

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**April 6, 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 AGENDA FOR THE BOARD OF ZONING APPEALS MEETING TO BE HELD APRIL 12, 2017.  
  
[Zoning Board Meeting 4-12-17.pdf](#)
  - 3.B TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD MARCH 29, 2017.  
  
[Tax Assessor's Results Report for 3-29-17.pdf](#)
4. CITIZENS PARTICIPATION
5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:
  - 5.A A.  
MOTIONS

- 5.B FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 81, 2017, AN ORDINANCE ENTITLED "APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT, MOOSIC BOROUGH, LICENSE NO. R-10827 TO ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT FOR USE AT 320 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD" BY CORRECTING THE ADDRESS 320 PENN AVENUE TO READ 320-322 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA.

[Ordinance-2017 Correct Address for AV Restaurant.pdf](#)

- 5.C FOR INTRODUCTION - A RESOLUTION - ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR A+ SIGNS, 112 HARPER STREET, DUNMORE, PA, FOR INSTALLATION OF A RADIUS MARQUEE STYLE AWNING MEASURING 48" HIGH BY 36" PROJECTION AND 212" WIDE, PURPLE IN COLOR WITH GOLD LETTERING, READING "OPULENCE, GIVING MODERN LIFE TO CLASSIC STYLE", AT 320 SPRUCE STREET, SCRANTON, PA.

[Resolution-2017 HARB Sign at 320 Spruce Street.pdf](#)

- 5.D FOR INTRODUCTION - A RESOLUTION - ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR POCONO SIGN COMPANY, 1979 SCRANTON CARBONDALE HIGHWAY, BLAKELY, PA, FOR INSTALLATION OF AN AWNING PANEL MEASURING 10" HIGH BY 84" WIDE AND A BOARD SIGN MEASURING 36" HIGH BY 120" WIDE, WHITE IN COLOR WITH AN ORANGE BORDER AND ORANGE AND BLACK LETTERING, READING "TEQUILA MODERN MEXICAN CUISINE" ON BOTH AWNING PANEL AND SIGN BOARD WITH THE ADDITION OF "414 SPRUCE STREET, SCRANTON, PA, 18503, 570-341-0205, TEQUILAGRILLPA.COM" ON THE BOARD SIGN.

[Resolution-2017 HARB sign at 414 Spruce Street.pdf](#)

## 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A A.  
NO BUSINESS AT THIS TIME.

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT – FOR ADOPTION – RESOLUTION NO. 134, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FROM THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA’S OFFICE OF THE BUDGET IN THE AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT IF THE APPLICATION IS SUCCESSFUL; AND COORDINATING THE USE OF THE GRANT FUNDS WITH MAIN SWETLAND, LLC AND SOUTHSIDE XPRESS MARTS, INC. FOR THE PROJECT TO BE NAMED THE “WEST SCRANTON REVITALIZATION PROJECT.”

[Resolution-2017 RACP Grant for West Scranton Revitalization Project.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 135, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH THOMAS J. MCLANE AND ASSOCIATES, INC. FOR THE PROFESSIONAL DESIGN AND ENGINEERING SERVICES TO PREPARE DOCUMENTS FOR CONSTRUCTION OF A WATER SPRAY PARK AND RELATED RECREATION SITE IMPROVEMENTS AT NOVEMBRINO PARK.

[Resolution-2017 Contract with Thomas J. McLane for Design & Engineering Water Spray Park at Novembrino.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 136, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE THE DISCHARGE AND RELEASE OF THE 2004 PURCHASE AGREEMENT AND 2004 LEASE AGREEMENT DISCHARGING THE SALE LEASE BACK BETWEEN THE SCRANTON SEWER AUTHORITY AND THE CITY OF SCRANTON.

[Resolution-2017 Discharge & Release of 2004 Purchase and Lease Agreement with SSA.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 137, 2017 – APPOINTMENT OF JENNIFER DAVIS, 801 NORTH IRVING AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER

OF THE HISTORICAL ARCHITECTURE REVIEW BOARD EFFECTIVE FEBRUARY 9, 2017. MS. DAVIS WILL BE REPLACING RALPH A. SCARTELLI WHOSE TERM EXPIRED OCTOBER 11, 2014. MS. DAVIS' TERM WILL EXPIRE FEBRUARY 9, 2022.

[Resolution-2017 Appt Jennifer Davis HARB.pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 138, 2017 – APPOINTMENT OF KATHERINE M. KEARNEY, 828 SOUTH IRVING AVENUE, SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE HISTORICAL ARCHITECTURE REVIEW BOARD EFFECTIVE FEBRUARY 9, 2017. MS. KEARNEY WILL BE REPLACING ELLA RAYBURN WHOSE TERM EXPIRED OCTOBER 11, 2016. MS. KEARNEY'S TERM WILL EXPIRE FEBRUARY 9, 2022.

[Resolution-2017 Appt Katherine Kearney HARB.pdf](#)

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 139, 2017 – APPOINTMENT OF PAUL MARCKS, 724 GIBBONS STREET, SCRANTON, PENNSYLVANIA, 18505 AS THE ALTERNATE NO.1 MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. MARCKS WILL FILL THE ALTERNATE NO.1 POSITION THAT WAS VACATED BY ROBERT PALMITESSA WHEN HE BECAME A REGULAR MEMBER OF THE BOARD UPON THE RESIGNATION OF STEVEN KOCHIS. MR. MARCKS WILL FILL THE UNEXPIRED TERM OF MR. PALMITESSA WHICH EXPIRES ON JULY 1, 2020.

[Resolution-2017 Appt. Paul Marcks Alternate No. 1 Zoning Board.pdf](#)

## 8. ADJOURNMENT



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4193 • FAX: 570-348-4171

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MAR 27 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

**THE BOARD OF ZONING APPEALS OF THE CITY OF SCRANTON  
HEREBY GIVES NOTICE THAT IT WILL HOLD A MEETING AT CITY  
HALL, IN COUNCIL CHAMBERS, ON WEDNESDAY, **APRIL 12,**  
**2017 @ 6pm.****

- 1) Yousef Khalil, 615 Birch St. Applicant seeks a variance to restore the above address to a four (4) unit property. R1-A Zone.
- 2) .Teresa Ludlow, 1601-1603 Washburn St. Applicant seeks a variance to re-store the four (4) units at this address. R-2 Zone.
- 3) David and Kelly Trapper, 105 Mary Lane. Applicant seeks a variance to allow a kitchen expansion that will require front set-back relief of 6 ft. R-1 Zone.
- 4) Thomas & Beth Jenkins, 916 Prospect Ave. Applicant seeks a variance to restore the above address to a two (2) unit property. R1-A Zone.
- 5) Steven & Jon Ubaldini d/b/a SJU Holdings LLC:815 N. Webster Ave. Applicant seeks a variance to restore the above address back to a three (3) unit property. R1-A Zone.

- 6) Adam Guiffrida d/b/a East Scranton Prop. LLC.  
Applicant seeks a Special Exception in order to construct a parking lot located at 612 Moosic St. R1-A Zone.
- 7) Gregory Grove d/b/a Linwood Nursing & Rehabilitation Center, 100 Florida Ave. Applicant seeks a variance and or a Special Exception in order to expand the facility (29.25%). Also, seeking relief to install a wall mounted sign ( approx.. 80 sq ft with 16" letters). R-1 Zone.
- 8) Mobilitie, LLC, 3475 Piedmont RD, Suite 1000, Atlanta, GA. Applicant seeks variances for the installation of Omni-directional antennas & related equipment on the top of the following utility/lite pole locations. C-D Zone.
- a) Spruce St.& Dix Ct.
  - b) Spruce St. & Jefferson Ave.
  - c) Wyoming Ave. & Vine St.
  - d) Madison Ave. & Jefferson Ave.
  - e) Mulberry St. & Penn Ave.
- 9) Abbas Mohammazad, 1842-1844 N. Main Ave.  
Applicant seeks a variance to re-store the above address for commercial use ( 1<sup>st</sup> flr ) & residential use ( 2<sup>nd</sup> & 3<sup>rd</sup> flr). C-N Zone.
- 10) P3 COS-1, LLC, PO Box 93, Red Hill, PA, 18076.  
Applicant seeks a Special Exception to construct a 115 ft. wireless communication tower located at 1 Pine Brook Place. (replacing temporary tower). I-L Zone.

ANYONE INTERESTED IN BECOMING A PARTY TO THE  
ABOVE LISTED CASES ARE DIRECTED TO CONTACT  
THE CITY ZONING OFFICER @ 570- 348-4193, EXT 4512.  
ALAN O' NEIL, CHAIRMAN, SCRANTON ZHB.

PUBLIC PARTICIPATION IS WELCOME.

# TAX ASSESSOR'S REPORT

Hearing Date: 03/29/17

3B

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:00 PM	CUCURA JOSEPH K	CARBONDALE TWP	06504030031		2651	
12:00 PM	CUCURA JOSEPH K	CARBONDALE TWP	06504030030		2900	
12:00 PM	CUCURA JOSEPH K	CARBONDALE TWP	07502010016		2500	
12:00 PM	CUCURA JOSEPH K	CARBONDALE TWP	07502010015		1500	
12:00 PM	CUCURA JOSEPH K	CARBONDALE TWP	06504030032		2650	
12:05 PM	FAIRWAY CONSUMER DISCOUNT C	SCRANTON	1241302000903		3800	
12:05 PM	FAIRWAY CONSUMER DISCOUNT C	SCRANTON	1241302000902		2600	
12:05 PM	FAIRWAY CONSUMER DISCOUNT C	SCRANTON	12413020009		10000	
12:05 PM	FAIRWAY CONSUMER DISCOUNT C	SCRANTON	1241302000901		2250	
12:05 PM	FAIRWAY CONSUMER DISCOUNT C	SCRANTON	12413020050		2000	
12:10 PM	ECKEL KEITH W	NEWTON	10903020005	PATRICK LAVELLE	19800	
12:20 PM	MALLIS THOMAS J	MOOSIC	19302010057		48000	38000
12:50 PM	FELDRA RICHARD	BLAKELY	10313010003		11600	9800
1:00 PM	RITTER ERIC S & LESLIE M	JEFFERSON TWP	1500201002701		62000	31000
1:10 PM	BROWN MATTHEW	MADISON TWP	1820301001301		38800	23800
1:15 PM	BASALYGA DANIEL III & JENNIFER	ARCHBOLD	0940403000129		26000	25250
1:25 PM	REGAL FRANK & MELISSA	CARBONDALE CITY	0451103000101		37000	37000
1:30 PM	TAYOUN KELLEY	OLD FORGE	1760505002502		43000	25000
1:40 PM	ST MICHAELS ON THE HILL ASSOC	JESSUP	11506050008	A JAMES HAILSTONE	136000	DEFERRED
2:00 PM	DEFELICE ANNA	CLIFTON TWP	24202010031		1000	1000
2:05 PM	COSTANZO LOUIS & DIANE	SOUTH ABINGTON TWP	0990202000241		42300	40000
2:20 PM	JOHNSON MARK LEWIS	SOUTH ABINGTON TWP	0990202000236		40000	40000
2:30 PM	MARUSHOCK EDWARD JR	THROOP	12513010032		25000	15400
2:35 PM	STOCOSKI MICHAEL R & WILLIAM	CLIFTON TWP	23802010009	JANE CARLONAS	35000	25000
2:45 PM	DEGILIO HOWARD K	RANSOM TWP	1520301000203		38500	26750
2:50 PM	REYNOLDS BROOKE E	ROARING BROOK TWP	1700101001150	JAMES TRESSLER	10000	10000
2:50 PM	REYNOLDS BROOKE E	ROARING BROOK TWP	1700101001151	JAMES TRESSLER	10000	10000
3:00 PM	DENAPLES DOMINICK	DUNMORE	1580301001104	PATRICK LAVELLE	15500	15500
3:05 PM	CUCURA PATRICK MARTIN	ROARING BROOK TWP	1700101001126		51750	33000
3:15 PM	STEFANSKI D & TANFIELD R J IV	CLIFTON TWP	23801010012		18000	8000
3:20 PM	CARITO ALESSANDRA	GREENFIELD TWP	0330101000601		67000	35000
3:25 PM	PELLIGRINO GERRY & MELISSA AN	JEFFERSON TWP	1510101001031		73400	37400

TOTAL RECORDS 32

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APR 04 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK



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

2017

**AN ORDINANCE**

**AMENDING FILE OF THE COUNCIL NO. 81, 2017, AN ORDINANCE ENTITLED "APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT, MOOSIC BOROUGH, LICENSE NO. R-10827 TO ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT FOR USE AT 320 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD" BY CORRECTING THE ADDRESS 320 PENN AVENUE TO READ 320-322 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA.**

WHEREAS, the Pennsylvania Liquor Control Board ("PLCB") notified Attorney Conway that address in File of the Council No. 81, 2017 passed on January 26, 2017 is incorrect. They have issued a liquor license, however they will not issue a final liquor license for Another Time Restaurant, LLC t/a AV Restaurant until the address correction from 320 Penn Avenue to 320-322 Penn Avenue has been made.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 81, 2017 be amended by correcting the address of Another Time Restaurant, LLC t/a AV Restaurant from 320 Penn Avenue to read "320-322 Penn Avenue" as requested by the Pennsylvania Liquor Control Board.

**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.

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**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.



March 17, 2017

ANOTHER TIME RESTAURANT LLC  
320-322 PENN AVE  
SCRANTON PA 18503-1931

Refer To: LID 71741  
License No. R10827  
File/Job No. 140167

Dear Licensee:

The license application for transfer from 4134 Birney Ave Moosic Pa 18507 has been approved.

Pending issuance of the license, this letter authorizes your operation of the licensed premises until and including September 30, 2017. This authority includes *ONLY* items checked:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Sell liquor & malt or brewed beverages                     | <input checked="" type="checkbox"/> Amusement Permit |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Sunday sales                |
| <input checked="" type="checkbox"/> Purchase at a discount at a Fine Wine & Good Spirits Store | <input type="checkbox"/> Extended Hours Food Permit  |

The following items *MUST BE SUBMITTED TO THE BOARD IMMEDIATELY*:

- ☒ Certification of Completion.
- ☐ Amusement permit and/or Sunday sales permit and/or extended hours food license/permit authority letter.
- ☒ An affidavit of all wine and liquor being sold to you in connection with the transfer. Include the size and number of full containers and the brand names. If no wine or liquor is transferred, a statement to that effect is required.
- ☒ Other: amended municipal resolution listing correct address

Sincerely,

A handwritten signature in black ink that reads 'Tisha Albert'.

Tisha Albert, Director  
Office of Regulatory Affairs

TA:das  
cc State Store  
cc PSP# 2  
cc PSP, BLCE, Report Examining  
cc Former Licensee  
cc Atty. Conway

Refer to: Licensing Information Center  
717.783.8250

Lackawanna County Assessor's Office Property Details

PIN Number: 14583020005

Property Information

Address: 320 322 PENN AVE L10 11

Municipality: SCRANTON

Owner Information

Name: FOUR HUNDRED TWO N WASHINGTON

Address: 124 N MAIN AVE  
SCRANTON, PA 18504

Dwelling Type: OTHER COMMERCIAL

Dimensions: 48X110

Subdivision: JOHN HANDLEY

Book Page/Ref No.: 2013-05453

Date Acquired (mm/dd/yy): 03/15/13

Assessment

Land Value: \$21850

Improvement Value: \$16692

Total Value: \$38542

Purchase Price: \$375000

Printed: Tuesday, Mar 21 2017 - 02:43:20 pm



DEPARTMENT OF LAW

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

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MAR 30 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

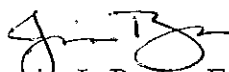
March 30, 2017

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 81, 2017, AN ORDINANCE ENTITLED "APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT, MOOSIC BOROUGH, LICENSE NO. R-10827 TO ANOTHER TIME RESTAURANT, LLC T/A AV RESTAURANT FOR USE AT 320 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD" BY CORRECTING THE ADDRESS 320 PENN AVENUE TO READ 320-322 PENN AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

5C

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

2017

**ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR A+ SIGNS, 112 HARPER STREET, DUNMORE, PA, FOR INSTALLATION OF A RADIUS MARQUEE STYLE AWNING MEASURING 48" HIGH BY 36" PROJECTION AND 212" WIDE, PURPLE IN COLOR WITH GOLD LETTERING, READING "OPULENCE, GIVING MODERN LIFE TO CLASSIC STYLE," AT 320 SPRUCE STREET, SCRANTON, PA.**

WHEREAS, the Historical Architecture Review Board ("HARB") has convened and reviewed the submission of A+ Signs, 112 Harper Street, Dunmore, PA, for installation of a radius marquee style awning measuring 48" high by 36" projection by 212" wide, purple in color with gold lettering, reading "Opulence, Giving Modern Life to Classic Style," at 320 Spruce Street, Scranton, PA; and

WHEREAS, the HARB has determined that the Improvement meets with the guidelines of the HAR B and has been recommended for approval by the Governing Body of the City of Scranton; and

WHEREAS, the HARB specifically recommends that a Certificate of Appropriateness be issued for the Improvement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that City Council hereby accepts the recommendation of the HARB concerning the Improvement, above defined, and approves the issuance of a Certificate of Appropriateness as defined by law and City ordinance.

**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.



**HISTORICAL ARCHITECTURE REVIEW BOARD**

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

TO: Jessica Boyles  
City Solicitor  
Law Department

CC: Tim Corbett  
HARB Solicitor

FROM: Mary-Pat DeFlice  
Confidential Secretary, HARB Coordinator

DATE: March 30, 2017

RE: HARB Recommendation

Enclosed please find the following recommendation from the Historical Architecture Review Board (HARB) regarding the following project:

- ATTACHED IS A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR A+ SIGNS, 112 HARPER STREET, DUNMORE, PA, FOR INSTALLATION OF A RADIUS MARQUEE STYLE AWNING MEASURING 48" HIGH BY 36" PROJECTION AND 212" WIDE, PURPLE IN COLOR WITH GOLD LETTERING, READING "OPULENCE, GIVING MODERN LIFE TO CLASSIC STYLE," AT 320 SPRUCE STREET, SCRANTON, PA.

A Certificate of Appropriateness was issued for the project listed and has received approval from the HARB following a presentation at their meeting on March 13, 2017. Please prepare the necessary submission to City Council for review and passage. Thank you in advance for your attention regarding this matter.

/mpd  
encl.

# Historical Architecture Review Board

City Hall . 340 North Washington Avenue . Scranton, PA 18503

## APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Building address: 320 SPRUCE ST SCRANTON PA 18503  
Street and number City State Zip

Owner of building: SUNITA ADDEA

Owner's address: 320 SPRUCE ST SCRANTON PA 18503  
Street and number City State Zip

Applicant: BARTHELEME SIGNS

Applicant's address: 302 NWASHINGTON ST SCRANTON PA 18501  
Street and number City State Zip

Applicant's Phone Number: 570-360-2311 -ERICA

Tax Identification #: 23-1988903

*Note: Application form, photographs and required drawings and application fee are to be submitted to the City of Scranton's Department of Licensing, Inspections and Permits (340 N Washington Ave, City Hall 4<sup>th</sup> floor, Scranton, PA 18503) no later than 12:00 noon on the first Monday of the month in order to be placed on the agenda for that month's meeting. All information must be completed in full or it will be not be placed on the agenda or considered for approval, this application will be labeled invalid and will need to be refilled.*

*A BOND MAY BE REQUESTED AT THE RECOMMENDATION OF THE HARB FOR DEMOLITION APPLICATIONS. In the event of default of the approved Certificate of Appropriateness, the bond will be used for demolition completion, historical preservation, historical education, mitigation, construction, or otherwise deemed appropriate by the HARB.*

1. PHOTOGRAPHS - Photographs of your building and neighboring buildings must accompany your application.

2. TYPE OF WORK PROPOSED - Check all that apply.

- |  |   |
|--|---|
| <input type="checkbox"/> Trim and decorative woodwork            | <input type="checkbox"/> Skylights        |
| <input type="checkbox"/> Siding and Masonry                      | <input type="checkbox"/> Metal work       |
| <input type="checkbox"/> Roofing, gutter and downspout           | <input type="checkbox"/> Light fixtures   |
| <input type="checkbox"/> Windows, doors, and associated hardware | <input checked="" type="checkbox"/> Signs |
| <input type="checkbox"/> Storm windows and storm doors           | <input type="checkbox"/> Demolition       |
| <input type="checkbox"/> Shutters and associated hardware        | <input type="checkbox"/> Other _____      |

3. DRAWINGS OF PROPOSED WORK - Required drawings must accompany your application. Please submit ten (10) copies of 8-1/2"x 11" or 11" x 17" drawings.

- ☒ **Alteration, Restoration, Renovation:** Provide photos of the existing conditions and images along with scaled drawings to fully communicate the proposed changes. Include manufacturer's information on new products to be installed (awnings, siding, trim, roofing, signage, windows, doors, hardware, etc.) Provide dimensions to communicate scale. Drawing should indicate which materials will be used and where they will be used. Provide material or color samples and photographs/drawings to communicate intended color-use.

- \_\_\_\_ New Addition: Provide photos of the existing conditions and images along with scaled drawings (elevations, floor plans, and sections) to fully communicate the proposed scope of work. Include manufacturer's information on new products to be installed (awnings, siding, trim, roofing, signage, windows, doors, hardware, etc.). Provide dimensions to communicate scale. Drawing should indicate which materials will be used and where they will be used. Provide material or color samples and photographs/drawings to communicate intended color-use.
- \_\_\_\_ New Building or Structure: Provide photos of the existing conditions and images along with scaled drawings (elevations, floor plans, and sections) to fully communicate the proposed scope of work. Include manufacturer's information on new products to be installed (awnings, siding, trim, roofing, signage, windows, doors, hardware, etc.). Provide dimensions to communicate scale. Drawing should indicate which materials will be used and where they will be used. Provide material or color samples and photographs/drawings to communicate intended color-use.
- \_\_\_\_ Demolition: Provide existing photos and images (if available) of the existing conditions. Provide drawings to fully communicate proposed use after demolition. Provide structural, zoning or other information that justify demolition.
- \_\_\_\_ Windows and Doors: Provide manufacturer's information on new doors and windows to communicate the dimensions, materials, colors, profile, hardware and operability.
- ☒ Signage – Provide the following:
- Photographs or elevation drawings showing existing conditions and proposed signage to depict approximate scale, materials, colors, and lettering.
  - Material specifications and/or material samples.
  - Information pertaining to the attachment method (diagrams, drawings, photos, details, samples, etc.)
- \_\_\_\_ Lighting – Provide lighting manufacturer specifications which indicate dimensions, materials, colors, lamping, and photometric information (if available)

4. DESCRIBE PROJECT – Describe any work checked in #2 and #3 above. Attach additional sheets as needed.

Changing the awning material to purple material.  
EXISTING FRAME & MOUNTING to be utilized

5. BUILDING USE – Describe the current use and the proposed use of this property. Attach additional sheets as needed.

Retail space - no change in use.

ITEMS 6-11 ONLY NEED TO BE COMPLETED FOR DEMOLITION APPLICATIONS. MARK N/A IF THIS IS NOT APPLICABLE TO YOUR PROJECT. PROCEED TO SECTION 12.

Demolition applications may attach additional sheets as necessary.

6. PROVIDE PROJECT SCHEDULE

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7. PROVIDE HISTORICAL BACKGROUND – Year built, previous owners, use & occupants, Architect of Record, previous renovations. Etc.

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8. ANTICIPATED IMPACTS TO THE SURROUNDING AREA – Historical, Architectural, lines of site, viewshed, financial, social

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9. JUSTIFICATION FOR DEMOLITION

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10. ALTERNATIVES ANALYSIS –  
Alternative Locations

Alternative-Use, Alterations, Renovation Analysis

No Action Analysis

11. PROPOSED MITIGATION OF HISTORICAL AND ARCHITECTURAL LOSS

12. APPLICANT'S SIGNATURE:

*[Handwritten Signature]*

Date:

03/06/2017

**DO NOT WRITE BELOW THIS LINE: FOR COMMISSION USE ONLY**

Presented at Commission Meeting on: 3/13/17

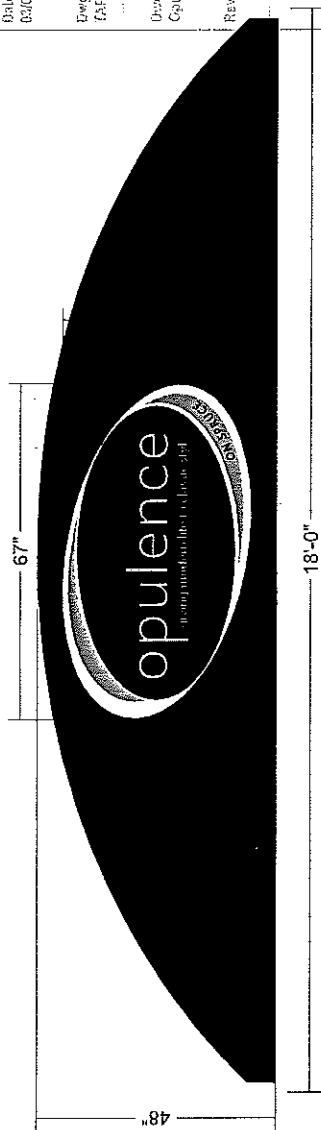
Reviewed by: HARB Date: 3/13/17

Zoning Approval: ☒ YES ☐ NO

Commission Recommendations:

Approved.

Additional Comments:



Client:  
Opulence  
Tony Gaviglio

Location:  
320 Spruce Street  
Scranton PA 18550

Date:  
03/01/2017

Drawn By:  
TAP

Drawn By:  
Opulence Awning

Revised:

1 1

The design and engineering  
information shown on this drawing  
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**A+ SIGNS**

112 Haper Street  
Dunmore, PA 18512  
570.341.7883  
fax: 570.652.4531  
www.aplusigns.com

On site recover of one radius marquee style awning.  
Existing all aluminum mig welded staple frame system.  
Material to be purple with matching trim cap.  
Eradicated white graphics with translucent vinyl overlay.  
No lighting work quoted.  
New egg crate soffit cut to fit.

48" high  
36" projection  
212" width

Scope of work: remove awning, remove fabric, prep frame, staple on new fabric,  
apply new trim, reinstall awning and insert new egg crate.



DEPARTMENT OF LAW

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

RECEIVED

MAR 30 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

March 30, 2017

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR A+ SIGNS, 112 HARPER STREET, DUNMORE, PA, FOR INSTALLATION OF A RADIUS MARQUEE STYLE AWNING MEASURING 48" HIGH BY 36" PROJECTION AND 212" WIDE, PURPLE IN COLOR WITH GOLD LETTERING, READING "OPULENCE, GIVING MODERN LIFE TO CLASSIC STYLE", AT 320 SPRUCE STREET, SCRANTON, PA.

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/mpd

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

2017

**ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR POCONO SIGN COMPANY, 1979 SCRANTON CARBONDALE HIGHWAY, BLAKELY, PA, FOR INSTALLATION OF AN AWNING PANEL MEASURING 10" HIGH BY 84" WIDE AND A BOARD SIGN MEASURING 36" HIGH BY 120" WIDE, WHITE IN COLOR WITH AN ORANGE BORDER AND ORANGE AND BLACK LETTERING, READING "TEQUILA MODERN MEXICAN CUISINE" ON BOTH AWNING PANEL AND SIGN BOARD WITH THE ADDITION OF "414 SPRUCE STREET, SCRANTON, PA, 18503, 570 341-0205, TEQUILAGRILLPA.COM" ON THE BOARD SIGN.**

WHEREAS, the Historical Architecture Review Board ("HARB") has convened and reviewed the submission of Pocono Sign Company, 1979 Scranton Carbondale Highway, Blakely, PA, for installation of an awning panel measuring 10" high by 84" wide and a board sign measuring 36" high by 120" wide, white in color with an orange border and orange and black lettering, reading "Tequila Modern Mexican Cuisine" on both awning panel and sign board with the addition of "414 Spruce Street, Scranton, PA 18503, 570 341-0205, TEQUILAGRILLPA.COM," on the board sign. Further recommendations include a softer white color (vanilla/cream) and a darker orange, if possible.

WHEREAS, the HARB has determined that the Improvement meets with the guidelines of the HAR B and has been recommended for approval by the Governing Body of the City of Scranton; and

WHEREAS, the HARB specifically recommends that a Certificate of Appropriateness be issued for the Improvement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that City Council hereby accepts the recommendation of the HARB concerning the Improvement, above defined, and approves the issuance of a Certificate of Appropriateness as defined by law and City ordinance.

**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.



**HISTORICAL ARCHITECTURE REVIEW BOARD**

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

TO: Jessica Boyles  
City Solicitor  
Law Department

CC: Tim Corbett  
HARB Solicitor

FROM: Mary-Pat DeFlice  
Confidential Secretary, HARB Coordinator

DATE: March 30, 2017

RE: HARB Recommendation

Enclosed please find the following recommendation from the Historical Architecture Review Board (HARB) regarding the following project:

- ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR POCONO SIGN COMPANY, 1979 SCRANTON CARBONDALE HIGHWAY, BLAKELY, PA, FOR INSTALLATION OF AN AWNING PANEL MEASURING 10" HIGH BY 84" WIDE AND A BOARD SIGN MEASURING 36" HIGH BY 120" WIDE, WHITE IN COLOR WITH AN ORANGE BORDER AND ORANGE AND BLACK LETTERING, READING "TEQUILA MODERN MEXICAN CUISINE" ON BOTH AWNING PANEL AND SIGN BOARD WITH THE ADDITION OF "414 SPRUCE STREET, SCRANTON, PA, 18503, 570 341-0205, TEQUILAGRILLPA.COM" ON THE BOARD SIGN.

A Certificate of Appropriateness was issued for the project listed and has received approval from the HARB following a presentation at their meeting on March 13, 2017. Please prepare the necessary submission to City Council for review and passage.

Thank you in advance for your attention regarding this matter.

/mpd  
encl.

# Historical Architecture Review Board

City Hall . 340 North Washington Avenue . Scranton, PA 18503

## APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Building address: 414 Spruce St. Scranton PA  
Owner of building: Benny D Zurdic  
Owner's address: 414 Spruce St. Scranton PA  
Applicant: Becond Sign Company  
Applicant's address: 1979 Scranton Carbondale Hwy. Blakely PA 18447  
Street and number City State Zip  
Tax Identification #: 15627020009

Note: Application form, photographs and required drawings are to be submitted to the City of Scranton's Department of Licensing, Inspections and Permits (340 N Washington Ave, City Hall 4th floor, Scranton, PA 18503) no later than 12:00 noon on the first Monday of the month in order to be placed on the agenda for that month's meeting. All information must be completed in full or it will be not be placed on the agenda or considered for approval, this application will be labeled invalid and will need to be refilled.

1. PHOTOGRAPHS - Photographs of your building and neighboring buildings **must accompany** your application.

2. TYPE OF WORK PROPOSED - Check all that apply. Please bring any samples or manufactures specifications for products you will use in this project.

- |  |   |
|--|---|
| <input type="checkbox"/> Trim and decorative woodwork            | <input type="checkbox"/> Skylights        |
| <input type="checkbox"/> Siding and Masonry                      | <input type="checkbox"/> Metal work       |
| <input type="checkbox"/> Roofing, gutter and downspout           | <input type="checkbox"/> Light fixtures   |
| <input type="checkbox"/> Windows, doors, and associated hardware | <input checked="" type="checkbox"/> Signs |
| <input type="checkbox"/> Storm windows and storm doors           | <input type="checkbox"/> Demolition       |
| <input type="checkbox"/> Shutters and associated hardware        | <input type="checkbox"/> Other _____      |

3. DRAWINGS OF PROPOSED WORK - Required drawings must accompany your application. Please submit ten (10) copies of 8-1/2"x 11" or 11" x 17" drawings.

- ☒ Alteration, renovation, restoration (1/4 or 1/8"=1'0" scale drawings required if walls or openings altered.)  
☐ New addition (1/4" or 1/8"=1'0" scale drawings: elevations, floor plans, site plan)  
☐ New building or structure (1/4" or 1/8"=1'0" scale drawings: elevations, floor plans, site plan)  
☐ Demolition, removal of building features or building (1/4" or 1/8"=1'0" scale drawings: elevation of remaining site and site plan)

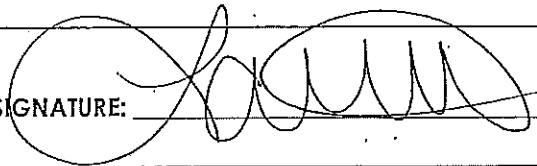
4. DESCRIBE PROJECT - Describe any work checked in #2 and #3 above. Attach additional sheets as needed.

1 Board Sign measuring 120" x 36"  
1 Awning Panel measuring 84" x 10"

5. BUILDING USE - Describe the current use and the proposed use of this property. Attach additional sheets as needed.

Restaurant

6. APPLICANT'S SIGNATURE:



Date:

2/27/17

**DO NOT WRITE BELOW THIS LINE: FOR COMMISSION USE ONLY**

Presented at Commission Meeting on: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Commission Recommendations:

Approved with recommendation of using a softer white (vanilla/cream) and darker orange if possible.

Additional Comments:

Commission Members:

John Moore / Chairman

Lee Borthwick, PE; Dr. Peter Cupple; Wayne Evans; Richard Leonori, AIA; William Lesniak; Michael Muller; Ella Rayburn; Ralph Scartelli

ALLOWABLE SQ. FT.	na	TOTAL SQ. FT. 35.83 Sq/ Ft	JOB: Tequila Mex.	SIGN SPECIFICATIONS
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Awning Panel

84"

120"

**TEQUILA**

MODERN MEXICAN CUISINE

Board Sign

36"

**TEQUILA**

MODERN  
MEXICAN  
CUISINE

414 SPRUCE ST  
SCRANTON, PA 18503

570 341-0205

TEQUILAGRILLPA.COM

<b>POCONO SIGN COMPANY</b> SALES REP: JDT DESIGNER: LAT	LANDLORD APPROVAL _____	CLIENT APPROVAL _____	JOB NO: DRAWINGS:	PAGE:	START DATE: LAST REVISION: 2-14-17

LOCATION:	414 Spruce St. Scranton, PA
POCONO SIGN COMPANY 1979 SCRANTON GRABINY BLVD. PA 18447 570-333-3339 POCOSIGNCOMPANY@GMAIL.COM	

ALLOWABLE SQ. FT.	na	CURRENT SQ. FT. 35.83 Sq/ Ft	Tequila Mex.	EXISTING SIGNAGE
-------------------	----	------------------------------	--------------	------------------

<div>EXISTING SIGNAGE</div>		<div>POCONO SIGN COMPANY</div>	
<div>SALES REP JDT</div> <div>DESIGNER LAT</div>		<div>CLIENT APPROVAL</div> <div>LANDLORD APPROVAL</div>	
<div>JOB NO:</div> <div>DRAWINGS:</div> <div>PAGE:</div>		<div>START DATE:</div> <div>LAST REVISION:</div>	
<div>LOCATION:</div> <div>414 Spruce St.</div> <div>Scranton, PA</div>		<div>POCONO SIGN COMPANY</div> <div>1979 SCRANTON CIRC/RM</div> <div>BRIDGE PL 1847</div> <div>570-963-3789</div> <div>POCONOSIGNCOMPANY@GMAIL.COM</div>	

EXISTING SIGNAGE			
<div>SIGN TYPE:</div> <div><input type="checkbox"/> Box sign</div> <div><input type="checkbox"/> Channel Letters</div> <div><input checked="" type="checkbox"/> Other</div>	<div>EXISTING SIGN DIMENSIONS:</div> <div>H <u>120"</u> W <u>36"</u></div> <div>EXISTING WALL DIMENSIONS:</div> <div>H <u>NA</u> W <u>NA</u></div>	<div>ILLUMINATION:</div> <div><input checked="" type="checkbox"/> NONE</div> <div><input type="checkbox"/> LED</div> <div><input type="checkbox"/> NEON</div> <div><input type="checkbox"/> FLUORESCENT</div>	<div>FACE COLOR:</div> <div><input type="checkbox"/> WHITE</div> <div><input type="checkbox"/> DAY/NIGHT</div> <div><input checked="" type="checkbox"/> OTHER</div>
		<div>SIGN CONDITION:</div> <div><input type="checkbox"/> GOOD</div> <div><input type="checkbox"/> FAIR</div> <div><input checked="" type="checkbox"/> POOR</div>	



DEPARTMENT OF LAW

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

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MAR 30 2017

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COUNCIL/CITY CLERK

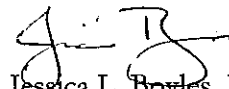
March 30, 2017

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR POCONO SIGN COMPANY, 1979 SCRANTON CARBONDALE HIGHWAY, BLAKELY, PA, FOR INSTALLATION OF AN AWNING PANEL MEASURING 10" HIGH BY 84" WIDE AND A BOARD SIGN MEASURING 36" HIGH BY 120" WIDE, WHITE IN COLOR WITH AN ORANGE BORDER AND ORANGE AND BLACK LETTERING, READING "TEQUILA MODERN MEXICAN CUISINE" ON BOTH AWNING PANEL AND SIGN BOARD WITH THE ADDITION OF "414 SPRUCE STREET, SCRANTON, PA, 18503, 570 341-0205, TEQUILAGRILLPA.COM" ON THE BOARD SIGN.

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 FROM THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT IF THE APPLICATION IS SUCCESSFUL; AND COORDINATING THE USE OF THE GRANT FUNDS WITH MAIN SWETLAND LLC AND SOUTHSIDE XPRESS MARTS, INC. FOR THE PROJECT TO BE NAMED THE "WEST SCRANTON REVITALIZATION PROJECT".**

WHEREAS, a blighting influence exists due to the deteriorating condition of the 1100 and 1200 blocks of South Main Avenue, Scranton, Pennsylvania, and

WHEREAS, Main Swetland LLC and Southside Xpress Marts, Inc. have developed a plan for the elimination of blight in this section of West Scranton and the project shall be known as the "West Scranton Revitalization Project" (the Project"); and

WHEREAS, the City of Scranton, in coordination with Main Swetland LLC, 170 S. Highland Drive, Pittston, Pennsylvania 18640 and Southside Xpress Marts, Inc., or their designees, is desirous of obtaining funds from the Commonwealth of Pennsylvania's Office of the Budget, Redevelopment Assistance Capital Program (RACP) in the amount of \$2,500,000.00 for prevention and elimination of blight in this area; and

WHEREAS, Main Swetland LLC proposes to design and construct a new two-story 16,000 square foot building and make other improvements on the westerly side of the 1100 block of South Main Avenue in Scranton, Lackawanna County, Pennsylvania through the Redevelopment Assistance Capital Program (RACP); and

WHEREAS, Southside Xpress Marts, Inc. plans to demolish its corporate headquarters on the easterly side of the 1200 block of South Main Avenue and build additional commercial space along with other improvements through the Redevelopment Assistance Capital Program (RACP); and

WHEREAS, the City will partner with Main Swetland LLC and Southside Xpress Marts, Inc., or their designees, 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 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

**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 apply for, 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.

**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

March 20, 2017

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

Re: West Scranton Revitalization Project  
Redevelopment Assistant Capital Program (RACP)  
2,500,000.00

Dear Atty. Boyles:

Attached please find the Resolution for applying, accepting and disbursing funding from RACP in the amount of \$2,500,000.00. This Resolution is needed in order for the PA Office of the Budget to move forward with the application.

If you have any questions regarding this project, please contact me or Linda Aebli at 348-4216.

Sincerely,

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

Linda B. Aebli  
Executive Director

lba/

# **Business Plan and Application**

**for a Redevelopment Assistance Capital Program (RACP) Grant**

**from the Commonwealth of Pennsylvania**

**through the Governor's Office of the Budget**

**Project Name:**

**West Scranton Revitalization Project**

**Candidate:**

**Main Swetland LLC**

**Municipality, County of Project:**

**City of Scranton, Lackawanna County**

**March 2017**

# West Scranton Revitalization Project

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Tab 2	Project Description
Tab 3	Economic Impact
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Tab 8	Project Schedule
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**TAB 1.**

**PROJECT ELIGIBILITY REQUIREMENTS**

**AND HOUSING STATEMENT**

*West Scranton Revitalization Project*

*City of Scranton, Lackawanna County*

**TAB 1. PROJECT ELIGIBILITY REQUIREMENTS  
AND 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
3920	Lackawanna	City of Scranton	2008-041	Construction, infrastructure, redevelopment, and other costs related to West Scranton Revitalization Project	\$3,000,000	\$3,000,000	\$2,500,000
Totals if using multiple itemizations →					\$3,000,000	\$3,000,000	\$2,500,000

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

**TAB 1. PROJECT ELIGIBILITY REQUIREMENTS  
AND HOUSING STATEMENT**

**HOUSING STATEMENT**

<b>Project Name</b>	<b>County</b>	<b>Act No. &amp; Authorization</b>
West Scranton Revitalization Project	Lackawanna	2008-041

This RACP project **does not** contain a housing component.

**TAB 2.**  
**PROJECT DESCRIPTION**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

## TAB 2. PROJECT DESCRIPTION

Project Name: West Scranton Revitalization Project

Address of Project Site: 1132/1142/1146/1150 South Main Avenue, Scranton, PA 18504  
1227 South Main Avenue, Scranton, PA 18504

Municipality of Project Site: City of Scranton

County of Project Site: Lackawanna County

State Representative of Project Site

    Name: Representative Marty Flynn

    Address: 409 North Main Avenue, Scranton, PA 18504

    District #: 113<sup>th</sup>

State Senator of Project Site

    Name: Senator John Blake

    Address: 409 Lackawanna Avenue, Suite 210, Scranton, PA 18503

    District #: 22<sup>nd</sup>

Specific Project Description

See Next Page

## **TAB 2. PROJECT DESCRIPTION**

### **OVERALL**

The West Scranton Revitalization Project is the design and construction of a new two-story 16,000 square foot building on the 1100 block of South Main Avenue in Scranton, Lackawanna County, featuring a mixed-use concept, and, across the street from this new building, the renovation of a neighborhood market/café/gathering place plus the construction of an additional 4,000 square feet of additional space to be marketed to other neighborhood retail demands. Corporate offices for an existing gas wholesaler will also be relocated and expanded. The site is located within the shadow of downtown Scranton, but far enough outside to avoid the current landlocked downtown. The unique quality of the project is that the proposed site involves the revitalization of three currently blighted properties. The West Scranton Revitalization Project will not only create new construction and permanent job opportunities, but remove a public eyesore and blighted area, immediately rescuing the neighborhood from further despair.

The first floor of the new facility will be occupied by a family owned and operated regional therapy and rehabilitation clinic in northeastern Pennsylvania since 2003. The physical therapy offices will complement the existing businesses located in the existing medical corridor being established in Scranton.

The project will be located near Mount Pleasant Corporate Center whose tenants include Geisinger Health System, Physicians Health Alliance, Lab Corp, Valley Oral & Maxillofacial Surgery. Geisinger is a healthcare industry leader in northeast PA and is known as an integrated health services organization widely recognized for its innovative care models including advanced home and ProvenCare ("warranty") program. The system serves more than 2.6 million residents throughout 44 counties in central and northeastern Pennsylvania. This development has spurred the development of other medical businesses to locate on/near Mount Pleasant Corporate Center (MPCC). The proposed site of the West Scranton Revitalization Project is an ideal expansion of the overall medical corridor in West Scranton, as it allows smaller medical businesses to cluster-complimenting the newly constructed Rite Aid Pharmacy, pediatricians and audiologist offices located just across the street.

The second floor of the new facility will be marketed to the bioscience industry – on the heels of the Northeastern Pennsylvania Regional Bioscience Initiative. In 2012, the Northeastern Pennsylvania Regional Bioscience Initiative (NEPA RBI) was developed by area healthcare, education, government, private sector, and economic development leaders, focused on

increasing life science careers and business opportunities within our region. The eight – county initiative was funded in December 2012, through the Discover in PA/Developed in PA program and the Ben Franklin Technology Development Authority.

NEP RBI pulls together over 50 regional partners, including higher educational institutions, chambers of commerce, healthcare operations, corporations, and government agencies, in an effort to leverage the region's strengths – including Sanofi-Pasteur, the Wilkes University pharmaceutical program, and the recently developed Commonwealth Medical College in Scranton. The NEPA RBI program is committed to growing the regional economy through the bioscience industry, in the following three specific areas: Direct Patient Care and Healthcare Administration; Researching and Testing with a focus on Medical Equipment; and Services and Logistics with a focus on Pharmaceuticals.

The proposed West Scranton Revitalization Project seeks to tap right into the NEPA RBI program, by devoting a portion of the development project to securing a bioscience tenant. The West Scranton Revitalization Project offers the industry cluster the perfect opportunity, with a site located near an existing medical corridor – just minutes away from the Mount Pleasant Corporate Center (MPCC), local physician's offices, and the recently-constructed Rite Aid. The West Scranton Revitalization Project sees the value and importance of the Commonwealth's investment into the NEPA RBI program. With our downtown districts (such as Wilkes-Barre and Scranton) landlocked, the West Scranton Revitalization Project offers a location near an existing medical cluster, and a location situated near three of the largest NEPA RBI supporters – the Scranton Chamber of Commerce, University of Scranton, and the Commonwealth Medical College. The second floor of the proposed project will be marketed directly towards the bioscience industry, utilizing the financial incentives, business attraction strategies, and industry network designed and funded by the Commonwealth, and put in motion through the NEPA Regional Bioscience Initiative.

In addition to the new facility located on the 1100 block of South Main Avenue, the West Scranton Revitalization Project will include, across the street from this new building, the renovation of a neighborhood market/café/gathering place plus the construction of an additional 4,000 square feet of additional space to be marketed to other neighborhood retail demands. Corporate offices for an existing gas wholesaler will also be relocated and expanded.

The West Scranton Revitalization Project will cost \$5,539,000. The cost of acquiring the project properties is \$822,500, while construction makes up the majority of the budget at \$2,687,500 (including an 8% contingency). The RACP amount awarded is \$2,500,000.

The following milestones outline the implementation of the West Scranton Revitalization Project:

- Property Acquisition Closing – May 31, 2017
- Bid documents released – June 15, 2017
- Obtain all permits and award contracts - July 15, 2017
- Demolish blighted properties – July 31, 2017
- Construction begins – August 1, 2017
- Construction complete and property occupied – June 1, 2018

#### **PROPOSED RACP SCOPE**

The proposed RACP scope is the same as the Overall project description.

**TAB 3.**  
**ECONOMIC IMPACT**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

**TAB 3. ECONOMIC IMPACT**

Data:		Estimated within 1-year after project completion
A.	NEW Jobs:	
1.	NEW permanent direct jobs from positions being CREATED, or vacant ones being filled.	
a.	Full-time jobs	25
b.	Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered a Full Time Equivalent (FTE). OB will calculate FTEs.	0
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 that will be lost without the progression of this project.	
1.	Full-time jobs	5
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.	27
D.	Number of non-permanent direct (CONSTRUCTION) jobs created by the project.	50
E.	MEDIAN ANNUAL WAGE for all NEW permanent direct full-time jobs.	\$ 60,680
F.	Provide the PER CAPITA INCOME for the project's county per the U. S. Census Bureau at the following link: <a href="http://quickfacts.census.gov/qfd/states/42000.html">http://quickfacts.census.gov/qfd/states/42000.html</a>	\$ 25,608
G.	Total STATE TAX GENERATION (payroll, sales, corporate, etc.).	Prior to project \$ 13,000 \$ 235,132

**METHODOLOGY—JOB CREATION & RETENTION**

- The 25 permanent direct jobs were determined by the following methodology:
  - The physical therapy business will hire an immediate 5 new FT jobs upon opening
  - The bio-tech business projects jobs based upon the national commercial construction average of 1 FT job for every 250 square feet—resulting in the creation/estimation of 20 FT jobs.
- The 5 retained jobs will be jobs relocated from a current facility operated by the physical therapist.
- The 50 new construction jobs were an estimate provide by the A&E firm working on the project, based upon the project scope and timeline provided in the business plan.

**METHODOLOGY—STATE TAX GENERATION**

- The "Prior to Project" state tax generation estimates provided were based upon property tax of existing properties.

## Tab 3-A1: ECONOMIC IMPACT REPORT

### IMPLAN Model - West Scranton Project

#### Model Information

Model Year	2012
GRP	\$8,967,325,608
Total Personal Income	\$8,318,675,000
Total Employment	125,433

Number of Industries	241
Land Area (Sq. Miles)	459
Area Count	1

Population	214,477
Total Households	94,298
Average Household Income	\$88,217

Trade Flows Method	Trade Flows Model
Model Status	Multipliers

Economic Indicators	
Shannon-Weaver Index	.71024

#### Value Added

Employee Compensation	\$4,735,444,905
Proprietor Income	\$574,150,159
Other Property Type Income	\$3,057,348,470
Tax on Production and Import	\$600,382,074

Total Value Added	\$8,967,325,608
-------------------	-----------------

#### Final Demand

Households	8,280,869,131
State/Local Government	\$1,308,997,383
Federal Government	\$237,062,540
Capital	\$1,016,360,686
Exports	\$6,147,467,832
Imports	-\$7,603,577,993
Institutional Sales	-\$419,853,920

Total Final Demand:	\$8,967,325,660
---------------------	-----------------

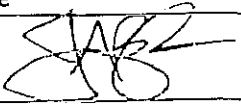
#### Top Ten Industries

Rank	Description	Employment	Labor Income	Output
413	Food services and drinking places	8,287	\$162,463,500	\$437,777,200
437 *	* Employment and payroll only (state & local govt, non-education)	5,591	\$266,458,000	\$313,942,000
392	Private junior colleges, colleges, universities, and professional schools	5,573	\$188,505,600	\$397,575,900
398	Nursing and residential care facilities	4,860	\$179,915,800	\$291,492,200
394	Offices of physicians, dentists, and other health practitioners	4,315	\$378,143,200	\$561,982,800
397	Private hospitals	4,112	\$249,203,300	\$517,207,400
319	Wholesale trade businesses	4,051	\$227,676,300	\$756,358,200
438 *	* Employment and payroll only (state & local govt, education)	4,005	\$219,384,400	\$256,949,600
360	Real estate establishments	3,737	\$35,330,180	\$580,067,400
324	Retail Stores - Food and beverage	3,080	\$78,828,440	\$150,127,700

#### Areas In the Model

PA Lackawanna County

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Signature	Title	Date
	Director of Government Services	02/02/2014
Name (print or type)	Entity	
Joseph A. Boylan	Ashburn Advisors, LLC	

### Tab 3-A1: ECONOMIC IMPACT REPORT

Sections A through E Jobs and Wage Data—Without Construction: The IMPLAN estimates provided below represent the impact summary utilizing only the 30 direct jobs of the project, and do not include the one-time construction job impacts.

IMPLAN Model - West Scranton Project.impdb				
Impact Summary - Without Construction				
ImpactType	Employment	Labor Income	Total Value Added	Output
Direct Effect	30.0	1,820,389.8	2,103,548.5	4,173,402.0
Indirect Effect	12.9	502,839.0	793,634.8	1,319,893.2
Induced Effect	14.0	543,449.5	1,013,999.0	1,576,425.5
<b>Total Effect</b>	<b>56.9</b>	<b>2,866,678.2</b>	<b>3,911,182.4</b>	<b>7,069,720.7</b>
Copyright 2014 Minnesota IMPLAN Group, Inc.				

IMPLAN Model - West Scranton Project.impdb					
Top Ten for Employment - Without Construction					
Sector	Description	Total Employment	Total Labor Income	Total Value Added	Total Output
376	Scientific research and development services	20.0	909,291.9	1,173,371.6	2,796,557.0
394	Offices of physicians, dentists, and other health practitioners	10.8	987,840.5	1,009,100.6	1,496,150.0
413	Food services and drinking places	2.7	54,689.6	77,943.5	148,151.1
382	Employment services	2.2	50,845.0	58,905.9	73,603.4
388	Services to buildings and dwellings	1.5	41,293.7	52,422.2	90,855.4
374	Management, scientific, and technical consulting services	1.5	65,193.8	69,924.6	127,561.5
369	Maintenance and repair construction of nonresidential structures	1.3	68,640.2	63,860.0	167,660.1
390	Real estate establishments	1.1	11,001.6	148,112.5	183,094.9
397	Private hospitals	1.0	60,504.2	67,557.9	128,359.0
354	Monetary authorities and depository credit intermediation activities	0.8	46,313.4	166,536.9	242,308.9
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IMPLAN Model - West Scranton Project.impdb					Copyright 2014 Minnesota IMPLAN Group, Inc.						
Scenario											
Scenario Name											
Scenario Level											
Scenario 1											
Activity 1											
Activity Type											
Activity Name											
Industry Change											
Physical Therapy Jobs											
Events											
Sector	Description	Basis	Event Value	Employ.	Event Year	Deflator	GDP Deflator	Employee Comp.	Proprietor Income		
394	Offices of physicians, dentists, and other health practitioners	0	1382899.9	10	2014	1.0618858	1.0419732	802848.44	110220.17		0
376	Scientific research and development services	0	2790502	20	2014	1.0527306	1.0419732	684366.32	242856.83		0

### Tab 3-A1: ECONOMIC IMPACT REPORT

Section G State Tax Generation Data—Without Construction: The IMPLAN estimates provided below represent the impact summary utilizing only the 30 direct jobs of the project, and do not include the one-time construction job impacts.

IMPLAN Model - West Scranton Project.impdb							
State and Local Tax Impact by Total - Without Construction							
Institution Receipts	Transfer Type	Description	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations
12001	15007	Dividends					\$325.00
12001	15014	Social Ins Tax- Employee Contribution	\$1,237.00				
12001	15015	Social Ins Tax- Employer Contribution	\$2,432.00				
12001	15020	Tax on Production and Imports: Sales Tax			\$70,418.00		
12001	15021	Tax on Production and Imports: Property Tax			\$62,362.00		
12001	15022	Tax on Production and Imports: Motor Vehicle Lic			\$1,279.00		
12001	15023	Tax on Production and Imports: Severance Tax					
12001	15024	Tax on Production and Imports: Other Taxes			\$11,397.00		
12001	15025	Tax on Production and Imports: S/L NonTaxes			\$638.00		
12001	15026	Corporate Profits Tax					\$11,060.00
12001	15027	Personal Tax: Income Tax				\$59,523.00	
12001	15029	Personal Tax: NonTaxes (Fines- Fees				\$9,644.00	
12001	15030	Personal Tax: Motor Vehicle License				\$2,395.00	
12001	15031	Personal Tax: Property Taxes				\$1,094.00	
12001	15032	Personal Tax: Other Tax (Fish/Hunt)				\$1,329.00	
12001	99999	<b>Total State and Local Tax</b>	<b>\$3,889.00</b>		<b>\$146,094.00</b>	<b>\$73,985.00</b>	<b>\$11,384.00</b>
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IMPLAN Model - West Scranton Project.impdb				Copyright 2014 Minnesota IMPLAN Group, Inc.							
Scenario											
Scenario Name	Scenario Level										
Scenario 1											
Activity 1											
Activity Type	ActivityName	Activity Level	Activity Year								
Industry Change	Physical Therapy Jobs	1	2014								
Events											
Sector	Description	Basis	Event Value	Employ.	Event Year	Deflator	GDP Deflator	Employee Comp.	Proprietor Income		
394	Offices of physicians, dentists, and other health practitioners	0	1382699.8	10	2014	1.0618858	1.0419732	802846.44	110220.17	0	
376	Scientific research and development services	0	2790502	20	2014	1.0527306	1.0419732	864366.32	242956.83	0	

## Tab 3-A1: ECONOMIC IMPACT REPORT

Sections A through E Jobs and Wage Data—With Construction: The IMPLAN estimates provided below represent the impact summary utilizing both the 30 permanent/direct jobs and the 50 one-time construction jobs.

### IMPLAN Model - West Scranton Project.impdb

#### Impact Summary - With Construction

ImpactType	Employment	Labor Income	Total Value Added	Output
Direct Effect	80.0	4,384,946.5	4,436,925.1	11,030,457.7
Indirect Effect	27.5	1,206,498.3	1,883,176.9	3,170,664.1
Induced Effect	33.8	1,306,570.3	2,437,889.1	3,790,082.1
<b>Total Effect</b>	<b>141.3</b>	<b>6,898,015.2</b>	<b>8,757,991.1</b>	<b>17,991,203.9</b>
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### IMPLAN Model - West Scranton Project.impdb

#### Top Ten for Employment - With Construction

Sector	Description	Total Employment	Total Labor Income	Total Total Value Added	Total Output
39	Maintenance and repair construction of nonresidential structures	51.6	2,661,274.0	2,475,940.3	6,500,410.5
376	Scientific research and development services	20.1	911,154.7	1,175,775.4	2,802,286.1
394	Offices of physicians, dentists, and other health practitioners	12.0	1,093,200.1	1,116,727.7	1,655,724.0
413	Food services and drinking places	5.8	118,085.6	168,295.1	319,887.0
382	Employment services	3.3	78,033.1	90,404.2	112,960.9
369	Architectural, engineering, and related services	3.1	196,756.0	199,528.8	341,449.1
397	Private hospitals	2.3	145,736.0	162,726.2	309,177.3
324	Retail Stores - Food and beverage	2.3	61,283.5	77,161.3	115,608.2
360	Real estate establishments	2.2	21,822.6	293,794.5	363,185.3
388	Services to buildings and dwellings	2.1	58,146.1	73,816.3	127,934.5
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### IMPLAN Model - West Scranton Project.impdb

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Scenario												
Scenario												
Scenario Name	Scenario Level											
Scenario 1												
Activity 1												
Activity Type	ActivityName	Activity Level	Activity Year									
Industry Change	Job Creation Model	1	2014									
Events												
Sector	Description	Base	Event Value	Employ.	Event Year	Deflator	GDP Deflator	Employee Comp.	Proprietor Income			
394	Offices of physicians, dentists, and other health practitioners	0	1362899.9	10	2014	1.0618858	1.0419732	802848.44	110220.17		0	
376	Scientific research and development services	0	2790502	20	2014	1.0527308	1.0419732	864368.32	242858.83		0	
34	Construction of new nonresidential commercial and health care structures	0	6857056	50	2014	1.0260381	1.0419732	2092227	472328.81		0	

### Tab 3-A1: ECONOMIC IMPACT REPORT

Section G State Tax Generation Data—With Construction: The IMPLAN estimates provided below represent the impact summary utilizing both the 30 permanent/direct jobs and the 50 one-time construction jobs.

IMPLAN Model - West Scranton Project.impdb							
State and Local Tax Impact by Total					Copyright 2014 Minnesota IMPLAN Group, Inc.		
Institution Receipts	Transfer Type	Description	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations
12001	15007	Dividends					\$531.00
12001	15014	Social Ins Tax- Employee Contribution	\$2,990.00				
12001	15015	Social Ins Tax- Employer Contribution	\$5,879.00				
12001	15020	Tax on Production and Imports: Sales Tax			\$180,370.00		
12001	15021	Tax on Production and Imports: Property Tax			\$159,736.00		
12001	15022	Tax on Production and Imports: Motor Vehicle Lic			\$3,276.00		
12001	15023	Tax on Production and Imports: Severance Tax					
12001	15024	Tax on Production and Imports: Other Taxes			\$29,193.00		
12001	15025	Tax on Production and Imports: S/L NonTaxes			\$1,634.00		
12001	15026	Corporate Profits Tax					\$18,086.00
12001	15027	Personal Tax: Income Tax				\$143,180.00	
12001	15029	Personal Tax: NonTaxes (Fines- Fees				\$23,199.00	
12001	15030	Personal Tax: Motor Vehicle License				\$5,761.00	
12001	15031	Personal Tax: Property Taxes				\$2,632.00	
12001	15032	Personal Tax: Other Tax (Fish/Hunt)				\$3,196.00	
12001	99999	Total State and Local Tax	\$8,889.00		\$374,210.00	\$177,969.00	\$18,617.00

IMPLAN Model - West Scranton ProjectImpdb					Copyright 2014 Minnesota IMPLAN Group, Inc.						
Scenario											
Scenario											
Scenario Name											
Scenario 1											
Scenario 1											
Activity 1											
Activity Type	ActivityName	Activity Level	Activity Year								
Industry Change	Job Creation Model	1	2014								
Events											
Sector	Description	Basis	Event Value	Employ.	Event Year	Deflator	GDP Deflator	Employee Comp.	Proprietor Income		
394	Offices of physicians, dentists, and other health practitioners	0	1382899.8	10	2014	1.0616858	1.0419732	802846.44	110220.17	0	
378	Scientific research and development services	0	2790502	20	2014	1.0627306	1.0419732	684366.32	242956.83	0	
34	Construction of new nonresidential commercial and health care structures	0	6857056	50	2014	1.0260391	1.0419732	2092227	472329.81	0	

**TAB 4.**  
**COMMUNITY IMPACT**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

## **TAB 4. COMMUNITY IMPACT**

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

The West Scranton Revitalization Project would occur on portions of the 1100 and 1200 blocks of South Main Avenue in the West Side of the City of Scranton. The project site is the current location of three blighted properties. The proposed project would inject \$5.5 mixed-use development onto the site, thus clearing the blight and replacing with new construction.

### **B. Economic health of the project site's county:**

#### **1. *County unemployment higher than state average:***

Lackawanna County continues to hold a higher unemployment rate than the Commonwealth. According to the Pennsylvania Department of Labor and Industry, for December 2016, Lackawanna County maintained an unemployment rate of 5.6 percent – higher than the state average of 5.7 percent during the same time. Lackawanna County had the 40<sup>th</sup> highest unemployment rate of all 67 PA counties during December 2016.

#### **2. *Declining population in county and below average per capita income:***

According to the U.S. Census Bureau, a comparison between the population of Lackawanna County as of April 1, 2010 and as of July 1, 2015 indicates a population decrease of 2,519 persons or 1.2% of the population during this period. Relative to Lackawanna County per capita income in comparison to statewide and U.S. per capita income averages, in terms of per capita income in the past 12 months (in 2015 dollars), 2011-2015, Lackawanna County per capita income was \$25,608, less than the statewide per capita income of \$29,291 and United State per capita income of \$28,930 during the survey period.

#### **3. *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:***

Not Applicable.

## **TAB 4. COMMUNITY IMPACT**

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

The West Scranton Revitalization Project improves the proposed location through the construction of a new, mixed-use building. The Project involves the design and construction of a new two-story 16,000 square foot building on the 1100 block of South Main Avenue in Scranton, Lackawanna County, featuring a mixed-use concept, and, across the street from this new building, the renovation of a neighborhood market/café/gathering place plus the construction of an additional 4,000 square feet of additional space to be marketed to other neighborhood retail demands. Corporate offices for an existing gas wholesaler will also be relocated and expanded. The site is located within the shadow of downtown Scranton, but far enough outside to avoid the current landlocked downtown. The unique quality of the project is that the proposed site involves the revitalization of three currently blighted properties. The West Scranton Revitalization Project will not only create new construction and permanent job opportunities, but remove a public eyesore and blighted area, immediately rescuing the neighborhood from further despair.

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

Not Applicable.

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

Not Applicable.

## **D. Regional Impact**

### ***1. Consistent with an existing revitalization plan:***

Not Applicable.

### ***2. Joint effort involving multiple municipalities:***

Not Applicable.

### ***3. Public engaged in the development of the project:***

Not Applicable.

### ***4. Promotes tourism:***

Not Applicable.

## Labor Force, Employment and Unemployment for Pennsylvania in December, 2016

**Labor Force Area Distribution Table**

The table below shows the County(s) in Pennsylvania with the highest monthly seasonally adjusted unemployment rate in December, 2016.

Rank	Area	Unemployment Rate	Preliminary
1	Cameron County	8.4%	Yes
2	Fayette County	8.1%	Yes
3	Potter County	8.0%	Yes
4	Forest County	7.7%	Yes
5	Armstrong County	7.3%	Yes
6	Venango County	7.3%	Yes
7	Clearfield County	7.2%	Yes
8	Huntingdon County	7.2%	Yes
9	Somerset County	7.2%	Yes
10	Lawrence County	7.1%	Yes
11	McKean County	7.0%	Yes
12	Tioga County	7.0%	Yes
13	Clinton County	6.9%	Yes
14	Indiana County	6.9%	Yes
15	Greene County	6.8%	Yes
16	Jefferson County	6.7%	Yes
17	Philadelphia County	6.7%	Yes
18	Cambria County	6.6%	Yes
19	Erie County	6.6%	Yes
20	Luzerne County	6.5%	Yes
21	Pike County	6.5%	Yes
22	Fulton County	6.3%	Yes
23	Monroe County	6.3%	Yes
24	Northumberland County	6.3%	Yes
25	Beaver County	6.2%	Yes
26	Clarion County	6.2%	Yes
27	Lycoming County	6.2%	Yes
28	Schuylkill County	6.2%	Yes
29	Sullivan County	6.2%	Yes
30	Carbon County	6.1%	Yes

31	Mercer County	6.1%	Yes
32	Washington County	6.1%	Yes
33	Crawford County	6.0%	Yes
34	Bradford County	5.9%	Yes
35	Elk County	5.9%	Yes
36	Wayne County	5.9%	Yes
37	Westmoreland County	5.8%	Yes
38	Wyoming County	5.8%	Yes
39	Columbia County	5.7%	Yes
40	Lackawanna County	5.7%	Yes
41	Mifflin County	5.7%	Yes
42	Bedford County	5.6%	Yes
43	Warren County	5.6%	Yes
44	Juniata County	5.5%	Yes
45	Lehigh County	5.5%	Yes
46	Susquehanna County	5.5%	Yes
47	Northampton County	5.4%	Yes
48	Allegheny County	5.3%	Yes
49	Butler County	5.2%	Yes
50	Blair County	5.1%	Yes
51	Snyder County	5.1%	Yes
52	Berks County	4.9%	Yes
53	Delaware County	4.9%	Yes
54	Franklin County	4.9%	Yes
55	Union County	4.9%	Yes
56	Dauphin County	4.8%	Yes
57	Bucks County	4.7%	Yes
58	Perry County	4.6%	Yes
59	York County	4.6%	Yes
60	Lebanon County	4.3%	Yes
61	Centre County	4.2%	Yes
62	Cumberland County	4.2%	Yes
63	Montgomery County	4.2%	Yes
64	Montour County	4.2%	Yes
65	Adams County	4.1%	Yes
66	Lancaster County	4.1%	Yes
67	Chester County	4.0%	Yes

Source: PA Dept of Labor and Industry

## Labor Force, Employment and Unemployment for Pennsylvania in December, 2016

### Labor Force Table

The table below shows the monthly seasonally adjusted Labor Force, Employment and Unemployment data for Pennsylvania in December, 2016.

Labor Force	Employed	Unemployed	Unemployment Rate	Preliminary
6,510,000	6,144,000	366,000	5.6%	Yes

Source: PA Dept of Labor and Industry  
Downloaded: 03/08/2017 5:21 PM



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## U.S. Census Quick Facts

### QuickFacts

#### Lackawanna County, Pennsylvania

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

ALL TOPICS	<input checked="" type="checkbox"/> LACKAWANNA COUNTY, PENNSYLVANIA	PENNSYLVANIA	UNITED STATES
<b>People</b>			
<b>Population</b>			
Population estimates, July 1, 2016, (V2016)	NA	12,764,227	323,127,513
Population estimates, July 1, 2015, (V2015)	211,917	12,802,503	321,418,820
Population estimates base, April 1, 2010, (V2016)	NA	12,702,857	308,758,105
Population estimates base, April 1, 2010, (V2015)	214,436	12,702,867	308,758,105
Population, percent change - April 1, 2010 (estimates base) to July 1, 2016, (V2016)	NA	0.6%	4.7%
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015, (V2015)	-1.2%	0.8%	4.1%
Population, Census, April 1, 2010	214,437	12,702,379	308,745,538
<b>Businesses</b>			
<b>Geography</b>			

1. Includes data not distributed by county.

This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2015) refers to the final year of the series (2010 thru 2015).  
Different vintage years of estimates are not comparable.

(a) Includes persons reporting only one race  
(b) Hispanics may be of any race, so also are included in applicable race categories  
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information  
F Fewer than 25 firms  
FN Footnote on this item in place of data  
NA Not available  
S Suppressed; does not meet publication standards  
X Not applicable  
Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.



<http://www.census.gov/en.html>

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## U.S. Census Quick Facts


### QuickFacts


#### Lackawanna County, Pennsylvania

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

ALL TOPICS	 LACKAWANNA COUNTY, PENNSYLVANIA	PENNSYLVANIA	UNITED STATES
People			
Income and Poverty			
Median household income (in 2015 dollars), 2011-2015	\$46,271	\$53,599	\$53,889
Per capita income in past 12 months (in 2015 dollars), 2011-2015	\$25,608	\$29,291	\$28,930
Persons in poverty, percent	 15.3%	 13.2%	 13.5%
Businesses			
Geography			

1. Includes data not distributed by county.

 This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info  icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2015) refers to the final year of the series (2010 thru 2015).  
Different vintage years of estimates are not comparable.

(a) Includes persons reporting only one race

(b) Hispanics may be of any race, so also are included in applicable race categories

(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information

F Fewer than 25 firms

FN Footnote on this item in place of data

NA Not available

S Suppressed; does not meet publication standards

X Not applicable

Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

**TAB 5.**

**STRATEGIC CLUSTERS FOR DEVELOPMENT**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

## **TAB 5. STRATEGIC CLUSTERS FOR DEVELOPMENT**

### **A. Biotechnology/Pharmaceutical/Life Sciences**

Northeastern Pennsylvania has become a landing spot for several companies during the worldwide growth of the bioscience industry. In 2012, the Northeastern Pennsylvania Regional Bioscience Initiative (NEPA RBI) was developed by area healthcare, education, government, private sector, and economic development leaders, focused on increasing life science careers and business opportunities within our region. The 8-county initiative was funded in December 2012, through the Discover in PA/Developed in PA program and the Ben Franklin Technology Development Authority. NEPA RBI pulls together over 50 regional partners, including higher educational institutions, chambers of commerce, healthcare operations, corporations, and government agencies, in an effort to leverage the region's strengths – including Sanofi-Pasteur, the Wilkes University pharmaceutical program, and the Commonwealth Medical College in Scranton. THE NEPA-RBI program is committed to growing the regional economy through the bioscience industry in the following three specific areas: Direct Patient Care and Healthcare Administration; Researching & Testing with a focus Medical Equipment; and Services & Logistics with a focus on Pharmaceuticals.

The proposed West Scranton Revitalization Project seeks to tap right into the NEPA RBI program, by devoting a significant portion of the development project space to securing a bio-science tenant. The West Scranton Revitalization Project offers the industry cluster the perfect opportunity, with a site located near an existing medical corridor – just minutes away from the Commonwealth medical College and the University of Scranton.

The West Scranton Revitalization Project sees the value and importance of the Commonwealth's investment into the NEPA RBI program. With our larger downtown areas (such as the cities of Scranton and Wilkes-Barre) landlocked, the West Scranton Revitalization Project offers a location near an existing medical cluster, and a location situated near three of the largest NEPA RBI supporters – the Scranton Chamber of Commerce, University of Scranton, and the Commonwealth Medical College. The area of the Project marketed directly towards the bio-science industry will utilize the financial incentives, business attraction strategies and industry network designed and funded by the Commonwealth, and put in motion through the NEPA Regional Bioscience Initiative. The Project will also involve the installation of a family pharmacy within the project site, operated by an experienced regional entity.

## **TAB 5. STRATEGIC CLUSTERS FOR DEVELOPMENT**

### **B. High Tech & Advanced Manufacturing and Materials:**

Not Applicable.

### **C. Energy Extraction and Mining**

Not Applicable.

### **D. Business & Financial Services**

Not Applicable.

### **E. Healthcare/Medical Research and/or Educational:**

The main tenant of the West Scranton Revitalization Project will be a regional physical therapy and rehabilitation office. The local and family-owned rehabilitation offices have been operational since 2003, with several locations throughout Northeastern Pennsylvania. The business is a direct access provider for physical therapy and can accept patients without direct referral from a doctor. They provide individualized one-on-one attention to each and every patient based on their needs and condition, with highly-trained and seasoned staff. This facility, combined with the new family pharmacy, will add yet another dimension to the medical corridor on Main Avenue in West Scranton.

### **F. Agriculture**

Not Applicable.

**TAB 6.**

**ORGANIZATIONAL, MANAGEMENT & STRATEGIC  
BUSINESS PLAN**

*West Scranton Revitalization Project*

*City of Scranton, Lackawanna County*

## **TAB 6. ORGANIZATIONAL, MANAGEMENT & STRATEGIC BUSINESS PLAN**

### **A. Project Information**

#### **1. Tax Status and Organizational Structure:**

Main Swetland LLC and Southside Xpress Marts, Inc. will own discrete parcels of land which make up the project site, and each entity will hold their own construction contracts. Facility operators consist of these entities.

#### **2. Financial and Operating Status:**

Main Swetland LLC is a newly formed Pennsylvania Limited Liability Company, with no financial records, and no connection to a parent company.

#### **3. Project Administration:**

Founded in 2012, Ashburn Advisors combines the right financial resources, relationships and senior level expertise to accelerate our clients' business growth. Working with clients around the country and across a variety of industries, we cut through the red tape and consistently structure transactions for success. Ashburn Advisors connects start-ups, existing businesses, commercial developers, municipal governments, and non-profit institutions to the latest traditional and non-traditional financing options available in the marketplace. We are an intermediary for debt, capital and equity financing transactions, including commercial financing, real estate financing, hotel financing, business acquisition (M&A) financing, Small Business Administration (SBA) financing and government grant and loan programs, among others.

Ashburn Advisors is a nimble, results focused team of financing experts. To service the unique needs of our clients and the industry as a whole, we bring together three core competencies rarely offered under one roof: Ashburn Capital, Ashburn Partners, and Ashburn Government Services. We get the job done by moving transactions through the right doors, structured in the right manner. Time and again, Ashburn Advisors earns the trust of our clients as well as the financial institutions and government agencies who ultimately come together to make a deal. The firm is built on vast experience in banking, business development, research and government-based programs, in addition to the management expertise of the firm's founder and executive director, Christopher Cawley.

## **TAB 6. ORGANIZATIONAL, MANAGEMENT & STRATEGIC BUSINESS PLAN**

The Ashburn Government Services Department is dedicated to identifying and securing the resources our clients need to fulfill your goals. Our senior staff is ready to research and identify all potential funding sources on local, state and federal levels. We solve the complexity of government for both the public and private sectors. For the private side, Ashburn Advisors works as a personal government liaison, assisting clients and their organizations through the bureaucratic maze of local, state and federal government. We take the time to identify the government resources available to best fit each project, in addition to streamlining the application and submittal process. On the public side, we understand the complex world of local government. Ashburn provides leadership and support to municipal governments and authorities, guiding them down the path to success using a wide variety of management and planning services. Our extensive working knowledge of all grant and loan programs allows us to direct a client's financial request from application to administration to closeout.

Ashburn Advisors would dedicate two senior staff members to the administration of the West Scranton Revitalization Project – Christopher Cawley (Director) and Paul Colarossi (Director of Government Lending).

Chris Cawley, Executive Director, is a seasoned senior executive with over twenty years of business experience, including extensive business development responsibilities and the generation/execution of innovative ideas to create and expand market share. Chris has a successful track record of guiding start-up companies in securing an appropriate capital structure and building profitability. He has a proven record of applying change management principals to create a productive, positive coalition of executives and staff, squarely focused on a mission. Chris had been Managing Director of Northeastern Economic Development Company of PA-CDC (NEDCO) since 2005 and President from 2011 to 2013, leaving NEDCO to meet the demands of Ashburn's growth. Under his leadership, NEDCO had been instrumental in over \$250 million of economic development activity in small market endeavors and key to continuing small business lending post-2008 financial crisis. During his tenure at NEDCO, Chris developed a reputation within the community banking industry as an extremely qualified executive, possessing business acumen of proven strategies to finance commercial transactions.

Chris founded Northeast Economic Advisors (NEA) because he saw a limited number of resources available to assist prospective borrowers, financial institutions, and government entities in structuring commercial loan transactions, project management, and grant oversight/administration.

## **TAB 6. ORGANIZATIONAL, MANAGEMENT & STRATEGIC BUSINESS PLAN**

Further expanding upon NEA's capabilities and seeking new market opportunities, Chris combined NEA with additional resources in founding Ashburn Advisors LLC where he serves as President and Executive Director.

Ashburn's services include engaging as the intermediary for: capital raises, mergers and acquisitions engagements, third party joint venture engagements, SBA and USDA loan originations, state and municipal loans and grants, and consulting with community banks on commercial lending. Chris earned his Bachelor of Science in Accounting from the University of Scranton.

Paul Colarossi, Director of Government Lending, utilizes his many successful years of experience in the development and execution of community and economic development projects and initiatives in low-income areas of Northeastern Pennsylvania, to serve as the Director of Government Lending for Ashburn Advisors. Prior to employment at Ashburn and NEDCO, Paul served as Executive Director of Economic and Community Development for the City of Scranton, where his responsibilities included the oversight and direction of eighteen employees with expertise in land-use planning, construction, contracting, accounting, grant procurement and administration, commercial and residential real estate development, project management, federal program compliance and related activities. Other responsibilities included the oversight of several revolving loan programs designed to spur investment in low-income areas of Scranton, and/or provide employment opportunities for persons of low-to-moderate income. Paul was responsible for managing the \$5.1 million in US department of Housing and Urban Development (HUD) entitlement funds each year, including the CDBG program.

Through the administration and provision of publicly-funded loans to new or expanding businesses, and procurement of public grants, Paul has assisted in the development of many significant economic development projects initiated in Scranton, Pennsylvania during his tenure at the City of Scranton. Through an array of activities on behalf of the City, including grant writing, real estate development agreement negotiation and management, loan program creation, implementation, oversight and day-to-day administration, Paul assisted in the provision of over \$13 million in loans leveraging over \$70 million in private investment in Scranton over the past decade. This investment has assisted Scranton's low-income communities by eliminating blight and providing employment opportunities for hundreds of low-income individuals. Paul is a graduate of Scranton Central High School, and attended the University of Scranton and Pennsylvania State University.

## **TAB 6. ORGANIZATIONAL, MANAGEMENT & STRATEGIC BUSINESS PLAN**

4. **Financial Necessity:** Main Swetland LLC would have a difficult time in developing the West Scranton Revitalization Project without the financial support and commitment from the Commonwealth. RACP has been introduced to help offset acquisition and construction costs and will represent approximately 50% of the proposed West Scranton Revitalization Project. The RACP is justified on three levels: 1) the project enhances the existing medical corridor on Main Avenue in West Scranton; 2) the project aligns with the goals and principals of the Northeast Regional Bioscience Initiative; and 3) the project eliminates and redevelops blighted properties. An investment from the Commonwealth will help create jobs, establish a stronger and more viable medical and bio-science corridor, and redevelop a currently blighted portion of the city of Scranton.

### **B. Strategic Plan**

#### **1. Business Strategy/Plan**

- a. **Product or service to be provided:** The project will feature physical therapy offices, focusing on rehabilitation, health and wellness. This space will serve as the main regional physical therapy and rehabilitation offices for a family owned and operated business. Additional space will be targeted towards research and development entities in the bioscience industry – utilizing the groundwork and network created through the NEPA Regional Bioscience Initiative (NEPA RBI). The NEPA RBI was created in 2012 to help foster growth of the bioscience industry in Northeastern Pennsylvania, through the partnership of higher educational institutions, chambers of commerce, healthcare operations, corporations, and government agencies, in an effort to leverage the region's strengths – which include Sanofi-Pasteur, the Wilkes University pharmaceutical program, and the Commonwealth Medical College in Scranton. In addition, the project will include a new location for an established pharmacy in the region, and improved availability of neighborhood commercial amenities across the street from this new building, consisting of the renovation of a neighborhood market/café/gathering place plus the construction of an additional 4,000 square feet of additional space to be marketed to other neighborhood retail demands. Corporate offices for an existing gas wholesaler will also be relocated and expanded.

## **TAB 6. ORGANIZATIONAL, MANAGEMENT & STRATEGIC BUSINESS PLAN**

- b. Target market, growth of that market, and the market's need for the product or service:** While their services are required by individuals of all ages, the physical therapy office and pharmacy will continue to focus on their current patient market in NEPA – a region maintaining elevated levels of baby boomers, second only to Dade County, Florida for Medicare population. The improved neighborhood commercial amenities address an existing need for such improvements.

The targeted bioscience offices will draw upon the current medical corridor along Main Avenue in West Scranton, in particular the Mount Pleasant Corporate Center whose tenants include Geisinger Health Systems, Physicians Health Alliance, Lab Corp, and Valley Oral & Maxillofacial Surgery. In addition, the targeted bioscience offices will lean upon the region's strengths as identified by the NEPA RBI program, which include Sanofi-Pasteur, the Wilkes University pharmaceutical program, and the Commonwealth Medical College in Scranton. Complementing this development will be an array of commercial tenants long sought by the existing "rooftops".

- c. Regional and statewide competition:** The main local/regional competition for the regional physical therapist is Allied Services, Pro Care, and Pro Rehab. However, the family-owned physical therapy entity has owned and operated multiple locations throughout Northeastern Pennsylvania for the past eleven years. In terms of the bioscience offices, several downtowns are seeking to capitalize on the push towards increasing the bioscience regionally, however most cities, such as Scranton and Wilkes-Barre, are landlocked. The West Scranton Revitalization Project identifies a location amenable to new construction, yet still well-located to capitalize on the bioscience strengths and opportunities of the region.

- d. Marketing strategy:** The physical therapist and pharmacy will continue to forge ahead in their marketing strategies that have helped build those entities into successful businesses. Relative to the therapist, the strategy includes targeting area physicians, including family doctors and specialists, for patients. The new location will allow them to tap into the current medical corridor located on Main Avenue, just a few minutes away from the project site. In addition, they will utilize their ability to do Direct Access, which, as allowed by PA law, allows them to get patients without doctor's orders or referrals.

## **TAB 6. ORGANIZATIONAL, MANAGEMENT & STRATEGIC BUSINESS PLAN**

The bioscience office will rely heavily on the proven and existing marketing strategy designed and developed through the 8-county-wide NEPA RBI program.

- e. Prospect of industry/business synergy:** The physical therapist cannot ask for a stronger market than Lackawanna and Luzerne Counties, as this region maintains one of the highest percentages of aging population in the state. Lackawanna County (18.3 percent) and Luzerne County (18.4 percent) maintain a higher average of population 65 years and older than the Commonwealth (16.0 percent) average. In addition, they will have the ability to draw upon the densely populated area of West Scranton and surrounding communities. The bioscience component of the project will follow the NEPA RBI program established by the Commonwealth and area healthcare, education, government, private sector, and economic development leaders. The NEPA RBI program is committed to growing the regional economy through the bioscience industry, in the following three specific areas: Direct Patient Care and Healthcare Administration; Researching & Testing with a focus on Medical Equipment; and Services & Logistics with a focus on Pharmaceuticals. The proposed West Scranton Revitalization Project seeks to tap right into the NEPA RBI program, by devoting a significant portion of the development project space to securing a bio-science tenant.
- f. Reasoning for selection of the proposed site:** The proposed project will complement the current medical corridor developed along Main Avenue in the West Side of Scranton. The project will be located near Mount Pleasant Corporate Center whose tenants include Geisinger Health System, Physicians Health Alliance, Lab Corp, and Valley Oral and Maxillofacial Surgery. Geisinger is a healthcare industry leader in Northeast PA and is known as an integrated health services organization widely recognized for its innovative use of the electronic health record, and the development and implementation of innovative care models including advanced medical home and ProvenCare program. The system serves more than 2.6 million residents through 44 counties in central and northeastern Pennsylvania. This development has spurred the development of other medical businesses to locate on/near Mount Pleasant Corporate Center. Additionally, the project is located at a site where existing neighborhood commercial amenities can be readily upgraded to improve their utility by community residents.

## TAB 6. ORGANIZATIONAL, MANAGEMENT & STRATEGIC PLAN

### TABLE OF INVOLVED ORGANIZATIONS/PERSONNEL

Note: Please make sure email addresses are provided & correct as this will be the primary contact method used by the Office of Budget

Task/Position	Organization	Contact Person, Title	Complete 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)	Main Swetland LLC	Frank Cawley	170 S. Highland Drive Pittston, PA 18640	fcawley@msn.com (570) 430-7475
	Southside Xpress Marts, Inc.	Chris Gilchrist	1170 Hwy. 315 Suite 1 Plains, PA 18702	s.falcone@ymail.com (570) 498-9537
Candidate's person to contact for project information (if different from above) (enter "Same," if same)	Main Swetland LLC	Samuel A. Falcone, Esq.	1170 Hwy. 315 Suite 1 Plains, PA 18702	s.falcone@ymail.com (570) 498-9537
	Southside Xpress Marts, Inc.	Samuel A. Falcone, Esq.	1170 Hwy. 315 Suite 1 Plains, PA 18702	s.falcone@ymail.com
Grantee (if known):				
Grantee's Chief Elected Official or Officer	City of Scranton	Mayor William Courtright	340 N. Washington Ave. Scranton, PA 18503	(570) 348-4100
Grantee's Contact Person (if different from above) (enter "Same," if same)	City of Scranton	Linda Aebli Executive Director, Office of Economic and Community Development	340 N. Washington Ave. Scranton, PA 18503	laebli@scrantonpa.gov (570) 348-4216
Consultant aiding with formal Application & Business Plan preparation	Ashburn Advisors LLC	Chris J. Cawley Managing Member	2 Public Square First Floor Wilkes-Barre, PA 18701	cjc@ashburnadvisors.com (570) 954-8727
Architect	E. P. Mancinelli & Associates, PC	Emmett P. Mancinelli, P.E.	625 E. Drinker St. Dunmore, PA 18512	emancinelli@epmancinelliand associates.com (570) 341-0914
Engineer	E. P. Mancinelli & Associates, PC	Emmett P. Mancinelli, P.E.	625 E. Drinker St. Dunmore, PA 18512	emancinelli@epmancinelliand associates.com (570) 341-0914
Contractor	To Be Determined			
Other				

**TAB 7.**  
**STATEMENT OF COMPLIANCE**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*



Office of Economic and  
Community Development

October 27, 2016

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

Re: Redevelopment Assistance Capital Program Grant (RACP)  
West Scranton Revitalization Project  
Scranton, Pennsylvania 18503  
Tab 7 – Statement of Compliance Requirements  
\$2,500,000.00

Dear Mr. Heuer:

This letter serves as a Statement of Compliance regarding the City of Scranton (Applicant) and West Scranton Revitalization Project (Sub-Applicant) receiving \$2,500,000.00 from the Office of the Budget through its Redevelopment Assistance Capital Program Grant (RACP).

All construction and related activities of the West Scranton Revitalization 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 17 – 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 that reads "Linda B. Aebli". The signature is written in a cursive style with a large, stylized "L" and "A".

Linda B. Aebli  
Executive Director

Lba/

Cc: Mr. Frank Cawley, Main Swetland, LLC  
Mr. Chris Cawley, Ashburn Advisors, LLC  
Atty. Samuel A. Falcone, Jr., Wetzel, Phillips, Rodgers & Falcone

**TAB 8.**  
**PROJECT SCHEDULE**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

## **TAB 8. PROJECT SCHEDULE**

### **Pre-Construction Project Milestones**

<b>Activity</b>	<b>Date</b>
Design Phase Start	April 1, 2017
Design Phase Complete	June 1, 2017
Bid Date	June 15, 2017
Bid Opening	June 30, 2017
Obtain All Permits	June 30, 2017
Award Contracts	July 15, 2017

### **Construction Project Milestones**

<b>Phase/Component</b>	<b>Start Date</b>	<b>End Date</b>
Demolition	July 15, 2017	July 31, 2017
Site and Building Construction	August 1, 2017	June 1, 2018

**TAB 8-A.**  
**CONSTRUCTION SCHEDULE**

*West Scranton Revitalization Project*

*City of Scranton, Lackawanna County*

## **TAB 8-A. CONSTRUCTION SCHEDULE**

### **Construction Project Milestones**

<b>Activity Commencement</b>	<b>Date</b>
Demolition	July 15, 2017
Excavation	July 15, 2017
Masonry/Concrete	July 15, 2017
Therapy Pool	August 1, 2017
Steel Framing	September 1, 2017
Wood Framing	September 1, 2017
Roofing	October 1, 2017
Elevator	November 1, 2017
Streetscape	November 1, 2017
Insulation	November 1, 2017
Doors/Windows	November 1, 2017
Sidewalks	November 1, 2017
Façade Upgrades	December 1, 2017
Exterior Finishes	December 1, 2017
HVAC	December 1, 2017
Electrical	December 1, 2017
Plumbing	December 1, 2017
Drywall	February 1, 2018
Second Floor Finishes	April 1, 2018
Painting	April 1, 2018
Floor Finishes	May 1, 2018

**TAB 8-B.**  
**BID DOCUMENTATION**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

**TO BE PROVIDED AT A LATER DATE**

**TAB 8-C.**  
**CONSTRUCTION RELATED DOCUMENTATION**

*West Scranton Revitalization Project*

*City of Scranton, Lackawanna County*

**TO BE PROVIDED AT A LATER DATE**

**TAB 9.**  
**PROJECTED CASH FLOW SCHEDULE**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

# Cash Flow Forecast

Project Name: West Scranton Revitalization Project  
Date of Forecast: March 9, 2017

Source of Funds	Forecasted Revenue															Check Should = 0
	RDA-300 Amounts	Received to Date	Balance	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
RACP Grant	2,500,000		2,500,000	455,000	204,500	113,500	93,700	513,700	511,500	362,800	55,800	72,200	116,300			
Bank-Permanent Funds	1,974,000		1,974,000	1,043,852	71,473	53,068	50,214	107,060	107,533	95,430	45,804	46,053	55,329	142,973	86,961	86,250
Project Property Equity	1,015,000		1,015,000													
City of Scranton CDBG	250,000		250,000										25,000	225,000		
Total Source of Funds	5,739,000	0	5,739,000	2,513,852	275,973	166,568	143,914	620,760	619,033	458,230	102,604	120,253	196,629	367,973	86,961	66,250
Use of Funds	Forecasted Expenditures															Check Should = 0
	RDA-301 Amounts	Expended to Date	Balance	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
Administration	25,000		25,000	12,500	6,250											
Legal/Professional	245,000		245,000	122,500	12,250	12,250	12,250	12,250	12,250	12,250	12,250	12,250	12,250	12,250		6,250
Financing/Accounting	95,000		95,000	47,500	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750		
Architectural/Engineering	90,000		90,000	90,000												
Permits	25,000		25,000	25,000												
Land	1,837,500		1,837,500													
Land Closing Costs	50,000		50,000													
R/E Appraisal	4,500		4,500													
Construction+Contingency	2,858,500		2,858,500	199,850	232,550	129,250	106,450	593,150	581,275	420,325	64,550	82,050	158,400	228,200	22,450	60,000
Phase I Environmental	14,500		14,500													
Real Estate Commissions	200,000		200,000	100,000										100,000		
Interest Expense	129,000		129,000	5,202	5,373	5,518	5,664	5,810	5,958	6,105	6,254	6,403	6,429	6,973	63,311	
Construction Management	165,000		165,000	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	14,800	15,800	1,200	
Total Use of Funds	5,739,000	0	5,739,000	2,513,852	275,973	166,568	143,914	620,760	619,033	458,230	102,604	120,253	196,629	367,973	86,961	66,250

Monthly Cash Flow

0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financing:																
Cumulative Source of Funds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Use of Funds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Line of Credit - Outstanding Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest estimated at 8.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**TAB 10.**  
**RDA-300 FORM (SOURCES OF FUNDS)**

*West Scranton Revitalization Project*

*City of Scranton, Lackawanna County*

<h1 style="margin: 0;">RDA-300</h1>		<b>Commonwealth of Pennsylvania</b> <b>REDEVELOPMENT ASSISTANCE CAPITAL PROJECT</b> <b>SOURCES OF FUNDS</b>					Date Received  ME No.  State Consultant Firm	
The latest status of this project is: <input type="checkbox"/> Business Plan <input 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 type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION No. <u>1</u> <input type="checkbox"/> AMENDMENT					Version: June 2016	
<b>PROJECT INFORMATION</b>								
PROJECT NAME		West Scranton Revitalization Project				PROJECT PHASE		I   OF   I
GRANTEE		City of Scranton						
SUB-GRANTEE(S)		Main Swetland LLC						
County	Municipality	Municipal Population	Legislative Districts		RACP Construction Schedule			
Lackawanna	City of Scranton	75,809	House 113	Senate 22	Start Date 5/1/17	End Date 6/1/18	Duration in months 13 months	
<b>OFFICIAL CONTACT PERSONS</b>								
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.	24-6000704		Name & Title		Linda B. Aebli, Executive Director			
Name & Title	William Courtright, Mayor		Organization		Office of Econ and Community Development			
Organization	City of Scranton		Address		340 North Washington Avenue Scranton, PA 18503			
Address	340 North Washington Avenue Scranton, PA 18503		Phone		(570) 348-4216			
Phone	(570) 348-4100		Email address		laebli@scrantonpa.gov			
Email address								
<b>FUNDING SOURCES</b>								
Type	Amount	Description				Secured?	Unsecured? or Other?	
REDEVELOPMENT ASSISTANCE FUNDS	\$2,500,000							
MATCHING FUNDS	\$3,239,000							
A. Local Funds								
B. Private Funds	\$1,974,000	Bank - Permanent Funds				Yes		
C. Land	\$1,015,000	Project Property Equity				Yes		
Attach Appraisal								
D. Federal Funds	\$250,000	City of Scranton CDBG Grant				Yes		
E. Other								
TOTAL FUNDS	\$5,739,000							
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								
<b>PROJECT ADMINISTRATION</b>								
Will the Applicant administer the project?			Will the Applicant designate a Project Administrator?			Other?		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Administrators:			Applicant's Staff    Linda B. Aebli Sub-Applicant's Staff    Paul Colarossi - Ashburn Advisors, LLC Designated Administrator    Ashburn Advisors LLC - Chris Cawley (570) 954-8727					
Are Cooperation Agreements attached?			Status: In Process					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
<b>APPLICANT'S AUTHORIZATION</b>								
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						Date		

**TAB 10-A and 10-B RDA-300 FORM (SOURCES OF FUNDS)**

**DOCUMENTATION OF MATCHING FUNDS**

**DOCUMENTATION OF INTERIM/BRIDGE FINANCING**

In regard to matching funds and interim/bridge financing, the Subgrantee is in the process of securing term sheets and financial commitments from local lending institutions and agencies. These documents will be forwarded to the Grantee and PA Office of the Budget as soon as possible.

**TAB 11.**

**RDA-301 FORM (SOURCES OF FUNDS)**

**AND IDENTIFICATION AND QUALIFICATION OF**

**COST ESTIMATOR**

*West Scranton Revitalization Project*

*City of Scranton, Lackawanna County*

<h1 style="margin: 0;">RDA-301</h1>		<b>Commonwealth of Pennsylvania</b> <b>REDEVELOPMENT ASSISTANCE CAPITAL PROJECT</b> <b>USES OF FUNDS</b>			Date Received  ME No.  State Consultant Firm	
The latest status of this project is: <input type="checkbox"/> Business Plan <input 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 type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION No. <u>1</u> <input type="checkbox"/> AMENDMENT			Version: June 2016	
<b>PROJECT NAME</b>		West Scranton Revitalization Project			<b>PROJECT PHASE</b> <b>I</b> <b>OF</b> <b>I</b>	
<b>GRANTEE</b>		City of Scranton				
<b>SUB-GRANTEE(S)</b>		Main Swetland LLC				

LINE ITEM	BUDGET CATEGORY	RACP REIMBURSEMENT	MATCH ONLY	TOTAL
1	Operation & Maintenance	Typical Match		
2	Administration	Typical Match	\$25,000	\$25,000
3	Legal /Professional	Typical Match	\$245,000	\$245,000
4	Financing/Accounting	Typical Match	\$95,000	\$95,000
5	Interest During Construction			
6	Architectural/Engineering	Typical Match	\$90,000	\$90,000
	A. Feasibility Study	Typical Match		
	B. Surveys	Typical Match		
	C. Design	Typical Match		
	D. Inspection Services	Typical Match		
	E. Other (Specify)	Typical Match		
7	Permits		\$25,000	\$25,000
8	Land (if used, entries A., B., or C. below should reflect the <i>[planned]</i> ownership <i>at commencement of the RACP project construction</i> )			
	A. Grantee owned (value)			
	B. Sub-Grantee owned (value)	\$455,000	\$1,382,500	\$1,837,500
	C. 3rd Party owned (value)			
	D. Easement Cost			
	E. Other Land Costs (Specify & itemize below)			
	i. Closing Costs		\$50,000	\$50,000
	ii. Appraisal		\$4,500	\$4,500
	iii.			
9	Construction (Attach construction cost breakdown)	\$2,045,000	\$513,500	\$2,558,500
	A. Contingency ( <u>12</u> % of Construction )	Typical Match	\$300,000	\$300,000
10	Other (Specify & itemize below)			
	A. Phase I Environmental		\$14,500	\$14,500
	B. Real Estate Commissions		\$200,000	\$200,000
	C. Interest Expense		\$129,000	\$129,000
	D. Construction Management		\$165,000	\$165,000
<b>TOTAL PROJECT COST</b>		<b>\$2,500,000</b>	<b>\$3,239,000</b>	<b>\$5,739,000</b>

APPLICANT'S AUTHORIZATION			COMMONWEALTH'S APPROVAL	
Approval of the Project Financing Plan is hereby requested.			The Project Financing Plan is hereby granted.	
SEAL	Applicant		<b>Commonwealth of Pennsylvania</b> <b>Office of the Budget</b>	
	Signature of Authorized Official		Signature of Authorized Official	
	Title		Title	
	Typed or Printed Name		Typed or Printed Name	
	Date		Date	

Updated 3-9-2017

**West Scranton Revitalization Project - RDA 301 Backup**

**Line 2 Administration**

Administration	<u>25,000</u>	25,000
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**Line 3 Legal**

Legal/Professional	<u>245,000</u>	245,000
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**Line 4 Financing/Accounting**

Financing/Accounting	<u>95,000</u>	95,000
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**Line 6 Architectural/Engineering**

Architect Fee	<u>90,000</u>	90,000
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**Line 7 Permits**

Building Permit Cost	<u>25,000</u>	25,000
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**Line 8 Land**

Real Estate Acquisition (Parcel 1 - Under Contract)	555,000	
Real Estate Acquisition (Parcel 2 - Under Contract)	180,000	
Real Estate Acquisition (Parcel 3 - Under Contract)	87,500	
Land Equity	<u>1,015,000</u>	1,837,500

**Line 8E Other Land Costs**

Closing Costs	50,000	
Appraisal Fees	<u>4,500</u>	54,500

**Line 9A Construction**

See Page Two	<u>2,558,500</u>	2,558,500
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**Line 9B Construction Contingency**

Construction Contingency	<u>300,000</u>	300,000
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**Line 10A Phase I Environmental**

Phase I Environmental	<u>14,500</u>	14,500
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**Line 10B Real Estate Commissions**

Real Estate Commissions	<u>200,000</u>	200,000
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**Line 10C Interest Expense**

Interest Expense	<u>129,000</u>	129,000
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**Line 10D - Construction Management**

Construction Management	<u>165,000</u>	165,000
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Totals		<u>5,739,000</u>
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Match Needed		<u>3,239,000</u>
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**West Scranton Revitalization Project  
Construction Budget**

**March 9, 2017**

General Conditions	25,000
Demolition	275,000
Excavation	15,000
Renovation of Existing Building	28,000
Masonry/Concrete	90,000
Steel Framing	30,000
Wood Framing	165,000
Insulation	50,000
Roofing	70,000
Drywall	120,000
Doors/Windows	125,000
Facade Upgrades	87,500
Exterior Finishes	180,000
Site/Sidewalks	436,619
Paint/Intumescent	95,000
Floor Finishes	65,000
HVAC	105,000
Electrical	105,000
Plumbing	65,000
Pool	28,000
Elevator	60,000
Streetscape	238,381
2nd Floor Finishes	100,000
<b><u>Total Project Construction</u></b>	<b><u>2,558,500</u></b>

**TAB 11. RDA-300 FORM (SOURCES OF FUNDS)**

**IDENTIFICATION AND QUALIFICATION OF PROJECT COST ESTIMATOR**

Project costs were prepared by Emmett P. Mancinelli, P.E., principal of E.P. Mancinelli & Associates, located at 625 East Drinker Street, Dunmore, Pennsylvania. Mr. Mancinelli's Curriculum Vitae is attached.

**EMMETT P. MANCINELLI, P.E.**  
625 East Drinker Street Dunmore, Pennsylvania 18512  
Phone: (570) 341-0914

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**CURRICULUM VITAE**

**REGISTRATION** Professional Engineer-Pennsylvania, PE-040642-E

**EDUCATION**

Bachelor of Science, Mechanical Engineering, Pennsylvania State University, 1985  
Graduate course in Safety Systems Engineering, Pennsylvania State University, 1993  
Center for Professional Advancement, Brunswick, NJ, several continuing education seminars.  
Bucks County Community College/PA Fire Academy, Fire Arson Detection Seminar

**ENGINEERING EXPERIENCE**

**January 1994 - Present, E.P. Mancinelli & Associates, P.C.**

Started engineering firm offering primarily mechanical structural and civil engineering and related services. The services offered include mechanical and structural building component design, building design modification various machine, machinery support designs, road design, site grading and erosion and sedimentation control plan preparation. Within these projects are various responsibilities including drawing and bid document preparation, project scheduling, estimating and management of CAD personnel and field supervision of construction personnel.

**1985- 1993- Azko Salt Incorporated**

In the position of project engineer, the function was the design and analysis of bulk material processing systems, building structures and heating ventilation and air conditioning systems employing mechanical, chemical and structural engineering techniques for project costing up to \$6 million. Secondary functions were project budgeting, scheduling and supervision of CAD and equipment installation personnel.

**REFERENCES**

Available upon request.

**EMMETT P. MANCINELLI, P.E.**  
625 E. Drinker Street, Dunmore, Pennsylvania 18512  
(570) 341-0914

**QUALIFICATIONS**

**REGISTRATION**      Professional Engineer - Pennsylvania, PE-040642-E

**EDUCATION**

Bachelor of Science, Mechanical Engineering, Pennsylvania State University, 1985  
Graduate course in Safety Systems Engineering, Pennsylvania State University, 1993  
Center for Professional Advancement, Brunswick, New Jersey, several continuing education seminars  
Bucks County Community College/PA Fire Academy, Fire Arson Detection Seminar

**ENGINEERING EXPERIENCE**

January 1994 - Present, E. P. Mancinelli, & Associates, P. C.

Started engineering firm offering primarily mechanical structural and civil engineering and related services. The services offered include mechanical and structural building component design, building design, road design, land development, site grading and erosion and sedimentation control plan preparation, stormwater design, and environmental permitting. Within these projects are various responsibilities including drawing and bid document preparation, project scheduling, estimating and management of CAD personnel and field supervision of construction personnel.

**PROJECT EXPERIENCE - E. P. MANCINELLI, & ASSOCIATES, P. C.**

Aventis-Pasteur - Site Wide Stormwater Management Study.  
Glen Meadows Subdivision, Covington Township, Pa - 280 acre residential subdivision.  
Stroud West Land Development - Retail Center in Stroud Township  
Latimer Chiropractic Land Development - Carbondale, Pa - Medical Office  
DeCarli Dental Office Land Development - Archbald, Pa. - Medical Office  
Burdyn Dental Office Land Development - Dickson City, Pa. - Medical Office  
Icebox Ice Rink Land Development, Scranton, Pa - Retail/Recreation Center.  
Icebox Ice Rink Land Development, Jenkins Township, Pa - Recreation Center.  
Local School Districts - Abington Heights, Scranton, Mid Valley  
Grant Projects - Carbondale Technology Transfer Center, West Scranton  
Redevelopment Project

**REFERENCES**

Available upon request

**TAB 11-A. RDA-300 FORM (SOURCES OF FUNDS)**

**CONSTRUCTION COST BREAKDOWN**

**SEE ATTACHED**

**West Scranton Revitalization Project  
Construction Budget**

**March 9, 2017**

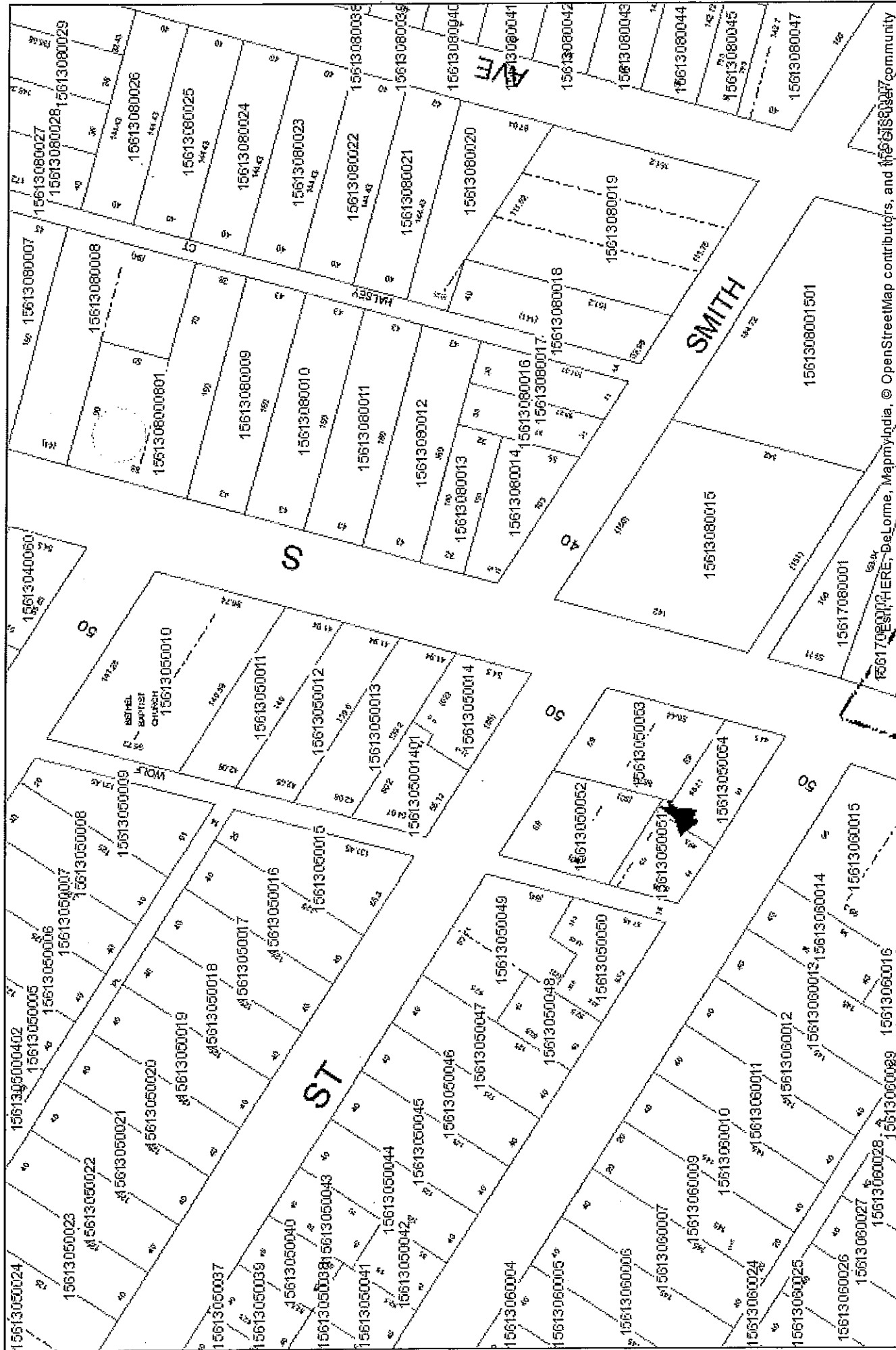
General Conditions	25,000
Demolition	275,000
Excavation	15,000
Renovation of Existing Building	28,000
Masonry/Concrete	90,000
Steel Framing	30,000
Wood Framing	165,000
Insulation	50,000
Roofing	70,000
Drywall	120,000
Doors/Windows	125,000
Facade Upgrades	87,500
Exterior Finishes	180,000
Site/Sidewalks	436,619
Paint/Intumescent	95,000
Floor Finishes	65,000
HVAC	105,000
Electrical	105,000
Plumbing	65,000
Pool	28,000
Elevator	60,000
Streetscape	238,381
2nd Floor Finishes	100,000
<b><u>Total Project Construction</u></b>	<b><u>2,558,500</u></b>

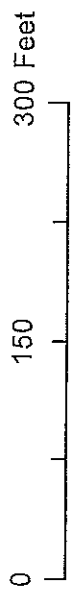
**TAB 11-B. RDA-300 FORM (SOURCES OF FUNDS)**

**SITE CONTROL DOCUMENTATION**

**(Sales Agreement – Parcel 1)**

156.13-050-U14





Date: 9/26/2016

Disclaimer:  
The County of Lackawanna makes no representations, either expressed or implied, regarding the information contained on this

## AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") is made this 20<sup>th</sup> day of September, 2016 (the "Agreement Date"), by and between William Gilchrist (collectively the "Seller") and Main Sweetland LLC and/or its assigns (the "Purchaser").

### WITNESSETH

A. Seller is the owner of those certain parcels or tracts of land located at 1146-1148, Scranton Pennsylvania bearing Tax Map # \_\_\_\_\_ and more particularly described in the Office of the Recorder of Deeds of Lackawanna County in Deed Book Deed Book \_\_\_\_\_ at Page \_\_\_\_\_ which is attached hereto and incorporated herein as Exhibit "A" (the "Land"),

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. SALE OF PREMISES. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer and convey to Purchaser and Purchaser hereby agrees to purchase from Seller the following (collectively, the "Property"):

(A) Realty. The realty (the "Realty"), including the Land, the Building and other improvements set forth thereon, and all rights and appurtenances pertaining thereto, including but not limited to:

(1) All right, title and interest, if any, of Seller in and to any land in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land;

(2) All right, title and interest, if any, of Seller in and to any rights-of-way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining any part of the Land, any and all awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of the grade of any such highway, street, road or avenue;

(3) All right, title and interest, if any, of Seller in and to any easements adjacent to or serving the Realty;

(4) All sewage treatment capacity, water capacity and other utility capacity allocated by any public or private utility to serve the Realty; and

(5) Any reversionary rights attributable to Seller with respect to the Realty;

(6) All right title and interest, if any, of the Seller in and to the following related to the Land: (i) coal and mineral rights; (ii) subsurface rights; (iii) rights of lateral support or so called third estate (the "Subsurface Rights"); and

(B) Plans. All of Seller's right, title and interest in and to all plans, drawings, specifications, surveys, engineering, inspection or similar reports and other technical descriptions relating to the Realty (collectively, the "Plans"), to the extent assignable; and

(1) Government Permits. All governmental permits including, but not limited to all governmental permits, approvals or licenses granted with respect to the ownership, construction, use, occupancy and operation of the Realty to the extent assignable under applicable law (the "Incidental Rights").

2. PURCHASE PRICE. Purchaser shall pay in exchange for the Property the sum of Five hundred and fifty thousand and 00/100 Dollars (\$ 550,000.00) (the "Purchase Price") (subject to reimbursements and apportionments as contained herein).

3. MANNER OF PAYMENT OF PURCHASE PRICE. The Purchase Price shall be paid as follows:

(A) Deposit. As of the date of this Agreement executes this Agreement (the "Agreement Date"), Purchaser shall deliver to SELLERS a check in the amount of ONE THOUSAND and 00/100 Dollars (\$ 1,000.00). This Deposit is NON-REFUNDABLE.

(B) Payment of Balance of Purchase Price. At Closing, Purchaser shall pay to Seller the Purchase Price minus the Deposit subject to adjustments and apportionments set forth in this Agreement) by wire transfer of immediately available federal funds. Seller shall deliver to Title Company wiring instructions not later than five (5) days before the Closing Date (as hereinafter defined).

4. INVESTIGATION PERIOD.

(A) Investigation. Purchaser shall have a period commencing on the Agreement Date and expiring at five o'clock p.m. Seven (7) calendar days after the Agreement Date (the "Investigation Period") to cause one or more of Purchaser's experts to inspect and otherwise do that which in the opinion of Purchaser is prudent to determine the suitability of the Property for the uses intended by Purchaser (the "Investigation"). This Investigation shall include normal and customary due diligence including but not limited to surveys, title examination, environmental inspections, soil inspections, structural inspections, zoning approvals, subdivision and reverse subdivision approvals (including obtaining approvals for any intended use of the Property by Purchaser) and to determine compliance with applicable governmental laws, rules, regulations, and ordinances. As part of the Investigation, Purchaser shall have the right to cause to be performed such environmental testing or environmental investigation of the Property as Purchaser shall deem necessary by a competent environmental engineer or environmental consultant selected by Purchaser, provided, however, that Purchaser shall not have any right to conduct invasive Phase II testing of soils without the express permission of Seller which shall be conditioned upon Seller's approval of the scope of the Phase II testing plan. Purchaser shall hold Seller harmless and shall indemnify Seller against any and all claims, including costs, fees, expenses and reasonable attorney's fees for or in respect to injuries (including death) or damage of any kind to the person or property of Seller, Purchaser or any other person caused by or in connection with Purchaser's Investigation. However, in the event that such injury, death or damage is caused by the negligent or willful act or omission of Seller or any agent, servant, employee or representative thereof, Seller shall be liable therefor. Purchaser, prior to any entry onto the Property, shall provide Seller with a certificate of insurance from a reputable insurance company covering such indemnification obligations of Purchaser, naming Seller as an additional insured.

(B) Cooperation by Seller. The Seller shall cooperate fully with the Purchaser with respect to the Investigation and shall not act in any manner to hinder, obstruct, delay or prevent the same. The Seller shall deliver to the Purchaser on the Agreement Date copies of all environmental reports, governmental permits and

approvals, evaluations, surveys, analyses, plans, engineering data, review letters, investigations and documents in the Seller's possession and all notes and correspondence related thereto, together with all written consents necessary for Purchaser to use the same. In addition, Seller shall deliver to Purchaser such other information in Seller's possession concerning the Property (including information regarding the construction of the Building on the Property) as may be reasonably requested by Purchaser and Seller can reasonably deliver within three (3) days after request therefore by Purchaser

(C) **Termination Right.** If, at any time prior to the expiration of the Investigation Period, Purchaser determines that it is not satisfied with the results of the Investigation, including, but not limited to any condition unacceptable to Purchaser revealed in a survey, title examination, environmental inspection, soil inspection, structural inspection, as well as the inability to obtain zoning, subdivision and/or reverse subdivision approvals for Purchaser's intended use of the property or the status of any other condition of the Property, whether known or unknown on the Agreement Date, and notifies Seller in writing of its election to terminate this Agreement, this Agreement shall, without any further action by either Purchaser or Seller, become null and void and of no further force and effect, in which event Escrow Agent shall return the Initial Deposit to Purchaser, and all parties to this Agreement shall be released from all further liability or obligation hereunder.

(D) **Option to Extend Investigation Period.** So long as Purchaser is making a good faith effort to obtain the necessary funding for the Property, Purchaser shall have a right to extend the Investigation Period Sixty (60) calendar days so long as at least five (5) days prior to the expiration of the initial One Hundred and Twenty (120) period, Purchaser provides Seller with written notice of its desire to exercise the option to extend.

## 5. **TITLE/SURVEY.**

(A) **Title Report/Survey.** Seller shall deliver to Purchaser the most recent copy of the survey of the Property (the "Survey"), if any, is in the possession of Seller. A search of title to the Property shall be promptly made by a Pennsylvania licensed title insurer of Purchaser's choice, and upon receipt of the title commitment (the "Title Report"), Purchaser shall furnish Seller a copy thereof, together with copies of any matters which are listed as exceptions on the Title Report. Simultaneously, with the delivery of the Title Report to Seller, Purchaser shall notify Seller in writing of any exceptions appearing on the Title Report or matters shown on the updated Survey which are unsatisfactory to Purchaser (the "Title Objections"). Within ten (10) days after receipt of the Title Objections, the Seller shall notify the Purchaser in writing of which Title Objections, if any, that Seller is unwilling or unable to cure or cause to be removed as an exception to Purchaser's title policy (the "Seller's Title Response"). Within ten (10) days after receipt of the Seller's Title Response, the Purchaser shall either: (i) waive such Title Objections as Seller is unable or unwilling to cure or cause to be removed as an exception to Purchaser's title policy, or (ii) terminate this Agreement by giving written notice thereof to Seller, in which event the Escrow Agent shall refund the Deposit to the Purchaser, this Agreement shall be null and void, and neither of the parties shall have any further obligations or liability under this Agreement. If Purchaser fails to terminate this Agreement pursuant to the preceding sentence, Purchaser shall be deemed to have waived any Title Objections which Seller has expressly stated in Seller's Title Response that Seller is unwilling or unable to cure or cause to be removed as an exception to Purchaser's title policy. Notwithstanding the foregoing, Seller shall, at Closing, have an affirmative obligation to cure and remove all monetary liens or encumbrances which are recorded against the Property, including, but not limited to, mortgages or other liens securing financing, mechanics liens, judgments and delinquent taxes, assessments and sewer and water charges.

(B) **Status of Title.** The Property (exclusive of the Subsurface Rights) is to be conveyed to Purchaser free and clear of all liens, encumbrances, easements, restrictions and agreements excepting with respect to the Realty only the Permitted Exceptions (hereinafter defined). With the exception of the Permitted Exceptions, and the Subsurface Rights, title to the Realty shall be good and marketable and such as will be insured by a licensed Pennsylvania title insurer at its regular rates for regular risks pursuant to the standard

stipulations and conditions of the most current version of an ALTA policy of owner's title insurance. Seller shall furnish such customary title affidavits and other documents as the Title Company may require for the removal of standard title objections. "Permitted Exceptions" as used herein shall mean the following:

(1) Any exceptions originally appearing in the Title Report which are not objected to in writing by the Purchaser to the Seller or which are objected to, but such objection is thereafter waived in writing by the Purchaser or deemed waived pursuant to Section 5.A above.

(C) Inability to Convey Title. If Seller is unable to convey title at Closing in accordance with the requirements of this Agreement, Purchaser shall have the option:

(1) Of taking such title to the Property as Seller is able to convey, with abatement of the Purchase Price in the amount (fixed or ascertainable) of any liens or encumbrances on the Property; or

(2) Of terminating Purchaser's obligations under this Agreement and having the Deposit returned to Purchaser, in which event this Agreement shall be null and void and neither party shall have any further obligations hereunder.

(3) Notwithstanding the foregoing, if title to the Realty is not as described in Section 5.B hereof by reason of any willful act or omission of Seller subsequent to the Agreement Date, or by reason of the failure of Seller to pay or discharge any monetary liens, the same shall constitute a breach by Seller and Purchaser shall be entitled to pursue all remedies available to Purchaser at law or in equity.

6. COVENANTS OF SELLER. Seller covenants that it will:

(A) Inspection. Prior to the Closing Date, permit Purchaser and Purchaser's agents and employees to inspect the Property from time to time at reasonable times for the investigation including the performance of environmental testing and investigations.

(B) Lease. Without the prior written consent of Purchaser, not enter into any contract, lease, easement, license or other Agreement affecting or encumbering the Property which cannot be terminated at Closing without charge, cost, penalty or permission;

(C) Creation of Title Imperfections. Other than the Permitted Exceptions, between the Agreement Date and the Closing Date, not permit any liens, easements, encumbrances or other clouds on the title to the Realty to be created (the "Title Imperfections"). If Seller creates or permits any Title Imperfections to be created in violation hereof, Seller shall promptly remove them prior or on the Closing Date;

(D) Satisfaction of Liens. Prior to or at Closing, satisfy any liens or encumbrances which exist against the Property on the Closing Date which may be satisfied by the payment of money, either by such payment or by depositing in escrow with the Title Company so much of the Purchase Price as will cause Purchaser's title insurer to insure Purchaser against any loss which is caused to Purchaser because of the existence of such liens or encumbrances;

(E) Notice of Suits. Promptly deliver to Purchaser copies of any written notice received by Seller regarding all actions, suits or other proceedings affecting the Property, or the use, possession or occupancy thereof, which may adversely affect Purchaser or the Property;

(F) Environmental and Other Notices. Promptly deliver to Purchaser copies of written notices received by Seller of releases of hazardous substances or actual or threatened condemnation of the Property, or any portion thereof, given Seller on behalf of any federal, state or local agency;

(G) Taxes. Timely and properly file all state and federal tax reports and pay all taxes due when and as required which are not being disputed or contested in good faith;

7. REPRESENTATIONS AND WARRANTIES.

(A) Representations and Warranties of Seller. In order to induce Purchaser to enter into this Agreement and with full knowledge that Purchaser is relying thereon, Seller hereby warrants and represents to Purchaser as follows:

(1) Power to Perform. Seller has full power and authority to enter into and fulfill Seller's obligations under this Agreement. The execution of this Agreement by Seller constitutes a valid and binding obligation of Seller in accordance with its terms and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. All documents executed by Seller which are to be delivered to Purchaser at the Closing will be executed and delivered by Seller and will be legal, valid and binding obligations of Seller, and will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(2) Accuracy of Documentation. All books and records or other documentation delivered to Purchaser pursuant to this Agreement or in connection with the execution hereof are, to the best of Seller's knowledge, true, complete and correct copies. Prior to the expiration of the Investigation Period, Seller will, or shall have delivered to Purchaser, all documents and information relating to the Property of which Seller has knowledge which have or may have any material economic impact on the transaction contemplated hereby or on the operation and condition of the Property.

(3) Contracts. There are not now, nor will there be on the Closing Date, any contracts or agreements (including, without limitation service contracts and/or management agreements), written or oral, to which Seller is a party which affect the Property other than those attached hereto and made a part hereof as Exhibit "B". All amounts due under any such contracts for any work or improvements respecting the Property shall have been paid by Seller on or prior to the Closing Date. (From the Agreement Date through the Closing Date, Seller shall not modify or terminate any of said contracts without Purchaser's prior written consent).

(4) Leases. There are no oral or written leases or rights of occupancy for any portion of the Property other than those set forth in Exhibit "B"

(5) Zoning Classification. The current zoning classification of the Realty is commercial under the applicable zoning ordinance.

(6) Assessed Valuation. There is no proceeding pending for the adjustment of the assessed valuation of all or any portion of the Property; there is no abatement in effect with respect to all or any portion of the real estate taxes; the real estate tax bills furnished by Seller to Purchaser are accurate and complete copies of all bills for taxes levied against or on account of the Property or any rent or income from the Property for the last three (3) full calendar years to the extent available, and for the current calendar year to date.

(7) Assessments. Seller has received no notice of any pending special assessment with respect to any portion of the Property, or become aware of any special assessment being contemplated. Any special municipal assessments levied between the Agreement Date and the Closing Date shall be paid by Seller.

(8) Condemnation. There is no condemnation proceeding with regard to the Property and Seller does not know of any proposed condemnation proceeding with regard to all or any portion of the Property.

(9) Litigation. There is not now any action, proceeding, litigation or investigation pending or, to the best of Seller's knowledge, threatened against Seller or the Property, or any basis therefor, that arises out of the ownership of the Property or that may affect the use, occupancy or operation of the Property for its present purpose or the value of the Property, or affect the ability of Seller to perform its obligation under this Agreement, or which questions the validity or enforceability of this Agreement.

(10) Foreign Person. Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.

(11) Environmental Matters.

(1) Seller has no knowledge of the application, use, treatment, production, generation, discharge, disposal, release or storage on, from or onto the Property, or any lot or property adjacent thereto, of any Hazardous Material (as hereinafter defined). "Hazardous Material" as used herein means and includes any petroleum, hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund or superlien" law or any other federal, state or local statute, law, ordinance, code, rule, regulations, order, decree or other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now in effect and applicable to the Property. To the best of Seller's knowledge, the Building and all other improvements and fixtures constituting any portion of the Property do not contain any hazardous building materials or toxic substances including without limitation, friable asbestos or any other substance containing asbestos and being hazardous by federal or state regulations regulating such material, lead-based paints or PCBs except to the extent permitted by applicable laws. Seller has no knowledge of any underground storage tanks at the Property. If any Hazardous Material is discovered at the Property in violation of applicable law prior to the Closing Date and Seller does not agree to remedy such condition to Purchaser's reasonable satisfaction at Seller's sole cost, Purchaser shall have the right to terminate this Agreement by written notice to Seller and to be refunded the Deposit.

(2) Purchaser agrees that it will not with respect to the Property prior to the applicable Closing Date report to, notify or otherwise communicate with the United States Environmental Protection Agency ("EPA") or the Pennsylvania Department of Environmental Protection ("DEP") or any other party regarding any activities or conditions relating to the condition of the Property without the prior knowledge and consent of the Seller, unless:

i. An activity or condition related to the Property presents an emergency or imminent hazard to human health or the environment and notification by the Purchaser to EPA or DEP is required by applicable law; and

ii. The Purchaser is unable to contact the Seller within the time required by law for the Purchaser to give such notice to EPA or DEP.

(12) Notices. Seller has not received and has no actual knowledge of any notices of any violation of any law, order or requirement issued by any municipal or other public authority against or affecting all or any portion of the Property with regard to any work or improvements done or ordered by such authority to be done either before or after the Agreement Date. Seller has not received and has no actual

knowledge of any notice or request from any insurance company or board of insurance underwriters (or similar organization) requesting the performance of any work or the correction of any conditions concerning the Property.

(13) Utilities. The Property is serviced by public water, sewer, gas and electric.

(14) Governmental Certificates. All certificates of occupancy necessary for operation of the Property as presently conducted, have been issued by all authorities having jurisdiction thereof and all such certificates of occupancy are in full force and effect. Seller has not received any written notice of suspension or cancellation of any certificate of occupancy;

(15) Historic Property. The Property has not been registered or certified as "historic" by any local, state or federal government entity or historic commission;

(16) Public Roads. All roads abutting the Property are dedicated public roads and a Deed to be delivered to Purchaser at Closing hereunder is the only instrument necessary to convey to Purchaser all rights appurtenant to the Property in such roads;

(17) Fee Ownership. Seller holds, or at the time of Closing will hold, for simple title to the Property.

(B) Representations and Warranties of Purchaser. In order to induce Seller to enter into this Agreement, and with full knowledge that Seller is relying thereon, Purchaser hereby warrants and represents to Seller as follows: (i) this Agreement is duly authorized, executed and delivered by Purchaser, constitutes the legal and valid binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which it is subject; (ii) all documents executed by Purchaser which are to be delivered to Seller at the Closing will be duly authorized, executed and delivered by Purchaser, and will not violate any provisions of any agreement or judicial order to which Purchaser is a party or to which it is subject; (iii) that Purchaser shall provide truthful and complete information to any prospective lending institution in connection with any application for financing of the Purchase Price; (iv) that Purchaser's obligations under this Agreement are not conditioned or contingent upon the sale of any real or personal property that is not the subject of this Agreement.

(C) Representations and Warranties to Survive Closing. Each of the representations and warranties of the respective parties contained herein or made in writing pursuant to this Agreement, shall be true and correct as of the Agreement Date and as of the Closing Date and shall survive the execution and delivery of this Agreement and Closing.

8. FIRE OR OTHER CASUALTY. Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If on or prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall immediately give written notice thereof with specificity to Purchaser, and Purchaser shall have the right, at its sole option, of terminating this Agreement and being released from all liabilities and obligations hereunder, in which event the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of such damage. If notice of such damage is received by Purchaser and Purchaser fails to deliver written notice to Seller of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Agreement. If Purchaser does not terminate this Agreement, the proceeds of any insurance paid between the Agreement Date and the Closing Date, not utilized to repair and restore the Realty or other Property, shall be paid to Purchaser on the Closing Date, together with the deductible amount, if any, under Seller's casualty

insurance policy and Seller shall assign to Purchaser all rights Seller has to any future insurance proceeds arising from such casualty, without in any manner affecting the Purchase Price.

9. **CONDEMNATION.** If on or prior to the Closing Date, all or any portion of the Property is taken by eminent domain or a notice of any eminent domain proceeding with respect to the Property or any part thereof is received by Seller, Seller shall immediately give written notice thereof with specificity to Purchaser. If such taking adversely affects the Property in the sole determination of Purchaser, Purchaser shall have the option to complete the purchase hereunder, or terminate this Agreement, in which event this Agreement shall be null and void and the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of eminent domain proceedings. If notice of condemnation is received by Purchaser and Purchaser fails to deliver written notice of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Agreement. If Purchaser elects (or is deemed to have elected) to complete the purchase of the Property hereunder, the purchase shall be completed in accordance with this Agreement, except at the Closing Seller shall pay, assign and transfer to Purchaser all proceeds from such proceedings theretofore received by Seller with regard to the Property and all rights Seller has to any future proceeds of such eminent domain proceedings with regard to the Property, without in any manner affecting the Purchase Price.

10. **DEFAULT.**

(A) **Purchaser's Default.** Should Purchaser default under any of the terms, covenants or conditions of this Agreement, provided Seller is not in default hereunder, Seller shall have as its sole and exclusive remedy, the right to terminate to receive the entire Deposit as liquidated damages and not as a penalty, such being agreed between Purchaser and Seller to be a necessary condition to this Agreement in order to compensate Seller for expenses and expenditures incurred and made in connection therewith and the damages sustained as a result of withdrawing the Property from the market and otherwise for Purchaser's non-compliance with this Agreement. Thereupon, this Agreement shall become null and void and of no further force and effect and neither party shall have any further rights, liabilities or obligations hereunder.

(B) **Seller's Default.**

(1) **Seller's Inability to Convey Title.** If Seller is unable to convey title at Closing in accordance with the requirements of this Agreement, then, except as set forth in Section 5.C(3) hereof, Purchaser's only remedy shall be to terminate this Agreement by giving written notice to Seller on or before the Closing Date. Purchaser may, nevertheless, accept such title as Seller shall be able to convey in accordance with Section 5.C(1) hereof.

(2) **Breach of Representation, Warranty or Covenant.** If Purchaser has actual knowledge prior to the Closing Date that any of the representations and warranties of Seller are not true and correct or have otherwise been breached or that any of Seller's covenants have been breached, then, except as provided in Section 10.B(3) hereof, Purchaser's sole remedy shall be to terminate this Agreement by giving written notice of such termination to Seller on or before the Closing Date.

(3) **Seller's Intentional Breach.** Notwithstanding anything to the contrary contained in Sections 10.B(1) and 10.B(2) hereof, if Seller's breach of this Agreement results from Seller's intentional default under any of the terms, covenants or conditions of this Agreement, including any intentional breach of a covenant, representation or warranty, Purchaser shall be entitled to pursue all of its rights and remedies at law or in equity, including, without limitation, specific performance. The exercise of (or failure to exercise) any one of Purchaser's rights or remedies under this Subsection shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein.

11. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION.

(A) Conditions Precedent. The obligation of Purchaser to complete Closing hereunder in accordance with this Agreement is contingent upon satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser on or prior to the Closing Date):

(1) Compliance with Covenants. All of the covenants and agreements to be performed by Seller on or prior to the Closing Date under the terms of this Agreement shall have been so performed by Seller.

(2) Seller's Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all respects on the Closing Date as though made on the Closing Date.

(3) Financing. The purchase/sale of the Property is contingent upon the Purchaser or his assignee obtaining financing for the Property in an amount not less than ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$150,000.00). Purchaser has 120 days from date of agreement to obtain financing. In the event Purchaser is not able to obtain financing for the acquisition of the Property and Assets, Purchaser shall declare this Agreement in writing as Null and Void within five (5) days of receiving written notification from a reputable lender and shall be returned the Deposit immediately thereafter, at which time neither party shall have any course of action against one another at law or in equity against one another under this terms and conditions of this Agreement.

(4) Title Policy. An unconditional commitment therefor meeting the requirements of Section 5.B hereof, shall have been issued by the Purchaser's Title Company to Purchaser, provided however, that such condition shall be deemed waived and or satisfied in the event that Seller has performed all of its obligations hereunder with respect to such Title Policy, and such non issuance is the result of any act or failure to act on the part of Purchaser.

(5) No Termination. Purchaser shall not have validly terminated this Agreement in accordance with the terms hereof.

(6) Delivery of Seller's Closing Documents. Seller shall have delivered to Purchaser all Seller's Closing documents pursuant to Section 14.A hereof.

(7) Rights of Termination. In the event that any of the foregoing conditions shall not have been fulfilled or waived on or before the Closing Date, then Purchaser may elect, upon notice to Seller, to terminate this Agreement, in which event the Purchaser shall have the applicable rights available under Section 10.B hereof.

(8) Documents. Within ten (10) days of the Agreement Date, Seller shall deliver to Purchaser to the extent available and in the possession of Seller or her agents:

- i. the latest as-built plans or surveys of the Property prepared by a registered and licensed surveyor, if any;
- ii. a list of all service contracts, if any, with respect to the Property;

iii. copies of the latest environmental reports with respect to the Property which are in Seller's possession, if any, which reports shall be deemed confidential information;

iv. copies of the latest title commitment and title policy with respect to the Property, if any;

v. originals, if reasonably available, of the following instruments (or copies if originals are unavailable), all certified by Seller as true and correct to the best knowledge of Seller:

a. all certificates of occupancy, licenses, plans, permits, authorizations and approvals required by law and issued by all governmental authorities having jurisdiction over the Property;

b. All building records, if any, with respect to the Property; and

c. Each bill of current real estate taxes and bills for the past three (3) years, sewer charges and assessments, municipal services and other utilities, together with proof of payment thereof (to the extent the same have been paid).

## 12. CLOSING.

(A) Closing Date. Closing on the purchase of the Property (the "Closing") shall occur on or before 6 months from date of agreement (herein referred to as the "Closing Date"). Closing shall be held at the Title Company or such other place agreed to by the parties;

(B) Advancing the Closing Date. Purchaser may advance the Closing Date by giving Seller five (5) days prior written notice thereof.

## 13. APPORTIONMENTS AND TRANSFER TAX.

(A) Apportionments. The following apportionments shall be prorated on a per diem basis as of midnight of the day preceding the Closing Date, all of which, to the extent applicable, shall be reflected on a closing statement (the "Closing Statement") executed by Seller and Purchaser on the Closing Date:

(1) Real Estate Taxes. Real estate taxes shall be apportioned on a per diem basis based on the fiscal or calendar year of each taxing authority.

(2) Water, Sewer and Other Utility Charges. Any water or other utility charges assessed against the Property shall be apportioned on a per diem basis based on the billing cycle of such utility.

(3) Transfer Taxes. Any transfer taxes imposed by any governmental authority upon this transaction shall be shared equally by Seller and Purchaser.

## 14. CLOSING PROCEDURE.

(A) Seller's Closing Documents. At or before the Closing, Seller shall deliver to Purchaser, or cause to be delivered to Purchaser the following:

(1) A special warranty deed as is customary in the state in which the Property is located duly executed by Seller conveying good and marketable title to the Realty, subject only to the Permitted Exceptions;

(2) A duly executed Assignment in form acceptable to Purchaser's counsel, all of Seller's right, title and interest in and to any Leases, Plans and Incidental Rights;

(3) Originals or copies, if originals are not available, of building permits, licenses, approvals and certificates of occupancy for the Property and all other documents relating to the Property;

(4) Duly executed certificates required by Section 1445 of the Internal Revenue Code that Seller is not a foreign person within the meaning of said Section 1445;

(5) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered to Purchaser and for which Purchaser has made specific demand not less than five (5) days prior to Closing;

(6) Copies of any other prior documents, instruments, records, correspondence or agreements relating to the Property as the Purchaser's title insurer may reasonably require to insure title;

(7) The Closing Statement executed by Seller;

(8) All keys and combinations to the locks on any Building located at the Property;

and

Seller further covenants that it will at any time, from time to time after Closing hereunder, upon request of Purchaser, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required for the conveying, transferring, assuring and confirming title to the Realty to Purchaser.

(B) Purchaser's Closing Documents. At or before the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following:

(1) An assumption of the Incidental Rights;

(2) The balance of the Purchase Price remaining due at time of Closing;

(3) The Closing Statement executed by Purchaser;

(4) Documents of authority of Purchaser authorizing the transactions contemplated by this Agreement; and

(5) Such other instruments and payments may be reasonably required by the Title Company or otherwise reasonably required to consummate the purchase of the Property in accordance with the terms hereof and for which specific demand not less than five (5) days prior to Closing.

(C) Possession. Possession of the Property shall be delivered by Seller to Purchaser at Closing.

(D) Tender. Formal tender of an executed deed and purchase money is hereby waived.

15. **REAL ESTATE BROKERS.** Seller hereby acknowledges no real estate brokers have participated in this transaction.

16. **BULK SALE.** In the event the sale of the property by the Seller constitutes a "Bulk Sale" under the "Bulk Sale Laws", Seller agrees to comply with said laws and shall give any and all notices to the governmental agencies or authorities required under those certain laws of the Commonwealth of Pennsylvania, in advance of the transfer of the Property by Seller to Purchaser. Seller shall also act in good faith and with reasonable diligence to apply for, obtain and deliver to Purchaser and the Purchaser's Title Company any and all clearance certificates evidencing the payment by Seller of certain taxes, assessments and contributions to the state in which the Property is located as, and to the extent, required by the Bulk Sales Laws at or as soon after the Closing Date as is reasonably possible. The parties acknowledge that, as a result of procedures for the administration of applications for such clearance certificates, and anticipated delays therein, it may not be reasonably possible for Seller to obtain and deliver such clearance certificates as of the Closing Date, or for some period of time thereafter. If any such required clearance certificate is not available at the Closing, the failure to deliver such clearance certificate, and any exception therefore raised by the Title Company, if any, shall not constitute a default by Seller or a deficiency in title provided that Seller provides to the Purchaser's Title Company Seller's written indemnity and escrow for any and all losses resulting from the Bulk Sales Laws in a form and amount reasonably acceptable to Purchaser. Such indemnity shall not expire and the escrow not released unless and until Seller delivers all such required clearance certificates. Purchaser may request and Seller shall provide a written statement by a certified public accountant who has reviewed Seller's financial records verifying Seller's compliance with all required tax filings and payment of all tax liabilities up to and including the date of Settlement. Seller shall promptly provide to Purchaser a copy of any such clearance certificate issued to Seller.

17. **GENERAL PROVISIONS.**

(A) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no other terms, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, which are not herein referred to or incorporated. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

(B) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their permitted respective successors and assigns. Purchaser shall have the right on or before the Closing Date to assign its interest hereunder to any person or entity.

(C) **Notices.** All notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) three (3) business days after being mailed by first class certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the parties at the following addresses:

(1) If to Purchaser:

With Copy to:

(2) If to Seller: Main Swetland LLC and/or its assigns

With Copy to: Attorney Samuel A. Falcone Jr.  
1170 Highway 315 Ste 1  
Plains, PA 18702

Notices may also be given by prepaid telegram or facsimile and shall be effective on the date transmitted if confirmed within twenty (24) hours thereafter by a signed original sent in the manner provided in the preceding sentence. Any party may change its address for notice and the address to which copies must be sent by giving notice of the new address to the other party in accordance with this Section, except that any such change of address notice shall not be effective unless and until received.

(D) **Time of the Essence.** All times provided for herein are and shall be of the essence of this Agreement and any extension of any such time or times shall continue to be of the essence of this Agreement.

(E) **Assignment.** Purchaser may assign all his rights and interest in this Agreement to a business entity of his choosing to which he is an owner/member and officer.

(F) **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Agreement is held to be unenforceable because of the time period of such provision, the court making such determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

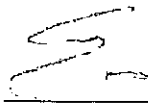
(G) **Captions.** The section captions contained herein are not a part of this Agreement. They are included solely for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement.

(H) **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located without giving effect to the principles of conflict of laws.

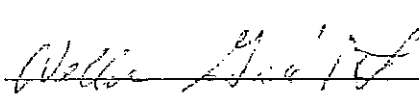
(I) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single agreement. For purposes of this Agreement, a telecopy of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed the day and year first above written.

WITNESS:

  
\_\_\_\_\_

SELLER:

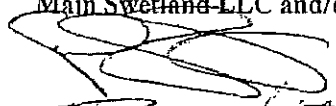

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

PURCHASER:

Main Swetland LLC and/or its assigns

  
  
\_\_\_\_\_

WSE  
PC

EXHIBIT "A"

**EXHIBIT "B"**

**TAB 11-B. RDA-300 FORM (SOURCES OF FUNDS)**  
**SITE CONTROL DOCUMENTATION**

**(Sales Agreement – Parcel 2)**

## AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") is made this 9<sup>th</sup> day of September, 2016 (the "Agreement Date"), by and between STEVEN GREEN (collectively the "Seller") and Main Swetland LLC and/or its assigns (the "Purchaser").

### WITNESSETH

A. Seller is the owner of those certain parcels or tracts of land located at 1148-1150 S. MAIN AVE., Scranton Pennsylvania bearing Tax Map # \_\_\_\_\_ and more particularly described in the Office of the Recorder of Deeds of Lackawanna County in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_ which is attached hereto and incorporated herein as Exhibit "A" (the "Land"),

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **SALE OF PREMISES.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer and convey to Purchaser and Purchaser hereby agrees to purchase from Seller the following (collectively, the "Property"):

(A) **Realty.** The realty (the "Realty"), including the Land, the Building and other improvements set forth thereon, and all rights and appurtenances pertaining thereto, including but not limited to:

- (1) All right, title and interest, if any, of Seller in and to any land in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land;
- (2) All right, title and interest, if any, of Seller in and to any rights-of-way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining any part of the Land, any and all awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of the grade of any such highway, street, road or avenue;
- (3) All right, title and interest, if any, of Seller in and to any easements adjacent to or serving the Realty;
- (4) All sewage treatment capacity, water capacity and other utility capacity allocated by any public or private utility to serve the Realty; and
- (5) Any reversionary rights attributable to Seller with respect to the Realty;
- (6) All right title and interest, if any, of the Seller in and to the following related to the Land: (i) coal and mineral rights; (ii) subsurface rights; (iii) rights of lateral support or so called third estate (the "Subsurface Rights"); and

(B) Plans. All of Seller's right, title and interest in and to all plans, drawings, specifications, surveys, engineering, inspection or similar reports and other technical descriptions relating to the Realty (collectively, the "Plans"), to the extent assignable; and

(1) Government Permits. All governmental permits including, but not limited to all governmental permits, approvals or licenses granted with respect to the ownership, construction, use, occupancy and operation of the Realty to the extent assignable under applicable law (the "Incidental Rights").

2. PURCHASE PRICE. Purchaser shall pay in exchange for the Property the sum of one hundred and eighty thousand and 00/100 Dollars (\$ 180,000.00) (the "Purchase Price") (subject to reimbursements and apportionments as contained herein).

3. MANNER OF PAYMENT OF PURCHASE PRICE. The Purchase Price shall be paid as follows:

(A) Deposit. As of the date of this Agreement executes this Agreement (the "Agreement Date"), Purchaser shall deliver to SELLERS a check in the amount of \$100,000.00 (one) THOUSAND and 00/100 Dollars (\$ 1,000.00). This Deposit is NON-REFUNDABLE.

(B) Payment of Balance of Purchase Price. At Closing, Purchaser shall pay to Seller the Purchase Price minus the Deposit subject to adjustments and apportionments set forth in this Agreement) by wire transfer of immediately available federal funds. Seller shall deliver to Title Company wiring instructions not later than five (5) days before the Closing Date (as hereinafter defined).

#### 4. INVESTIGATION PERIOD

(A) Investigation. Purchaser shall have a period commencing on the Agreement Date and expiring at five o'clock p.m. 15 calendar days after the Agreement Date (the "Investigation Period") to cause one or more of Purchaser's experts to inspect and otherwise do that which in the opinion of Purchaser is prudent to determine the suitability of the Property for the uses intended by Purchaser (the "Investigation"). This Investigation shall include normal and customary due diligence including but not limited to surveys, title examination, environmental inspections, soil inspections, structural inspections, zoning approvals, subdivision and reverse subdivision approvals (including obtaining approvals for any intended use of the Property by Purchaser) and to determine compliance with applicable governmental laws, rules, regulations, and ordinances. As part of the Investigation, Purchaser shall have the right to cause to be performed such environmental testing or environmental investigation of the Property as Purchaser shall deem necessary by a competent environmental engineer or environmental consultant selected by Purchaser, provided, however, that Purchaser shall not have any right to conduct invasive Phase II testing of soils without the express permission of Seller which shall be conditioned upon Seller's approval of the scope of the Phase II testing plan. Purchaser shall hold Seller harmless and shall indemnify Seller against any and all claims, including costs, fees, expenses and reasonable attorney's fees for or in respect to injuries (including death) or damage of any kind to the person or property of Seller, Purchaser or any other person caused by or in connection with Purchaser's Investigation. However, in the event that such injury, death or damage is caused by the negligent or willful act or omission of Seller or any agent, servant, employee or representative thereof, Seller shall be liable therefor. Purchaser, prior to any entry onto the Property, shall provide Seller with a certificate of insurance from a reputable insurance company covering such indemnification obligations of Purchaser, naming Seller as an additional insured.

(B) Cooperation by Seller. The Seller shall cooperate fully with the Purchaser with respect to the Investigation and shall not act in any manner to hinder, obstruct, delay or prevent the same. The Seller shall deliver to the Purchaser on the Agreement Date copies of all environmental reports, governmental permits and

approvals, evaluations, surveys, analyses, plans, engineering data, review letters, investigations and documents in the Seller's possession and all notes and correspondence related thereto, together with all written consents necessary for Purchaser to use the same. In addition, Seller shall deliver to Purchaser such other information in Seller's possession concerning the Property (including information regarding the construction of the Building on the Property) as may be reasonably requested by Purchaser and Seller can reasonably deliver within three (3) days after request therefore by Purchaser

(C) **Termination Right.** If, at any time prior to the expiration of the Investigation Period, Purchaser determines that it is not satisfied with the results of the Investigation, including, but not limited to any condition unacceptable to Purchaser revealed in a survey, title examination, environmental inspection, soil inspection, structural inspection, as well as the inability to obtain zoning, subdivision and/or reverse subdivision approvals for Purchaser's intended use of the property or the status of any other condition of the Property, whether known or unknown on the Agreement Date, and notifies Seller in writing of its election to terminate this Agreement, this Agreement shall, without any further action by either Purchaser or Seller, become null and void and of no further force and effect, in which event Escrow Agent shall return the Initial Deposit to Purchaser, and all parties to this Agreement shall be released from all further liability or obligation hereunder.

(D) **Option to Extend Investigation Period.** So long as Purchaser is making a good faith effort to obtain the necessary funding for the Property, Purchaser shall have a right to extend the Investigation Period Sixty (60) calendar days so long as at least five (5) days prior to the expiration of the initial One Hundred and Twenty (120) period, Purchaser provides Seller with written notice of its desire to exercise the option to extend.

## 5. **TITLE/SURVEY.**

(A) **Title Report/Survey.** Seller shall deliver to Purchaser the most recent copy of the survey of the Property (the "Survey"), if any, is in the possession of Seller. A search of title to the Property shall be promptly made by a Pennsylvania licensed title insurer of Purchaser's choice, and upon receipt of the title commitment (the "Title Report"), Purchaser shall furnish Seller a copy thereof, together with copies of any matters which are listed as exceptions on the Title Report. Simultaneously, with the delivery of the Title Report to Seller, Purchaser shall notify Seller in writing of any exceptions appearing on the Title Report or matters shown on the updated Survey which are unsatisfactory to Purchaser (the "Title Objections"). Within ten (10) days after receipt of the Title Objections, the Seller shall notify the Purchaser in writing of which Title Objections, if any, that Seller is unwilling or unable to cure or cause to be removed as an exception to Purchaser's title policy (the "Seller's Title Response"). Within ten (10) days after receipt of the Seller's Title Response, the Purchaser shall either: (i) waive such Title Objections as Seller is unable or unwilling to cure or cause to be removed as an exception to Purchaser's title policy, or (ii) terminate this Agreement by giving written notice thereof to Seller, in which event the Escrow Agent shall refund the Deposit to the Purchaser, this Agreement shall be null and void, and neither of the parties shall have any further obligations or liability under this Agreement. If Purchaser fails to terminate this Agreement pursuant to the preceding sentence, Purchaser shall be deemed to have waived any Title Objections which Seller has expressly stated in Seller's Title Response that Seller is unwilling or unable to cure or cause to be removed as an exception to Purchaser's title policy. Notwithstanding the foregoing, Seller shall, at Closing, have an affirmative obligation to cure and remove all monetary liens or encumbrances which are recorded against the Property, including, but not limited to, mortgages or other liens securing financing, mechanics liens, judgments and delinquent taxes, assessments and sewer and water charges.

(B) **Status of Title.** The Property (exclusive of the Subsurface Rights) is to be conveyed to Purchaser free and clear of all liens, encumbrances, easements, restrictions and agreements excepting with respect to the Realty only the Permitted Exceptions (hereinafter defined). With the exception of the Permitted Exceptions, and the Subsurface Rights, title to the Realty shall be good and marketable and such as will be insured by a licensed Pennsylvania title insurer at its regular rates for regular risks pursuant to the standard

stipulations and conditions of the most current version of an ALTA policy of owner's title insurance. Seller shall furnish such customary title affidavits and other documents as the Title Company may require for the removal of standard title objections. "Permitted Exceptions" as used herein shall mean the following:

(1) Any exceptions originally appearing in the Title Report which are not objected to in writing by the Purchaser to the Seller or which are objected to, but such objection is thereafter waived in writing by the Purchaser or deemed waived pursuant to Section 5.A above.

(C) Inability to Convey Title. If Seller is unable to convey title at Closing in accordance with the requirements of this Agreement, Purchaser shall have the option:

(1) Of taking such title to the Property as Seller is able to convey, with abatement of the Purchase Price in the amount (fixed or ascertainable) of any liens or encumbrances on the Property; or

(2) Of terminating Purchaser's obligations under this Agreement and having the Deposit returned to Purchaser, in which event this Agreement shall be null and void and neither party shall have any further obligations hereunder.

(3) Notwithstanding the foregoing, if title to the Realty is not as described in Section 5.B hereof by reason of any willful act or omission of Seller subsequent to the Agreement Date, or by reason of the failure of Seller to pay or discharge any monetary liens, the same shall constitute a breach by Seller and Purchaser shall be entitled to pursue all remedies available to Purchaser at law or in equity.

6. COVENANTS OF SELLER. Seller covenants that it will:

(A) Inspection. Prior to the Closing Date, permit Purchaser and Purchaser's agents and employees to inspect the Property from time to time at reasonable times for the investigation including the performance of environmental testing and investigations.

(B) Lease. Without the prior written consent of Purchaser, not enter into any contract, lease, easement, license or other Agreement affecting or encumbering the Property which cannot be terminated at Closing without charge, cost, penalty or permission;

(C) Creation of Title Imperfections. Other than the Permitted Exceptions, between the Agreement Date and the Closing Date, not permit any liens, easements, encumbrances or other clouds on the title to the Realty to be created (the "Title Imperfections"). If Seller creates or permits any Title Imperfections to be created in violation hereof, Seller shall promptly remove them prior or on the Closing Date;

(D) Satisfaction of Liens. Prior to or at Closing, satisfy any liens or encumbrances which exist against the Property on the Closing Date which may be satisfied by the payment of money, either by such payment or by depositing in escrow with the Title Company so much of the Purchase Price as will cause Purchaser's title insurer to insure Purchaser against any loss which is caused to Purchaser because of the existence of such liens or encumbrances;

(E) Notice of Suits. Promptly deliver to Purchaser copies of any written notice received by Seller regarding all actions, suits or other proceedings affecting the Property, or the use, possession or occupancy thereof, which may adversely affect Purchaser or the Property;

(F) Environmental and Other Notices. Promptly deliver to Purchaser copies of written notices received by Seller of releases of hazardous substances or actual or threatened condemnation of the Property, or any portion thereof, given Seller on behalf of any federal, state or local agency;

(G) Taxes. Timely and properly file all state and federal tax reports and pay all taxes due when and as required which are not being disputed or contested in good faith;

7. REPRESENTATIONS AND WARRANTIES.

(A) Representations and Warranties of Seller. In order to induce Purchaser to enter into this Agreement and with full knowledge that Purchaser is relying thereon, Seller hereby warrants and represents to Purchaser as follows:

(1) Power to Perform. Seller has full power and authority to enter into and fulfill Seller's obligations under this Agreement. The execution of this Agreement by Seller constitutes a valid and binding obligation of Seller in accordance with its terms and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. All documents executed by Seller which are to be delivered to Purchaser at the Closing will be executed and delivered by Seller and will be legal, valid and binding obligations of Seller, and will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(2) Accuracy of Documentation. All books and records or other documentation delivered to Purchaser pursuant to this Agreement or in connection with the execution hereof are, to the best of Seller's knowledge, true, complete and correct copies. Prior to the expiration of the Investigation Period, Seller will, or shall have delivered to Purchaser, all documents and information relating to the Property of which Seller has knowledge which have or may have any material economic impact on the transaction contemplated hereby or on the operation and condition of the Property.

(3) Contracts. There are not now, nor will there be on the Closing Date, any contracts or agreements (including, without limitation service contracts and/or management agreements), written or oral, to which Seller is a party which affect the Property other than those attached hereto and made a part hereof as Exhibit "B". All amounts due under any such contracts for any work or improvements respecting the Property shall have been paid by Seller on or prior to the Closing Date. (From the Agreement Date through the Closing Date, Seller shall not modify or terminate any of said contracts without Purchaser's prior written consent).

(4) Leases. There are no oral or written leases or rights of occupancy for any portion of the Property other than those set forth in Exhibit "B"

(5) Zoning Classification. The current zoning classification of the Realty is commercial under the applicable zoning ordinance.

(6) Assessed Valuation. There is no proceeding pending for the adjustment of the assessed valuation of all or any portion of the Property; there is no abatement in effect with respect to all or any portion of the real estate taxes; the real estate tax bills furnished by Seller to Purchaser are accurate and complete copies of all bills for taxes levied against or on account of the Property or any rent or income from the Property for the last three (3) full calendar years to the extent available, and for the current calendar year to date.

(7) Assessments. Seller has received no notice of any pending special assessment with respect to any portion of the Property, or become aware of any special assessment being contemplated. Any special municipal assessments levied between the Agreement Date and the Closing Date shall be paid by Seller.

(8) **Condemnation.** There is no condemnation proceeding with regard to the Property and Seller does not know of any proposed condemnation proceeding with regard to all or any portion of the Property.

(9) **Litigation.** There is not now any action, proceeding, litigation or investigation pending or, to the best of Seller's knowledge, threatened against Seller or the Property, or any basis therefor, that arises out of the ownership of the Property or that may affect the use, occupancy or operation of the Property for its present purpose or the value of the Property, or affect the ability of Seller to perform its obligation under this Agreement, or which questions the validity or enforceability of this Agreement.

(10) **Foreign Person.** Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.

(11) **Environmental Matters.**

(1) Seller has no knowledge of the application, use, treatment, production, generation, discharge, disposal, release or storage on, from or onto the Property, or any lot or property adjacent thereto, of any Hazardous Material (as hereinafter defined). "Hazardous Material" as used herein means and includes any petroleum, hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund or superlien" law or any other federal, state or local statute, law, ordinance, code, rule, regulations, order, decree or other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now in effect and applicable to the Property. To the best of Seller's knowledge, the Building and all other improvements and fixtures constituting any portion of the Property do not contain any hazardous building materials or toxic substances including without limitation, friable asbestos or any other substance containing asbestos and being hazardous by federal or state regulations regulating such material, lead-based paints or PCBs except to the extent permitted by applicable laws. Seller has no knowledge of any underground storage tanks at the Property. If any Hazardous Material is discovered at the Property in violation of applicable law prior to the Closing Date and Seller does not agree to remedy such condition to Purchaser's reasonable satisfaction at Seller's sole cost, Purchaser shall have the right to terminate this Agreement by written notice to Seller and to be refunded the Deposit.

(2) Purchaser agrees that it will not with respect to the Property prior to the applicable Closing Date report to, notify or otherwise communicate with the United States Environmental Protection Agency ("EPA") or the Pennsylvania Department of Environmental Protection ("DEP") or any other party regarding any activities or conditions relating to the condition of the Property without the prior knowledge and consent of the Seller, unless:

i. An activity or condition related to the Property presents an emergency or imminent hazard to human health or the environment and notification by the Purchaser to EPA or DEP is required by applicable law; and

ii. The Purchaser is unable to contact the Seller within the time required by law for the Purchaser to give such notice to EPA or DEP.

(12) **Notices.** Seller has not received and has no actual knowledge of any notices of any violation of any law, order or requirement issued by any municipal or other public authority against or affecting all or any portion of the Property with regard to any work or improvements done or ordered by such authority to be done either before or after the Agreement Date. Seller has not received and has no actual

knowledge of any notice or request from any insurance company or board of insurance underwriters (or similar organization) requesting the performance of any work or the correction of any conditions concerning the Property.

(13) Utilities. The Property is serviced by public water, sewer, gas and electric.

(14) Governmental Certificates. All certificates of occupancy necessary for operation of the Property as presently conducted, have been issued by all authorities having jurisdiction thereof and all such certificates of occupancy are in full force and effect. Seller has not received any written notice of suspension or cancellation of any certificate of occupancy;

(15) Historic Property. The Property has not been registered or certified as "historic" by any local, state or federal government entity or historic commission;

(16) Public Roads. All roads abutting the Property are dedicated public roads and a Deed to be delivered to Purchaser at Closing hereunder is the only instrument necessary to convey to Purchaser all rights appurtenant to the Property in such roads;

(17) Fee Ownership. Seller holds, or at the time of Closing will hold, for simple title to the Property.

(B) Representations and Warranties of Purchaser. In order to induce Seller to enter into this Agreement, and with full knowledge that Seller is relying thereon, Purchaser hereby warrants and represents to Seller as follows: (i) this Agreement is duly authorized, executed and delivered by Purchaser, constitutes the legal and valid binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which it is subject; (ii) all documents executed by Purchaser which are to be delivered to Seller at the Closing will be duly authorized, executed and delivered by Purchaser, and will not violate any provisions of any agreement or judicial order to which Purchaser is a party or to which it is subject; (iii) that Purchaser shall provide truthful and complete information to any prospective lending institution in connection with any application for financing of the Purchase Price; (iv) that Purchaser's obligations under this Agreement are not conditioned or contingent upon the sale of any real or personal property that is not the subject of this Agreement.

(C) Representations and Warranties to Survive Closing. Each of the representations and warranties of the respective parties contained herein or made in writing pursuant to this Agreement, shall be true and correct as of the Agreement Date and as of the Closing Date and shall survive the execution and delivery of this Agreement and Closing.

8. FIRE OR OTHER CASUALTY. Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If on or prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall immediately give written notice thereof with specificity to Purchaser, and Purchaser shall have the right, at its sole option, of terminating this Agreement and being released from all liabilities and obligations hereunder, in which event the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of such damage. If notice of such damage is received by Purchaser and Purchaser fails to deliver written notice to Seller of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Agreement. If Purchaser does not terminate this Agreement, the proceeds of any insurance paid between the Agreement Date and the Closing Date, not utilized to repair and restore the Realty or other Property, shall be paid to Purchaser on the Closing Date, together with the deductible amount, if any, under Seller's casualty

insurance policy and Seller shall assign to Purchaser all rights Seller has to any future insurance proceeds arising from such casualty, without in any manner affecting the Purchase Price.

9. **CONDEMNATION.** If on or prior to the Closing Date, all or any portion of the Property is taken by eminent domain or a notice of any eminent domain proceeding with respect to the Property or any part thereof is received by Seller, Seller shall immediately give written notice thereof with specificity to Purchaser. If such taking adversely affects the Property in the sole determination of Purchaser, Purchaser shall have the option to complete the purchase hereunder, or terminate this Agreement, in which event this Agreement shall be null and void and the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of eminent domain proceedings. If notice of condemnation is received by Purchaser and Purchaser fails to deliver written notice of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Agreement. If Purchaser elects (or is deemed to have elected) to complete the purchase of the Property hereunder, the purchase shall be completed in accordance with this Agreement, except at the Closing Seller shall pay, assign and transfer to Purchaser all proceeds from such proceedings theretofore received by Seller with regard to the Property and all rights Seller has to any future proceeds of such eminent domain proceedings with regard to the Property, without in any manner affecting the Purchase Price.

10. **DEFAULT.**

(A) **Purchaser's Default.** Should Purchaser default under any of the terms, covenants or conditions of this Agreement, provided Seller is not in default hereunder, Seller shall have as its sole and exclusive remedy, the right to terminate to receive the entire Deposit as liquidated damages and not as a penalty, such being agreed between Purchaser and Seller to be a necessary condition to this Agreement in order to compensate Seller for expenses and expenditures incurred and made in connection therewith and the damages sustained as a result of withdrawing the Property from the market and otherwise for Purchaser's non-compliance with this Agreement. Thereupon, this Agreement shall become null and void and of no further force and effect and neither party shall have any further rights, liabilities or obligations hereunder.

(B) **Seller's Default.**

(1) **Seller's Inability to Convey Title.** If Seller is unable to convey title at Closing in accordance with the requirements of this Agreement, then, except as set forth in Section 5.C(3) hereof, Purchaser's only remedy shall be to terminate this Agreement by giving written notice to Seller on or before the Closing Date. Purchaser may, nevertheless, accept such title as Seller shall be able to convey in accordance with Section 5.C(1) hereof.

(2) **Breach of Representation, Warranty or Covenant.** If Purchaser has actual knowledge prior to the Closing Date that any of the representations and warranties of Seller are not true and correct or have otherwise been breached or that any of Seller's covenants have been breached, then, except as provided in Section 10.B(3) hereof, Purchaser's sole remedy shall be to terminate this Agreement by giving written notice of such termination to Seller on or before the Closing Date.

(3) **Seller's Intentional Breach.** Notwithstanding anything to the contrary contained in Sections 10.B(1) and 10.B(2) hereof, if Seller's breach of this Agreement results from Seller's intentional default under any of the terms, covenants or conditions of this Agreement, including any intentional breach of a covenant, representation or warranty, Purchaser shall be entitled to pursue all of its rights and remedies at law or in equity, including, without limitation, specific performance. The exercise of (or failure to exercise) any one of Purchaser's rights or remedies under this Subsection shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein.

11. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION.

(A) Conditions Precedent. The obligation of Purchaser to complete Closing hereunder in accordance with this Agreement is contingent upon satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser on or prior to the Closing Date):

(1) Compliance with Covenants. All of the covenants and agreements to be performed by Seller on or prior to the Closing Date under the terms of this Agreement shall have been so performed by Seller.

(2) Seller's Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all respects on the Closing Date as though made on the Closing Date.

(3) Financing. The purchase/sale of the Property is contingent upon the Purchaser or his assignee obtaining financing for the Property in an amount not less than ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$150,000.00). Purchaser has 120 days from date of agreement to obtain financing. In the event Purchaser is not able to obtain financing for the acquisition of the Property and Assets, Purchaser shall declare this Agreement in writing as Null and Void within five (5) days of receiving written notification from a reputable lender and shall be returned the Deposit immediately thereafter, at which time neither party shall have any course of action against one another at law or in equity against one another under this terms and conditions of this Agreement.

(4) Title Policy. An unconditional commitment therefor meeting the requirements of Section 5.B hereof, shall have been issued by the Purchaser's Title Company to Purchaser, provided however, that such condition shall be deemed waived and or satisfied in the event that Seller has performed all of its obligations hereunder with respect to such Title Policy, and such non issuance is the result of any act or failure to act on the part of Purchaser.

(5) No Termination. Purchaser shall not have validly terminated this Agreement in accordance with the terms hereof.

(6) Delivery of Seller's Closing Documents. Seller shall have delivered to Purchaser all Seller's Closing documents pursuant to Section 14.A hereof.

(7) Rights of Termination. In the event that any of the foregoing conditions shall not have been fulfilled or waived on or before the Closing Date, then Purchaser may elect, upon notice to Seller, to terminate this Agreement, in which event the Purchaser shall have the applicable rights available under Section 10.B hereof.

(8) Documents. Within ten (10) days of the Agreement Date, Seller shall deliver to Purchaser to the extent available and in the possession of Seller or her agents:

- i. the latest as-built plans or surveys of the Property prepared by a registered and licensed surveyor, if any;
- ii. a list of all service contracts, if any, with respect to the Property;

iii. copies of the latest environmental reports with respect to the Property which are in Seller's possession, if any, which reports shall be deemed confidential information;

iv. copies of the latest title commitment and title policy with respect to the Property, if any;

v. originals, if reasonably available, of the following instruments (or copies if originals are unavailable), all certified by Seller as true and correct to the best knowledge of Seller:

a. all certificates of occupancy, licenses, plans, permits, authorizations and approvals required by law and issued by all governmental authorities having jurisdiction over the Property;

b. All building records, if any, with respect to the Property; and

c. Each bill of current real estate taxes and bills for the past three (3) years, sewer charges and assessments, municipal services and other utilities, together with proof of payment thereof (to the extent the same have been paid).

#### 12. CLOSING.

(A) Closing Date. Closing on the purchase of the Property (the "Closing") shall occur on or before 6 MONTHS from date of agreement (herein referred to as the "Closing Date"). Closing shall be held at the Title Company or such other place agreed to by the parties;

(B) Advancing the Closing Date. Purchaser may advance the Closing Date by giving Seller five (5) days prior written notice thereof.

#### 13. APPORTIONMENTS AND TRANSFER TAX.

(A) Apportionments. The following apportionments shall be prorated on a per diem basis as of midnight of the day preceding the Closing Date, all of which, to the extent applicable, shall be reflected on a closing statement (the "Closing Statement") executed by Seller and Purchaser on the Closing Date:

(1) Real Estate Taxes. Real estate taxes shall be apportioned on a per diem basis based on the fiscal or calendar year of each taxing authority.

(2) Water, Sewer and Other Utility Charges. Any water or other utility charges assessed against the Property shall be apportioned on a per diem basis based on the billing cycle of such utility.

(3) Transfer Taxes. Any transfer taxes imposed by any governmental authority upon this transaction shall be shared equally by Seller and Purchaser.

#### 14. CLOSING PROCEDURE.

(A) Seller's Closing Documents. At or before the Closing, Seller shall deliver to Purchaser, or cause to be delivered to Purchaser the following:

(1) A special warranty deed as is customary in the state in which the Property is located duly executed by Seller conveying good and marketable title to the Realty, subject only to the Permitted Exceptions;

(2) A duly executed Assignment in form acceptable to Purchaser's counsel, all of Seller's right, title and interest in and to any Leases, Plans and Incidental Rights;

(3) Originals or copies, if originals are not available, of building permits, licenses, approvals and certificates of occupancy for the Property and all other documents relating to the Property;

(4) Duly executed certificates required by Section 1445 of the Internal Revenue Code that Seller is not a foreign person within the meaning of said Section 1445;

(5) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered to Purchaser and for which Purchaser has made specific demand not less than five (5) days prior to Closing;

(6) Copies of any other prior documents, instruments, records, correspondence or agreements relating to the Property as the Purchaser's title insurer may reasonably require to insure title;

(7) The Closing Statement executed by Seller;

(8) All keys and combinations to the locks on any Building located at the Property;

and

Seller further covenants that it will at any time, from time to time after Closing hereunder, upon request of Purchaser, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required for the conveying, transferring, assuring and confirming title to the Realty to Purchaser.

(B) **Purchaser's Closing Documents.** At or before the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following:

(1) An assumption of the Incidental Rights;

(2) The balance of the Purchase Price remaining due at time of Closing;

(3) The Closing Statement executed by Purchaser;

(4) Documents of authority of Purchaser authorizing the transactions contemplated by this Agreement; and

(5) Such other instruments and payments may be reasonably required by the Title Company or otherwise reasonably required to consummate the purchase of the Property in accordance with the terms hereof and for which specific demand not less than five (5) days prior to Closing.

(C) **Possession.** Possession of the Property shall be delivered by Seller to Purchaser at Closing.

(D) **Tender.** Formal tender of an executed deed and purchase money is hereby waived.

15. REAL ESTATE BROKERS. Seller hereby acknowledges no real estate brokers have participated in this transaction.

16. BULK SALE. In the event the sale of the property by the Seller constitutes a "Bulk Sale" under the "Bulk Sale Laws", Seller agrees to comply with said laws and shall give any and all notices to the governmental agencies or authorities required under those certain laws of the Commonwealth of Pennsylvania, in advance of the transfer of the Property by Seller to Purchaser. Seller shall also act in good faith and with reasonable diligence to apply for, obtain and deliver to Purchaser and the Purchaser's Title Company any and all clearance certificates evidencing the payment by Seller of certain taxes, assessments and contributions to the state in which the Property is located as, and to the extent, required by the Bulk Sales Laws at or as soon after the Closing Date as is reasonably possible. The parties acknowledge that, as a result of procedures for the administration of applications for such clearance certificates, and anticipated delays therein, it may not be reasonably possible for Seller to obtain and deliver such clearance certificates as of the Closing Date, or for some period of time thereafter. If any such required clearance certificate is not available at the Closing, the failure to deliver such clearance certificate, and any exception therefore raised by the Title Company, if any, shall not constitute a default by Seller or a deficiency in title provided that Seller provides to the Purchaser's Title Company Seller's written indemnity and escrow for any and all losses resulting from the Bulk Sales Laws in a form and amount reasonably acceptable to Purchaser. Such indemnity shall not expire and the escrow not released unless and until Seller delivers all such required clearance certificates. Purchaser may request and Seller shall provide a written statement by a certified public accountant who has reviewed Seller's financial records verifying Seller's compliance with all required tax filings and payment of all tax liabilities up to and including the date of Settlement. Seller shall promptly provide to Purchaser a copy of any such clearance certificate issued to Seller.

17. GENERAL PROVISIONS.

(A) Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no other terms, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, which are not herein referred to or incorporated. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

(B) Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their permitted respective successors and assigns. Purchaser shall have the right on or before the Closing Date to assign its interest hereunder to any person or entity.

(C) **Notices.** All notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) three (3) business days after being mailed by first class certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the parties at the following addresses:

(1) If to Purchaser:

With Copy to:

(2) If to Seller: Main Swetland LLC and/or its assigns

With Copy to: Attorney Samuel A. Falcone Jr.  
1170 Highway 315 Ste 1  
Plains, PA 18702

Notices may also be given by prepaid telegram or facsimile and shall be effective on the date transmitted if confirmed within twenty (24) hours thereafter by a signed original sent in the manner provided in the preceding sentence. Any party may change its address for notice and the address to which copies must be sent by giving notice of the new address to the other party in accordance with this Section, except that any such change of address notice shall not be effective unless and until received.

(D) **Time of the Essence.** All times provided for herein are and shall be of the essence of this Agreement and any extension of any such time or times shall continue to be of the essence of this Agreement.

(E) **Assignment.** Purchaser may assign all his rights and interest in this Agreement to a business entity of his choosing to which he is an owner/member and officer.

(F) **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Agreement is held to be unenforceable because of the time period of such provision, the court making such determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

(G) **Captions.** The section captions contained herein are not a part of this Agreement. They are included solely for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement.

(H) **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located without giving effect to the principles of conflict of laws.

(I) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single agreement. For purposes of this Agreement, a telecopy of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed the day and year first above written.

WITNESS:

SELLER:

9-9-2016 Stacy D. Greese 9-9-2016 Stacy Greese

WITNESS:

PURCHASER:

Main Wetland LLC and/or its assigns

[Signature]

[Signature]

EXHIBIT "A"

**EXHIBIT "B"**

AMENDMENT TO AGREEMENT OF SALE

THIS AMENDMENT TO AGREEMENT OF SALE, ("Amendment") made this Feb, 2017 by and between by and between STEVE GREENE with a business address of 1148-50 MAIN Pennsylvania, (hereinafter called "Seller"); MAIN SWETLAND, LLC with an address 170 South Highland Drive, Jenkins Township, Pennsylvania (hereinafter called the "Buyer")

WITNESSETH:

WHEREAS, Seller and Assignor entered into an Agreement of Sale dated MAY 1ST ("Agreement") for the property located at 1148-50 Main Avenue, Scranton, Lackawana County, Pennsylvania (hereinafter called "Premises"); and

WHEREAS, the Parties desire to amend the Agreement to extend the Investigation Period and Closing Date as Defined Agreement.

Now Therefore, in consideration of the mutual promises and covenants contained in this Amendment to Agreement of Sale, and for other good and valuable consideration, the parties agree as follows:

- I. The Agreement is hereby amended as follows

Paragraph 4. INVESTIGATION PERIOD is hereby amended as follows:

- a. Investigation. Purchaser shall have a period commencing on the Date of this Amendment and expiring at five o'clock p.m. on the One Hundred Twentieth (120<sup>th</sup>) calendar day after the Agreement Date (the "Investigation Period") to cause one or more of Purchaser's experts to inspect and otherwise do that which in the opinion of Purchaser is prudent to determine the suitability of the Property for the uses intended by Purchaser (the "Investigation"). The Investigation Period may be extended by Purchaser by sending written Notice to Seller of Purchaser's desire to extend said Investigation Period for up to Ninety (90) days. This Investigation shall include normal and customary due diligence including but not limited to surveys, title examination, environmental inspections, soil inspections, structural inspections, zoning approvals, subdivision and reverse subdivision approvals (including obtaining approvals for any intended use of the Property by Purchaser) and to determine compliance with applicable governmental laws, rules, regulations, and ordinances. As part of the Investigation, Purchaser shall have the right to cause to be performed such environmental testing or environmental investigation of the Property as Purchaser shall deem necessary by a competent environmental engineer or environmental consultant selected by Purchaser, provided, however, that Purchaser shall not have any right to conduct invasive Phase II testing of soils without the express permission of Seller which shall be conditioned upon Seller's approval of the scope of the Phase II testing plan. Purchaser shall hold Seller harmless and shall indemnify Seller against any and all claims, including costs, fees, expenses and reasonable attorney's fees for or in respect to injuries (including death) or damage of any kind to the person or property of Seller, Purchaser or any other person caused by or in connection with Purchaser's Investigation. However, in the event that such injury, death or damage is caused by the negligent or willful act or omission of Seller

or any agent, servant, employee or representative thereof, Seller shall be liable therefor. Purchaser, prior to any entry onto the Property, shall provide Seller with a certificate of insurance from a reputable insurance company covering such indemnification obligations of Purchaser, naming Seller as an additional insured.

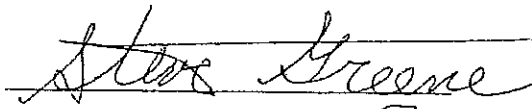
Paragraph 12 of the Agreement is hereby amended and restated as follows:

(A) Closing Date. Closing on the purchase of the Property (the "Closing") shall occur Thirty (30) days from the date of the Expiration of the Inspection Period (herein referred to as the "Closing Date"). Closing shall be held at the Title Company or such other place agreed to by the parties;

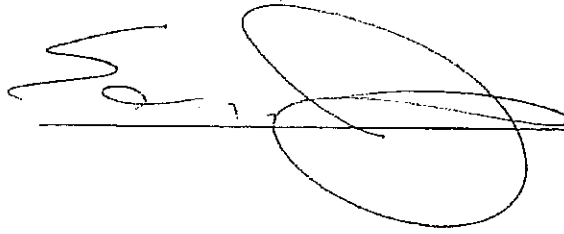
2. Except as expressly amended, or necessarily effected by reason of this Amendment, all other provisions of the Agreement shall remain in full force and effect.
3. The Agreement and this Amendment shall be binding upon and inure to the benefit of the respective successors, and assigns of both Buyer and Seller.
4. This Amendment may be simultaneously executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, electronic signatures shall also be deemed as original signatures.
5. This Amendment shall be governed by the laws of the Commonwealth of Pennsylvania.
6. The Agreement and Amendment constitute the entire understanding and agreement between and among the parties and supersede all prior written and all contemporaneous oral agreements or understandings between the parties with respect to the subject matter hereof. No variation of the terms and conditions of the Amendment shall be effective unless in writing and approved in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have signed and sealed this Agreement on the date first written above.

SELLER:

  
Print Name: Steve Greene

**BUYER:**  
**MAIN SWETLAND, LLC**

A handwritten signature in black ink, consisting of a stylized 'M' followed by a large, loopy flourish that extends to the right and loops back under the signature line.

\$1100

779,000

**TAB 11-B. RDA-300 FORM (SOURCES OF FUNDS)**

**SITE CONTROL DOCUMENTATION**

**(Sales Agreement – Parcel 3)**

## AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the "Agreement") is made this \_\_\_\_ day of November, 2016 (the "Agreement Date"), by and between ~~Welsh Calvinistic Methodist Church~~ of 1132 South Main Avenue, Scranton, Pennsylvania (collectively the "Seller") and Main Swetland, LLC of 170 South Highland Drive, Jenkins Township, Pennsylvania (the "Purchaser"). *BETHEL BAPTIST RH*

### WITNESSETH

A. Seller is the owner of those certain parcels or tracts of land located at ~~1139~~ *1132 RH* South Main Avenue, Scranton, Pennsylvania as more particularly described in that certain deed of record in the Office of the Recorder of Deeds of Lackawanna County at Instrument Number \_\_\_\_\_ which is attached hereto and incorporated herein as Exhibit "A" (the "Land"), which Land is a part of the Property (hereinafter defined). The Land is improved with building consisting of approximately 4,922 +/- square feet (the "Building").

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. SALE OF PREMISES. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer and convey to Purchaser and Purchaser hereby agrees to purchase from Seller the following (collectively, the "Property"):

(A) Realty. The realty (the "Realty"), including the Land, the Building and other improvements set forth thereon, and all rights and appurtenances pertaining thereto, including but not limited to:

(1) All right, title and interest, if any, of Seller in and to any land in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land;

(2) All right, title and interest, if any, of Seller in and to any rights-of-way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining any part of the Land, any and all awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of the grade of any such highway, street, road or avenue;

(3) All right, title and interest, if any, of Seller in and to any easements adjacent to or serving the Realty;

(4) Any reversionary rights attributable to Seller with respect to the Realty;

(5) Government Permits. All governmental permits including, but not limited to all governmental permits, approvals or licenses granted with respect to the ownership, construction, use, occupancy and operation of the Realty to the extent assignable under applicable law (the "Incidental Rights").

2. PURCHASE PRICE. Purchaser shall pay in exchange for the Property the sum of Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$87,500.00) (the "Purchase Price") (subject to reimbursements and apportionments as contained herein).

3. **MANNER OF PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as follows:

(A) **Deposit.** As of the date of this Agreement executes this Agreement (the "Agreement Date"), Purchaser shall delivered to Wetzel Abstract, LLC as escrow agent (the "Escrow Agent"), a check in the amount of Five Hundred and 00/100 Dollar (\$500.00) to be held by Escrow Agent in a non-interest bearing account until the consummation or termination of this Agreement (the "Deposit). Except as otherwise provided in this Agreement, at the Closing (as hereinafter defined), the Escrow Agent shall pay the Deposit to the title company which insures the title to the Realty for Purchaser (the "Title Company") to be used by the Title Company, together with other funds delivered to it by Purchaser, to pay the Purchase Price to Seller.

(B) **Payment of Balance of Purchase Price.** At Closing, Purchaser shall pay to Seller the Purchase Price (subject to adjustments and apportionments set forth in this Agreement) by wire transfer of immediately available federal funds. Seller shall deliver to Title Company wiring instructions not later than five (5) days before the Closing Date (as hereinafter defined).

4. **INVESTIGATION PERIOD.**

(A) **Investigation.** Purchaser shall have a period commencing on the Agreement Date and expiring at five o'clock p.m. on the One Hundred Fiftieth (150<sup>th</sup>) calendar day after the Agreement Date (the "Investigation Period") to cause one or more of Purchaser's experts to inspect and otherwise do that which in the opinion of Purchaser is prudent to determine the suitability of the Property for the uses intended by Purchaser (the "Investigation"). The Investigation Period may be extended by Purchaser by sending written Notice to Seller of Purchaser's desire to extend said Investigation Period for up to Ninety (90) days. This Investigation shall include normal and customary due diligence including but not limited to surveys, title examination, environmental inspections, soil inspections, structural inspections, zoning approvals, subdivision and reverse subdivision approvals (including obtaining approvals for any intended use of the Property by Purchaser) and to determine compliance with applicable governmental laws, rules, regulations, and ordinances. As part of the Investigation, Purchaser shall have the right to cause to be performed such environmental testing or environmental investigation of the Property as Purchaser shall deem necessary by a competent environmental engineer or environmental consultant selected by Purchaser, provided, however, that Purchaser shall not have any right to conduct invasive Phase II testing of soils without the express permission of Seller which shall be conditioned upon Seller's approval of the scope of the Phase II testing plan. Purchaser shall hold Seller harmless and shall indemnify Seller against any and all claims, including costs, fees, expenses and reasonable attorney's fees for or in respect to injuries (including death) or damage of any kind to the person or property of Seller, Purchaser or any other person caused by or in connection with Purchaser's Investigation. However, in the event that such injury, death or damage is caused by the negligent or willful act or omission of Seller or any agent, servant, employee or representative thereof, Seller shall be liable therefor. Purchaser, prior to any entry onto the Property, shall provide Seller with a certificate of insurance from a reputable insurance company covering such indemnification obligations of Purchaser, naming Seller as an additional insured.

(B) **Cooperation by Seller.** The Seller shall cooperate fully with the Purchaser with respect to the Investigation and shall not act in any manner to hinder, obstruct, delay or prevent the same. The Seller shall deliver to the Purchaser on the Agreement Date copies of all environmental reports, governmental permits and approvals, evaluations, surveys, analyses, plans, engineering data, review letters, investigations and documents, if any, in the Seller's possession and all notes and correspondence related thereto, together with all written consents necessary for Purchaser to use the same. In addition, Seller shall deliver to Purchaser such other information in Seller's possession concerning the Property (including information regarding the construction of the Building on the Property) as may be reasonably requested by Purchaser and Seller can reasonably deliver within three (3) days after request therefore by Purchaser

(C) **Termination Right.** If, at any time prior to the expiration of the Investigation Period, Purchaser determines that it is not satisfied with the results of the Investigation, including, but not limited to any condition unacceptable to Purchaser revealed in a survey, title examination, environmental inspection, soil inspection, structural inspection, as well as the inability to obtain zoning, subdivision and/or reverse subdivision approvals for Purchaser's intended use of the property or the status of any other condition of the Property, whether known or unknown on the Agreement Date, and notifies Seller in writing of its election to terminate this Agreement, this Agreement shall, without any further action by either Purchaser or Seller, become null and void and of no further force and effect, in which event Escrow Agent shall return the Initial Deposit to Purchaser, and all parties to this Agreement shall be released from all further liability or obligation hereunder.

(D) It is expressly understood between the parties that the Property will be inspected by Purchaser or Purchaser's agent and that the Property is being purchased "AS IS" as a result of such inspection and not as a result of any representations made by Seller or any selling or other agent of Seller. Seller makes no representation or warranty to Purchaser, express or implied, that the Property is free from hazardous or toxic substances, materials or wastes which are or become regulated by any federal, state or local governmental authority or that the Property is in compliance with any federal, state, or local environmental laws or regulations. Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS." Purchaser has not relied on and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto, to whomever made or given, directly or indirectly, orally or in writing. Purchaser represents to Seller that, prior to Closing, Purchaser has or will have conducted such investigations of the Property, including but not limited to, the physical, legal and environmental conditions thereof, as Purchaser has deemed necessary or desirable to satisfy Purchaser as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any hazardous substances on or discharged from the Property, and will rely solely upon such investigations and not upon any information provided by or on behalf of Seller or its agents with respect thereto. Upon Closing, Purchaser shall assume the risk of adverse matters, including but not limited to, adverse physical, legal and environmental conditions, that may not have been revealed by Purchaser's investigations, and Purchaser, upon Closing, shall be deemed to have waived, relinquished and released Seller from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses, of any and every kind or character (including attorneys' fees), known or unknown, which Purchaser might have asserted or alleged against Seller at any time by reason of or arising out of any latent or patent defects or physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the Property. The provisions of this Paragraph shall survive the Closing and the delivery of the deed to Purchaser.

## 5. **TITLE/SURVEY.**

(A) **Title Report/Survey.** Seller shall deliver to Purchaser the most recent copy of the survey of the Property (the "Survey"), if any, is in the possession of Seller. A search of title to the Property shall be promptly made by a Pennsylvania licensed title insurer of Purchaser's choice, and upon receipt of the title commitment (the "Title Report"), Purchaser shall furnish Seller a copy thereof, together with copies of any matters which are listed as exceptions on the Title Report. Simultaneously, with the delivery of the Title Report to Seller, Purchaser shall notify Seller in writing of any exceptions appearing on the Title Report or matters shown on the updated Survey which are unsatisfactory to Purchaser (the "Title Objections"). Within ten (10) days after receipt of the Title Objections, the Seller shall notify the Purchaser in writing of which Title Objections, if any, that Seller is unwilling or unable to cure or cause to be removed as an exception to Purchaser's title policy (the "Seller's Title Response"). Within ten (10) days after receipt of the Seller's Title Response, the Purchaser shall either: (i) waive such Title Objections as Seller is unable or unwilling to cure or cause to be removed as an exception to Purchaser's title policy, or (ii) terminate this Agreement by giving written notice thereof to Seller, in which event the Escrow Agent shall refund the Deposit to the Purchaser, this

Agreement shall be null and void, and neither of the parties shall have any further obligations or liability under this Agreement. If Purchaser fails to terminate this Agreement pursuant to the preceding sentence, Purchaser shall be deemed to have waived any Title Objections which Seller has expressly stated in Seller's Title Response that Seller is unwilling or unable to cure or cause to be removed as an exception to Purchaser's title policy. Notwithstanding the foregoing, Seller shall, at Closing, have an affirmative obligation to cure and remove all monetary liens or encumbrances which are recorded against the Property, including, but not limited to, mortgages or other liens securing financing, mechanics liens, judgments and delinquent taxes, assessments and sewer and water charges.

(B) **Status of Title.** The Property (exclusive of the Subsurface Rights) is to be conveyed to Purchaser free and clear of all liens, encumbrances, easements, restrictions and agreements excepting with respect to the Realty only the Permitted Exceptions (hereinafter defined). With the exception of the Permitted Exceptions, and the Subsurface Rights, title to the Realty shall be good and marketable and such as will be insured by a licensed Pennsylvania title insurer at its regular rates for regular risks pursuant to the standard stipulations and conditions of the most current version of an ALTA policy of owner's title insurance. Seller shall furnish such customary title affidavits and other documents as the Title Company may require for the removal of standard title objections. "Permitted Exceptions" as used herein shall mean the following:

(1) Any exceptions originally appearing in the Title Report which are not objected to in writing by the Purchaser to the Seller or which are objected to, but such objection is thereafter waived in writing by the Purchaser or deemed waived pursuant to Section 5.A above.

(C) **Inability to Convey Title.** If Seller is unable to convey title at Closing in accordance with the requirements of this Agreement, Purchaser shall have the option:

(1) Of taking such title to the Property as Seller is able to convey, with abatement of the Purchase Price in the amount (fixed or ascertainable) of any liens or encumbrances on the Property; or

(2) Of terminating Purchaser's obligations under this Agreement and having the Deposit returned to Purchaser, in which event this Agreement shall be null and void and neither party shall have any further obligations hereunder.

6. **COVENANTS OF SELLER.** Seller covenants that it will:

(A) **Inspection.** Prior to the Closing Date, permit Purchaser and Purchaser's agents and employees to inspect the Property from time to time at reasonable times for the Investigation including the performance of environmental testing and investigations.

(B) **Lease.** Without the prior written consent of Purchaser, not enter into any contract, lease, easement, license or other Agreement affecting or encumbering the Property which cannot be terminated at Closing without charge, cost, penalty or permission, unless such lease is necessary for Seller to continue business;

(C) **Creation of Title Imperfections.** Other than the Permitted Exceptions, between the Agreement Date and the Closing Date, not permit any liens, easements, encumbrances or other clouds on the title to the Realty to be created (the "Title Imperfections"). If Seller creates or permits any Title Imperfections to be created in violation hereof, Seller shall promptly remove them prior or on the Closing Date;

(D) **Satisfaction of Liens.** Prior to or at Closing, satisfy any liens or encumbrances which exist against the Property on the Closing Date which may be satisfied by the payment of money, either by such payment or by depositing in escrow with the Title Company so much of the Purchase Price as will cause

Purchaser's title insurer to insure Purchaser against any loss which is caused to Purchaser because of the existence of such liens or encumbrances;

(E) **Notice of Suits.** Promptly deliver to Purchaser copies of any written notice received by Seller regarding all actions, suits or other proceedings effecting the Property, or the use, possession or occupancy thereof, which may adversely affect Purchaser or the Property;

(F) **Environmental and Other Notices.** Promptly deliver to Purchaser copies of written notices received by Seller of releases of hazardous substances or actual or threatened condemnation of the Property, or any portion thereof, given Seller on behalf of any federal, state or local agency;

(G) **Taxes.** Timely and properly file all state and federal tax reports and pay all taxes due when and as required which are not being disputed or contested in good faith;

## **7. REPRESENTATIONS AND WARRANTIES.**

(A) **Representations and Warranties of Seller.** In order to induce Purchaser to enter into this Agreement, Seller hereby warrants and represents to Purchaser as follows:

(1) **Power to Perform.** Seller has full power and authority to enter into and fulfill Seller's obligations under this Agreement. The execution of this Agreement by Seller constitutes a valid and binding obligation of Seller in accordance with its terms and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. All documents executed by Seller which are to be delivered to Purchaser at the Closing will be executed and delivered by Seller and will be legal, valid and binding obligations of Seller, and will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(2) **Accuracy of Documentation.** All books and records or other documentation delivered to Purchaser pursuant to this Agreement or in connection with the execution hereof are, to the best of Seller's knowledge, true, complete and correct copies. Prior to the expiration of the Investigation Period, Seller will, or shall have delivered to Purchaser, all documents and information relating to the Property of which Seller has knowledge which have or may have any material economic impact on the transaction contemplated hereby or on the operation and condition of the Property.

(3) **Contracts.** There are not now, nor will there be on the Closing Date, any contracts or agreements (including, without limitation service contracts and/or management agreements), written or oral, to which Seller is a party which affect the Property other than those attached hereto and made a part hereof as **Exhibit "B"**. All amounts due under any such contracts for any work or improvements respecting the Property shall have been paid by Seller on or prior to the Closing Date. (From the Agreement Date through the Closing Date, Seller shall not modify or terminate any of said contracts without Purchaser's prior written consent).

(4) **Leases.** There are no oral or written leases or rights of occupancy for any portion of the Property other than those set forth in Exhibit "B".

(5) **Zoning Classification.** The current zoning classification of the Realty is commercial under the applicable zoning ordinance.

(6) Assessed Valuation. There is no proceeding pending for the adjustment of the assessed valuation of all or any portion of the Property; there is no abatement in effect with respect to all or any portion of the real estate taxes; the real estate tax bills furnished by Seller to Purchaser are accurate and complete copies of all bills for taxes levied against or on account of the Property or any rent or income from the Property for the last three (3) full calendar years to the extent available, and for the current calendar year to date.

(7) Assessments. Seller has received no notice of any pending special assessment with respect to any portion of the Property, or become aware of any special assessment being contemplated. Any special municipal assessments levied between the Agreement Date and the Closing Date shall be paid by Seller.

(8) Condemnation. There is no condemnation proceeding with regard to the Property and Seller does not know of any proposed condemnation proceeding with regard to all or any portion of the Property.

(9) Litigation. There is not now any action, proceeding, litigation or investigation pending or, to the best of Seller's knowledge, threatened against Seller or the Property, or any basis therefor, that arises out of the ownership of the Property or that may affect the use, occupancy or operation of the Property for its present purpose or the value of the Property, or affect the ability of Seller to perform its obligation under this Agreement, or which questions the validity or enforceability of this Agreement.

(10) Foreign Person. Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.

(11) Environmental Matters.

(1) Seller has no knowledge of the application, use, treatment, production, generation, discharge, disposal, release or storage on, from or onto the Property, or any lot or property adjacent thereto, of any Hazardous Material (as hereinafter defined). "Hazardous Material" as used herein means and includes any petroleum, hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, any so called "superfund or superlien" law or any other federal, state or local statute, law, ordinance, code, rule, regulations, order, decree or other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now in effect and applicable to the Property. To the best of Seller's knowledge, the Building and all other improvements and fixtures constituting any portion of the Property do not contain any hazardous building materials or toxic substances including without limitation, friable asbestos or any other substance containing asbestos and being hazardous by federal or state regulations regulating such material, lead-based paints or PCBs except to the extent permitted by applicable laws. Seller has no knowledge of any underground storage tanks at the Property. If any Hazardous Material is discovered at the Property in violation of applicable law prior to the Closing Date and Seller does not agree to remedy such condition to Purchaser's reasonable satisfaction at Seller's sole cost, Purchaser shall have the right to terminate this Agreement by written notice to Seller and to be refunded the Deposit.

(2) Purchaser agrees that it will not with respect to the Property prior to the applicable Closing Date report to, notify or otherwise communicate with the United States Environmental Protection Agency ("EPA") or the Pennsylvania Department of Environmental Protection ("DEP") or any other party regarding any activities or conditions relating to the condition of the Property without the prior knowledge and consent of the Seller, unless:

i. An activity or condition related to the Property presents an emergency or imminent hazard to human health or the environment and notification by the Purchaser to EPA or DEP is required by applicable law; and

ii. The Purchaser is unable to contact the Seller within the time required by law for the Purchaser to give such notice to EPA or DEP.

(12) **Notices.** Seller has not received and has no actual knowledge of any notices of any violation of any law, order or requirement issued by any municipal or other public authority against or affecting all or any portion of the Property with regard to any work or improvements done or ordered by such authority to be done either before or after the Agreement Date. Seller has not received and has no actual knowledge of any notice or request from any insurance company or board of insurance underwriters (or similar organization) requesting the performance of any work or the correction of any conditions concerning the Property.

(13) **Utilities.** The Property is serviced by public water, sewer, gas and electric.

(14) **Governmental Certificates.** All certificates of occupancy necessary for operation of the Property as presently conducted, have been issued by all authorities having jurisdiction thereof and all such certificates of occupancy are in full force and effect. Seller has not received any written notice of suspension or cancellation of any certificate of occupancy;

(15) **Historic Property.** The Property has not been registered or certified as "historic" by any local, state or federal government entity or historic commission;

(16) **Public Roads.** All roads abutting the Property are dedicated public roads and a Deed to be delivered to Purchaser at Closing hereunder is the only instrument necessary to convey to Purchaser all rights appurtenant to the Property in such roads;

(17) **Fee Ownership.** Seller holds, or at the time of Closing will hold, fee simple title to the Property.

(B) **Representations and Warranties of Purchaser.** In order to induce Seller to enter into this Agreement, and with full knowledge that Seller is relying thereon, Purchaser hereby warrants and represents to Seller as follows: (i) this Agreement is duly authorized, executed and delivered by Purchaser, constitutes the legal and valid binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which it is subject; (ii) all documents executed by Purchaser which are to be delivered to Seller at the Closing will be duly authorized, executed and delivered by Purchaser, and will not violate any provisions of any agreement or judicial order to which Purchaser is a party or to which it is subject; (iii) that Purchaser shall provide truthful and complete information to any prospective lending institution in connection with any application for financing of the Purchase Price; (iv) that Purchaser's obligations under this Agreement are not conditioned or contingent upon the sale of any real or personal property that is not the subject of this Agreement.

(C) **Representations and Warranties to Survive Closing.** Each of the representations and warranties of the respective parties contained herein or made in writing pursuant to this Agreement, shall be true and correct as of the Agreement Date and as of the Closing Date and shall survive the execution and delivery of this Agreement and Closing.

8. **FIRE OR OTHER CASUALTY.** Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If on or prior to the Closing Date any portion of

the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall immediately give written notice thereof with specificity to Purchaser, and Purchaser shall have the right, at its sole option, of terminating this Agreement and being released from all liabilities and obligations hereunder, in which event the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of such damage. If notice of such damage is received by Purchaser and Purchaser fails to deliver written notice to Seller of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Agreement. If Purchaser does not terminate this Agreement, the proceeds of any insurance paid between the Agreement Date and the Closing Date, not utilized to repair and restore the Realty or other Property, shall be paid to Purchaser on the Closing Date, together with the deductible amount, if any, under Seller's casualty insurance policy and Seller shall assign to Purchaser all rights Seller has to any future insurance proceeds arising from such casualty, without in any manner affecting the Purchase Price.

9. **CONDEMNATION.** If on or prior to the Closing Date, all or any portion of the Property is taken by eminent domain or a notice of any eminent domain proceeding with respect to the Property or any part thereof is received by Seller, Seller shall immediately give written notice thereof with specificity to Purchaser. If such taking adversely affects the Property in the sole determination of Purchaser, Purchaser shall have the option to complete the purchase hereunder, or terminate this Agreement, in which event this Agreement shall be null and void and the Deposit shall be returned to Purchaser. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of eminent domain proceedings. If notice of condemnation is received by Purchaser and Purchaser fails to deliver written notice of Purchaser's election, such failure shall be deemed an election by Purchaser to complete the purchase of the Property under this Agreement. If Purchaser elects (or is deemed to have elected) to complete the purchase of the Property hereunder, the purchase shall be completed in accordance with this Agreement, except at the Closing Seller shall pay, assign and transfer to Purchaser all proceeds from such proceedings theretofore received by Seller with regard to the Property and all rights Seller has to any future proceeds of such eminent domain proceedings with regard to the Property, without in any manner affecting the Purchase Price.

10. **DEFAULT.**

(A) **Purchaser's Default.** Should Purchaser default under any of the terms, covenants or conditions of this Agreement, provided Seller is not in default hereunder, Seller shall have as its sole and exclusive remedy, the right to terminate this Agreement of Sale and to receive the entire Deposit as liquidated damages and not as a penalty, such being agreed between Purchaser and Seller to be a necessary condition to this Agreement in order to compensate Seller for expenses and expenditures incurred and made in connection therewith and the damages sustained as a result of withdrawing the Property from the market and otherwise for Purchaser's non-compliance with this Agreement. Thereupon, this Agreement shall become null and void and of no further force and effect and neither party shall have any further rights, liabilities or obligations hereunder.

(B) **Seller's Default.**

(1) **Seller's Inability to Convey Title.** If Seller is unable to convey title at Closing in accordance with the requirements of this Agreement, then, Purchaser's only remedy shall be to terminate this Agreement by giving written notice to Seller on or before the Closing Date. Purchaser may, nevertheless, accept such title as Seller shall be able to convey in accordance with Section 5.C(1) hereof.

(2) **Breach of Representation, Warranty or Covenant.** If Purchaser has actual knowledge prior to the Closing Date that any of the representations and warranties of Seller are not true and correct or have otherwise been breached or that any of Seller's covenants have been breached, then, Purchaser's

sole remedy shall be to terminate this Agreement by giving written notice of such termination to Seller on or before the Closing Date, at which time, the Deposit shall be returned to Purchaser

**11. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION.**

(A) **Conditions Precedent.** The obligation of Purchaser to complete Closing hereunder in accordance with this Agreement is contingent upon satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser on or prior to the Closing Date):

(1) **Compliance with Covenants.** All of the covenants and agreements to be performed by Seller on or prior to the Closing Date under the terms of this Agreement shall have been so performed by Seller.

(2) **Seller's Representations and Warranties.** Each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all respects on the Closing Date as though made on the Closing Date.

(3) **Title Policy.** An unconditional commitment therefor meeting the requirements of Section 5.B hereof, shall have been issued by the Purchaser's Title Company to Purchaser, provided however, that such condition shall be deemed waived and or satisfied in the event that Seller has performed all of its obligations hereunder with respect to such Title Policy, and such non issuance is the result of any act or failure to act on the part of Purchaser.

(4) **No Termination.** Purchaser shall not have validly terminated this Agreement in accordance with the terms hereof.

(5) **Delivery of Seller's Closing Documents.** Seller shall have delivered to Purchaser all Seller's Closing documents pursuant to Section 14.A hereof.

(6) **Rights of Termination.** In the event that any of the foregoing conditions shall not have been fulfilled or waived on or before the Closing Date, then Purchaser may elect, upon notice to Seller, to terminate this Agreement, in which event the Purchaser shall have the applicable rights available under Section 10.B hereof.

(7) **Documents.** Within ten (10) days of the Agreement Date, Seller shall deliver to Purchaser to the extent available and in the possession of Seller or her agents:

- i. the latest as-built plans or surveys of the Property prepared by a registered and licensed surveyor, if any;
- ii. a list of all service contracts, if any, with respect to the Property;
- iii. copies of the latest environmental reports with respect to the Property which are in Seller's possession, if any, which reports shall be deemed confidential information;
- iv. copies of the latest title commitment and title policy with respect to the Property, if any;
- v. originals, if reasonably available, of the following instruments (or copies if originals are unavailable), all certified by Seller as true and correct to the best knowledge of Seller:

a. all certificates of occupancy, licenses, plans, permits, authorizations and approvals required by law and issued by all governmental authorities having jurisdiction over the Property;

b. All building records, if any, with respect to the Property; and

c. Each bill of current real estate taxes and bills for the past three (3) years, sewer charges and assessments, municipal services and other utilities, together with proof of payment thereof (to the extent the same have been paid).

## 12. CLOSING.

(A) Closing Date. Closing on the purchase of the Property (the "Closing") shall occur Thirty (30) days from the date of the Expiration of the Inspection Period (herein referred to as the "Closing Date"). Closing shall be held at the Title Company or such other place agreed to by the parties;

(B) Advancing the Closing Date. Purchaser may advance the Closing Date by giving Seller five (5) days prior written notice thereof.

## 13. APPORTIONMENTS AND TRANSFER TAX.

(A) Apportionments. The following apportionments shall be prorated on a per diem basis as of midnight of the day preceding the Closing Date, all of which, to the extent applicable, shall be reflected on a closing statement (the "Closing Statement") executed by Seller and Purchaser on the Closing Date:

(1) Real Estate Taxes. Real estate taxes shall be apportioned on a per diem basis based on the fiscal or calendar year of each taxing authority.

(2) Water, Sewer and Other Utility Charges. Any water or other utility charges assessed against the Property shall be apportioned on a per diem basis based on the billing cycle of such utility.

(3) Transfer Taxes. Any transfer taxes imposed by any governmental authority upon this transaction shall be shared equally by Seller and Purchaser.

## 14. CLOSING PROCEDURE.

(A) Seller's Closing Documents. At or before the Closing, Seller shall deliver to Purchaser, or cause to be delivered to Purchaser the following:

(1) A special warranty deed as is customary in the state in which the Property is located duly executed by Seller conveying good and marketable title to the Realty, subject only to the Permitted Exceptions;

(2) A duly executed Assignment in form acceptable to Purchaser's counsel, all of Seller's right, title and interest in and to any Leases, Plans and Incidental Rights;

(3) Originals or copies, if originals are not available, of building permits, licenses, approvals and certificates of occupancy for the Property and all other documents relating to the Property;

(4) Duly executed certificates required by Section 1445 of the Internal Revenue Code that Seller is not a foreign person within the meaning of said Section 1445;

(5) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered to Purchaser and for which Purchaser has made specific demand not less than five (5) days prior to Closing;

(6) Copies of any other prior documents, instruments, records, correspondence or agreements relating to the Property as the Purchaser's title insurer may reasonably require to insure title;

(7) The Closing Statement executed by Seller;

(8) All keys and combinations to the locks on any Building located at the Property; and

Seller further covenants that it will at any time, from time to time after Closing hereunder, upon request of Purchaser, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required for the conveying, transferring, assuring and confirming title to the Realty to Purchaser.

(B) **Purchaser's Closing Documents.** At or before the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following:

(1) An assumption of the Incidental Rights;

(2) The balance of the Purchase Price remaining due at time of Closing;

(3) The Closing Statement executed by Purchaser;

(4) Documents of authority of Purchaser authorizing the transactions contemplated by this Agreement; and

(5) Such other instruments and payments may be reasonably required by the Title Company or otherwise reasonably required to consummate the purchase of the Property in accordance with the terms hereof and for which specific demand not less than five (5) days prior to Closing.

(C) **Possession.** Possession of the Property shall be delivered by Seller to Purchaser at Closing.

(D) **Tender.** Formal tender of an executed deed and purchase money is hereby waived.

15. **REAL ESTATE BROKERS.** Seller and Purchaser hereby acknowledge that neither party retained a real estate broker for in connection with this transaction. Seller or Purchaser shall indemnify and hold the other harmless against any losses, costs or expenses (including Attorney's fees) arising out of claims from any broker or agent or any other broker or finder in connection with this transaction.

16. **BULK SALE.** In the event the sale of the property by the Seller constitutes a "Bulk Sale" under the "Bulk Sale Laws", Seller agrees to comply with said laws and shall give any and all notices to the governmental agencies or authorities required under those certain laws of the Commonwealth of Pennsylvania,

in advance of the transfer of the Property by Seller to Purchaser. Seller shall also act in good faith and with reasonable diligence to apply for, obtain and deliver to Purchaser and the Purchaser's Title Company any and all clearance certificates evidencing the payment by Seller of certain taxes, assessments and contributions to the state in which the Property is located as, and to the extent, required by the Bulk Sales Laws at or as soon after the Closing Date as is reasonably possible. The parties acknowledge that, as a result of procedures for the administration of applications for such clearance certificates, and anticipated delays therein, it may not be reasonably possible for Seller to obtain and deliver such clearance certificates as of the Closing Date, or for some period of time thereafter. If any such required clearance certificate is not available at the Closing, the failure to deliver such clearance certificate, and any exception therefore raised by the Title Company, if any, shall not constitute a default by Seller or a deficiency in title provided that Seller provides to the Purchaser's Title Company Seller's written indemnity and escrow for any and all losses resulting from the Bulk Sales Laws in a form and amount reasonably acceptable to Purchaser. Such indemnity shall not expire and the escrow not released unless and until Seller delivers all such required clearance certificates. Purchaser may request and Seller shall provide a written statement by a certified public accountant who has reviewed Seller's financial records verifying Seller's compliance with all required tax filings and payment of all tax liabilities up to and including the date of Settlement. Seller shall promptly provide to Purchaser a copy of any such clearance certificate issued to Seller.

**17. GENERAL PROVISIONS.**

(A) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no other terms, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, which are not herein referred to or incorporated. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought

(B) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their permitted respective successors and assigns. Purchaser shall have the right on or before the Closing Date to assign its interest hereunder to any person or entity.

(C) **Notices.** All notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered personally; (b) three (3) business days after being mailed by first class certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the parties at the following addresses:

- (1) If to Purchaser:  
Main Swetland, LLC  
Attn: Frank Cawley  
170 South Highland Drive  
Jenkins Township, PA 18640

With Copy to:  
Samuel A. Falcone, Esquire  
1170 Highway 315, Suite 1  
Plains, PA 18702

- (2) If to Seller:

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

With Copy to:

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

Notices may also be given by prepaid telegram or facsimile and shall be effective on the date transmitted if confirmed within twenty (24) hours thereafter by a signed original sent in the manner provided in the preceding sentence. Any party may change its address for notice and the address to which copies must be sent by giving notice of the new address to the other party in accordance with this Section, except that any such change of address notice shall not be effective unless and until received.

(D) **Time of the Essence.** All times provided for herein are and shall be of the essence of this Agreement and any extension of any such time or times shall continue to be of the essence of this Agreement.

(E) **Assignment.** Purchaser may assign all its rights and interest in this Agreement to a business entity of its choosing.

(F) **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Agreement is held to be unenforceable because of the time period of such provision, the court making such determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

(G) **Captions.** The section captions contained herein are not a part of this Agreement. They are included solely for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement.

(H) **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located without giving effect to the principles of conflict of laws.

(I) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single agreement. For purposes of this Agreement, a telecopy of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed the day and year first above written.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

SELLER:

Pastor Juan Santos

DR. R. W. M. M.

**EXHIBIT "B"**

## EXHIBIT "A"

2016/NOV/15/TUE 11:23

Cawley PF

FAX No. 570 208 2788


P. 001

WITNESS:

\_\_\_\_\_

PURCHASER:

Main Swetland, LLC

A handwritten signature in black ink, appearing to be 'Frank Cawley', is written over a horizontal line.

Frank Cawley, Member

**TAB 11-B. RDA-300 FORM (SOURCES OF FUNDS)**

**SITE CONTROL DOCUMENTATION**

**(Property Deed – Parcel 4)**



**EVIE RAFALKO McNULTY**  
**LACKAWANNA COUNTY RECORDER OF DEEDS**  
 Scranton Electric Building  
 507 Linden Street  
 Scranton, Pennsylvania 18503  
 (570) 963-8775

Instrument Number - 200901674

Recorded On 1/27/2009 At 3:03:24 PM

\* Total Pages - 4

\* Instrument Type - DEED

Invoice Number - 120854

User - EN

\* Grantor - VARA, JOHN E

\* Grantee - GILBRO REALTY INC

\* Customer - WILLIAM STEPPACHER

**\* FEES**

STATE TRANSFER TAX	\$1,100.00
STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER OF DEEDS	
AFFORDABLE HOUSING	\$13.00
PARCEL CERTIFICATIONS	\$10.00
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
SCRANTON SCHOOL REALTY TAX	\$550.00
SCRANTON CITY	\$2,750.00
TOTAL PAID	\$4,451.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

**RETURN DOCUMENT TO:**

**WILLIAM STEPPACHER**  
 224 ADAMS AVENUE  
 SCRANTON, PA 18503  
 ATTN: BOX 79

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Lackawanna County, Pennsylvania.



*Evie Rafalko McNulty*

**Evie Rafalko McNulty**  
 Recorder of Deeds

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

028154



File No. 1-2008-1248

Parcel ID No. 15617-080-001

This Indenture, made the 9<sup>th</sup> day of January 2009,

Between

**JOHN E. VARA AND LYNNE A. VARA, HIS WIFE, OF RR2, BOX 2005,  
MOSCOW, PA 18444,**

(hereinafter called the Grantors), of the one part, and

**GILBRO REALTY, INC., OF 810 MAIN STREET, MOOSIC, PA 18507,**

(hereinafter called the Grantee), of the other part,

**Witnesseth**, that the said Grantors for and in consideration of the sum of **one hundred ten thousand and 00/100 Dollars (\$110,000.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, as sole owner

***ALL THE SURFACE OR RIGHT OF SOIL ALL THAT CERTAIN*** lot, piece or parcel of land, situate, lying and being in the City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, with improvements thereon, more particularly bounded and described as follows:

***BEING*** Lot Numbered Four (4) in Block Number Two (2) as designated and laid out on the plot or map of the said, the Keystone Land Company, known and described as "Lincoln Heights Annex" which said plot or map is of record in the Office for the Recording of Deeds in and for the said County of Lackawanna, in Map Book No. 1, Page 83. Said lot being fifty-three and eleven-one hundredths (53.11) feet in front upon South Main Avenue, one hundred fifty-three and four one-hundredths (153.04) feet in depth on the Southerly side and one hundred sixty (160) feet in depth on the Northerly side of an alley to an alley fourteen (14) feet wide, as shown by said recorded map, and being fifteen (15) feet in width in the rear; together with the appurtenances.

***SUBJECT*** to the same conditions, exceptions, restrictions and reservations as are contained in all prior deeds forming the chain of title.

***ASSESSMENT MAP NO.: 15617 080 001.***

***THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL, OILS, MINERALS AND GASES AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL***

**RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND, THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.**

BEING the same premises which SUZANNE J. ANISKA, SINGLE, FORMERLY KNOWN AS SUZANNE J. WHARTON, by her certain Deed dated the 26<sup>th</sup> day of September 2003, and recorded on September 29, 2003, and recorded in the Office of the Recorder of Deeds of Lackawanna County in Record Book 1055, at Page 289, granted and conveyed unto JOHN E. VARA and LYNNE A. VARA, HIS WIFE, in fee, the Grantors herein.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, her heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:

\_\_\_\_\_

JOHN E. VARA

*John E. Vara*

(SEAL)

\_\_\_\_\_

LYNNE A. VARA

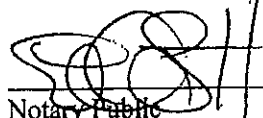
*Lynne A. Vara*

(SEAL)

Commonwealth of Pennsylvania } ss  
County of Lackawanna

On this the 9<sup>th</sup> day of January 2009, before me, the undersigned Notary Public, personally appeared **JOHN E. VARA and LYNNE A. VARA**, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.


IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Erin Steppacher, Notary Public  
City Of Scranton, Lackawanna County  
My Commission Expires Feb. 3, 2009  
Member, Pennsylvania Association of Notaries



Notary Public

My commission expires 2-3-09

The address of the above-named Grantee is:  
**810 Main Street  
Moosic, PA 18507**

  
On behalf of the Grantee

Our File No. 1-2008-1248

Record and return to:

Reliable Abstract

LACKAWANNA COUNTY  
CERTIFIED PROPERTY IDENTIFICATION  
MUNI: 34  
PIN: 15617 080 001  
USE: 6000 ASSESS VAL: 7400  
DATE: 1/27/09 AN  
6.00 CLEAR

**TAB 11-B. RDA-300 FORM (SOURCES OF FUNDS)**  
**SITE CONTROL DOCUMENTATION**

**(Property Deed – Parcel 5)**



**EVIE RAFALKO McNULTY**  
**LACKAWANNA COUNTY RECORDER OF DEEDS**  
Scranton Electric Building  
507 Linden Street  
Scranton, Pennsylvania 18503  
(570) 963-6775

Instrument Number - 200913460

Recorded On 6/1/2009 At 10:17:39 AM

\* Total Pages - 5

\* Instrument Type - DEED

Invoice Number - 129555

User - MN

\* Grantor - SUNOCO INC

\* Grantee - SOUTH SCRANTON XPRESS MARTS INC

\* Customer - HASSEY LEGAL SERVICES

\* FEES

STATE TRANSFER TAX	\$13,000.00
STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER OF DEEDS	\$13.00
AFFORDABLE HOUSING	\$13.00
PARCEL CERTIFICATIONS	\$10.00
COUNTY IMPROVEMENT FEE	\$2.00
ROAD IMPROVEMENT FEE	\$3.00
SCRANTON SCHOOL	\$6,500.00
REALTY TAX	
SCRANTON CITY	\$32,500.00
TOTAL PAID	\$52,051.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
HASSEY LEGAL SERVICES  
304 WILKES-BARRE TWP. BLVD  
WILKES-BARRE, PA 18702

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Lackawanna County, Pennsylvania.



*Evie Rafalko McNulty*

Evie Rafalko McNulty  
Recorder of Deeds

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

0285AF



**SPECIAL WARRANTY DEED**

SUNOCO, INC. (R&M), a Pennsylvania Corporation, formerly SUN COMPANY, INC. (R&M), a Pennsylvania Corporation formerly Sun Refining and Marketing Company, a Pennsylvania Corporation, formerly Sun Oil Company of Pennsylvania, a Pennsylvania Corporation, successor by merger to Sun Oil Company, a New Jersey Corporation, 1735 Market Street, Philadelphia, Pennsylvania 19103, GRANTOR, for and in consideration of the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00), the receipt of which is hereby acknowledged, grants and conveys to South Scranton Xpress Marts, Inc., 1227 S. Main Avenue, Scranton, PA 18507, GRANTEE, the heirs or successors and assigns of Grantee, forever, all that certain parcel of Real Estate in the City of SCRANTON, County of LACKAWANNA, Commonwealth of Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof,

Subject to easements, restrictions and conditions of record, easements or restrictions visible upon the ground, any state of facts which an accurate survey would disclose, and a right to repurchase and right of first refusal to Grantor, expiring no later than fifteen (15) years from the date hereof, as set forth in the Agreement of Sale dated February 12, 2009, between Grantor and Grantee.

This document does not include or insure the title to the coal and the right of support underneath the surface land described or referred to herein and the OWNER or OWNERS of such coal may have the complete legal right to remove all of such coal and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land. The inclusion of this notice does not enlarge, restrict or modify any legal rights or estates otherwise created, transferred, excepted or reserved by this instrument.

This conveyance is made in the normal course of business of the Grantor herein, and does not constitute the sale of all or substantially all of the assets of the Corporation.

AND THE GRANTOR will warrant specially the property hereby conveyed, subject as aforesaid.

PENNSYLVANIA - SPECIAL WARRANTY

IN WITNESS WHEREOF, SUNOCO, INC. (R&M) has set its hand and seal this 16  
day of April, 2009.

SUNOCO, INC. (R&M)

BY:

John P. Steel  
Disposition Manager

ATTEST:

Joan C. Scarpa  
Vice President

COMMONWEALTH OF PENNSYLVANIA )

) SS

COUNTY OF PHILADELPHIA )

On this 16 day of April, 2009, before me personally appeared John P. Steel who acknowledged himself to be the Disposition Manager of Sunoco, Inc. (R&M), a Pennsylvania corporation, and that he as such Disposition Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Disposition Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Christine M. Pryszak  
Notary Public

THIS INSTRUMENT PREPARED BY: ALEXANDER KNAPP  
MELLON BANK CENTER, 1735 MARKET STREET, PHILADELPHIA, PENNSYLVANIA  
19103.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Christine M. Pryszak, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires June 8, 2009  
Member Pennsylvania Association of Notaries

## EXHIBIT A

**LEGAL DESCRIPTION OF:** 1227 South Main Avenue, Scranton,  
Lackawanna County, Pennsylvania 18504.

BEGINNING at a cut spike in a concrete walk at the corner formed by the intersection of the Southeasterly side of South Main Avenue and the Southwesterly side of Smith Street; THENCE extending South forty-eight degrees thirty minutes East along the said side of Smith Street three hundred thirty-four feet and seventy-two one hundredths of a foot to a stake set at the intersection of the said side of Smith Street and the Northwesterly side of Snyder Avenue; THENCE extending South twenty-three degrees thirty-three minutes West along the said side of Snyder Avenue one hundred forty-two feet to a stake set at the intersection of the said side of Snyder Avenue and the Northeasterly side of a Fourteen feet wide alley extending Northwestward into the said South Main Avenue; THENCE extending North forty-eight degrees thirty minutes West along the said side of said alley three hundred thirty-four feet and seventy-two one hundredths of a foot to a stake set at the intersection of the said side of said alley and the Southeasterly side of said South Main Avenue; THENCE extending North twenty-three degrees thirty-three minutes East along said side of South Main Avenue one hundred forty-two feet to the first mentioned POINT and PLACE OF BEGINNING.

SUBJECT to exceptions and reservations of coal and other minerals as set forth in various deeds in the chain of title.

UNDER AND SUBJECT to certain Building Restrictions and Conditions as fully set forth in deeds recorded in Deed Book No. 216, pages 595 and 596.

LESS THE FOLLOWING:

ALL that certain lot or parcel of ground with the improvements thereon erected situate in the City of Scranton, County of Lackawanna, and State of Pennsylvania, more particularly described as follows:

BEGINNING at a point formed by the intersection of the southerly side of Smith Street (40 feet wide) and the westerly side of Snyder Avenue (40 feet wide); THENCE (1) along the westerly side of Snyder Avenue, South 23 degrees 33 minutes West, 142 feet to a point in a 14 feet wide alley; THENCE (2) along the northerly side of said alley, North 48 degrees 30 minutes West, 184.72 feet to a point; THENCE (3) along other lands of seller, North 23 degrees 33 minutes East, 142 feet to a point in the southerly side of Smith Street; THENCE (4) along the southerly side of Smith Street, South 48 degrees 30 minutes East, 184.72 feet to the POINT and PLACE OF BEGINNING.

MAP # 15613-080-015

LACKAWANNA COUNTY  
CERTIFIED PROPERTY IDENTIFICATION  
MUNI: 34  
PIN: 15613 080 015  
USE: 4000 ASSESS VAL: 37400  
DATE: 5 29 05 JK CLERK  
10

**RESOLVED**, That all, or any one of the individuals holding the following titles, is hereby authorized to enter into, execute and deliver in the name of this Corporation, contracts for the purchase or sale of real and personal property, deeds, leases and easements, government permits and collateral instruments of all kinds related to the acquisition, transfer or use of real and personal property and to perform all acts necessary or desirable in connection with the execution, filing or recording of such instruments; all subject, however, to the expenditure limits contained in the respective Delegations of Authority for real estate transactions currently in force at the time of such transaction:

Joan Scarpa  
Vice President

Date: April 16, 2009

On this 16 day of April, 2009, before me the undersigned officer, personally appeared Joan Scarpa of Sunoco, Inc. (R&M), known to me to be such person and such officer and acknowledged that the foregoing instrument is a certified copy of a resolution duly adopted by the Board of Directors of Sunoco, Inc. (R&M).

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Christine M. Pryszlak, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires June 8, 2009

*Christina M. Pryor*  
Notary Public

**TAB 12.**  
**(INTENTIONALLY LEFT BLANK)**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

**TAB 13.**

**PLANS AND SPECIFICATIONS**

*West Scranton Revitalization Project*

*City of Scranton, Lackawanna County*

**Plans and specifications are currently under development.**

**TAB 14.**

**RACP FUNDING ACCUMULATION SCHEDULE**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

## TAB 14: FUNDING ACCUMULATION SCHEDULE

**DIRECTIONS:** Complete the 4 boxes immediately below, then enter amounts in the 3 highlighted cells. The balance of the form will self-calculate.

Applicant:	City of Scranton
Sub-Applicant:	Main Swetland LLC
Project Name:	West Scranton Revitalization Project
Reason if requesting other than a 36-month drawdown schedule:	Estimated construction period is 10 months.

A. Redevelopment Assistance Grant:	\$2,500,000
B. Total Match (Non-RACP) Amount:	\$3,039,000
C. Total Project Funding (C = A + B):	\$5,539,000

Accumulation Per Month = Redevelopment Assistance Grant divided by 10 Months.

Month	Accumulation per month	Accumulated Amount
1	\$250,000	\$250,000
2	\$250,000	\$500,000
3	\$250,000	\$750,000
4	\$250,000	\$1,000,000
5	\$250,000	\$1,250,000
6	\$250,000	\$1,500,000
7	\$250,000	\$1,750,000
8	\$250,000	\$2,000,000
9	\$250,000	\$2,250,000
10	\$250,000	\$2,500,000
11	\$0	\$2,500,000
12	\$0	\$2,500,000
13	\$0	\$2,500,000
14	\$0	\$2,500,000
15	\$0	\$2,500,000
16	\$0	\$2,500,000
17	\$0	\$2,500,000
18	\$0	\$2,500,000
19	\$0	\$2,500,000
20	\$0	\$2,500,000
21	\$0	\$2,500,000
22	\$0	\$2,500,000
23	\$0	\$2,500,000
24	\$0	\$2,500,000
25	\$0	\$2,500,000
26	\$0	\$2,500,000
27	\$0	\$2,500,000
28	\$0	\$2,500,000
29	\$0	\$2,500,000
30	\$0	\$2,500,000
31	\$0	\$2,500,000
32	\$0	\$2,500,000
33	\$0	\$2,500,000
34	\$0	\$2,500,000
35	\$0	\$2,500,000
36	\$0	\$2,500,000

**TAB 15.**

**PERMITS, LICENSING, REGULATORY & LEGAL  
REQUIREMENTS**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

**UNDER PREPARATION**

**TAB 16.**  
**FLOOD ZONE REQUIREMENTS**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*



**BUREAU OF CITY PLANNING**

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

February 13, 2017

Re: 1100 Block, S. Main Avenue, Scranton, PA 18505

To Whom It May Concern:

Please allow this letter to serve as your evidence that the above referenced property is located in Zone C (areas of minimal flooding) pursuant to FIRM panel #420538 0010B, effective August 15, 1980. To the best of my knowledge this site has never been subject to riverine flooding.

Attached please find a FIRMette indicating the subject property.

If anyone has any further questions regarding this matter contact me at 570-348-4280 or [dking@scrantonpa.gov](mailto:dking@scrantonpa.gov).

Sincerely,

Donald J. King, AICP, CFM  
City Planner

Certified Floodplain Manager  
#US-12-06350

Program at (800) 638-6620, or (800) 424-8872.



APPROXIMATE SCALE

800 0 80

NATIONAL FLOOD INSURANCE PROGRAM

# **FIRM** FLOOD INSURANCE RATE MAP

CITY OF  
SCRANTON,  
PENNSYLVANIA  
LACKAWANNA COUNTY

PANEL 15 OF 25  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

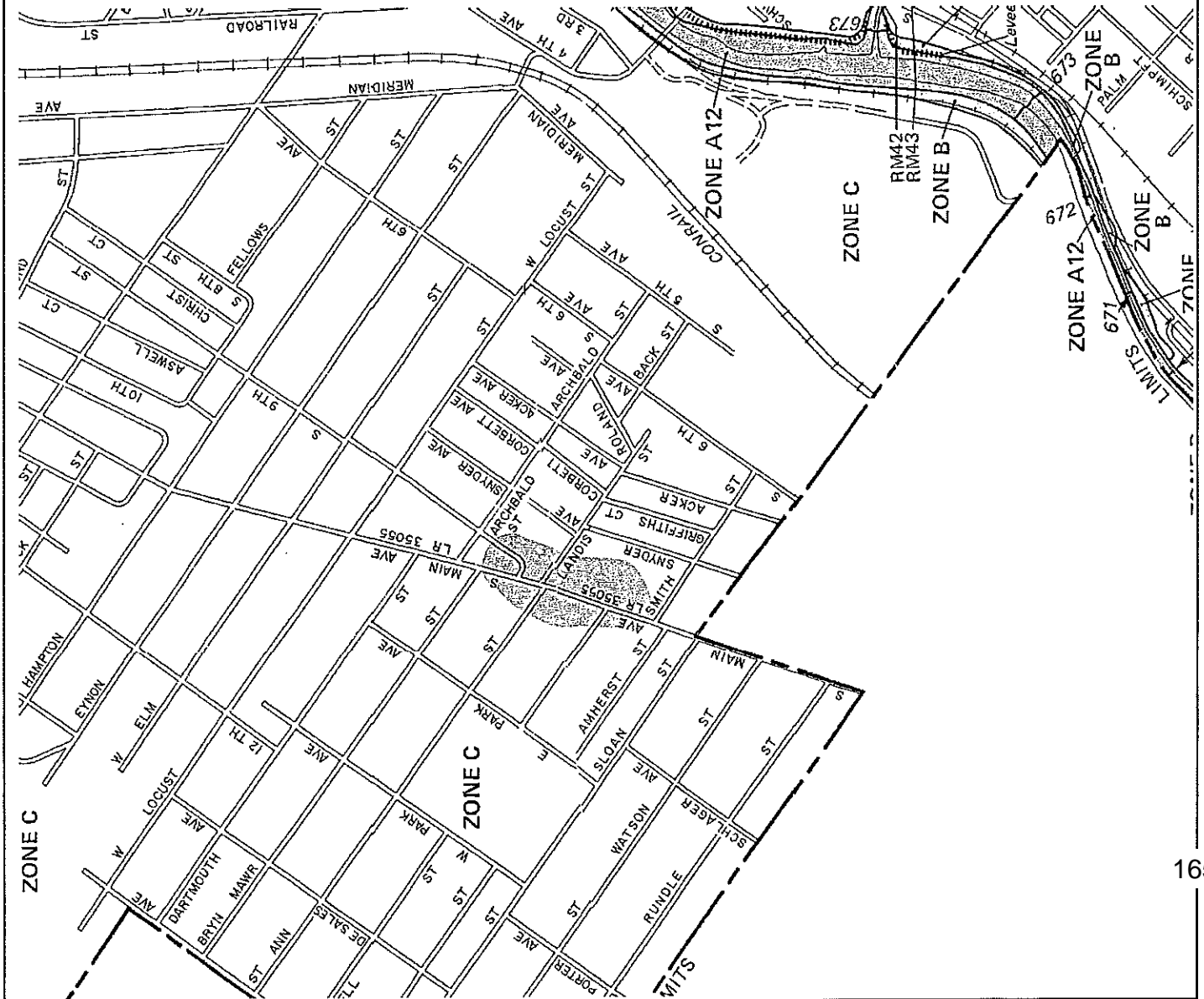
COMMUNITY-PANEL NUMBER  
420538 0015 B

EFFECTIVE DATE:  
AUGUST 15, 1980



U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT  
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRMette - Desktop version 3.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Further information about National Flood Insurance Program flood hazard maps is available at <http://www.msc.fema.gov/>.



**TAB 17.**

**STATEMENT OF COMMUNITY PARTICIPATION**

*West Scranton Revitalization Project*

*City of Scranton, Lackawanna County*



OFFICE OF THE MAYOR

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

September 13, 2016

Mr. Steven Heuer  
Director  
Bureau of Revenue, Capital and Debt  
Office of the Budget  
Commonwealth of Pennsylvania  
18<sup>th</sup> Floor, Harrisstown 2  
333 Market Street  
Harrisburg, PA 17101-2210

Dear Mr. Heuer:

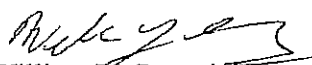
On behalf of the City Administration and the people of the city of Scranton, I would like to take this opportunity to offer my commitment and full support to the West Scranton Revitalization Project, which will involve the design and construction of a multi-story mixed-use property, designed to provide a modern venue for healthcare services, the bioscience industry and for new residential space.

The project will be located at 1142 – 1150 South Main Avenue in West Side, just several hundred feet from a new multi-million dollar retail strip center with national retail tenants. West Side is an area experiencing a significant degree of redevelopment as a consequence of the immediate downtown redevelopment near Mount Pleasant Corporate Center, whose tenants include Geisinger Health System, Physicians Health Alliance, Lab Corp and Valley Oral and Maxillofacial Surgery. The proposed site of the West Scranton Revitalization Project is an ideal complement to the Center, as it allows smaller medical businesses to cluster-complementing the newly constructed Rite Aid Pharmacy and nearby pediatrician and audiologist offices.

The West Scranton Revitalization Project is an ideal candidate for support through the Redevelopment Assistance Capital Program, as the completion of this project will facilitate economic growth, encourage new business, redevelop a blighted area to a more productive use, and provide new employment and housing opportunities in our community.

Once again, I would like to take this opportunity to offer my commitment and full support to the West Scranton Revitalization Project. If you should have any questions, please do not hesitate to contact me directly. Thank you in advance for your time and consideration of this letter of commitment and support.

Sincerely,

  
William L. Courtright  
Mayor, City of Scranton



March 20, 2017

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

Re: West Scranton Revitalization Project  
Redevelopment Assistant Capital Program (RACP)  
2,500,000.00

Dear Atty. Boyles:

Attached please find the Resolution for applying, accepting and disbursing funding from RACP in the amount of \$2,500,000.00. This Resolution is needed in order for the PA Office of the Budget to move forward with the application.

If you have any questions regarding this project, please contact me or Linda Aebli at 348-4216.

Sincerely,

A handwritten signature in cursive script that reads "Linda B. Aebli".

Linda B. Aebli  
Executive Director

lba/

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FROM THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT IF THE APPLICATION IS SUCCESSFUL; AND COORDINATING THE USE OF THE GRANT FUNDS WITH "MAIN SWETLAND LLC AND SOUTHSIDE XPRESS MARTS, INC. FOR THE PROJECT TO BE NAMED THE "WEST SCRANTON REVITALIZATION PROJECT".**

WHEREAS, a blighting influence exists due to the deteriorating condition of the 1100 and 1200 blocks of South Main Avenue, Scranton, Pennsylvania, and

WHEREAS, Main Swetland LLC and Southside Xpress Marts, Inc. have developed a plan for the elimination of blight in this section of West Scranton and the project shall be known as the "West Scranton Revitalization Project" (the Project"); and

WHEREAS, the City of Scranton, in coordination with "Main Swetland LLC", 170 S. Highland Drive, Pittston, Pennsylvania 18640 and Southside Xpress Marts, Inc., or their designees, is desirous of obtaining funds from the Commonwealth of Pennsylvania's Office of the Budget, Redevelopment Assistance Capital Program (RACP) in the amount of \$2,500,000.00 for prevention and elimination of blight in this area;

WHEREAS, Main Swetland LLC proposes to design and construct a new two-story 16,000 square foot building and make other improvements on the westerly side of the 1100 block of South Main Avenue in Scranton, Lackawanna County, Pennsylvania through the Redevelopment Assistance Capital Program (RACP); and

WHEREAS, Southside Xpress Marts, Inc. plans to demolish its corporate headquarters on the easterly side of the 1200 block of South Main Avenue and build additional commercial space along with other improvements through the Redevelopment Assistance Capital Program (RACP); and

WHEREAS, the City will partner with "Main Swetland LLC" and Southside Xpress Marts, Inc., or their designees, 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 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

**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 apply for, 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.

**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.

**TAB 18.**

**RESOLUTION TO FILE APPLICATION BY APPLICANT**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

**TAB 19.**

**COOPERATION AGREEMENT OR ORDINANCE BY  
HOST MUNICIPALITY**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

**UNDER PREPARATION**

**TAB 20.**

**COOPERATION AGREEMENT WITH  
ADMINISTRATOR/SUBAPPLICANT**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

**UNDER PREPARATION**

**TAB 21.**  
**OPINION OF COUNSEL**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*



DEPARTMENT OF LAW

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

October 31, 2016

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

Re: Redevelopment Assistance Capital Program Grant (RACP)  
West Scranton Revitalization Project  
Scranton, Pennsylvania 18503  
Tab 21 – Statement of Compliance Requirements  
\$2,500,000.00

Dear Mr. Heuer:

I am the Solicitor for the City of Scranton (hereinafter referred to as "Applicant"). The Applicant has made an application for a Two Million Five Hundred Thousand (\$2,500,000.00) Dollar Grant from the Commonwealth of Pennsylvania's Office of the Budget Redevelopment Assistance Capital Program for the rehabilitation of the project to be call "**West Scranton Revitalization Project**" ("the Project").

In connection with the aforementioned application, I am of the opinion that:

- (a) The Applicant is a City of the Second Class A organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 340 North Washington Avenue, Municipal Building, Scranton, Pennsylvania 18503
- (b) There is no pending litigation against the Applicant that would have a material effect on the project; and
- (c) The Applicant can legally contract with the Commonwealth of Pennsylvania for financial assistance and has met all state/federal requirements.

The opinion herein is to the best of my knowledge and is made without any independent investigation or verification on my part. This opinion is limited to the matters expressly set forth herein, and no opinions are to be inferred or may be implied beyond the opinion expressly set forth herein. This opinion is as of the date

Mr. Steven Heuer

Re: Redevelopment Assistance Capital Program Grant (RACP)

West Scranton Revitalization Project

October 31, 2016

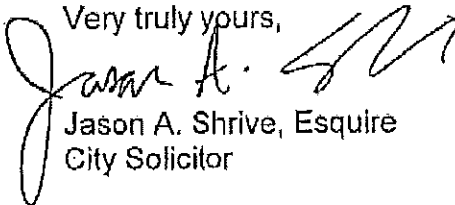
Page 2 of 2

Tab 21

hereof, and I undertake no obligation and hereby disclaim any obligation to advise of any change in the opinion set forth herein, whether based on a change in the law or any other circumstance.

This opinion is being delivered solely in connection with the application of the Applicant for said Grant and for no other purpose. Accordingly, without limitation, this opinion may not be quoted, in whole or in part; or otherwise referred to or filed with any other governmental authority or other regulatory agency, or otherwise circulated, utilized or relied upon for any other purpose without my prior written consent.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Jason A. Shrive", with a stylized flourish at the end.

Jason A. Shrive, Esquire  
City Solicitor

JS/lba

Cc: Linda B. Aebli, Executive Director, OECD  
Mr. Frank Cawley, Main Swetland, LLC  
Mr. Chris Cawley, Ashburn Advisors, LLC  
Atty. Samuel A. Falcone, Jr.

**TAB 22.**  
**EMINENT DOMAIN**

*West Scranton Revitalization Project*  
*City of Scranton, Lackawanna County*

**NOT APPLICABLE**



DEPARTMENT OF LAW

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

March 22, 2017

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

RECEIVED

MAR 23 2017

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 FROM THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT IF THE APPLICATION IS SUCCESSFUL; AND COORDINATING THE USE OF THE GRANT FUNDS WITH MAIN SWETLAND LLC AND SOUTHSIDE XPRESS MARTS, INC. FOR THE PROJECT TO BE NAMED THE "WEST SCRANTON REVITALIZATION PROJECT".

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

5C

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH THOMAS J. MCLANE AND ASSOCIATES INC. FOR THE PROFESSIONAL DESIGN AND ENGINEERING SERVICES TO PREPARE DOCUMENTS FOR CONSTRUCTION OF A WATER SPRAY PARK AND RELATED RECREATION SITE IMPROVEMENTS AT NOVEMBRINO PARK.**

**WHEREAS**, Novembrino Park in West Scranton is in need of substantial renovations and rehabilitation; and

**WHEREAS**, renovations and rehabilitation of the pool area and grounds need the expertise of a design professional with particular expertise in landscape planning and design, and recreation planning and design; and

**WHEREAS**, Thomas J. McLane and Associates, Inc. has the necessary landscape and recreation planning and design expertise to assist the City with the renovations and rehabilitation of Novembrino Park. A copy of the Contract for Professional Services is attached hereto as Exhibit "A" and incorporated herein by reference hereto.

**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 a contract with Thomas J. McLane and Associates, Inc. for professional design, preparation of construction documents and construction support services relating to the renovations and rehabilitation of Novembrino Park pursuant to the scope and costs as outlined in the proposal attached hereto and made a part hereof.

**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 interest 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 passage.

---

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

## CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Scranton**, Lackawanna County, Pennsylvania, herein after referred to as ("**The City**"), and Thomas J. McLane and Associates, Inc., herein after referred to as ("**Consulting Firm**").

WHEREAS, the **The City** desires to have certain one-time professional consulting work performed involving the design and engineering services to prepare documents for construction of a water spray park and related recreation site improvements, and;

WHEREAS, the **The City** desires to enter into a contract for this work pursuant to completing working drawings based on conceptual plans previously prepared by the **Consulting Firm**, and;

WHEREAS, the **Consulting Firm** desires to perform the work in accordance with the proposal it submitted, and;

WHEREAS, the Consulting Firm is equipped and staffed to perform the work.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

### THE CONSULTING FIRM SHALL:

1. Provide professional consulting services in accordance with the proposed Scope of Work, Fee Schedule and the Nondiscrimination/Sexual Harassment Clause, which are attached hereto and incorporated herein as Appendix A.
2. Obtain approval from the **The City** of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the **The City** to be of equal ability or experience to the predecessor.

### THE CITY SHALL:

1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$50,460.00 (FIFTY THOUSAND FOUR HUNDRED SIXTY DOLLARS).
2. Provide the Consulting Firm with reasonable access to city personnel, facilities, and information necessary to properly perform the work required under this contract.
3. Make payment to the Consulting Firm within 30 days after receipt of a properly documented and prepared invoice for work satisfactorily performed to date.

IT IS FURTHER AGREED THAT:

1. All copyright interests in work created under this Contract are solely and exclusively the property of the **The City**. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the Consulting Firm agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to the **The City**.
2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.
3. **Insurance:** The Consulting Firm shall procure and maintain, at its own cost and expense, insurance with companies that have an A.M. Best's Rating of not less than A- and acceptable to City of Scranton, with coverage limits of not less than stipulated below. The City of Scranton, the Commonwealth of Pennsylvania, and their respective officers, employees, directors, boards, Commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability and Excess/Umbrella Liability Insurance policies. An endorsement is required stating that the Consulting Firm's policies will be primary to any other coverage available to the City of Scranton and/or the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents. Any insurance maintained by the City of Scranton will be excess and non-contributory. Furthermore, no act or omission of the City of Scranton and/or the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall invalidate the coverage. All insurance coverage must be kept in effect during the Contract Period. Loss of insurance coverages could result in the voiding/termination of the Contract.
  - Worker's Compensation and Employers Liability. Worker's Compensation Insurance as required by statute. Employers Liability coverage to be carried with limits of not less than \$1,000,000.00/per accident, \$1,000,000.00/disease (policy limit), \$1,000,000.00/disease (each employee).
  - Commercial General Liability. Commercial General Liability Insurance is required with limits of not less than \$1,000,000.00 Each Occurrence; \$2,000,000.00 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate and \$1,000,000.00 Personal/Advertising Injury. The policy shall also cover liability arising from Blanket Contractual, Broad Form Property Damage, liability assumed under an insured contract (including tort liability of another assumed in a business contract), and Personal Injury (including coverage for discrimination, defamation, harassment, malicious prosecution, slander, and mental anguish). Products

and Completed Operations must be included. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. Such policy must contain a "Severability of Interests" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent, or on any other basis, that is available to the contractor or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the contractor has been included as an Additional Insured. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

- Automobile Liability. Business Automobile Liability covering all owned, non-owned, and hired autos in required with limits of not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. The City of Scranton, and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- Excess/Umbrella Liability. The Consulting Firm shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$5,000,000.00 in Any One Claim or Occurrence. Coverage shall include, but not be limited to, coverage provided by any underlying insurance. Underlying insurance shall include all liability coverage required by this contract except Professional Liability/Errors or Omissions coverage as outlined below. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- Professional Liability/Errors & Omissions Coverage. Evidence of Professional Liability/Errors & Omissions coverage, including Privacy Liability, must be provided, with limits of not less than \$10,000,000.00, with a deductible not to exceed \$10,000.00. Errors & Omissions coverage shall be applicable to any occurrence arising out of the performance of services required under the Professional Services Contract and shall cover liability arising from information technology services including, but not limited to, intellectual property infringement, privacy infringement, and, if applicable, software development services and computer or electronic information technology services. Coverage under an occurrence form shall be maintained in full force and effect under the policy during the contract period. Under a claims made form, continuous coverage is required. Should an Extended Discovery Period or "tail" coverage be required in the

event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years.

- Fidelity/Blanket Crime Insurance. Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than \$5,000,000.00 shall be submitted to the City of Scranton prior to the commencement of services. The Consulting Firm must maintain Third Party (includes money, securities, client's property, and other properties) coverage under the Crime policy. The City of Scranton shall be included as a co-loss payee. A copy of the actual Loss Payee Endorsement is required.

In witness thereof, the parties hereto have executed this Contract on the day and date set forth above.

WITNESS:

\_\_\_\_\_

FOR THE CITY:

\_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

Paul Bechtel

Paul Bechtel

FOR THE CONSULTING FIRM:

Thomas J. McLane

Thomas J. McLane, R.L.A., ASLA

TITLE: President

Appendix A: Scope of Work  
Fee Schedule  
Nondiscrimination/Sexual Harassment Clause  
Business Insurance Certifications

CITY OF SCRANTON

ATTEST:

BY: \_\_\_\_\_  
Lori Reed, City Clerk

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
William L. Courtright, Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Roseann Novembrino, City Controller

Date: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jessica L. Boyles, Esq., City Solicitor

Date: \_\_\_\_\_

**THOMAS J. McLANE AND ASSOCIATES, INC.**

*Landscape Architecture  
Environmental Science  
Recreation Planning*

*601 Stafford Avenue  
Scranton, PA 18505*

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January 31, 2017

City of Scranton  
340 North Washington Avenue  
Scranton, PA 18503

Attn: Mr. David Bulzoni, Business Administrator  
Re: Professional Services Proposal for the Novembrino Water Spray Park

Dear Mr. Bulzoni:

I pleased to submit the enclosed proposal for professional design and engineering services for the renovation of the Novembrino Pool site into a public outdoor water spray park.


As you are aware, our design team has been actively engaged in numerous schematic designs and budgeting efforts for the renovation of Novembrino Pool Complex since 2010. We believe the current conceptual design plans are complementary to the existing pool use, and that they will transform this rapidly deteriorating area into a vibrant and colorful outdoor water spray park for all city residents to enjoy.

Due to our extensive past conceptual design involvement, we believe our design team is best suited to seamlessly develop the approved concept plans into final design and construction documents.

Please note that are three itemized consultant proposals attached; Thomas J Mclane and Associates, Inc., Peters Design Group and Willian Senapedis, Professional Land Surveyor. The Fee Proposal Total for all consultants is \$50,460.00. A summary of the consultant's combined fees is located in PART D: CONSULTANT FEE SUMMARY on the bottom of page five (5) of the Mclane Associate's Scope of Services.

I thank you for the opportunity to submit this proposal, should you have any questions or require any additional information please contact our office.

Respectfully submitted,



Thomas J. McLane, R.L.A., A.S.L.A.  
President

# SCOPE OF WORK

## **PART A: PRELIMINARY DESIGN**

### **A1: Field Assessment and Mapping**

#### *A1a: Topographic Base Map*

The consultant team will format the raw base map provided by the surveyor for use in preparation of preliminary design plans, and construction drawings including; line weight adjustments, scaling, north arrow, title blocks, legends, logos, project location map and other graphic standards as necessary to accurately convey the existing site conditions.

#### *A1b: Utility Service Coordination (PA One Call)*

Prior to the surveyor commencing fieldwork, the city engineer and/or DPW Director will register the project with PA One Call System to identify and accurately mark in the field all known below ground utility lines and facilities. The consultant team will attend any required on-site coordination meetings with utility companies and respond to correspondence and/or review comments.

#### *A1c: Site Inventory and Analysis*

The consultant team will thoroughly examine and assess the study area including:

- structural conditions of the existing pavilion and changing rooms/restrooms
- locate and evaluate all mechanical, electrical, water service, storm and sanitary sewer systems
- identify observable natural features including surface and subsurface soils and geology and drainage patterns
- identify, locate, evaluate and quantify all manmade site fixtures: fences, curbs, walks and drainage conveyances
- identification and delineation of any wetlands, floodplains or water bodies
- the identification of surrounding property ownership and land uses
- the presence of existing soil erosion and/or surface drainage issues
- the identification of aggressive, weedy, invasive vegetation within the project area
- include all items contained in the PA DCNR Site development Plan Checklist

### **A2: Design Development Drawings**

#### *A2a: Project Coordination Meetings*

The kick-off meeting will provide the opportunity for the City Parks, DPW and Engineering staff and the consultant team to establish the work schedule, the time and place for future meetings and field visits, etc. At the second meeting, the consultant will present the preliminary park improvements concepts for the spray park layout. Any subsequent meetings will center on design development decisions, budgets, schedule and details of construction documents.

#### *A2b: Prepare Preliminary Design Drawings*

Using information gathered during the Site Inventory and Analysis and from meetings with City of Scranton staff *et. al.*, the Consultant will prepare a preliminary design package for review and approval by City of Scranton and PA DCNR. The preliminary design will identify and delineate the proposed spray park and all associated site improvements in various plan, sections, and elevation views. This design will also identify various site amenities and their locations, which may include benches, trash receptacles, lighting, kiosks and/or signage.

The preliminary design plans prepared by the consultant team will also provide innovative solutions to mediate any existing drainage deficiencies by promoting sheet flow, increasing native vegetation and adding bioretention/rain garden areas to improve stormwater runoff water quality. The consultant will coordinate with the Scranton Sewer Authority to determine any water quantity/water quality improvements they may incorporate into the project. Additionally, green infrastructure features will provide opportunities for interpretive/educational signage as well as creating an inviting natural setting.

#### A2c: Opinion of Probable Cost (based on preliminary design)

The consultant team will prepare an opinion of probable costs for the proposed improvements based on the preliminary design drawings. This will allow City of Scranton to make informed budgeting decisions as to final scope of improvements as the designs progresses from preliminary to final design.

#### A2d: Final Design Drawings

The consultant shall revise and update the preliminary design plans based on comments received by City of Scranton and PA DCNR. The final design will meet and/or exceed all ADA Accessibility Guidelines; meet or exceed the Consumer Product Safety Commission's and ASTM standards for public playgrounds and safety surfacing; and will comply with all current applicable national, state and local building codes. The final construction documents will include, at a minimum, the following components:

- Existing Conditions Site Plan including topography and property boundary as prepared by a professional land surveyor (PLS)
- Site Demolition Plan (Scranton DPW will perform all site demolition and debris removal and disposal)
- Architectural Engineering drawings for up-grades and renovation of the existing Utility Building.
- Male/Female Restrooms Addition - to be added to the existing pool utility building.
- Site Utility Plan showing all existing and proposed utility services, proposed alterations and connections
- Site Grading and Drainage Plans
- Site Improvements Layout Plan
- Spray park construction plans, details and specifications

### **A3: Permitting**

#### A3a: NPDES and Erosion & Sedimentation Control Permits

The consultant team will prepare site soil erosion and sedimentation control plans for compliance with Pennsylvania Clean Stream Law (35 P.S. 691.1 et. seq.), Regulations at 25 PA Code Chapter 102. We anticipates that the earth disturbance area will less than one acre but more than 5,000 square feet in area. This project will not require a PA DEP NPDES Stormwater or Erosion and Sedimentation Control Plan submissions. Erosion and Sedimentation Plans and applicable stormwater plans and calculations will be required to be submitted to the Lackawanna County Conservation district and the City Engineer for review. Upon satisfactory review, the City Engineer and Conservation District will issue a stormwater and E&S adequacy letters. The approved plans will become part of the contract documents and must be maintained on-site at all times during construction.

#### A3b: Scranton Sewer Authority Connection Permit

The consultant team will prepare and submit a Sewer Connection Permit request to the the Scranton Sewer Authority for connections to the sanitary and stormwater system.

#### A3c: Meetings with Regulatory Agencies

The consultant team anticipates meetings with the following regulatory and municipal agencies:

- Lackawanna County Conservation District
- Scranton City Engineer
- Scranton Depart of Public Works
- Bureau of Parks and Recreation Director
- Pa DCNR Regional Representative

## **PART B: CONSTRUCTION DRAWINGS AND BID PACKAGE**

The Consultant shall prepare final construction plans, specifications, and all documentation necessary for public bidding of the Novembrino Spray Park Improvements. At a minimum, the construction drawings and bid packate will include the following:

### **B1: Construction Plans**

The consultant team will prepare a construction bid package for submittal, review, and approval by City of Scranton and other funding sources. The construction package will be based on the results of design coordination meetings, the Preliminary Design Plans and permitting requirements. The consultant team will prepare and submit packages for review agencies and City of Scranton in paper and electronic format. Drawings will conform with standard professional practice and consist of all architectural and engineering drawings, including profiles and sections, plot and site plans.

The construction drawings package will tentatively Include, at a minimum, the following: Existing Conditions Plan; Demolition Plan; Site Layout Plan; Construction Details; Erosion and Sedimentation Control Plan, and all other incidental plans and documents.

The Professional Seal of the appropriate design professional (designing landscape architect, architect, engineer and surveyor) will appear on the drawings for all contract work.

### **B2: Opinion of Probable Cost (based on construction drawings)**

An itemized opinion of probable cost for each construction line item will be prepared. Terminology and contents of the opinion of probable cost will be consistent with drawings and specifications terminology.

### **B3: Bid Package**

The consultant team will prepare a construction bid package documents to include but not necessarily limited to the following:

#### **B3a: Project Manual**

The Project Manual will include the general and special conditions of the contract for construction and the following documents: Bid Proposal; Unit Price Sheet; Bid Form; Bid Bond; Statement of Bidder's Qualifications; Certification of Non Segregated Facilities; Non-Collusion Affidavit of Prime Bidder; Certification of Equal Employment (Non-Discrimination & Sexual Harassment Policy); Performance Bond; Labor and Material Bond; Maintenance Bond; and Construction Contract Agreement.

#### **B3b: Technical Specifications**

The design team will prepare technical specifications to establish detailed qualitative requirements for materials

and workmanship. Specifications will set requirements for strength, size and other physical qualifications, standards and methods of workmanship for construction or manufacture of products used, and guarantees of components and materials. Nomenclature in specifications will be consistent with drawings and cost estimates.

#### **B3c: Itemized Bid Form**

The itemized bid form will essentially be the itemized opinion of probable cost described above with the consultant team's unit prices removed. An itemized bid form will help to assess the completeness and accuracy of the bids received and identify obvious line item errors and/or omissions.

#### **B3d: PA DCNR Design Submission**

The consultant team will submit all construction contract documents, including but not limited to bid schedule, bond forms (bid, performance, payment), construction specifications and agreements, compliance forms, etc. to PA DCNR for review prior to bidding. The design team will address any comments or questions.

### **B4: Bidding Process**

The consultant team will assist the city in preparing the coordinating the bidding process, including the printing and distribution of bid documents. The City will place the legal ad in the newspaper, print and distribute bid documents, and retain a contact list of plan holders.

#### **B4a: Pre-bid Meeting**

A Pre-bid meeting will be held at the Novembrino Park so that all bidders may become familiar with the conditions under which the work will be performed and to identify logistical, staging, access or other site constraints. The consultant team will lead the meeting, answer any questions and prepare meeting minutes.

#### **B4b: Respond to Bidders Inquiries**

The consultant team will respond to inquiries via addenda during this stage.

#### **B4c: Bid Review, Tabulation and Recommendations**

The city will schedule and conduct the receipt and opening of contractor bids. Subsequent to receiving bids, the consultant team will provide the city with a technical review of all bids received including; compiling a bid tabulation spreadsheet and checking bid work item numbers. Upon completion of the technical review, the consultant will make recommendations to the City as to the completeness, accuracy, qualifications and experience of each bidder's submission. The City will, at its sole discretion, award the bid to the lowest qualified bidder.

## **PART C: CONSTRUCTION PHASE**

### **C1: Construction Support Services**

Following the city's selection of a contractor and award of the contract for construction, the consultant team will assist the City during the duration of the construction phase. The construction support services will include but are not necessarily limited to the following::

#### **C1a: Pre-construction Meeting**

The consultant team will prepare and distribute agendas for a preconstruction meeting. Minutes of this meeting will be prepared and distributed to applicable members of the project team.

#### **C1b: Project Coordination Meetings**

The consultant will schedule and participate in periodic construction coordination meetings in order to communicate effectively with the contractor and to keep the city's representative abreast of the progress of the work. Any unforeseen field conditions and/or interruptions to the schedule will be immediately addressed and resolved.

## **C2: Construction Administration Support**

### **C2a: Review of Shop Drawings**

The consultant team will review shop drawings, cut sheets and materials submissions for compliance with technical requirements of the contract documents.

### **C2b: Requests for Information (RFIs)**

The consultant team will respond to RFIs issued by the contractor to clarify aspects of construction throughout the project duration. All RFIs and responses will be submitted in writing and become part of the official contract documents.

### **C2c: Issuing Bulletins**

Contract bulletins will be issued to the entire project team to serve as official documentation of clarifications and/or changes to the original approved contract documents.

### **C2d: Contractor Payment Applications and Contract Change Orders**

The consultant team will review payment applications submitted by the contractor to ensure they are completed correctly in accordance with the contract and in the format dictated by the project funding sources, and to ensure that the payment requested is representative of work properly completed. The consultant will also review any change orders to ensure that they are representative of the changes required, and to ensure that pricing is consistent with contract unit pricing. Prices for materials or services not covered under base contract unit pricing will be reviewed to ensure fair pricing. The consultant will track changes to the construction contract and its balance until the closeout of the project, including approved change orders and applications for payment. The consultant will organize and maintain the contract information, changes, payments, etc. as required to assist City of Scranton in maintaining compliance with the Commonwealth of PA funding programs.

### **C2e: Inspection of installed Features and Preparation of Punch List**

The consultant will conduct periodic site visits at significant milestones during the construction process and, upon a request by the contractor, conduct a substantial completion inspection. All deficiencies will be documented and the consultant will notify the city and contractor of all remaining punch list items. The contractor and City will be notified upon satisfactory completion of all work items.

## **PART D: CONSULTANT FEE SUMMARY**

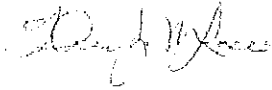
Thomas J. McLane and Associates, Inc.	\$27,970.00
Peters Design Group	\$17,490.00
William Senapedis professional Land Surveyor	<u>\$5,000.00</u>
<b>PROPOSAL TOTAL =</b>	<b>\$50,460.00</b>

## **PART E: ASSUMPTIONS & EXCLUSIONS**

- PA DEP NPDES permits are not expected to be required and are not included in the proposed scope of work or consultant fees.
- Construction documents will comply with the PA DCNR Site Development Master Plan Drawing Checklist.
- All site and architectural improvements shall meet or exceed the standards, guidelines and recommendations of the American with Disabilities Act, (ADA).
- All design work will be in accordance with all currently accepted recreation planning and design standards for public parks and play areas.

I thank you for the opportunity to submit this proposal, should you have any questions or require any additional information, please contact my office.

Sincerely,



Thomas J. McLane, R. L. A., A.S.L.A.  
President

Enc: PA DCNR MSD Plan Checklist  
Thomas J. McLane and Associates, Inc. - Proposal and Fee Proposal  
Peters Design Group - Scope of Work/Fee Proposal  
William Senapedis, PLS - Scope of Work/Fee Proposals

**PART A: PRELIMINARY DESIGN =****\$15,425.00**

<b>TASKS</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
<b>A1 Field Assessment and Mapping</b>			<b>\$3,870.00</b>
A1a Topographic Base Map			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	2	\$80.00	\$160.00
Admin./Computer Graphics/CADD	6	\$65.00	\$390.00
Subtotal =			<b>\$730.00</b>
A1b Utilities Evaluation			
Landscape Architect	2	\$85.00	\$170.00
Environmental Scientist/Project Manager	2	\$75.00	\$150.00
Admin./Computer Graphics/CADD	2	\$65.00	\$130.00
Subtotal =			<b>\$450.00</b>
A1c Site Inventory & Analysis			
Landscape Architect	12	\$90.00	\$1,080.00
Environmental Scientist/Project Manager	12	\$80.00	\$960.00
Admin./Computer Graphics/CADD	10	\$65.00	\$650.00
Subtotal =			<b>\$2,690.00</b>
<b>A2 Design Development Drawings</b>			<b>\$9,505.00</b>
A2a Project Coordination Meetings			
Landscape Architect	4	\$90.00	\$360.00
Environmental Scientist/Project Manager	4	\$80.00	\$320.00
Admin./Computer Graphics/CADD	1	\$65.00	\$65.00
Subtotal =			<b>\$745.00</b>
A2b Preliminary Design Drawings			
Landscape Architect	12	\$90.00	\$1,080.00
Environmental Scientist/Project Manager	12	\$80.00	\$960.00
Admin./Computer Graphics/CADD	24	\$65.00	\$1,560.00
Subtotal =			<b>\$3,600.00</b>
A2c Opinion of Probable Construction Costs			
Landscape Architect	3	\$90.00	\$270.00
Environmental Scientist/Project Manager	8	\$80.00	\$640.00
Admin./Computer Graphics/CADD	2	\$65.00	\$130.00
Subtotal =			<b>\$1,040.00</b>
A2d Final Design Development Drawings			
Landscape Architect	12	\$90.00	\$1,080.00
Environmental Scientist/Project Manager	12	\$80.00	\$960.00
Admin./Computer Graphics/CADD	32	\$65.00	\$2,080.00
Subtotal =			<b>\$4,120.00</b>
<b>A3 Permitting</b>			<b>\$2,050.00</b>
A3a NPDES & E&S Control Plans			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	6	\$80.00	\$480.00
Admin./Computer Graphics/CADD	4	\$65.00	\$260.00
Subtotal =			<b>\$920.00</b>
A3b Scranton Sewer Connection Permit			
Landscape Architect	1	\$90.00	\$90.00
Environmental Scientist/Project Manager	2	\$80.00	\$160.00
Admin./Computer Graphics/CADD	2	\$65.00	\$130.00
Subtotal =			<b>\$380.00</b>
A3c Regulatory Agency Meetings			
Landscape Architect	3	\$90.00	\$270.00
Environmental Scientist/Project Manager	6	\$80.00	\$480.00
Admin./Computer Graphics/CADD	0	\$65.00	\$0.00
Subtotal =			<b>\$750.00</b>

**PART B: CONSTRUCTION DOCUMENTS****\$8,935.00**

<b>TASKS</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
<b>B1 Construction Plans</b>			<b>\$4,420.00</b>
Landscape Architect	12	\$90.00	\$1,080.00
Environmental Scientist/Project Manager	12	\$80.00	\$960.00
Project Architect ( restrooms)	20	\$80.00	\$1,600.00
Admin./Computer Graphics/CADD	12	\$65.00	\$780.00
<i>Subtotal =</i>			<b>\$4,420.00</b>
<b>B2 Opinion of Probable Construction Costs</b>			<b>\$565.00</b>
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	4	\$80.00	\$320.00
Admin./Computer Graphics/CADD	1	\$65.00	\$65.00
<i>Subtotal =</i>			<b>\$565.00</b>
<b>B3 Bid Package</b>			<b>\$2,575.00</b>
<b>B3a Project manual</b>			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	6	\$80.00	\$480.00
Admin./Computer Graphics/CADD	2	\$65.00	\$130.00
<i>Subtotal =</i>			<b>\$790.00</b>
<b>B3b Technical Specifications</b>			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	6	\$80.00	\$480.00
Admin./Computer Graphics/CADD	2	\$65.00	\$130.00
<i>Subtotal =</i>			<b>\$790.00</b>
<b>B3c Itemized Bid form</b>			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	4	\$80.00	\$320.00
Admin./Computer Graphics/CADD	4	\$65.00	\$260.00
<i>Subtotal =</i>			<b>\$760.00</b>
<b>B3d PA DCNR and City of Scranton Submission</b>			
Landscape Architect	1	\$90.00	\$90.00
Environmental Scientist/Project Manager	1	\$80.00	\$80.00
Admin./Computer Graphics/CADD	1	\$65.00	\$65.00
<i>Subtotal =</i>			<b>\$235.00</b>
<b>B4 Bidding Process</b>			<b>\$1,375.00</b>
<b>B4a Pre-bid Meeting</b>			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	2	\$80.00	\$160.00
Admin./Computer Graphics/CADD	1	\$65.00	\$65.00
<i>Subtotal =</i>			<b>\$405.00</b>
<b>B4b Respond To Bidder Inquires</b>			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	4	\$80.00	\$320.00
Admin./Computer Graphics/CADD	1	\$65.00	\$65.00
<i>Subtotal =</i>			<b>\$565.00</b>
<b>B4c Bid Tabulation</b>			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	2	\$80.00	\$160.00
Admin./Computer Graphics/CADD	1	\$65.00	\$65.00
<i>Subtotal =</i>			<b>\$405.00</b>

**PART C: CONSTRUCTION PHASE****\$3,610.00**

<b>TASKS</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
<b>C1 Construction Support Services</b>			<b>\$1,025.00</b>
C1a Pre-construction Meeting			
Landscape Architect	1	\$90.00	\$90.00
Environmental Scientist/Project Manager	1	\$80.00	\$80.00
Admin./Computer Graphics/CADD	1	\$65.00	\$65.00
Subtotal =			<b>\$235.00</b>
C1b Project Coordination Meetings			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	6	\$80.00	\$480.00
Admin./Computer Graphics/CADD	2	\$65.00	\$130.00
Subtotal =			<b>\$790.00</b>
<b>C2 Construction Administration Support</b>			<b>\$2,585.00</b>
C2a Review Shop drawings			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	4	\$80.00	\$320.00
Admin./Computer Graphics/CADD	1	\$65.00	\$65.00
Subtotal =			<b>\$565.00</b>
C2b Request for information			
Landscape Architect	1	\$90.00	\$90.00
Environmental Scientist/Project Manager	5	\$80.00	\$400.00
Admin./Computer Graphics/CADD	1	\$65.00	\$65.00
Subtotal =			<b>\$555.00</b>
C2c Issuing Bulletins			
Landscape Architect	1	\$90.00	\$90.00
Environmental Scientist/Project Manager	2	\$80.00	\$160.00
Admin./Computer Graphics/CADD	2	\$65.00	\$130.00
Subtotal =			<b>\$380.00</b>
C2d Contractor Payment Applications & Change Orders			
Landscape Architect	2	\$90.00	\$180.00
Environmental Scientist/Project Manager	2	\$80.00	\$160.00
Admin./Computer Graphics/CADD	0	\$65.00	\$0.00
Subtotal =			<b>\$340.00</b>
C2e Inspections & Project Closeout			
Landscape Architect	4	\$90.00	\$360.00
Environmental Scientist/Project Manager	4	\$80.00	\$320.00
Admin./Computer Graphics/CADD	1	\$65.00	\$65.00
Subtotal =			<b>\$745.00</b>
<b>McLANE ASSOCIATES PROPOSAL TOTAL</b>			<b>\$27,970.00</b>

## **PETERS DESIGN GROUP INC.**

### **Approach to Planning and Scope of Work Deliverables**

- We initiate all projects with a meeting with the client and their representatives to establish a solid scope for the project.
- Field review the project site(s) to finalize the scope for each area.
- Conduct a field investigation to characterize and quantify the work of the project
- Prepare a budgetary estimate based upon the field investigation.
- Meet with the client to discuss initial findings and discuss possible alternates and/or base bids.
- Discuss the General Conditions of Construction Contract to identify format.
- Prepare the Contract Documents and finalize the probable construction cost estimate.
- Review the Contract Documents with the client and advertise the Invitation to Bid.
- Respond to “Requests For Information” by the bidders and issue addendum as required.
- Attend the bid opening, review the bids, make a recommendation for award.
- Review submittals and/or shop drawings and requests for payment as submitted by the contractor(s).
- Provide clarifications as required by the contractor and make construction observations on a two week interval basis.
- Provide “punch list” items and recommend acceptance with final payment at project conclusion.

### **Scope of Services**

1. Provide an evaluation of existing conditions with regards to the mechanical, plumbing, and electrical features associated with the structures and utility service(s)
2. Provide engineering designs for mechanical, plumbing, and electrical systems that respond to the agreed upon designs for the renovations to the Novembrino Pool Complex.
3. Provide engineering designs for the civil site development systems that respond to the agreed upon designs for the renovations to the Novembrino Pool Complex.
4. Provide plans and specifications that delineate the work of the aforementioned items 1,2,&3 and formulate construction contract documents.
5. Provide bid services as noted under “deliverables”
6. Provide construction period services as noted under “deliverables”
7. Provide periodic construction observation as noted under “deliverables”
8. Provide project closeout services as noted under “deliverables”

# PETERS DESIGN GROUP INC.

Project: City of Scranton  
Renovations to Novembrino Pool Complex

Date: 01-19-17

## PHASE 1: Site Evaluation

Discipline	Proj. Hrs.	Rate \$	Cost
Project Engineer	2	150	\$300.00
Project Manager	2	140	\$280.00
Structural Engineer	0	140	\$0.00
Mechanical Engineer	2	125	\$250.00
Plumbing Engineer	2	125	\$250.00
Mechanical Designer	0	90	\$0.00
Electrical Engineer	2	125	\$250.00
Electrical Designer	0	90	\$0.00
Architect	0	145	\$0.00
Civil Engineer	0	120	\$0.00
CADD	0	70	\$0.00
Clerical	2	55	\$110.00
Reimb Exp (See Attached)		LS	\$100.00

**SUBTOTAL \$1,540.00**

## PHASE 2: Design

Discipline	Proj. Hrs.	Rate \$	Cost
Project Engineer	8	150	\$1,200.00
Project Manager	16	140	\$2,240.00
Structural Engineer	2	140	\$280.00
Mechanical Engineer	4	125	\$500.00
Plumbing Engineer	10	15	\$150.00
Mechanical Designer	0	90	\$0.00
Electrical Engineer	12	125	\$1,500.00
Electrical Designer	4	90	\$360.00
Architect	0	145	\$0.00
Civil Engineer	14	120	\$1,680.00
CADD	80	70	\$5,600.00
Clerical	16	55	\$880.00
Reimb Exp (See Attached)		LS	\$200.00

**SUBTOTAL \$14,590.00**

## PHASE 3: Construction Period Services

Discipline	Proj. Hrs.	Rate \$	Cost
Project Engineer	2	150	\$300.00
Project Manager	4	140	\$560.00
Structural Engineer	0	140	\$0.00
Mechanical Engineer	1	125	\$125.00
Plumbing Engineer	1	15	\$15.00
Mechanical Designer	0	90	\$0.00
Electrical Engineer	2	125	\$250.00
Electrical Designer	0	90	\$0.00
Architect	0	145	\$0.00
Civil Engineer	0	120	\$0.00
CADD	0	70	\$0.00
Clerical	2	55	\$110.00
Reimb Exp (See Attached)		\$0.00	\$0.00

**SUBTOTAL \$1,360.00**

**TOTAL**

**\$17,490.00**

William T. Senapedis, P.L.S.  
357 North Bromley Avenue  
Scranton, PA 18504  
Office: 570-562-1962  
COST PROPOSAL

January 26, 2017  
McLane Associates  
C/O Mr. Thomas McLane  
106 Stafford Avenue  
Scranton, PA

RE: Topographic Survey  
Novenbrino Pool Complex  
10th Avenue  
Survey Services as noted  
City of Scranton  
Lackawanna County, PA

**PROPOSAL FOR SURVEY SERVICES :**

Topographic Survey and Mapping of the area as shaded in red on the attached scan, from the building line on the northwest side of 10 th Avenue, to the top of bank along the southeast, and to lands of St. Lucy's Church, (PIN: 156.06-030-001.01), to the northeast, and to lands of Mary Regina, LLC, (PIN:156.06-030-001.02), to the southwest.

Topographic Services	\$ 3,850.00
----------------------	-------------

Also boundary for the area shown in red, between, lands of St. Lucy's and Mary Regina, LLC, the southeasterly right-of-way of 10 th. Avenue, and the top of bank to the southeast.

Boundary Services	\$ 1,150.00
-------------------	-------------

*Note: If existing utilities are to be shown it will be the responsibility of the City of Scranton to do a One Call before the topographic Survey is conducted. Also there is some question as to where some storm water facilities within the red area, the City of Scranton should be counted on to supply the location of storm and/or sanitary facilities.*

Respectfully Submitted;

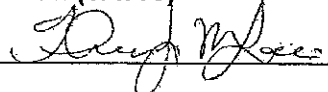
William Senapedis, P.L.S.

# NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The GRANTEE agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the GRANT AGREEMENT or any subgrant agreement, contract, or subcontract, the GRANTEE, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the GRANTEE shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The GRANTEE, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The GRANTEE, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The GRANTEE, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The GRANTEE, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the DEPARTMENT and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with this Nondiscrimination/Sexual Harassment Clause. Within 15 days after award of the grant, the GRANTEE shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the GRANTEE has fewer than five employees, or if all its employees are from the same family, or if it has completed the STD-21 form within the past 12 months, it may, within 15 days after award of the grant, request an exemption from the STD-21 form from the DEPARTMENT.
6. The GRANTEE, any subgrantee, contractor or any subcontractor shall include this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Commonwealth may cancel or terminate the GRANT AGREEMENT and all money due or to become due under the GRANT AGREEMENT may be forfeited for a violation of this Nondiscrimination/Sexual Harassment Clause. In addition, the DEPARTMENT may proceed with debarment or suspension and may place the GRANTEE, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 amended (9/1/10)

Signature: 

DCNR-2014-Gen  
Gen-GPM - 1 Rev. 1-13

Company: Thomas J. McLane and Associates, Inc. 02-13-17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2017

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

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

<b>PRODUCER</b> Insurance Markets Agency, Inc. 261 East Grove Street Clarks Summit, PA 18411  www.insurancemarketsinc.com	<b>CONTACT NAME:</b> Insurance Markets Agency, Inc.	
	<b>PHONE (A/C, No, Ext):</b> 570-586-1471 <b>FAX (A/C, No):</b>	
<b>INSURED</b> THOMAS J MCLANE & ASSOCIATES, INC 601 STAFFORD AVENUE SCRANTON PA 18505	<b>E-MAIL ADDRESS:</b> quotes@insurancemarketsinc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> General Star National Insurance Co <b>NAIC #</b> 11967	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 34464148**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROFESSIONAL LIABILITY</b>			NJA923070C	1/18/2017	1/18/2018	500,000/500,000 CLAIMS MADE 1/18/05 RETRO

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

The City of Scranton  
340 N Washington Avenue  
Scranton PA 18503

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William R Tierney JR CPCU

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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2017

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

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

<b>PRODUCER</b> Knowles Associates 316 Penn Avenue Scranton, PA 18503 Todd C. Zimmerman	<b>CONTACT NAME:</b> Ellen Genello	
	<b>PHONE (A/C, No, Ext):</b> 570-342-3214	<b>FAX (A/C, No):</b> 570-342-3125
	<b>E-MAIL ADDRESS:</b> EGenello@knowlesins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Insurance Group	29424
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		44SBATJ6296	08/22/2016	08/22/2017	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Hired/NO - \$2M					PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPIOP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		44WECPL7958	08/25/2016	08/25/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The City of Scranton, the Commonwealth of Pennsylvania, and their respective officers, employees, directors, boards, Commissions and agents are named as Additional Insureds on the General Liability as it pertains to work performed by the insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>CITY OF</b>  The City of Scranton 340 N Washington Avenue Scranton, PA 18503	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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DEPARTMENT OF LAW

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

March 22, 2017

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

RECEIVED

MAR 23 2017

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 CONTRACT FOR PROFESSIONAL SERVICES WITH THOMAS J. MCLANE AND ASSOCIATES INC. FOR THE PROFESSIONAL DESIGN AND ENGINEERING SERVICES TO PREPARE DOCUMENTS FOR CONSTRUCTION OF A WATER SPRAY PARK AND RELATED RECREATION SITE IMPROVEMENTS AT NOVEMBRINO PARK.

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

RESOLUTION \_\_\_\_\_

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE THE DISCHARGE AND RELEASE OF THE 2004 PURCHASE AGREEMENT AND 2004 LEASE AGREEMENT DISCHARGING THE SALE LEASE BACK BETWEEN THE SCRANTON SEWER AUTHORITY AND THE CITY OF SCRANTON.**

WHEREAS, the Sewer Authority of the City of Scranton, Pennsylvania (the "Authority") has previously issued its Guaranteed Lease Revenue Note, dated December 22, 2004 (the "2004 Note"), in the aggregate original principal amount of \$4,000,000; and

WHEREAS, the 2004 Note was issued by the Authority to finance a Project (the "Project") for the benefit of the City of Scranton, Pennsylvania (the "City"); and

WHEREAS, in connection with the financing of the Project, the City sold to the Authority, pursuant to the provisions of Purchase and Sale Agreement between the City and the Authority, dated December 22, 2004, (the "Sale Agreement"), all of the City's right, title and interest in certain real property, together with the improvements thereon (collectively, the "Property") as more specifically identified in the Sale Agreement; and

WHEREAS, the Holder and the Authority hereby acknowledge that all the amounts owed on the 2004 Note and all other obligations incurred by the City under the 2004 Lease Agreement have been paid, the 2004 Lease Agreement has terminated, and the 2004 Note has been paid in full and cancelled; and

WHEREAS, the Sewer Authority and PNC Bank, National Association have already executed the Discharge and Release, and as such it is necessary for City officials to do the same.

**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 the Discharge and Release of the 2004 Purchase Agreement and 2004 Lease Agreement discharging the Sale Release Back between the Scranton Sewer Authority and the City of Scranton.

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

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

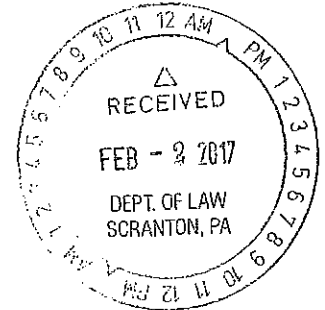
**SECTION 3.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the Home Rule Charter and Optional Plans Law, and any other applicable law arising under the laws of the State of Pennsylvania.

# Scranton Sewer Authority

c/o Municipal Building 340 N. Washington Ave. Scranton, PA 18503 | 570-969-6638 |

February 2, 2017

Jessica L. Boyles, Esquire  
City Solicitor  
City of Scranton - Law Department  
340 N. Washington Ave.  
Scranton, PA. 18503



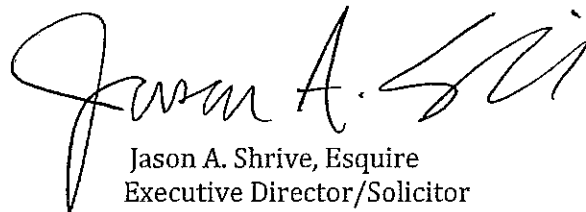
## Re: Discharge of Sale Lease Back

Dear Atty. Boyles:

Enclosed please find a resolution of the Scranton Sewer Authority Board that was passed at its meeting on January 20, 2017. This resolution discharges the Sale Lease Back between the Scranton Sewer Authority and the City of Scranton. Please take the necessary action(s) to have the same executed by the City & PNC Bank.

If you should have any questions, please do not hesitate to contact me. Thank you for your time and consideration.

Very truly yours,

  
Jason A. Shrive, Esquire  
Executive Director/Solicitor

Enclosure

cc: David Bulzoni, City Business Administrator (with enclosure)

JAS/MM

DISCHARGE AND RELEASE OF THE 2004 PURCHASE AGREEMENT AND  
2004 LEASE AGREEMENT

WHEREAS, The Sewer Authority of the City of Scranton, Pennsylvania (the "Authority") has previously issued its Guaranteed Lease Revenue Note, dated December 22, 2004 (the "2004 Note"), in the aggregate original principal amount of \$4,000,000; and

WHEREAS, the 2004 Note was issued by the Authority to finance a Project (the "Project") for the benefit of the City of Scranton, Pennsylvania (the "City"); and

WHEREAS, in connection with the financing of the Project, the City sold to the Authority, pursuant to the provisions of a Purchase and Sale Agreement between the City and the Authority, dated December 22, 2004 (the "Sale Agreement"), all of the City's right, title and interest in certain real property, together with the improvements thereon (collectively, the "Property") as more specifically identified in the Sale Agreement; and

WHEREAS, in connection with the financing of the Project, the Authority and the City entered into a Lease and Guaranty Agreement, dated December 22, 2004 (the "Lease Agreement"), pursuant to which the Authority leased the Property to the City and the City made rent payments sufficient to pay debt service on the 2004 Note and guaranteed payment of the principal of and interest on the 2004 Note; and

WHEREAS, the City has caused to be deposited with PNC Bank, National Association, as holder of the 2004 Note (the "Holder"), moneys sufficient to pay the outstanding principal of, and the interest on the 2004 Note to and including the maturity date thereof, thus entitling the City to a release and discharge of the 2004 Purchase Agreement and 2004 Lease Agreement.

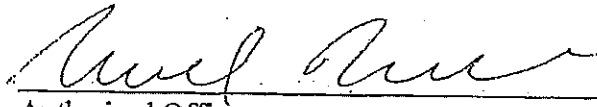
NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Authority does hereby forever release, remise, reassign, reconvey, terminate, transfer and set over to and unto the City all of its right, title and interest in and to any property, including but not limited to the Property, which may have been conveyed, granted, pledged, assigned, confirmed, transferred or set over by the 2004 Purchase Agreement and 2004 Lease Agreement, as and for security for the 2004 Note, and all of the Authority's right, title and interest under the 2004 Lease Agreement, which right, title and interest do hereby cease, determine and become void. The Authority and the Holder each hereby acknowledges that all obligations of the City contained in the 2004 Purchase Agreement and 2004 Lease Agreement have hereby ceased, determined and been completely discharged.

AND, FURTHER, the Holder and the Authority hereby acknowledge that all amounts owed on the 2004 Note and all other obligations incurred by the City under the 2004 Lease Agreement have been paid and that the 2004 Lease Agreement has terminated and that the 2004 Note has been paid in full and cancelled.

This Discharge and Release of the 2004 Purchase Agreement and 2004 Lease Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Discharge and Release of the 2004 Purchase Agreement and 2004 Lease Agreement to be duly executed, and their respective seals to be hereunto affixed and attested, all as of the 15<sup>th</sup> day of December, 2016.


THE SEWER AUTHORITY OF THE CITY OF  
SCRANTON, PENNSYLVANIA

  
\_\_\_\_\_  
Authorized Officer

CITY OF SCRANTON, PENNSYLVANIA

\_\_\_\_\_  
Mayor

PNC BANK, NATIONAL ASSOCIATION

  
\_\_\_\_\_  
Authorized Officer  
MICHAEL E. PENWELL, SVP

CITY OF SCRANTON

ATTEST:

BY: \_\_\_\_\_  
Lori Reed, City Clerk

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
William L. Courtright, Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Roseann Novembrino, City Controller

Date: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jessica L. Boyles, Esq., City Solicitor

Date: \_\_\_\_\_



DEPARTMENT OF LAW

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

March 22, 2017

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

RECEIVED

MAR 23 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE THE DISCHARGE AND  
RELEASE OF THE 2004 PURCHASE AGREEMENT AND 2004 LEASE AGREEMENT  
DISCHARGING THE SALE LEASE BACK BETWEEN THE SCRANTON SEWER  
AUTHORITY AND THE CITY OF SCRANTON.

Respectfully,

*Jessica Boyles*  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

5E

RESOLUTION \_\_\_\_\_

2017

**APPOINTMENT OF JENNIFER DAVIS, 801 NORTH IRVING AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HISTORICAL ARCHITECTURE REVIEW BOARD EFFECTIVE FEBRUARY 9, 2017. MS. DAVIS WILL BE REPLACING RALPH A. SCARTELLI WHOSE TERM EXPIRED OCTOBER 11, 2014. MS. DAVIS' TERM WILL EXPIRE FEBRUARY 9, 2022.**

WHEREAS, Ralph A. Scartelli's term as a member of the Historical Architecture Review Board expired on October 11, 2014; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Jennifer Davis, as a member of the Historical Architecture Review Board effective February 9, 2017 to replace Ralph A. Scartelli whose term expired October 11, 2016. Ms. Davis' term will expire February 9, 2022; and

WHEREAS, Jennifer Davis has the requisite, experience, education and training necessary to serve on the Historical Architecture Review Board; and

NOW, THEREFORE, BE IT RESOLVED that Jennifer Davis 801 North Irving Avenue, Scranton, PA is hereby appointed to the Historical Architecture Review Board effective February 9, 2017. Ms. Davis will replace Ralph A. Scartelli whose term expired October 11, 2016. Ms. Davis' term will expire February 9, 2022.

**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 THE MAYOR

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

February 9, 2017

Honorable Council of The City of Scranton  
340 N. Washington Avenue  
Scranton, Pa. 18503

RE: Historical Architecture Review Board Appointment (HARB)

Dear Council Members:

Please be advised that I am appointing Jennifer Davis, 801 N. Irving Avenue, Scranton, Pennsylvania 18510 as a member of the Historical Architecture Review Board.

Ms. Davis will be replacing Ralph A. Scartelli whose term expired on October 11, 2014

Ms. Davis' term will be effective February 9, 2017 and expire on February 9, 2022.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

  
William L. Courtright

WLC/kg

CC: Patrick Hinton, Director, L.I.P.S.  
Jessica Boyles, City Solicitor  
Historical Architectural Review Board  
Mary-Pat DeFlice, Boards & Commisions Coordinator  
Jennifer Davis



DEPARTMENT OF LAW

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

March 22, 2017

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

RECEIVED  
MAR 23 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPOINTMENT OF JENNIFER DAVIS, 801 NORTH IRVING AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HISTORICAL ARCHITECTURE REVIEW BOARD EFFECTIVE FEBRUARY 9, 2017. MS. DAVIS WILL BE REPLACING RALPH A. SCARTELLI WHOSE TERM EXPIRED OCTOBER 11, 2014. MS. DAVIS' TERM WILL EXPIRE FEBRUARY 9, 2022.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Very truly yours,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

5F

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

2017

**APPOINTMENT OF KATHERINE M. KEARNEY, 828 SOUTH IRVING AVENUE, SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE HISTORICAL ARCHITECTURE REVIEW BOARD EFFECTIVE FEBRUARY 9, 2017. MS. KEARNEY WILL BE REPLACING ELLA RAYBURN WHOSE TERM EXPIRED OCTOBER 11, 2016. MS. KEARNEY'S TERM WILL EXPIRE FEBRUARY 9, 2022.**

WHEREAS, Ella Rayburn's term as a member of the Historical Architecture Review Board expired on October 11, 2016; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Kathryn M. Kearney, as a member of the Historical Architecture Review Board effective February 9, 2017 to replace Ella Rayburn whose term expired October 11, 2016. Ms. Kearney's term will expire February 9, 2022; and

WHEREAS, Katherine M. Kearney has the requisite, experience, education and training necessary to serve on the Historical Architecture Review Board; and

NOW, THEREFORE, BE IT RESOLVED that Katherine M. Kearney, 828 South Irving Avenue, Scranton, PA is hereby appointed to the Historical Architecture Review Board effective February 9, 2017. Ms. Kearney will replace Ella Rayburn whose term expired October 11, 2016. Ms. Kearney's term will expire February 9, 2022.

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 THE MAYOR

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

February 9, 2017

Honorable Council of The City of Scranton  
340 N. Washington Avenue  
Scranton, Pa. 18503

RE: Historical Architecture Review Board Appointment (HARB)

Dear Council Members:

Please be advised that I am appointing Katherine M. Kearney, 828 S. Irving Avenue, Scranton, Pennsylvania 18505 as a member of the Historical Architecture Review Board.

Ms. Kearney will be replacing Ella Rayburn whose term expired on October 11, 2016

Ms. Kearney's term will be effective February 9, 2017 and expire on February 9, 2022.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

  
William L. Courtright

WLC/kg

CC: Patrick Hinton, Director, L.I.P.S.  
Jessica Boyles, City Solicitor  
Historical Architectural Review Board  
Mary-Pat DeFlice, Boards & Commisions Coordinator  
Katherine M. Kearney



DEPARTMENT OF LAW

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

March 22, 2017

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

RECEIVED  
MAR 23 2017

Dear Honorable Council Members:

OFFICE OF CITY  
COUNCIL/CITY CLERK

ATTACHED IS A RESOLUTION APPOINTMENT OF KATHERINE M. KEARNEY, 828 SOUTH IRVING AVENUE, SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE HISTORICAL ARCHITECTURE REVIEW BOARD EFFECTIVE FEBRUARY 9, 2017. MS. KEARNEY WILL BE REPLACING ELLA RAYBURN WHOSE TERM EXPIRED OCTOBER 11, 2016. MS. KEARNEY'S TERM WILL EXPIRE FEBRUARY 9, 2022.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Very truly yours,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

RESOLUTION NO. \_\_\_\_\_  
2017

APPOINTMENT OF PAUL MARCKS, 724 GIBBONS STREET, SCRANTON, PENNSYLVANIA, 18505 AS THE ALTERNATE NO. 1 MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. MARCKS WILL FILL THE ALTERNATE NO. 1 POSITION THAT WAS VACATED BY ROBERT PALMITESSA WHEN HE BECAME A REGULAR MEMBER OF THE BOARD UPON THE RESIGNATION OF STEVEN KOCHIS. MR. MARCKS WILL FILL THE UNEXPIRED TERM OF MR. PALMITESSA WHICH EXPIRES ON JULY 1, 2020.

WHEREAS, Robert Palmitessa who was Alternate No. 1 member became the replacement of Steven Kochis upon his resignation as a regular member of the City of Scranton Board of Zoning Appeals; and

WHEREAS, Mr. Palmitessa's appointment creates a vacancy in the Alternate No. 1 position on the Board of Zoning Appeals; and

WHEREAS, Scranton City Council desires to fill that vacancy with the appointment of Paul Marcks.

NOW, THEREFORE, BE IT RESOLVED BY SCRANTON CITY COUNCIL THAT Paul Marcks, 724 Gibbons Street, Scranton, Pennsylvania, 18505 is hereby appointed as Alternate No. 1 member on the Board of Zoning Appeals that was vacated by Robert Palmitessa when he ascended to the position that was vacated by Steven Kochis. Mr. Marcks will fill the unexpired term of Robert Palmitessa on the City of Scranton's Zoning Board of Appeals with said term to expire on July 1, 2020.

**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.

Scranton City Council  
340 North Washington Ave  
Scranton, PA 18503

To whom it may concern:

I am writing to express my interest in being a member of the Zoning Board of Appeals for the City of Scranton.

Thank you for your consideration.

Paul Marcks

724 Gibbons St  
Scranton, PA 18505  
570.241.1687  
paulmarcks@gmail.com

RECEIVED

MAR 24 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK