Stated the floor has to be partially dug up to replace antiquated drain system. Digging will extend 3 feet outside of building.
 - Mr. Hinton noted that building never had gas and is working with UGI to install a gas line to the building. According to Mr. Hinton, his UGI contact (Mr. O'Connor) stated that placing the line does not require digging up the sidewalk. Any grass that is dug up will also be reseeded.
 - Solicitor Kelly stated he wants in writing who will be replanting grass seed.
 - Mr. Hinton noted that UGI would be sending a letter with details about the project.
 - Mr. Hinton also noted that the water company may move the water meter closer to the building. Inquiring about locations of new lamp posts.
 - Mr. Gattens stated he would meet with Mr. Hinton separately to identify conduit locations.
 - Mr. Hinton noted difficulty switching utilities to his name because of lack of address of the building. Mr. Smurl stated the meters should have identification numbers that can be used to identify each line.
 - Mr. Hinton inquired about possibility of adding a temporary shed (approximately 8x10-8x12) if needed for storage.
 - Solicitor Kelly stated that he spoke with the solicitor for the Historical Architectural Review Board (HARB) who recommended that Mr. Hinton get approval from HARB before he can present plans for temporary shed to the Board.

Park schedule and forms

- Solicitor Kelly noted that Mr. Gattens provided proposed revisions to the schedule and rental forms for the pavilions and pool area. Proposed changes to the documents include:
 - updated rental costs (\$150 for Schimelfenig & Marmi Pavilion; \$50 for Band Stand; \$100 for Tree House; \$175 for races)
 - refundable cleaning deposit (\$100)
 - requirement to provide a copy of a current license
 - updated methods of payment (including via credit card)
 - notice of 14 days to make payment in full upon receipt of contract
- **Motion to accept the updated terms for the rental forms including the above listed fee adjustments made by Mr. Smurl; 2nd Mr. Shumaker. Motion carries with a 5-0 vote.**

- Solicitor Kelly also made note that the Board members are required to return the Financial Responsibility Forms to the City Clerk by May 1st. Copies provided.

Pool liner bids

- Opening of the bids for the pool liner: Solicitor Kelly stated that at the direction of the Board at the February 2020 meeting he placed an advertisement in the Scranton Times to request bids to replace the liner in the “slide pool”. The advertisement ran February 16th and 17th and stated that the bids were due to Attorney Kelly by 6pm on March 7th (tonight). The following companies provided bids:
 - Renosys
 - Membrane Concepts
 - Natare Corp. (Scott Caldwell) – Solicitor Kelly noted that the delivery of this bid was attempted via postal service (he received notice of the attempt). In his opinion there is very clear record that the bid would have been received if he was present for the package delivery. Considers this company to be in compliance with the requirement.
 - Aqua Concept (Whitney NY)
- Solicitor Kelly recommended that the Board open and read the figures aloud. He also recommended that Mr. Chairman form a subcommittee and call a special meeting to discuss the bids and come up with a recommendation for the Board to vote on at the next meeting. Solicitor Kelly noted that in order to meet the legal requirements to hold a special meeting, it has to be advertised in the newspaper. During the special meeting, the only business to be discussed will be the submitted bids. Once a recommendation is reached, the entire Board will have to vote to approve the recommended bid at its next meeting.
- Once the above details were outlined, the bids were read aloud:
 - Renosys → \$108,845.00 to furnish and install PVC pool membrane; furnish and install stainless steel skirt
 - Membrane concepts → \$190,000
 - Aqua Concept → \$148,144.00
 - Natare Corp → In light of the attempted delivery, the Board agreed that the Natare Corp bid would have to be received by the end of business on March 8th in order to be considered.

Motion to adjourn meeting made by Ms. Gallagher. 2nd Mr. Smurl. Motion carries with a 5-0 vote.



City of Scranton
Historic Architectural Review Board
340 N. Washington Avenue
Scranton, PA 18503
SOLICITOR: Timothy Corbett, Esquire
Chairman: Richard Leonori, AIA

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APR 24 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

March 12, 2020 HARB Monthly Meeting
5:30 p.m.
Approved Minutes

I. Roll Call

Present: Chairman - Rich Leonori, Mike Muller, Jennifer Davis, Nell O'Boyle, Lee Borthwick,

Solicitor: Tim Corbett

Coordinator: Denise Nytch

Absent: Bill Lesniak, Katie Gilmartin, Katie Kearney

Review of Minutes

Motion made by Nell O'Boyle to approve the February 2020 Monthly Meeting Minutes.
Seconded by Lee Borthwick. All in favor.

Motion made by Mike Muller to approve the February 2020 Special Meeting Minutes.
Seconded by Nell. All in favor.

II. Review of Application(s) for Certificates of Appropriateness –

- A. Review of Certificate of Appropriateness for 316 Penn Avenue – Knowles Building - installation of an awning. Denied. HARB recommends that awning width match the width of the building facade by adding additional awning of same material over adjacent office door. HARB does not approve signage graphics on awning and recommends Relocation of signage graphics on glass windows.

Motion was made by Jennifer Davis to Deny. Recommendations must be met for approval by the board.

Seconded by Mike Muller. All in favor.

- B. Review of Certificate of Appropriateness for 424 Wyoming Avenue – Finch Towners – Window replacement. Approval with conditions. Recommendation of approved window replacement on a multi-year schedule for entire building to meet specifications as presented at March 12, 2020 HARB meeting. Additionally, HARB approves of the sanding and scraping existing wood windows to be painted a color to match existing.

Motion was made by Lee Borthwick to approve window replacement.

Seconded by Nell O'Boyle. All in favor.

- C. Review of Certificate of Appropriateness for 436 Spruce Street – Brooks Building – Window Replacement & HVAC replacement. HVAC Units approved with the proposed work, understanding that the existing attachment method be maintained for the new unit.

Motion was made by Lee Borthwick to approve with above recommendation.
Seconded by Nell O'Boyle. Mike Muller recused himself. All in favor.

Window and Door replacement on Brooks Building: Denied. Recommendation is that all windows to be replaced as depicted on 1/A2.0 shall be of a dark bronze or black color finish. In lieu of blocking up window and door on elevation 1/A2.0, HARB recommends maintaining the window openings by replacing windows at both second floor window locations and construct an interior wall behind the windows to create false windows. The first floor door should remain and a false wall should be constructed on the interior face of the door. The new windows should match new windows on rear façade and should be of the same dark bronze or black color.

Motion was made by Jennifer David to approve with above recommendation.
Seconded by Lee Borthwick. Mike Muller recused himself. All in favor.

III. Topics of Discussion

- a. Approval of payment for Solicitor Tim Corbett's Invoice from August 1, 2019 thru March 11, 2020 in the amount of \$1,681.50.

Motion made by Jennifer Davis to pay Solicitor Corbett's Invoice.
Seconded by Mike Muller. All in favor.

- b. Approval of payment for Scranton Times Invoice for Ad for Special February meeting in the amount of \$78.25.

Motion made by Nell O'Boyle to pay Scranton Times Invoice.
Seconded by Mike Muller. All in favor.

- c. FCC letter regarding placing a cell tower at 1027-1001 Ridge Row – not action is needed by HARB.
- d. ACER Associates letter regarding replacing 18.2ft. traffic pole with new 32.8 ft. pole – no action is needed by HARB (location 835 Providence Road)

IV. Miscellaneous

Nothing to report at this time.

V. Date of Next Regularly Scheduled Meeting

Thursday, April _____, 2020 at 5:30pm in Governor's Room.

VI. Adjournment

Motion was made to adjourn by Mike Muller and seconded by Nell O'Boyle; all in favor.



OFFICE OF THE MAYOR

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

April 21, 2020

RECEIVED

APR 24 2020

Scranton City Council
340 N. Washington Avenue
Scranton, PA 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Councilpersons:

I am writing regarding the recent appointment of Al Lucas to Chief of the City's Fire Department along with taking the helm of our Emergency Management services. Chief Lucas has served Scranton with distinction as a firefighter since 1991, with promotions to Captain and Deputy Chief. He embodies dedicated public service and I was pleased that Council unanimously recognized his exceptional qualifications for the position.

Nevertheless, it was disheartening that any Council member would have voted against his appointment because he or she disagreed with my decision, which was within my authorized power — to appropriate unexpended, budgeted salary in the Fire Department's 2020 Budget and so avoid the absurd result of Chief Lucas suffering a pay cut by stepping up to lead our Fire Department and Emergency Management services during a time of an unprecedented public-health crisis. Given that the votes against Chief Lucas were not based on any qualifications deficiencies, nor on any lack of ability to competently discharge the duties of his positions, I respectfully ask Council to reconsider – to amend the record at your next meeting by taking the affirmative, positive action of unanimously endorsing Al Lucas as Chief of the Scranton Fire Department. That decent act would send a well-deserved positive message to our Fire Chief, to our community, and to the many other dedicated, hard-working City employees who themselves aspire taking on leadership roles someday.

During Council's Caucus on March 31st Councilpersons Donahue and McAndrew questioned the basis of maintaining Al Lucas' salary level as he moved from Deputy to Chief. I answered those questions at the time. I was not present for your last meeting (Tuesday, April 14), but I understand that Councilperson Donahue expressed that he was awaiting a written response. I am not aware that such request was made prior to last week's meeting; nonetheless, I am happy to respond now:

The salary line item for the Fire Department in the 2020 Budget has unexpended salary due to not backfilling the Chief position between January 4 – March 23, and also not replacing the personnel vacancy in total for nine months — until September 2020.

The former Chief retired Jan. 3, 2020. Chief Lucas was not appointed until March 23, 2020. There were 80 days of unexpended salary for the budgeted Chief's position which resulted in a savings of \$18,570.54 for those 80 days. That alone covers the "discrepancy" between the budgeted fire chief salary and continuing Chief Lucas' current pay. There is also a budgeted, unexpended annual salary for a 'Private' position, of \$36,877.50 which represents 165 additional days of savings from March 23rd until September 1st when we can replace that private position in the fall Fire Academy. That will more than cover the approx. \$11,000 being paid to Chief Lucas to maintain his current, budgeted salary, which is above the unrealistic amount budgeted for the Fire Chief/Emergency Management Coordinator position (\$84,728)— less than the Deputy Chief earns.

Seeing this, I trust you will now agree there is no good fiscal, or other, reason to pursue this thread around Chief Lucas' appointment. Please let us get on to the important things we all must do to make our City government work well for our City and its citizens. Please join me in saluting Al Lucas, a remarkable public servant who works extra hard every day to help make our City safe and our City government work well for all of us.

I understand Council's desire for appropriate interface with the Mayor on matters relating to budgeted expenditures, and I respect it. I am willing to work with you to address concerns about the budgeting process, something which will be new for me and the majority of you this fall.

I hope you, likewise, understand and respect my obligations as the elected chief executive of this City to manage its departments, its personnel and its fiscal performance within the bounds of what I am authorized to do. To accomplish those things, I need good managers and proper management tools at my disposal. That includes the ability and flexibility to spend as needed within my authority. In that regard, let us all recognize what a "budget" is, and what it is not, and work together toward solutions as we approach the 2021 budget cycle.

I sincerely hope we will work together, collaboratively, so that we can all do our jobs properly, for the greater benefit of our City and its people. I look forward to an amicable and mutually productive relationship with each and all of you.

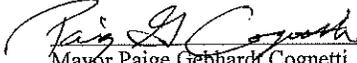
Sincerely,



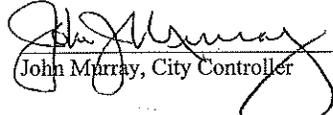
Paige G. Cagnetti
Mayor, City of Scranton

EMERGENCY CERTIFICATE

This is to certify that an emergency exists requiring the immediate passage of the attached Ordinance so that refuse bills will be mailed in a timely fashion. In light of the financial impacts from the COVID-19 Pandemic many ratepayers are experiencing financial hardship and would benefit from advance notice of upcoming refuse fee deadlines and options.


Mayor Paige Gebhardt Cognetti

I hereby certify and concur in the above emergency.


John Murray, City Controller

FILE OF THE COUNCIL NO. _____

2020

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 59, 2019, ENTITLED "AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT A WASTE DISPOSAL AND COLLECTION FEE FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2020 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER."

WHEREAS, it is necessary for the City to impose a refuse fee of \$300.00 per property unit for calendar year 2020 to cover the waste disposal and collection costs incurred.

SECTION 1. Be it ordained by the Council of the City of Scranton that Section 3, Fees. (C) 5 of File of the Council No. 17, 1994 (as amended) shall be amended to read as follows:

"SECTION 3. FEES.

The fees for the payment of waste disposal collection costs shall be as follows:

- (C) All fees fixed by this subsection shall be payable semi-annually.
1. Fees paid on a semi-annual basis shall be due each year on or before September 30th in the amount of One Hundred Fifty (\$150.00) Dollars per payment or in a lump sum. No penalty shall be assessed for payments received in full on or before September 30th.
 5. If the annual waste disposal fee, that is \$300.00, is paid in full by June 15th of the year in which the fee is due, the payor may take a ten percent (10%) discount from the annual fee.

SECTION 2. 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 and intent of this Ordinance and the effective administration thereof.

SECTION 3. In all other respects, File of the Council No. 11, 1993 shall remain in full force and effect.

SECTION 4. This Ordinance shall be retroactive to January 1, 2020.

SECTION 5. This Ordinance is enacted by 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.



DEPARTMENT OF LAW

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

April 22, 2020

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

RECEIVED
APR 24 2020

Dear Honorable Council Members:

OFFICE OF CITY
COUNCIL/CITY CLERK

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 59, 2019, ENTITLED "AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT A WASTE DISPOSAL AND COLLECTION FEE FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2020 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER."

Respectfully,
Jessica Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl