

AGENDA
REGULAR MEETING OF COUNCIL
April 27, 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 CITY PLANNING COMMISSION MEETING HELD APRIL 26, 2017.
[City Planning Commission 4-26-17.pdf](#)
 - 3.B CHECK RECEIVED IN THE AMOUNT OF \$16,651.96 THAT REPRESENTS REIMBURSEMENT FOR THE FIRE DEPARTMENT SAFER GRANT 2012 BALANCE.

[Fire Dept. SAFER Grant Check deposit 4-21-17.pdf](#)
 - 3.C AGENDA FOR THE BOARD OF ZONING APPEALS MEETING TO BE HELD MAY 10, 2017.

[Zoning Board Meeting 5-10-17.pdf](#)
4. CITIZENS PARTICIPATION
5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:
 - 5.A MOTIONS

- 5.B FOR INTRODUCTION - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO DISBURSE EIGHTY-NINE THOUSAND DOLLARS (\$89,000.00) FROM THE ACCOUNT INTO WHICH REPAYMENT OF URBAN DEVELOPMENT ACTION GRANTS (UDAG) ARE DEPOSITED (UDAG REPAYMENT ACCOUNT) TO BE USED FOR THE PURCHASE OF PAVING MATERIALS FOR THE CITY OF SCRANTON'S PAVING PROGRAM.

[Ordinance-2017 UDAG Funds \\$89K for Paving Materials.pdf](#)

- 5.C FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH URBAN ELECTRICAL CONTRACTORS, INC. TO PERFORM MAINTENANCE OF STREET LIGHTS FOR A TWELVE (12) MONTH PERIOD FROM MAY 1, 2017 THROUGH APRIL 30, 2018.

[Resolution-2017 Contract Urban Electrical Street Light Maint.pdf](#)

- 5.D FOR INTRODUCTION - A RESOLUTION - ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR MARK J. SOBECK ROOF CONSULTING, INC., 15 SOUTH FRANKLIN STREET, SUITE 210, WILKES-BARRE, PA, FOR EXTERIOR MASONRY CLEANING AND RESTORATION AND THE PAINTING OF EXTERIOR WOOD AND METAL ARCHITECTURAL ELEMENTS AT THE DIOCESE OF SCRANTON'S SAINT PETER'S CATHEDRAL, RECTORY, AND CHANCERY AT 315 WYOMING AVENUE, SCRANTON, PA 18503.

[Resolution-2017 HARB Sobeck Roof Consulting St. Peter's Cathedral.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 96, 2017 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 65, 2016, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2017" BY TRANSFERRING \$296,895.00 FROM ACCOUNT NO. 01.401.13090.4299 (NON DEPARTMENTAL EXPENDITURES - CONTINGENCY) TO ACCOUNT NO. 01.080.00083.4260 (DEPARTMENT OF PUBLIC WORKS BUREAU OF HIGHWAYS - RENTAL VEHICLES & EQUIPMENT) TO PROVIDE SUFFICIENT FUNDING FOR THE RENTAL VEHICLES AND EQUIPMENT ACCOUNT THROUGH

THE 2017 BUDGET PERIOD.

[Ordinance-2017 Transfer \\$296,895 to DPW Rental Vehicles & Equip.pdf](#)

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 97, 2017 - AN ORDINANCE - CLOSING AND VACATING A PORTION OF AN UNNAMED ALLEYWAY BETWEEN SOUTH MAIN AVENUE AND HALSEY COURT IN THE 1200 BLOCK OF SOUTH MAIN AVENUE.

[Ordinance-2017 Closing unnamed alleyway S Main Ave & Halsey.pdf](#)

- 6.C READING BY TITLE - FILE OF THE COUNCIL NO. 98, 2017 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 63, 2016, AN ORDINANCE, AS AMENDED, ENTITLED "AMENDING FILE OF THE COUNCIL NO. 155, 1999, AN ORDINANCE ENTITLED "PROVIDING FOR THE LICENSING AND REGULATING OF CONTRACTORS DOING BUSINESS IN THE CITY OF SCRANTON INCLUDING REQUIREMENTS FOR THE GRANTING OF PERMITS AND FEES FOR SAME; PROVIDING PENALTIES AND RIGHTS OF APPEAL" BY ADDING AND DELETING DEFINITIONS, UPDATING THE DEPARTMENT NAME AND DIRECTOR'S TITLE, UPDATING APPLICATION FORMS, THE REQUIREMENTS FOR CONTRACTORS LICENSE, LICENSE FEES, ISSUANCE OF PERMITS, CONFORMANCE TO CODE, REVOCATION, SUSPENSION, DENIAL, PROHIBITED ACTS, STOP WORK, CERTIFICATE OF OCCUPANCY AND TEMPORARY CERTIFICATE OF OCCUPANCY, PERMIT FEES, INSPECTIONS, FINES FOR VIOLATIONS AND APPEALS PROCEDURE AND DELETION OF SECTIONS 17 AND 22 IN THEIR ENTIRETY", BY ADDING UNDER SECTION 1, DEFINITIONS AND INTERPRETATIONS, THE DEFINITION FOR SPECIALTY CONTRACTOR'S LICENSE; ADDING THE LETTER L, UNDER NUMBER 3 IN SECTION 2, CONTRACTORS LICENSE, ADDING SPECIALTY CONTRACTOR; UNDER SECTION 3, APPLICATION FOR LICENSE, ADDING M. REQUIREMENTS FOR A SPECIALTY CONTRACTOR; AND UNDER SECTION 6, LICENSE FEES, ADDING THE FEES FOR MASONRY CONTRACTOR LICENSE, RESIDENTIAL CONTRACTOR LICENSE, AND SPECIALTY CONTRACTOR LICENSE.

[Ordinance-2017 Amending Contractor's License.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 142, 2017 - NAMING THE RECENTLY INSTALLED ROCKWELL AVENUE BRIDGE IN THE NORTH SCRANTON SECTION OF THE CITY IN HONOR OF GENERAL THEODORE J. WINT.

[Resolution-2017 Rockwell Ave Bridge renamed Gen. Theodore Wint.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 143, 2017- AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MAIN POOL AND CHEMICAL COMPANY, INC. FOR SEASONAL CHEMICALS FOR SWIMMING POOLS EXCLUDING NAY AUG POOL FOR THE CALENDAR YEAR 2017.

[Resolution-2017 Contract with Main Pool and Chemical.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 144, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") FLOOD PROTECTION GRANT PROGRAM TO ACCEPT GRANT FUNDS IN THE AMOUNT OF UP TO \$30,600.00 FOR REHABILITATION ASSISTANCE FOR DAMAGE FROM RAIN FALL TO LINDY CREEK IN 2016.

[Resolution-2017 Grant Agreement with DEP for rehab of Lindy Creek.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - RESOLUTION NO. 145, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF SCRANTON FOR REHABILITATION OF NON-FEDERAL FLOOD CONTROL WORK IN SCRANTON, PENNSYLVANIA ON LINDY CREEK.

[Resolution-2017 Cooperation Agreement for Rehab Work on Lindy Creek.pdf](#)

8. ADJOURNMENT



CITY PLANNING COMMISSION

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

CITY PLANNING COMMISSION

April 26, 2017

6:00 PM

RECEIVED

APR 21 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Meeting Location
City Council Chambers 2nd Floor
City Hall
340 N. Washington Ave.
Scranton, PA

OLD BUSINESS:

1. Review of Final Lot Line Adjustment Plan by Main And Swetland, LLC to combine four lots into one 1142-1150 S. Main Ave (C-N zone)
2. Review of Final Lot Line Adjustment Plan by Scranton Express Marts, Inc. to combine two lots into one at the corner of S. Main Ave. and Smith St. (C-N zone)

NEW BUSINESS:

1. Review of Final Subdivision plan by Paul R. Shipman and Margaret DePrimo to combine 2 lots into one at 2039 N Main Ave. (R-2 zone)
2. Review of Final Land Development Plan by Northeast Pennsylvania SMSA, LP/ d/b/a Verizon Wireless, for the development of a 85' tall wireless communications tower at 600 Larch St. (I-L zone)



DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

MEMORANDUM

DATE: April 21, 2017
TO: Wayne Beck, City Treasurer
FROM: Becky McMullen
RE: Check for Deposit

RECEIVED
APR 21 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Enclosed kindly find the following check that represents reimbursement for the Fire Department SAFER Grant 2012 balance deposited into the Special Cities Account.

City of Scranton \$16,651.96

This check is to be deposited into Account # 01350.35130

cc: Mayor Bill Courtright
Roseann Novembrino, City Controller
Scranton City Council •
File

City of Scranton

SPECIAL FUND ACCOUNT
340 N. WASHINGTON AVE.
SCRANTON PA 18503

60-13
313

NO. 005684

PENN SECURITY BANK & TRUST COMPANY
150 N. WASHINGTON AVENUE
SCRANTON, PA 18503

DATE 04/21/17

CHECK NO. 5684

AMOUNT

AMOUNT

\$****16,651.96*

PAY THE SUM OF *****16651* DOLLARS AND *96* CENTS

PAY TO
THE
ORDER
OF

CITY OF SCRANTON

William J. Courtney
MAYOR, CITY OF SCRANTON
Wayne G. Beck
TREASURER, CITY OF SCRANTON

⑈005684⑈ ⑆031300135⑆ 5284⑈082⑈1⑈ 010000

ACCOUNT		PURCH. ORDER		INVOICE NUMBER	AMOUNT	DESCRIPTION
02	229545			VFIRE122	16,651.96	REIMB

12263

CITY OF SCRANTON



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

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

RECEIVED

APR 24 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, **MAY 10, 2017**
@ 6pm.

- 1) Henry Mendoza, 1611 Prospect Ave. Applicant seeks a variance to restore the above address back to three (3) units. R1-A Zone.
- 2) .Adam Griffrida, 111 Prospect Ave. Applicant seeks a variance to restore the above address back to four (4) units. CN Zone.
- 3) Main & Swetland LLC. , S. Main Ave. from Amherst to Cornell Streets. Revitalization Project including renovation of existing buildings & a building addition & a thirty (30) car parking lot addition on the former Church site.CN Zone.
- 4) Casey Seesholtz, 802 Moosic St. Applicant seeks a variance to restore the above address back to two (2) units. R1-A Zone.

PUBLIC PARTICIPATION IS WELCOME.

Date: 5/10/2017---6 pm---2nd floor- city hall.

ANYONE INTERESTED IN BECOMING A
PARTY TO THE LISTED CASES ARE
DIRECTED TO CONTACT THE CITY
ZONING OFFICER, JACK SWEENEY
@ 570-348-4193, EXT # 4512.

PUBLIC PARTICAPATION IS WELCOME.

Alan O'Neil, Chairman, Scranton Zoning Board

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO DISBURSE EIGHTY-NINE THOUSAND DOLLARS (\$89,000.00) FROM THE ACCOUNT INTO WHICH REPAYMENT OF URBAN DEVELOPMENT ACTION GRANTS (UDAG) ARE DEPOSITED (UDAG REPAYMENT ACCOUNT) TO BE USED FOR THE PURCHASE OF PAVING MATERIALS FOR THE CITY OF SCRANTON'S PAVING PROGRAM.

WHEREAS, the City of Scranton Office of Economic and Community Development has requested that legislation be prepared to use funds from the Repayments of Urban Development Action Grant (UDAG Re Re) Program in the amount of \$89,000.00 for the purchase of paving materials for the City of Scranton's Paving Program; and

WHEREAS, the City of Scranton Office of Economic and Community Development administers Urban Development Action Grants (UDAG) for which repayment is received (UDAG Repayments) that are deposited into the UDAG Repayment Account; and

WHEREAS, File of Council No. 47, 2008, requires legislation approved by the Governing Body of the City of Scranton prior to disbursement of UDAG Repayments from the UDAG Repayment Account.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials hereby authorize the disbursement of Eighty-Nine Thousand Dollars (\$89,000.00) from the account into which Repayment of Urban Development Action Grants (UDAG) are deposited (UDAG Repayment Account) to be used for the purchase of paving materials for the City of Scranton Paving Program.

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

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

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



Office of Economic and
Community Development

April 11, 2017

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


Re: UDAG Re-Re
Reconstruction of City Streets to Include Handicap Curb Cuts

Dear Atty. Boyles:

Please proceed to prepare a Resolution to use funds from the repayments of the Urban Development Action Grant (UDAG Re-Re) Program in the amount of \$89,000.00. These funds will be used for the City of Scranton's Paving Program.

Please provide OECD with copies of any and all information as you move forward with this legislation. If you have any questions regarding this project, please contact me at 348-4216.

Sincerely,


Linda B. Aebli
Executive Director

lba/
cc: Atty. Eugene Hickey, Solicitor, OECD
Mr. Tom Preambo, Deputy Director, OECD
Mr. Dave Bulzoni, Business Administrator
Mr. Dennis Gallagher, Director, DPW

RECEIVED

APR 20 2017

OFFICE OF CITY
COUNCIL/CITY CLERK



DEPARTMENT OF LAW

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

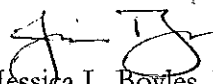
April 20, 2017

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO DISBURSE EIGHTY-NINE THOUSAND DOLLARS (\$89,000.00) FROM THE ACCOUNT INTO WHICH REPAYMENT OF URBAN DEVELOPMENT ACTION GRANTS (UDAG) ARE DEPOSITED (UDAG REPAYMENT ACCOUNT) TO BE USED FOR THE PURCHASE OF PAVING MATERIALS FOR THE CITY OF SCRANTON'S PAVING PROGRAM.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH URBAN ELECTRICAL CONTRACTORS, INC. TO PERFORM MAINTENANCE OF STREET LIGHTS FOR A TWELVE (12) MONTH PERIOD FROM MAY 1, 2017 THROUGH APRIL 30, 2018.

WHEREAS, a request for Proposal was advertised for maintenance of street lights and three (3) conforming proposals were submitted for review; and

WHEREAS, after review of the proposals submitted it was determined that it would be in the best interest of the City to award the Contract to Urban Electrical Contractors, Inc. for the reasons provided in the Memo attached hereto from the Director of the Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Urban Electrical Contractors, Inc. to provide maintenance of street lights for a period of 12 months from May 1, 2017 through April 30, 2018.

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.

CONTRACT

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

URBAN ELECTRICAL CONTRACTORS, INC.
801 WILLIAM STREET
DUNMORE, PA 18510
PHONE NO. (570) 342-0907

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

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

MAINTENANCE OF CITY OF SCRANTON
STREET LIGHTS FOR 12 MONTH PERIOD
MAY 1, 2017 THROUGH APRIL 30, 2018
PER THE ATTACHED BID PROPOSAL
AND SCRANTON'S SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's
Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference
thereto and the Bid Proposal submitted by Urban Electrical Contractors, Inc. dated April 3, 2017
attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid
Proposal and Specifications are hereby made part of this Agreement as fully and with the same
effect as if set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

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

deductibles or self-insured retentions (which shall be for the account of the Contractor);

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

DIRECTOR, DEPARTMENT OF PUBLIC
WORKS

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

URBAN ELECTRICAL CONTRACTORS, INC.

BY:

TITLE: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

DATE: April 7, 2017

SUBJECT: City of Scranton
Maintenance of Street Lights

TO: Jessica Boyles, Esquire
City Solicitor

From: Dennis Gallagher *DC*
Director Department of Public Works

This is to inform you that we intend to award a contract to Urban Electrical Contractors. This contract is for Maintenance of Street Lights. Urban Electrical Contractors was the lowest, most responsible bidder.

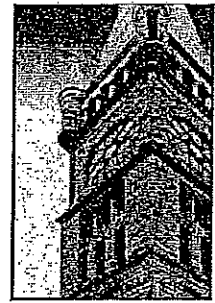
Please prepare the necessary contracts, as soon as possible.

Thank you for your cooperation in this matter.

Cc: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Julie Reed, Purchasing Clerk

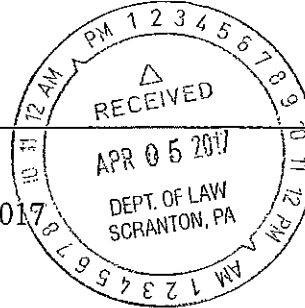
Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

April 5, 2017



Mr. Dennis Gallagher
Department of Public Works
101 W. Poplar Street
Scranton, Penna. 18508

Dear Mr. Gallagher:

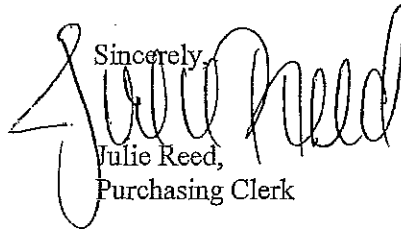
This is to inform you that bids were opened on Wednesday April 5, 2017 in Council Chambers for **MAINTENANCE OF STREET LIGHTS FOR A 12 MONTH PERIOD AS PER SPECIFICATIONS.**

Attached please find a copy of the bid submitted by the following companies:

Wyoming Electric & Signal
Leber Electronic, Inc.
Joyce Electrical
Urban Electrical Contractors

After your review of these bids, please inform the Law Office of your decision so they may call for a contract or reject said bids.

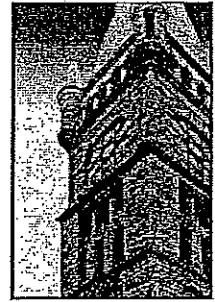
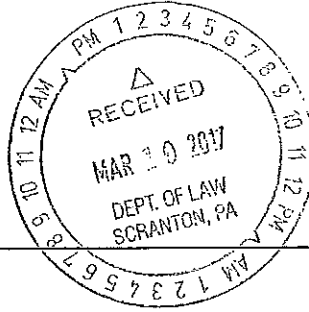
Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Cc: Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni, Business Administrator
Mrs. Lori Reed, City Clerk
● Ms. Jessica Boyles, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

March 9, 2017

Mr. Dennis Gallagher
Department of Public Works
101 W. Poplar Street
Scranton Pa, 18508

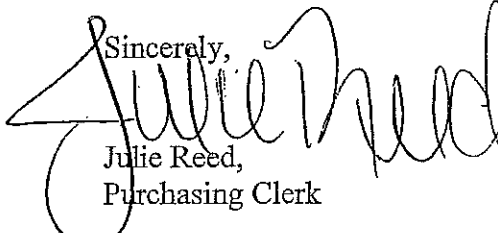
Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on
Wednesday, April 5, 2017 at 10:00 A.M. for the following:

MAINTENANCE OF STREET LIGHTS
FOR A 12 MONTH PERIOD
AS PER SPECIFICATIONS

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mr. David Bulzoni, Business Administrator
Mrs. Rebecca McMullen, Financial Manager
Ms. Jessica Boyles, City Solicitor
File

CITY OF SCRANTON
INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL WEDNESDAY, APRIL 5, 2017 AT 10:00 A.M., AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

MAINTENANCE OF STREET LIGHTS
FOR A 12 MONTH PERIOD
AS PER SPECIFICATIONS

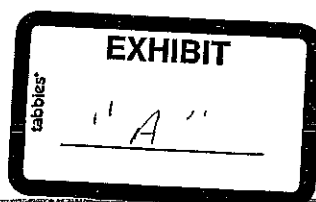
ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, (4TH FLOOR) CITY HALL, AND ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF 10%, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDING OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF 100% OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE TIME OF OPENING OF BIDS.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING "MAINTENANCE OF STREET LIGHTS" CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI
BUSINESS ADMINISTRATOR



Work To Be Performed

The work to be performed shall include scheduled and emergency maintenance items to the City owned street lights on a time and materials basis as directed by the City, in accordance with specifications and the bid hourly rates.

Work by the City and Additional Awards of Contracts

The Municipality may undertake or award other contracts of additional work. The Contractor shall cooperate fully with such other contractors and Municipal employees and fit his own work to such additional work as may be directed by the Director of Public Works. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or my Municipal employees. Contractor agrees work pursuant to these specifications is at the demand and convenience of the City Contractor.

The Municipality also reserves the right to solicit and award contracts for the purchase of materials to be used by the contractor, when determined to be in the best interest of the Municipality. The Contractor shall be allowed one (1) hour at the lowest Hourly Repair Charge rate for obtaining and transporting the materials from the municipal shop if directed by the City.

Inspection

The Municipality reserves the right to assign an inspector to the Contractor's operation for the purpose of determining the compliance with the specification and maintaining records, including the time records for service charges. Any work or materials found to be substandard or not in accordance with the provision of this contract, shall be prepared or replaced to the satisfaction of the Municipality at the sole expense of the Contractor. Contractor is solely responsible for notifications and coordination with PPL and compliance with PPL requirements.

Work Performance

It shall be the contractor's responsibility to insure that he does not damage any material, equipment or structure during his operations. If the contractor damages any materials, equipment and structure, he shall repair or replace it to the satisfaction of and at no expense to the Municipality.

All electrical work shall meet the electrical regulations of all state and local codes, PPL and utility regulations, and otherwise as contained in the latest edition of the Nation Electrical Code of the National Board of Fire Underwriters.

All work shall be performed in a neat and workmanlike manner. All material or equipment replaces, shall be held available for inspection by the Municipality prior to disposal by the Contractor. Work shall be in complete conformance with PPL's regulations, except as modified herein in terms of agreement and scope, and any and all state and federal specifications, regulations and requirements.

Maintenance and Protection of Traffic

Any necessary maintenance and protection of traffic during operation shall be the responsibility of the Contractor in accordance with the Pennsylvania Department of Transportation Publication 203, Work Zone Traffic Control. The contractor will be allowed to close one (1) lane of traffic, when necessary to provide the service required under the proposal, between the hours of 9:30 am and 3:30 pm Monday through Friday, except holidays and as directed by the Director of Public Works.

Damaged Parts, Materials and Equipment

Surplus or damaged parts, materials, light heads and arms, or other equipment which are salvageable shall be taken by the Contractor to a place designated by the Municipality unless indicated otherwise. Any damaged poles, broken concrete or other such materials that cannot be repaired shall be disposed of by the Contractor.

Transportation

The Contractor shall be responsible for providing transportation. There shall be no additional charge for transportation.

Test Equipment and Tools

The Contractor shall provide all the necessary test equipment and tools.

Union Labor

The Contractor is referred to the City's wage and union requirements.

Description of Work

The Contractor shall designate in writing a telephone number where he may be contacted concerning service. The Contractor shall be on-call twenty four (24) hours seven (7) days a week including holidays, for the purpose of making repairs. Work shall be categorized as emergency or scheduled service.

Scheduled Service

For emergency service an authorized person (Director of Public Works, Chief of Police, etc.) will notify the Contractor of need for emergency response. The Contractor shall respond and be on site to correct the failure within the response times defined below.

Emergency Service: Shall arise when as described above and when an emergency or dangerous situation exists, in which case the Contractor shall immediately dispatch qualified personnel to eliminate such conditions. When notification is received between 7 am and 6 pm Monday thru Friday the response time shall be no more than one hour.

When notification is received any other time or day the response time shall be no more than one and a half hours.

Scheduled Service: Non-emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.

Scheduled service shall be performed when in coordination with the Director of Public Works, sufficient maintenance or repair activities exist to reduce the number of deployments. Sole discretion regarding the need to mobilize rests with the Director of Public Works.

Work Includes

- Replace damaged pole (furnish and install)
- Burned out bulbs / fixture
- Ballast
- Relocation of poles
- Removal of poles / rerouting wiring
- Broken wiring
- Control of light types (City)

The Contractor shall restore normal operation in the field within 24 hours. In the event, the Contractor is unable to restore normal operation in the field, substitute equipment shall be supplied at no additional cost to the Municipality until repairs to the existing equipment can be made. The existing equipment shall be repaired and returned to the field in no more than fifteen (15) days.

All repairs and testing of the failed equipment shall be done by the Contractor.

Complete record of the work performed and log-in sheet of the intersection shall be completed.

Contractor warrants as a basis for submitting a bid he has familiarized himself with the light types owned by the City.

Contractor shall maintain a database and map of the City's lights, including dates and records of service performed. Contractor shall establish and operate a telephone and website public hotline for reporting outages and needs for service. Contractor shall report such calls and notices thusly received to the Director of Public Works and shall coordinate service schedule for said items.

Material

The Contractor is ultimately responsible for furnishing material, tools, and equipment necessary for the performance of the work.

Method of Payment

The method of payment shall be based on a bid hourly rate for a truck and an hourly rate for manpower in accordance with the categories listed below. Compensation shall further be in accordance with any agreement offered by the City.

Payment shall be made at the contract price per unit/hour for the respective item.

In addition there shall be a minimum service charge per call of 1 hour regardless of the actual time spent.

The service charge time shall include only that time spent in repairing or restoring the installation. The Contractor agrees the decision by the Director of Public Works for the actual time spent will be final. No compensation will be paid for break periods or down time.

A detailed description of the work performed and a separate invoice detailing the material shall be submitted to the Municipality. Payment may not be made without above written description.

Penalties

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

Basis of Bid:

1. Emergency and scheduled service, Monday through Friday 6 am to 7 pm

Man hour	\$ _____/hour
Truck	\$ _____/hour

2. Emergency service, any other time

Man hour	\$ _____/hour
Truck	\$ _____/hour

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE; The penalty for making false statements in offers is prescribed In 18 U.S.C. 1001.

DATE _____

(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes
and says that:

1) He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

(TITLE)

MY COMMISSION EXPIRES _____, 20____

CITY OF SCRANTON

INVITATION TO BIDDERS

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MAINTENANCE OF STREET LIGHTS
FOR A 12 MONTH PERIOD
AS PER SPECIFICATIONS

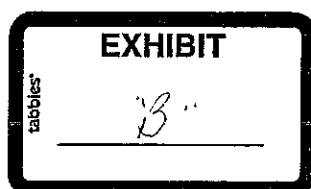
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DAVID BULZONI
BUSINESS ADMINISTRATOR



Work To Be Performed

The work to be performed shall include scheduled and emergency maintenance items to the City owned street lights on a time and materials basis as directed by the City, in accordance with specifications and the bid hourly rates.

Work by the City and Additional Awards of Contracts

The Municipality may undertake or award other contracts of additional work. The Contractor shall cooperate fully with such other contractors and Municipal employees and fit his own work to such additional work as may be directed by the Director of Public Works. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or my Municipal employees. Contractor agrees work pursuant to these specifications is at the demand and convenience of the City Contractor.

The Municipality also reserves the right to solicit and award contracts for the purchase of materials to be used by the contractor, when determined to be in the best interest of the Municipality. The Contractor shall be allowed one (1) hour at the lowest Hourly Repair Charge rate for obtaining and transporting the materials from the municipal shop if directed by the City.

Inspection

The Municipality reserves the right to assign an inspector to the Contractor's operation for the purpose of determining the compliance with the specification and maintaining records, including the time records for service charges. Any work or materials found to be substandard or not in accordance with the provision of this contract, shall be prepared or replaced to the satisfaction of the Municipality at the sole expense of the Contractor. Contractor is solely responsible for notifications and coordination with PPL and compliance with PPL requirements.

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Maintenance and Protection of Traffic

Any necessary maintenance and protection of traffic during operation shall be the responsibility of the Contractor in accordance with the Pennsylvania Department of Transportation Publication 203, Work Zone Traffic Control. The contractor will be allowed to close one (1) lane of traffic, when necessary to provide the service required under the proposal, between the hours of 9:30 am and 3:30 pm Monday through Friday, except holidays and as directed by the Director of Public Works.

Damaged Parts, Materials and Equipment

Surplus or damaged parts, materials, light heads and arms, or other equipment which are salvageable shall be taken by the Contractor to a place designated by the Municipality unless indicated otherwise. Any damaged poles, broken concrete or other such materials that cannot be repaired shall be disposed of by the Contractor.

Transportation

The Contractor shall be responsible for providing transportation. There shall be no additional charge for transportation.

Test Equipment and Tools

The Contractor shall provide all the necessary test equipment and tools.

Union Labor

The Contractor is referred to the City's wage and union requirements.

Description of Work

The Contractor shall designate in writing a telephone number where he may be contacted concerning service. The Contractor shall be on-call twenty four (24) hours seven (7) days a week including holidays, for the purpose of making repairs. Work shall be categorized as emergency or scheduled service.

Scheduled Service

For emergency service an authorized person (Director of Public Works, Chief of Police, etc.) will notify the Contractor of need for emergency response. The Contractor shall respond and be on site to correct the failure within the response times defined below.

Emergency Service: Shall arise when as described above and when an emergency or dangerous situation exists, in which case the Contractor shall immediately dispatch qualified personnel to eliminate such conditions. When notification is received between 7 am and 6 pm Monday thru Friday the response time shall be no more than one hour.

When notification is received any other time or day the response time shall be no more than one and a half hours.

Scheduled Service: Non-emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.

Scheduled service shall be performed when in coordination with the Director of Public Works, sufficient maintenance or repair activities exist to reduce the number of deployments. Sole discretion regarding the need to mobilize rests with the Director of Public Works.

Work Includes

- Replace damaged pole (furnish and install)
- Burned out bulbs / fixture
- Ballast
- Relocation of poles
- Removal of poles / rerouting wiring
- Broken wiring
- Control of light types (City)

The Contractor shall restore normal operation in the field within 24 hours. In the event, the Contractor is unable to restore normal operation in the field, substitute equipment shall be supplied at no additional cost to the Municipality until repairs to the existing equipment can be made. The existing equipment shall be repaired and returned to the field in no more than fifteen (15) days.

All repairs and testing of the failed equipment shall be done by the Contractor.

Complete record of the work performed and log-in sheet of the intersection shall be completed.

Contractor warrants as a basis for submitting a bid he has familiarized himself with the light types owned by the City.

Contractor shall maintain a database and map of the City's lights, including dates and records of service performed. Contractor shall establish and operate a telephone and website public hotline for reporting outages and needs for service. Contractor shall report such calls and notices thusly received to the Director of Public Works and shall coordinate service schedule for said items.

Material

The Contractor is ultimately responsible for furnishing material, tools, and equipment necessary for the performance of the work.

Method of Payment

The method of payment shall be based on a bid hourly rate for a truck and an hourly rate for manpower in accordance with the categories listed below. Compensation shall further be in accordance with any agreement offered by the City.

Payment shall be made at the contract price per unit/hour for the respective item.

In addition there shall be a minimum service charge per call of 1 hour regardless of the actual time spent.

The service charge time shall include only that time spent in repairing or restoring the installation. The Contractor agrees the decision by the Director of Public Works for the actual time spent will be final. No compensation will be paid for break periods or down time.

A detailed description of the work performed and a separate invoice detailing the material shall be submitted to the Municipality. Payment may not be made without above written description.

Penalties

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

Basis of Bid:

1. Emergency and scheduled service, Monday through Friday 6 am to 7 pm

Man hour	\$ <u>62.⁰⁰</u> /hour
Truck	\$ <u>15.⁰⁰</u> /hour

2. Emergency service, any other time

Man hour	\$ <u>93.⁰⁰</u> /hour
Truck	\$ <u>15.⁰⁰</u> /hour

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 4/3/17

Chris Evans, Union Electric
(Name of Bidder)

BY [Signature]

TITLE V.P.

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE; The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 4/3/17

Unbau Electric
(Name of Bidder)

By [Signature]
Title V.P.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF PA

COUNTY OF Lancaster

Chris Evans, being first duly sworn, deposes
and says that:

1) He is V.P.
(Owner, partner, officer, representative or agent)

of Urban Educational Center the Bidder that has submitted the bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED

[Signature]

V.P.

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS

5th

DAY OF

April

, 20 *17*

Edwina M. Neary

Notary

(TITLE)

MY COMMISSION EXPIRES

4/2

, 20 *19*

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Edwina M. Neary, Notary Public
Dunmore Boro, Lackawanna County
My Commission Expires April 7, 2019

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Urban Electrical Contractors, Inc.
801 William Street
Dunmore, PA 18510

SURETY:

(Name, legal status and principal place of business)

Old Republic Insurance Company
707 Philadelphia Pike
Wilmington, DE 19809

OWNER:

(Name, legal status and address)

City of Scranton
340 North Washington Ave.
Scranton, PA 18503

BOND AMOUNT: \$ 10% of total amount bid

PROJECT:

(Name, location or address, and Project number, if any)

Maintenance of Street Lights for a 12 Month Period as Per Specifications

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

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User Notes:

(1097283381)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5 day of April, 2017

Susan Merlino
(Witness)

Deborah
(Witness)

Urban Electrical Contractors, Inc.

(Contractor as Principal)

Patricia H. Naples, President
(Title) (Seal)

Old Republic Insurance Company

(Surety)

Gina M. Pepe
(Title) (Seal)

Gina M. Pepe, Attorney-in-Fact

Init.

CONSENT OF SURETY

We, the undersigned surety, Old Republic Insurance Company

**a corporation organized and existing under the State of Pennsylvania
are hereby authorized to do business in the State of Pennsylvania
do hereby consent and agree with City of Scranton**

that if the foregoing proposal of Urban Electrical Contractors, Inc.

for Maintenance of Street Lights for a 12 Month Period as Per Specifications

**be accepted and the contract timely awarded and executed by the Obligee and Principal,
that we will, as surety, upon its being so awarded and entered into, become surety for
the said project in the sum not to exceed 100% for the faithful performance of said
contract.**

Signed and dated: April 5, 2017

**Old Republic Insurance Company
(Surety)**

A handwritten signature in cursive script, reading "Gina M. Pepe".

**Gina M. Pepe
Attorney-in-Fact**

OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

BRENT D. HEADLEY, RICHARD G. ANDERSON, JOSEPH T. CATANIA, DENISE MEDLAR, GINA M. PEPE, OF WILMINGTON, DE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
FIVE MILLION DOLLARS (\$5,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2ND day of MAY, 2016

OLD REPUBLIC INSURANCE COMPANY

Assistant Secretary



Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2ND day of MAY, 2016

, personally came before me, ALAN PAVLIC and

JANE E. CHERNEY

to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/18

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

95-0002

Signed and sealed at the City of Brookfield, WI this 5th day of April, 2017.



ANDERSON & CATANIA SURETY

Assistant Secretary

RECEIVED

APR 20 2017

OFFICE OF CITY
COUNCIL/CITY CLERK



DEPARTMENT OF LAW

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

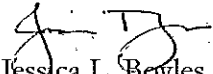
April 20, 2017

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH URBAN ELECTRICAL CONTRACTORS, INC. TO PERFORM
MAINTENANCE OF STREET LIGHTS FOR A TWELVE (12) MONTH PERIOD
FROM MAY 1, 2017 THROUGH APRIL 30, 2018.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR MARK J. SOBECK ROOF CONSULTING, INC., 15 SOUTH FRANKLIN STREET, SUITE 210, WILKES-BARRE, PA, FOR EXTERIOR MASONRY CLEANING AND RESTORATION AND THE PAINTING OF EXTERIOR WOOD AND METAL ARCHITECTURAL ELEMENTS AT THE DIOCESE OF SCRANTON'S SAINT PETER'S CATHEDRAL, RECTORY, AND CHANCERY AT 315 WYOMING AVENUE, SCRANTON, PA 18503.

WHEREAS, the Historical Architecture Review Board ("HARB") has convened and reviewed the submission of Mark J. Sobeck Roof Consulting, Inc., 15 South Franklin Street, Suite 210, Wilkes-Barre, PA, for exterior masonry and cleaning and restoration and painting of the exterior wood and metal architectural elements at the Diocese of Scranton's Saint Peter's Cathedral, Rectory, and Chancery at 315 Wyoming Avenue, Scranton, PA, 18503. A copy of which is attached hereto marked as Exhibit "A" and incorporated herein by reference; and

WHEREAS, further recommendation by HARB includes any damages incurred during restoration project must be completed with materials "in kind"; and

WHEREAS, the HARB has determined that the Improvement meets with the guidelines of the HARB 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 Avenue . Scranton, PA 18503

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Building address: 315 Wyoming Ave., Scranton, PA 18503
Street and number City State Zip

Owner of building: The Diocese of Scranton

Owner's address: 300 Wyoming Ave., Scranton, PA 18503
Street and number City State Zip

Applicant: Mark J. Sobeck Roof Consulting, Inc.

Applicant's address: 15 S. Franklin St., Suite 210, Wilkes-Barre, PA 18701
Street and number City State Zip

Applicant's Phone Number: 570-829-5777 ext. 7

Tax Identification #: 01 - 0738801

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 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 refiled.

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 checked="" type="checkbox"/> Trim and decorative woodwork	<input type="checkbox"/> Skylights
<input checked="" type="checkbox"/> Siding and Masonry	<input type="checkbox"/> Metal work
<input type="checkbox"/> Roofing, gutter and downspout	<input type="checkbox"/> Light fixtures
<input checked="" type="checkbox"/> Windows, doors, and associated hardware	<input 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.

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

N/A

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

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

9. JUSTIFICATION FOR DEMOLITION



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: April 20, 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 MARK J. SOBECK ROOF CONSULTING, INC., 15 SOUTH FRANKLIN STREET, SUITE 210, WILKES-BARRE, PA, FOR EXTERIOR MASONRY CLEANING AND RESTORATION AND THE PAINTING OF EXTERIOR WOOD AND METAL ARCHITECTURAL ELEMENTS AT THE DIOCESE OF SCRANTON'S SAINT PETER'S CATHEDRAL, RECTORY, AND CHANCERY AT 315 WYOMING AVENUE, SCRANTON, PA 18503.

Further recommendation by HARB includes "any damages incurred during restoration project must be completed 'in kind.'" A Certificate of Appropriateness was issued for the project listed and has received approval from the HARB following a presentation at their meeting on April 10, 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.

RECEIVED

APR 20 2017

OFFICE OF CITY
COUNCIL/CITY CLERK



DEPARTMENT OF LAW

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

April 20, 2017

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

Dear Honorable Council Members:

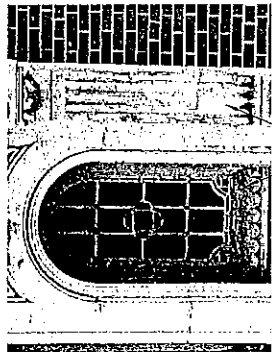
ATTACHED IS A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR MARK J. SOBECK ROOF CONSULTING, INC., 15 SOUTH FRANKLIN STREET, SUITE 210, WILKES-BARRE, PA, FOR EXTERIOR MASONRY CLEANING AND RESTORATION AND THE PAINTING OF EXTERIOR WOOD AND METAL ARCHITECTURAL ELEMENTS AT THE DIOCESE OF SCRANTON'S SAINT PETER'S CATHEDRAL, RECTORY, AND CHANCERY AT 315 WYOMING AVENUE, SCRANTON, PA 18503.

Respectfully,

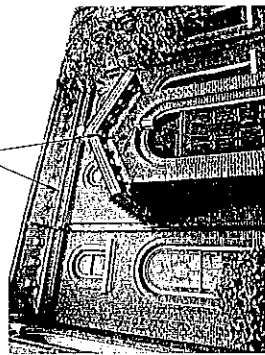
Jessica L. Boyles, Esquire
City Solicitor

JLB/mpd

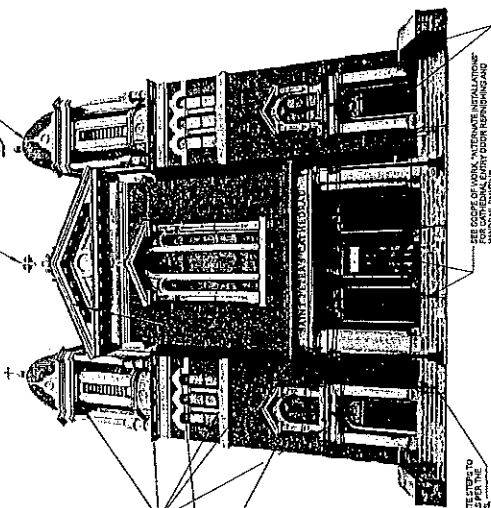




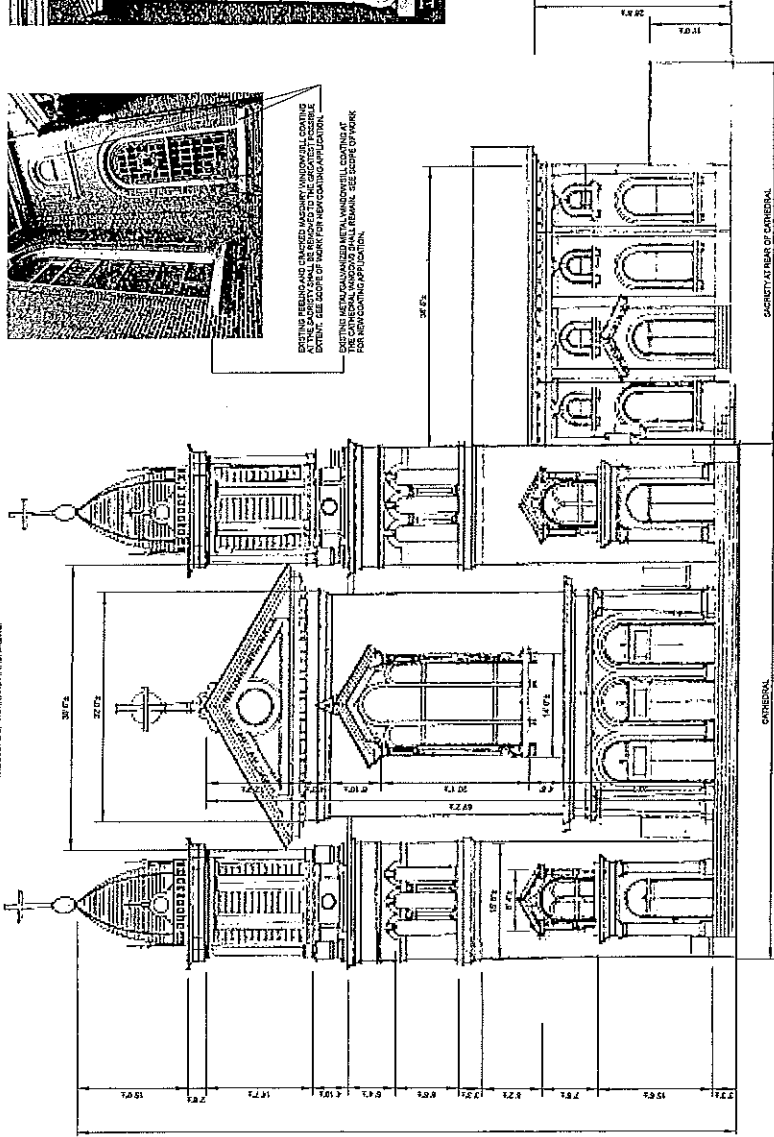
SOFFITS, ETC., FOR PAINTING AS PER THE SCOPE OF WORK AND ATTACHMENTS.



EXISTING METAL GALVANIZED METAL WINDOW SILL COATING AT THE CATHODIC ANODE SHALL REMAIN. SEE SCOPE OF WORK FOR DETAILS.



CLEAN RUST STAINING FROM GRANITE STEPS TO THE GREATEST EXTENT POSSIBLE FOR THE SCOPE OF WORK AND ATTACHMENTS.




FRONT ELEVATION

$$\overline{1/8^n + 1} = 1 - 5^n$$

PHASE I

THE DIOCESE OF SCRANTON
ST. PETER'S CATHEDRAL, RECTORY, & CHANCERY
315 WYOMING AVENUE
SCRANTON, PA 18503
EXTERIOR MASONRY RESTORATION & CLEANING & PAINTING
EXTERIOR WOOD & METAL ARCHITECTURAL ELEMENTS


Mark J. Sobeck
Roof Consulting, Inc.
15 South Franklin St.
Suite 210
Wilkes-Barre, PA 18701
570-829-5777
www.marksobeck.com

[illegible]

DATE: 3-24-17
DRAWN BY: DMV

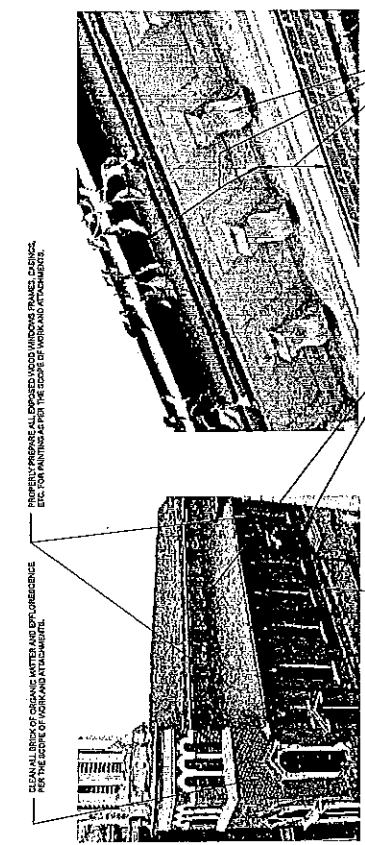
SEE PHASE II ALL METAL ADVANCED METAL
DOOR TRIM, CORNER, CORBEL, SCOTCH,
Etc. FOR PAINTING AS PER THE SCOPE OF WORK AND ATTACHMENT.

REPAIR AND REFINISH ALL METALWORK
AND TRIM AS PER THE SCOPE OF WORK
AND ATTACHMENT.

REPAIR AND REFINISH ALL METALWORK
AND TRIM AS PER THE SCOPE OF WORK
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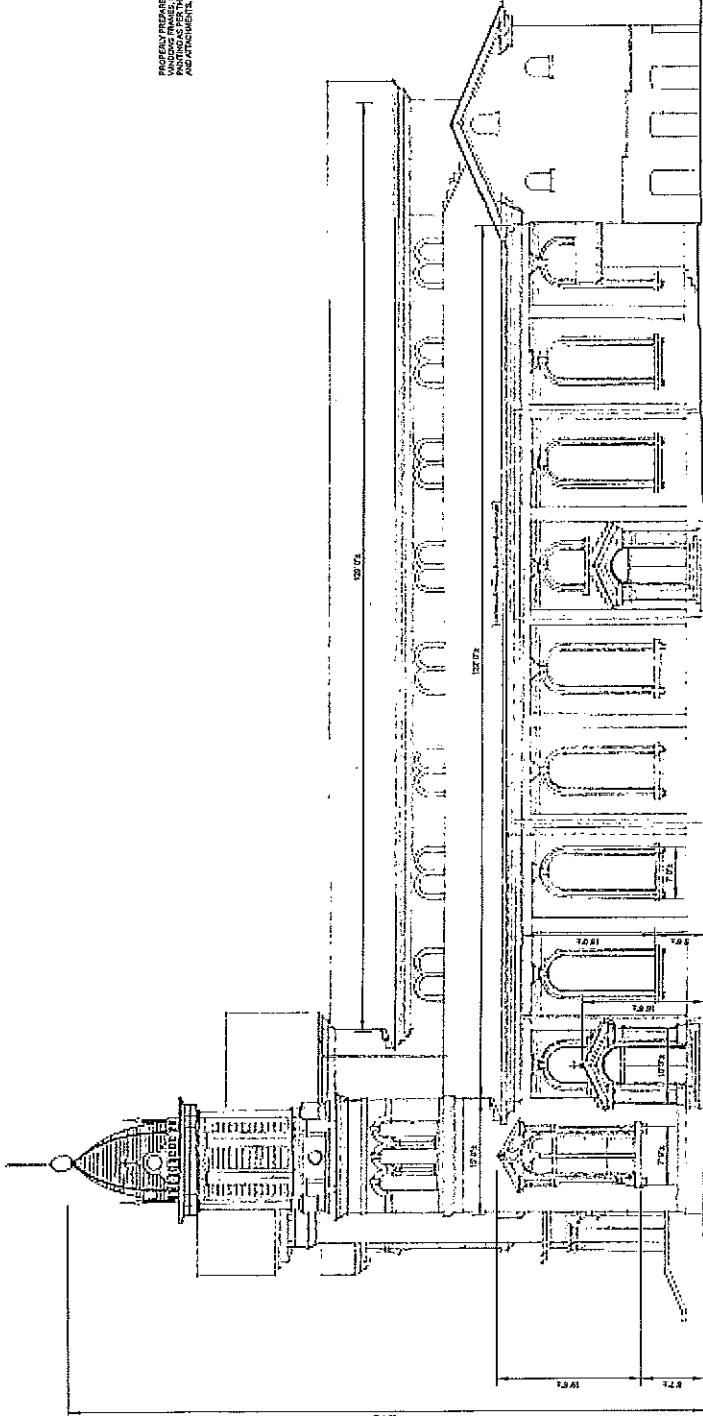
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AND TRIM AS PER THE SCOPE OF WORK
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AND TRIM AS PER THE SCOPE OF WORK
AND ATTACHMENT.



SHRINE GARDEN ELEVATION
1/8" = 1'-0"

PHASE II

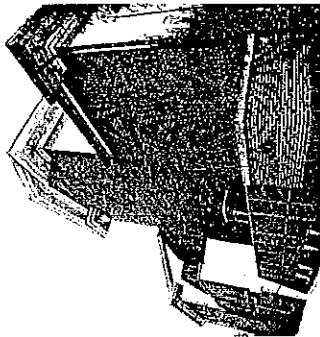
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Mark J. Soback
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Suite 210
Wilkes-Barre, PA 18701
570-823-5777
www.marksoback.com

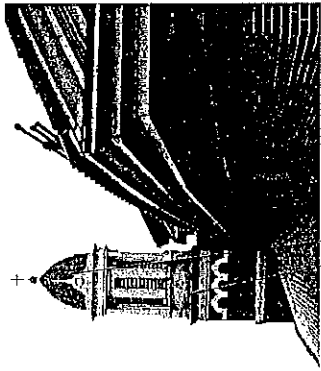
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DATE: 3-24-17
DRAWN BY: DMV

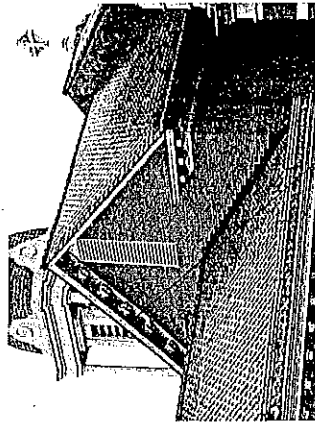
ALL DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE MEASUREMENTS WITHIN A REASONABLE DOUBT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS, CONDITIONS, DIMENSIONS, MATERIALS AND CONSTRUCTION PRIOR TO BEGINNING WORK. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE MEASUREMENTS WITHIN A REASONABLE DOUBT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS, CONDITIONS, DIMENSIONS, MATERIALS AND CONSTRUCTION PRIOR TO BEGINNING WORK.



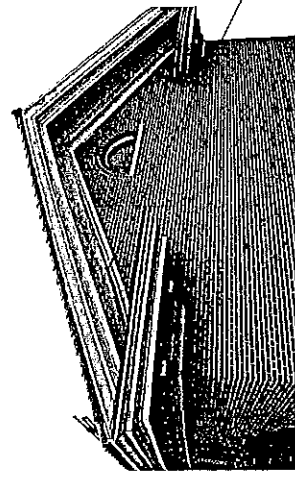
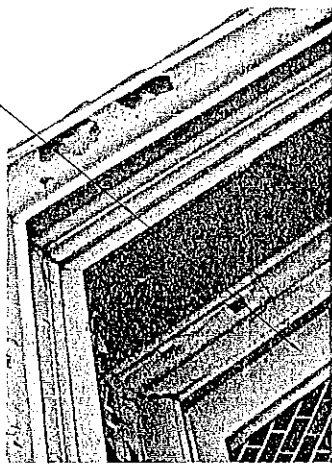
REMOVE ALL ROOF JOISTS, BRACKETS AND BRACING
PER THE SCOPE OF WORK AND ATTACHMENTS.



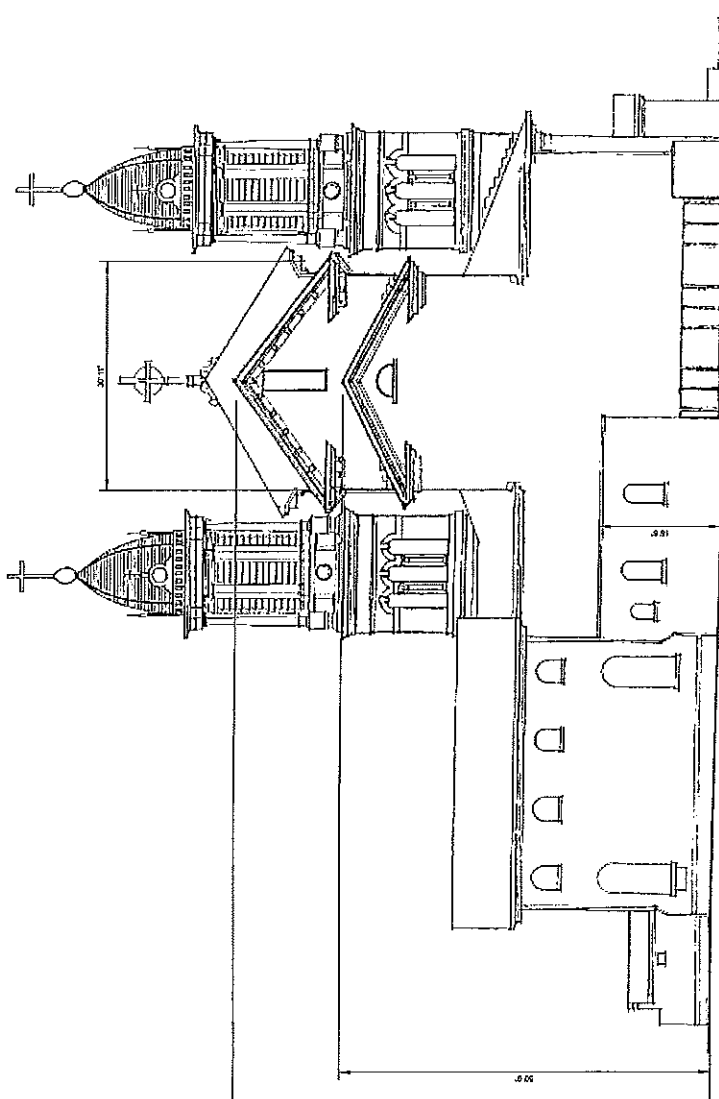
REPLACE ROOF JOISTS AND CORNER JOISTS SHALL BE
REPAINTED DIFFERENTIATED LUMBER. JOISTS AND CORNER
LUMBER SHALL BE THE SCOPE OF WORK AND ATTACHMENTS.



PROPERLY PREPARE ALL METAL AND WOOD
SURFACES TO BE PAINTED. PREPARE FOR
THE SCOPE OF WORK AND ATTACHMENTS.



SECURELY REATTACH ROOF TRIM TO ITS INTENDED
LOCATION. ROOF TRIM SHALL BE REPAINTED AND
CAULKED. ROOF TRIM CORNERS, CORNERS,
JOINTS AND ATTACHMENTS SHALL BE THE SCOPE OF
WORK AND ATTACHMENTS.



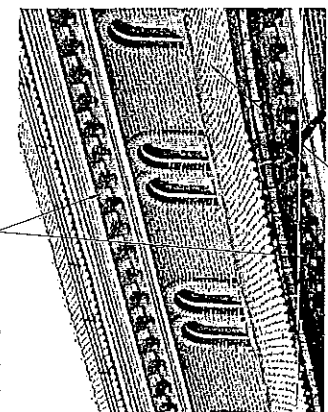
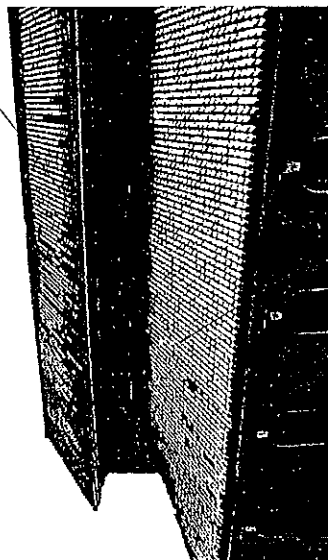
REAR ELEVATION
1/8" = 1'-0"

PHASE II

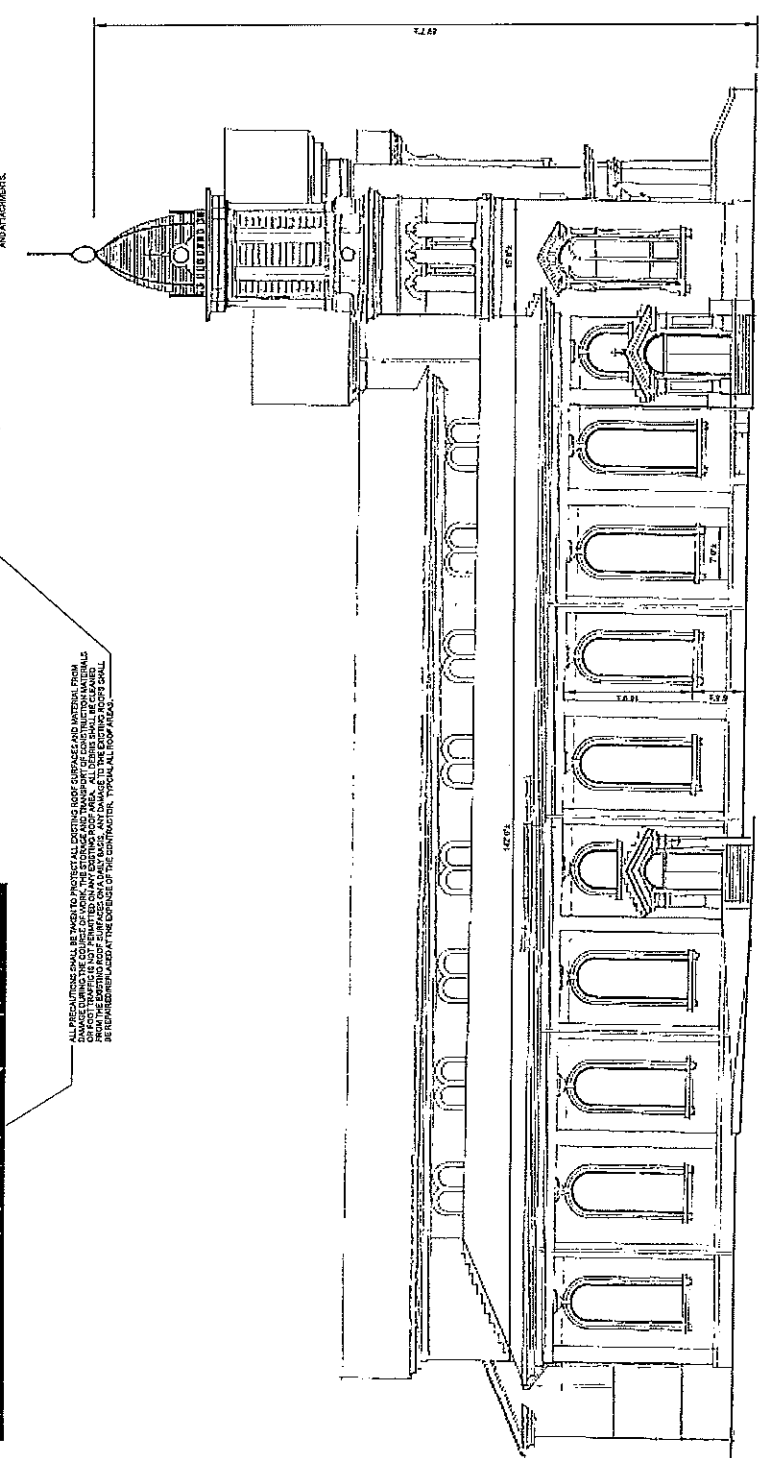
<p>THE DIOCESE OF SCRANTON ST. PETER'S CATHEDRAL, RECTORY & CHANCERY 315 WYOMING AVENUE SCRANTON, PA 18503</p>	<p>Mark J. Sobeck Roof Consulting, Inc. 15 South Franklin St. Suite 210 Wilkes-Barre, PA 18701 570-829-5777 www.marksobeck.com</p>	<p>R-3</p>	<p>DATE: 3-24-17 DRAWN BY: DMW</p>
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THIS IS BASED ON ORIGINAL DRAWINGS. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, CONDITIONS, DIMENSIONS, AND QUANTITIES PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK.

PROPERLY PREPARE ALL METAL UNPAINTED METAL AND WOOD FOR THE SCOPE OF WORK AND ATTACHMENTS.



ALL ROOFING SHALL BE THATCHED WITH ALL EXISTING ROOF SURFACES AND MATERIALS SHALL BE REMOVED AND THE ROOFING SHALL BE REPAIRED OR REPLACED AT THE EXPENSE OF THE CONTRACTOR. TYPICAL ALL ROOF AREA.



LINDEN STREET ELEVATION
1/8" = 1'-0"

PHASE II

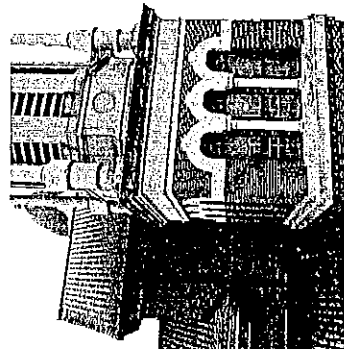
ALL WORK ON EXISTING STRUCTURES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, LOCATIONS AND MATERIALS PRIOR TO BEGINNING OF WORK. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE MEASUREMENTS WITHIN A REASONABLE DEGREE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, LOCATIONS AND MATERIALS PRIOR TO BEGINNING OF WORK. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE MEASUREMENTS WITHIN A REASONABLE DEGREE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, LOCATIONS AND MATERIALS PRIOR TO BEGINNING OF WORK. ALL DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE MEASUREMENTS WITHIN A REASONABLE DEGREE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, LOCATIONS AND MATERIALS PRIOR TO BEGINNING OF WORK.

THE DIOCESE OF SCRANTON
ST. PETER'S CATHEDRAL, RECTORY & CHANCERY
315 WYOMING AVENUE
SCRANTON, PA 18503
EXTERIOR MASONRY RESTORATION & CLEANING & PAINTING
EXTERIOR WOOD & METAL ARCHITECTURAL ELEMENTS

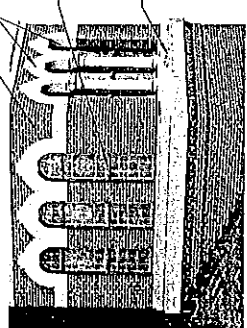
Mark J. Sobek
Roof Consulting, Inc.
15 South Franklin St.
Suite 210
Wilkes-Barre, PA 18701
570-828-5777
www.marksobek.com

R-4

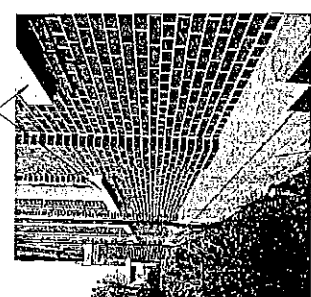
DATE: 3-24-17
DRAWN BY: DMV



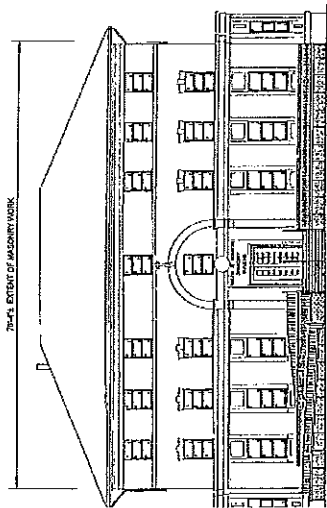
EXISTING METAL FLASHING SHALL REMAIN. RESEALING ANY LOOSE FLASHING. LOCATIONS OF EXISTING FLASHING SHALL BE IDENTIFIED BY THE CONTRACTOR FOR THE SCOPE OF WORK AND ATTACHMENTS.



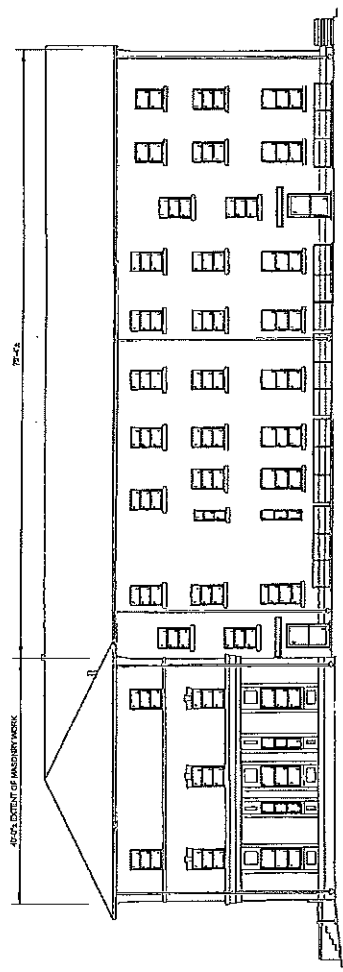
EXISTING TYPICAL CORNER ON METAL FLASHING SHALL BE IDENTIFIED BY THE CONTRACTOR FOR THE SCOPE OF WORK AND ATTACHMENTS. SEE ATTACHED WORK FOR ANY CORNER FLASHING. TYPICAL CORNER FLASHING SHALL BE IDENTIFIED BY THE CONTRACTOR FOR THE SCOPE OF WORK AND ATTACHMENTS.



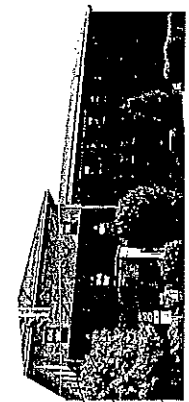
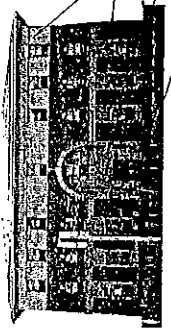
REPAIRS REQUIRED AND CLEAN ROOFING BASE PERIMETER AS PER THE SCOPE OF WORK AND ATTACHMENTS, TYP.



**IOCESAN
HANCERY
YOMING
VENUE
LEVATION**



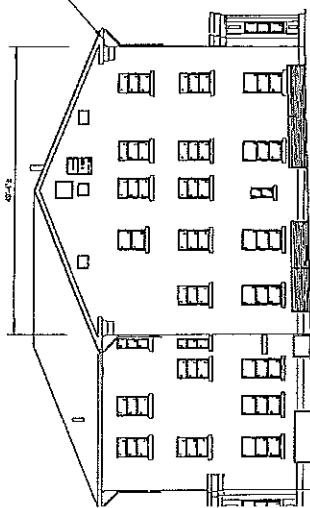
**DIOCESAN CHANCERY
LINDEN STREET ELEVATION**



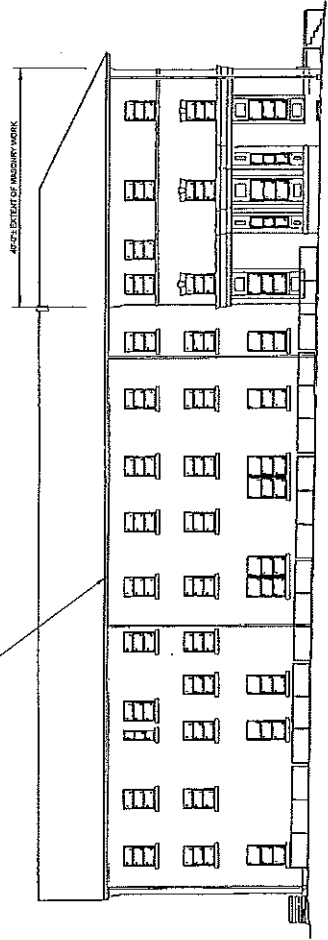
REPOINT CLEAN BRICK OF EXISTING INTERIOR ELEVATION
FRONT ELEVATION, ENTRY RAMP AND STEPS.

CLEAN INTERIOR AND OUTSIDE AS PER THE SCOPE OF WORK AND
ATTACHED LIST MARK TO FRONT ELEVATION, ENTRY RAMP AND
STEPS, AND SIDE ELEVATION AS NOTED.

REPAIR IN BRICK WORK OF EXISTING INTERIOR ELEVATION
FRONT ELEVATION, ENTRY RAMP AND STEPS, AND SIDE ELEVATION AS NOTED.



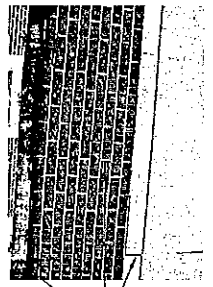
**IOCESAN
HANCERY
EAR ELEVATION**



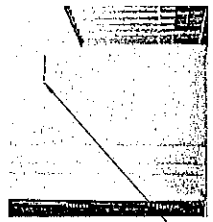
**DIOCESAN CHANCERY
PARKING LOT ELEVATION**



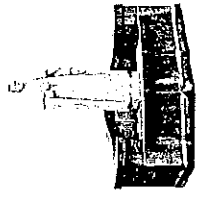
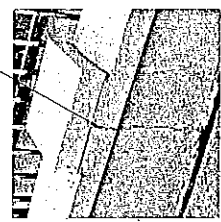
CLEAN INTERIOR AND OUTSIDE AS PER THE SCOPE OF WORK AND
ATTACHED LIST MARK TO FRONT ELEVATION, ENTRY RAMP AND
STEPS, AND SIDE ELEVATION AS NOTED.



REPOINT CLEAN BRICK OF EXISTING INTERIOR ELEVATION
FRONT ELEVATION, ENTRY RAMP AND STEPS.



CLEAN INTERIOR AND OUTSIDE AS PER THE SCOPE OF WORK AND
ATTACHED LIST MARK TO FRONT ELEVATION, ENTRY RAMP AND
STEPS, AND SIDE ELEVATION AS NOTED.



REPOINT DETERIORATED MASONRY JOINTS AND CLEAN
UP ALL DEBRIS FROM WORK. REPAIR AND REFINISH
TYPICAL ENTRY RAMP AND STEPS. CLEAN FINAL SITE.

PAPAL STATUE

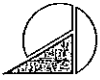
PHASE III

THE DIOCESE OF SCRANTON
ST. PETER'S CATHEDRAL, RECTORY, & CHANCERY
315 WYOMING AVENUE
SCRANTON, PA. 18503
EXTERIOR MASONRY RESTORATION & CLEANING & PAINTING
EXTERIOR WOOD & METAL ARCHITECTURAL ELEMENTS

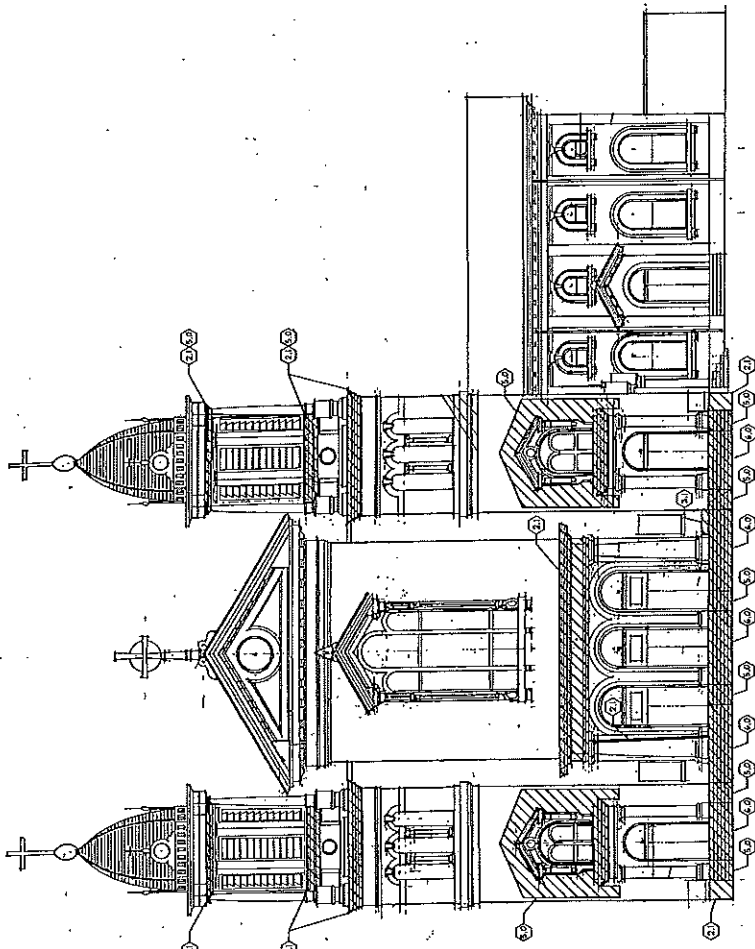
Mark J. Soback
Roof Consulting, Inc.
15 South Franklin St.
Suite 210
Wilkes-Barre, PA 18701
570-829-5777
www.marksoback.com

R-6
DATE: 9-24-17
DRAWN BY: DMV

THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE DOWNGRADE TO FIELD. EXTERIOR LIGHTING, DRAINAGE,
AND ALL OTHERS NOT SHOWN ON THIS DRAWING ARE APPROXIMATE. MEASUREMENTS WITHIN A REASONABLE SCOPE. IF IT IS NECESSARY TO OBTAIN A
PERMIT, THE DOWNGRADE TO FIELD SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND FOR THE COST OF THE SAME.



O'CONNELL & NACCARATO, INC.
STRUCTURAL BUSINESS
700 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19106-3544
TEL: (215) 592-1200
FAX: (215) 592-1201
www.onn.com



EAST ELEVATION
SCALE: N.T.S.

REPAIR LEGEND	
ITEM	DESCRIPTION
1.0	REPAIR AND REPLACE MASONRY
2.0	REPAIR BRICK MASONRY JOINTS
3.0	REPAIR STONE MASONRY JOINTS
4.0	REPAIR AND REPLACE STONE
5.0	REPAIR BRICK MASONRY
6.0	REPAIR AND REPLACE STONE
7.0	REPAIR AND REPLACE STONE
8.0	REPAIR AND REPLACE STONE
9.0	REPAIR AND REPLACE STONE
10.0	REPAIR AND REPLACE STONE

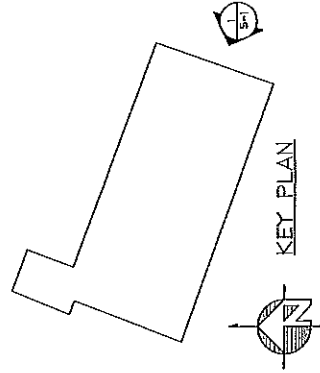
NOTES:
1) ALL EXISTING INFORMATION SHOWN ON THESE DOCUMENTS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES ARE FOUND, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING THEM IMMEDIATELY WITH AS BUILT INFORMATION AND PROVIDE SKETCHES.

2) REPAIR LOCATIONS & DIMENSIONS ARE FOR GENERAL REFERENCE ONLY. EXTENT AND LOCATION OF REPAIRS MAY VARY FROM WHAT IS SHOWN ON THE DRAWINGS DEPENDING UPON FIELD CONDITIONS.

3) (C) INDICATES REPAIR TYPE.

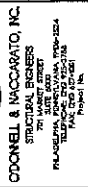
4) SEE DRAWING S-7 FOR REPAIR DETAILS.

5) (ZZ) INDICATES APPROX. EXTENT OF REPAIR.



03/24/2017
ISSUED FOR BID

Project	ST. PETER'S CATHEDRAL & RECTORY FACADES
Client	CATHEDRAL EAST ELEVATION
Architect	O'CONNELL & NACCARATO, INC.
Engineer	ARCHITECT
Scale	AS SHOWN
Sheet	S-1
Project	1 of 7



REPAIR LEGEND	
ITEM	DESCRIPTION
1.0	REMOVE AND REPLACE SEALANT
2.0	REPOINT BRICK MASONRY POINTING JOINTS
2.1	REPOINT STONE MASONRY POINTING JOINTS
3.0	REPAIR STONE CRACK
3.1	REPAIR SPALLED STONE
4.0	REPLACE MOIST FASZIA
5.0	CLEAN MASONRY
6.0	REMOVE AND REPLACE BRICK JOISTS AT STAINES

NOTES:
1) ALL EXISTING INFORMATION SHOWN ON THESE DOCUMENTS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES ARE DISCOVERED PRIOR TO OR DURING CONSTRUCTION, CONTACT ON IMMEDIATELY WITH AS BUILT INFORMATION AND PROVIDE SKETCHES.

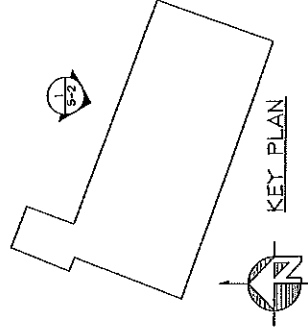
2) REPAIR LOCATIONS & DIMENSIONS ARE FOR GENERAL REFERENCE ONLY. EXTENT AND LOCATION OF REPAIRS MAY VARY FROM WHAT IS SHOWN ON THE DRAWINGS DEPENDING UPON FIELD CONDITIONS.

3) INDICATES REPAIR TYPE.

4) SEE DRAWING S-7 FOR REPAIR DETAILS.

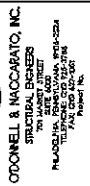
5) ☒ INDICATES APPROX. EXTENT OF REPAIR.

① NORTH ELEVATION
5-2 SCALE N.T.S.



03/24/2017
ISSUED FOR BID

[illegible]



REPAIR LEGEND	
ITEM	DESCRIPTION
1.0	REPAIR AND REPLACE BALCONY
2.0	REPAIR BRICK MASONRY PORTAL JOINTS
2.1	REPAIR STONE MASONRY PORTAL JOINTS
3.0	REPAIR STONE CRACK
3.1	REPAIR SPALLLED STONE
4.0	REPLACE MOOD PLASTER
5.0	CLEAN MASONRY
6.0	REMOVE AND REPLACE BRICK AT STAIRS

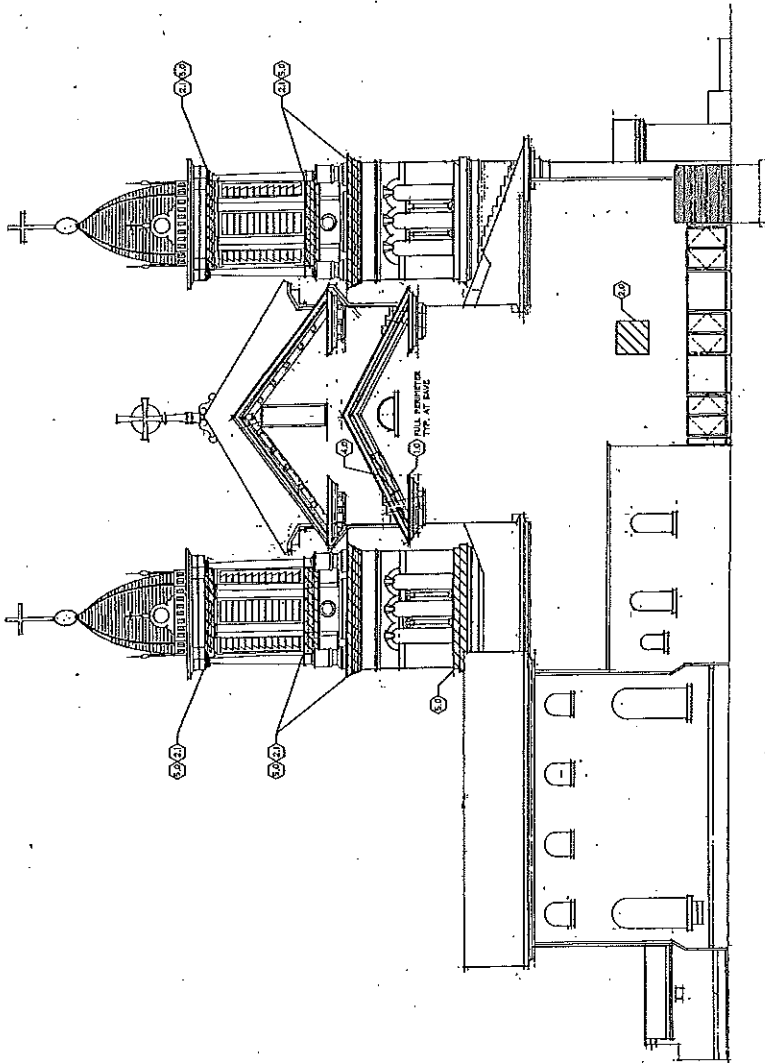
NOTES:
1) ALL EXISTING INFORMATION SHOWN ON THESE DOCUMENTS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES ARE DISCOVERED PRIOR TO OR DURING CONSTRUCTION, CONTACT ON IMMEDIATELY WITH AS BUILT INFORMATION AND PROVIDE SKETCHES.

2) REPAIR LOCATIONS & DIMENSIONS ARE FOR GENERAL REFERENCE ONLY, EXTENT AND LOCATION OF REPAIRS MAY VARY FROM WHAT IS SHOWN ON THE DRAWINGS DEPENDING UPON FIELD CONDITIONS.

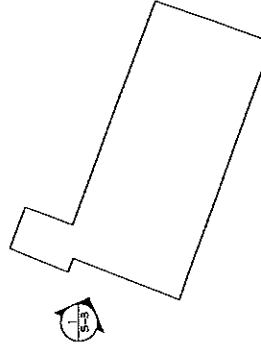
3) INDICATES REPAIR TYPE.

A) SEE DRAWING S-7 FOR REPAIR DETAILS.

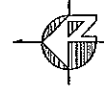
5) ☒ INDICATES APPROX. EXTENT OF REPAIR.

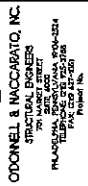


① WEST ELEVATION
SCALE: N.T.S.



KEY PLAN

03/24/2017
ISSUED FOR BID[illegible]



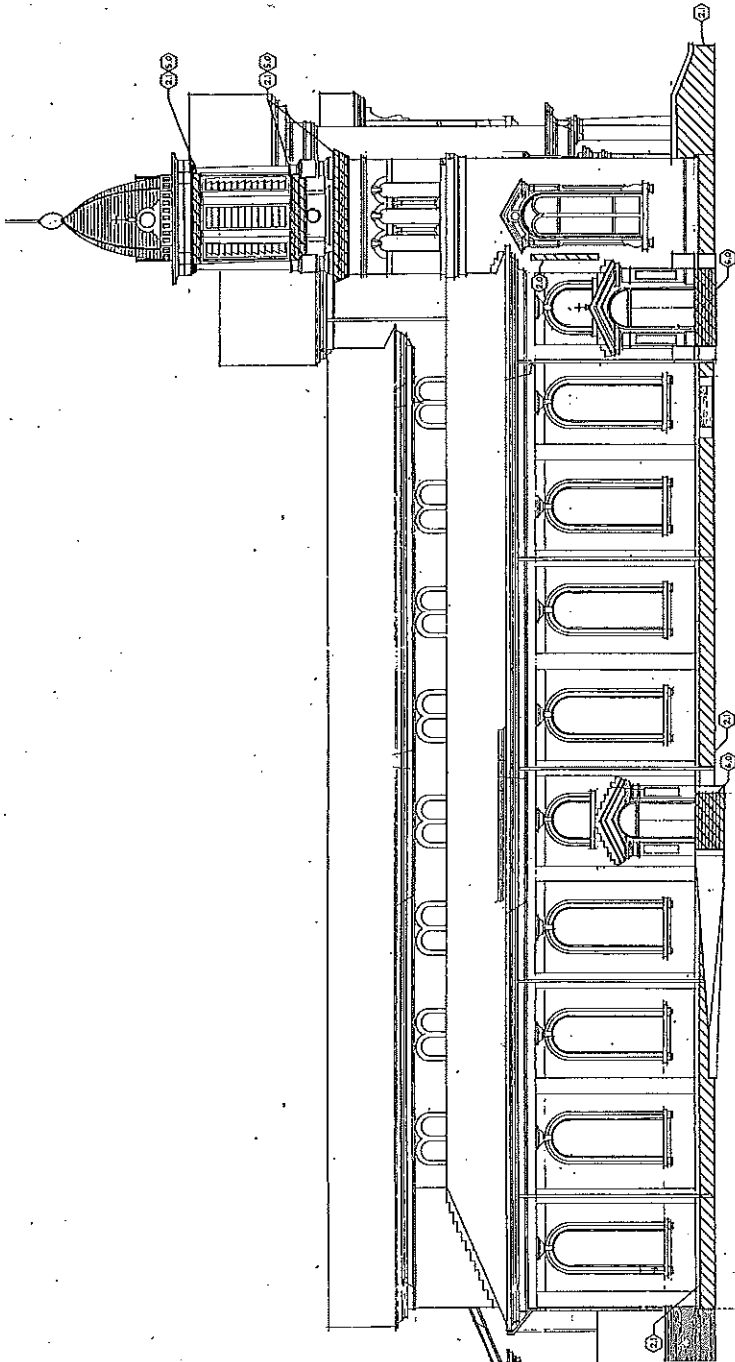
ITEM	DESCRIPTION
1.0	REMOVE AND REPLACE BELANT
2.0	REPORT BRICK MASONRY PORTAL JOINTS
2.1	REPORT STONE MASONRY PORTAL JOINTS
3.0	REPAIR STONE CRACK
3.1	REPAIR SPALLLED STONE
4.0	REPLACE MOOD FASCIA
5.0	GLAZE MASONRY
6.0	REPAIR AND REIN LATE WITH PATCHING

NOTES:
1) ALL EXISTING INFORMATION SHOWN ON THESE DOCUMENTS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES ARE DISCOVERED PRIOR TO OR DURING CONSTRUCTION, CONTACT ON IMMEDIATELY WITH AS BUILT INFORMATION AND PROVIDE SKETCHES.

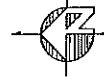
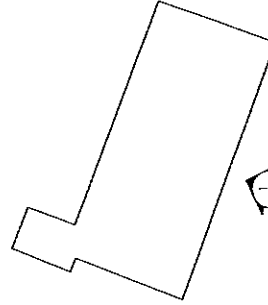
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3)  INDICATES REPAIR TYPE.

4) SEE DRAWING S-7 FOR REPAIR DETAILS.

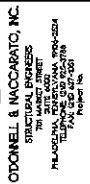
5) ☒ INDICATES APPROX. EXTENT OF REPAIR.

① SOUTH ELEVATION
SCALE N.T.S.



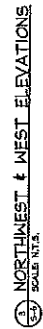
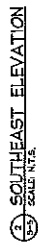
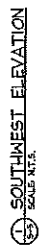
KEY PLAN

03/24/2017
ISSUED FOR BID[illegible]

[illegible]

Project ST. PETER'S
CATHEDRAL &
RECTORY
FACADES

Drawing:	RECTORY SOUTHWEST, SOUTHEAST & NORTH- WEST ELEVATIONS			Sheet
Designed	JAC	Checked	03/26/97	S-5 5 of 7
Drawn	APL	Date	03/26/97	
Scale	N.T.S.	Project	42055000100	



REPAIR LEGEND	
ITEM	DESCRIPTION
1.0	REMOVE AND REPLACE SOLARANT
2.0	REPOINT BRICK MASONRY PORTAL JOINTS
2.1	REPOINT STONE MASONRY PORTAL JOINTS
3.0	REPAIR STONE CRACK
3.1	REPAIR SPALLED STONE
4.0	REPLACE MOOD FASCIA
5.0	CLEAN MASONRY
6.0	REPAIR OR REPLACE 1" x 6" x 8" BRICK, 1/2" x 8" x 8" BRICK, 1" x 8" x 8" BRICK

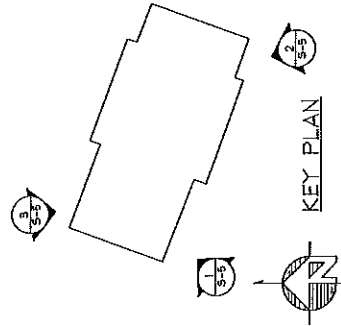
NOTES: 1) ALL EXISTING INFORMATION SHOWN ON THESE DOCUMENTS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES ARE DISCOVERED PRIOR TO OR DURING CONSTRUCTION, CONTACT ON IMMEDIATELY WITH AS BUILT INFORMATION AND PROVIDE SKETCHES.

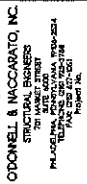
2) REPAIR LOCATIONS & DIMENSIONS ARE FOR GENERAL REFERENCE ONLY. EXTENT AND LOCATION OF REPAIRS MAY VARY FROM WHAT IS SHOWN ON THE DRAWINGS DEPENDING UPON FIELD CONDITIONS.

3) INDICATES REPAIR TYPE,

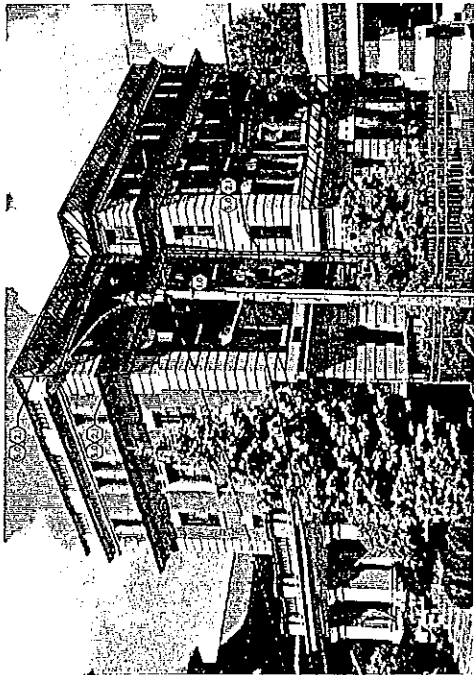
4) SEE DRAWING S-7 FOR REPAIR DETAILS.

5) ☒ INDICATES APPROX. EXTENT OF REPAIR.

03/24/2017
ISSUED FOR BID



① EAST ELEVATION
3-6 SCALE N.T.S.




3 NORTH EAST ELEVATION
5-6 SCALE: N.T.S.

REPAIR LEGEND	
ITEM	DESCRIPTION
	REMOVE AND REPLACE SEALANT
2.0	REPOINT BRICK MASONRY PORTLAND JOINTS
2.1	REPOINT STONE MASONRY PORTLAND JOINTS
3.0	REPAIR STONE CRACKS
3.1	REPAIR SPALLED STONE
4.0	REPLACE MOULD FASCIA
5.0	CLEAN MASONRY
6.0	REPAIR/REPLACE LIME WASH SURFACING AND DECORATION

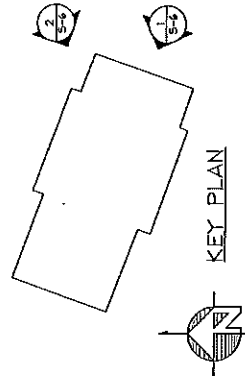
NOTES:
1) ALL EXISTING INFORMATION SHOWN ON THESE DOCUMENTS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES ARE DISCOVERED PRIOR TO OR DURING CONSTRUCTION, CONTACT ON IMMEDIATELY WITH AS BUILT INFORMATION AND PROVIDE SKETCHES.

2) REPAIR LOCATIONS & DIMENSIONS ARE FOR GENERAL REFERENCE ONLY. EXTENT AND LOCATION OF REPAIRS MAY VARY FROM WHAT IS SHOWN ON THE DRAWINGS DEPENDING UPON FIELD CONDITIONS.

3)  INDICATES REPAIR TYPE

4) SEE DRAWING S-7 FOR REPAIR DETAILS.

S) ☒ INDICATES APPROX. EXTENT OF REPAIR.



KEY PLAN

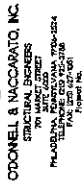
03/24/2017
ISSUED FOR BID

Rationale		Done	Description
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Project ST. PETER'S
CATHEDRAL &
RECTORY
FACADES

Drawing
RECTORY EAST &
NORTHEAST ELEVATIONS

Designed	JAC	Checked	CUZ/24/77	S-6 6 of 7
Drawn	APL	Date	CUZ/24/77	
Scale	N.T.S.	Project	42050000100	



STONE MASONRY

1. LATESTONE SHALL BE SOUND, DURABLE, AND FREE OF SPALLS, CRACKS, OR OTHER DEFECTS THAT IMPAIR ITS STRUCTURAL INTEGRITY OR AFFECT USE.

2. THE ENGINEER RESERVES THE RIGHT TO APPROVE THE MATERIAL SUPPLIER FOR CUT STONE BEFORE THE POSITION OF STONE WORK IS FURTHER ORDERED. STONE AND CONTAMINANT QUALITY SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS AND PRACTICES AS SET FORTH BY THE MINERAL LATESTONE INSTITUTE OF AMERICA, INC. THE STONE SUPPLIER SHALL BE A MEMBER IN GOOD STANDING OF THAT

ENGINEER'S PRESENCE OR REVIEW OF WORK, AT THE JOBSITE IS FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT ONLY AND IS NOT EVER TO BE CONSIDERED AS A REVIEW OF MEANS AND METHODS OF CONSTRUCTION AND SAFETY METHODS.

11. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ALLOWABLE CONSTRUCTION LOADS AND FOR PROTECTING THE COMPLETED OR INCOMPLETE STRUCTURE FROM DAMAGE DUE TO TEMPORARY CONSTRUCTION LOADING.

12. COSTS OF INVESTIGATION AND/OR REVISION DUE TO CONTRACTOR TENDERS WILL BE AT THE CONTRACTORS EXPENSE.

REPAIR ITEM 2.1)

STONE MORTAR REPOINTING DETAIL

TO ABOVE TO BE INCLUDED IN REPAIR ITEM 21, U.N.C.

2.0) $\frac{1}{S-4}$

POINTING DETAIL (REPAIR)

ICAL BRICK MORTAR

8. SETTING MORTAR SHALL BE IN CONFORMANCE WITH ASTM C270 TYPE II, UNLESS OTHERWISE SPECIFIED.

9. CLEAN ALL STONES THOROUGHLY BEFORE SETTING IN THE WALL. CLEAN USING FINE BRUSH AND SOAP POWDER FOLLOWED BY A THOROUGH RINSING WITH CLEAR WATER.

10. THOROUGHLY WET ALL STONE JOINT SURFACES WITH CLEAR WATER PRIOR TO SETTING.

11. STONES SHALL BE SET IN FULL BEDS OF MORTAR WITH ALL VERTICAL JOINTS SLIGHTLY RECESSED. ALL CORNERS, DOUGLES AND SILL JOINTS SHALL BE RECESSED AND ALL JOINTS SHALL BE FULLY FILLED WITH MORTAR.

EXISTING CONDITIONS/LOCATION

1. MOVING STRUCTS, PROTECTION AND UNDERPINNING OF EXISTING AND ADJACENT STRUCTURES DURING CONSTRUCTION INCLUDING ALL DESIGN RESPONSIBILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTORS PROVIDE SIZED AND SEALED CALCULATIONS AND DIMENSIONS TO OTHER, PROTECT AND MAINTAIN THE INTEGRITY OF EXISTING AND ADJACENT STRUCTURES, BELONGS AND UTILITY.

2. ALL EXISTING DIMENSIONS, ELEVATIONS AND LOCATIONS OF

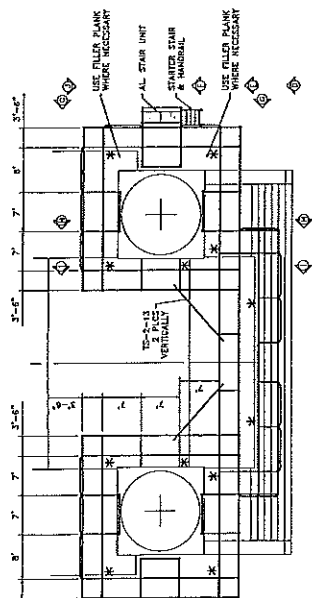
710

ATED ABOVE TO BE INCLUDED IN REPAIR ITEM 34, U.N.C.

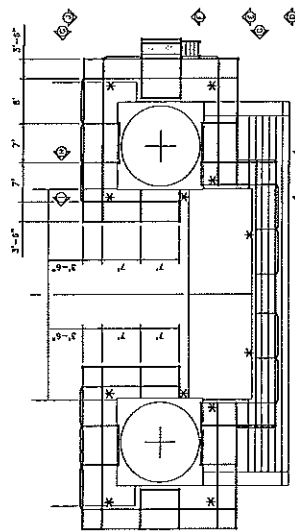
NOTE: ATTENTION

2. MORTAR SHALL HAVE A FC OF 7500 PSI AT 28 DAYS MEASUREMENT OF 4"X4"X8" SPECIMENS SUBJECT TO VERIFICATION BY TEST IN ACCORDANCE WITH ASTM C109. COMPRESSIVE PROPORTIONS MAY BE ADJUSTED UP TO 25% TO MEET THESE PROPERTY REQUIREMENTS, BUT ONLY WITH WRITTEN AUTHORIZATION BY O'DONNELL & MACCARATO, INC.

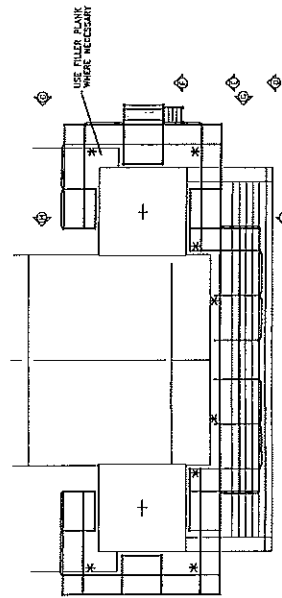




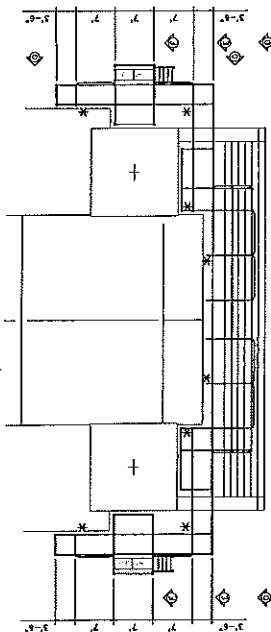
PLAN VIEW



SECTION A-A



SECTION B-B



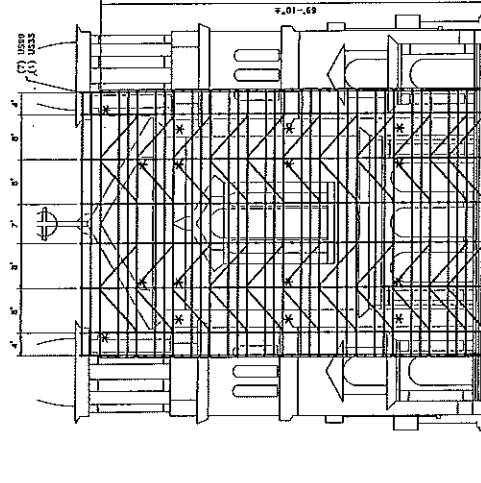
SECTION C-C

THIS DRAWING IS PROVIDED FOR REFERENCE ONLY.

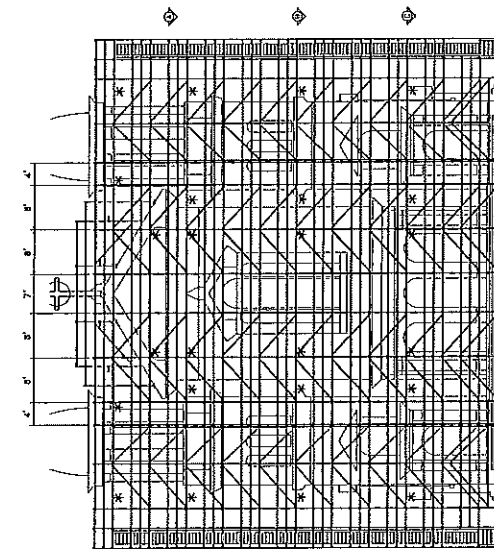
SCAFFOLDING CONTRACTOR SHALL EVALUATE EXISTING CONDITIONS AND SUBMIT COMPLETE ENGINEERED CAD DRAWINGS WITH STRUCTURAL ENGINEERING PROFESSIONAL'S SEAL AND SIGNATURE. OTHER SCAFFOLD MANUFACTURERS AND SYSTEMS SHALL BE CONSIDERED FOR APPROVAL.

SCAFFOLDING DESIGN SHALL INCLUDE OVERHEAD PROTECTION, TO INCLUDE BUT NOT LIMITED TO, SCAFFOLDING, PLANKS, AND PLYWOOD OVER ALL DOORS, WALKWAYS, STAIRS, ETC.

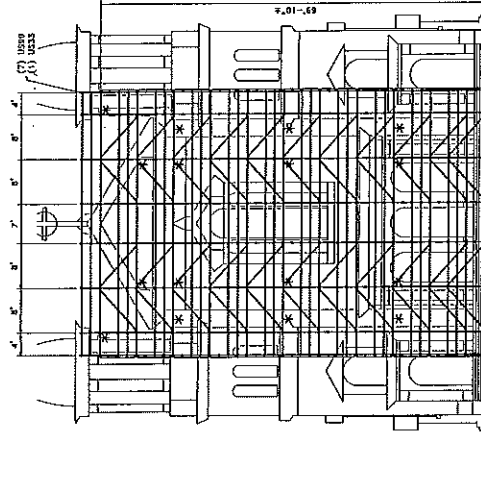
SIDE ELEVATION



FRONT ELEVATION



SECTION D-D



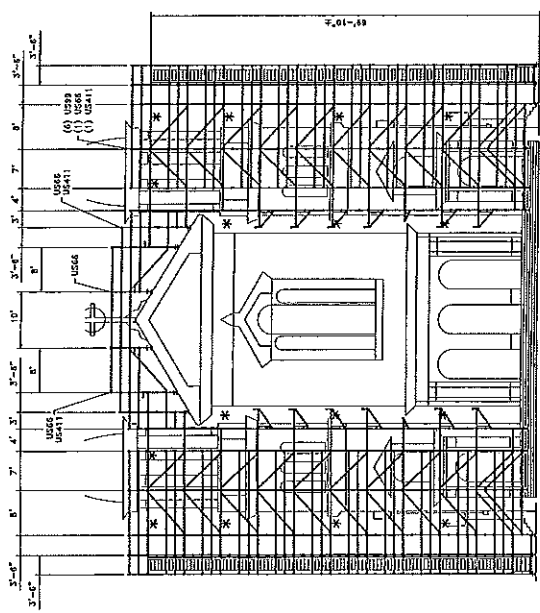
USE WITH DWG. NES909-2

NOTES:

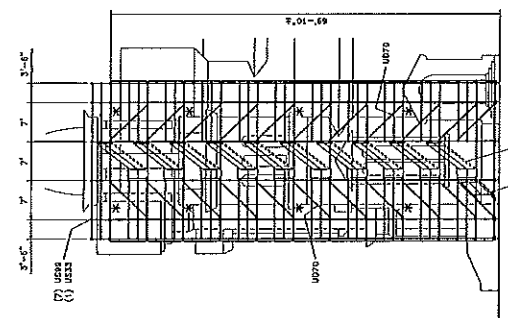
- ALL SCAFFOLD, ERECTOR, MOVED, DISMANTLED, OR REMOVED SCAFFOLDING MUST BE DONE AT OWNERS RISK.
- SCAFFOLDING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INTEGRITY OF THE EXISTING STRUCTURE.
- SCAFFOLDING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INTEGRITY OF THE EXISTING STRUCTURE.
- 4" x 8" INDICATES WALL THE LOCATIONS / ELEVATIONS.

SEE DWG. NES909-2 FOR SECTIONS E-E THRU J-J

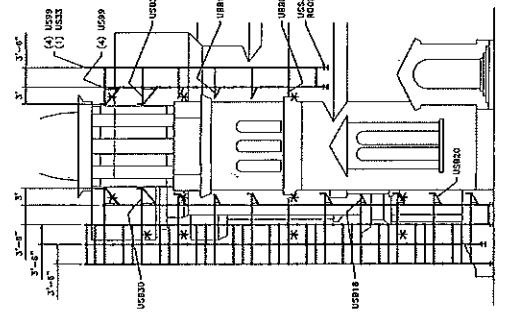
UNIVERSAL MANUFACTURING
ST. PETERSBURG, FLORIDA
33701-1100
TEL: 813/369-1100
FAX: 813/369-1101
WWW.UMI-USA.COM



SECTION E-E



SECTION C-C



SECTION H-H

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 65, 2016, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2017" BY TRANSFERRING \$296,895.00 FROM ACCOUNT NO. 01.401.13090.4299 (NON DEPARTMENTAL EXPENDITURES-CONTINGENCY) TO ACCOUNT NO. 01.080.00083.4260 (DEPARTMENT OF PUBLIC WORKS BUREAU OF HIGHWAYS-RENTAL VEHICLES & EQUIPMENT) TO PROVIDE SUFFICIENT FUNDING FOR THE RENTAL VEHICLES AND EQUIPMENT ACCOUNT THROUGH THE 2017 BUDGET PERIOD.

WHEREAS, it is in the best interest of the City of Scranton that these funds are transferred to provide sufficient funding for the Rental Vehicles and Equipment account through the 2017 budget period.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 65, 2016 be amended by transferring funds as follows:

FROM:

ACCOUNT NO.	AMOUNT
01.401.13090.4299	
Non-Departmental Expenditures	
Contingency	\$296,895.00
TOTAL FROM	\$296,895.00

TO:

01.080.00083.4260	
Department of Public Works	
Bureau of Highways	
Rental Vehicles & Equipment	\$296,895.00
TOTAL TO	\$296,895.00

The purpose of this transfer is to provide sufficient funding for the Rental Vehicles & Equipment Account through the 2017 budget period.

SECTION 1. In all other respects, File of the Council No. 65, 2016 shall remain in full force and effect.

SECTION 2. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect

any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 3. This Ordinance shall become effective immediately upon approval.

SECTION 4. 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.



DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

April 3, 2017

Jessica Boyles, Esq.
City Solicitor
Municipal Building
Scranton, PA 18504

Dear Attorney Shrive:

Please prepare an Ordinance for Scranton City Council amending File of the Council No. 65, 2016 (2017 Operating Budget), by transferring funds as follows:

1. FROM:

Account #01.401.13090.4299
Non-Departmental Expenditures
Contingency

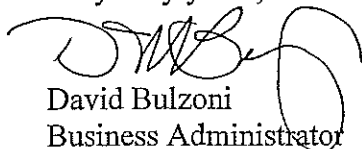
\$296,895.00

TO: Account #01.080.00083.4260
Department of Public Works
Bureau of Highways
Rental Vehicles & Equipment

\$
296,895.00 *MB*

The purpose of this transfer is to provide sufficient funding for the Rental Vehicles & Equipment account through the 2017 budget period.

Very truly yours,


David Bulzoni
Business Administrator

DMB:nmk

Encls.

Cc: Roseann Novembrino, City Controller
Wayne Beck, City Treasurer
Lori Reed, City Clerk
Denny Gallagher, DPW Director
Becky McMullen, Financial Manager
Andy Marichak, Financial Analyst
Adam Joyce, Senior Accountant



DEPARTMENT OF LAW

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

April 7, 2017

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

RECEIVED

APR 10 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 65, 2016, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2017" BY TRANSFERRING \$296,895.00 FROM ACCOUNT NO. 01.401.13090.4299 (NON DEPARTMENTAL EXPENDITURES-CONTINGENCY) TO ACCOUNT NO. 01.080.00083.4260 (DEPARTMENT OF PUBLIC WORKS BUREAU OF HIGHWAYS-RENTAL VEHICLES & EQUIPMENT) TO PROVIDE SUFFICIENT FUNDING FOR THE RENTAL VEHICLES AND EQUIPMENT ACCOUNT THROUGH THE 2017 BUDGET PERIOD.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

FILE OF COUNCIL NO. _____

2017

AN ORDINANCE

CLOSING AND VACATING A PORTION OF AN UNNAMED ALLEYWAY BETWEEN SOUTH MAIN AVENUE AND HALSEY COURT IN THE 1200 BLOCK OF SOUTH MAIN AVENUE.

WHEREAS, the portions of an unnamed alleyway described below and shown on Exhibit "A" have never been opened, used, or dedicated by the City of Scranton; and

WHEREAS, a request to vacate said roadways has been received; and

WHEREAS, the City Engineer and City Planner have inspected said right-of-way and recommend its vacation; and

WHEREAS, the Council of the City of Scranton finds that there no longer exists a need for a public right of passage in this right-of-way and the public is no longer benefitted by such a use.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the portion of an unnamed alley described below:

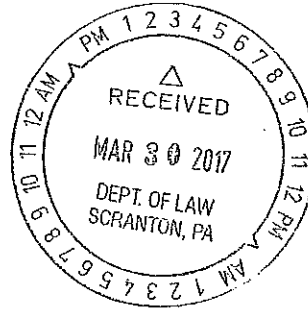
Beginning at the common point of the Easterly right of way of South Main Avenue and the Northernmost corner of Lot 4 Block 2 as designated and laid out on the plot or map of Keystone Land Company, known and described as "Lincoln Heights Annex" which said plot or map is of record in the Office for the Recorder of Deeds in and for the said County of Lackawanna, in Map Book No. 1, Page 83, said point being the place of beginning, thence North Thirteen Degrees, Forty Nine Minutes Twenty Nine Seconds East (N13°49'29"E) Fourteen and Seventy Two Hundredths (14.72) feet along the Right of Way of South Main Avenue, thence South Fifty Eight Degrees, Thirteen Minutes, Thirty One Seconds East (S58°13'31"E) One Hundred Sixty and Six Hundredths (160.06) feet, thence South Fourteen Degrees, Three Minutes, Thirty One Seconds West (S14°3'31"W) Fourteen and Sixty Nine Hundredths (14.69) feet, thence North Fifty Eight Degrees, Thirteen Minutes, Thirty One Seconds West (N58°13'31"W) One Hundred Sixty (160.00) feet to the place of beginning.

Said portion of an unnamed alley, as shown on Exhibit "A," is hereby closed and vacated with the exception of any public or private utility easements in place.

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 interests of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This ordinance shall take effect immediately upon passage.

SECTION 3. This ordinance 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.



BUREAU OF CITY PLANNING

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

March 30, 2017

Jessica L Boyles, Esq.
City Solicitor
City Hall
Scranton, PA 18503

Re: Request to vacate a portion of an unnamed alley in the

Dear Atty. Boyles:

The City of Scranton has received a request to vacate a portion of an unnamed alley in the 1200 Blk. of S. Main Ave.

I have inspected these unopened roadways and find they have never been opened or used and serve no public use. I recommend that they be vacated.

If you have any further questions regarding this matter please call me at 570-348-4280.

Sincerely,

Donald J. King, AICP, CFM
City Planner

WETZEL, PHILLIPS, RODGERS & FALCONE

ATTORNEYS AT LAW

1170 HIGHWAY 315, SUITE 1

PLAINS, PENNSYLVANIA 18702

(570) 823-0101

FAX (570) 825-7799

TOLL FREE: (877) 803-6424

WEB SITE: CSPRLAW.COM

OF COUNSEL

N. BRIAN CAVERLY
bcaverly@wcpirlaw.com

CHARLES A. SHEA III
(1947-2014)

HONORABLE
LEWIS WOOD WETZEL
titlelawyer@yahoo.com

BRUCE J. PHILLIPS
bfastastro@aol.com

JOHN P. RODGERS
jrodgers@wcpirlaw.com

SAMUEL A. FALCONE
s.falcone@ymail.com

March 3, 2017

Mr. Don King
City of Scranton, Planner
City Hall
340 N. Washington Ave.
Scranton, PA 18503

RE: Vacating of Alley

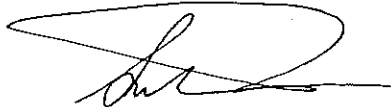
Dear Mr. King:

I represent South Scranton Express Marts, Inc. and Gilbro Realty, Inc. These two entities own adjacent properties in the City of Scranton located at 1227 and 1241 South Main Avenue. There is an abandoned alley which is contained in the legal descriptions of their respective parcels which they would like the City to vacate. I believe Mr. Emmett Mancinelli already mentioned this request to you.

I have enclosed for an affidavit from South Scranton Express Marts, Inc. and Gilbro Realty, Inc. which sets forth their desire to have this alley vacated along with a copy of their respective deeds and the area of the alley to be vacated. I have also enclosed a photograph of the area which shows the alley is clearly blocked off and ends at property lines of the parties.

Please let me know if you need any additional information from me in order to begin vacating this alley. You can reach me on my cell phone at (570)498-9537.

Very truly yours,



Samuel A. Falcone Jr.

encl.

mg/saf

AFFIDAVIT

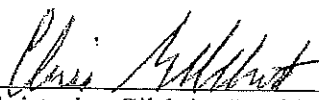
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LUZERNE

BEFORE ME, the undersigned authority, personally appeared Christopher Gilchrist, on behalf of South Scranton Xpress Marts, Inc. a Pennsylvania Corporation with a business address of 1227 South Man Avenue, Scranton, Lackawanna County, Pennsylvania ("**Affiant**"), who, after being first duly sworn by me, deposes and says that:

- (1) He is the President of South Scranton Xpress Marts, Inc. ("Company");
- (2) He as the President of South Scranton Xpress Marts, Inc. and acting on behalf of the company represents that the Company owns the property commonly known as 1227 South Main Avenue, Scranton, Lackawanna County, Pennsylvania, more particularly described in Exhibit "A" attached hereto ("Premises");
- (3) He as the President of South Scranton Xpress Marts, Inc. and acting on behalf of the Company consents to vacating that portion of the "Alley" as depicted on Exhibit "B" attached hereto which said alley is the south boundary line of the Premises; and
- (4) He as the President of South Scranton Xpress Marts, Inc.. and acting on behalf of the Company waives any additional notification efforts or requirement for action by the City of Scranton for vacating this alley.

FURTHER AFFIANT SAYETH NOT.

South Scranton Xpress Marts, Inc.

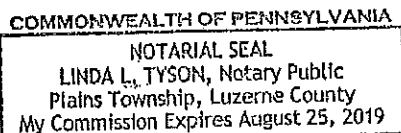


Christopher Gilchrist, President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF LUZERNE :SS

On this, the 25 day of January, A.D., 2017, before me a Notary Public, the undersigned officer, personally appeared Christopher Gilchrist, who acknowledged himself to be the President of South Scranton Xpress Marts, Inc. a Pennsylvania corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as the President.

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





NOTARY PUBLIC

EXHIBIT "A"



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
ROD 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



PENNSYLVANIA

0004-2127

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
day of April, 2009.

SUNOCO, INC. (R&M)

BY:

John P. Steel
Disposition Manager

ATTEST:

Joan C. Scarpa
Vice President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

SS

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
MUN: 34
PIN: 15613 080 015
USE: 4000 ASSESS VAL: 37400
DATE: 529 05 08
10. JB CLERK

I, Joan Scarpa, Vice President of Sunoco, Inc. (R&M), hereby certify that by Unanimous Written Consent of Directors, dated December 30, 2003, the following resolution was approved and adopted and that no action has been taken to amend or rescind said resolutions:

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:

Operations Administration Manager
Vice President, Operations
Real Estate Manager
Disposition Manager

Joan Scarpa
Vice President

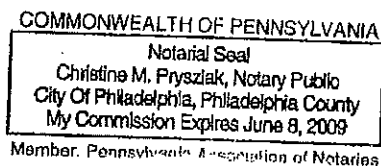
Philadelphia, Pennsylvania

Date: April 16, 2009

Commonwealth of Pennsylvania }
County of Philadelphia } SS

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).

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



Christian M. Pryor
Notary Public

EXHIBIT "B"

AFFIDAVIT

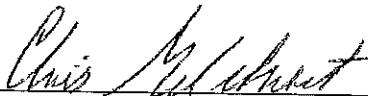
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LUZERNE

BEFORE ME, the undersigned authority, personally appeared Christopher Gilchrist, on behalf of Gilbro Realty, Inc. a Pennsylvania Corporation with a business address of 810 Main Street, Moosic, Pennsylvania ("**Affiant**"), who, after being first duly sworn by me, deposes and says that:

- (1) He is the President of Gilbro Realty, Inc. ("Company");
- (2) He as the President of Gilbro Realty, Inc. and acting on behalf of the company represents that the Company owns the property commonly known as 1241 South Main Avenue, Scranton, Lackawanna County, Pennsylvania, more particularly described in Exhibit "A" attached hereto ("Premises");
- (3) He as the President of Gilbro Realty, Inc. and acting on behalf of the Company consents to vacating that portion of the "Alley" as depicted on Exhibit "B" attached hereto which said alley is the north boundary line of the Premises; and
- (4) He as the President of Gilbro Realty, Inc. and acting on behalf of the Company waives any additional notification efforts or requirement for action by the City of Scranton for vacating this alley.

FURTHER AFFIANT SAYETH NOT.

Gilbro Realty, Inc.



Christopher Gilchrist, President

COMMONWEALTH OF PENNSYLVANIA :

:SS

COUNTY OF LUZERNE :

On this, the 25 day of January, A.D., 2017, before me a Notary Public, the undersigned officer, personally appeared Christopher Gilchrist, who acknowledged himself to be the President of Gilbro Realty, Inc. a Pennsylvania corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as the President.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LINDA L. TYSON, Notary Public
Plains Township, Luzerne County
My Commission Expires August 25, 2019



NOTARY PUBLIC

EXHIBIT "A"



EVIE RAFALKO McNULTY
LACKAWANNA COUNTY RECORDER OF DEEDS
Scranton Electric Building
507 Linden Street
Scranton, Pennsylvania 18503
(570) 963-8776

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.

026154



File No. 1-2008-1248

Parcel ID No. 15617-080-001

This Indenture, made the 9th 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 26th 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

LYNNE A. VARA

{SEAL}

{SEAL}

Commonwealth of Pennsylvania } ss
County of Lackawanna

On this the 9th 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: 1000 ASSESS VAL: 7400
DATE: 1/27/09 AN
0.00 CLEAR

EXHIBIT "B"



DEPARTMENT OF LAW

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

April 7, 2017

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


RECEIVED
APR 10 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CLOSING AND VACATING A PORTION OF
AN UNNAMED ALLEYWAY BETWEEN SOUTH MAIN AVENUE AND HALSEY
COURT IN THE 1200 BLOCK OF SOUTH MAIN AVENUE.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 63, 2016, AN ORDINANCE, AS AMENDED, ENTITLED "AMENDING FILE OF THE COUNCIL NO. 155, 1999, AN ORDINANCE ENTITLED "PROVIDING FOR THE LICENSING AND REGULATING OF CONTRACTORS DOING BUSINESS IN THE CITY OF SCRANTON INCLUDING REQUIREMENTS FOR THE GRANTING OF PERMITS AND FEES FOR SAME; PROVIDING PENALTIES AND RIGHTS OF APPEAL" BY ADDING AND DELETING DEFINITIONS, UPDATING THE DEPARTMENT NAME AND DIRECTOR'S TITLE, UPDATING APPLICATION FORMS, THE REQUIREMENTS FOR CONTRACTORS LICENSE, LICENSE FEES, ISSUANCE OF PERMITS, CONFORMANCE TO CODE, REVOCATION, SUSPENSION, DENIAL, PROHIBITED ACTS, STOP WORK, CERTIFICATE OF OCCUPANCY AND TEMPORARY CERTIFICATE OF OCCUPANCY, PERMIT FEES, INSPECTIONS, FINES FOR VIOLATIONS AND APPEALS PROCEDURE AND DELETION OF SECTIONS 17 AND 22 IN THEIR ENTIRETY", BY ADDING UNDER SECTION 1, DEFINITIONS AND INTERPRETATIONS, THE DEFINITION FOR SPECIALTY CONTRACTOR'S LICENSE; ADDING THE LETTER L, UNDER NUMBER 3 IN SECTION 2, CONTRACTORS LICENSE, ADDING SPECIALTY CONTRACTOR; UNDER SECTION 3, APPLICATION FOR LICENSE, ADDING M. REQUIREMENTS FOR A SPECIALTY CONTRACTOR; AND UNDER SECTION 6, LICENSE FEES, ADDING THE FEES FOR MASONRY CONTRACTOR LICENSE, RESIDENTIAL CONTRACTOR LICENSE, AND SPECIALTY CONTRACTOR LICENSE.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON, AND IT IS HEREBY ORDAINED BY AND WITH THE AUTHORITY OF THE SAME AS FOLLOWS:

SECTION 1. DEFINITIONS AND INTERPRETATIONS:

"Specialty Contractor" Any person, partnership, LLC or corporation who offers to work as a specialty contractor (after passing the proper examination, or properly demonstrates proof of experience or received a specific certification) with another to perform contracting work within a specifically defined field conforming to PA UCC standards and related city ordinances within the City of Scranton on residential or commercial buildings. Said contractor's license is for work solely performed for a specific field in building and construction. This term shall not include the construction of new commercial buildings, the removal or cutting of any structural beam or bearing support on commercial buildings, or the removal or change of any required change means of egress on commercial buildings, nor shall the term mean services related to any plumbing, electrical or mechanical work in both residential or commercial buildings conforming to UCC standards. A specialty contractor shall include, inter alia, accessibility contractor, specialty roofing or hvac contractor, environmental remediation contractor, paving contractor, etc.

SECTION 2. CONTRACTORS LICENSE:

3. The following categories of Contractors shall take a written examination to determine the individual's qualifications on the theory and practice of contracting work, or demonstrate proof of experience in said field to be determined at the discretion of the Director of LIPs, or certification in said field by the Department of Labor & Industry or other similar certified organization recognized by the Commonwealth of Pennsylvania or another state. Any person, wishing to sit for an examination must possess the practical experience and requirements, as defined by this Ordinance, in order to be qualified to take the examination. Contractor's include:

- | | |
|-------------------------------|----------------|
| a. General | g. Masonry |
| b. Master Plumbing | h. Demolition |
| c. Master Mechanical | i. Roofing |
| d. Fire Alarm | j. Carpentry |
| e. Automatic Fire Suppression | k. Residential |
| f. Automatic Sprinkler | l. Specialty |

SECTION 3. APPLICATION FOR LICENSE

M. REQUIREMENTS FOR A SPECIALTY CONTRACTOR

Any person applying for a specialty license in the City must meet the following requirements:

- a. After successful completion of examination, an applicant properly demonstrates proof of experience in said field, at the discretion of the Director of LIPs, or if the applicant received and shows proof of certification in said field from the Department of Labor & Industry or other similar certified organization recognized by the Commonwealth of Pennsylvania or another state, a qualified applicant shall be granted a Specialty Contractor License by the Director/BCO.
- b. All applicants must show proof of Property Damage and Public Liability Insurance amounting to \$500,000.00 per person and \$1,000,000.00 per occurrence.

SECTION 6. LICENSE FEES

Masonry Contractor License	\$200.00
Residential Contractor License	\$200.00
Specialty Contractor License	\$150.00

SECTION 7. In all other respects, File of the Council No. 155, 1999 shall remain in full force and effect.

SECTION 8. 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 9. This Ordinance shall become effective immediately upon approval.

SECTION 10. 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.



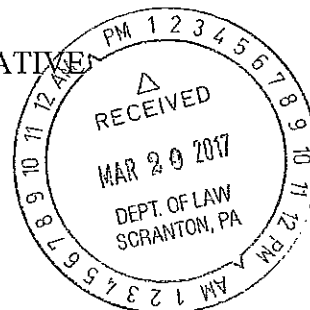
DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

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

March 20, 2017

Ms. Jessica Boyles Esq.
City Solicitor
Law Department
City Hall

TIME SENSITIVE



RE: AMENDING FOC # 63 of 2016:
ADDITIONS: SPECIALITY CONTRACTOR & FEE(S)

Dear Solicitor Boyles,

Please review the following amendments to bring before City Council for their evaluation and encouraged approval. I propose add the following:

The addition of a "Specialty Contractor's License" & fee(s); this is needed because often times contractors are certified or specialize in specific fields outside of the City's licensed categories. Said contractors are commonly certified, qualified or specialized in PA or other States to perform work specific to that field. Said work must still comply with all UCC standards.

Also added was the fee for a Residential Contractor and Masonry Contractor. These fees were supposed to be added to the original legislation but were not.

Attached to this document please find the changes to the Ordinance that I am proposing.

I am requesting Council expedite this legislation by any means necessary.

If you should have any questions, please contact me at your earliest convenience.

Sincerely,

Patrick L. Hinton
Director/ BCO
Licensing, Inspections and Permits

Cc: Thomas Oleski, Deputy Director/BCO



DEPARTMENT OF LAW

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

April 10, 2017

RECEIVED

APR 10 2017

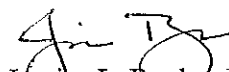
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 63, 2016, AS AMENDED, ENTITLED "AMENDING FILE OF THE COUNCIL NO. 155, 1999, AN ORDINANCE ENTITLED "PROVIDING FOR THE LICENSING AND REGULATING OF CONTRACTORS DOING BUSINESS IN THE CITY OF SCRANTON INCLUDING REQUIREMENTS FOR THE GRANTING OF PERMITS AND FEES FOR SAME; PROVIDING PENALTIES AND RIGHTS OF APPEAL" BY ADDING AND DELETING DEFINITIONS, UPDATING THE DEPARTMENT NAME AND DIRECTOR'S TITLE, UPDATING APPLICATION FORMS, THE REQUIREMENTS FOR CONTRACTORS LICENSE, LICENSE FEES, ISSUANCE OF PERMITS, CONFORMANCE TO CODE, REVOCATION, SUSPENSION, DENIAL, PROHIBITED ACTS, STOP WORK, CERTIFICATE OF OCCUPANCY AND TEMPORARY CERTIFICATE OF OCCUPANCY, PERMIT FEES, INSPECTIONS, FINES FOR VIOLATIONS AND APPEALS PROCEDURE AND DELETION OF SECTIONS 17 AND 22 IN THEIR ENTIRETY", BY ADDING UNDER SECTION 1, DEFINITIONS AND INTERPRETATIONS, THE DEFINITION FOR SPECIALTY CONTRACTOR'S LICENSE; ADDING THE LETTER L, UNDER NUMBER 3 IN SECTION 2, CONTRACTORS LICENSE, ADDING SPECIALTY CONTRACTOR; UNDER SECTION 3, APPLICATION FOR LICENSE, ADDING M. REQUIREMENTS FOR A SPECIALTY CONTRACTOR; AND UNDER SECTION 6, LICENSE FEES, ADDING THE FEES FOR MASONRY CONTRACTOR LICENSE, RESIDENTIAL CONTRACTOR LICENSE, AND SPECIALTY CONTRACTOR LICENSE.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

NAMING THE RECENTLY INSTALLED ROCKWELL AVENUE BRIDGE IN THE NORTH SCRANTON SECTION OF THE CITY IN HONOR OF GENERAL THEODORE J. WINT.

WHEREAS, on February 23, 2017 officers and members of the General Theodore J. Wint VFW Post No. 25 on Rockwell Avenue in North Scranton attended the City Council meeting and made a formal request that the recently installed Rockwell Avenue Bridge be named in honor of General Theodore J. Wint; and

WHEREAS, General Wint a highly decorated General was born and raised in Scranton and lived on East Market Street, his family home is still there; and

WHEREAS, other than the six (6) months from the end of his term of service with the Lancers and his re-enlistment in the U.S. Army, Wint spent his entire adult life as a soldier, a career that spanned 46 years. General Wint died suddenly at age 62 on March 21, 1907, while still on active duty in the field; and

WHEREAS, VFW Post #25 is the 25th chartered VFW in the country, chartered October, 1917, they are celebrating their 100th anniversary this October and wishes to honor General Wint by having a bridge in his hometown named after him.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the recently installed Rockwell Avenue Bridge in North Scranton section of the City be formally named in honor of General Theodore J. Wint to be known as "General Theodore J. Wint Bridge."

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.

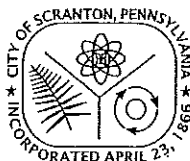
SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed
City Clerk

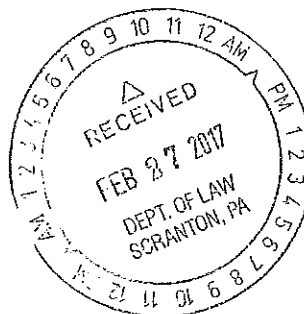
Amil Minora, Esq.
Counsel



Joseph Wechsler, President
Pat Rogan, Vice President
William Gaughan
Wayne Evans
Timothy Perry

February 24, 2017

Jessica L. Boyles, Esquire
City Solicitor
340 North Washington Avenue
Scranton, PA 18503



Dear Attorney Boyles:

At the Scranton City Council meeting held February 23, 2017, members of the VFW Post No. 25 were in attendance and made a formal request of Council to name the newly installed bridge on Rockwell Avenue after General Theodore J. Wint. Please see the attached correspondence from Post Commander James Kuchwara detailing the reasons for their request.

The Council is in full support of their request to honor Brigadier General Wint in this manner and respectfully request that a Resolution is drafted to that effect.

If you have any questions, please do not hesitate to contact me. Thank you for your consideration in this matter.

Sincerely,

Lori Reed
City Clerk

Enclosure

cc: Mayor William L. Courtright (w/enclosure)
Scranton City Council



GEN. THEO. J. WINT POST NO. 25

**VETERANS OF FOREIGN WARS
OF
THE UNITED STATES**



2291 Rockwell Avenue
Scranton, Pennsylvania 18508

Phone: (570) 961-2360

February 23, 2017

Scranton City Council Members,

Dear Sirs,

It is with great honor that the officers and members of General Theodore J. Wint VFW Post #25 on Rockwell Avenue in the North Scranton section of the city make the following request: that the recently installed bridge on Rockwell Avenue be named after General Theodore J. Wint.

This highly decorated General (see attached biography) served his country for most of his life. He was born on March 9, 1845 and raised in Scranton on East Market Street; his family home is still standing and is adorned with an American Flag. He was buried in Arlington National Cemetery with full honors on March 25, 1907 where one of the largest and most handsome monuments in the entire cemetery marks his grave.

VFW Post #25 is the 25th chartered VFW in the country, chartered in October 1917 we are celebrating our 100th anniversary this October and cannot think of a more fitting tribute to the General than to have the bridge named in his honor. Fortifications in the Philippines were assigned the name Fort Wint in honor of Brigadier General Theodore J. Wint, it is right and just that a bridge in his home town be named after this decorated patriot.

We request that a resolution be made to name the bridge in his honor.

Respectfully submitted,

James Kuchwara

Commander VFW Post #25

Theodore Jonathan Wint Brigadier General, United States Army

- + Private, Corporal and Sergeant, F Company, 6th Pennsylvania Cavalry – 1861 to 1 July 1864
- + First Lieutenant, 6th Pennsylvania Cavalry – 1 July 1864
- + Honorably Mustered Out of the Voluntary Service – 30 September 1864
- + Second Lieutenant, 4th United States Cavalry – 24 November 1865
- + First Lieutenant – 9 May 1866
- + Captain – 21 April 1872
- + Major, 10th United States Cavalry – 6 May 1892
- + Lieutenant Colonel, 6th United States Cavalry – April 1889
- + Colonel – 2 February 1901
- + Brigadier General – 9 June 1902



General Wint, who was born [in] Scranton, Pennsylvania on March 8, 1845, enlisted as a private in the Lancers at age sixteen in 1861. By June 1864, he wore a sergeant's chevrons, and he was then commissioned first lieutenant on July 1, 1864. He served honorably until the expiration of his term of service on September 30, 1864, when he mustered out of the volunteer service as a nineteen-year-old lieutenant. On February 20, 1865, he re-enlisted as a private in the General Mounted Service of the United States Army, and served in this role until November 24, 1865, when he received a commission as a second lieutenant in the 4th U.S. Cavalry. In May 1866, he was promoted to first lieutenant, serving as regimental adjutant from August 1868 to December 31, 1871, serving under, and gaining regular praise from Ranald S. MacKenzie, generally considered to be the most successful Indian fighter in the Army. On April 21, 1872, he was promoted to captain, and then in May 1892, he was promoted to major and transferred to the 10th U.S. Cavalry, one of the famous "buffalo soldier" regiments consisting of African-American soldiers led by white officers.

April 1899, he was promoted to lieutenant colonel and was again transferred, this time to the 6th U.S. Cavalry. He was promoted to colonel on February 2, 1891, and to brigadier general on June 9, 1902. Wint served in the frontier Indian Wars (1866 to 1888) (where he served with great distinction), in Cuba, during the Spanish-American War (1898) (where he was badly wounded in battle when a Mauser bullet broke his thighbone), China (1900-1901), the Philippine insurrection (1901-1904) (where he distinguished himself by capturing one of the leaders of the insurgency) and the Army of Cuban Pacification (1906-1907). Ironically, while operating in both Cuba and the Philippines, Wint served under the command of General Joseph Wheeler, a former Confederate cavalry officer who again donned the blue uniform of the United States Army. The U.S. Army's Philippine fortifications were named Fort Wint in his honor. General Wint died suddenly of heart disease at the relatively young age of 62 on March 21, 1907, while still on active duty in the field. He was not scheduled to retire until 1909, when he would have been 64, and was a few months shy of receiving one final promotion, this time to major general, had he lived to finish out his career. "General Wint was a quiet man who did things [well]," said Secretary of War, William Howard Taft, upon hearing of Wint's passing.

General Wint was buried in the Arlington National Cemetery, where one of the largest and most handsome monuments in the entire cemetery marks his grave.

Other than the six months from the end of his term of service with the Lancers and his re-enlistment in the U.S. Army, Wint spent his entire adult life as a soldier, a career that spanned 46 years. No member of the Lancers achieved higher military rank than did General Wint. Few American cavalymen accomplished more than he did.





DEPARTMENT OF LAW

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

April 7, 2017

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

RECEIVED

APR 10 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION NAMING THE RECENTLY INSTALLED
ROCKWELL AVENUE BRIDGE IN THE NORTH SCRANTON SECTION OF THE
CITY IN HONOR OF GENERAL THEODORE J. WINT.

Respectfully,

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

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH MAIN POOL AND CHEMICAL COMPANY, INC. FOR SEASONAL CHEMICALS FOR SWIMMING POOLS EXCLUDING NAY AUG POOL FOR THE CALENDAR YEAR 2017.

WHEREAS, a request for Proposal was advertised for City of Scranton seasonal chemicals for swimming pools excluding Nay Aug Pool for the calendar year 2017 and only one (1) conforming proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to Main Pool and Chemical Company, Inc. for the reasons provided in the Memo attached hereto from the Director of the Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Main Pool and Chemical Company, Inc. for seasonal chemicals excluding Nay Aug Pool for calendar year 2017.

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.

CONTRACT

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

**MAIN POOL & CHEMICAL COMPANY, INC.
110 COMMERCE ROAD
DUPONT, PA 18641
PHONE NO. (570) 655-7211**

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general field of supplying seasonal chemicals for swimming pools, excluding NAY AUG pool. The Contractor hereby covenants, contracts, and agrees to furnish Scranton with:

**SEASONAL CHEMICALS FOR SWIMMING POOLS
EXCLUDING NAY AUG POOL
FOR CALENDAR YEAR 2017
PER ATTACHED BID PROPOSAL AND SPECIFICATIONS**

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Main Pool & Chemical Company, Inc. dated March 24, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

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

deductibles or self-insured retentions (which shall be for the account of the Contractor);

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

DIRECTOR DEPARTMENT OF
PUBLIC WORKS

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

MAIN POOL & CHEMICAL COMPANY, INC.

BY:

TITLE: _____

DATE: _____

Department of Parks and Recreation

Weston Field
982 Providence Road
Scranton, Pennsylvania 18508
Tel: (570) 348-4186
Fax: (570) 348-0270



SCRANTON

March 30, 2017

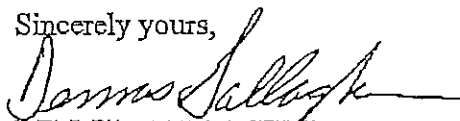
Jessica Boyles, Esq.
City Solicitor
Municipal Building
340 N. Washington Avenue
Scranton, PA. 18503

Dear Atty. Boyles:

After a review of the bid for "SEASONAL CHEMICALS FOR SWIMMING POOLS, EXCLUDING NAY AUG POOL" for Calendar year 2017, it appears that the lowest, most responsible bidder is Main Pool & Chemical Company, Inc..

Thank you for your cooperation in this matter. I look forward to hearing from you soon. If you have any questions, please feel free to contact me.

Sincerely yours,

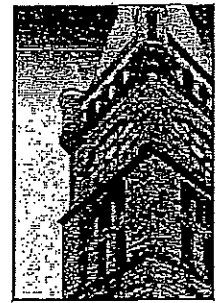
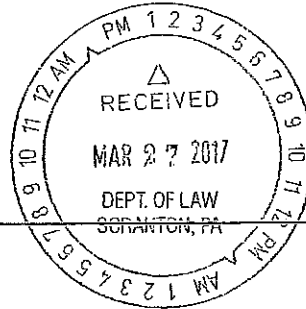

DENNIS GALLAGHER
DIRECTOR

DG/mak

CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Ms Julie Reed, Purchasing Clerk

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

March 27, 2017

Mr. Dennis Gallagher
Director DPW
101 W. Poplar Street
Scranton, Pa. 18508

Dear Mr. Gallagher,

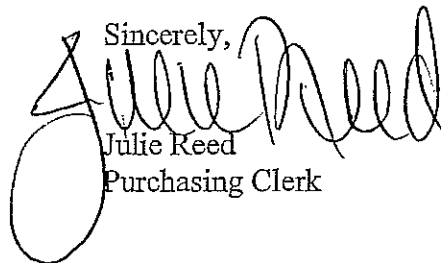
This is to inform you that bids were opened Monday, March 27, 2017 in City Council Chambers for SEASONAL CHEMICALS FOR SWIMMING POOLS EXCLUDING NAY AUG POOL FOR THE CALENDER YEAR 2017.

Attached are the copies of the bids submitted by the following companies:

Main Pool & Chemical, Inc.

After your review of the bids, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter

Sincerely,

Julie Reed
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
•Ms. Jessica Boyle, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

March 6, 2017

Mr. Dennis Gallagher
Director DPW
101 W. Poplar Street
Scranton Pa, 18508

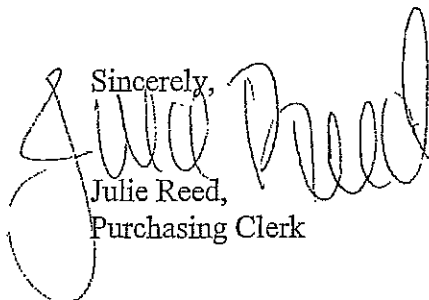
Dear Mr. Gallagher,

This is to inform you that bids will be opened in City Council Chambers on Monday, March 27, 2017 at 10:00 A.M. for the following:

SEASONAL CHEMICALS
FOR
SWIMMING POOLS EXCLUDING NAY AUG POOL
FOR THE CALENDAR YEAR 2017
AS PER SPECIFICATIONS

Attached, please find an Invitation to Bidders, Proposal Blank, and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni, Business Administrator
Mrs. Rebecca McMullen, Financial Manager
Mrs. Lori Reed, City Clerk
• Ms. Jessica Boyles, City Solicitor
File

CITY OF SCRANTON
INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 AM, MONDAY, MARCH 27, 2017, AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

**SEASONAL CHEMICALS
FOR
SWIMMING POOLS EXCLUDING NAY AUG POOL
FOR CALENDAR YEAR 2017
AS PER SPECIFICATIONS**

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, (4TH FLOOR) CITY HALL, AND ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

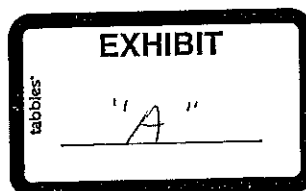
EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE.

THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDING OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$1,000.00 OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE TIME OF OPENING OF BIDS.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI
BUSINESS ADMINISTRATOR



PROPOSAL

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

SEASONAL CHEMICALS FOR
SWIMMING POOLS EXCLUDING NAY AUG POOL
FOR CALENDER YEAR 2017

PLEASE LIST PRICES ON ATTACHED AS PER SPECIFICATIONS SPECIFICATION SHEET

ACCOMPANYING THIS BID IS A CERTIFIED CHECK AND/OR BID BOND NUMBER _____ FOR THE AMOUNT OF _____, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN 10 DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF _____.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES WITHIN _____ OF THE AWARDING OF THE CONTRACT.

PRINT/TYPE NAME OF BIDDER

DATE _____

SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR
CORPORATION

COMPANY NAME: _____

ADDRESS: _____

IF INCORPORATED, UNDER THE LAWS
OF WHAT STATE?

TELEPHONE NO: _____
FAX NO: _____

SEASONAL CHEMICALS
FOR YEAR 2017

QUANTITY		DESCRIPTION
100	\$ _____	55 GALLON DRUMS OF SODIUM HYPOCHLORITE
100	\$ _____	100 LB. BAGS OF SODIUM BI-CARBONATE-FOOD GRADE DELIVERED
250	\$ _____	100 LB. BAGS OF SODA ASH DELIVERED
20	\$ _____	14 GALLON CONTAINERS OF MURIATIC ACID DELIVERED
10	\$ _____	100 LB. BAGS ALUMINUM SULFATE
100	\$ _____	5 GALLON UNITS OF LIQUID CHLORINE DELIVERED
25	\$ _____	100 LB. BAGS CALCIUM CHLORIDE DELIVERED
25	\$ _____	100 LB. CAUSTIC SODA FLAKES

SPECIFICATIONS

THE ABOVE CHEMICALS WILL BE USED AT VARIOUS CITY OF SCRANTON SWIMMING POOLS AND OTHER SITES.

THE SUCCESSFUL BIDDER MUST HAVE THE CAPABILITY TO DELIVER WITHIN 24 HOURS, ALL REQUESTED MATERIAL ON AN AS NEEDED BASIS.

IT MUST ALSO BE UNDERSTOOD THAT THE CITY OF SCRANTON HAS LIMITED STORAGE AREAS AVAILABLE AND WILL EXPECT THE DELIVERY TO BE PROMPT IN ORDER TO EFFECTIVELY OPERATE ALL FACILITIES.

VENDOR WILL SUBMIT SPECIFICATIONS ON ALL CHEMICALS THAT A BID IS SUBMITTED ON TO THE CITY OF SCRANTON.

**** DUE TO THE NUMEROUS CHEMICAL SPECIFICATION'S, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER****

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE; The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes
and says that:

1) He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

(TITLE)

MY COMMISSION EXPIRES _____, 20____

CITY OF SCRANTON
INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 AM, MONDAY, MARCH 27, 2017, AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

SEASONAL CHEMICALS
FOR
SWIMMING POOLS EXCLUDING NAY AUG POOL
FOR CALENDAR YEAR 2017
AS PER SPECIFICATIONS

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, (4TH FLOOR) CITY HALL, AND ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

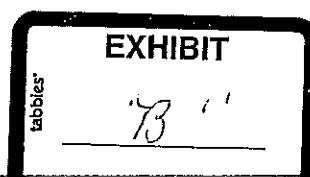
EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE.

THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDING OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$1,000.00 OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE TIME OF OPENING OF BIDS.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING MATERIAL CONTAINED IN BID, AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO ARRIVE AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI
BUSINESS ADMINISTRATOR



PROPOSAL

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

SEASONAL CHEMICALS FOR
SWIMMING POOLS EXCLUDING NAY AUG POOL
FOR CALENDER YEAR 2017

PLEASE LIST PRICES ON ATTACHED AS PER SPECIFICATIONS
SPECIFICATION SHEET

ACCOMPANYING THIS BID IS A CERTIFIED CHECK AND/OR BID
BOND NUMBER 1155 FOR THE AMOUNT OF \$500.00,
AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN
UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS
FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT,
IT WILL FURNISH (WITHIN TEN 10 DAYS OF AWARD), A SURETY
BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT
OF \$1000.00.

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY
OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION
OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL
BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT
WILL DELIVER THE GOODS OR SERVICES WITHIN As needed.
OF THE AWARDED OF THE CONTRACT.

DATE 3-24-17 PRINT/TYPE NAME OF BIDDER Thomas O'Malley
SIGNATURE OF BIDDER Thomas O'Malley
STATE WHETHER INDIVIDUAL PARTNERSHIP OR CORPORATION Corporation COMPANY NAME: Main Pool and Chemical Co.
ADDRESS: 110 Commerce RD
IF INCORPORATED, UNDER THE LAWS OF WHAT STATE? Pennsylvania DuPont, Pa 18641
TELEPHONE NO: 570-655-7211
FAX NO: 570-655-7488

SEASONAL CHEMICALS
FOR YEAR 2017

QUANTITY	DESCRIPTION
100 \$ <u>67.65</u>	55 GALLON DRUMS OF SODIUM HYPOCHLORITE
100 \$ <u>30.00</u>	100 LB. BAGS OF SODIUM BI-CARBONATE-FOOD GRADE DELIVERED
250 \$ <u>23.00</u>	⁵⁰ 100 LB. BAGS OF SODA ASH DELIVERED
20 \$ <u>29.96</u>	¹⁵ 15 GALLON CONTAINERS OF MURIATIC ACID DELIVERED
10 \$ <u>25.00</u>	⁵⁰ 100 LB. BAGS ALUMINUM SULFATE
100 \$ <u>10.00</u>	5 GALLON UNITS OF LIQUID CHLORINE DELIVERED
25 \$ <u>24.00</u>	⁵⁰ 100 LB. BAGS CALCIUM CHLORIDE DELIVERED
25 \$ <u>58.00</u>	⁵⁰ 100 LB. CAUSTIC SODA FLAKES

SPECIFICATIONS

THE ABOVE CHEMICALS WILL BE USED AT VARIOUS CITY OF SCRANTON SWIMMING POOLS AND OTHER SITES.

THE SUCCESSFUL BIDDER MUST HAVE THE CAPABILITY TO DELIVER WITHIN 24 HOURS, ALL REQUESTED MATERIAL ON AN AS NEEDED BASIS.

IT MUST ALSO BE UNDERSTOOD THAT THE CITY OF SCRANTON HAS LIMITED STORAGE AREAS AVAILABLE AND WILL EXPECT THE DELIVERY TO BE PROMPT IN ORDER TO EFFECTIVELY OPERATE ALL FACILITIES.

VENDOR WILL SUBMIT SPECIFICATIONS ON ALL CHEMICALS THAT A BID IS SUBMITTED ON TO THE CITY OF SCRANTON.

**** DUE TO THE NUMEROUS CHEMICAL SPECIFICATION'S, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER****

AFFIRMATIVE ACTION CERTIFICATION

During the term of this contract, Bidder agrees as follows:

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 3-24-17 Main Pooland Chemical Co Inc
(Name of Bidder)
BY Thomas Enalley
TITLE President.

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE; The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 3-24-17

MainPooland Chemical Company Inc
(Name of Bidder)

By Thomas O'Malley
Title President

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania
COUNTY OF Luzerne

Thomas O'Malley, being first duly sworn, deposes
and says that:

1) He is President
(Owner, partner, officer, representative or agent)
of Main Pool and Chemical Co., the Bidder that has submitted the bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED *Thomas Malley*
President
(TITLE)

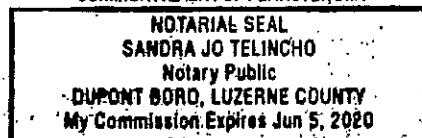
SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24th DAY OF March, 2017

Sandra J. Telincho
Notary
(TITLE)

MY COMMISSION EXPIRES 6-5, 2020

COMMONWEALTH OF PENNSYLVANIA



FNCB

102 E. Drinker St. Dunmore, PA 18512

CERTIFIED CHECK

3-0313
0313

No. 1155

Date: March 24, 2017

Five Hundred and 00/100*****

DOLLARS

Pay to the
Order of CITY OF SCRANTON

Amount \$ *****500.00

MAIN POOL AND CHEMICAL

Memo

NON-NEGOTIABLE

Authorized Signature

CUSTOMER COPY

PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORDS

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

FNCB

102 E. Drinker St. Dunmore, PA 18512

CERTIFIED CHECK

3-0313
0313

No. 1155

Date: March 24, 2017

Five Hundred and 00/100*****

DOLLARS

Pay to the
Order of CITY OF SCRANTON

Amount \$ *****500.00

MAIN POOL AND CHEMICAL

Memo

NO SIGNATURE REQUIRED ON AMOUNT OVER \$5,000.00

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈001155⑈ ⑈031303132⑈ 200010362⑈



DEPARTMENT OF LAW

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

April 12, 2017

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

RECEIVED


APR 12 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 WITH MAIN POOL AND CHEMICAL COMPANY, INC. FOR
SEASONAL CHEMICALS FOR SWIMMING POOLS EXCLUDING NAY AUG
POOL FOR THE CALENDAR YEAR 2017.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") FLOOD PROTECTION GRANT PROGRAM TO ACCEPT GRANT FUNDS IN THE AMOUNT OF UP TO \$30,600.00 FOR REHABILITATION ASSISTANCE FOR DAMAGE FROM RAIN FALL TO LINDY CREEK IN 2016.

WHEREAS, on August 11, 2016, the Director of the Department of Public Works sent a Rehabilitation Assistance Request letter on behalf of the City of Scranton to Colonel Chambetlayne, District Engineer, U. S. Army Corps of Engineers, for rehabilitation assistance for damage to the Lindy Creek caused as the result of rain fall on August 1, 2016. As a result of the storm, the Lindy Creek Project incurred significant damage and needs to be brought back to as-built condition. A copy of said letter is attached hereto as Exhibit "A"; and

WHEREAS, the Department of the Army represented by the District Engineer, Baltimore District, U.S. Army Corps of Engineers has offered assistance with the restoration of Lindy Creek and will fund 80 % of the Rehabilitation Effort costs, estimated not to exceed \$154,000, with the City contributing 20% of said costs; and

WHEREAS, by letter dated February 22, 2017, from Andrew J. Orlovsky, P.E. from the Department of Environmental Protection, the City of Scranton has received a Grant through the Department of Environmental Protection ("DEP") Flood Protection Grant Program through which DEP will provide 100 % of the City's share, up to a maximum of \$30,600, of the construction related costs to repair damage to the Flood Protection Project under the Federal PL 84-99 program managed by the U. S. Army Corps of Engineers; and

WHEREAS, a copy of the Grant Agreement between the City of Scranton ("Grantee") and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Water Management ("Department") to be executed by the City and DEP is attached hereto as Exhibit "B" and incorporated herein by reference hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON the Mayor and other appropriate City officials are the execute and enter into a Grant Agreement with the Commonwealth of Pennsylvania, Department of Environmental Protection ("DEP") Flood Protection Grant Program to accept grant funds in the amount of up to \$30,600.00 for rehabilitation assistance for damage from rain fall to Lindy Creek in 2016.

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 without the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

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

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



DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

August 11, 2016

Colonel Edward P. Chamberlayne
District Engineer
U.S. Army Corps of Engineers - Baltimore District
10 South Howard Street
PO Box 1715
Baltimore, MD 21203

RE: PL 84/99 Rehabilitation Assistance Request

Dear Colonel Chamberlayne,

On behalf of the City of Scranton, I am submitting the following information for your review and consideration for rehabilitation assistance for damage caused by the recent rain fall of August 1, 2016. As a result of the storm, the Lindy Creek Project, which was recently repaired and just inspected by the D.E.P. and the Army Corps of Engineers (both having photos), has just incutted significant damage. If needed, the City also has some before damage video of the Lindy Creek Project.

The scope of the work that needs to be done is to the tip-rap, and the removal of debris from the upper and lower basins so that the project can be brought back to as-built condition. An early estimate put the cost of the work needed at just under \$20,000, however, the City continues to seek other estimates.

On behalf of the Mayor William L. Courtright, I would like to thank you for your consideration of our needs and look forward to discussing this matter with you.

Sincerely,

Dennis Gallagher
Director of Public Works
City of Scranton
101 West Poplar Street
Scranton, PA 18508
Phone: 570-348-4180
Fax: 570-348-0197

RECEIVED
16 AUG 15 PM 1:54
WATERWAYS ENGINEERING





pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF WATERWAYS ENGINEERING AND WETLANDS

February 22, 2017

Mr. Joseph Weschler
President/Chairperson
City of Scranton
340 North Washington Avenue
Scranton, PA 18503

Re: DEP File No. C35:24

Dear Mr. Weschler:

Reference is made to discussions involving a grant agreement between the City of Scranton and the Department of Environmental Protection (DEP) through which the DEP would provide 100 percent of the City's share of the construction related costs to repair damages to your Flood Protection Project under the Federal PL 84-99 program managed by the U.S. Army Corps of Engineers.

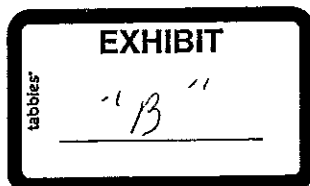
I have enclosed one copy of the Grant Agreement and three additional signature pages for review and execution by the City. Please review the entire packet, especially Attachments D and E, sign each of the four copies and return all copies to me. A fully executed original agreement will be returned for your files upon completion of DEP's processing.

Should you have any questions, please contact me at 717.783.7480 or by e-mail at aorlovsky@pa.gov.

Sincerely,

Andrew J. Orlovsky, P.E.
Chief
Completed Projects Section
Division of Project Inspection

Enclosures



**DEP GRANT AGREEMENT -
FLOOD PROTECTION GRANT PROGRAM**

This Grant Agreement is entered into, by and between the City of Scranton, 340 Washington Avenue, Scranton, PA 18503, a municipality ("Grantee"), and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Water Management, P.O. Box 8460, Harrisburg, PA 17105-8460 ("Department" or "DEP").

WITNESSETH:

WHEREAS, the Grantee has been approved for Rehabilitation Assistance under PL 84-99 to repair a portion of their Flood Protection Project ("Project") damaged due to 3 inches of precipitation July 30, 2016, which resulted in flooding, excess erosion, and excess sedimentation;

WHEREAS, the Grantee is responsible to share the costs to complete the Project rehabilitation work in the amount of 20% of the total construction costs;

WHEREAS, Grantee has requested the shared funds from DEP;

WHEREAS, DEP has agreed to provide 100% of the Grantee's share of the funding to complete the work;

WHEREAS, Section 6 of the Act of June 5, 1947 (P.L. 422), as amended, authorizes the Department to enter into contracts and other agreements with municipalities for cooperation and assistance in planning, constructing, financing, maintaining and operating works and improvements deemed necessary to prevent floods; and

WHEREAS, Section 1905-A(a) of the Administrative Code of 1929 (71 P.S. 51 et seq.) authorizes the Department to cooperate with municipalities for flood protection purposes.

NOW, THEREFORE, the Grantee and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

1. MAXIMUM GRANT DOLLAR AMOUNT – DEP grants to Grantee the amount not to exceed \$30,600.00.

2. GRANT TERM – This Grant Agreement shall not be a legally binding agreement until this Grant Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Agreement is fully executed by the Commonwealth,

and shall terminate three (3) years from the later to occur of: (a) the Project Completion Date (as defined below); or (b) the date of final payment.

3. PERIOD OF PERFORMANCE – Upon full execution of this Grant Agreement, Project work: (a) may, at the discretion of the Department, be reimbursed from February 10, 2017, through the date of full execution; and (b) shall be paid for from the date of full execution through June 30, 2019 (the “Project Completion Date”). All Project work under this Grant Agreement shall be completed no later than the Project Completion Date.

4. STANDARD COMMONWEALTH ATTACHMENTS – Grantee shall comply with the terms and conditions applicable to “Contractor” in the following standard Commonwealth attachments, each attached hereto and made a part hereof:

Attachment A – Provisions for Commonwealth Contracts

Attachment B – Nondiscrimination/Sexual Harassment Clause

5. DEP GENERAL CONDITIONS – Grantee shall perform all Project work in accordance with the referenced General Conditions attached hereto as Attachment C and made a part hereof. For the purposes of this attachment, “Grantee” and “Contractor” are synonymous. See Attachment C – DEP General Conditions.

6. SCOPE OF WORK; BUDGET – Grantee shall perform all Project work in accordance with the Project Scope of Work set forth in Attachment D hereto and made a part hereof. Grantee shall incur expenses under this Grant Agreement and DEP shall pay Grantee for Project work in accordance with the Budget included in Attachment D and in accordance with the Special Conditions (Attachment E) described in Paragraph 7 below. See Attachment D – Project Scope of Work and Budget.

7. SPECIAL CONDITIONS – Grantee shall perform all Project work in accordance with the following grant program-specific special conditions attached hereto as Attachment E and made a part hereof. See Attachment E – Special Conditions.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

CITY OF SCRANTON

City Clerk

~~President/Chairperson~~ Mayor

Federal I.D. Number 24-6000704

SAP Vendor Number 141721

WITNESS:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Dana Aunkst
Deputy Secretary for Water Programs

APPROVED AS TO LEGALITY AND FORM:

Chief/Assistant Counsel, DEP

PRE-APPROVED (7C-FA-28.0)

Office of General Counsel

PRE-APPROVED (7C-FA-28.0)

Office of Attorney General

I hereby approve this agreement and certify that funds
in the amount of \$30,600.00 are available under
Appropriation

6007200001 3533109000 3531035035 6600401 Budget Period 0000

Comptroller

GR#: _____

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

BY: _____
William L. Courtright, Mayor

Date: _____

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

BY: _____
Jessica L. Boyles, Esq., City Solicitor

Date: _____

ATTACHMENT A – PROVISIONS FOR COMMONWEALTH CONTRACTS

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

I. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- A. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- B. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- C. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth, and "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
- D. "Financial Interest" means either:
 - 1) Ownership of more than a five percent interest in any business; or
 - 2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- E. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- F. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

II. In furtherance of this policy, Contractor agrees to the following:

- A. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

B. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

C. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

D. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

E. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:

- 1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- 2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- 3) had any business license or professional license suspended or revoked;
- 4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- 5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due

to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

F. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

G. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

H. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

I. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

J. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

OFFSET PROVISION

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- A. The Contractor must certify, in writing, for itself and all its subcontractors, as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- B. The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- C. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- D. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
- E. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment.
- F. The Contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone Number: (717) 783-6472
FAX Number: (717) 787-9138

THE AMERICANS WITH DISABILITIES ACT

- I. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- II. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

RIGHT TO KNOW LAW

I. If this contract is a grant agreement:

- A. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth Agency.
- B. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- C. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- D. If the Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by the representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

F. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

I. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

II. If this contract is a lease agreement:

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease. For the purpose of these provisions, the term "Commonwealth" shall refer to the Department of General Services or the tenant Commonwealth agency.

B. If the Commonwealth needs the Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify the Lessor using the legal contact information provided in this Lease. The Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Lessor's assistance in responding to a request under the RTKL for information related to this Lease that may be in the Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Lessor shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Lessor's possession arising out of this Lease that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

- 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Lease.

D. If the Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, the Lessor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Lessor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Lessor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

F. If the Lessor fails to provide the Requested Information within the time period required by these provisions, the Lessor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Lessor for any costs associated with complying with these provisions only to the extent allowed under that fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Lessor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts; however, the Lessor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Lessor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

I. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as the Lessor has Requested Information in its possession.

III If this contract is other than a grant or lease agreement:

A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Contract. For the purpose of these provisions, the term "Commonwealth" shall refer to the contracting Commonwealth agency.

B. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

C. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Contractor shall:

- 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

D. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

E. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth determination.

F. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

G. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

H. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of the Requested Information pursuant to the RTKL.

I. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP):

I. For Procurement Contracts:

A. The Commonwealth will make contract payments through the Automated Clearing House (ACH) Network. Within 10 days of award of the contract or purchase order, the Contractor must

submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).

B. Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the Department's payment to the invoice submitted.

C. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

D. Contractor may enroll for PEPP at:

<http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

II. For Grant Contracts:

A. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH) Network. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH information to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101.

B. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Department's payment to the respective invoice or program.

C. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

D. Grantee may enroll for PEPP at:

<http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

ATTACHMENT B

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

ATTACHMENT B

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

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 discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws 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 in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

ATTACHMENT B

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of 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 Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. 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 the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE
[Deposit of Commonwealth Funds]

The Contractor agrees:

1. In the hiring of any employee(s) for the performance of work, or any other activity required under the contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission. ("EEOC") and shall file an annual EEO-1 report with the EEOC as

ATTACHMENT B

required for employers subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GENERAL CONDITIONS**

1. Legality - All work under this Agreement shall be performed in accordance with applicable statutes, rules, and regulations of the Federal, State, and local governments.
2. Subcontracts - No contract or agreement may be entered into by the Contractor for execution of the project activities or provision of services to the project (other than purchases of supplies, or standard commercial or maintenance services) which is not incorporated in the approved Project Scope of Work or approved in advance by the Department. Any such arrangements shall provide that the Contractor will retain ultimate control and responsibility for the project, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the Contractor in the conduct of the project.
3. Changes - The parties to the Agreement hereby agree to execute minor adjustments to this Agreement via a letter of mutual consent. Any significant adjustments to this Agreement shall, however, require a formally executed amendment. Significant adjustments shall include:
 - A. Changes to the scope of work involving the addition of specific work tasks.
 - B. Changes in payment terms. However, reallocation of contract budget category dollar amounts to and from other budget categories shall be considered minor adjustments, as long as the maximum contract dollar amount payable by Department to Contractor is not exceeded.
 - C. Increase in the maximum grant dollar amount to be paid by the Department to the Contractor.
4. Suspension - When the terms and conditions of this Agreement are not materially being met, the Department may, upon written notice to the Contractor, suspend the Agreement until corrective action has been taken to the satisfaction of the Department, or until the Agreement is terminated.
5. Assignment - Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State or Federal antitrust laws are, in fact, borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound hereby, Contractor assigns to the Commonwealth all right, title, and interest in and to any claims Contractor now has or may hereafter acquire under State or Federal antitrust laws relating to the goods or services which are the subject of this Agreement.
6. Termination - The Department may terminate the Agreement in whole, or in part, at any time before the Project completion date:

- A. Whenever it is determined that the terms and conditions of the Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by the Department. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
 - B. In the event that anticipated State and/or Federal funds are not obtained or continued at a sufficient level.
 - C. At the discretion of the Department upon written notification to the Contractor with effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
7. Extension of Time - Extensions of the Agreement period of performance for additional periods beyond its established Project completion date are minor adjustments which may be accomplished by a letter of mutual consent, subject to the approval of the Department Comptroller.
8. Conflict of Interest -
- A. Interest of members of the Commonwealth and others - No officer, member, or employee of the Commonwealth, and no member of its General Assembly who exercises any function or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth, and no member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
 - B. Interest of Contractor - The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of directors of the Contractor or any of its officers have such adverse interest.
9. Hold Harmless - Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by Contractor.
10. Payments - Payment will be made to the Contractor as stipulated in the Agreement or Attachment E, as applicable. In the event Contractor has a current environmental violation, payment may be withheld from Contractor until the environmental violation is resolved to the satisfaction of the Department.
11. Interest Payments - For purposes of the interest payments required under Act 266 of 1982, if additional work is directed by the Department which is not included herein, and no Agreement amendment has been executed by the parties for said work, or if the term of this Agreement has expired, payment will not be due hereunder until after the Agreement amendment for additional work or time extension has been fully executed by all of the parties.

12. Disputes - All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement, or any part thereof, or any breach of said Agreement arising thereunder, shall be referred to the Board of Claims of the Commonwealth of Pennsylvania (as set forth in the Act of May 20, 1937 (P.L. 728, No.193), as amended, 72 P.S. §4651-1 et seq.), or otherwise resolved in accordance with applicable law.
13. Fiscal Records - Contractor agrees to maintain books, records, documents, correspondence, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Agreement, and in accordance with generally accepted accounting principles and the Department's fiscal regulations and guidelines.
14. Retention of Records - The records shall be retained and be made available for audit for a period of three (3) years after final payment is made and the Agreement has expired, and all other pending matters are resolved.
15. Right to Audit - The Department and the Office of Auditor General, or any of their duly authorized representatives, shall have access to the records of the Contractor for the purpose of making an audit of financial transactions, compliance with Agreement terms, and an evaluation of Agreement performance. It is further understood that the Department is authorized to make examination, excerpts, copies, and transcriptions of such records during the course of an audit.
16. Copyright and Patent Indemnity - The Contractor shall indemnify and hold the Commonwealth harmless from and against any damages or suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright or patent arising out of the performance of this Agreement, including all work, services, materials, reports, supplies, and computer programs provided by the Contractor.
17. Copyright and Publication Rights - All publication rights and copyrights, in the documentation produced by the Contractor in connection with the work provided for under this Agreement, shall rest with the Commonwealth. The Contractor shall not publish any of the results of the work without the written permission of the Department.
18. Sensitive Information - The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies including the Department, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. Furthermore, personal data, including names and addresses obtained in conjunction with grant activities, shall not be used in any manner other than that contained in the scope of work. Such information shall not be sold or used to create solicitation lists of any kind, including donor solicitation lists.
19. Indirect Costs - Where indirect costs are part of the amount charged the Department, the method of determining those costs must be identified with sufficient documentation to support its use. Regardless of the method used to calculate indirect costs, the amount charged must not exceed actual costs incurred.

PROJECT SCOPE OF WORK AND BUDGET

Scope of Work

Repair high water damage to the City of Scranton's Flood Protection Project, notably replacing riprap at the project's debris basin that was subject to erosion and removing sediment and debris that has deposited into the project's concrete flood reduction channel.

Estimated Cost and Approved Reimbursement Percentage

\$30,600.00

100 Percent (100%)

Approved Grant Amount

\$30,600.00

**FLOOD PROTECTION GRANT PROGRAM
SPECIAL CONDITIONS**

1. Upon submission of an initial invoice by Grantee, the Department will provide advanced payment to the Grantee of an amount of 100% of the approved estimated cost of the Project Scope of Work as described in ATTACHMENT D.
2. Upon receipt of advance payment of funds from the Department, Grantee shall promptly deposit the funds in a separate interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC or equivalent insurer. The advance payment funds, and any interest earned thereon, may be expended by the Grantee to fulfill the objectives of this Agreement.

If, at Project completion date, the total allowable expenditures are less than the advance payment and interest earnings, the unused funds must be promptly returned to the Department.

3. Approved costs shall be 20% of all USACE rehabilitation work costs necessary to complete the Scope of Work, not to exceed \$30,600.00, as invoiced by USACE.
4. The Grantee shall obtain the necessary permits, approvals, lands, easements and rights-of-way in execution of the Scope of Work.
5. The Grantee shall be responsible for continued maintenance of the Project including the work completed pursuant to this Grant.
6. The Grantee shall notify the Department upon completion of work to arrange for an inspection of the work.
7. The amount paid by the Grantee to the USACE will be based upon the engineer's cost estimate. Upon completion of work, a final adjustment will be made based upon actual construction related costs. If the final project cost is less than the engineer's estimate and money is refunded to the Borough by the USACE, then the Borough shall repay that amount plus any unused interest to DEP. If the final project cost exceeds the engineer's estimate, the Borough is responsible for the payment.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

CITY OF SCRANTON

City Clerk

~~President/Chairperson~~ Mayor

Federal I.D. Number 24-6000704

SAP Vendor Number 141721

WITNESS:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Dana Aunkst
Deputy Secretary for Water Programs

APPROVED AS TO LEGALITY AND FORM:

Chief/Assistant Counsel, DEP

PRE-APPROVED (7C-FA-28.0)
Office of General Counsel

PRE-APPROVED (7C-FA-28.0)
Office of Attorney General

I hereby approve this agreement and certify that funds
in the amount of \$30,600.00 are available under
Appropriation
6007200001 3533109000 3531035035 6600401 Budget Period 0000

Comptroller

GR#: _____

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

CITY OF SCRANTON

City Clerk

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6007200001 3533109000 3531035035 6600401 Budget Period 0000

GR#: _____

Comptroller



DEPARTMENT OF LAW

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

April 12, 2017

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

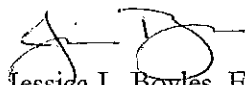
RECEIVED
APR 12 2017

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 GRANT AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") FLOOD PROTECTION GRANT PROGRAM TO ACCEPT GRANT FUNDS IN THE AMOUNT OF UP TO \$30,600.00 FOR REHABILITATION ASSISTANCE FOR DAMAGE FROM RAIN FALL TO LINDY CREEK IN 2016.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF SCRANTON FOR REHABILITATION OF NON-FEDERAL FLOOD CONTROL WORK IN SCRANTON, PENNSYLVANIA ON LINDY CREEK.

WHEREAS, by written correspondence, the City of Scranton (hereinafter referred to as the "Public Sponsor") requested the assistance of the Department of the Army (hereinafter referred to as the "Government") with the restoration of Lindy Creek, due to flooding in August, 2016, in accordance with 33 U.S.C. 701n and established policies of the U.S. Corps of Army Engineers; and

WHEREAS, this Agreement by and between the Government, represented by the District Engineer, Baltimore District, U.S. Army Corps of Engineers, and the Public Sponsor, represented by its Mayor, pursuant to 33 U.S.C. 701n, authorizes the Government to assist in the repair and restoration of the Lindy Creek Flood Protection Project which consists of excavation and restoration of the channel and debris basin to its pre-storm condition, as generally described in a report entitled Rehabilitation of Lindy Creek Flood Risk Management Project, Lackawanna County, Scranton, PA, prepared by the District Engineer, U.S. Army Engineer District Baltimore, dated October 2016, and approved by the Division Engineer on 23 Nov 2016; and

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement. A copy of said Agreement is attached hereto as Exhibit "A" and incorporated herein by reference hereto.

WHEREAS, the Government estimates Rehabilitation Effort costs at \$154, 000 and, subject to receiving funds appropriated by the Congress of the United States, will provide 80% of said costs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into a Cooperation Agreement between the United States of America and the City of Scranton for rehabilitation of Lindy Creek, non-federal flood control work in Scranton, Pennsylvania on Lindy Creek.

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.

**COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
and
THE CITY OF SCRANTON
for
REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK
SCRANTON, PENNSYLVANIA**

THIS AGREEMENT, entered into this _____ day of _____, 2017, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Baltimore District, U.S. Army Corps of Engineers, and the City of Scranton, Pennsylvania (hereinafter referred to as the "Public Sponsor"), represented by its Mayor.

WITNESSETH THAT:

WHEREAS, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by flood;

WHEREAS, via written correspondence, the Public Sponsor has requested the Government to repair or restore a certain flood control work damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement;

NOW, THEREFORE, the Government and the Public Sponsor agree as follows:

ARTICLE I- DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean that U.S. Army Corps of Engineers will repair damages at the Lindy Creek Flood Protection Project which consist of excavation and restoration of the channel and debris basin to its pre-storm condition, as generally described in a report entitled Rehabilitation of Lindy Creek Flood Risk Management Project, Lackawanna County, Scranton PA, prepared by the District Engineer, U.S. Army Engineer District Baltimore, dated October 2016, and approved by the Division Engineer on 23 Nov 2016.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XI A. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 20 percent of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and

shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$154,000 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$30,800. In order to meet the Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$30,800. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Baltimore District" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

ARTICLE V - CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was

accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

ARTICLE VI - OPERATION AND MAINTENANCE

A After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the Project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the Project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

ARTICLE VIII - RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and Project. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement.

In the event the Public Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E.-As between the Government and the Public Sponsor, the Public Sponsor or shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Mayor
City of Scranton
340 North Washington Ave.
Scranton, Pennsylvania 18503

If to the Government:

District Engineer
Baltimore District
U.S. Army Corps of Engineers
10 South Howard Street
Baltimore, Maryland 21203-1715

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

THE CITY OF SCRANTON

BY: _____
Edward P. Chamberlayne
COL, Corps of Engineers
District Engineer

BY: _____
William L. Courtright
Mayor
City of Scranton

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____ do hereby certify that I am the principal legal officer of the City of Scranton, that the City of Scranton is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Scranton in connection with the project, and to pay damages, if necessary, in the *event* of the failure to perform, in accordance with Section 221 of Public Law 91-611, and that the persons who have executed this Agreement on behalf of the City of Scranton have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 2017.

City of Scranton Solicitor

CERTIFICATION REGARDING LOBBYING

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATED this _____ day of _____, 2017

William L. Courtright
Mayor
City of Scranton

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: _____

CERTIFICATION OF LEGAL REVIEW

The Cooperation Agreement for the construction of the Rehabilitation of Lindy Creek Flood Risk Management Project, Scranton, Pennsylvania, has been fully reviewed by the Office of Counsel, U.S. Army Engineer District, Baltimore, Maryland, and is legally sufficient.



TERRI DAVIS
District Counsel

DATE: 27 March 2017



DEPARTMENT OF LAW

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

April 12, 2017

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

RECEIVED

APR 12 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTOIN AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND THE CITY OF SCRANTON FOR REHABILITATION OF NON-FEDERAL
FLOOD CONTROL WORK IN SCRANTON, PENNSYLVANIA ON LINDY CREEK.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl