

AGENDA
REGULAR MEETING OF COUNCIL
March 9, 2017
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 SPECIAL MEETING AGENDA FOR NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD MARCH 3, 2017.

[Non-Uniform Municipal Pension Board Special Meeting 3-3-17.pdf](#)
 - 3.B MINUTES OF THE REGULAR MEETING OF THE LACKAWANNA COUNTY LAND BANK HELD FEBRUARY 10, 2017.

[Lackawana County Land Bank Regular Meeting Minutes 3-6-17.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 - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY GRANTING TO THE PENNSYLVANIA-AMERICAN WATER

COMPANY 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 "1".

[Ordinance-2017 Deed of Easement to PAWCO.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – RATIFYING AND APPROVING THE SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT FOR FUNDING THROUGH THE DEPARTMENT OF HOMELAND SECURITY PROGRAM IN THE AMOUNT OF \$45,000.00 AND, IF SUCCESSFUL, ACCEPT AND DISBURSE THE GRANT FUNDS TO ENABLE THE SCRANTON POLICE DEPARTMENT TO PREPARE FOR AND RESPOND TO COMPLEX COORDINATED TERRORIST ATTACKS.

[Resolution-2017 Grant SPD Terrorist Attacks.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO.150.40 IN AN AMOUNT NOT TO EXCEED \$40,000.00 TO ANOTHER TIME RESTAURANT, LLC, (DBA, AV RESTAURANT) TO ASSIST AN ELIGIBLE PROJECT.

[Resolution-2017 Loan to Grant for Another Time Restaurant.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA’S OFFICE OF THE BUDGET IN THE AMOUNT OF THREE MILLION (\$3,000,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT IF THE APPLICATION IS SUCCESSFUL; AND COORDINATE THE USE OF THE GRANT FUNDS WITH LACKAWANNA COLLEGE LOCATED AT 501 VINE STREET, SCRANTON, PENNSYLVANIA 18509, FOR THE PROJECT TO BE NAMED “COMMONS AT 409” LOCATED AT 409 ADAMS AVENUE, SCRANTON, PENNSYLVANIA 18510.

[Resolution-2017 RACP Grant for Lacka College Commons at 409.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A RENEWAL OF THE CONTRACT WITH JOYCE HATALA ASSOCIATES TO ASSIST

THE CITY OF SCRANTON WITH ITS RECYCLING PROGRAM FOR AN
ADDITIONAL EIGHTEEN (18) MONTH PERIOD WITH THE OPTION OF AN
EIGHTEEN (18) MONTH EXTENSION.

[Resolution-2017 Renew Contract with Joyce Hatala Associates.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY – FOR
ADOPTION – FILE OF THE COUNCIL NO. 91, 2017 – AN ORDINANCE –
AUTHORIZING THE INSTALLATION OF TWO (2) “TWO HOUR PARKING ONLY”
RESTRICTIONS MONDAY THROUGH FRIDAY ON THE 500 BLOCK OF CLAY
AVENUE DIRECTLY IN FRONT OF THE BETH SHALOM CONGREGATION.

[Ordinance-2017 Two Hour Parking Beth Shalom Congregation.pdf](#)

8. ADJOURNMENT

RECEIVED
MAR - 3 2017

City of Scranton
Pennsylvania

OFFICE OF CITY
COUNCIL/CITY CLERK



Non-Uniform Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

SPECIAL MEETING AGENDA

MARCH 3, 2017

1. COPY OF NOTICE OF SPECIAL MEETING PUBLISHED IN THE SCRANTON TIMES ON MARCH 1, 2017.
2. LETTER FROM LAWRENCE A. DURKIN, ESQUIRE TO COUNSEL FOR ALL PARTIES AND JOSEPH SCHIMES.
3. AFFIDAVIT OF PATRICK TIGUE REGARDING HAND DELIVERY OF LETTER TO JOSEPH SCHIMES
4. FEBRUARY 24, 2017 HEARING OFFICERS' RECOMMENDATIONS OF THOMAS HELBIG, ESQUIRE AND RICHARD FINE, ESQUIRE
5. CORRECT PENSION BENEFIT OF ROSEMARY AURIEMMA FROM \$1,400 PER MONTH TO \$700 PER MONTH EFFECTIVE MARCH 1, 2017.
6. CORRECT PENSION BENEFIT OF MAUREEN BIGLIN FROM \$1,400 PER MONTH TO \$700 PER MONTH EFFECTIVE MARCH 1, 2017.
7. CORRECT PENSION BENEFIT OF MARY ANN BLASI FROM \$1,400 PER MONTH TO \$700 PER MONTH EFFECTIVE MARCH 1, 2017.

8. CORRECT PENSION BENEFIT OF JOHN BOYD FROM \$1,233.68 PER MONTH TO \$616.84 PER MONTH EFFECTIVE MARCH 1, 2017.
9. CORRECT PENSION BENEFIT OF MARY ANN CLORURI FROM \$1,249.72 PER MONTH TO \$624.86 PER MONTH EFFECTIVE MARCH 1, 2017.
10. CORRECT PENSION BENEFIT OF MARGARET GARVEY FROM \$1,377.70 PER MONTH TO \$688.85 PER MONTH EFFECTIVE MARCH 1, 2017.
11. CORRECT PENSION BENEFIT OF JAMES GAUGHAN FROM \$1,400 PER MONTH TO \$700 PER MONTH EFFECTIVE MARCH 1, 2017.
12. CORRECT PENSION BENEFIT OF JANICE M. GILHOOLEY FROM \$1,264.70 PER MONTH TO \$632.35 PER MONTH EFFECTIVE MARCH 1, 2017.
13. CORRECT PENSION BENEFIT OF GREGORY HERBSTER FROM \$1,207.54 PER MONTH TO \$603.77 PER MONTH EFFECTIVE MARCH 1, 2017.
14. CORRECT PENSION BENEFIT OF DANIEL KOZLOWSKI FROM \$1,233.62 PER MONTH TO \$616.81 PER MONTH EFFECTIVE MARCH 1, 2017.
15. CORRECT PENSION BENEFIT OF THOMAS J. LAVIN FROM \$1,218.71 PER MONTH TO \$609.36 PER MONTH EFFECTIVE MARCH 1, 2017.
16. CORRECT PENSION BENEFIT OF CAROLYN LEE FROM \$1,257.78 PER MONTH TO \$628.89 PER MONTH EFFECTIVE MARCH 1, 2017.
17. CORRECT PENSION BENEFIT OF GLORIA MARTA FROM \$1,400 PER MONTH TO \$700 PER MONTH EFFECTIVE MARCH 1, 2017.
18. CORRECT PENSION BENEFIT OF PAUL MCGLOIN FROM \$1,241.62 PER MONTH TO \$620.81 PER MONTH EFFECTIVE MARCH 1, 2017.
19. CORRECT PENSION BENEFIT OF CHARLES D. MILLER FROM \$1,227.74 PER MONTH TO \$613.87 PER MONTH EFFECTIVE MARCH 1, 2017.
20. CORRECT PENSION BENEFIT OF JOSEPH NAGY FROM \$1,198.32 PER MONTH TO \$599.16 PER MONTH EFFECTIVE MARCH 1, 2017.

21. CORRECT PENSION BENEFIT OF LOUISE O'HORA FROM \$1,400 PER MONTH TO \$700 PER MONTH EFFECTIVE MARCH 1, 2017.
22. CORRECT PENSION BENEFIT OF GEORGE S. PETTINATO FROM \$1,400 PER MONTH TO \$700 PER MONTH EFFECTIVE MARCH 1, 2017.
23. CORRECT PENSION BENEFIT OF KATHLEEN RUANE FROM \$1,400 PER MONTH TO \$700 PER MONTH EFFECTIVE MARCH 1, 2017.
24. CORRECT PENSION BENEFIT OF CARMELLA SAMES FROM \$1,400 PER MONTH TO \$700 PER MONTH EFFECTIVE MARCH 1, 2017.
25. CORRECT PENSION BENEFIT OF JOSEPH SCHIMES FROM \$1,232.66 PER MONTH TO \$616.33 PER MONTH EFFECTIVE MARCH 1, 2017.
26. CORRECT PENSION BENEFIT OF ALAN A. SHARR FROM \$1,225.70 PER MONTH TO \$612.85 PER MONTH EFFECTIVE MARCH 1, 2017.
27. DIRECT THOMAS J. ANDERSON & ASSOCIATES TO IMPLEMENT PENSION CHANGES PURSUANT TO SUMMARY SPREADSHEET.

RECEIVED

MAR - 6 2017

**LACKAWANNA COUNTY LAND BANK
REGULAR MEETING MINUTES
February 10, 2017**

OFFICE OF CITY
COUNCIL/CITY CLERK

The regular meeting of the Lackawanna County Land Bank was held on February 10, 2017 in the Conference Room of the Commissioners' offices at 200 Adams Avenue in Scranton, Pennsylvania.

At 10:00 AM Chairman O'Malley called the meeting to order and asked for all to join in the pledge of allegiance.

ROLL CALL

Roll Call was taken by Mr. George Kelly (member)
Commissioner O'Malley (Chairman) - Present
Henry Deecke - Present
Linda Aebli - Present
Marion Gatto - Present
Terrence McDonnell - Present
Steve Pitoniak - Present

Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel, Ron Koldjeski, Tax Claim Bureau Director and Ralph Pappas, Business Relations Manager, Department of Economic Development

PUBLIC COMMENT ON AGENDA ITEMS ONLY

None at this time.

MINUTES

A motion was made by Mr. Deecke and seconded by Mrs. Aebli to approve the minutes of the January 13, 2017 regular meeting as prepared.

All in Favor

PRESENTATION of VOUCHERS for EXAMINATION and APPROVAL

Mr. Kelly presented, for examination and approval, a listing of voucher expenditures for the months of January 6, 2017 through February 10, 2017. There were two vouchers. A check in the amount of \$1,000.00 made payable to Atty. Colbassani for legal services. A check in the amount \$975.00 made payable to the Jaworski Sign Company for the "For Sale" signs for the land bank properties.

Motion was made by Mr. Gatto and seconded by Mr. Deecke to approve the vouchers.

All in Favor

DISCUSSION ITEMS

a) First Round of Property Acquisition Update

Mr. Kelly explained that the land bank has applications of interest for 26 of the 100 properties being acquired by the land bank. Eleven (11) of the applications are for side lots and nine (9) for Community Development. The majority of those are from NeighborWorks. NeighborWorks wants to acquire and develop the properties in different areas of Scranton. The Hill Neighborhood Association is also interested in some properties. There is also an application for the commercial property on Meylert Avenue.

b) Scranton Advisory Committee Update

Mrs. Aebli stated that the advisory committee met that morning at 9:00AM. The advisory committee considered the first 26 properties on the list that Mr. Kelly referred to previously. She explained that Neighborworks would like to purchase nine properties. However, they do not want to purchase these properties until they have grant money available. The Hill Neighborhood Association is interested in five (5) properties. The advisory committee felt they needed more information from the HNA regarding their plans for the properties. A local developer is also interested in one of the properties that the HNA has shown an interest. That developer is purchasing the adjacent structure and would like to extend the property. The advisory board recommended we reach out to the developer for more information. The advisory board also recommended the land bank staff reach out to the developer of the Lace Company who has shown an interest in the Meylert Avenue. The recommended price for that property is \$10,000. However, Mrs. Aebli recommended that the land Bank not to sell any property with a demolition liens until city's CDBG office gets an answer from HUD regarding extinguishment of the liens. Mr. Kelly explained that we are just worried that HUD may require the City to pay back the demolition liens. He stated that we will take the property, but just make sure it is clear of the liens before we sell it. Mrs. Aebli also stated she would send an email notifying the Board and staff of all the properties that have demolition liens. Mr. Kelly further explained that the properties that the non-profits have shown an interest will be leased to them for a dollar a year. Their agreement will include a clause stating that if they don't maintain or abide by the lease, the lease will be terminated.

Mr. Koldjeski questioned the \$10,000 price for the Meylert Avenue property and asked if it was arrived at through an appraisal. Mr. Kelly explained that was price that the advisory committee arrived at because of the size of the property. The discussion continued regarding the Meylert Street property and

the possibility of selling it at a lower price due to the environmental issues on the property.

Mr. Koldjeski informed the Board that he has repository bids on two of the properties on the initial acquisition list. The two properties are located at 198 Wilbur Street and 206 Wilbur Street. He requested his solicitor take those two properties off the initial land bank acquisition list.

Mr. Kelly asked Atty. Colbassani about the status of acquisition process. Atty. Colbassani informed the board he has reviewed the first 42 deeds. He had minor issues on 2 of them. He will be addressing those issues. Mr. Kelly then reviewed the process moving forward. He stated that Mr. Koldjeski will sign as the Tax Claim Director, then Mauri Kelly will certify the deeds. Atty. Colbassani will then sign to certify the address of the grantee. Mr. Kelly then stated that after we acquire the properties, we could do a bulk action to quiet title. Mr. Koldjeski agreed with Mr. Kelly regarding a bulk action to quiet title on the properties. Mr. Koldjeski also informed the board and staff that he has requested his title searches from the attorney's that have completed the title searches for his office. He will provide the land bank staff with those searches when he receives them.

Mr. Koldjeski then addressed the board regarding a property in Taylor that the owner would like to donate to the Land Bank. The property is on the west mountain and contains approximately 110 acres. It may have some environmental issues. The discussion continued about the possibility of taking this property into the land bank and addressing the environmental issues through the Brownfield grant. However, the land bank would have to enter into a Cooperation Agreement with the Borough of Taylor and the Riverside School District before any action can move forward.

c) Liability Insurance for Land Bank Properties

Atty. Colbassani explained that he spoke with Rick Jones, the County's insurance risk manager, regarding liability insurance for the land bank properties. Mr. Jones told him he would be adding the Land Bank to the County's general liability policy as an additional insured. Mr. Jones will be getting the written confirmation to Mr. Pappas within a day or two.

d) Land Bank Website

Mr. Kelly stated that he has requested Mr. Pitoniak to assist with the website. Mr. Pitoniak has recently worked on the website for the Metropolitan Planning Organization. Mr. Pappas stated the staff will be meeting with Chris Speicher next week. Mr. Speicher is a business teacher at Marywood University. He has an intern that will help construct the website. Mr. Kelly explained we did have an estimate of \$11,000 to construct the website. However, we took the recommendations of some of the board members and the public to reach out to the local colleges for assistance.

ACTION ITEMS

Resolution NO. 17-002 Amendment No. 1 of the Land Bank By-Laws with respect to Article III, Section 1, "Annual Meeting"

A motion was made by Mrs. Gatto and seconded by Mr. McDonnell to approve Resolution # 17-002.

All in Favor

ELECTION OF OFFICERS FOR THE YEAR 2017

Mr. Kelly explained the previous resolution, Resolution NO. 17-002, changed the time of the reorganization meeting on the second Friday in January from 1:00 PM to 10:00 AM. It will also be held during the regular meeting scheduled for that day. However, the reorganization did not take place at the meeting in January. Therefore, the election of officers will be held today.

Mr. Kelly announced the current names and positions of the current office holders. Mr. Deecke made a motion to keep the officers in the same positions as 2016. The motion was seconded by Mr. Pitoniak.

All in Favor

Mrs. Gatto then cast the vote to elect the slate.

The officers are as follows:

- Commissioner Patrick O'Malley -Chairman
- Terrence McDonnell – Vice Chairman
- Linda Aebli – Treasurer
- Marion Gatto – Secretary

ADDITIONAL DISCUSSION

Mr. McDonnell asked how close we are to getting the deeds into the land bank and then selling them to the interested parties. Mr. Kelly then outlined the process going forward. The discussion continued regarding when the last time property taxes were paid on the some of the repository properties. Mr. Koldjeski explained he knows taxes were not paid on some of properties since 1993.

Also discussed were properties that were taken by the City as part of a flood mitigation grant program. It is understood these properties cannot be sold but must remain as open space. The board requested Mr. Pappas check to see if these properties can be leased.

Commissioner O'Malley requested Atty. Colbassani reach out to Atty. John Minora regarding a property on Farr Street owned by the Scranton School District.

Mr. Koldjeski also spoke about another property owned by the City at the corner of Parker Street and Hollister Avenue. Apparently, a wall surrounding the property is in poor condition. The neighbors are concerned about the wall failing and collapsing into their properties.

Mr. Kelly mentioned a property that Wells Fargo Bank wanted to donate. Jesse Ergott, who was present during the meeting, stated Neighborworks has applied for it.

Mr. Koldjeski made the suggestion to Atty. Colbassani that he could contact Mauri Kelly beforehand and have all the certification pages signed in advance.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None at this time

ADJOURNMENT

As all business had been conducted, a motion to adjourn was made by Mr. McDonnell with a second by Mrs. Aebli. The motion carried.

Marion Gatto, Secretary

Prepared by Ralph Pappas

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE A DEED OF EASEMENT AND RIGHT OF WAY GRANTING TO THE PENNSYLVANIA-AMERICAN WATER COMPANY 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 "1".

WHEREAS, by deed dated March 29, 1968 and recorded on March 29, 1968 in Book 641, Page 454 in the Lackawanna County Recorder's Office (the "City Deed"), the City of Scranton conveyed to the Scranton Sewer Authority ("SSA") the following:

The existing Sewer System in the City of Scranton, and all facilities connected therewith, for the collection and conveyance of both sewage and storm water runoff, including, but not limited to main sewers, interceptors, branches, laterals, force mains, drains, manholes, pumping stations, connected with the System and its operation.

ALSO, all easements, rights of way, privileges, rights and licenses howsoever acquired, related to the Sewer System and its operation to which the City of Scranton is in any manner entitled, and all lands and interests in lands acquired and used by the City of Scranton for the construction and operation of all of the elements of the Sewer System.

WHEREAS, the City of Scranton is the owner of a parcel of land now or formerly of Stone Facility Limited Partnership, Inst. No. 200902485, Pin No. 13420060038 Von Storch Avenue, containing 165.94 sq. ft. of land as shown on the drawing entitled "Permanent Easements Across Lands of the City of Scranton, and lands now or formerly of Keystone Concrete Block and Supply with lands of the City of Scranton, Inst. No. 200709819, Pin No. 14508060002, containing 1,004.84 sq. ft. of land as shown on drawing entitled "Permanent Easement Across Lands of the City of Scranton" Exhibit "A" .

WHEREAS, in furtherance of the sale of the Sewer Authority of the City of Scranton's assets to Pennsylvania American Water Company it is necessary to convey an easement and right of way on the aforementioned piece of property from the City to the Sewer Authority of the City of Scranton and/or the Pennsylvania American Water Company; and

WHEREAS, the Scranton Sewer Authority sold its assets to Pennsylvania American Water Company on December 29, 2016; and

WHEREAS, certain improvements forming a part of Von Storch Avenue located on and/or run through lands of the City of Scranton and Pennsylvania American Water Company and Scranton Sewer Authority wish to confirm that the City of Scranton has granted easement rights to SSA for and with respect to any and all such improvements, lines, pipes, and other personal property forming a part of Von Storch Avenue and located on and/or run through the parcels of land owned by the City of Scranton and located in the City of Scranton, Lackawanna County, Pennsylvania being identified as Parcel ID Nos. 13420060038 and 14508060002, having an address of Von Storch Avenue, City of Scranton (the "Property"), as more fully shown on the description and drawing attached hereto entitled "Permanent Easements Across Lands of the City of Scranton" Exhibit "A" .

NOW, THEREFORE, BE IT ORDANIED BY THE COUNCIL OF THE CITY OF SCRANTON that:

1. The City of Scranton does hereby confirm that it granted to Scranton Sewer Authority, its successors and assigns, an easement and a free uninterrupted and unobstructed right-of-way, in, under, across and over the Property for the purpose of (i) installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time, pipe or pipes, with necessary fittings, appurtenances and attached facilities, including laterals and connections for the collection and transmission of wastewater and (ii) the continued use and maintenance of certain improvements encroaching on the Property as shown on the description and drawing attached hereto entitled "Permanent Easements Across Lands of the City of Scranton" Exhibit "A".

Together with the right to Scranton Sewer Authority, its successors and assigns, to:

(i) enter in and upon the Property with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid wastewater pipelines, appurtenances, improvements, equipment and facilities;

(ii) remove trees, bushes, undergrowth and other obstructions on the Property that are interfering with the activities authorized herein; and

(iii) for doing anything necessary, useful or convenient for the enjoyment of the easements and rights described herein.

The right of the City of Scranton to freely use and enjoy its interest in the Property is reserved to the City of Scranton, its successors and assigns to the degree that the exercise thereof does not endanger, hinder or interfere with the construction, operation, and maintenance of Scranton Sewer Authority's wastewater pipelines, appurtenances and attached facilities. In no instance shall any building, structure or similar improvements be erected within said easement and right of way provided for herein, nor shall the grade or ground cover over Scranton Sewer Authority's facilities be substantially altered, without the prior consent of Scranton Sewer Authority; and

2. The Mayor and other appropriate City officials are hereby authorized to execute a Deed of Easement and Right of Way granting to SSA and/or PAWC the easement, right of way and rights as are set forth above with respect to the Property, which Deed of Easement and Right of Way shall be in the form as attached hereto as Exhibit "1".

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.

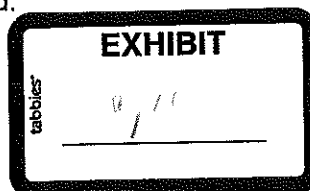
DEED OF EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this _____ day of _____, 2017, by and between **The City of Scranton**, a Municipal Corporation, 340 N. Washington Ave., City of Scranton, County of Lackawanna, and Commonwealth of Pennsylvania hereinafter referred to as the "Grantor" and **Pennsylvania-American Water Company**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office for the transaction of business at 800 West Hershey Park Drive, Hershey, Pennsylvania, hereinafter referred to as the "Grantee".

W I T N E S S E T H

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of one dollar (\$1.00) lawful money of the United States of America, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement and a free uninterrupted and unobstructed right of way, in, under, across and over the property of the Grantor, situate in the City of Scranton in Lackawanna County, Pennsylvania; said permanent right of ways as described in the attached descriptions (Exhibit A) and as shown on the sketch attached hereto (Exhibit B) and made a part hereof, for the purpose of constructing, reconstructing, installing, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time pipe or pipes, with necessary fittings, appurtenances and attached facilities, including manholes, inlets, laterals and connections for the collection and transmission of wastewater.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above, through existing access driveway(s) located on the property, with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid wastewater pipelines and appurtenances, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.



The right of the Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or unreasonably interfere with the construction, operation, and maintenance of Grantee's wastewater pipelines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said wastewater mains except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers or unreasonably interferes with the wastewater pipelines and attached facilities.

TO HAVE AND TO HOLD the above granted easement and right of way unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than resodding any grass which was removed upon entry, all such work to be done at the expense of the Grantee.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right of way, and has good title to convey the same, having acquired said real estate from Laminations Inc. by virtue of Deed In Lieu of Condemnation dated March 19, 2007 and recorded in the Office of the Recorder of Deeds of Lackawanna County on April 18, 2007 (Instrument # 200709819).

2. That the Grantee shall quietly enjoy the said easement and right of way.

3. That the premises hereby subjected to said easement and right of way are subject to no mortgages except: No Exceptions

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST/WITNESS:

GRANTOR
THE CITY OF SCRANTON

By _____

By _____

IN WITNESS WHEREOF, the Grantee has duly executed this INDENTURE, all as of the day and year first above written.

ATTEST:

GRANTEE
PENNSYLVANIA-AMERICAN WATER COMPANY

By _____

By _____

PIN/MAP # 145.08-060-002

Exhibit A

Description of Property

**PERMANENT EASEMENTS
ACROSS LANDS OF
THE CITY OF SCRANTON**

Permanent Easement I

All of that certain lot, piece or parcel of land situate in the City of Scranton, County of Lackawanna and State of Pennsylvania bounded and described as follows:

Beginning at a point marking the most southerly corner of lands now or formerly of Stone Facility Limited Partnership, Inst no. 200902485, said point of beginning also being further identified as being located along the extension of the center line of the former right of way of Von Storch Avenue, now vacated by file of Council 49, 1991; Thence along line of other lands of the City of Scranton S 31° 49' 14" W 10.06' to a point; thence over and across lands of the City of Scranton, N 33° 44' 58" W 19.22' and N 31° 49' 14" E 8.91' to a point along line of the aforementioned Stone Facility Limited Partnership; Thence along line of said Stone, S 36° 56' 15" E 18.78' to the place of beginning.

Containing 165.94 sq. ft. of land as shown on drawing entitled "Permanent Easements Across Lands of the City of Scranton" by John R. Hennemuth Associates, Inc.

Permanent Easement II

All of that certain lot, piece or parcel of land situate in the City of Scranton, County of Lackawanna and State of Pennsylvania bounded and described as follows:

Beginning at a point marking a common corner of lands now or formerly of Keystone Concrete Block and Supply with lands of the City of Scranton , Inst No. 200709819, said point of beginning being further described as being located along the extension of the center line of the former right of way of Von Storch Avenue, now vacated by file of Council 49, 1991;said point of beginning also being along line of lands now or formerly of Stone Facility Limited Partnership; Thence along the division line between said Keystone and said City S 58° 10' 46" E 30.00' and S 37° 02' 21" E 12.17" to a point; thence over and across lands of said City of Scranton the following (3) courses and distances: (1) S 31° 49' 14" W 3.04' (2) N 58° 10' 46" W 19.35' and (3) S 31° 49' 14" W 37.85' to a point along line of other lands of the City of Scranton; Thence along said other City lands N 33° 44' 58" W 24.16' to a point; Thence still along said other City lands and along line of lands of the aforementioned Stone Facility Limited Partnership, N 31° 49' 14" E 35.28' to the place of beginning.

Containing 1,004.84 sq. ft. of land as shown on drawing entitled "Permanent Easement Across Lands of the City of Scranton" by John R. Hennemuth Associates, Inc.

Exhibit B

Plan



145.08-060-002
CITY OF SCRANTON
INST. No. 200709819
PERMANENT EASEMENT II

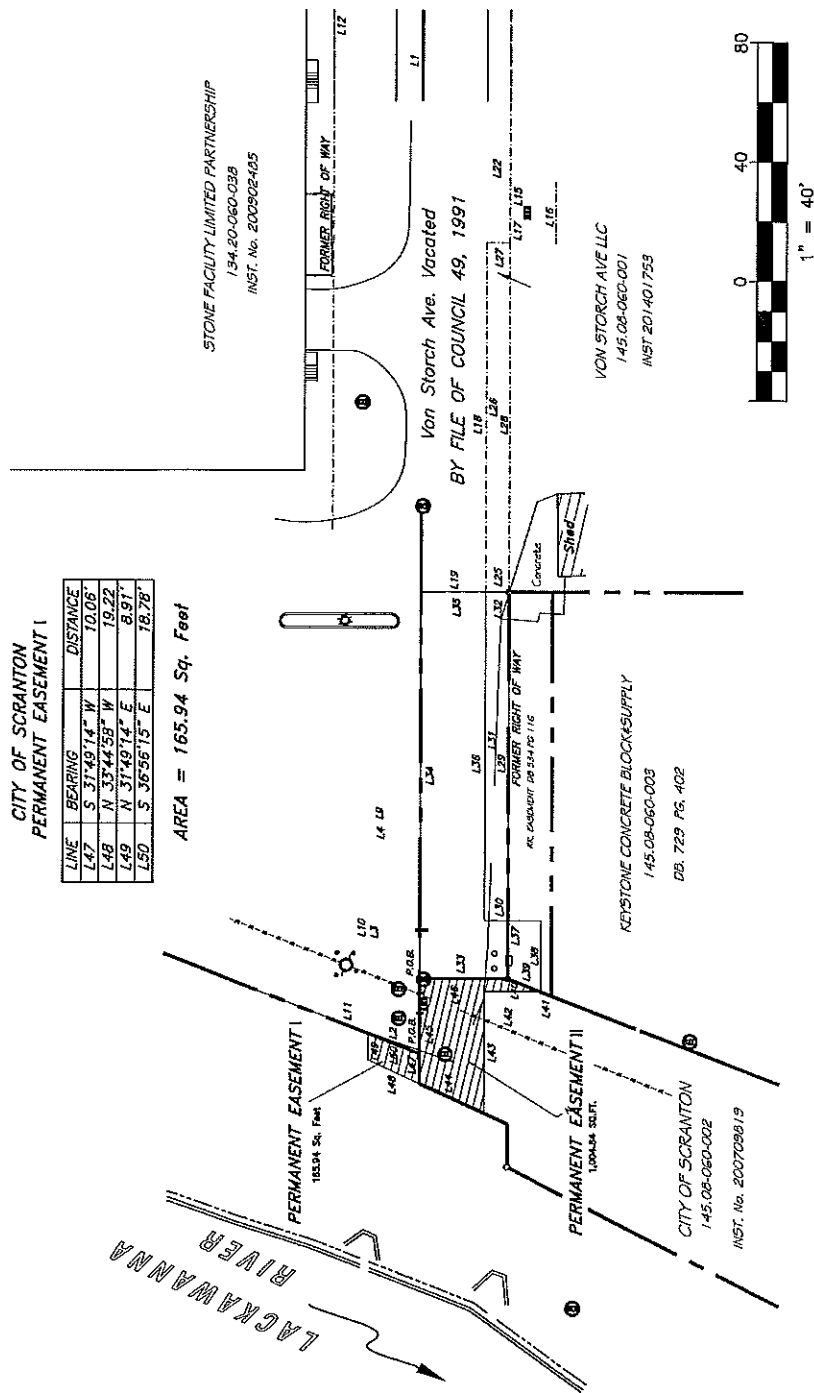
| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L40 | S 37°02'21" E | 12.17' |
| L41 | S 31°49'14" W | 3.04' |
| L42 | N 58°10'45" W | 19.35' |
| L43 | S 31°49'14" W | 37.85' |
| L44 | N 33°44'58" W | 24.16' |
| L45 | N 31°49'14" E | 35.28' |
| L46 | S 58°10'45" E | 30.00' |

AREA = 0.02 Acres
1,004.84 Sq. Feet

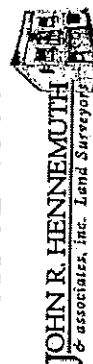
CITY OF SCRANTON
PERMANENT EASEMENT I

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L47 | S 31°49'14" W | 10.08' |
| L48 | N 33°44'58" W | 19.22' |
| L49 | N 31°49'14" E | 8.97' |
| L50 | S 36°56'15" E | 18.78' |

AREA = 165.94 Sq. Feet



SINCE 1956



P.O. BOX 673
WAVERLY TWP., PA 18471
(570)586-1335

PERMANENT EASEMENTS ACROSS
LANDS OF

THE CITY OF SCRANTON

SCALE: 1" = 40'
DATE: 10/04/16
APPROVED BY: [Signature]
DRAWN BY: MD, JMH
REVISED:

CITY OF SCRANTON, LACKAWANNA CO., PA.

FILE No. 4122
DRAWING NUMBER:
B-4-16

INVALID WITHOUT EMBOSSED SEAL



DEPARTMENT OF LAW

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

March 2, 2017

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

RECEIVED

MAR - 2 2017

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 GRANTING TO THE PENNSYLVANIA-AMERICAN WATER COMPANY 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 "1".

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

RATIFYING AND APPROVING THE SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT FOR FUNDING THROUGH THE DEPARTMENT OF HOMELAND SECURITY PROGRAM IN THE AMOUNT OF \$45,000.00 AND, IF SUCCESSFUL, ACCEPT AND DISBURSE THE GRANT FUNDS TO ENABLE THE SCRANTON POLICE DEPARTMENT TO PREPARE FOR AND RESPOND TO COMPLEX COORDINATED TERRORIST ATTACKS.

WHEREAS, the City of Scranton Police Department (SPD) is desirous of obtaining funds through the Department of Homeland Security Program in the amount of \$45,000.00 to prepare for Complex Coordinated Terrorist Attacks (CCTA). The purpose of this program is to fund the licensing for BAE Systems Geospatial eXploitation Product. This system would enable the SPD to prepare for and respond to CCTAs more effectively and efficiently. A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth in length; and

WHEREAS, Complex Coordinated Terrorist Attacks have become more widespread in the last decade and preparedness is the responsibility of the entire nation. It is the goal of SPD to develop and promote innovative and replicable approaches to preparing for a CCTA. In order to achieve this goal, SPD has determined the capability gaps that must be addressed in order to develop a comprehensive and sustainable approach to enhance preparedness; and

WHEREAS, SPD's critical vulnerability is the inability to create a common operating picture among all first responders during large events. Also, SPD lacks the ability to track and coordinate all first responders including non-enforcement responders such as vendors, utility companies, Fire and Rescue, Department of Public Works, construction crews, etc. In an effort to rectify these capability gaps, the Scranton Police Department is applying for \$45,000.00 in funding to subscribe to the BAE Systems Geospatial eXploitation Product (GXP). This system will allow SPD to maintain geospatial awareness of personnel and equipment, quickly locate imagery required during an incident, and allow responders to systematically operate in large geographical areas while clearly communicating relative information. More so, this tool is instrumental before, during and after a CCTA; and

WHEREAS, the funding to subscribe to the BAE Systems Geospatial eXploitation Product (GXP).is \$15,000.00 per year. The requested funding would cover the cost for three (3) years. The SPD will provide the initial \$15,000.00 for the first year, with this grant funding an additional three years (2018, 2019, and 2020). The \$15,000 license cost encompasses the GXP Explorer Amazon Cloud Hosted Solution, which includes computation, storage, application and deployment services, as well as other AWS resources as needed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the actions of the City of Scranton Police Department in submitting the Grant Application, substantially in the form attached hereto, are hereby ratified and further, the Mayor and other appropriate city officials are hereby authorized to 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 detailed in the Gant Application. This approval anticipates the execution of any and all related documentation which may be necessary to complete the grant application including but not limited to the Grant Application.

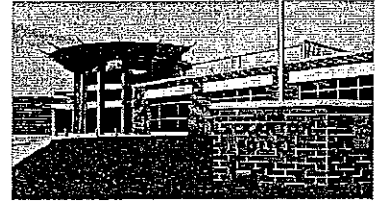
SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus 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.

**Police Department
Maggie Perry
Grant Manager**

Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8335
Fax: (570) 207-0412
mamclane@scrantonpa.gov



SCRANTON

February 10, 2017

Atty. Jessica Boyles
City of Scranton
340 North Washington Avenue
Scranton, Pa 18503

Re: SPD Grant

Atty. Boyles,

The Scranton Police Department is applying for \$45,000 in funding through the Department of Homeland Security Program to Prepare for Complex Coordinated Terrorist Attacks. I respectfully request that you send legislation to City Council to apply for and accept this award.

The purpose of this program is to fund the licensing for the BAE Systems Geospatial eXploitation Product. This system would enable SPD to prepare for and respond to Complex Coordinated Terrorist Attacks more effectively and efficiently.


Attached are the supporting grant documents.

If you have any questions or concerns please feel free to contact me at 570-558-8335.

Thank you,

Maggie Perry
Grant Manager

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View Application

- [Application Information](#)
- [Applicant Information](#)
- [SF-424 Information](#)
- [Contacts](#)
- [SF-424A](#)
- [Attachments](#)
- [Certification Regarding Lobbying](#)
- [SF-LLL](#)
- [SF-424B](#)
- [Action History](#)

Application Information

Application Number

[EMW-2016-GR-APP-00125](#)

Funding Opportunity Name

Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks

Funding Opportunity Number

DHS-16-NPD-133-00-01

Application Status

Submitted

Applicant Information

Legal Name

[City of Scranton](#)

Type

City or township governments

Division Name

Scranton Police Department

Department Name

Scranton Police Department

Employer Identification Number (EIN)

24-6000704

Other Organizations that share this EIN

DUNS Number

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

| | |
|---------------------|--|
| * a. Federal | <input type="text" value="45,000.00"/> |
| * b. Applicant | <input type="text" value="15,000.00"/> |
| * c. State | <input type="text" value="0.00"/> |
| * d. Local | <input type="text" value="0.00"/> |
| * e. Other | <input type="text" value="0.00"/> |
| * f. Program Income | <input type="text" value="0.00"/> |
| * g. TOTAL | <input type="text" value="60,000.00"/> |

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Homeland Security - FEMA

11. Catalog of Federal Domestic Assistance Number:

97.133

CFDA Title:

Preparing for Emerging Threats and Hazards

* 12. Funding Opportunity Number:

DHS-16-NPD-133-00-01

* Title:

Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

The Scranton Police Department partnered with the BAE Systems to in order to remedy the department's critical vulnerability when facing a Complex Coordinated Terrorist Attack.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

| Application for Federal Assistance SF-424 | | | |
|---|--|---|--|
| * 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | | * 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision | |
| | | * If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/> | |
| * 3. Date Received: Completed by Grants.gov upon submission. | | 4. Applicant Identifier: <input type="text"/> | |
| 5a. Federal Entity Identifier: <input type="text"/> | | 5b. Federal Award Identifier: <input type="text"/> | |
| State Use Only: | | | |
| 6. Date Received by State: <input type="text"/> | | 7. State Application Identifier: <input type="text"/> | |
| 8. APPLICANT INFORMATION: | | | |
| * a. Legal Name: <input type="text" value="City of Scranton"/> | | | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="20-6000704"/> | | * c. Organizational DUNS: <input type="text" value="0604978560000"/> | |
| d. Address: | | | |
| * Street1: <input type="text" value="340 N. Washington Avenue"/> | | | |
| Street2: <input type="text"/> | | | |
| * City: <input type="text" value="Scranton"/> | | | |
| County/Parish: <input type="text"/> | | | |
| * State: <input type="text" value="PA: Pennsylvania"/> | | | |
| Province: <input type="text"/> | | | |
| * Country: <input type="text" value="USA: UNITED STATES"/> | | | |
| * Zip / Postal Code: <input type="text" value="18503-1522"/> | | | |
| e. Organizational Unit: | | | |
| Department Name: <input type="text" value="Scranton Police Department"/> | | Division Name: <input type="text"/> | |
| f. Name and contact information of person to be contacted on matters involving this application: | | | |
| Prefix: <input type="text"/> | | * First Name: <input type="text" value="Maggie"/> | |
| Middle Name: <input type="text"/> | | | |
| * Last Name: <input type="text" value="Perry"/> | | | |
| Suffix: <input type="text"/> | | | |
| Title: <input type="text" value="Grant Manager"/> | | | |
| Organizational Affiliation: <input type="text"/> | | | |
| * Telephone Number: <input type="text" value="570-558-8335"/> | | Fax Number: <input type="text"/> | |
| * Email: <input type="text" value="mamclane@scrantonpa.gov"/> | | | |

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

| | |
|-------------------------|---|
| Opportunity Number: | DHS-16-NPD-133-00-01 |
| Opportunity Title: | Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks |
| Opportunity Package ID: | PKG00229647 |
| CFDA Number: | 97.133 |
| CFDA Description: | Preparing for Emerging Threats and Hazards |
| Competition ID: | |
| Competition Title: | |
| Opening Date: | 12/07/2016 |
| Closing Date: | 02/10/2017 |
| Agency: | Department of Homeland Security - FEMA |
| Contact Information: | CCTA Program Office FEMA-CCTA@fema.dhs.gov |

APPLICANT & WORKSPACE DETAILS:

| | |
|--------------------------|---|
| Workspace ID: | WS00027952 |
| Application Filing Name: | City of Scranton |
| DUNS: | 0604978560000 |
| Organization: | SCRANTON, CITY OF (INC) |
| Form Name: | Application for Federal Assistance (SF-424) |
| Form Version: | 2.1 |
| Requirement: | Mandatory |
| Upload Count: | 0 |
| Download Date: | 02/02/2017 |
| Form State: | No Errors |

FORM ACTIONS:

Quote Name: Scranton PD (1) OnScene Hosted Solution

Quote Number: Q161218571

Version #: 1

23. Any Services provided are subject to the terms and conditions of the standard BAE Systems Professional Services Agreement, which is hereby incorporated by reference and made part of this Quote. See www.geospatialexploitationproducts.com. It is the sole obligation of the Buyer to read and understand the applicable BAE Systems Professional Service Agreement before submitting an Order and the Buyer's submission of the Order shall be deemed to be express acceptance of the BAE Systems Professional Service Agreement.

IV. System Integrators. If the Quote and subsequent Order includes the delivery of Software or Hardware to a Buyer, who will then install, integrate, incorporate, or otherwise make the deliverable part of an end-product, system, package, solution, or kit, they will be considered a System Integrator and the following terms and conditions apply:

24. Any Services provided are subject to the terms and conditions of the standard BAE Systems Professional Services Agreement, which is hereby incorporated by reference and made part of this Quote. See www.geospatialexploitationproducts.com. It is the sole obligation of the Buyer to read and understand the applicable BAE Systems Professional Service Agreement before submitting an Order and the Buyer's submission of the Order shall be deemed to be express acceptance of the BAE Systems Professional Service Agreement.

25. System Integrator Requirement. Buyer shall have no right or license to sell BAE Systems' Software or delivered Hardware on a stand-alone basis. Buyer agrees that it is seeking this Quote for an identified opportunity and that BAE Systems' Software and/or delivered Hardware (in the aggregate) will not constitute more than seventy-five percent (75%) of the Buyer's end-product, system, package, solution, or kit.

V. Foreign Orders.

26. Foreign Corrupt Practices Act. The Buyer understands that BAE Systems will not tolerate corruption in its dealings with governmental or private customers. By issuing an Order against the Quote, Buyer confirms its understanding of the Foreign Corrupt Practices Act (the "FCPA") (15 U.S.C. Section 78dd-1, et. seq.), as amended. Additionally, Buyer represents, warrants, and covenants that it shall comply fully with the FCPA. Buyer further represents, warrants, and covenants that it has not and will not, directly or indirectly, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to:

- a. an officer, employee, agent or reseller of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity therefor or on behalf thereof;
- b. a candidate for political office, any political party or any official of a political party; or
- c. any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing persons, for the purpose of influencing any act or decision of such government official, political party, party official, or candidate in his or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist Buyer or BAE Systems in the promotion, marketing, or sale of any deliverable provided under this Quote, subsequent Order, or any applicable agreement.

VI. Subscriptions. If the Quote and subsequent Order includes a subscription-based access to and/or use of Software and related services, the terms and conditions of the standard BAE Systems Subscription Agreement are applicable. See: www.geospatialexploitationproducts.com

Quote Name: Scranton PD (1) OnScene Hosted Solution

Quote Number: Q161218574

Version #: 1

such an instance, Buyer shall have no right to use the Software and shall flow the standard BAE Systems Software License Agreement to the end-user, who must accept its terms and conditions and who will be considered the licensee for the purposes of the BAE Systems standard Software License Agreement.

16. Access to Software. Use of and access to the Software is strictly limited to the number of licenses purchased, as reflected in the Quote and Order, whether the Software is accessed via a physical or virtual machine (including, but not limited to, computers, processors, servers, terminals; software-based virtual servers or computers, Internet or cloud-based servers or computers). For avoidance of doubt, a separate license must be purchased for each instance of a virtual machine on which Software operates. It is understood that failure to comply with this provision is a material breach of the Terms and Conditions and may result in immediate termination of the Software License Agreement(s).
17. Virtual Machine License Keys. Temporary license keys will be issued in instances where use of Software will be operated on a virtual machine ("VM License Key").
18. License Duration. Temporary licenses will be issued at the time of order placement. Permanent licenses will be issued only after payment is made in full.
19. Upgrade Entitlement; Maintenance
 - a. For additional payment, Upgrade Entitlement ("UE") services may be provided as stated in UE Policy Overview. See www.geospatialexploitationproducts.com/content/upgrade-entitlement. For avoidance of doubt, UE services are only applicable to BAE Systems' GXP products.
 - b. UE is not discountable. The period of performance for the UE is one year. Subscription fee(s) are payable yearly in advance of period of performance commencement (FAR 52.232-12 (a)).
 - c. The period of performance for UE commences 91 days after factory shipment of the Software, unless otherwise agreed to by BAE Systems.
 - d. A reinstatement fee will be charged for all new and renewal upgrade entitlement (UE) orders received after existing warranty and entitlement expiration dates. This reinstatement fee is in addition to the entitlement fee. The new entitlement UE date will start one day after the last warranty and UE date has expired. UE renewal orders and the associated fee(s) must be received by the UE expiration date to avoid reinstatement penalties. Orders are subject to ten percent (10%) of reinstatement penalty fees for each month beyond the UE expiration date (i.e., less than thirty (30) days late is subject to a ten percent (10%) penalty fee; beyond thirty (30) days late is subject to a twenty percent (20%) penalty fee; past sixty (60) days late subject to a thirty percent (30%) penalty fee, etc.). Orders received greater than ten (10) months beyond the entitlement expiration date are subject to a one hundred percent (100%) of the reinstatement fee and retroactive UE subscription.
 - e. Issuance of Software Keys. For all purposes, including, but not limited to, expiration of VM License Key and transfer of Software, a UE is required in order to issue a replacement software license key, whether the replacement key is for a physical machine or virtual machine, and whether the license duration is temporary or permanent.
 - f. For additional payment, and where applicable, Maintenance services may be provided for BAE Systems' SIG products as stated in Maintenance Support Services. See www.geospatialexploitationproducts.com.
 - g. In connection with UE, Maintenance, classified software licenses and other work as may be required, BAE Systems must be provided with reasonable access, both physical and virtual, to any premises, systems, facilities and Software, as necessary, including, but not limited to, assisting with necessary authorizations, security clearances (ex. DD254) and consents, whether from third parties or otherwise.
20. Software Documentation is on CD ROM, consisting of PDF versions of the User Manual and System Administrator Manual, together with BAE Systems Help. Customers also have access to frequently asked questions (FAQ's) and a discussion forum at www.baesystems.com/gxp.
21. Before purchasing new hardware to run GXP applications, customers should visit www.baesystems.com/gxp, for information about suitable computer configurations and, in particular, the range of graphics cards that are supported for stereoscopic viewing.

III. Hardware. If the Quote and subsequent Order include the delivery of Hardware, the following terms and conditions apply:

22. Hardware warranties will be offered on a case-by-case basis, and will be based solely on the manufacturer's warranties; if any. Warranties of Hardware currently offered by the Original Equipment Manufacturers (OEMs) shall pass to the Buyer and shall be the Buyer's sole and exclusive remedy to correct deficiencies in the Hardware. BAE SYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BAE Systems makes no warranties regarding any portion of any hardware deliverable developed by Buyer or by any third party, including any third party software, hardware or other third party products provided by BAE Systems.

Quote Name: Scranton PD (1) OnScene Hosted Solution

Quote Number: Q161218571

Version #: 1

applicable, ("Terms and Conditions") will be the only Terms and Conditions applicable to any resultant Order. Any Order received attempting to change, add to, or amend the standard BAE Systems Terms and Conditions will be deemed unacceptable and will be returned to the Buyer, unexecuted by BAE Systems. Buyer's issuance of an Order shall be deemed express acceptance of all applicable Terms and Conditions.

7. **Warranty.** EXCEPT AS OTHERWISE AGREED TO, BAE SYSTEMS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.
8. **Limitation of Liability.** EXCEPT AS OTHERWISE AGREED, BAE SYSTEMS LIABILITY SHALL NOT EXCEED THE VALUE OF THE ACCEPTED ORDER FOR WHICH ANY CLAIM OF LOSS OR DAMAGE AROSE. UNDER NO CIRCUMSTANCES SHALL BAE SYSTEMS, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM THIS SALE OF SOFTWARE OR SERVICES TO BUYER.
9. **Indemnification.** Except as otherwise agreed, Buyer agrees to indemnify, defend and save harmless BAE Systems, including its parent corporations, affiliates, and subsidiaries, from and against any and all third party claims and related liability for bodily injury to persons (including death) or damage to or loss of tangible personal property to the extent caused by the negligent acts, omissions, or misrepresentations of Buyer, its Consultants, agents or employees, including any and all expense and cost, legal or otherwise, incurred by BAE Systems in the defense of any claim, demand or action arising out of any BAE Systems' delivery to Buyer; provided, however, that Buyer shall not be liable for injury to persons or damage to or loss of property caused by the sole negligence of BAE Systems.
10. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Quote, or any other applicable agreement, shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Quote or any other applicable agreement; and this Quote or any other applicable agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
11. **Waiver.** If BAE Systems should waive any breach of any provision of this Quote, or any other agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of the Quote or applicable agreement.
12. **Force Majeure.** Any delay or nonperformance of any obligation anticipated by this Quote, required by an Order, or outlined in the applicable Terms and Conditions caused by conditions beyond the reasonable control of BAE Systems shall not constitute a breach of this Quote. A subsequent Order, or applicable agreement, and the time for performance of such obligation, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
13. **Governing Law.** The transaction and all actions arising therefrom shall be governed by the laws of the State of California, USA, without regard to principals of conflicts of law. Each of the parties hereto agrees that any litigation with respect to this transaction or actions arising therefrom shall be brought only in a federal or state court of competent jurisdiction located in the Counties of Southern California, and the parties agree to submit to the jurisdiction of such courts. The provisions of the International Sale of Goods Act and the United Nations' Convention for Contracts of the International Sale of Goods are hereby excluded and shall not apply.
14. **Confidentiality.** BAE Systems considers this Quote to be proprietary and confidential information. Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Quote or subsequent Order or the subject matter thereof, shall be made by Buyer without the prior written approval of BAE Systems.
15. **Software.** If the Quote and subsequent Order will include the delivery of Software, the following conditions also apply:
 15. **Use of Software.** Use of Software is subject to the terms and conditions of the standard BAE Systems Software License Agreement(s) applicable to the Software being delivered, which is hereby incorporated by reference and made part of this Quote. See also, geospatial.exploitation.products.com/license-agreements. It is the sole obligation of the Buyer to read and understand the applicable BAE Systems Software License Agreement before submitting an Order and the Buyer's submission of the Order shall be deemed to be express acceptance of the BAE Systems Software License Agreement(s). If the Buyer intends to procure only Software on behalf of an end user without first integrating it into a larger end-product, system, package, solution, or kit, Buyer must receive written approval from BAE Systems prior to any transfer of the Software to the end user. In

Quotation

BAE SYSTEMS
INSPIRED WORK

Quote Name: Scranton PD (1) On-Site Hosted Solution

Quote Number: Q161218571

Version #: 1

This Quotation ("Quote") contains the terms and conditions that will apply to any delivery made by BAE Systems Information and Electronic Systems Integration Inc. ("BAE Systems") to you, the Buyer. This Quote also references additional terms and conditions that will apply to Buyer's purchase of Software, Hardware, or Services. It is incumbent upon the Buyer to read all associated terms and conditions and Buyer's issuance of a Purchase Order ("Order") will be considered acceptance of all identified terms and conditions.

Terms and Conditions:

I. General

1. Prices. Prices are in U.S. Dollars, firm for thirty (30) days unless otherwise noted. Prices are exclusive of any applicable sales and use taxes, withholding taxes, service taxes, value added taxes, goods and services taxes, applicable export and import fees, import, export and excise duties, customs duties, and similar charges and are payable by the Buyer.
2. Purchase Orders. Orders, to which these terms and conditions pertain, shall outline any software, hardware, services or other goods that BAE Systems is to provide to Buyer for payment; can be sent via email, fax or direct mail. Orders shall be made out to BAE Systems Information and Electronic Systems Integration Inc. Orders can also be submitted via EXOSTAR ID EXO 7493 (if applicable). The mailing address is:

GXP Software Sales Office

BAE Systems Information and Electronic Systems Integration Inc.

Mail Zone 604-GXP

10920 Technology Place

San Diego, CA 92127-1874

Tel: +1 (703) 668-4385 or (800) 316-9643 (US only)

Fax: +1 (858) 592-1086

E-mail: gxporders@baesystems.com

3. Payment Terms. Net thirty (30) days, unless otherwise noted. Orders must be fully funded. Payment for training services is required net thirty (30) days from the BAE Systems Invoice date. Payments are to be made to BAE Systems Information and Electronic Systems Integration Inc. Payments can be made by electronic transfer, check, Visa or MasterCard.

Electronic Funds Transfer (Preferred Method)

BAE Systems Information and Electronic
Systems Integration Inc.

Citibank N.A.

ABA # 031100209

Deposit Account: 3880-6591

Swift Code: CITIUS33 for further credit to 031100209

Mailing Lockbox Address:

BAE Systems Information and
Electronic Systems Integration, Inc.

c/o

Citibank N.A.

P.O./Lockbox 7247-6941

Philadelphia, PA 19170-6941

Bank Address and Contact Information:

Citibank N.A.

One Penn's Way

New Castle, DE 19720

Phone: +1 (302) 325-6016

Email: bae.service@citigroup.com

4. Independent Contractors. The relationship of BAE Systems and Buyer established by this Quote, a subsequent Order, or any applicable agreement is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by the applicable Terms and Conditions.
5. Export Control/ Classified Deliverables. Your Quote may reference commercial software products ("Software") and/or engineering, development, or training services ("Services") subject to U.S. Export Licensing Regulations. Export of such Software or Services is governed by the Export Administration Regulations (EAR) and/or the International Traffic in Arms Regulations (ITAR). Export of such Software or Services to a non-U.S. person/entity may not be made without the proper prior authorization of the U.S. Government. Violations may result in administrative, civil or criminal penalties. The ECCN or USML (United States Munitions List) Category may be provided upon the Buyer's request.

Classified Software or Services must be used for the performance of tasks or services essential to the fulfillment of a classified prime contract, or subcontract. Buyers of classified Software or Services certify that the classified deliverables will be used accordingly. Use of classified deliverables is governed by DoD 5220.22-M, National Industrial Security Program Operating Manual and/or other applicable U.S. Government regulations on the use and protection of classified data.

6. Applicable Terms and Conditions. The terms and conditions noted in this Quote and the associated Software License Agreement, Professional Services Agreement, Upgrade Entitlement Policy Overview, Maintenance Support Services, Subscription Agreement or third party agreement, where

Quotation

Accet. #
Training & cert.

BAE SYSTEMS
INSPIRED WORK

Quote Name: Scranton PD (1) OnScene Hosted Solution

Quote Number: Q161218571

Version #: 1

Date:
Dec 5, 2016

Quotation Expiration Date:
Jan 31, 2017

DUNS:
08-011-9028

TIN:
52-2268742

Cage Code:
12436

To: Carl Graziano
Company: Scranton Police Department
Site:
Phone: (570) 348-4130
Fax:
Email: cgraziano@scrantonpa.gov

From: Scott Deltrich
Phone: +1 571 455 0719
Fax: (858) 592-1086
Email: scott.deltrich@baesystems.com

| Item | Product | Part # | Qty | Extended Price** |
|------|---|--------|-----|------------------|
| 01 | GXP Explorer Amazon Cloud Hosted Solution - Public Safety (Exportable)(EAR) | 3070-F | 1 | \$15,000.00 |

Product Description: The Amazon Cloud Hosted Solution includes the compute, storage, application and deployment services, and other AWS resources as needed, to run the GXP Explorer server in the Amazon Web Services environment. The GXP Explorer cloud hosted solution uses multiple web server and application service nodes with AWS auto-scaling enabled to allow automatic addition and removal of nodes to meet demand. This License is good for 1 year.

Note: Subscription includes one year access to: (1) GXP Explorer (Transition to OPSView in March 2017) - 15 Web Users - Hosted in the Amazon Cloud - 100 GB of AWS cloud storage (2) SOCEX GXP GA Bundle - 1 SOCEX GXP geoanalysis bundle (Desktop Software) - Floating licenses (Can be used on multiple computers, just not simultaneously) (3) GXP Mobile Apps (150 mobile users) - GXP OnScene - GXP Explorer Mobile - GXP SNAP

If order received by expiration date: 01/31/2017

Quote Total: \$15,000.00

** Extended Price = List Unit Price x Quantity

| SECTION C - NON-FEDERAL RESOURCES | | | | | |
|---|---------------|-----------|-------------------|------------|-----------|
| (a) Grant Program | (b) Applicant | (c) State | (d) Other Sources | (e) TOTALS | |
| 8. BAE Systems Geo-spatial Exploitation Product | \$ 15,000.00 | \$ | \$ | \$ | 15,000.00 |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. TOTAL (sum of lines 8-11) | \$ 15,000.00 | \$ | \$ | \$ | 15,000.00 |

| SECTION D - FORECASTED CASH NEEDS | | | | |
|------------------------------------|--------------|-------------|-------------|-------------|
| Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
| 13. Federal | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 14. Non-Federal | \$ 15,000.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 15. TOTAL (sum of lines 13 and 14) | \$ 15,000.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

| SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT | | | | |
|---|--------------------------------|--------------|--------------|--------------|
| (a) Grant Program | FUTURE FUNDING PERIODS (YEARS) | | | |
| | (b) First | (c) Second | (d) Third | (e) Fourth |
| 16. BAE Systems Geo-spatial Exploitation Product | \$ | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 |
| 17. | | | | |
| 18. | | | | |
| 19. | | | | |
| 20. TOTAL (sum of lines 16 - 19) | \$ | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 |

| SECTION F - OTHER BUDGET INFORMATION | |
|--------------------------------------|-------------------------|
| 21. Direct Charges: 0 | 22. Indirect Charges: 0 |
| 23. Remarks: | |

SECTION B - BUDGET CATEGORIES

| 6. Object Class Categories | GRANT PROGRAM, FUNCTION OR ACTIVITY | | | | Total (5) |
|--|--|-----------|-----|-----|--------------|
| | (1) | (2) | (3) | (4) | |
| | BAE Systems Geo-spatial Exploitation Product | | | | |
| a. Personnel | \$ | \$ | \$ | \$ | \$ |
| b. Fringe Benefits | | | | | |
| c. Travel | | | | | |
| d. Equipment | | | | | |
| e. Supplies | | | | | |
| f. Contractual | | | | | |
| g. Construction | | | | | |
| h. Other | | 60,000.00 | | | 60,000.00 |
| i. Total Direct Charges (sum of 6a-6h) | | 60,000.00 | | | \$ 60,000.00 |
| j. Indirect Charges | | | | | \$ |
| k. TOTALS (sum of 6i and 6j) | \$ | 60,000.00 | \$ | \$ | \$ 60,000.00 |
| 7. Program Income | \$ | 0.00 | \$ | \$ | \$ |

Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A-102) Page 1A

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BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
|---|---|-----------------------------|-----------------|-----------------------|-----------------|--------------|
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. BAE Systems Geo-spatial Exploitation Product | 97.133 | \$ 0.00 | \$ 0.00 | \$ 45,000.00 | \$ 15,000.00 | \$ 60,000.00 |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. Totals | | \$ | \$ | \$ 45,000.00 | \$ 15,000.00 | \$ 60,000.00 |

Training

| Description | Personnel | Fringe Benefits | Consultants | Travel | Equipment | Conference | Supplies | Other | Indirect | Total |
|----------------|-----------|-----------------|-------------|--------|-----------|------------|----------|-------|----------|-------|
| Not Applicable | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Exercising Activities and Cost

| Description | Format | Personnel | Fringe Benefits | Consultants | Travel | Equipment | Conference | Supplies | Other | Indirect | Total |
|----------------|--------|-----------|-----------------|-------------|--------|-----------|------------|----------|-------|----------|-------|
| Not applicable | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Exercise Implementation

| Description | Format | Personnel | Fringe Benefits | Consultants | Travel | Equipment | Conference | Supplies | Other | Indirect | Total |
|-------------|-----------|-----------|-----------------|-------------|--------|-----------|------------|----------|----------|----------|----------|
| BAE System | Licensing | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$60,000 | \$0 | \$60,000 |

Total Project Costs

| Personnel | Fringe Benefits | Consultants | Travel | Equipment | Conferences | Supplies | Other (Licensing) | Indirect | Total |
|-----------|-----------------|-------------|--------|-----------|-------------|----------|-------------------|----------|----------|
| \$ 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$60,000 | \$0 | \$60,000 |

Management and Administration

| Description | Total |
|----------------|-------|
| Not Applicable | \$0 |

Identifying Gaps

| Description | Personnel | Fringe Benefits | Consultants | Travel | Equipment | Conference | Supplies | Other | Indirect | Total |
|----------------|-----------|-----------------|-------------|--------|-----------|------------|----------|-------|----------|-------|
| Not Applicable | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Planning

| Description | Personnel | Fringe Benefits | Consultants | Travel | Equipment | Conference | Supplies | Other | Indirect | Total |
|----------------|-----------|-----------------|-------------|--------|-----------|------------|----------|-------|----------|-------|
| Not Applicable | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |



OFFICE OF THE MAYOR

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

February 8, 2017

CCTA Program Office
Jeff Afman
400 C Street SW
Washington, DC 20472

Dear Mr. Afman,

As Mayor of the City of Scranton I would like to take this opportunity to offer my full support of the Scranton Police Department's application for the Department of Homeland Security Program to Prepare for Complex Coordinated Terrorist Attacks.

The Scranton Police Department is requesting \$45,000.00 in funding for the continued subscription of the BAE System Geospatial eXploitation Product. This system will rectify the Scranton Police Department's critical vulnerability, creating a common operating picture among all first responders when preparing for and responding to Complex Coordinated Terrorist Attacks.

In closing, I would like to thank you for your time and consideration on this matter. Any assistance you could offer would be greatly appreciated.

If you should have any questions please do not hesitate to contact me at (570)348-4101.

Sincerely,


William L. Courtright
Mayor, City of Scranton

Impact:

The capability gaps that SPD face when dealing with a CCTA are the inability to create a common operating picture and the inability to coordinate all emergency personnel. The BAE Systems Geospatial eXploitation Product (GXP) will address both gaps. This system would allow SPD to maintain geospatial awareness of personnel and equipment, share assets, location and conditions across response units and agencies, and share critical information and plans in real-time with resources in the field. This system can also overlay a grid and essential information such as entry points and resource locations on aerial imagery and identify critical features that may have an impact on tactical operations. GXP provides a streamlined workflow that enables responders to hit the ground running, and coordinate for maximum efficiency and speed when executing tactical operations.

SPD being awarded this funding would impact the entire Lackawanna County and Northeast Pennsylvania region because all departments that have a signed mutual aid agreement with SPD would have access to the system. BAE would be used to plan large events and respond to CCTAs in not only Scranton but every department in Lackawanna County and the seven counties in Northeast Pennsylvania that our Special Operations Group and Bomb Unit respond to.

Budget:

The Scranton Police Department is applying for \$45,000 in funding to subscribe to the BAE Systems Geospatial eXploitation Product (GXP). The cost of this system is \$15,000 per year; the requested funding would cover the cost for three years. The Scranton Police Department will provide the initial \$15,000 for the first year, with this grant funding an additional three years (2018, 2019, and 2020). The \$15,000 license cost encompasses the GXP Explorer Amazon Cloud Hosted Solution including the compute, storage, application and deployment services, as well as other AWS resources as needed.

When the project period ends the Scranton Police Department will pay for the continued cost through the general operating budget. The current financial instability of the City of Scranton makes it difficult to procure innovative technology. However, it is estimated that the "distress status" of the City of Scranton will be lifted in the next three years, enabling the SPD to absorb the cost of this system.

Design and Implementation:

Complex Coordinated Terrorist Attacks unfortunately have become more widespread in the last decade and preparedness is the responsibility of the entire nation. It is the goal of SPD to develop and promote innovative and replicable approaches to preparing for a CCTA. In order to achieve this goal SPD has determined the capability gaps that must be addressed in order to develop a comprehensive and sustainable approach to enhance preparedness.

SPD's critical vulnerability is the inability to create a common operating picture among all first responders during large events. Also SPD lacks the ability to track and coordinate all first responders including non-enforcement responders such as vendors, utility companies, Fire and Rescue, construction crews etc. In an effort to rectify these capability gaps the Scranton Police Department is applying for \$45,000 in funding to subscribe to the BAE Systems Geospatial eXploitation Product (GXP). This system would allow SPD to maintain geospatial awareness of personnel and equipment, quickly locate imagery required during an incident, allow responders to systematically operate in large geographical areas while clearly communicating relevant information. More so, this tool is instrumental before, during and after a CCTA.

SPD will use this system to plan for CCTAs at large events by conducting site assessments, reviewing Incident Action Plans and integrating floor plans into the GXP platform. During the event the GXP program allows first responders to download the floor plans and map overlay. Also they can manage self-dispatching, alleviate some of the unnecessary radio traffic, and ensure containment is set; after the incident GXP can be utilized to conduct the investigation. The after action review of the 2015 San Bernardino terrorist attack outlines many challenges that could have been overcome with an interactive real time display of first responders.

This tool will solidify the public/private partnership especially in the post incident phase of the attack when the non-enforcement support, such as the Red Cross, is most needed. During a CCTA the police could be operating within the "three block war zone" paradigm where concurrent missions are being worked at different phases.

SPD has taken proactive steps to advance the department's readiness by enhancing interoperability with mutual aid agencies and ensuring that all departmental programs that foster the public/private partnerships receive the priority they deserve. The Scranton Police Department has always been focused on strengthening the community/police partnerships through the implementation of programs such as the "Be Part of the Solution" campaign and the Community Surveillance Network both of which rely heavily on strong partnerships. Dedicated to building trust and promoting accountability SPD is in the process of implementing a Body-Worn Camera program and is the only police department in Northeast Pennsylvania to execute a community policing program using beat officers in low income neighborhoods.

The City of Scranton, the seat of Lackawanna County, has a proud history of working closely with other law enforcement agencies throughout the area. Scranton hosted over 30 large pre-planned events in 2016 alone; every one of these events involved cooperation between multiple agencies in both the public and private sector. The best way to prepare for a CCTA at one of these events is through deliberate planning involving all partners to ensure adherence to key response fundamentals, Incident Command System structure and NIMS compliance. The BAE System would enable the SPD to address capability gaps and easily work with partnering agencies to effectively and efficiently prepare and respond to complex coordinated terrorist attacks.

Need:

The City of Scranton, the sixth largest city in Pennsylvania is 25.2 square miles with a residential, industrial, and commercial composition. In 1992 Scranton was determined a "financially distressed city" under Pennsylvania Act 47. Over twenty years later, Scranton remains distressed and faces multimillion-dollar budget deficits, causing significant reductions to the police budget. The financial distress prevents the Scranton Police Department (SPD) from procuring advanced technology and implementing innovative initiatives to combat crime and build community relations. Scranton is located within 125 miles of both New York City and Philadelphia and contains an army ammunition plant, three major hospitals, two universities and one college. The Scranton Police Department (SPD) is part of the Northeast Terrorism Task Force and our Special Operations Group and Bomb Unit respond to incidents in seven counties; the Special Operations Group is also a first responder to Sanofi Pasteur Inc. distribution site- one of the leading manufacturers of vaccines in the world.

World and national events have increased threat awareness in our city. Complex Coordinated Terrorist Attacks (CCTA) are becoming more common and it is the responsibility of local police departments to assess their risks and take the necessary steps to strengthen their capabilities in order to prepare for, prevent and respond to a CCTA.

It is the goal of SPD, through this program, to identify capability gaps related to preparing for, preventing and responding to a CCTA and to develop comprehensive and sustainable approaches to enhance preparedness and response. SPD's critical vulnerability is the inability to create a common operating picture among all first responders of each discipline; without it, command and control suffers due to the varying degrees of situational awareness. Additionally, much of the data that is needed at the first responders' level cannot be verbalized for radio transmission (i.e. floor plans and incident action plans).

The method of a terrorist's attack cannot be forecasted; we can however learn from past attacks and through a proper planning process we should be able to identify and mitigate potential threats. The spontaneous attack is the most difficult response to coordinate. Adherence to key response fundamentals will assist us in preparing for and responding to an attack. The best way to familiarize the first responders with the response fundamentals, especially when multiple agencies are involved, is through the deliberate planning of pre-planned events.

In 2016 SPD has been either the lead agency or a participating agency in over 35 preplanned large crowd events, and eight rapid planning large crowd events; these include the St. Patrick's Day Parade- drawing a crowd of over 100,000 annually and several rallies for both Presidential candidates. In addition, SPD assists at the Toyota Pavilion at Montage which hosts a number of events that brings an estimated 220,000 people per year. All of these events involved coordination between multiple agencies. What was lacking during the planning and implementation of these events was the ability to share assets, location and conditions across response units and agencies regardless of geographical location and to create a common operating picture among all first responders.

Due to the severe financial distress of the City of Scranton, SPD has been unable to implement strategies that would help prepare for and prevent a CCTA. At this time no other funding has been secured related to preparing for, preventing, or responding to a complex coordinated attack.

Program to Prepare Communities for Complex Coordinated Terrorist Attacks
City of Scranton
EMW-2016-GR-APP-00125

Project Narrative

Background

Name of primary applicant: City of Scranton

Name and title of lead POC: Maggie Perry, Grant Manager

Address: 100 S. Washington Avenue
Scranton, Pa 18503

Phone number: (570) 558-8335

Email: mamclane@scrantonpa.gov

Authorizing Official: Mayor William Courtright

Address: 340 N. Washington Avenue
Scranton, Pa 18503

Phone number: (570) 348-4101

Email: kgarvey@scrantonpa.gov

**Action History**

10 records per page

Showing 1 to 2 of 2 entries

Search:

| User | Action | Description | Date |
|--------|---------------|--|--|
| System | Status Change | Application status updated from Pending Submission to Pending Review | <u>02/10/2017 11:09</u> <u>-05:00</u> |
| System | Status Change | Application status updated from Pending Review to Pending Submission | <u>02/06/2017 10:12</u> <u>-05:00</u> |

- [← Previous](#)
- [1](#)
- [Next →](#)

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Applicant's Organization:

City of Scranton

Signing Authority Name:

Maggie Perry

Signature Date:

02/10/2017

Signatory Authority Title:

Maggie Perry

I, **Maggie Perry**, or my designee am hereby providing my signature for this application as of **02/10/2017**

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Expiration Date
12/31/2013



Status Not Applicable

Form Not Applicable to Application
Yes

SF-424B

Assurances for Non-Construction Programs

OMB Number
4040-0007

Expiration Date
06/30/2014



Status Signed

Date Signed 02/10/2017

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant's Organization:

City of Scranton

Signing Authority Name:

Mrs. Maggie Perry

Signature Date:

02/10/2017

Signatory Authority Title:

Maggie Perry

I, Maggie Perry, or my designee am hereby providing my signature for this application as of 02/10/2017

SF-LLL

Disclosure of Lobbying Activities

OMB Number
0348-0046

Remarks

annual licensing subscription \$15,000

SF-424A Budget Information - Non-Construction Programs (4040-0006)

SF-424A Budget Information - Non-Construction Programs (4040-0006)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 4040-0006. The time required to complete this information collection is estimated to average 1.8 hours per response, including the time to review instructions, search existing data resources, gather the data needed and complete and review the information collection.

If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:
U.S. Department of Health & Services, OS/OCIO/PRA,
200 Independence Ave., S.W., Suite 537-H,
Washington D.C. 20201,
Attention: PRA Reports Clearance Officer.

Agency, Total Responses, Average Burden per response in Hours, Total Burden Hours

- CNCS, 10, 4, 40
- DOI, 1274, 49/60, 1046
- DOS, 150, 5/60, 13
- EPA, 9098, 1.97, 17905
- SSA, 1400, 30/60, 700
- TREAS, 276, 1, 276
- VA, 184, 15/60, 46
- USDA, 7241, 3, 21723
- DOC, 5685, 20/60, 1895
- DOT, 50, 1.6, 80
- DHS, 150, 2, 300



Attachments

| Attached Documents | Title | Description |
|---|--------------------------------------|-------------------------|
| Form SF424 2 1-V2.1.pdf | Form SF424_2_1-V2.1.pdf | Submitted in Grants.gov |
| Form GG_LobbyingForm-V1.1.pdf | Form GG_LobbyingForm-V1.1.pdf | Submitted in Grants.gov |
| GrantApplication.xml | GrantApplication.xml | Submitted in Grants.gov |
| Mayor's letter.pdf | Letter of Support | Attached in ND grants |
| quote.pdf | Quote | Attached in ND grants |
| SF 424A- Budget.pdf | Budget Information- Non Construction | Attached in ND grants |
| SF 424B Standard Assurances.pdf | Standard Assurances | Attached in ND grants |
| SFLLL Lobbying.pdf | Standard Form LLL | Attached in ND grants |
| Budget Detail Worksheet.docx | Budget Detail Worksheet | Attached in ND grants |
| Project Narrative.docx | Project Narrative | Attached in ND grants |

Certification Regarding Lobbying

Status Signed

Date Signed 02/10/2017

Certification for Contracts, Grants, Loans, and Cooperative Agreements

SF-424A**Budget Information for Non-Construction Programs**

OMB Number

4040-0006

Expiration Date

06/30/2014



Grant Program

Preparing for Emerging Threats and Hazards

CFDA Number

97.133

Budget Object Class Amount

Personnel \$0.00

Fringe Benefits \$0.00

Travel \$0.00

Equipment \$0.00

Supplies \$0.00

Contractual \$0.00

Construction \$0.00

Other \$45,000.00

Total Direct Charges \$45,000.00

Indirect Charges \$0.00

Budget Category Total \$45,000.00**Non-Federal Resources Amount**

Applicant \$0.00

State \$0.00

Other \$0.00

Total Non-Federal Resources \$0.00**Income Amount****Program Income \$0.00****Total Budget Amount**

Federal \$45,000.00

Non-Federal \$0.00

Total Project Cost \$45,000.00

Direct Charges Explanation

Indirect Charges Explanation

Forecasted Cash Needs (Optional)

| | First Quarter | Second Quarter | Third Quarter | Fourth Quarter | Total First Year |
|--------------|--------------------|----------------|---------------|----------------|--------------------|
| Federal | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Non-Federal | \$15,000.00 | \$0.00 | \$0.00 | \$0.00 | \$15,000.00 |
| Total | \$15,000.00 | \$0.00 | \$0.00 | \$0.00 | \$15,000.00 |

Future Funding Periods (Years) (Optional)

| First | Second | Third | Fourth | Total |
|-------------|-------------|-------------|-------------|-------------|
| \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$60,000.00 |

060497856

DUNS+4

Applicant Congressional District

Congressional District 17, PA

Physical Address

340 N. Washington Avenue
 Scranton, Pennsylvania 18503-1522
 UNITED STATES

Mailing Address

340 N. Washington Avenue
 Scranton, Pennsylvania 18503-1522
 UNITED STATES

SF-424 Information

Project Information

Project Title

The Scranton Police Department partnered with the BAE Systems to in order to remedy the department's critical vulnerability when facing a Complex Coordinated Terrorist Attack.

Program/Project Congressional Districts

PA-17

Proposed Start Date

06/08/2017

Proposed End Date

06/07/2020

Areas Affected by Project (Cities, Counties, States, etc.)

City of Scranton and Lackawanna County

Estimated Funding

| Funding Source | Estimated Funding (\$) |
|------------------------|------------------------|
| Federal Funding | \$45,000.00 |
| Applicant Funding | \$15,000.00 |
| State Funding | \$0.00 |
| Local Funding | \$0.00 |
| Other Funding | \$0.00 |
| Program Income Funding | \$0.00 |
| Total Funding | \$60,000.00 |

Is application subject to review by state under the Executive Order 12372 process?
 Program is subject to E.O. 12372 but has not been selected by the State for review.

Is applicant delinquent on any federal debt?

No

Contacts

| Contact Name | Email | Primary Phone Number | Contact Types |
|---------------|-------------------------|----------------------|---|
| Perry, Maggie | mamclane@scrantonpa.gov | | Authorized Official Signatory Authority Primary Contact |
| Perry, Maggie | mamclane@scrantonpa.gov | 570-558-8335 | Secondary Contact |

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- [SF-424B](#)
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Application Information

Application Number

[EMW-2016-GR-APP-00125](#)

Funding Opportunity Name

Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks

Funding Opportunity Number

DHS-16-NPD-133-00-01

Application Status

Submitted

Applicant Information

Legal Name

[City of Scranton](#)

Type

City or township governments

Division Name

Scranton Police Department

Department Name

Scranton Police Department

Employer Identification Number (EIN)

24-6000704

Other Organizations that share this EIN

DUNS Number



DEPARTMENT OF LAW

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

February 27, 2017

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

RECEIVED

MAR - 2 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RATIFYING AND APPROVING
SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE
DEPARTMENT FOR FUNDING THROUGH THE DEPARTMENT OF
HOMELAND SECURITY PROGRAM IN THE AMOUNT OF \$45,000.00 AND, IF
SUCCESSFUL, ACCEPT AND DISBURSE THE GRANT FUNDS TO ENABLE THE
SCRANTON POLICE DEPARTMENT TO PREPARE FOR AND RESPOND TO
COMPLEX COORDINATED TERRORIST ATTACKS.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO. 150.40 IN AN AMOUNT NOT TO EXCEED \$40,000.00 TO ANOTHER TIME RESTAURANT, LLC, (DBA, AV RESTAURANT) TO ASSIST AN ELIGIBLE PROJECT.

WHEREAS, The City of Scranton Office of Economic and Community Development has available Program funds from Project No. 150.40, from the City of Scranton's Business and Industry Loan/Grant Program which funds were transferred into this program from the Keystone Communities Enterprise Zone Program, to assist a business within the City of Scranton for the purpose of creating 2 new full time equivalent jobs ~~creation~~ for low and moderate income persons; and

WHEREAS, The City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.40, from the City of Scranton Business and Industry Loan/Grant Program in an amount not to exceed \$40,000.00 to be used for the purchase of equipment, inventory and as working capital in the operation of Another Time Restaurant, LLC's business to be located at 320 Penn Avenue, Scranton, PA 18503, in order to develop said property for commercial uses including the opening and operation of a Restaurant/Bar at the project site; and

WHEREAS, The Loan will convert to a Grant if Another Time Restaurant LLC, fulfills the job creation requirements contained in the Loan to Grant Agreement; and

WHEREAS, this loan furthers the plan to revitalize Scranton.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan to Grant Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, and to disburse the loan funds from Project No. 150.40, City of Scranton Business and Industry Loan/Grant Program in an amount not to exceed \$40,000.00 to Another Time Restaurant LLC, a Pennsylvania corporation with a principal place of business located at 320 Penn Avenue, Scranton, PA 18503.

SECTION 1. A disbursement of these funds is conditioned upon full execution of the attached Loan Agreement.

SECTION 2. 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 3. This Resolution shall become effective immediately upon approval.

SECTION 4. 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.

**LOAN TO GRANT AGREEMENT
UNDER
KEYSTONE COMMUNITIES ENTERPRISE ZONE PROGRAM
OF THE CITY OF SCRANTON
AND
ANOTHER TIME RESTAURANT, LLC.
(dba AV Restaurant)**

This Keystone Communities Enterprise Zone Program Agreement is entered into as of the ____ day of _____, 2017, by and between **The City of Scranton** (hereinafter referred to as the "**City**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 N. Washington Ave., Scranton, Pennsylvania 18503 and **Another Time Restaurant, LLC (dba AV Restaurant)**, with a place of business located at 320 Penn Avenue, Scranton, Pennsylvania 18503. (hereinafter referred to as the "**Borrower**") and John J. Quinn and Jean M. Quinn, his wife (hereinafter referred to as "Guarantors") (Borrower City and Guarantors are sometimes referred to collectively herein as the "Parties").

WITNESSETH

WHEREAS, Borrower wishes to operate a business located in the City of Scranton; and

WHEREAS, the Borrower seeks to revitalize the property located at 320 Penn Avenue, Scranton, PA 18503 (the "Property") for commercial uses (such Property also referred to herein as the "Project Site"); and

WHEREAS, the Borrower is seeking to borrow from the City \$40,000.00 (the "Loan") and to use the Loan for acquisition of equipment, inventory and as working capital for the Project (as hereinafter defined) to assist with the revitalization of the Property for commercial uses including the opening and operation of a Restaurant/Bar at the Project Site and if the borrower fulfills the requirements of Section 6 hereof to have the Loan converted into a Grant; and

WHEREAS, Another Time Restaurant, LLC, (dba AV Restaurant), has made application to the City (the "Application") for a loan under the program known as the Keystone Communities Enterprise Zone Program in the amount of \$40,000.00; and

WHEREAS, City herein agrees to provide financing under the Keystone Communities Enterprise Zone Program by making a Loan to the Borrower in the amount of \$40,000.00 and, such funds are available from the Keystone Communities Enterprise Zone Program to provide such financing by borrowing, at 2.5% interest; and

WHEREAS, the parties wish to herein provide for terms and conditions of repayment of the Keystone Communities Enterprise Zone Program and designate the uses to which the Funds may be applied.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

LOAN TO GRANT

1. Keystone Communities Enterprise Zone Program. City shall make the Loan to the Borrower(s) in the amount of \$40,000.00, which shall be advanced to them as in accordance with the terms and conditions set forth in the Application. Borrower(s) agree to adhere to all program guidelines and if this Agreement conflicts with those guidelines, the guidelines are the controlling document.

2. Interest on Keystone Communities Enterprise Zone Program. If Borrower fulfills all of its obligations contained in Section 4 hereof within ~~Six~~ (6) months of the Closing Date, then all accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant and Borrower shall have no further obligation to repay any funds to the City for the Loan.

3. Availability of Keystone Communities Enterprise Zone Program. The City has, by Notice of Award of Grant, and passage of Resolution No. ? on the __ day of __, 2017 approved making the Loan to the Borrower.

4. Terms for Repayment of the Keystone Communities Enterprise Zone Program. The Loan shall be evidenced by the Borrower's note (the "Note"), dated as of Closing, in the principal amount of Forty Thousand Dollars (\$40,000.00), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 4 hereof and the Loan is not converted to a Grant, ~~then Six (6) Months~~ after the Closing Date, the Borrower shall make its initial loan payment of Seven Hundred and Nine dollars and Eighty Nine Cents (\$709.89), and thereafter on the same day of each subsequent month, for a total of Sixty (60) months, the Borrower shall pay Seven Hundred and Nine dollars and Eighty Nine Cents (\$709.89) per month. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full by Borrower on or prior to Sixty Six (66) months after the execution of the Loan Agreement. There shall be no penalty for prepayment of the principal balance of the Loan.

5. Security. Repayment of the Keystone Communities Enterprise Zone Program shall be secured by a security agreement providing for a third lien on all equipment owned by the Borrower(s), (the "Security Agreement"), a

Promissory Note executed by the Borrower(s), and a Personal Guaranty executed by the Borrower(s).

6. Conditions. Funding of the Keystone Communities Enterprise Zone Program will be subject to Borrowers fulfilling the following conditions to the satisfaction of the City:

(a) Execution of the Note and Loan Agreement;

(b) Creation of New Jobs: As an absolute condition of the Loan, Borrower agrees to create, within ~~Six (6)~~ months from the date of this Loan Agreement, at least ~~Two (2)~~ NEW, full-time or full-time equivalent, permanent employees as a direct result of the project financed by the City Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement (ATTACHMENT "A") by mutual consent between Borrowers and City. Borrower agrees to ensure that at least fifty-one (51%) percent of the positions described in the ATTACHMENT "A" will be held by and/or made available to low-and moderate income persons (24 CFR 570.208) as low-and moderate income persons as defined in 24 CFR 570.3.

Borrower agrees promptly to collect from its employees and potential employees the reasonable and necessary data required by the City's Office of Economic and Community Development to monitor and verify compliance with the job creation requirement. Borrower shall turn such data over to City's Office of Economic and Community Development in a timely manner upon the request by City.

(c) Hiring Commitment Fulfillment. City shall consider Borrower to have fulfilled the hiring commitment if the Borrower reports quarterly, beginning with the date of this Loan agreement, to the City any new positions created within the ~~Six (6)~~ months from the time Closing Date and he Borrower has presented to City a sworn statement which itemizes the positions created.

(d) Penalties for Failure to Meet Hiring Commitments. If, by ~~Six (6)~~ months from the date of this Agreement, Borrower shall have failed to fulfill the job creation requirements described in this Section, City at its option may do any or all of the following:

(i) Declare the Borrower in default and demand a repayment of the principal amount of the City Loans equal to the balance outstanding on the City Loans within thirty (30) days from the date of demand;

(ii) Require Borrower to pay within thirty (30) days of demand to City any penalty or recapture levied upon City which originated in

Borrower's failure to fulfill their hiring commitments. The amount to be repaid shall not exceed the original amount of the City Loan.

(e) Sustained Operations and Employment

Borrower, as a condition of this Loan to Grant must remain Open for Business and remain Operational for a period of Thirty-Six consecutive months after the Closing. Open for Business and Operational shall mean Borrower shall be open for business at least 5 days per week, 10 hours per day, except time closed for vacation of one (1) week per calendar year or closure due to act of God, fire, or a taking by a Governmental authority.

The parties hereto acknowledge that funds cannot be disbursed until completion by the city of all requirements necessary for it to be legally capable of making the loan.

7. Covenants. The Borrowers covenant and agree with the City that so long as any portion of the Loan remains outstanding and unpaid the borrowers shall:

- (a) pay promptly when due all installments of interest at the times and in the manner specified in the Note executed in accordance with this Loan Agreement and pay all other sums of every nature and kind comprising part of the Loan in the manner and at the times required by this Agreement and the Note; including principal and interest when due.
- (b) keep, perform, and comply with all covenants, terms, and conditions of this Loan Agreement;
- (c) as applicable, maintain all the franchises, licenses, permits and other authorizations required for the ownership of Another Time Restaurant, LLC., and any various or affiliated partnerships or corporations, and continuously operate its business in compliance with the same and in accordance and in compliance with all statutes, ordinances and regulations applicable to such operation;
- (d) maintain the business property and its other assets in good order and condition, make all repairs, replacements and renewals necessary for the proper maintenance and operation of the same, and permit authorized representatives of the City to inspect the same at reasonable times in the presence of authorized representatives of the Borrowers, and upon providing reasonable prior notice to the borrowers;
- (e) maintain property insurance, public liability insurance, flood insurance (if necessary), and such other types of insurance that the

City may reasonably require, with insurance companies satisfactory to the City and in such amounts and against such risks as are customarily insured by similar entities, all to the reasonable satisfaction of the City; keep all insurance in full force and effect and pay all premiums therefore and deliver copies of all policies and certificates to the City with the interest of the City in all insured property covered under a standard mortgagee clause or a loss payable clause, as appropriate, the policies in all cases to provide for not less than ten days prior written notice to the City of any intended cancellation;

- (f) act prudently and in accordance with customary industry standards in managing and operating its business and property;
- (g) pay promptly when due all real estate taxes, sewer rentals, and other municipal assessments, rentals, and charges of every nature and kind at any time levied and imposed on the Project, as well as all debts, obligations, and claims of every nature and kind which, if unpaid, might or could become lien or charge upon the property and business, unless the validity thereof is being contested in good faith by the borrower by appropriate proceedings diligently conducted to the reasonable satisfaction of the City and the borrowers liability is covered by escrows or reserves that the City shall reasonably deem adequate;
- (h) furnish to the City, within one hundred twenty (120) days after the end of each fiscal year, financial statements of the borrowers prepared at a minimum, on a review basis, by certified public accountants acceptable to the City, certified to be correct;
- (i) furnish all additional information with respect to the borrower that the City may from time to time reasonably request. The borrowers hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the City copies of audit reports of the borrowers made by any of them;
- (j) promptly give written notice to the City of any damage to the Property or any of its other assets or equipment as well as written notice of the revocation or termination of any franchise, license, permit or other authorization required for the operation of its business or property or any other event, including litigation or other proceedings commenced or threatened, which might or could have a material adverse effect on The borrowers' financial condition or on the operation of The borrowers' business including any event which, after the passage of time or the giving of notice or both, would constitute an event of default under this Loan Agreement;

- (k) perform in a timely manner all of its covenants, obligations and agreements under each contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to any asset owned by it; and
- (1) comply with all applicable provisions of the Keystone Communities Enterprise Zone Program and any and all regulations, ordinances or laws governing this Loan Program.

8. Representations and Warranties. To induce the City to provide the financing described in this Loan Agreement, the borrowers hereby represents and warrants to the City that:

- (a) ANOTHER TIME RESTAURANT, LLC., is a Pennsylvania Limited Liability Company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania;
- (b) ANOTHER TIME RESTAURANT, LLC., maintains their principal office at 320 Penn Avenue, Scranton, PA 18503 and all books and records of the business pertaining to their financial condition and their operation are kept at such address;
- (c) the borrowers have the power and authority to own its assets and to carry on the activities contemplated by the Application;
- (d) the borrowers hold all franchises, licenses, permits and other authorizations of any nature and kind required for the ownership of its assets and the operation of its business, all of which are now in full force and effect;
- (e) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any provisions of ANOTHER TIME RESTAURANT, LLC., limited operating agreement or books or any statute or regulation order, writ, injunction, decree, decision of any court or governmental agency binding upon it or conflict with or result in a breach of any of the covenants, terms and conditions of any agreement or instrument to which the borrowers are a party or by which it is bound or to which it is subject, or constitute a default there under, a result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the borrowers pursuant to the terms of any such agreement, instrument or otherwise;

- (f) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with all the covenants, terms and conditions thereof, has been duly authorized by proper action of the owners in conformity with its certificate of incorporation and bylaws and, when duly executed and delivered by the appropriate officers of the entity, will constitute valid and binding obligations of the entity enforceable in accordance with their respective terms if required, as well as individually and in partnership;
- (g) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any statute or regulation, or any order, decree, or decision of any court or governmental agency binding upon borrowers or conflict with or result in the breach of any of the covenants, terms, and conditions of any agreement or instrument to which the borrowers are a party or by which it is bound or to which it is subject, or constitute a default hereunder, or result in the creation of a lien, charge or encumbrance of any nature or kind upon any of the borrowers' assets pursuant to the terms of any such agreement or instrument;
- (h) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with all of the covenants, terms, and conditions thereof, will constitute valid and binding obligations of the borrowers, enforceable in accordance with their respective terms;
- (i) the borrowers have filed, and shall, as required, file in a timely manner, all federal, state and local tax returns and has paid, or shall pay, all taxes shown to be due thereon;
- (j) there is no material litigation or governmental proceeding pending or (to the knowledge of the borrowers) threatened against or affecting the borrowers or any of its assets of the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the borrowers;
- (k) the borrowers will not dispose of any hazardous waste at the Borrowers place of business and will not knowingly violate any environmental statutes, regulation or other restrictions;
- (l) there is no material fact that the borrowers has not disclosed to the City which could have a material adverse effect on the

Borrowers place of business or the prospects or condition (financial or otherwise) of the Borrowers. No Certificate or statement delivered herewith or heretofore by the borrowers in connection with this Loan Agreement or the Application contains any untrue statement of material fact or omits to state any material facts necessary to keep the statements contained herein or therein from being misleading.

- (m) Books, Records, and Reports. The borrowers will at all times keep proper books of account in a manner satisfactory to the City and subject to accepted accounting practices. Borrower hereby authorizes City to make or cause to be made, at borrowers' expense and in such manner and at such times as City may require,
- (n) inspections and audits of any books, records and papers in the custody or control of borrowers or others, relating to borrowers' financial or business conditions, including the making of copies thereof and extracts there from, and (b) inspections and appraisals of any of borrowers' assets. Borrowers will furnish to City for the twelve (12) month period and semi-annually thereafter, financial and operating statements. Borrowers hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of borrowers and any desired information from reports, returns, files, and records of such authorities upon request therefore by City.
- (o) Borrowers shall not execute any contracts for management consulting services without prior approval of City.
- (p) Distributions and Compensation. Borrowers will not, without the prior written consent of City (a) declare or pay any dividend or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or consolidate, or merge with any other company, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, or any company directly or indirectly controlling or affiliated with or controlled by borrowers, or any other company, or to any officer, director or employee of borrowers or any such company (b) make any distribution of assets of the business of borrowers, other than reasonable compensation for services, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any of its employees, or to any company directly or indirectly controlling or affiliated with or controlled by borrowers, or any other company.

(q) Other Provisions:

- (1) Prior to disbursement City must have evidence that borrower is current on all Taxes and that a Repository Plan for the payment of future withholding taxes has been established.
- (2) Borrowers will not, without prior written consent of City, purchase any additional life insurance from the business income or assets.
- (3) City must agree that, in the event of a default by the borrowers, it will, if allowed by law, execute any right of set-off available to it.
- (4) Prior to disbursement, borrowers must provide to City a list of all fixtures and equipment now owned or to be purchased by Item, Model # and Serial #, as well as a general description of Fixtures and Equipment and number, by category, if required
- (5) Prior to the first disbursement, borrowers is to submit certification that it is currently and will remain in compliance with all environmental laws, rules and regulations concerning all phases and aspects of the operations of the business. Any subsequent failure to comply with said applicable environmental laws, rules and regulations will result in a default of the loan.

- (r) Change of Ownership: Borrowers must agree that this loan may be accelerated and payments called for by Holder if the borrowers, during the term of the loan, effects a change of ownership or control of the business without prior written approval of City.

The borrowers shall deliver to the City at Closing, an opinion of its counsel, in form acceptable to the City, as to good standing, authorization, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigations, and, except as previously disclosed herein, compliance with all existing agreements and such other matters as the City may reasonably require.

9. Event of Default. An event of default under this Loan Agreement shall be deemed to have occurred if borrowers shall:

- (a) fail to pay any installment of interest or principal on the note when due or within five (5) days after receipt of written notice of the

failure to pay;

- (b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within five (5) days of borrowers' receipt of notice from the City of such failure;
- (c) fail to keep, perform and comply with any of the other covenants, terms and conditions of this Loan Agreement within thirty (30) days of notice from the City, provided, however, if compliance cannot be performed within thirty (30) days, borrowers shall be permitted additional time to comply as agreed upon between the parties, so long as borrowers commences compliance and pursues it vigorously within the initial thirty (30) day period;
- (d) fail to pay any installment of interest or principal due on the \$40,000.00 loan from the City's Keystone Communities Enterprise Zone Program ; or
- (e) become insolvent or file or be named in any petition for relief under the Bankruptcy Code or Make any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the borrowers' properties and assets or apply for a consent to or suffer the appointment of a receiver or trustee.

10. Remedies. If an event of default as defined in Section 9 of this Loan Agreement shall occur, the City shall be entitled, upon ten (10) days prior written notice to borrowers, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and thereupon the City shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the City at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the City are cumulative and not exclusive of any rights and remedies which the City might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

11. Allowable Costs. Borrowers recognizes that City is obligated to examine all costs claimed by borrowers relating to the Project for the purpose of cost recovery to effectuate the long term goals of the Keystone Communities Enterprise Zone Program . Without limiting the general applicability of the foregoing, borrowers are notified that the following cost items, except as they may relate to allowable costs specifically contained in this Loan Agreement or the Application, generally shall not be considered eligible expenses:

- (a) Costs incurred prior to the notices of award of the grant by City;

- (b) Costs paid out prior to the execution of this Loan Agreement;
- (c) Interim interest paid on funds borrowed by borrowers in anticipation of disbursement of City's loans or other Project funds; or
- (d) The compensation of consultants and professional service providers.

12. Audit. Borrowers agree to participate actively if requested, and without compensation, in City's audits of the project and further agrees to fully and faithfully cooperate with the City in meeting any and all requirements of the Federal Government as per Paragraph twelve.

13. No Liability for Failure to Complete. Borrowers agree to include in all contracts with any party involving the use of Loan Funds an acknowledgment that City shall not be liable to any party for completion of, or the failure to complete, any activities which are part of the Project.

13A. The regulations for the DCA Program contained the laws of the Commonwealth of Pennsylvania.

13B. All requirements imposed by the City, DCA and any other Statutory or regulatory requirement in law or in equity as well as contractual, mortgage, note or otherwise.

14. (a) Court Expenses. Borrowers agree to pay reasonable attorney's fees, court costs and disbursements ordered by the court in the event City takes successful legal action to enforce City's rights under this Loan Agreement.

(b) Reimbursable Expenses. Borrower will, on demand, reimburse the City for any and all costs, fees and expenses including but not limited to underwriter's discounts, fiscal agency fees, and all other fees, expenses and costs of issuance which are incurred or which may be hereafter incurred by the City from time to time in connection with or by reason of borrowers' application for the making of and the administration of borrowers permanent financing stages of the Loan.

15. Recording Costs. Borrowers agree to pay all recording cost and filing fees related to the Loan, if any.

16. Hold Harmless Agreement. Borrowers will indemnify and defend City and hold it harmless from any claim against it involving or in any way arising out of its involvement with this Project, unless involving or in any way arising out of the willful misconduct of City, its agents or employees. In

particular, but without limiting the general application of the foregoing, and pursuant to Section 13(b) above, borrowers will, within thirty (30) days of City's demand, pay any penalty or recapture levied upon City which originates in borrowers' failure to fulfill, or document the fulfillment of, its commitments stated in this Loan Agreement or the Application; provided, the aggregate amount paid to City pursuant to this Section 19 and Section 13 shall in no way exceed the original amount of the Loan plus any due or accrued and unpaid interest and any penalties which may or may not be assessed.

17. Exercise of Rights. No delay or failure of the City in exercising any right or remedy under this Loan Agreement shall be deemed a waiver of such right or remedy or affect or impair the future exercise of such right or remedy and no modification or waiver by the City of any covenant or condition of this Loan Agreement or waiver by the City of any default hereunder shall be effective for any purpose unless contained in writing signed by the City and then only to the extent specifically set forth in such writing.

18. Notices and Demands. All notices or demands required by the provisions of this Loan Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed to the party to receive notice or demand at the address stated in the introductory portion of this Loan Agreement, or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

19. Consent to Jurisdiction. The borrowers irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking, and irrevocably agrees to service of process by Certified Mail, Return Receipt Requested to the address of the borrowers set forth herein. The borrowers hereby waives and shall not interpose any objections of forum non conveniens, or to venue and waives any right to remove any proceeding commenced in a state court to a federal court, and consent to any and all relief ordered by such court.

20. Severability. The invalidity of any one or more sections of this Loan Agreement or any portion thereof shall not be deemed to affect or impair the validity and enforceability of the remainder.

21. Assignment: Binding Effect. All covenants, terms and provisions of this Loan Agreement shall inure to the benefit of and extend to and bind the successors and assigns of the City, provided that the borrowers shall not have the right to assign this Loan Agreement or any rights hereunder to any other

person or entity, unless the borrowers' business and property is sold to a purchaser acceptable to the City.

22. Entire Agreement. It is understood and agreed by the parties hereto that this Loan Agreement shall constitute the only agreement between them relative to this Loan, and that no oral statement or no prior written matter extrinsic to this instrument shall have any force or effect. This Loan Agreement shall not be modified except by writing, subscribed by both parties.

23. Honorable Agreement. This is an honorable Agreement intended to achieve the recited purposes. This Agreement is to be constructed and applied liberally to achieve those purposes and is not to be defeated by resorting to technical defenses or objections to price computation or any other matter affecting its operation.

24. Waiver of Breach. The waiver by the City of a breach of any provision of this Agreement by the borrowers shall not operate nor be construed as a waiver of any subsequent breach by the borrowers.

25. Counterparts. This agreement may be executed in two (6) or more counterparts, each of which shall be deemed an original and together constitute one and the same agreement.

26. Survivorship Clause. Borrowers and City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement, may survive the termination of this Agreement and be legally binding upon the parties hereto subsequent to the termination of this Agreement.

27. Interpretation. This Loan Agreement shall constitute a contract under the laws of the Commonwealth of Pennsylvania and shall for all purposes be construed in accordance with such laws. The headings of Sections in this Loan Agreement are for convenience of reference only, and shall not enlarge or restrict the rights of the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly caused this Loan Agreement to be duly executed.

City:

COUNTERSIGNED

CITY OF SCRANTON

BY: _____
City Controller

BY: _____
Mayor

DATE: _____

DATE: _____

BY: _____
Executive Director OECD
Office of Economic and
Community Development

BY: _____
City Clerk, attest to Mayor's signature

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
City Solicitor

DATE: _____

Borrowers:

Another Time Restaurant, LLC,

ATTEST:

Secretary

Manager
John J. Quinn

DATE: _____

Jean M. Quinn

DATE: _____

Attachment

“A”

OECD Business & Industry Loan/Grant Program

BORROWER: Another Time Restaurant, LLC "AV Restaurant"

Following is a summary of new, permanent jobs to be created and/or existing permanent jobs to be retained as a result of the OECD assistance provided through this loan:

| Job Title | Status | | Is this job to be created or retained? | Will this job be held by and/or made available to low/mod persons? | Does this job require special skills or education? |
|---------------------------|--------------------------------|---------------------------------|--|---|---|
| | FT (number of positions) | PT (total hours per week) | | | |
| Line Cook | 1 | | created | Yes | Yes |
| Kitchen Support/Diswasher | 1 | | created | Yes | No |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

FT JOBS

2

PT JOBS AS FTE

0

TOTAL JOBS

2

The jobs will be created within 6 months following the disbursement of loan funds

You should complete a **Family Income Certification** form (sample attached) each time you fill a newly-created, permanent position. Employees should provide information about their family's gross annual income **prior** to being hired by you, so that you can maintain documentation about which of these positions are held by low/mod persons. You will be required to submit copies of these forms to OECD on a quarterly basis until the job creation requirement has been met; as stated in the terms of your loan agreement.

This activity has been processed & maintained by: Tom Preambo, OECD Deputy Director

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as the "AGREEMENT") dated the _____ day of _____, 2017, by and between **THE CITY OF SCRANTON**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 N. Washington Avenue, Scranton, Pennsylvania 18503, (hereinafter referred to as the "**CITY**")

-and-

ANOTHER TIME RESTAURANT, LLC. a Pennsylvania Limited Liability Company with a principal place of business located at 320 Penn Avenue, Scranton, PA 18503 (hereinafter referred to as "**BORROWER**")

WHEREAS, BORROWER has certain Liabilities (as defined herein) to CITY under a certain Loan Agreement dated even date herewith; and,

WHEREAS, the CITY and BORROWER desire and intend to secure repayment of said Liabilities by BORROWER granting to CITY a second lien security interest in the Collateral (as defined herein); and,

NOW, THEREFORE, the Borrower hereto, intending to be legally bound hereby, agrees as follows:

1. **COLLATERAL** The word "Collateral" as used in this AGREEMENT means the following described property: all equipment of the BORROWER, whether now or hereafter existing, or now owned or hereafter acquired and the products and proceeds of any of the foregoing, including all proceeds, and all accessions thereto, direct or contingent and all accounts receivables.

In addition, the word "Collateral" also includes all of the following; whether now owned or hereafter acquired by BORROWER, whether now existing or hereafter arising, and wherever located;

(a) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later.

(b) All products and produce of any property described in this Collateral section.

(c) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

2. **GRANT OF SECURITY INTEREST** In consideration of, and as security for, the Liabilities of BORROWER to CITY described below, BORROWER grants CITY a Second priority security interest in all the Collateral, together with all present and future products of Collateral and all present and future proceeds of Collateral (including but not limited to all leases, rents, issues, profits, credits, rebates, refunds, increases, replacements of and additions and accessions to the Collateral and all cash and non-cash insurance proceeds). This right to proceeds does not, and shall not be interpreted to constitute authorization or consent by CITY to any disposition of any Collateral. This AGREEMENT and the security interest granted herein shall stand as general and continuing security for all Liabilities and may be retained by CITY until all Liabilities have been satisfied in full; provided, however, that this AGREEMENT shall not be rendered void by the fact that no Liabilities or commitment by CITY to make advances to BORROWER exists as of any particular date, but shall continue in full force and effect until the filing of a termination statement signed by CITY with respect to all the Collateral.

As additional security for the Liabilities, BORROWER conveys, assigns and grants a security interest to CITY in and to all present and future files, books, ledgers, records, bills, invoices, receipts, deeds, certificates or documents of ownership, warranties, bills of sale and all other data and data storage systems and media pertaining to any of the Collateral.

3. **LIABILITIES** The Collateral secures, and will secure, all Liabilities of BORROWER to CITY. Liabilities as used herein shall mean and include any past, present or future loans, notes, mortgages, bonds, advances, re-advances, substitutions, extensions, renewals, interest, late charges, penalties, costs, and fees of any and all types, whether primary, secondary, absolute or contingent, direct or indirect, joint several or independent, voluntary or involuntary, (including overdrafts), now or hereafter existing, due or to become due, or held or to be held by, CITY for its own account or as agent for another or others, whether created directly or acquired by negotiation, assignment or otherwise, and all instruments and documents evidencing any of the above and shall also include but not be limited to that certain Promissory Note, dated the _____ day of _____, 2017, in the amount of Forty Thousand Dollars (\$40,000.00) given by BORROWER to CITY.

4. **FUTURE ADVANCES** The Liabilities secured hereby include all future advances made at any time or times to or for the benefit of BORROWER, whether obligatory or optional, including all costs, expenses, court costs and reasonable attorneys' fees incurred in the collection of the Liabilities and/or the Collateral or the disposition of the Collateral, and any advances made at any time or times for the payment of taxes or insurance or the maintenance or repair of the Collateral, or for the establishment, maintenance or enforcement of CITY'S security interest therein.

5. **ADDITIONAL SECURITY** As additional Collateral to secure the Liabilities, BORROWER grants to CITY a first priority security interest in all of BORROWER'S present and future deposits or other monies due from CITY, instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, chooses in action, chattel paper, currency, property and the proceeds thereof, owned by BORROWER or in which BORROWER has an interest, now or hereafter in the possession or control of CITY or in transit by mail or carrier to or from CITY or in the possession of any other person acting in CITY'S behalf, without regard to whether CITY received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether CITY has conditionally released the same. The property described in this Paragraph 5 shall constitute part of the Collateral for all purposes under this AGREEMENT.

6. **OWNERSHIP; OTHER LIENS** BORROWER represents and warrants that BORROWER is or, as to Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, and that this AGREEMENT creates a valid Second priority lien in and to all Collateral and that there are no liens and there will be no other liens, security interests, encumbrances or adverse claims by any person to any of the Collateral except the First lien for First National Community Bank. BORROWER covenants and agrees to keep the Collateral free from, defend it against, discharge and immediately notify CITY in writing of, any and all other liens, security interests or encumbrances, prior assignments, claims, set-offs or demands of all persons at any time claiming any Collateral or any interest therein.

7. **PURCHASE MONEY LOAN** BORROWER covenants and agrees that any Liabilities created for the purpose of enabling BORROWER to acquire rights in or use of any Collateral will be used solely for such purpose and for no other purpose, and authorizes CITY to disburse the proceeds of such purchase money loan directly to the seller.

8. **LOCATION, USE OF COLLATERAL** BORROWER represents and warrants that:

(a) Collateral is being and will be kept at BORROWER'S business address set forth in this AGREEMENT, and covenants and agrees not to remove the Collateral therefrom without CITY'S prior written consent.

(b) Collateral is being used and will be used exclusively for the purpose(s) indicated in this AGREEMENT and covenants and agrees not to change such use without CITY'S prior written consent.

9. **BORROWER'S IDENTITY, ADDRESS** BORROWER represents and warrants that its official name is accurately and completely set forth in this AGREEMENT and covenants and agrees that it will not change its name or its status indicated herein without CITY'S prior written consent.

BORROWER represents and warrants that the address set forth in this AGREEMENT is its principal business address, if BORROWER is engaged in business and covenants and agrees that it will not change such address or the other locations set forth herein or acquire additional addresses, without at least thirty (30) days' prior written notice to CITY setting forth the effective date of such change and such new address.

10. **MAINTENANCE, INSURANCE OF COLLATERAL** BORROWER, at its own expense, covenants and agrees to:

(a) properly maintain and care for the Collateral and protect and care for all Collateral covered by this AGREEMENT, all in accordance with the highest standards customary for businesses similar to BORROWER'S if BORROWER uses the Collateral in business operations;

(b) maintain such insurance covering the Collateral against fire, theft, vandalism and such other risks or hazards as CITY may require in such amounts and with such insurance companies as are satisfactory to CITY, which insurance shall protect CITY'S interest in the Collateral as secured lender under separate endorsement or clause not subject to any defenses which such insurance company may have against BORROWER;

(c) deliver to CITY, on demand, the contract(s) of insurance or furnish other proof of such insurance to CITY; and

(d) comply fully with, and refrain from any use of the Collateral in violation of, any requirements of any insurer of the collateral.

In the event of any loss, CITY, at its option, may (i) retain and apply all or any part of the insurance proceeds to reduce, in such order and amounts as CITY may elect, the unpaid balance of the Liabilities, or (ii) disburse all or any part of such insurance proceeds to or for the benefit of BORROWER for the purpose of repairing or replacing the Collateral after receiving proof satisfactory to CITY of such repair or replacement, in either case without waiving or impairing the Liabilities of any other provision of this AGREEMENT. BORROWER assigns to CITY any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay to CITY any amounts so due, and BORROWER appoints CITY its attorney-in-fact to endorse any draft or check which may be payable to BORROWER in order to collect any return or unearned premiums or the proceeds of such insurance.

11. **TAXES; COMPLIANCE** BORROWER covenants and agrees to pay, on or before the due date thereof, all federal, state and local taxes, assessments and other governmental charges of every nature which may be levied or assessed against the Collateral, and to comply fully with, and refrain from any use of the Collateral in violation of, any applicable statutes, regulations or ordinances.

12. **RIGHT TO REMEDY CERTAIN DEFAULTS** In the event BORROWER fails to maintain the Collateral, or pay any federal, state or local taxes, assessments or other governmental charges or claims, or fails to maintain insurance on the Collateral and pay all premiums for such insurance, or fails to make any necessary repairs or permits waste, CITY, at its election and without notice or demand to BORROWER, shall have the right, but not the obligation, to make any payment or expenditure with the right of subrogation thereunder, including but not limited to purchasing any lender's single interest to protect its security interest in the Collateral or its rights under this AGREEMENT, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, without prejudice to any of CITY'S rights or remedies available under this AGREEMENT or otherwise, at law or in equity. All such sums, as well as costs, advanced by CITY pursuant to this AGREEMENT, shall be secured by this AGREEMENT, and shall bear interest at the highest rate payable on any of the Liabilities from the date of payment by CITY until paid in full.

13. **DISPOSITION: PROCEEDS** Except as, and only to the extent expressly permitted in this Paragraph 13 or in Paragraph 15, BORROWER will not sell, assign, lease or otherwise dispose of, attempt or contract to sell, assign, lease or otherwise dispose of, any Collateral or any interest, right or privilege therein.

BORROWER covenants and agrees to deliver immediately to CITY, or such other person as CITY may designate, any instrument, document, or chattel paper arising out of or in connection with any Collateral. BORROWER further covenants and agrees not to use cash proceeds to purchase or otherwise acquire any interest whatsoever in any property not covered by this AGREEMENT without CITY'S prior written consent.

14. **NOTIFICATION OF ADVERSE EVENTS** BORROWER immediately will notify CITY in writing of any occurrence, event, circumstance or condition which affects or will affect the Collateral or the value thereof, BORROWER'S or CITY'S ability to dispose of the Collateral or CITY'S rights or remedies with regard thereto, including but not limited to the issuance or levy of any legal process against the Collateral or the adoption of any order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

BORROWER waives and releases all laws and rules of procedure now in force or hereafter enacted, relating to exemption from, or stay of execution and/or sale, and the opening and/or striking off any judgment. In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (hereinafter referred to as the "Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided herein or as otherwise provided by law or equity. BORROWER agrees not to contest the validity or enforceability of this Section 14.

15. **CITY'S RIGHTS**

(a) BORROWER covenants and agrees that CITY may, at its option and at BORROWER'S expense, at any time and from time to time whether or not a Default has occurred:

(1) require BORROWER to segregate all cash proceeds so that they may be identified readily, and deliver the same to CITY at such time or times and in such manner and form as CITY may direct;

(2) require BORROWER to deliver to CITY, at such time or times and in such manner and form as CITY may direct, records, schedules and other documentation and data sufficient to show the

status, condition, value or location of, or any other information pertaining to, the Collateral;

(3) verify the Collateral, inspect BORROWER'S books and records and make copies thereof or extracts therefrom, and require BORROWER to furnish such witnesses as may be necessary to establish legal proof of the Collateral or such records;

(4) require, as a condition to its consent to any disposition of Collateral requiring CITY'S consent, that BORROWER pay or deliver or cause to be paid or delivered directly to CITY, or such other person as CITY may designate, the proceeds of such disposition, agree to increase the rate of interest payable in respect of any of the Liabilities, or comply with any other requirement of CITY;

(5) notify debtors or obligors of any Accounts or Chattel Paper, or any buyers or lessees of any of the Collateral or any other persons, of CITY'S interest in the Collateral and require such persons to deliver all proceeds to CITY or such other person as CITY may designate, at such time or times and in such manner and form as CITY may direct; and in connection therewith BORROWER irrevocably authorizes and appoints CITY its attorney-in-fact, with full power of substitution, to endorse or sign BORROWER'S name on all collections, checks, notes, drafts, receipts or other instruments or documents, take possession of and open the BORROWER'S mail and remove proceeds therefrom, and such account debtors, Obligors, buyers or lessees may accept the receipt of CITY in such circumstances as a full release and acquittance for any amount so paid;

(6) at reasonable times enter upon any property where any Collateral is located to examine the Collateral, such property and any buildings or improvements thereon, and use BORROWER'S equipment, machinery, office equipment and other facilities if CITY deems such use necessary or advisable to protect, preserve, maintain, process, develop or harvest any of the Collateral;

(7) prohibit BORROWER from attaching any Collateral to any land or building or other improvement thereon in any manner which might cause such Collateral to become a part thereof, and/or require BORROWER to obtain from any owner, encumbrancer or other person having an interest in the property where any Collateral is located, written consent to CITY'S removal of the Collateral therefrom, without liability on the part of CITY to such owner, encumbrancer or other person, or require BORROWER to obtain from any such owner, encumbrancer or other person such waivers of any interest in the Collateral as CITY may require;

(8) place or require BORROWER to place on any instrument, document or Chattel Paper, or upon BORROWER'S books, records, documents or other data relating to accounts or general intangibles, a notation or legend indicating CITY'S security interest therein;

(9) in BORROWER'S and/or CITY'S name (as CITY in its sole discretion may determine) demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue or dismiss, with or without prejudice, and suits or proceedings respecting any of the Collateral;

(10) prohibit BORROWER from granting any person rebate, refund, allowance or credit, or accepting from any person any return of any Collateral, without CITY'S prior written consent, which consent may be conditioned upon any requirement for payment or additional collateral from BORROWER as CITY, in its sole discretion, may determine;

(11) secure credit in the name of BORROWER or in the name of CITY, or pay, settle, or otherwise discharge any unpaid bills or charges for goods delivered or services rendered to or for the benefit of BORROWER, if CITY reasonably determines, in its sole discretion, that such action is necessary or advisable to protect, maintain or preserve the Collateral or CITY'S security interest therein;

(12) furnish to CITY, on demand or as soon as possible thereafter, such additional property as Collateral as CITY may from time to time require; or

(13) take any action which CITY may deem necessary or desirable in order to realize on any of the Collateral, including without limitation the power to perform any contract or to endorse in the name of BORROWER any checks, notes, drafts, receipts or other instruments or documents received in payment of or on account of, or constituting, any of the Collateral, BORROWER irrevocably appoints CITY its attorney-in-fact with full power of substitution for all or any such acts or purposes.

(b) the foregoing rights are cumulative and may be exercised by CITY singularly or in any combination at any time and from time to time, as often as CITY deems necessary or advisable.

16. **OTHER DOCUMENTS, ACTS** BORROWER covenants and agrees that it will, at any time or times and from time to time, at its own expense, execute and deliver or cause to be executed and delivered such security agreements, certificates, certificates of title, pledges,

assignments, financing statements, continuation financing statements, amendments, acknowledgements and other documents, and will perform or cause to be performed such other acts, as CITY may request in order to establish, preserve or maintain a valid and continuously perfected security interest in, or to determine the priority of, or terminate or enforce CITY'S security interest in, the Collateral, and pay all costs and expenses incurred in connection therewith. To the extent legally permissible, BORROWER irrevocably authorizes and appoints CITY as its attorney-in-fact with full power of substitution, to execute on BORROWER'S behalf and file at BORROWER'S expense a financing statement or statements, or alternatively, a copy of this AGREEMENT to perfect CITY'S security interest, or any amendment or amendments thereto, in those public offices deemed necessary or appropriate by CITY to establish, maintain and protect a continuously perfected security interest in the Collateral.

17. **DEFAULT** The occurrence of any one or more of the following shall constitute a Default under this AGREEMENT:

(a) non-payment of any of the Liabilities, or any portion thereof, when and in the manner due, whether by acceleration or otherwise;

(b) failure by BORROWER to observe or perform any covenant, agreement, condition or term of this AGREEMENT or failure by BORROWER to observe or perform any covenant, agreement, condition or term or any default under any other document, note, bond, mortgage or other writing between BORROWER and CITY;

(c) breach by BORROWER or any other Obligor (which term shall refer to any maker, co-maker, endorser, guarantor or surety of, or other person obligated under any statute for, any of the Liabilities) of any obligation or duty to CITY;

(d) any representation or warranty in any financial or other statement, schedule, certificate or other document of BORROWER or any other Obligor delivered to CITY by or on behalf of BORROWER or any other Obligor shall prove to be false, misleading or incomplete in any material respect;

(e) a material adverse change occurs in the financial condition of BORROWER or any other Obligor which is unacceptable to CITY in its sole discretion from the condition most recently disclosed to CITY in any manner;

(f) BORROWER or other Obligor dies, dissolves, liquidates, merges, reorganizes or ceases to conduct operations, or prepares or attempts to do any of the foregoing;

(g) a trustee or receiver is appointed for BORROWER or any other Obligor or for all or a substantial part of its or their property in any involuntary proceeding, or any court has taken jurisdiction of all or any substantial part of the property of BORROWER or other Obligor in any involuntary proceedings, or BORROWER or any other Obligor files a petition or answer not denying jurisdiction in Bankruptcy or under any similar law, state or federal, now or hereafter existing, or such a petition is filed against BORROWER or any other Obligor, or BORROWER or other Obligor becomes insolvent, howsoever evidenced, or makes an assignment for the benefit of creditors or admits in writing its or their inability to pay its or their debts generally as they become due, or fails within sixty (60) days to pay or bond or otherwise discharge any judgment or attachment which is unstayed on appeal, or if BORROWER or any other Obligor advertises a "going out of business" or liquidation sale, or holds or permits such a sale;

(h) BORROWER or any other Obligor expresses an intent to terminate or revoke responsibility for any of the Liabilities, or defaults under any other note, agreement, lease, indenture, mortgage or obligation incurred pursuant thereto, or a judgment is entered against BORROWER or any other Obligor evidencing either singly or in the aggregate a material obligation, the effect of which accelerates or entitles the holder thereof to accelerate any maturity thereof or results in the forfeiture by BORROWER or any other Obligor or its rights under any such note, agreement, lease, indenture or mortgage;

(i) any property of BORROWER or any other Obligor becomes the subject of any attachment, garnishment, levy or lien (unless expressly permitted in writing signed by CITY);

(j) any substantial part of the property of BORROWER or any other Obligor is taken or condemned by any governmental authority;

(k) BORROWER or any other Obligor assigns or otherwise transfers, or attempts to assign or transfer, any of its right, title and interest in any of the Collateral without the prior written consent of CITY;

(l) BORROWER or any other Obligor fails to furnish financial or other information as CITY may reasonably request;

(m) if there is any change in BORROWER'S or any other Obligor's officers, principal owners or partners as the case may be, which is unacceptable to CITY in its sole discretion; or

(n) CITY, in the reasonable and good faith exercise of its sole discretion deems itself or the Collateral unsecure for any reason whatsoever;

(o) the failure by BORROWER to strictly comply with any federal, state or local statute, regulation, rule, order, or other judicial or administrative order relating to the Collateral.

18. **REMEDIES**

(a) Upon the occurrence of one or more Defaults, CITY may exercise any one or more of the following remedies, which are cumulative and may be exercised singularly or in any combination at any time and from time to time as long as any Default continues, without notice or demand to BORROWER or any other Obligor except as expressly required under this AGREEMENT or any applicable provision of law which cannot be waived prior to Default:

(1) declare all or any part of the Liabilities, together with costs of collection, including attorney's fees of fifteen percent (15%) of the unpaid principal, immediately due and payable, as if the same had in the first instance been payable as such time, without requiring any recourse against any other person or property liable for or securing any of the Liabilities;

(2) exercise any right of set-off which CITY may have against BORROWER or any other Obligor;

(3) exercise all or any of the rights and remedies of a secured party under the Uniform Commercial Code or as creditor under any other applicable law;

(4) require BORROWER to assemble the Collateral and any records pertaining thereto and make them available to CITY at a time and place designated by CITY;

(5) enter the premises of BORROWER and take possession of the Collateral and any records pertaining thereto, and also take possession of all personal property located in or attached to the Collateral without liability to BORROWER and hold such property for BORROWER at BORROWER'S expense;

(6) use, operate, manage, lease, or otherwise control the Collateral in any lawful manner, collect and receive all rents, income, revenue, earnings, issues and profits therefrom and, in its sole discretion but without any obligation to do so, insure, maintain, repair, renovate, alter or remove the Collateral;

(7) grant extensions or compromise or settle claims for less than face value relative to the proceeds without prior notice to BORROWER or any other Obligor;

(8) use, in connection with any assembly, use or disposition of the Collateral, any trademark, trade name, trade style, copyright, brand, patent right, license or technical process used or utilized by BORROWER;

(9) take such actions as CITY may deem necessary or advisable to preserve, process, develop, maintain, protect, care for or insure the Collateral or any portion thereof, and BORROWER irrevocably appoints CITY as its attorney-in-fact to do all acts and things in connection therewith; or

(10) sell or otherwise dispose of all or any of the collateral at public or private sale at any time or times without advertisement or demand upon or notice to BORROWER or any other Obligor, all of which are expressly waived to the extent permitted by law, with the right of CITY or its nominee to become purchaser at any sale (unless prohibited by statute) free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all attorney's fees, legal or other expenses for collection, sale and delivery, apply the remaining proceeds of any sale to pay (or hold as a reserve against) any of the Liabilities.

(b) except to the extent limited by non-waivable provision of statute, CITY shall not be liable to any person whatsoever, for, or in connection with, the exercise, method of exercise, delay or failure to exercise any of the remedies provided for herein, and BORROWER shall indemnify, and agrees to hold harmless and waives and releases CITY from any and all claims, liabilities, actions, costs, suits, demands, damages or losses, whatsoever occurring on account of or in connection with such exercise, method of exercise, delay or failure to exercise.

(c) In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code ("the Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any

automatic stay imposed by Section 362 of the Code (or any Successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided in this AGREEMENT, and any documents referred to in this AGREEMENT (as currently in effect, as might be modified, or otherwise) and as otherwise provided by law. BORROWER agrees not to contest the validity or enforceability of this Section 19(c).

19. **NOTICES AND DEMANDS.** All notices or demands required by the provisions of this Security Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed. If to the City:

Office of Economic and Community Development
City of Scranton
340 North Washington Avenue
Scranton, PA 18503
Attn.: Executive Director

If to the Borrower:

Another Time Restaurant, LLC
320 Penn Avenue
Scranton, PA 18503
Attn: John J. Quinn

or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

20. **WAIVERS; INVALIDITY** No delay or failure by CITY in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by CITY of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy provided for in this AGREEMENT shall not preclude CITY from exercising or enforcing the same at any time or time thereafter.

If any provision of this AGREEMENT shall be held for any reason to be invalid, illegal or unenforceable in any respect, such impairment shall not affect any other provision hereof.

IT IS EXPRESSLY AGREED BY BORROWER AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY BORROWER OR

OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS AGREEMENT OR THE LIABILITIES, BORROWER FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

21. **EXPENSES** BORROWER agrees to pay or reimburse CITY, immediately upon demand at any time or times, for all expenses incurred to perfect, protect and maintain continuously perfected CITY'S security interest and the priority thereof, in the Collateral, or to preserve, process, develop, maintain, protect, care for or insure any Collateral, or in the taking, holding preparing for sale, lease or other disposition, selling, leasing or otherwise disposing of the Collateral, or any other action taken by CITY to enforce or exercise its rights or remedies under this AGREEMENT, including without limitation reasonable attorney's fees, filing fees, documentary recordation taxes, appraisal charges and storages costs. If CITY advances any sums for such purposes, BORROWER shall reimburse CITY therefore on demand, and such advance(s) shall bear interest at two percent (2%) per annum over the highest rate then payable on any of the Liabilities from the date(s) of such advance(s) and both the amount of such advance(s) and such interest shall constitute part of the Liabilities secured hereby.

22. **LEGAL EFFECT** This AGREEMENT binds and inures to the benefit of CITY, BORROWER, and their respective heirs, executors, administrators, representatives, successors and assigns.

23. **CONSTRUCTION** Whenever used in this AGREEMENT, unless the context clearly indicates a contrary intent:

(a) "BORROWER" shall mean each person (whether individual, corporation, partnership or unincorporated association) who executed this AGREEMENT, and any subsequent owner of the Collateral, and its or their respective heirs, executors, administrators, successors and assigns;

(b) "CITY" shall mean CITY of Scranton and its successors and assigns;

(c) the use of any gender shall include all genders;

(d) the singular shall include the plural, and the plural shall include the singular; and,

(e) if BORROWER is more than one person, all agreements, conditions, covenants and provisions of this AGREEMENT shall be joint and several undertaking of each of them and shall bind each of them as fully as though each of them were named specifically herein wherever "BORROWER" is used,

24. **AUTHORIZATION** BORROWER's execution, delivery, and performance of the AGREEMENT and all other related documents has been duly authorized by all necessary actions on the part of BORROWER, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute default under (1) any other agreements or other instruments binding upon BORROWER or (2) any law, governmental regulation, court decree, or other order applicable to BORROWER or to BORROWER'S properties. BORROWER has the power and authority to enter into this Agreement and to grant Collateral as security for the Liabilities. BORROWER has the further power and authority to own and to hold all of BORROWER'S assets and properties and to carry on BORROWER'S business as presently conducted.

25. **APPLICABLE LAW** This AGREEMENT shall be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania. All terms used herein shall have the meanings given to them by the Pennsylvania Uniform Commercial Code, to the extent not otherwise defined herein.

26. **ENTIRE AGREEMENT** This AGREEMENT and the documents executed and delivered pursuant hereto, constitute the entire agreement of the parties and may be amended only by writing signed by or on behalf of each party.

ATTEST:

BORROWER:

ANOTHER TIME RESTAURANT, LLC

Secretary

By: _____
Owner-Manager
John J. Quinn,

Date: _____

PROMISSORY NOTE

\$40,000.00

Scranton, Pennsylvania
_____, 2017

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, **Another Time Restaurant, LLC**, (hereinafter called the "**Maker**"), a Pennsylvania Limited Liability Company with a principal place of business located at 320 Penn Avenue, Scranton, PA 18503, hereby promises to pay to the order of THE CITY OF SCRANTON (hereinafter called the "**Holder**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 North Washington Avenue, Scranton, Pennsylvania 18503, or its assignees, the sum of Forty Thousand Dollars (\$40,000.00), (the "Loan") payable together with interest thereon at the fixed rate of two and one half percent (2.5%) per annum as follows:

(1) Interest shall not accrue from _____, 2017 through _____, 2017. In the event Maker satisfies all of the conditions of Section 4 of the Loan to Grant Agreement between Maker and Holder of even date herewith then Maker's obligations hereunder shall cease and Maker shall not have any further obligations to repay the Loan to Holder.

(2) Payments by Maker to Holder shall commence on the _____ day of _____, 2017, and on the _____ day of each and every month thereafter to and including the _____ day of _____, 20__ and shall be in monthly installments of principal and interest in the amount of Seven Hundred and Nine Dollars and Eighty Nine Cents (\$709.89):

(3) Upon the expiration of Sixty Six (66) months after the date hereof, the then unpaid balance of principal, interest, and charges collectible under the terms hereof shall be immediately due and payable.

(4) This Note evidences a loan (the "**Loan**") in the above amount made by the Holder to the Maker on this date, the proceeds of which will be advanced by the Holder to the Maker in the manner provided in a Loan to Grant Agreement (the "**Loan Agreement**") of this date between the Holder and the Maker for the purposes therein specified. Payment of this Note is secured by a security agreement (the "**Security Agreement**") of this date from the Maker to the Holder, and by, other security described in the Loan Agreement.

(5) The Maker hereby agrees to keep, perform, and comply with all covenants, terms, and conditions of this Note, the Loan Agreement, the Security Agreement, and all of the documents and instruments now and at any time hereafter delivered to and held by the Holder to evidence and secure the Loan (herein collectively called the "**Loan Documents**"), which are incorporated by reference in and made a part of this Note.

(6) This Note shall also evidence all advances and expenditures that the Holder is authorized and permitted to make under the provisions of the Loan Documents, and all other sums of every nature and kind that at any time hereafter become due and owing by the Maker to the Holder under the Loan Documents, which shall be added to and become part of the principal amount evidenced by this Note and paid to the Holder, with interest, on the due date of the next installment, if not sooner due and payable under the provisions of the Loan Documents.

(7) Payments of principal on this Note shall be made in current funds on the day when due, without presentment, demand, protest, or notice of any kind, all of which are hereby waived. Payment shall be made at the office of the Holder herein designated or at such other place as the Holder may from time to time designate by written notice to the Maker, and shall be made in lawful money of the United States of America without set-off, counterclaim, or other deduction of any nature.

(8) The Holder shall have the right to impose a service charge equivalent to ten percent (10%) of the amount of any installment of principal not received within fifteen (15) days after the date the same becomes due, which shall be added to the principal balance and paid to the Holder on the due date of the next installment.

(9) EVENT OF DEFAULT. An event of default under this Promissory Note shall be deemed to have occurred if the Borrower shall:

a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;

b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or

c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 of the Loan to Grant Agreement of even date herewith; or

d) fail to keep, perform and comply with any of the other covenants, terms and conditions of the Loan to Grant Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or

e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee; or

f) close its business for a period of two consecutive weeks or longer.

(10) REMEDIES. If an event of default as defined in Section 9 hereof shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

(11) Confession of Judgment. This Promissory Note contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the Holder (as well as someone acting for holder) to appear for, and confess judgment(s) against Maker, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits Holder to execute upon the confessed judgment(s) which could have the effect of depriving Maker of its property without any prior notice or an opportunity to be heard. Maker hereby acknowledges that it has consulted with an attorney regarding the implications of these provisions and Maker understands that it is bargaining away several important legal rights. Accordingly, Maker hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that it may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) **CONFESSION OF JUDGMENT.** MAKER COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MAKER, HOLDER MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST MAKER AND, FOR THOSE PURPOSES, MAKER HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR HOLDER (AS WELL AS SOMEONE ACTING FOR HOLDER) IN ANY AND ALL ACTIONS COMMENCED AGAINST MAKER FOR RECOVERY OF THE PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER AND TO APPEAR FOR MAKER, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST MAKER, FOR PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER, TOGETHER WITH INTEREST AT THE DEFAULT RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OF SUCH AMOUNTS AND SUMS; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST MAKER FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

BY: _____
TITLE: _____
DATE: _____

(12) The Maker hereby waives the benefit of any present or future law or rule of procedure authorizing stay of execution on any judgment recovered on this Note, and the exemption of property from levy and sale there under, and any and all errors, defects, and imperfections whatsoever of a procedural nature in the entry of any judgment or in any process or proceedings thereon or relating to the same.

(13) Upon any negotiation, sale or assignment of this Note, the holder hereof may deliver same to the transferee or purchaser who shall thereupon become the holder hereunder and as such shall have and may exercise all powers, rights and options with respect to same and otherwise hereby given to the holder, or otherwise available to Holder pursuant to the terms and conditions of the Loan Agreement, and such former holder who thus negotiates, sells or

assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability with respect to same.

(14) If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not effect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(15) All of the foregoing agreements and obligations including, without limitation, the warrant of attorney to confess judgment, shall bind the Maker and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns.

In Witness Whereof, the Maker has duly caused this Note to be duly executed by its duly authorized representative, the day and year first above written, intending to be legally bound.

Attest:

Another Time Restaurant, LLC

Secretary

By: _____
Owner-Manager
John J. Quinn

Date: _____

G U A R A N T Y

Pursuant to this Guaranty dated the ____ day of _____, 2017 the undersigned, **John J. Quinn**, ("GUARANTOR") 4067 Steeplechase Drive, Collegeville, PA 19462, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the , Another Time Restaurant, LLC a Pennsylvania Limited Liability Company with a principal place of business located at 320 Penn Avenue, Scranton, PA 18503 (hereinafter " Another Time Restaurant "), and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to Another Time Restaurant, LLC, in the amount of Two Hundred and Forty Thousand Dollars (\$40,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the Another Time Restaurant's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the Another Time Restaurant's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the Another Time Restaurant and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even

if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the Another Time Restaurant's liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the Another Time Restaurant's liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the Another Time Restaurant's liabilities to City and with respect to any rights against any persons or persons (including the Another Time Restaurant and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the Another Time Restaurant's liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the Another Time Restaurant, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the Another Time Restaurant or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice that any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the Another Time Restaurant's liabilities to City or the liability of the undersigned hereunder.

If any of the Another Time Restaurant 's liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the Another Time Restaurant's liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several

important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

CONFESSION OF JUDGMENT. GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY ANOTHER TIME RESTAURANT, LLC. ("ANOTHER TIME RESTAURANT "), CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON ANOTHER TIME RESTAURANT'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUAARANTOR, FOR PRINCIPAL AND INTEREST ON ANOTHER TIME RESTAURANT'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

John J. Quinn

DATE: _____

So long as the Another Time Restaurant's liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the Another Time Restaurant or out of the property of the Another Time Restaurant.

A subsequent Guaranty by the undersigned or any other guarantor of the Another Time Restaurant's liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the Another Time Restaurant's liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

IT IS EXPRESSLY AGREED BY THE GUARANTOR AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY THE GUARANTOR OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS GUARANTY THE GUARANTOR, JOINTLY AND/OR SEVERALLY FOR THE UNDERSIGNED, AND THE GUARANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY,

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

DATE _____

On this, the _____ day of _____ 2017, before me, a Notary Public, the undersigned Officer, personally appeared **John J. Quinn**, known to me (or satisfactorily proven) to be the person whose name is ~~are~~ subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Title of Officer

G U A R A N T Y

Pursuant to this Guaranty dated the ____ day of _____, 2017 the undersigned, **Jean M. Quinn**, ("GUARANTOR") 4067 Steeplechase Drive, Collegeville, PA 19462, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the , Another Time Restaurant, LLC a Pennsylvania Limited Liability Company with a principal place of business located at 320 Penn Avenue, Scranton, PA 18503 (hereinafter " Another Time Restaurant "), and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to Another Time Restaurant, LLC, in the amount of Two Hundred and Forty Thousand Dollars (\$40,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the Another Time Restaurant's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the Another Time Restaurant's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the Another Time Restaurant and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even

if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the Another Time Restaurant's liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the Another Time Restaurant's liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the Another Time Restaurant's liabilities to City and with respect to any rights against any persons or persons (including the Another Time Restaurant and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the Another Time Restaurant's liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the Another Time Restaurant, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the Another Time Restaurant or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice that any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the Another Time Restaurant's liabilities to City or the liability of the undersigned hereunder.

If any of the Another Time Restaurant 's liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the Another Time Restaurant's liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several

important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

CONFESSION OF JUDGMENT. GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY ANOTHER TIME RESTAURANT, LLC. ("ANOTHER TIME RESTAURANT "), CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON ANOTHER TIME RESTAURANT'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUAARANTOR, FOR PRINCIPAL AND INTEREST ON ANOTHER TIME RESTAURANT'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

Jean M. Quinn

DATE: _____

So long as the Another Time Restaurant's liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the Another Time Restaurant or out of the property of the Another Time Restaurant.

A subsequent Guaranty by the undersigned or any other guarantor of the Another Time Restaurant's liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the Another Time Restaurant's liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

IT IS EXPRESSLY AGREED BY THE GUARANTOR AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY THE GUARANTOR OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS GUARANTY THE GUARANTOR, JOINTLY AND/OR SEVERALLY FOR THE UNDERSIGNED, AND THE GUARANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY,



DEPARTMENT OF LAW

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

February 27, 2017

RECEIVED

MAR - 2 2017

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 AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO.150.40 IN AN AMOUNT NOT TO EXCEED \$40,000.00 TO ANOTHER TIME RESTAURANT, LLC, (DBA, AV RESTAURANT) TO ASSIST AN ELIGIBLE PROJECT.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF THREE MILLION \$3,000,000.00 DOLLARS; ACCEPTING AND DISBURSING THE GRANT IF THE APPLICATION IS SUCCESSFUL; AND COORDINATE THE USE OF THE GRANT FUNDS WITH LACKAWANNA COLLEGE LOCATED AT 501 VINE STREET, SCRANTON, PENNSYLVANIA 18509, FOR THE PROJECT TO BE NAMED "COMMONS AT 409" LOCATED AT 409 ADAMS AVENUE, SCRANTON, PENNSYLVANIA 18510".

WHEREAS, the City of Scranton, in coordination with Lackawanna College or their designee, 501 Vine Street, Scranton, Pennsylvania 18509 is desirous of obtaining funds from the Commonwealth of Pennsylvania's Office of the Budget in the amount of \$3,000,000.00 for prevention and elimination of blight through the Redevelopment Assistance Capital Program (RACP); and

WHEREAS, a blighting influence exists because of the deteriorating condition of a property located at 409 Adams Avenue, Scranton, Pennsylvania 18510 that will be known at "Commons at 409" (the "Project"). The proposed Project will aid in the revitalization of downtown Scranton. The 2-story building located at 409 Adams Avenue, Scranton, will include industrial teaching kitchens for the Hospitality and Culinary Arts Program, student study space and a student dining commons, and

WHEREAS, the City will partner with "Lackawanna College" or their designee, as the applicant for the grant funds from Commonwealth of Pennsylvania's Office of the Budget and disburse the funds to the City to fund the Project; and

WHEREAS, the Commonwealth of Pennsylvania's Office of the Budget will disburse the funds to the City to fund the Project and the City will oversee the use of the funds by Lackawanna College for the Project; and

WHEREAS, the City will reimburse the Commonwealth of Pennsylvania's Office of the Budget for any expenditures found by the Commonwealth of Pennsylvania's Office of the Budget to be ineligible and Lackawanna College will indemnify the City for any ineligible costs; and

WHEREAS, the details of the Project costs and breakdown are detailed in the grant application a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to execute and submit a grant application to the Pennsylvania Office of the Budget for the Redevelopment Assistance Capital Program (RACP); substantially in the form attached hereto, and if successful, to accept the grant funds to be used for the Project as detailed in the grant application. This approval anticipates the execution of any and all related documentation which may be necessary to complete the grant application including but not limited to the grant application.

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.



Office of Economic and
Community Development

February 24, 2017

Atty. Jessica Boyle
City Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: Lackawanna College
Commons at 409
RACP / \$3,000,000.00
Resolution

Dear Atty. Boyles:

Attached please find the Resolution to accept and disburse funding from the Office of the Budget Redevelopment Assistance Capital Program (RACP) in the amount \$3,000,000.00.

Lackawanna College will renovate 409 Adams Avenue a project names "Commons at 409" in downtown Scranton.

This office would appreciate your office review and expedite this Resolution in order for this to pass Council. If you have any questions regarding this project, please contact me at 348-4216.

Sincerely,

A handwritten signature in black ink that reads "Linda B. Aebli".

Linda B. Aebli
Executive Director

lba/

cc: Atty. Eugene Hickey, Solicitor, OECD
Mrs. Cathy Wechsler, Lackawanna College
Mr. Tom Preambo, Deputy Director, OECD
Ms. Michelle McGloin, Lackawanna College

TAB 1. PROJECT ELIGIBILITY REQUIREMENTS & HOUSING STATEMENT

Capital Budget Act itemizations requested to be used for this project:

| Item No. from Excel File | County | Municipality | Act No. & Authorization (Effective) Date | Act Description | Act Amount | Available Amount | Requested Amount |
|--|------------|---------------------|---|---|-------------|---------------------|---------------------|
| 8339 | Lackawanna | City of Scranton | 2013-85 11/01/2013 | Acquisition, construction infrastructure and other related costs for Lackawanna College Learning Commons project | \$4,500,000 | \$4,500,000 | \$3,000,000 |
| Totals if using multiple itemizations <input type="checkbox"/> | | | | | \$4,500,000 | \$4,500,000 | \$3,000,000 |

A Project Labor Agreement (PLA) will not be utilized for the construction related jobs in this project.

HOUSING STATEMENT

This RACP Project does not contain a housing component.

| Project Name | County | RACP Round |
|----------------|------------|------------|
| Commons at 409 | Lackawanna | 2015-1 |

TAB 2. PROJECT DESCRIPTION

Project Name: Commons at 409

Address of Project Site: 409 Adams Avenue

Municipality of Project Site: Scranton

County of Project Site: Lackawanna

State Representative of Project Site

Name: Frank Farina

Address: 423 Main Street, Eynon, PA 18403

District #: 112

State Senator of Project Site

Name: John Blake

Address: The Oppenheim Building, 409 Lackawanna Avenue, Suite 210,
Scranton, PA 18503

District #: 22

Specific Project Description:

Overall: The Commons at 409 project will support the growth of Lackawanna College's (LC) degree programs and student life at the Main Campus, while spurring additional community improvement projects in the city of Scranton.

Committed to aid in the revitalization of downtown Scranton, LC has a history of purchasing and restoring timeworn, underutilized structures on its Main Campus footprint for modern use as classroom space, residential housing facilities and a state-of-the-art Student Union. With the recent acquisition of an underutilized property within the College's campus footprint, Lackawanna College is planning to undertake a \$6,000,000 capital project. The center city Scranton property consists of a two-story, 14,400 square foot building and a central courtyard area. The reclamation of this underutilized space will help stimulate economic vibrancy for the financially distressed City of Scranton. This project will stabilize the area from further decline and spur growth in the downtown by increasing the number of students, staff and educators at Lackawanna College which will then generate significant additional spending for local businesses.

Built in the 1970s and exhibiting various degrees of disrepair, the two-story building and adjacent courtyard will be renovated and outfitted using both RACP funds and private contributions.

The 2-story building at 409 Adams will include industrial teaching kitchens for the Hospitality and Culinary Arts program, student study space and a student dining commons. The dining commons is a crucial expansion necessary to meet the needs of existing students as well future needs as Lackawanna College's growth continues. In addition, the College will update and improve the appearance of the building, with new exterior glazed openings, exterior signage and masonry coating. Plans include a redesign of the building entrance, creating an glass enclosed entranceway, and repairing the sidewalks along Adams Avenue. All these updates will be done with special attention being paid to handicapped accessibility. All applicable federal, state and local construction regulations will be followed, and all required permits will be obtained.

Proposed RACP Scope: The Proposed RACP Scope is the same as the overall project description.

TAB 3. ECONOMIC IMPACT

| | | Estimated within 1-year after project completion |
|--------------|--|---|
| Data: | | |
| A. | NEW Jobs: | |
| 1. | NEW permanent direct jobs from positions being CREATED, or vacant ones being filled. | |
| a. | Full-time jobs | 44 |
| b. | Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered a Full Time Equivalent (FTE). OB will calculate FTEs. | 5 |
| 2. | "NEW" permanent direct jobs TRANSFERRED TO PA FROM OUT OF STATE. "NEW" for this entry's purpose <u>only</u> includes existing, filled positions that will be transferred into PA from out of state. | |
| a. | Full-time jobs | 0 |
| b. | Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered an FTE. OB will calculate FTEs. | 0 |
| B. | RETAINED permanent direct (non-construction) jobs. "RETAINED" for this purpose includes existing jobs, currently located elsewhere in PA or existing jobs retained at a current employment site <u>that will be lost without the progression of this project</u> . | |
| 1. | Full-time jobs | 0 |
| 2. | Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered an FTE. OB will calculate FTEs. | 0 |
| C. | Number of permanent INDIRECT jobs created by support/supplier industries and secondary industries attracted by the project. Must supply multiplier basis used by the project. | 112 |
| D. | Number of non-permanent direct (CONSTRUCTION) jobs created by the project. | 55 |
| E. | MEDIAN ANNUAL WAGE for all NEW permanent direct full-time jobs. | \$37,409 |
| F. | Provide the PER CAPITA INCOME for the project's county per the U. S. Census Bureau at the following link: http://quickfacts.census.gov/qfd/states/42000.html | \$25,608 |
| G. | Total STATE TAX GENERATION (payroll, sales, corporate, etc.). | <div>Prior to project</div> <div>\$397,064</div> <div>\$547,173</div> |

TAB 4. COMMUNITY IMPACT

A. Reclamation or the redevelopment of a blighted area or a Brownfield site:

Not Applicable

B. Economic health of the project site's county

1. County unemployment higher than state average:

The unemployment in Lackawanna County is 5.8%, higher than the 5.1% unemployment rate for the State of Pennsylvania. Please see attached for the detailed map, Comparison of County and State Unemployment Rates

2. Declining population in county:

The population in Lackawanna County has declined 0.2% from April 1, 2010 through July 1, 2013 compared to the 0.6% growth the State of Pennsylvania has experienced. Please see attached for the US Census documentation.

3. County per capita income below the state per capita income:

The per capita money income in the past 12 months in 2013 dollars in Lackawanna County is \$25,594, well below the PA state average of \$28,502. Please see the attached US Census documentation

4. Project location in a KOZ, KOEZ, KIZ, KSDZ, EZ or KOIZ-designated area:

Not Applicable

C. Quality of life

1. Creates or improves Civic, Cultural or Recreation Facilities:

The Commons at 409 currently includes a rundown concrete plaza, courtyard and 2-story building. Lackawanna College will revamp this area by removing the concrete and reviving the area with 50 percent green space and 50 percent hard surface. Contained in the plaza is a sculpture by renowned local artist, Hope Horn, which will be restored to its original grandeur. With pleasant seating areas that will be available to students, faculty, staff and the general public to enjoy, the plaza will quickly become an urban retreat in the heart of the city. In addition, the new student dining commons that will be constructed in 409 Adams will not only serve the needs of the College's students, faculty and staff, but will also welcome guests from around the city.

2. Improves Commercial/Retail/Mixed-use Buildings in a downtown or core area:

Built in the mid-1970s the Commons at 409 consists of a 2-story building located in financially distressed downtown Scranton. From the onset, the complex struggled with occupancy issues. The 2-story building originally housed a restaurant on the upper level that has been unoccupied for many years, and space for retail storefronts on the lower level which have never accommodated tenants.

The revival of this underutilized structure and courtyard will create diverse community and economic benefits including the expansion of degree and continuing education programs at Lackawanna College. This project will create much needed space for the College's many associate degree, certificate and workforce development programs, training numerous students to obtain high-wage, high-priority occupations.

Situated in center city Scranton this run-down building and property pose a significant challenge to the revitalization of the downtown. The rehabilitation and repurposing of this property is a priority as Scranton struggles to recover from generations of extreme financial duress, including two decades designated as an Act 47 financially distressed city. This project will stabilize the area from further decline and spur growth in the downtown by increasing the number of students, staff and educators at Lackawanna College, which will then generate significant additional spending for local businesses.

3. Addresses immediate/urgent issues to improve the quality of life:

Lackawanna College is currently at capacity and the Commons at 409 project will provide the teaching and student space necessary to increase the essential educational opportunities to the residents of Scranton and all of Lackawanna County. Scranton and the northeastern region have a long history as an industrial center and blue-collar region. With the closing of manufacturing plants and warehouses in recent years thousands of individuals possessing only high school diplomas began to seek retraining. Lackawanna College (LC) has a long-standing reputation of creating quality degree, non-degree and workforce development programs to train students in occupations designated as High-Priority Occupations by the PA Department of Labor & Industry. Strong relationships with local workforce development agencies make the College the non-degree educational provider of choice for a large group of displaced, unemployed and underemployed workers. The expansion of these degree and continuing education programs made available by the Commons at 409 will provide added classroom space to increase student capacity allowing LC to train an even greater number of workers in high-wage, high-priority occupations.

4. Addresses issues that could have a negative impact on the quality of life:

Lackawanna College has a reputation of preparing our students for the demands of the 21st century workforce. Without the expansion of degree and continuing education programs at Lackawanna College the quality of life in Lackawanna County will be severely impacted. While 88.9 percent of the residents of Lackawanna County hold high school diplomas, and there is no US Census data available on the percentage of residents who have associate degrees, only 25.7 percent of the residents have obtained a bachelor's degree. With the unemployment rate in Lackawanna County at 5.8%, higher than the state average of 5.1%, the region needs a way to help get the displaced, unemployed and underemployed workers of Lackawanna County retrained and back to work with the skills they need to succeed.

D. Regional impact

1. Consistent with an existing revitalization plan:

The Scranton-Abington Planning Association (SAPA) Plan was adopted by the City of Scranton on November 20, 2014. It is a multi-municipal Comprehensive Plan allowing member municipalities the opportunity to achieve benefits of multi-municipal cooperation. Lackawanna College's Commons at 409 project conforms to the Center City section of the plan on page 103. The plan strongly encourages the adaptive reuse of existing buildings, something that Lackawanna College has done numerous times since the early 1990s. The refurbishing and repurposing of the underutilized building at 409 Adams Avenue is consistent with the goals of the SAPA Plan.

Lackawanna County's comprehensive plan is the Lackawanna Luzerne Regional Plan. Its goal, as listed in the Land Use Plan, Chapter 2.1, is to achieve an overall future pattern of development that is responsive to existing and future economic, social, and cultural needs of Lackawanna and Luzerne Counties, promoting revitalization in the area's urban centers, which are Priority Areas, while conserving and preserving natural and agricultural resources.

Lackawanna College's refurbishment of 409 Adams and adjacent courtyard is consistent with key provisions listed on page 2-8 for the Center City Priority Areas. The redevelopment and adaptive reuse of this underutilized property is an efficient and economical way to allow for both new growth and revitalization in downtown Scranton.

The Community Facilities Plan, Chapter 2.4, within the Regional Plan, states on page 2-65 that a large unskilled population is a detriment to the two-county area's economic growth and a high standard of living. The Plan declares the people of the area need to have the opportunity to receive workforce education and skills development. Lackawanna College, for 120 years, has provided numerous workforce training, certificate and associate degree programs. With the academic expansion at the Commons at 409, the College will continue to spur additional opportunities for training in high-wage, high-demand occupations.

2. Joint effort involving multiple municipalities:
Not Applicable

3. Public engaged in the development of the project:

Lackawanna College welcomes community involvement in the development of the Commons at 409 project. Since the press release on July 23 declared Lackawanna College's plans to purchase of the property, the community has had many opportunities to comment on this project.

The local newspaper, The Times-Tribune posted an article on their website with the headline, *Lackawanna College to Convert Downtown Office Complex into Clinic, Classrooms, Cafeteria* on July 24 where 49 members of the public commented on the anticipated purchase. The article and comments are included as Tab 4—Appendix 6.

In addition, when Lackawanna College applied for a Local Share Account Grant through the City of Scranton, to assist with renovation costs of the 401 Adams building, the request had to be read and voted on at three City Council meetings. At City Council, the public is allowed to comment on the council agenda including what they thought of LC purchasing this commercial complex. The City of Scranton is also the grantee for the RACP grant, so the process will be repeated and the public allowed to comment on Lackawanna College's Commons at 409 project again.

When the project is complete Lackawanna College will hold a formal ceremony, inviting the public to attend the ceremony and tour the facilities.

4. Promotes tourism:

The Commons at 409 project will allow the expansion of academic programs at Lackawanna College. With this growth the College will have an even larger number of students and their families travel to Scranton to tour the campus. These visitors in turn will stay in local hotels, eat in local restaurants and visit some of the historic tourist sites in the City of Scranton. In addition, many art lovers will come to LC to view the vibrant, refurbished Hope Horn sculpture in the Commons at 409 Plaza.

TAB 5. STRATEGIC CLUSTERS FOR DEVELOPMENT

A. Biotechnology/Pharmaceutical/Life Sciences:

Not Applicable

B. High Tech & Advanced Manufacturing and Materials:

Not Applicable

C. Energy Extraction & Mining:

Not Applicable

D. Business & Financial Services:

Not Applicable

E. Healthcare/Medical Research and/or Educational:

The Commons at 409 project falls within the Strategic Cluster for Development of Healthcare/Medical/Education. Accredited by the Commission of Higher Education of the Middle States Association of Colleges and Schools, Lackawanna College is a private, nonprofit education institution providing opportunities for career and personal development. Established as Scranton Business College in 1894 and chartered as Lackawanna Junior College in 1957, course offerings were expanded to include the humanities and social and behavioral sciences, and the Pennsylvania Department of Education granted LC the right to award associate degrees. Since then, the College has continued growth and currently offers 30 Academic Majors and Programs. Most recently, LC was awarded the right to offer Bachelor's Degrees and will begin a limited selection of programs in the Fall of 2017. The College features an open admissions policy and in addition to its academic degree programs, offers certificate and continuing education programs.

F. Agriculture:

Not Applicable

TAB 6. ORGANIZATIONAL, MANAGEMENT & STRATEGIC PLAN

| Task/Position | Organization | Contact Person, Title | Address | Email & Phone |
|--|--|---|--|--|
| Candidate (normally the beneficiary of the grant) | | | | |
| Candidate's Board President or Top Executive or Officer (this is to whom RACP decision letter will be directed) | Lackawanna College | Mark Volk, President | 501 Vine Street, Scranton, PA 18509 | volkm@lackawanna.edu (570) 961-7850 |
| Candidate's person to contact for project information (if different from above) (enter "Same," if same) | Lackawanna College | Alycia Schwartz, Vice-President for Finance & Administration | 501 Vine Street, Scranton, PA 18509 | schwartz@lackawanna.edu (570) 961-7845 |
| Grantee (if known) | | | | |
| Grantee's Chief Elected Official or Officer | City of Scranton | William L. Courtright, Mayor | Municipal Building, 340 North Washington Avenue, Scranton, PA 18503 | kgarvey@scrantonpa.gov (570) 348-4100 |
| Grantee's Contact Person (if different from above) (enter "Same" if same) | City of Scranton, Office of Economic and Community Development | Linda Aebli, Executive Director OECD | Municipal Building, 340 North Washington Avenue, Scranton, PA 18503 | laebli@scrantonpa.gov (570) 348-4216 |
| Consultant aiding with formal Application & Business Plan preparation | N/A | N/A | N/A | N/A |
| Architect | Hemmler + Camayd Architects | Kenneth Ruby, LEED AP, Associate/Specific ations Writer | 409 Lackawanna Avenue, Scranton, PA 18503 | kruby@hc-architects.com (570) 961-1302 |
| Engineer | To Be Determined | | | |
| Contractor | To Be Determined | | | |
| Other | Sordoni Construction Services | Joseph Galvin, Project Director/Senior Project Manager | 45 Owen Street, Forty Fort, PA 18704 | jgalvin@sordoni.com (570) 283-6223 |

February 23, 2017

Mr. Steven Heuer
Office of the Budget
Bell Tower – 7th Floor
303 Walnut Street
Harrisburg, PA

Re: Redevelopment Assistance Capital Program Grant (RACP)
Lackawanna College "Commons at 409" Project
Scranton, Pennsylvania 18503
Tab 7 – Statement of Compliance Requirements
\$3,000,000.00

Dear Mr. Heuer:

This letter serves as a Statement of Compliance regarding the City of Scranton (Applicant) and Lackawanna College (Sub-Applciant) receiving \$3,000,000.00 from the Office of the Budget through its Redevelopment Assistance Capital Program Grant (RACP).

All construction and related activities of the Lackawanna College "Commons at 409" Project will comply with all requirements set forth by the Commonwealth of Pennsylvania, including but not limited to:

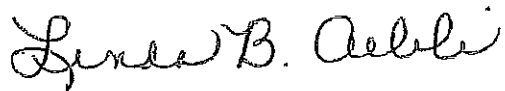
1. Competitive Bidding Requirements
2. Steel Products Procurement Act
3. Trade Practices Act
4. Public works Contractors' Bond Law (Performance Bond & Payment Bond)
5. Pennsylvania Prevailing Wage Act or Davis Bacon Federal Wage Act
6. Americans with Disabilities Act
7. Fidelity Bonds
8. Insurance
 - a. Worker's Compensation Insurance
 - b. Comprehensive General Liability Insurance
 - c. Property Damage Insurance
 - d. Identify Commonwealth as Additional Insured
9. Article 8 (Restrictions on Govt. Entities selling RACP project of Grant Agreement.

Page: Two

Tab 7 – Statement of Compliance Requirements

The City of Scranton will continue to gather the documentation of compliance as required by the grant, which we will make available to the Commonwealth. We understand that failure to comply with these provisions could affect funding reimbursement.

Sincerely,

A handwritten signature in black ink, reading "Linda B. Aebli". The signature is written in a cursive, flowing style.

Linda B. Aebli
Executive Director

Lba/

Cc: Lackawanna College

Statement of Community Support



OFFICE OF THE MAYOR

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

January 21, 2015

Mr. Steven Heuer, Director
Bureau of Revenue, Cash Flow and Debt
Office of the Budget
333 Market Street, 18th Floor
Harrisburg, PA 17101-2210

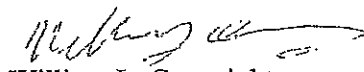
Dear Mr. Heuer:

I am writing in support of Lackawanna College and The Wright Center's grant application through the Redevelopment Assistance Capital Program (RACP) Grant. Since the mid-1990s, Lackawanna College has played a major role in the revitalization of downtown Scranton by restoring timeworn, underutilized buildings for modern use as residential housing facilities, classroom space and a state-of-the-art Student Union.

This grant will assist Lackawanna College, in partnership with The Wright Center, as they begin \$20.5 million capital project to renovate the Cornerstone Commons Plaza in downtown Scranton. Requesting \$10,250,000 in RACP funds Lackawanna College will restore the 6-story building at 401 Adams Avenue to include classrooms, conference rooms, administrative offices and laboratory space which will support the operation of academic degree and continuing education programs. In addition, The Wright Center will open a primary care clinic on the first and second floors in 401 Adams Avenue to provide healthcare services to the medically underserved in Scranton and all of Northeastern Pennsylvania. The 2-story building at 409 Adams will include industrial teaching kitchens for the Hospitality and Culinary Arts Program, student study space and a cafeteria. In addition, the College will update and improve the appearance of the buildings, including plans to remove the covered walkway and redesign the entranceway at Adams Avenue, adding a new entrance on Mulberry Street and repairing the sidewalks.

Lackawanna College's commitment to the City of Scranton, and in particular the downtown area, is unmistakable. This project will transform a highly underutilized building into a bustling center of education and community healthcare in Scranton's downtown. I strongly support Lackawanna College and The Wright Center's request for \$10,250,000 from the Redevelopment Assistance Capital Program. If you have any questions or concerns, please feel free to contact me at (570) 348-4101.

Sincerely,


William L. Courtright
Mayor, City of Scranton

SANDRA J. MAJOR, MEMBER
111TH LEGISLATIVE DISTRICT

PO BOX 202111
HARRISBURG, PA 17120-2111
PHONE: (717) 783-2910
FAX: (717) 783-2010

16501 STATE ROUTE 706, SUITE 2
MONTROSE, PA 18801
PHONE: (570) 278-3374
FAX: (570) 278-2952

32 COMMERCIAL STREET, SUITE 300
HONESDALE, PA 18431
PHONE: (570) 253-5533
FAX: (570) 253-8046



House of Representatives
Commonwealth of Pennsylvania
Harrisburg

REPUBLICAN CAUCUS CHAIRMAN

POLICY COMMITTEE

BOARD MEMBER, PENNSYLVANIA HIGHER
EDUCATION ASSISTANCE AGENCY (PHEAA)

WEBSITE: WWW.REPMAJOR.COM
E-MAIL: SMAJOR@PAHOUSEGOP.COM

June 4, 2015

Randy Albright
Secretary of the Budget
333 Market Street, 19th Floor
Harrisburg, PA 17101

Dear Secretary Albright:

It has been brought to my attention that Lackawanna College and The Wright Center have submitted a Redevelopment Assistance Capital Program (RACP) grant application. I am writing to express my support for their \$10,250,000 funding request.

Lackawanna College and The Wright Center are seeking funding for the Cornerstone Commons Project. The \$20.5 million Cornerstone Commons Project will allow Lackawanna College, in partnership with The Wright Center, to renovate the underutilized building at 401 and 409 Adams Avenue to expand academic and continuing education programs as well as update and improve the appearance of the buildings and streetscape. In addition, The Wright Center will open a clinic to provide healthcare services to the medically underserved.

I urge your favorable review of their application and thank you for the opportunity to share my support for the RACP application from Lackawanna College and The Wright Center for the Cornerstone Commons Project.

Sincerely,

A handwritten signature in black ink that reads "Sandra J. Major".

Sandra J. Major
State Representative
111th Legislative District

SJM/jlh

cc: Speaker Mike Turzai
Majority Leader Dave Reed

362 MAIN CAPITOL BUILDING
SENATE BOX 203020
HARRISBURG, PA 17120-3020
(717) 787-7428
FAX (717) 787-9242

22 DALLAS SHOPPING
CENTER
MEMORIAL HIGHWAY
DALLAS, PA 18612
(570) 675-3931
FAX (570) 674-5037
TOLL FREE (888) 736-1153

2512 ROUTE 6
HAWLEY, PA 18428
(570) 226-5860
FAX (570) 226-5864

lbaker@pasen.gov
senatorbaker.com

STATE SENATOR
LISA BAKER
20TH SENATORIAL DISTRICT



Senate of Pennsylvania

June 9, 2015

COMMITTEES

LABOR & INDUSTRY, CHAIR
AGING & YOUTH
APPROPRIATIONS
CONSUMER PROTECTION &
PROFESSIONAL LICENSURE
PUBLIC HEALTH & WELFARE
VETERANS AFFAIRS & EMERGENCY
PREPAREDNESS

The Honorable Randy Albright
Office of the Budget
333 Market, 18th Floor
Harrisburg, PA 17101

Dear Secretary Albright:

I am pleased to support Lackawanna College's Redevelopment Assistance Capital Program (RACP) Business Plan submission, which seeks \$10,250,000 to assist in the growth of its degree and continuing education programs, while expanding a partnership with the Wright Center.

The Cornerstone Commons project will restore a 6-story building to include classrooms, conference space, administrative offices and laboratory space to support academic programs. The Wright Center will also open a primary care clinic to provide medical, dental, behavioral, infectious disease and women's healthcare services. Plans also include renovations to an adjacent building to offer teaching kitchens for the Hospitality and Culinary Arts program and a student dining commons.

A well-trained and educated workforce is critical to the economic health and quality of life of our region. Additionally, this project will aid in the revitalization of blighted properties. I wholeheartedly endorse Lackawanna College's efforts and welcome your positive consideration of this community priority.

Sincerely,

Lisa Baker
Lisa Baker
Senator

pc: Mark Volk, President
Lackawanna College

22ND DISTRICT
JOHN P. BLAKE

SENATE BOX 203022
THE STATE CAPITOL
HARRISBURG, PA 17120-3022
717-787-6481
FAX: 717-783-5198

MAIN DISTRICT OFFICE
OPPENHEIM BUILDING
409 LACKAWANNA AVE., SUITE 210
SCRANTON, PA 18503
570-207-2881
FAX: 570-207-2897

ARCHBALD OFFICE
400 CHURCH STREET, SUITE 3201
ARCHBALD, PA 18403
570-876-5322
FAX: 570-876-5332

senatorblake@psenate.com
www.senatorblake.com



Senate of Pennsylvania

COMMITTEES

FINANCE, DEMOCRATIC CHAIR
APPROPRIATIONS
COMMUNITY, ECONOMIC AND
RECREATIONAL DEVELOPMENT
LABOR AND INDUSTRY
LOCAL GOVERNMENT
POLICY

CAPITOL PRESERVATION COMMITTEE
LOCAL GOVERNMENT COMMISSION

January 27, 2015

Mr. Steve Heuer
Director
Bureau of Revenue, Cash Flow & Debt
Office of the Budget
333 Market Street, 18th Floor
Harrisburg, PA 17101-2210

Dear Mr. Heuer:

I would like to take this opportunity to offer my support for Lackawanna College's RACP application/project.

The Cornerstone Commons project will support the growth of Lackawanna College's degree and continuous education programs at the Main Campus, while expanding the college's partnership with The Wright Center and spurring additional community health projects in the City of Scranton.

Lackawanna College will restore the 6 story building at 401 Adams to include classrooms, conference rooms, administrative offices, and laboratory space. The Wright Center will open a primary care clinic on the first and second floors to provide medical, dental, behavioral, infectious disease and women's services to the medically underserved in Scranton and all of Northeastern Pennsylvania.

Once again, please accept this letter as a representation of my support for this project. If you should have any further questions regarding this project, please do not hesitate to contact me directly. Thank you in advance for your time and consideration. With kind regards, I am

Very truly yours,

A handwritten signature in black ink, appearing to read "J.P. Blake".

John P. Blake
Senate of Pennsylvania
22nd District

JPB/rk

FRANK FARINA, MEMBER
112TH LEGISLATIVE DISTRICT

423 MAIN STREET
EYNON, PENNSYLVANIA 18403
(570) 876-1111
FAX: (570) 876-5304

1414 MONROE AVENUE
DUNMORE, PENNSYLVANIA 18509
(570) 342-2710
FAX: (570) 342-2845

28B EAST WING
P.O. BOX 202112
HARRISBURG, PENNSYLVANIA 17120-2112
(717) 783-5043
FAX: (717) 787-1231



House of Representatives
COMMONWEALTH OF PENNSYLVANIA
HARRISBURG

COMMITTEES

ENVIRONMENTAL RESOURCES AND
ENERGY
GAME AND FISHERIES
TOURISM AND RECREATIONAL
DEVELOPMENT, SECRETARY

February 4, 2015

By way of this letter, I wish to convey my support for the application of Lackawanna College of Scranton with regard to their Cornerstone Commons project.

Lackawanna College (LC) is an accredited, private, non-profit educational institution providing opportunities for career and personal development within selected associate degree, certificate and continuing education programs. A tuition dependent institution with an affordable tuition of \$12,980 per year the College consists of four satellite centers in Hawley, Hazleton, Towanda and the School of Petroleum & Natural Gas in New Milford with the Main Campus located in downtown Scranton.

The Cornerstone Commons project will support the growth of Lackawanna College's (LC) degree and continuing education programs at the Main Campus, while expanding the College's partnership with The Wright Center (TWC) and spurring additional community health projects in the city of Scranton.

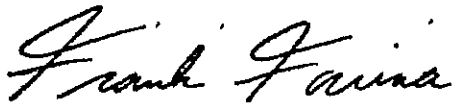
Committed to aid in the revitalization of downtown Scranton, LC has a history of purchasing and restoring timeworn, underutilized structures on its Main Campus footprint for modern use as classroom space, residential housing facilities and a state-of-the-art Student Union. With the recent acquisition of an underutilized building complex Lackawanna College is planning to undertake a \$20.5 million capital project. The center city Scranton complex consists of a mainly vacant, 6-story, 95,300 square foot structure and an unoccupied, two-story, 14,400 square foot ancillary building. The reclamation of these underutilized buildings will help stimulate economic vibrancy for the financially distressed City of Scranton. This project will stabilize the area from further decline and spur growth in the downtown by increasing the number of students, staff and educators at Lackawanna College which will then generate significant additional spending for local businesses.

Built in the 1970s and exhibiting various degrees of disrepair, both buildings will be renovated and outfitted using both RACP funds and private contributions. LC will restore the 6-story building at 401 Adams to include classrooms, conference rooms, administrative offices and laboratory space which will support the operation of academic degree and continuing education programs. In addition, TWC will open a primary care clinic on the first and second floors in 401 Adams to provide medical, dental, behavioral, infectious disease and women's healthcare services to the medically underserved in Scranton and all of northeastern Pennsylvania. The 2-story building at 409 Adams will include industrial

teaching kitchens for the Hospitality and Culinary Arts program, student study space and a cafeteria. In addition, the College will update and improve the appearance of the buildings, with new exterior glazed openings, exterior signage and masonry coating. Plans include removing the covered walkway and redesigning the entranceway at Adams Avenue, adding a new entrance on Mulberry and repairing the sidewalks. All these updates will be done with special attention being paid to handicapped accessibility. All applicable federal, state and local construction regulations will be followed, and all required permits will be obtained.

Your favorable consideration of this project is greatly appreciated. Should you have any questions or concerns with this matter, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Frank Farina". The signature is written in a cursive, flowing style.

The Honorable Frank Farina
PA State Representative -112th Legislative District

| | | | | | | | |
|--|--|--|--|--|--|-----------------------|--|
| <h1 style="margin:0;">RDA-300</h1> | | Commonwealth of Pennsylvania REDEVELOPMENT ASSISTANCE CAPITAL PROJECT SOURCES OF FUNDS | | | | Date Received | |
| | | Version: June 2016 | | | | ME No. | |
| The latest status of this project is: <input type="checkbox"/> Business Plan <input checked="" type="checkbox"/> Application <input type="checkbox"/> Grant Agreement | | This RDA filing, as it applies to the project's "status" at left, is a/an: <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION No. <input type="checkbox"/> <input type="checkbox"/> AMENDMENT | | | | State Consultant Firm | |

| PROJECT INFORMATION | | | | | | | |
|---------------------|---|----------------------|-----------------------|--------------|----------------------------|---------------------|--------------------------|
| PROJECT NAME | Commons at 409 | | | | PROJECT PHASE | OF | |
| GRANTEE | City of Scranton Office of Economic and Community Development | | | | | | |
| SUB-GRANTEE(S) | Lackawanna College | | | | | | |
| | | | | | | | |
| | | | | | | | |
| County | Municipality | Municipal Population | Legislative Districts | | RACP Construction Schedule | | |
| Lackawanna | Scranton | 77,118 | House 112 | Senate 22 | Start Date 9/1/17 | End Date 6/30/18 | Duration in months 10 |

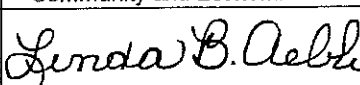
| OFFICIAL CONTACT PERSONS | | | |
|--|--|--|--|
| Chief Elected Official or Officer of Grantee | | Contact Person (normally the person from the entity at left that is most familiar with the project; enter "Same" if same person & provide email address) | |
| Federal ID No. | 26-6000704 | Name & Title | Alycia Schwartz VP of Finance & Administration |
| Name & Title | Linda B. Aebli, Executive Director OECD | Organization | Lackawanna College |
| Organization | City of Scranton OECD | Address | 501 Vine Street Scranton PA 18509 |
| Address | 340 North Washtington Ave Scranton PA 18503 | Phone | 570-961-7845 |
| Phone | 570-348-4216 | Email address | schwartz@lackawanna.edu |
| Email address | laebli@scrantonpa.gov | | |

| FUNDING SOURCES | | | | |
|--------------------------------|-------------|----------------------------|----------|-------------------------|
| Type | Amount | Description | Secured? | Unsecured? or Other? |
| REDEVELOPMENT ASSISTANCE FUNDS | \$3,000,000 | | | |
| MATCHING FUNDS | \$3,000,900 | | | |
| A. Local Funds | | | | |
| | | | | |
| B. Private Funds | \$2,494,184 | Peoples Security Loan | Secured | |
| | | | | |
| C. Land | \$425,000 | 409 Building and Courtyard | Secured | |
| Attach Appraisal | | | | |
| D. Federal Funds | | | | |
| | | | | |
| E. Other | \$81,716 | Private Donations | | Unsecured |
| | | | | |
| TOTAL FUNDS | \$6,000,900 | | | |

Attach an explanation about any state or federal funds the project has received in the past or will receive in the future that are not being counted as matching funds

| PROJECT ADMINISTRATION | | | |
|--|--------------------------|---|--|
| Will the Applicant administer the project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Will the Applicant designate a Project Administrator? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Administrators: | Applicant's Staff | Linda B. Aebli | |
| | Sub-Applicant's Staff | Alycia Schwartz | |
| | Designated Administrator | | |
| Are Cooperation Agreements attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Status: _____ | |

| APPLICANT'S AUTHORIZATION | |
|---|-------------------|
| To the best of my knowledge and belief, data in this application are true and correct and the submission of the application has been duly authorized by the governing body. | |
| Signature & Title of Authorized Official | 2-27-2017 Date |

| | | | | | | |
|--|---|---|---|--|-----------------------|----|
| <h1 style="margin:0;">RDA-301</h1> | | Commonwealth of Pennsylvania REDEVELOPMENT ASSISTANCE CAPITAL PROJECT USES OF FUNDS | | | Date Received | |
| | | Version: June 2016 | | | ME No. | |
| The latest status of this project is: <input type="checkbox"/> Business Plan <input checked="" type="checkbox"/> Application <input type="checkbox"/> Grant Agreement | | This RDA filing, as it applies to the project's "status" at left, is a/an: <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION No. <input type="checkbox"/> <input type="checkbox"/> AMENDMENT | | | State Consultant Firm | |
| PROJECT NAME | | Commons at 409 | | | PROJECT PHASE | OF |
| GRANTEE | | City of Scranton Office of Economic and Community Development | | | | |
| SUB-GRANTEE(S) | | Lackawanna College | | | | |
| | | | | | | |
| | | | | | | |
| LINE ITEM | BUDGET CATEGORY | RACP REIMBURSEMENT | MATCH ONLY | TOTAL | | |
| 1 | Operation & Maintenance | Typical Match | | | | |
| 2 | Administration | Typical Match | \$30,000 | \$30,000 | | |
| 3 | Legal | Typical Match | | | | |
| 4 | Financing/Accounting | Typical Match | | | | |
| 5 | Interest During Construction | | | | | |
| 6 | Architectural/Engineering | Typical Match | | | | |
| | A. Feasibility Study | Typical Match | | | | |
| | B. Surveys | Typical Match | | | | |
| | C. Design | Typical Match | \$471,038 | \$471,038 | | |
| | D. Inspection Services | Typical Match | | | | |
| | E. Other (Specify) | Typical Match | | | | |
| 7 | Permits | | | | | |
| 8 | Land (if used, entries A., B., or C. below should reflect the [planned] ownership <i>at commencement of the RACP project construction</i>) | | | | | |
| | A. Grantee owned (value) | | | | | |
| | B. Sub-Grantee owned (value) | | \$425,000 | \$425,000 | | |
| | C. 3rd Party owned (value) | | | | | |
| | D. Easement Cost | | | | | |
| | E. Other Land Costs (Specify & itemize below) | | | | | |
| | i. | | | | | |
| | ii. | | | | | |
| | iii. | | | | | |
| 9 | Construction (Attach construction cost breakdown) | \$3,000,000 | \$1,824,862 | \$4,824,862 | | |
| | A. Contingency (<u> 5 </u> % of Construction) | Typical Match | \$250,000 | \$250,000 | | |
| 10 | Other (Specify & itemize below) | | | | | |
| | A. | | | | | |
| | B. | | | | | |
| | C. | | | | | |
| | D. | | | | | |
| TOTAL PROJECT COST | | \$3,000,000 | \$3,000,900 | \$6,000,900 | | |
| APPLICANT'S AUTHORIZATION | | | COMMONWEALTH'S APPROVAL | | | |
| Approval of the Project Financing Plan is hereby requested. | | | The Project Financing Plan is hereby granted. | | | |
| SEAL | Applicant | City of Scranton Office of Community and Economic Dev | | Commonwealth of Pennsylvania Office of the Budget | | |
| | Signature of Authorized Official |  | | Signature of Authorized Official | | |
| | Title | OECD Executive Director | | Title | | |
| | Typed or Printed Name | Linda B. Aebli | | Typed or Printed Name | | |
| | Date | 2-27-2017 | | Date | | |

Sally Locker

From: Linda Aebli
Sent: Monday, February 27, 2017 8:21 AM
To: Sally Locker
Subject: FW: Resolution and attachments

I am still waiting for 2 things from Lackawanna College for that Resolution. Hopefully today I will get it.

From: McGloin, Michelle [<mailto:McGloinM@lackawanna.edu>]
Sent: Friday, February 24, 2017 3:25 PM
To: Linda Aebli; gene@efhickeylaw.com; Wechsler, Cathy; Tom Preambo
Subject: RE: Resolution and attachments

Hi Linda,

We have a good handle on the numbers, but Mark is on vacation until Monday and we can't send them until he approves them. The VP's are meeting with him Monday morning and I expect to have the RDA forms to you as soon as I get the OK.

Thanks,

Michelle

Michelle McGloin
Grant Administrator & Assessment Coordinator
Lackawanna College
501 Vine Street
Scranton, PA 18504
(570) 961-7833
mcgloinm@lackawanna.edu

From: Linda Aebli [<mailto:laebli@scrantonpa.gov>]
Sent: Friday, February 24, 2017 12:56 PM
To: McGloin, Michelle <McGloinM@lackawanna.edu>; gene@efhickeylaw.com; Wechsler, Cathy <WechslerC@lackawanna.edu>; tpreambo@scrantonpa.gov
Subject: Resolution and attachments

I really need the budget information in order to get it to Council. Thanks. Linda

Project Narrative

Another Time Restaurant LLC, (d.b.a. AV Restaurant)

Merits of Application for assistance

Another Time Restaurant LLC, (d.b.a. AV Restaurant), commonly and hereafter referred to as simply "AV Restaurant") is expected to re-locate from their current location in Moosic to the property at 320 Penn Avenue, formally home to The Banshee Irish Pub and most recently, Tequila Mexican Bar and Grill.

AV Restaurant and Lounge is seeking to become a fine dining destination in downtown Scranton. They have contemplated moves in the past to Montage Mountain, Old Forge and Dunmore, but now feel the timing is right for the move to be in downtown Scranton.

Additionally, the location and stature of the property at 320 Penn Avenue provides them with a number of opportunities for growth that don't exist at our current location in Moosic. Beyond the beauty of the structure itself, the space will allow them to provide their customers with outdoor seating options, private dining space for business and personal functions, additional seating and an expanded bar. The vibrant downtown community will also allow them to expand their hours of operation and add lunch service.

The owner Mr. John J. Quinn is dedicated to being successful with their new Scranton location and that is evident by his efforts to make lease holder improvements. AV Restaurant will be purchasing equipment and increasing service that will result in the creation of 4 new full time employees for the operations. The total cost of the client's project is valued at \$135,000. The client has secured required owner equity for the project. The amount requested as the City of Scranton's participation for assistance is \$40,000 and this is a value of 29.63% of the overall project and will provide funding for new equipment, furnishings, inventory and working capital. The tentative completion date is May 2017.

Mr. Quinn's business has displayed a strong financial status provided through the application documents and is in an excellent position from a financial stand point to continue building success in their new Downtown Scranton Restaurant.

The client's obligation for business, construction and occupancy permits will be required by the City of Scranton and will be verified by OECD prior to the issuance of payment. Once in operation AV Restaurant will be providing payment for all appropriate city taxes.

HUD National Objective for assistance

The client is committing to the creation of 2 new Full Time Equivalent Jobs to meet the HUD National Objective Public Benefit and to target Low to Moderate income individuals for employment. However, the expanded operations of this business will require the creation of 4 new Full Time service employees in the city of Scranton. Therefore the net result of the overall assistance package and the business plan will be providing 4 new jobs for the area residents and retaining 12 current employees in the new downtown location. The 2 new full time equivalent jobs committed for the OECD funding will be created within 6 months following the completion of this financial assistance package. The total employment increase to Scranton will be 16 jobs.

Respectfully submitted:

Tom Preambo, Deputy Director, OECD

Date: February 24, 2017



DEPARTMENT OF LAW

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

February 27, 2017

RECEIVED

MAR - 2 2017

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 AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF THREE MILLION \$3,000,000.00 DOLLARS; ACCEPTING AND DISBURSING THE GRANT IF THE APPLICATION IS SUCCESSFUL; AND COORDINATE THE USE OF THE GRANT FUNDS WITH LACKAWANNA COLLEGE LOCATED AT 501 VINE STREET, SCRANTON, PENNSYLVANIA 18509, FOR THE PROJECT TO BE NAMED "COMMONS AT 409" LOCATED AT 409 ADAMS AVENUE, SCRANTON, PENNSYLVANIA 18510".

Respectfully,

A handwritten signature in dark ink, appearing to read "J. Boyles", written over a horizontal line.

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A RENEWAL OF THE CONTRACT WITH JOYCE HATALA ASSOCIATES TO ASSIST THE CITY OF SCRANTON WITH ITS RECYCLING PROGRAM FOR AN ADDITIONAL EIGHTEEN (18) MONTH PERIOD WITH THE OPTION OF AN EIGHTEEN (18) MONTH EXTENSION.

WHEREAS, the City of Scranton entered into a contract with Joyce Hatala Associates to assist in our recycling program in 2015 for a period of eighteen (18) months, this contract is due to expire at the end of February, 2017; and

WHEREAS, the City of Scranton wishes renew and extend our contract as we are in the midst of an expansion of our recycling program and her services are critical. Initiatives include improvements in our commercial recycling tonnage tracking and additional downtown business participation; yard waste collection improvements and the participation in the technical assistance review of our refuse and recycling programs; and

WHEREAS, with the expiration of her contract forthcoming, the Business Administrator recommends that the contract with Joyce Hatala Associates be renewed and an extension of her contract for eighteen (18) additional months with the option for an eighteen (18) month extension. Her fee is \$5,000.00 and may be met through the Professional Services Budget of the Department of Public Works, Bureau of Administration. A copy of the Business Administrator's Memorandum is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

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 renewal of the Contract with Joyce Hatala Associates to assist the City of Scranton with our recycling program for an additional eighteen (18) month period, with the option of an eighteen (18) month extension.

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.

CONTRACT

This contract entered into this ____ day of _____ 2017 effective from
March 1, 2017 to September 30, 2018 by and between the City of Scranton, 340 North
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

JOYCE HATALA ASSOCIATES
P.O. BOX 107
FLEETVILLE, PA. 18420
PHONE NO. (570) 407-1124

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in
accordance with the terms and conditions hereinafter set forth and the Contractor is ready,
willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises
each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of
providing assistance with the City of Scranton Recycling Program. The Contractor hereby
covenants, contracts and agrees to furnish Scranton with:

ASSISTANCE WITH THE CITY OF SCRANTON
RECYCLING PROGRAM
FOR A PERIOD OF EIGHTEEN (18) MONTHS
WITH OPTION OF ADDITIONAL EIGHTEEN
(18) MONTH EXTENSION
(\$5,000.00 COST OF SERVICES)

Said services to be furnished and delivered in strict and entire conformity with the
Proposal attached hereto and incorporated herein by reference thereto submitted by Joyce Hatala
Associates. Said Proposal is hereby made part of this Agreement as fully and with the same
effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely
as an independent contractor, and nothing contained or implied shall at any time be so construed
as to create the relationship of employer and employee, partnership, principal/agent, or joint
adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a
waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Proposal attached hereto. Said Proposal is incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability and Professional Liability Insurance in the following amounts:

| <u>TYPE OF INSURANCE</u> | <u>LIMITS OF LIABILITY</u> |
|--|--|
| Workers' Compensation | Statutory |
| Employer's Liability | \$ 500,000.00 |
| Professional Liability | \$1,000,000.00 each occurrence \$1,000,000.00 aggregate |
| Comprehensive General Liability (including Blanket Contractual Liability Insurance) | |
| Bodily Injury | \$ 1,000,000 each person \$ 1,000,000 each occurrence \$ 1,000,000 aggregate |
| Property Damage | \$ 500,000 each occurrence |
| Personal Injury | \$ 500,000 |
| Comprehensive Automobile Liability: | |
| Bodily Injury | \$ 300,000 each person \$ 500,000 each occurrence |
| Property Damage | \$ 500,000 each occurrence |

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number and expiration data;
- (b) The coverage required and the limits on each, including the amount of

- deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton interest;
 - (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
 - (e) A statement confirming that Scranton, its agents and employees have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations or agreements whether oral or written with respect to the subject matter thereof and if it has been induced by no representations, statements or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an unauthorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

JOYCE HATALA ASSOCIATES

BY:

TITLE: _____

DATE: _____

MEMORANDUM

TO: Sally Locker, Jessica Boyles
FROM: David Bulzoni, Business Administrator
RE: Contract Extension for Joyce Hatala Associates
DATE : February 23, 2017

With the forthcoming expiration of Ms. Hatala's contract, I would recommend a renewal and extension of her contract for an additional eighteen months with the option for an eighteen month extension. We are in the midst of an expansion of our recycling program and her services are critical. Initiatives include improvements in our commercial recycling tonnage tracking and additional downtown business participation; yard waste collection improvements, and the participation in the technical assistance review of our refuse and recycling programs. Her fee is \$5,000.00 and may be met through the professional services budget of the Department of Public Works, Bureau of Administration.

Please advise if you have any questions.

JOYCE HATALA ASSOCIATES

P.O. Box 107, Fleetville, PA 18420

Phone 570-407-1124 cell; 570-945-5656 home

Email – jhatala@epix.net

Recycling and Solid Waste - Conservation Issues - Focus on Local Government

PROPOSAL

Services available through Joyce Hatala Associates

Recycling Improvements in the City of Scranton

Goal:

- Increase commercial recycling in the City of Scranton and improve yearly reporting from commercial establishments for the annual report and performance grant purposes
- Increase residential leaf and yard waste collection and increase curbside recycling

Background

Pennsylvania's Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act, mandates that municipalities over 5,000 residents with 300 persons per square mile must recycle, at a minimum, three items along with leaf waste at the curb. The Act also mandates that all commercial establishments must recycle, at a minimum, office paper, corrugated cardboard, aluminum cans and leaf waste. They must report these tonnages to the municipality each year (first quarter of the year for the previous year). The reports must be in a form acceptable to the PA Department of Environmental Protection (DEP) for the annual report and performance grant (Section 904) purposes. Commercial establishments are defined as businesses, industry, stores, offices, and institutions such as schools, places of worship, hospitals and other medical facilities.

After over twenty five (25 years), there are still many commercial establishments in the City who are not recycling and/or reporting recyclable tonnages collected as required by law. Because of this, the City is losing significant funding from the PA DEP through performance grants. Although yard waste and leaves cannot be counted for performance grant funding, they account for a significant amount of landfilled waste (nearly 20%) and can save significant money if taken for composting, or chipped into mulch.

Commercial Recycling Steps to Increase Recycling and Reporting

Meet and work with the Scranton Recycling Coordinator to determine areas which need improvement. What is working and not working?

Obtain commercial recycling reports for the last two years available (2012, 2013) to determine the extent of commercial recycling and areas for growth.

Obtain data on the last two years of Section 904 grant funding (performance grants). Determine which large generators are not reporting or are under-reporting? Are they not recycling or are they not reporting what they recycle?

Call and/or visit the largest potential generators of recyclables to determine how to best increase both recycling and reporting. Up to twelve (12) visits to commercial generators are included under this proposal if needed.

Obtain data from other Pennsylvania cities to determine their recycling tonnages and 904 grant amounts. How does Scranton compare to other PA cities allowing for demographic differences?

Meetings with:

- Scranton Chamber of Commerce – articles in their newsletter, email to chamber members about recycling requirements. Include letter from City and reporting form in Chamber email.
- Scranton Tomorrow/Downtown Businesses
- Restaurant and Tavern Associations
- Haulers such as Waste Management and JP Mascaro to determine areas for growth in recycling
- Owners of downtown office buildings
- Scranton School District
- Lackawanna County Recycling Manager can provide information on recent visits to schools and businesses. Who can improve recycling and reporting

Residential Recycling

Meet with Department of Public Works (DPW) and City Recycling Coordinator to determine problem areas and where they think the City can see growth in curbside recycling, especially in the collection of leaves and yard waste. Obtain information from other PA municipalities on per capita yard waste collection.

- Education - Where can the city obtain free education? Channel 61
- Distribution of brochures/fliers at events such as festivals, Nay Aug Park events and through neighborhood groups
- Distribution of brochures at business places/stores, church bulletins and similar

Provide final report on recommendations

Cost for services included in this proposal - \$5,000

JOYCE HATALA, JOYCE HATALA ASSOCIATES

Joyce Hatala has over 30 years experience in the environmental field with an emphasis on the management of solid waste and recyclables, trails, parks and recreation, storm water management, energy conservation, and other environmental issues. Joyce formed an environmental consulting firm in 2008 and has worked on many energy conservation, stormwater and environmental and solid waste/recycling projects in Pennsylvania. She has written numerous grants for local government as well as businesses and non profit organizations. Joyce is the former chair of the DEP Citizens Advisory Council and a member of the Abington Council of Governments (COG). In July 2012, she was appointed to the Lackawanna County Solid Waste Management Authority. Joyce served as Lackawanna County Recycling/Solid Waste Coordinator and as Director of the Environmental Institute at Lackawanna College, as well as a former president of the Professional Recyclers of PA (PROP). Joyce is a former vice president of the PA State Solid Waste Advisory Committee (SWAC) and the Recycling Fund Advisory Committee (RFAC) and a current committee member.

- **Joyce Hatala Associates (2008- present).** Emphasis on, recycling and solid waste consulting, stormwater management, energy conservation, grant / report writing on a variety of environmental and historical topics, project coordination and management, expertise in coordination of public meetings and roundtables, research and feasibility studies. Municipal Grants for recycling, energy, conservation, parks, trails, , stormwater management, police, fire and other topics. Administration of grants and projects management.
 - Research and writing of numerous energy grants for Federal Stimulus American Recovery and Reinvestment Act including grants for wind turbine and energy upgrades. Also provided research and wrote grants for energy conservation. Provided project administration for energy conservation measures and small wind turbine installations.
 - Preparation of solid waste bid specifications for four Lackawanna County Boroughs, Archbald, Blakely, Jessup and Clarks Summit as well as Mt. Pocono Borough in Monroe County.
 - Wrote numerous water quality and stormwater management grants for the Lackawanna River Corridor Association. Completed work with Lackawanna River Corridor Association and Scranton Sewer Authority on a community based social marketing plan to reduce stormwater events in the Lackawanna River watershed in Scranton City and Dunmore Borough through the installation of green infrastructure. Grant funded by the National Fish and Wildlife Foundation. Coordination with University of Maryland on project financing. Provided project education and outreach at a wide variety of locations.
 - Conducted public meetings and focus groups on a wide variety of topics.
 - Assisted with the preparation of the Lehigh County Solid Waste plan. Wrote and compiled surveys and minutes; assisted with public meetings; compiled and analyzed data on recycling and waste generation, population statistics, demographics and other data.
 - Completed work on a five county solid waste plan in Lycoming, Columbia, Montour, Snyder and Union Counties. Coordinated Recycling and Citizens stakeholder groups; wrote recycling portion of plan.
 - Completed work on the Monroe County (PA) Solid Waste Plan. Conduct public meetings with Solid waste Advisory Committee and wrote recycling/composting sections of plan.
- **Environmental Institute Director, Lackawanna College (2004-2008).** Responsible for the development of the Lackawanna College Environmental Institute at the Moffat Estate in Covington Township and at the College's 211 acre research site. Job duties include grant writing, program administration, lecturer on environmental topics, and meetings with municipal officials and community groups about environmental programs which the College offers. Oversee development of the Institute and staff. Some job highlights include:
 - Conduct extensive research, wrote grant for wind turbine awarded by PA Energy Harvest program to provide power to the Environmental Education Center for Lackawanna College. Wind turbine is now in operation.
 - Assist with feasibility studies / master site plans for Moffat Estate and Lacawac Sanctuary

- Environmental consulting on topics such as energy conservation, recycling, solid waste management, storm water management, sewer and water line installation, restoration of historic buildings, urban forestry, parks and recreation
- Grant writing for Lackawanna College Environmental Institute and for municipalities throughout NE PA, including grants for DEP Energy Harvest, Growing Greener, DEP Act 101 recycling, DCNR Community Conservation Partnership Program, Penn DOT Transportation Enhancements, Growing Greener, US EPA Brownfields, Chesapeake Bay Foundation, Urban and Community Forestry, as well as grants to various foundations such as Scranton Area Foundation, Moffat Trust, Lackawanna Heritage Valley Authority, along with various private donors and corporations.
- **Recycling / Solid Waste Coordinator, Lackawanna County (1989-2004).** Coordinated all programs for the Lackawanna County Recycling Center. Established recycling programs throughout the county's forty municipalities. Wrote recycling grants with awards in excess of \$15 million for Lackawanna County as well as numerous municipal grants. Educated residents, businesses, institutions about recycling, waste reduction, solid waste and composting. Served as representative of Lackawanna County on all solid waste / recycling / composting issues.
- **Coordinator, Lackawanna River Corridor Association.** Coordinated grants, research projects, surveys, fundraising projects.

Professional Affiliations

Commonwealth of Pennsylvania Citizens Advisory Council (CAC), former Committee Chair, former member.
 Commonwealth of Pennsylvania Solid Waste Advisory Committee (SWAC), current member
 Recycling Fund Advisory Committee (RFAC), current member
 Professional Recyclers of Pennsylvania (PROP) Former President

Community Service / Awards, Current and Past Affiliations

Current member, Abington Council of Governments, Benton Township Representative
 Lackawanna River Corridor Association Former Board Member, Vice-President
 Vice President Baylor's Lake Association, Fleetville
 Current Committee member – Abington Council of Governments (COG), Benton Township Rep.
 University of Notre Dame Alumni Association, former President of Scranton Club. Current Community Service Director and Board member
 Scranton Preparatory School Trustee (former trustee)
 Scranton Preparatory School Alumni Board of Governors (past board member)
 Current member, Gravity Slope Colliery Advisory Committee, Archbald, PA
 T. Donald Rinfret Outstanding Alumni Award, Scranton Preparatory School
 Northeast Woman, "Scranton Times"
 Outstanding Woman Leader of Northeastern PA
 Finalist, JC Penny Golden Rule Award
 Certificate of Recognition, Roseann Smith Alperin Award
 Woman of Distinction Award – Scranton / Pocono Girl Scout Council

Certification

Currently seeking WBE/DBE recertification for a woman - owned business under the Commonwealth's Unified Certification Program

Certified Recycling Professional, Pennsylvania State University
 Senior Certified Recycling Professional, Pennsylvania State University

Education

M.A. – University of Minnesota, Minneapolis, Minnesota - Anthropology, Ecology

B.A. – University of Notre Dame, South Bend, Indiana - Anthropology, History

High School – Scranton Preparatory School



DEPARTMENT OF LAW

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

March 1, 2017

RECEIVED
MAR - 2 2017

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 AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A RENEWAL OF THE CONTRACT WITH JOYCE HATALA ASSOCIATES TO ASSIST THE CITY OF SCRANTON WITH ITS RECYCLING PROGRAM FOR AN ADDITIONAL EIGHTEEN (18) MONTH PERIOD WITH THE OPTION OF AN EIGHTEEN (18) MONTH EXTENSION.

Respectfully,

Jessie L. Boyles, Esquire
City Solicitor

JLB/sl

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AUTHORIZING THE INSTALLATION OF TWO (2) "TWO HOUR PARKING ONLY" RESTRICTIONS MONDAY THROUGH FRIDAY ON THE 500 BLOCK OF CLAY AVENUE DIRECTLY IN FRONT OF THE BETH SHALOM CONGREGATION.

WHEREAS, Cpl. David Mitchell of the Scranton Police Department spoke with Rabbi Brotsky of the Shalom Congregation regarding his request for parking restrictions in the area around the Beth Shalom Congregation. After speaking with the Rabbi, Cpl. Mitchell recommended two (2) "two hour parking only" restrictions Monday through Friday be installed on the 500 block of Clay Avenue directly in front of the Beth Shalom Congregation.

WHEREAS, NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that two (2) "two hour parking only" restrictions Monday through Friday be installed on the 500 block of Clay Avenue directly in front of the Beth Shalom Congregation.

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 Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

Scranton Police Department

Highway Corporal David J. Mitchell

Patrol Division

Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8415
Fax: (570) 207-0417
Email: dmitchell@scrantonpa.gov



Be Part of The Solution

SCRANTON

Dec 16, 2016

Chief C. Graziano,

I spoke with Rabbi Brotsky of the Beth Shalom Congregation. He has asked for the placement of 2 hour parking Mon to Fri in front of their property on the 500 block of Clay Ave. I have conducted a site inspection and don't see any issues with this request.

Yours in Service,

Cpl D. Mitchell



DEPARTMENT OF LAW

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

February 17, 2017

RECEIVED

FEB 17 2017

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 AN ORDINANCE AUTHORIZING THE INSTALLATION OF TWO (2) "TWO HOUR PARKING ONLY" RESTRICTIONS MONDAY THROUGH FRIDAY ON THE 500 BLOCK OF CLAY AVENUE DIRECTLY IN FRONT OF THE BETH SHALOM CONGREGATION.

Respectfully,

Jessica L. Boyles (8)
Jessica L. Boyles, Esquire
City Solicitor

JLB/sl