

AGENDA
REGULAR MEETING OF COUNCIL
May 4, 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 TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD MAY 17, 2017.

[Tax Assessor's Report for 5-17-17.pdf](#)
 - 3.B SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON REPORT 2016-2017 YEAR TO DATE APRIL 30, 2017.

[STO City Funds Distributed April 2016-2017.pdf](#)
4. CITIZENS PARTICIPATION
5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:
 - 5.A A. MOTIONS
 - 5.B FOR INTRODUCTION – A RESOLUTION – APPROVING IN ACCORDANCE WITH SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE

AUTHORITY TO UNDERTAKE A PROJECT FOR ALLIED HEALTH CARE SERVICES.

[Resolution-2017 SLHWA Project for Allied Health Care Services.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF AGRICULTURE (“PDA”), DIVISION OF WEIGHTS AND MEASURES TO DELEGATE SPECIFIC WEIGHTS AND MEASURES INSPECTION, AND ENFORCEMENT RESPONSIBILITIES TO THE CITY OF SCRANTON.

[Resolution-2017 MOU Dept. of Agriculture for Weights & Measures.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE – FILE OF THE COUNCIL NO. 99, 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.

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

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON FINANCE – FOR ADOPTION – FILE OF THE COUNCIL NO. 96, 2017 – 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](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - FILE OF THE COUNCIL NO. 97, 2017 - 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](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - FILE OF THE COUNCIL NO. 98, 2017 - 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.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 146, 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.

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

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT-
FOR ADOPTION – RESOLUTION NO. 147, 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.

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

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 05/17/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	CISCOE ALTON B & SUZANNE	MADISON TWP	20003010007		41000	
12:20 PM	JONES DAVID & LAURA	MADISON TWP	2000101001307	BOYD HUGHES	44000	
12:30 PM	BONACCI JEFF & ANTOINETTE	ARCHBALD	0940103003101	MARK TUNIS	38500	
12:35 PM	GILGALLON SCOTT & MELISSA	BLAKELY	10314020034		22000	
12:45 PM	KOESTER MARY FRANCES & ROBE	JEFFERSON TWP	1380401001711	LAWRENCE DURKIN	126000	
12:50 PM	PACIOTTI SHARON & JOSEPH	OLYPHANT	1250209000102		8160	
1:00 PM	COVELL MARK & ALLISON J	CLARKS GREEN	09002030031		38000	
1:05 PM	HOYT JUSTUS S & KAREN	SOUTH ABINGTON	08103050002	PATRICK LAVELLE	38000	
1:15 PM	MICHAELS JAMES G	SOUTH ABINGTON TWP	0810306000138		40500	
1:20 PM	SATTERTHWAITE EILEEN	ELMHURST	17004040021		25500	
1:30 PM	PISH JOHN & BEVERLY ETAL	BENTON	02817020023		21700	
1:35 PM	SHEYPUK GEORGE	BENTON	0400401001601		19000	
1:40 PM	S & M PARTNERS	SCOTT	0920301000902		15100	
1:45 PM	NOVITSKY THOMAS J FRANCES A	SCOTT TWP	0820402000401		5000	
1:50 PM	GARNCARZ ARKADIUSZ & ZERVOS	CLIFTON	23301020028	JANE CARLONAS	33300	
1:55 PM	MORAN JOHN	SCRANTON	13419010040	JANE CARLONAS	21000	
2:05 PM	FINGER JAMES	SCRAMTPM	13420020029		12000	
2:10 PM	LODGE MARY BRIGHID & CATHERIN	SCRANTON W-17	14677010014	JAMES MULLIGAN	4000	
2:20 PM	WALSH FRANCIS J & MICHELE L	SCRANTON	14509010020		3051	
2:25 PM	KARBOSKI JOSEPH & ELAINE	SCRANTON	1341903003402		14250	
2:35 PM	DAVIS NANCY M	SCRANTON	14508020045		14500	
2:40 PM	CRISPINO DONNA M	SCRANTON	16710020051		16000	
2:50 PM	FALICK RUTH	SCRANTON	15712020025		21000	
2:55 PM	FAJNOROVA DOMINIKA	SCRANTON	16707C0N02907		17000	
3:05 PM	COSTA MARIA	SCRANTON	14506020040		12950	
3:10 PM	KELLY MICHAEL & COLLEEN	SCRANTON	15712020002		20142	
3:20 PM	GEYDAROV AZIZ R & ISKANDAROVA	SCRANTON CITY	15620050036		10000	
3:25 PM	PATTERSON GLENN	SCRANTON	13501040010		1750	

TOTAL RECORDS 28

RECEIVED

APR 26 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Wednesday, April 26, 2017

Page 1 of 1



**SINGLE TAX OFFICE
CITY FUNDS DISTRIBUTED
COMPARISON 2016 - 2017**

	<u>YTD 4/30/2017</u>	<u>YTD 4/30/2016</u>	<u>Increase (Decrease)</u>	<u>Pct.</u>
Real Estate	\$22,404,833.13	\$22,463,612.73	(\$58,779.60)	-0.26%
Delinquent Real Estate	\$797,106.15	\$720,538.15	\$76,568.00	10.63%
LST/EMS	\$1,388,720.15	\$1,388,720.01	\$0.14	0.00%
Bus Priv/Merc	\$1,592,875.83	\$1,754,590.90 **	(\$161,715.07)	-9.22%
	\$26,183,535.26	\$26,329,184.79	(\$145,649.53)	

** 2016 BP/Merc included a \$241,000 windfall amount from Quandel (UofS)

2015 amount distributed	\$1,475,663.00
2014 amount distributed	\$1,345,379.00
2013 amount distributed	\$1,427,448.00

RECEIVED

APR 28 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2017

APPROVING, IN ACCORDANCE WITH SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY TO UNDERTAKE A PROJECT FOR ALLIED HEALTH CARE SERVICES.

WHEREAS, pursuant to the Pennsylvania Municipality Authorities Act, as amended (the "Act"), the City of Scranton, Pennsylvania (the "City"), together with the County of Lackawanna, Pennsylvania (the "County"), created the Scranton-Lackawanna Health and Welfare Authority (the "Authority") to act as a financing authority for projects serving the City and/or the County; and

WHEREAS, Allied Health Care Services (the "Borrower") has requested the Authority to issue revenue notes (the "Notes") in one or more series in an aggregate principal amount not to exceed \$12,000,000 to finance, refinance and/or reimburse a project (the "Project") for the benefit of the Borrower, Allied Services Institute of Rehabilitation Medicine, Allied Skilled Nursing Center and Allied Terrace (collectively, the "Corporations") consisting of all or any of the following: (1) designing, acquiring, constructing, renovating, improving, furnishing and equipping of various capital acquisitions, renovations and/or improvements to the facilities of the Corporations; (2) designing, acquiring, constructing and equipping of site, infrastructure and parking improvements and various other capital improvements to the Corporations existing facilities and acquiring various capital equipment for use in or in connection with the facilities of the Corporations; (3) funding, if applicable, necessary reserves of the Notes; (4) refunding the Authority's outstanding Promissory Note, dated September 14, 2000, as amended on May 29, 2012 and on March 31, 2015, issued for the benefit of the borrower; (5) refunding any other outstanding indebtedness of the Corporations, if advantageous to the Corporations; and (6) funding contingencies and paying all or a portion of the costs and expenses of issuance of the Notes; and

WHEREAS, the Authority has authorized the issuance of the Notes pursuant to a Resolution adopted by the Authority on March 16, 2017, subject to approval of the Project by the City and by the County; and

WHEREAS, the approval by this Council, as evidenced by this Resolution, will enable the Authority to finance the Project without imposing any liability on the City or its citizens or taxpayers with respect to the Notes; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the applicable elected representative of the governmental unit on behalf of which bonds or notes are issued and of each governmental unit having jurisdiction over the area in which any facility with respect to which financing is to be provided from the net proceeds of such bonds or notes is located, approve such Notes after a public hearing in order for a private activity bond to be a qualified bond under the Code; and

WHEREAS, this Council is the "applicable elected representative" of the City within the meaning of the Code; and

WHEREAS, in accordance with Section 147(f) of the Code, a public hearing was held by the Authority at 11:00 a.m. local time on April 20, 2017, in connection with the issuance of the Notes and a report of such hearing has been provided to this Council; and

WHEREAS, the Act provides that none of the powers granted thereby shall be exercised in the construction, financing, improvement, maintenance, extension or operation of any project or projects which in whole or in part shall duplicate or compete with existing enterprises serving substantially the same purposes, but that such limitation does not apply to certain projects, including the financing and/or refinancing of buildings and facilities constituting "health centers" within the meaning of the Act, if the municipality organizing the authority for such project shall declare by resolution or ordinance that it is desirable for the health, safety and welfare of the people in the area served by such facilities to have such facilities provided by or financed through an authority.

NOW THEREFORE, THE COUNCIL OF THE CITY OF SCRANTON, PENNSYLVANIA hereby resolves that:

SECTION 1. The issuance of the Notes by the Authority in an aggregate principal amount not in excess of \$12,000,000 and the use of the proceeds of the Notes to finance the Project is hereby approved.

SECTION 2. It is hereby declared desirable for the health, safety and welfare of the people in the City of Scranton, Pennsylvania to have the Authority issue the Notes for the purpose of financing the Project.

SECTION 3. The foregoing action of this Council shall not in any way pledge or obligate the credit or taxing power of the City of Scranton, Pennsylvania, nor shall the City of Scranton be liable for the payment of the principal of, premium, if any, or interest on the Notes or any other cost related thereto.

SECTION 4. 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 5. This Resolution shall become effective immediately upon approval.

SECTION 6. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

SCRANTON/LACKAWANNA HEALTH AND WELFARE AUTHORITY

LACKAWANNA COUNTY ADMINISTRATION BUILDING • P.O. Box 860 • 200 ADAMS AVENUE, • SCRANTON, PA 18501-0860

(570) 342-2353
FAX (570) 342-4088

April 20, 2017

RECEIVED

APR 26 2017

Ms. Lori Reed
Scranton City Council
Second Floor
340 N. Washington Avenue
Scranton, PA 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

RE: Health and Welfare Authority Resolution for Allied Health Care Services,
Tax Free Financing not to exceed \$12,000,000.00

Dear Ms. Reed:

Enclosed is a proposed resolution approving the financing of certain facilities and declaring that it is desirable for the health, safety and welfare of the people in the area to be served by facilities of Allied Health Care Services, to have such facilities financed through the Scranton-Lackawanna Health and Welfare Authority for a maximum principal amount not to exceed \$12,000,000.00.

The Authority would appreciate placement of this Resolution on the Agenda for the next scheduled Council Meeting. Also, please keep in mind there is no liability on the City's behalf by approving this Resolution.

On behalf of the representatives of Allied Health Care Services, and the Authority, we wish to thank you for your participation in this Project. If you have any questions or concerns, please contact our office at any time.

Sincerely,



Mary Ellen Clarke
Asst. Administrator

Encl.

COUNCIL OF THE CITY OF
SCRANTON, PENNSYLVANIA

RESOLUTION NO. _____

2017

APPROVING, IN ACCORDANCE WITH SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY TO UNDERTAKE A PROJECT FOR ALLIED HEALTH CARE SERVICES

WHEREAS, pursuant to the Pennsylvania Municipality Authorities Act, as amended (the "Act"), the City of Scranton, Pennsylvania (the "City"), together with the County of Lackawanna, Pennsylvania (the "County"), created the Scranton-Lackawanna Health and Welfare Authority (the "Authority") to act as a financing authority for projects serving the City and/or the County; and

WHEREAS, Allied Health Care Services (the "Borrower") has requested the Authority to issue its revenue notes (the "Notes") in one or more series in an aggregate principal amount not to exceed \$12,000,000 to finance, refinance and/or reimburse a project (the "Project") for the benefit of the Borrower, Allied Services Institute of Rehabilitation Medicine, Allied Skilled Nursing Center and Allied Terrace (collectively, the "Corporations") consisting of all or any of the following: (1) designing, acquiring, constructing, renovating, improving, furnishing and equipping of various capital acquisitions, renovations and/or improvements to the facilities of the Corporations; (2) designing, acquiring, constructing and equipping of site, infrastructure and parking improvements and various other capital improvements to the Corporations' existing facilities and acquiring various capital equipment for use in or in connection with the facilities of the Corporations; (3) funding, if applicable, necessary reserves for the Notes; (4) refunding the Authority's outstanding Promissory Note, dated September 14, 2000, as amended on May 29, 2012 and on March 31, 2015, issued for the benefit of the Borrower; (5) refunding any other outstanding indebtedness of the Corporations, if advantageous to the Corporations; and (6) funding contingencies and paying all or a portion of the costs and expenses of issuance of the Notes; and

WHEREAS, the Authority has authorized the issuance of the Notes pursuant to a Resolution adopted by the Authority on March 16, 2017, subject to approval of the Project by the City and by the County; and

WHEREAS, the approval by this Council, as evidenced by this Resolution, will enable the Authority to finance the Project without imposing any liability on the City or its citizens or taxpayers with respect to the Notes; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the applicable elected representative of the governmental unit on behalf of which bonds or notes are issued and of each governmental unit having jurisdiction over the area in which any facility with respect to which financing is to be provided from the net proceeds of such bonds or notes is located, approve such Notes after a public hearing in order for a private activity bond to be a qualified bond under the Code; and

WHEREAS, this Council is the "applicable elected representative" of the City within the meaning of the Code; and

WHEREAS, in accordance with Section 147(f) of the Code, a public hearing was held by the Authority at 11:00 a.m. local time on April 20, 2017, in connection with the issuance of the Notes and a report of such hearing has been provided to this Council; and

WHEREAS, the Act provides that none of the powers granted thereby shall be exercised in the construction, financing, improvement, maintenance, extension or operation of any project or projects which in whole or in part shall duplicate or compete with existing enterprises serving substantially the same purposes, but that such limitation does not apply to certain projects, including the financing and/or refinancing of buildings and facilities constituting "health centers" within the meaning of the Act, if the municipality organizing the authority for such project shall declare by resolution or ordinance that it is desirable for the health, safety and welfare of the people in the area served by such facilities to have such facilities provided by or financed through an authority;

NOW THEREFORE, THE COUNCIL OF THE CITY OF SCRANTON, PENNSYLVANIA hereby resolves that:

Section 1. The issuance of the Notes by the Authority in an aggregate principal amount not in excess of \$12,000,000 and the use of the proceeds of the Notes to finance the Project is hereby approved.

Section 2. It is hereby declared desirable for the health, safety and welfare of the people in the City of Scranton, Pennsylvania to have the Authority issue the Notes for the purpose of financing the Project.

Section 3. The foregoing action of this Council shall not in any way pledge or obligate the credit or taxing power of the City of Scranton, Pennsylvania, nor shall the City of Scranton be liable for the payment of the principal of, premium, if any, or interest on the Notes or any other cost related thereto.

Section 4. 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 hereof 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 hereof.

Section 5. This Resolution shall become effective immediately upon approval.

Section 6. 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 Commonwealth of Pennsylvania.

CERTIFICATE

I, the undersigned, City Clerk of the City of Scranton, Pennsylvania, certify that: attached hereto is a true and correct copy of a Resolution which duly was adopted by affirmative vote of a majority of all members of the City Council of the City of Scranton, Pennsylvania (the "City Council") at a meeting duly advertised, posted and held in accordance with law on the ____ day of _____, 2017; said Resolution has been duly recorded in the minute books of the City Council; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the City Council met the advance notice requirements of the Sunshine Act, Act No. 1986-84 of the General Assembly of the Commonwealth of Pennsylvania, as amended and reenacted by Act 93 of 1998, by advertising the time and place of said meeting and by posting prominently a notice of said meeting as required by law.

IN WITNESS WHEREOF, I set my hand and affixed the official seal of the City of Scranton, Pennsylvania, this ____ day of _____, 2017.

Lori Reed, City Clerk of the City of
Scranton, Pennsylvania

(SEAL)

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: _____

SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY
TRANSCRIPT OF PUBLIC HEARING
of April 20, 2017

The Public Hearing of the Scranton-Lackawanna Health and Welfare Authority (the "Authority") scheduled for 11AM., local time, on Thursday, April 20, 2017, is hereby called to order. This Public Hearing is being held pursuant to the requirements of Section 147 (f) of the Internal Revenue Code of 1986, as amended. Attending the hearing on behalf of Allied Health Care Services (the "Borrower") relating to the Authority's proposed issuance of its Revenue Note in an aggregate principal amount up to but not exceeding \$12,000,000.00 is Michael Ferguson, Assistant Vice President Risk Management - Finance, Allied Health Care Services; Brian Koscelansky, Esq. of Stevens & Lee, Bond Counsel; and Mary Ellen Clarke, Assistant Administrator of the Scranton Lackawanna Health and Welfare Authority.

The representatives of the Authority and Allied Health Care Services, attending the Public Hearing described the nature and the purpose of the project being financed by the issuance of the Revenue Note in an aggregate amount up to but not exceeding \$12,000,000 for the purpose of providing funds to finance, refinance and/or reimburse all or any of the following: (a) designing, acquiring, constructing, renovating, improving, furnishing and equipping of new facilities and existing facilities of the Borrower; (b) designing, acquiring, constructing and equipping of site, infrastructure and parking improvements and various other capital improvements to the Borrower's existing facilities and acquiring various capital equipment for use in or in connection with the facilities of the Borrower; (c) funding, if applicable, necessary reserves for the Note (hereinafter defined); (d) refunding the Authority's outstanding Promissory Note, dated September 14, 2000, as amended on May 29, 2012 and on March 31, 2015, issued for the benefit of the Borrower; (e) refunding any other outstanding indebtedness of the Borrower, if advantageous to the Borrower; and (f) funding contingencies and paying all or a portion of the costs and expenses of issuance of the Note (collectively, the "Project").


I hereby enter into the Record one copy of an affidavit showing publication in The Scranton Times, a newspaper of general circulation in Lackawanna County, Pennsylvania, on a date at least fourteen (14) days prior hereto, of notice of the public hearing. The affidavit of publication is attached to this transcript.

The Authority is now ready to hear testimony and other comments from the public concerning the issuance by the Authority of the 2017 Note.

Let the record show that no members of the public have offered testimony or other comments as of 11:20AM this date. Accordingly, this public hearing is adjourned.

I, Mary Ellen Clarke, Assistant Administrator of The Scranton Lackawanna Health and Welfare Authority, do hereby certify that the foregoing is a true and accurate transcript of the Public Hearing held on April 20, 2017, by the Scranton-Lackawanna Health and Welfare Authority.

Date: April 20, 2017



Assistant Administrator

The Times Tribune Classifieds

TUESDAY, APRIL 4, 2017

ST-TRIBUNE.COM/CLASSIFIEDS

EMAIL US:

IN COLUMN DEADLINES:

570-348-9157

fax 570-348-9145

Avenue, Scranton, PA 18503

Recruitment: recruitmentads@timeshamrock.com

Legal ads: legalads@timeshamrock.com

All other classifieds: classified@timeshamrock.com

Sunday & Monday: Friday 4 p.m.

Tuesday: Monday 4 p.m.

Wednesday: Tuesday 4 p.m.

Thursday: Wednesday

Friday: Thursday

Saturday: Friday

Real Estate: Thursday

NOTICE OF PUBLIC HEARING

Scranton-Lackawanna Health and Welfare Authority

Notice is hereby given that the Scranton-Lackawanna Health and Welfare Authority (the "Authority") will hold a public hearing on April 20, 2017, at 11:00 a.m., on behalf of the City of Scranton and the County of Lackawanna at the office of the Authority, 200 Adams Avenue, Fifth Floor, Scranton, Pennsylvania 18503, to discuss and take comment with respect to the financing of the following project:

Scranton-Lackawanna Health and Welfare Authority
Allied Health Care Services Project

NAMES AND ADDRESS OF OWNERS AND OPERATORS OF FACILITIES TO BE FINANCED: Allied Health Care Services; Allied Services Institute of Rehabilitation Medicine; Allied Skilled Nursing Center; Allied Terrace (collectively, the "Corporations"), 100 Abington Executive Park, Clarks Summit, PA 18411

ADDRESSES OF PROJECT: 200 Smallacombe Drive, Scranton, PA 18508; 104 Moffat Drive, Scranton, PA 18508; 475 Morgan Highway, Scranton, PA 18508; 155 Brooklyn Street, Suite 2, Carbondale, PA 18407; 319 South Blakely Street, Dunmore, PA 18812; 746 Jefferson Avenue, 5th Floor, Scranton, PA 18510; 235 Main Street, Dickson City, PA 18519; 921 Drinker Turnpike, Suite #14, Covington Township, PA 18444; 900 Quincey Avenue, Scranton, PA 18510; 126 Market Way, Mount Pocono, PA 18344; 134-148 South Main Street, Taylor, PA 18517; 421-423 Smallacombe Drive, Scranton, PA 18508; 100 Moffat Drive, Scranton, PA 18508; 801 Woodlawn Street, Scranton, PA 18509; 227 Canaan Street, Carbondale, PA 18407; 41-122 Pear Street, Carbondale, PA 18407; 103 Bichler Lane, Taylor, PA 18517; 1114 Richmond Street, Scranton, PA 18509; 6 Stauffer Industrial Park, Taylor, PA 18517; 303 Smallacombe Drive, Scranton, PA 18508; 201 Smallacombe Drive, Scranton, PA 18508; 102 Moffat Drive, Scranton, PA 18508; 100 Terrace Drive, Scranton, PA 18508; 438 Washington Street, Jermy, PA 18433; 5 Eliza Street, Dickson City, PA 18519; 1050-1054 Providence Road, Scranton, PA 18508; 529-531 Greenridge Street, Scranton, PA 18509; and 100 Abington Executive Park, Clarks Summit, PA 18411.

TOTAL COST OF PROJECT: Not to Exceed \$12,000,000 at each location listed above under "Addresses of Project" and not to exceed \$12,000,000 in the aggregate.

MAXIMUM AGGREGATE FACE AMOUNT OF DEBT TO BE ISSUED: Not to Exceed \$12,000,000

PROJECT DESCRIPTION: The proceeds of the debt to be issued will be used to provide funds to finance, refinance and/or reimburse all or any of the following: (a) acquiring, designing, constructing and equipping of various capital acquisitions, additions, renovations and/or improvements of and/or to any or all of the facilities listed above under "Addresses of Project" for use by the Corporations; (b) designing, acquiring, constructing and equipping of site, infrastructure and parking improvements and various other capital improvements to the Corporations' existing facilities and acquiring various capital equipment for use in or in connection with any or all of the facilities of the Corporations listed above under "Addresses of Project"; (c) refunding the Authority's outstanding Promissory Note, dated September 14, 2000, as amended on May 29, 2012 and on March 31, 2015 (the "2000 Note"), issued for the benefit of Allied Health Care Services; (d) refunding any other outstanding indebtedness of the Corporations, if advantageous to the Corporations; (e) funding, if applicable, necessary reserves for the debt; and (f) funding contingencies and paying all or a portion of the costs and expenses of issuance of the debt.

Legal Notices

ties and paying all or a portion of the costs and expenses of issuance of the debt.

The proceeds of the 2000 Note were used to finance, refinance and/or reimburse the following: (a) acquisition and renovation of Allied Health Care Services building located at 100 Abington Executive Park, Clarks Summit, PA; and (b) paying certain costs of issuing the 2000 Note.

Members of the public are invited to attend the aforesaid public hearing. The attending public, on their own behalf or by attorney, are urged to provide information and make statements concerning the aforesaid project.

THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY IS ACTING AS A "CONDUIT ISSUER" FOR THE BENEFIT OF THE CORPORATIONS AND THE DEBT WILL BE A LIMITED OBLIGATION OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY, PAYABLE SOLELY FROM PAYMENTS TO BE MADE BY ONE OR MORE OF THE CORPORATIONS.

DEBT FINANCINGS OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY ARE NOT OBLIGATIONS OF THE COMMONWEALTH OF PENNSYLVANIA, NOR OF ANY CITY, BOROUGH, TOWNSHIP OR OTHER POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA.

This Notice is published in accordance with the requirements of Section 147(f) of the Internal Revenue Code, as amended.

Scranton-Lackawanna Health and Welfare Authority



DEPARTMENT OF LAW

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

RECEIVED

APR 26 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

April 25, 2017

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPROVING, IN ACCORDANCE WITH SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY TO UNDERTAKE A PROJECT FOR ALLIED HEALTH CARE SERVICES.

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 MEMORANDUM OF UNDERSTANDING WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF AGRICULTURE ("PDA"), DIVISION OF WEIGHTS AND MEASURES TO DELEGATE SPECIFIC WEIGHTS AND MEASURES INSPECTION, AND ENFORCEMENT RESPONSIBILITIES TO THE CITY OF SCRANTON.

WHEREAS, the PDA requires the City of Scranton to execute a Memorandum of Understanding setting forth the various duties of the state and municipality regarding the sealing of weights and measures; and

WHEREAS, this Memorandum of Understanding is the successor to the current Memorandum of Understanding which is due to expire June 30, 2017. This Memorandum shall commence on July 1, 2017 and shall terminate on June 30, 2022; and

WHEREAS, it is in the best interest of the City of Scranton to coordinate with the PDA to lawfully seal the effected weights and measures; and

WHEREAS, A copy of the Memorandum is attached hereto as Exhibit "A" and incorporated herein by reference hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into the Memorandum of Understanding with the PDA to delegate specific weights and measures inspection and enforcement responsibilities to the City of Scranton for the period July 1, 2017 through June 30, 2022.

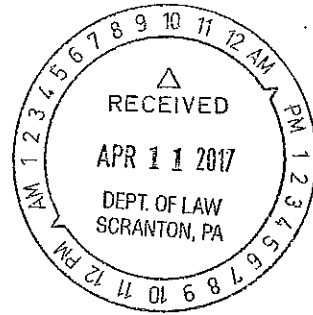
SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus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



pennsylvania
DEPARTMENT OF AGRICULTURE
DIVISION OF WEIGHTS AND MEASURES



April 4, 2017

City of Scranton
340 North Washington Avenue
Scranton, PA 18503

Dear County or City Weights and Measure Program:

Our records indicate that the Memorandum of Understanding ("MOU") authorizing your jurisdiction to conduct certain weights and measure inspections is due to expire.

If you wish to continue conducting weights and measures inspections in your jurisdiction please review, sign and return (the original of) the included MOU.

If you wish to relinquish, lessen or increase your weights and measures inspection responsibilities please contact the undersigned immediately.

Questions can be directed to Mrs. Laura Phillips, 717-787-5416, laphillips@pa.gov or the undersigned.

Respectfully,

Walter T. Remmert, Director

Enclosure: Memorandum of Understanding

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF AGRICULTURE**

**MEMORANDUM OF UNDERSTANDING
WEIGHTS AND MEASURES**

This Memorandum of Understanding is entered into as of the date of latest signature below. The parties to this Memorandum of Understanding are the Commonwealth of Pennsylvania, Department of Agriculture (“PDA”), with its business address at 2301 North Cameron Street, Harrisburg, PA 17110-9408, and the City of Scranton, Pennsylvania (“City”), having its offices at 340 North Washington Avenue, Scranton, PA 18503.

I. Recitals

- A. The Consolidated Weights and Measures Act (3 Pa.C.S.A. §§ 4101 - 4194) (“Act”) empowers and requires PDA to inspect and test, to ascertain if they are correct, weights and measures that are used in commerce within the Commonwealth of Pennsylvania.
- B. Section 4122(a) of the Act authorizes the mayors of cities of the second and third class to appoint one or more persons to serve as sealers of weights and measures in the City (“city sealers”).
- C. Section 4121(b) of the Act authorizes PDA to delegate certain powers and duties to city sealers, and requires that any such delegation be fully-delineated in a memorandum of understanding.
- D. The City and PDA intend this document as the required Memorandum of Understanding pursuant to which PDA shall delegate specific weights and measures inspection and enforcement responsibilities to the City. This is the successor Memorandum of Understanding to a current Memorandum of Understanding between the Parties which expires June 30, 2017.

II. Understanding.

PDA and the City agree to the following terms and conditions:

- 1. The recitals set forth above are incorporated into this understanding by reference.
- 2. The City has appointed one or more persons to serve as sealers of weights and measures as authorized under Section 4122(a) of the Act.

3. Pursuant to Section 4121(b) of the Act, PDA delegates to the City, and the City accepts, the powers and duties given to and imposed upon PDA under the following sections of the Act:
 - a. Section 4112 (relating to general testing and inspections);
 - b. Section 4116 (relating to investigations);
 - c. Section 4117 (relating to inspection of packages);
 - d. Section 4118 (relating to stop-use, stop-removal and removal orders);
 - e. Section 4119 (relating to disposition of correct and incorrect apparatus);
 - f. Section 4120 (relating to police powers; right of entry and stoppage); and
 - g. Section 4192 (relating to temporary or permanent injunctions).
4. The specific division of inspection responsibilities between PDA and the City is as follows:
 - a. PDA will inspect the weights, measures and weighing and measuring devices it is required to inspect under the Act, *except* for those listed in Subparagraph (b), below.
 - b. The City will inspect the following weights, measures and weighing and measuring devices:
 - Jewelers scales
 - Small capacity scales up to 30 lbs. capacity
 - Motor fuel dispensers
 - Linear measuring devices
 - Platform and hopper scales up to 1000 lbs. capacity
 - Timing devices
5. The City understands it must satisfy the standards and requirements established by the Department to assure uniform statewide enforcement of the Act and its attendant regulations.
6. The City shall annually, and at such other times as PDA may require, submit a written report to PDA, summarizing the following:
 - a. The work performed by its city sealers;
 - b. The weighing and measuring devices inspected or tested;
 - c. The results of such inspections or tests;
 - d. The nature and results of all prosecutions instituted by the city sealers for violations of the Act; and
 - e. All other matters and things pertaining to the duties of the sealer or which may be required by PDA.
7. The applicable provisions of the Act not specifically set forth herein are incorporated into and made a part of this memorandum.

8. The City shall maintain separate books, records, documents and other evidence with regard to this memorandum. Inspection records, supporting documents, and all other records shall be retained for a period of three (3) years from the date of this memorandum.
9. Authorized representatives of PDA or the Commonwealth shall have access to any pertinent books, documents, papers and records to make audits, examinations, excerpts and transcripts.
10. This memorandum shall commence on July 1, 2017 and shall terminate on June 30, 2022.
11. PDA may terminate this memorandum if it determines the city sealer enforcement program does not satisfy the standards and requirements established by PDA as necessary to assure uniform statewide enforcement of the Act. Either party may terminate this memorandum for any reason, upon 60 days written notice to the other party.
12. PDA shall review and (if necessary) update this memorandum on an annual basis.
13. This memorandum constitutes the entire understanding between the parties. No amendment or modification changing its scope or terms shall have any force or effect unless in writing and signed by both parties. It shall be construed in accordance with the law of the Commonwealth of Pennsylvania.
14. The City shall comply with the Non-Discrimination Clause, the conditions of which are set forth in Attachment "A," attached hereto and made a part hereof. In said attachment, the City is referred to as "contractor."
15. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 *et seq.*, the City 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 City agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 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.
16. The City shall be responsible for and agree 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 City's failure to comply with the requirements of Paragraph No. 15, above.

In Witness of this Understanding and with the intention of being legally bound by this document, the Parties have caused this memorandum to be executed by their duly authorized representatives as of the latest date of signature below.

CITY

DEPARTMENT OF AGRICULTURE

SIGNATURE

Deputy Secretary for Regulatory Programs

TITLE

Date

DATE

NOTE: As applicable, at least two (2) City Commissioners, the City Executive must sign.

APPROVED AS TO FORM AND LEGALITY

Chief Counsel
PA Department of Agriculture

Attachment "A"

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, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
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 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.

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: _____

RECEIVED

APR 26 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 25, 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 MEMORANDUM OF UNDERSTANDING WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF AGRICULTURE ("PDA"), DIVISION OF WEIGHTS AND MEASURES TO DELEGATE SPECIFIC WEIGHTS AND MEASURES INSPECTION, AND ENFORCEMENT RESPONSIBILITIES TO THE CITY OF SCRANTON.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

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

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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

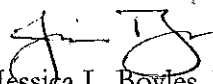
April 20, 2017

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

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

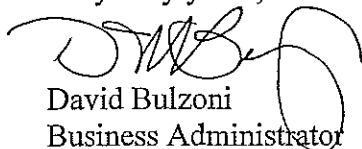
\$296,895.00

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:

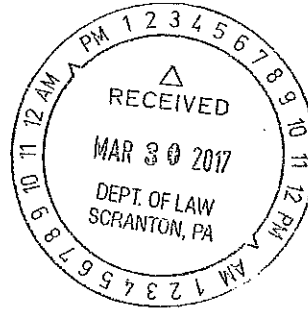
Beginning at the common point of the Easterly right of way of South Main Avenue and the Northernmost corner of Lot 4 Block 2 as designated and laid out on the plot or map of Keystone Land Company, known and described as "Lincoln Heights Annex" which said plot or map is of record in the Office for the 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

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

OF COUNSEL

N. BRIAN CAVERLY
bcaverly@wcpirlaw.com

CHARLES A. SHEA III
(1947-2014)

March 3, 2017

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

RE: Vacating of Alley

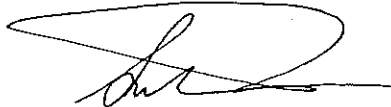
Dear Mr. King:

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.

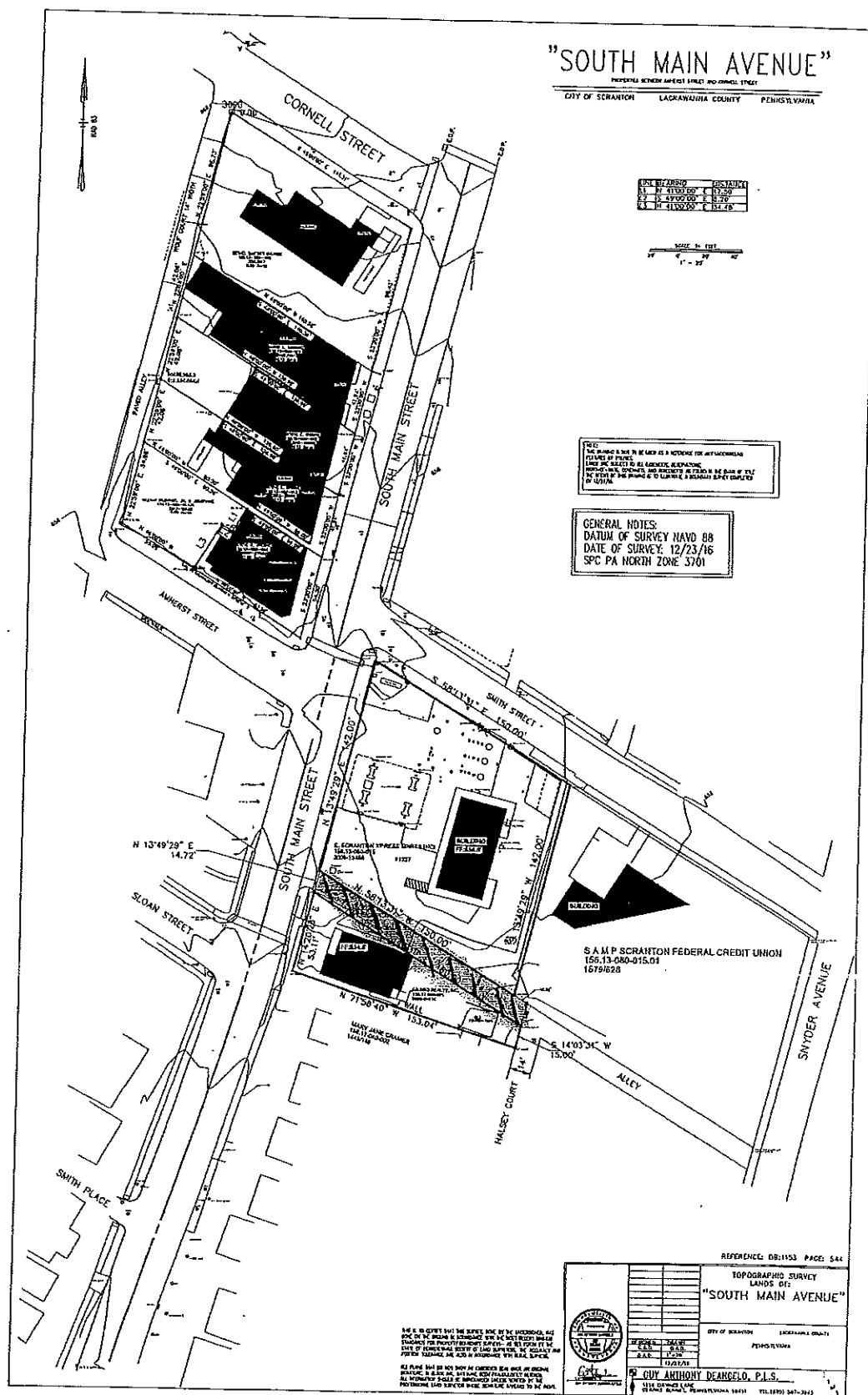
Very truly yours,



Samuel A. Falcone Jr.

encl.

mg/saf



AFFIDAVIT

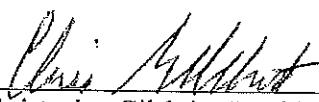
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LUZERNE

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.

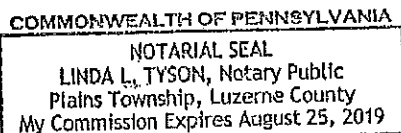


Christopher Gilchrist, President

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 C. Scarpa.
Joan Scarpa
Vice President

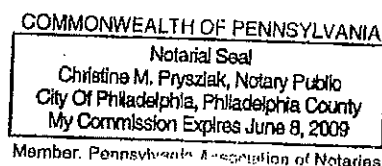
Philadelphia, Pennsylvania

Date: April 16, 2009

Commonwealth of Pennsylvania }
County of Philadelphia } SS

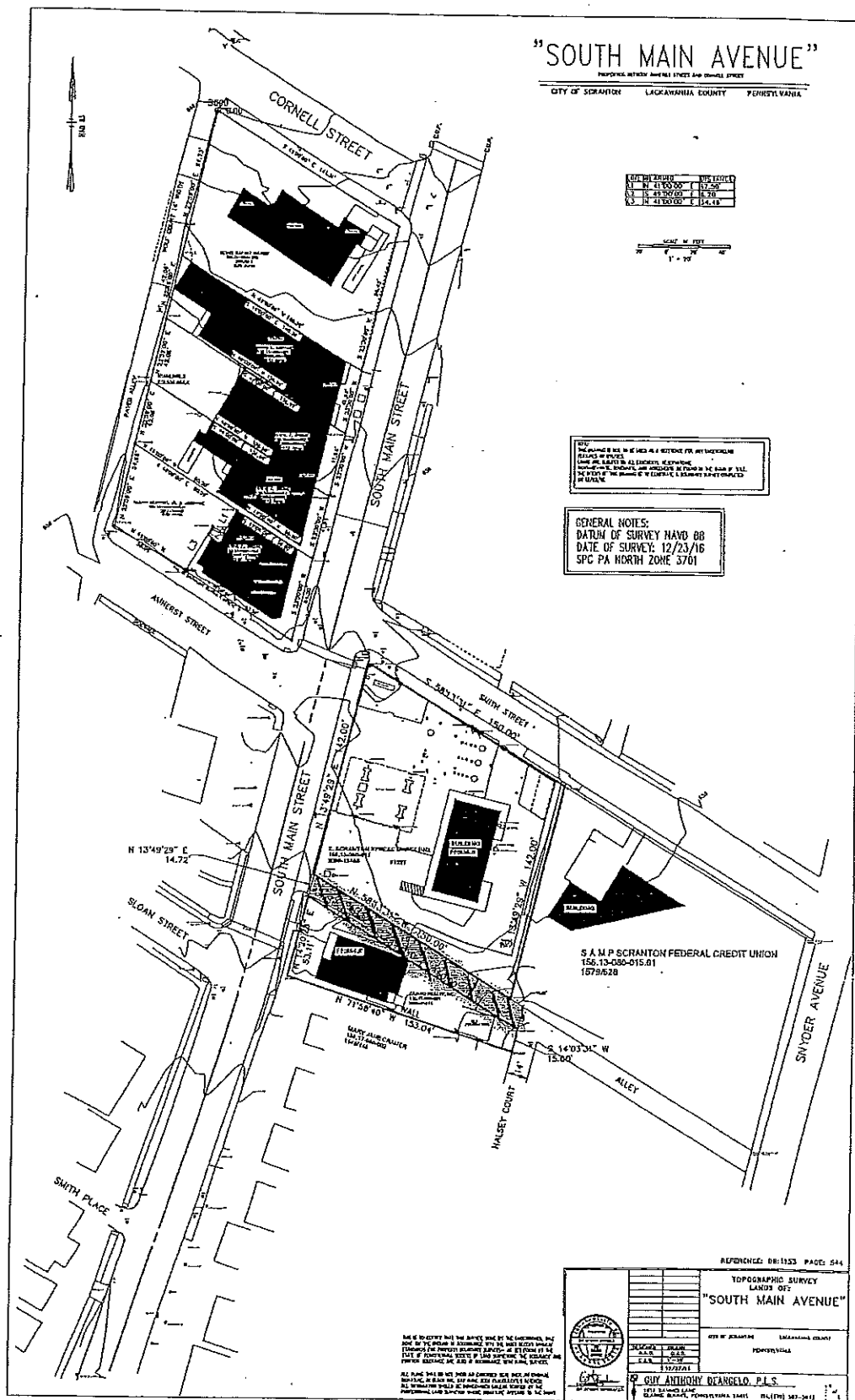
On this 16 day of April, 2009, before me the undersigned officer, personally appeared Joan Scarpa of Sunoco, Inc. (R&M), known to me to be such person and such officer and acknowledged that the foregoing instrument is a certified copy of a resolution duly adopted by the Board of Directors of Sunoco,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

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



Christian M. Pryor
Notary Public

EXHIBIT "B"



AFFIDAVIT

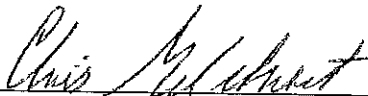
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LUZERNE

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.

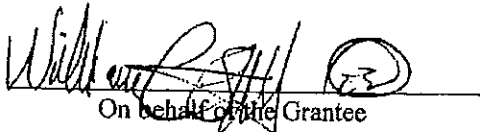
COMMONWEALTH OF PENNSYLVANIA

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

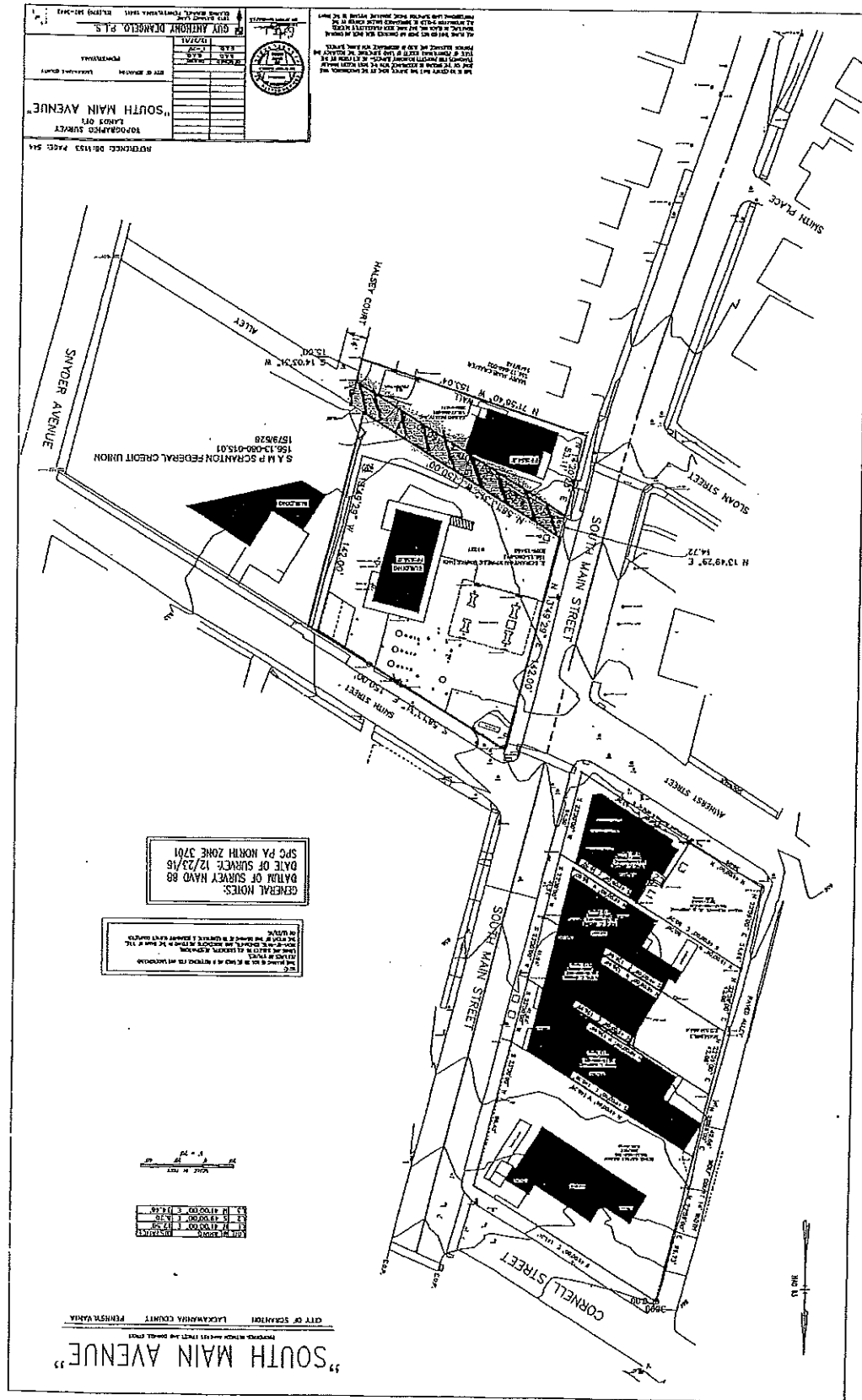
MUNI: 34

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.



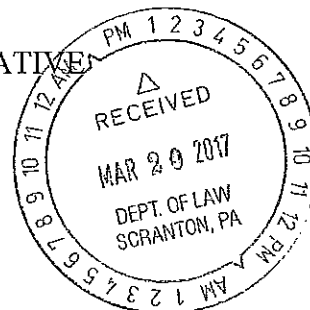
DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

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

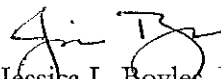
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

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

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 even, 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.

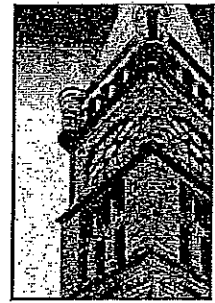
Please prepare the necessary contracts, as soon as possible.

Thank you for your cooperation in this matter.

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

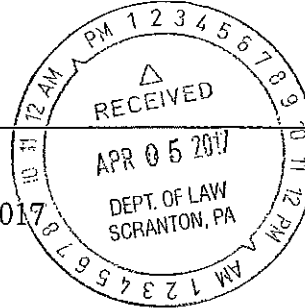
Department of Business Administration

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:

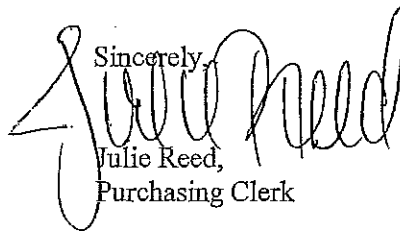
This is to inform you that bids were opened on Wednesday April 5, 2017 in Council Chambers for **MAINTENANCE OF STREET LIGHTS FOR A 12 MONTH PERIOD AS PER SPECIFICATIONS.**

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.

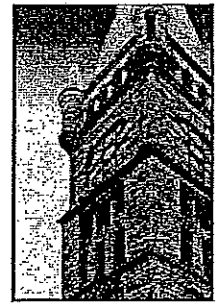
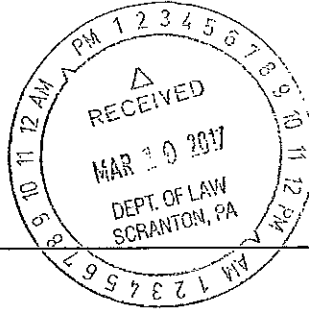
Thank you for your cooperation in this matter.

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

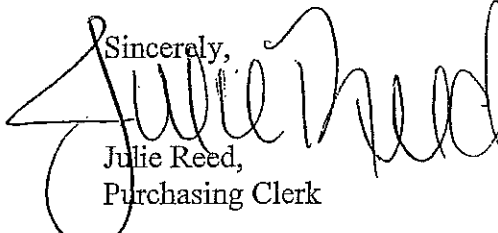
Dear Mr. Gallagher,

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

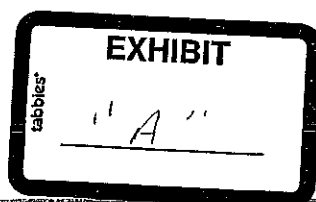
ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, (4TH FLOOR) CITY HALL, AND ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

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

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	\$ <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

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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

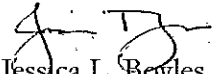
April 20, 2017

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.



DEPARTMENT OF LAW

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

RECEIVED

APR 20 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

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

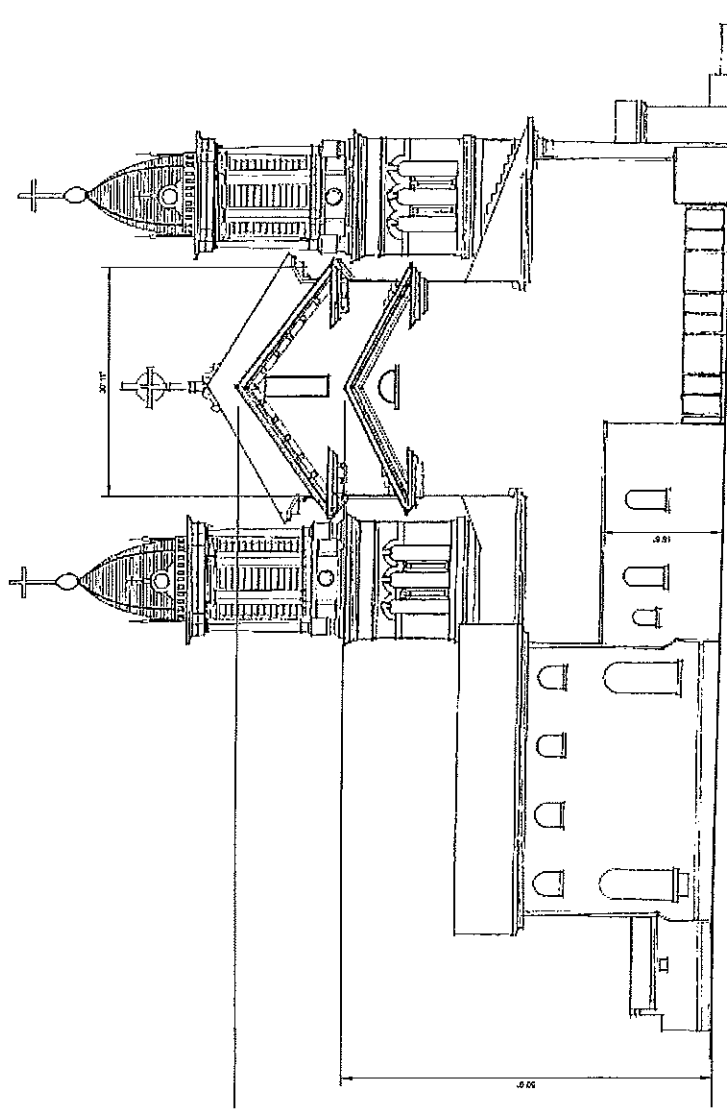
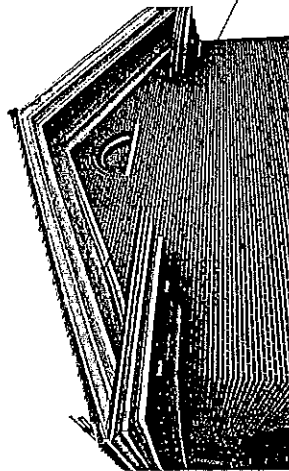
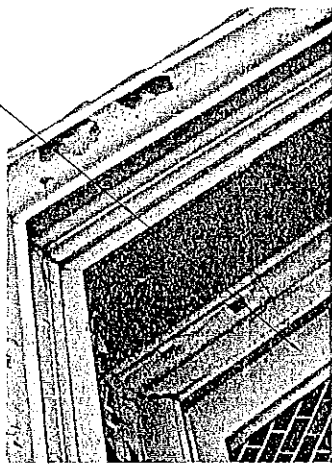
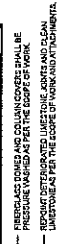
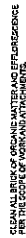




PHASE I

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

DATE: 3-24-17
DRAWN BY: DMV



REAR ELEVATION

$$1/R^0 + 1 = 1' - \eta^0$$

SECURELY REATTACH WOOD TRIM TO ITS INTENDED POSITION PRIOR TO PROPERLY PREPARING ALL GALVANIZED AND WOOD TRIM, CORNICES, CORBELS, JOISTS, ETC. FOR PAINTING AS PER THE SCOPE OF WORK AND ATTACHMENTS.

PHASE I

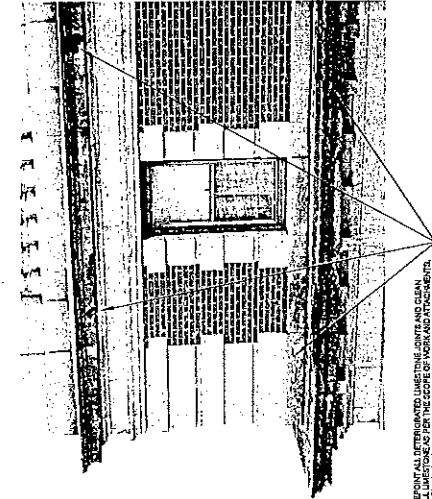
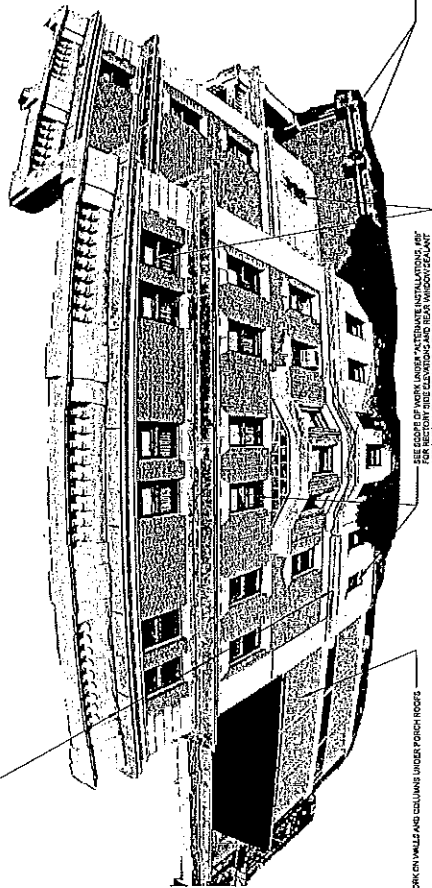
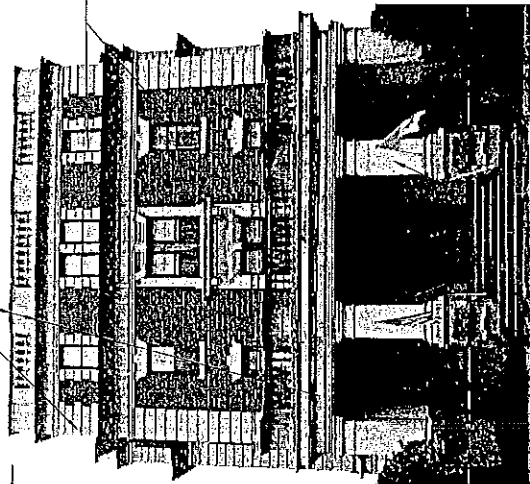
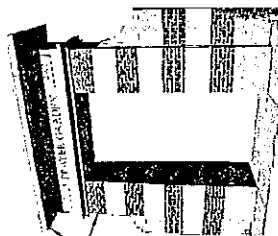
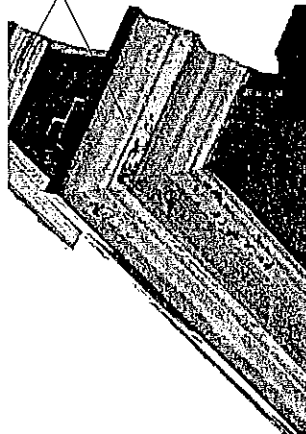
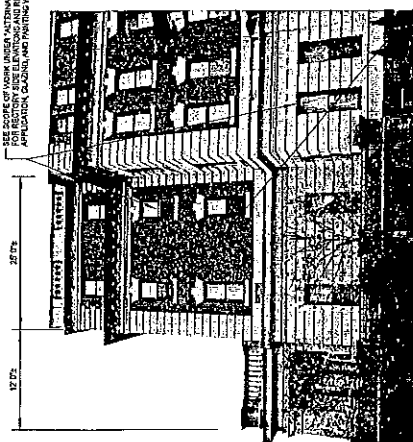
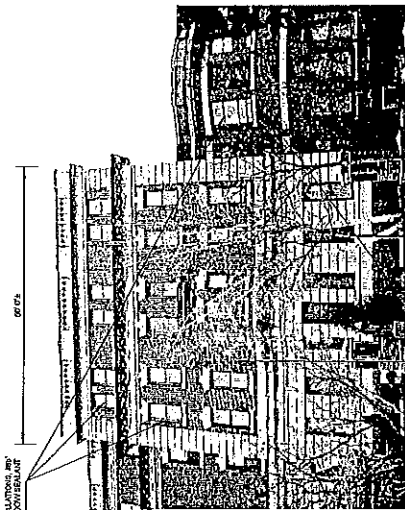
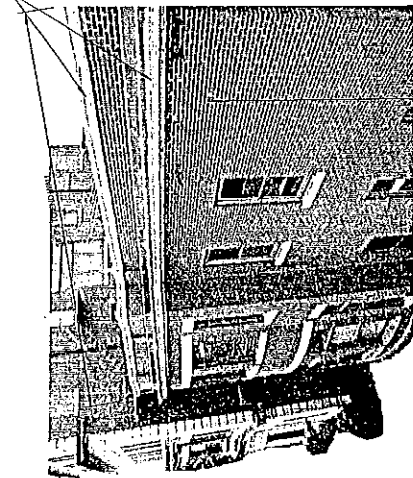
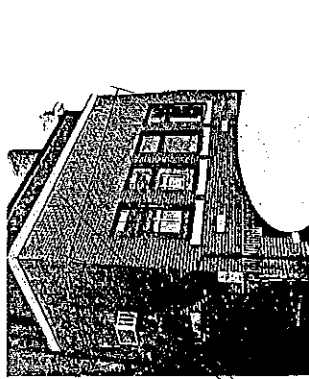
THE DIOCESE OF SCRANTON
ST. PETER'S CATHEDRAL, RECTORY, & CHANCERY
315 WYOMING AVENUE
SCRANTON, PA 18503
EXTERIOR MASONRY RESTORATION & CLEANING & PAINTING
EXTERIOR WOOD & METAL ARCHITECTURAL ELEMENTS

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



23

DATE: 3-24-17
DRAWN BY: DMV



RECTORY REAR ELEVATIONS

RECTORY PRAYER GARDEN ELEVATIONS

RECTORY WYOMING AVENUE ELEVATION

RECTORY SHRINE
GARDEN ELEVATIONS

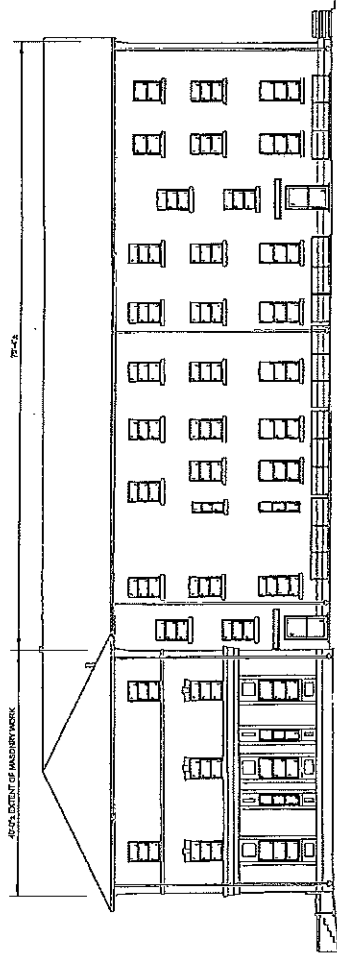
PHASE II

THE DIOCESE OF SCRANTON
ST. PETER'S CATHEDRAL, RECTORY, & CHANCERY
315 WYOMING AVENUE
SCRANTON, PA. 18503
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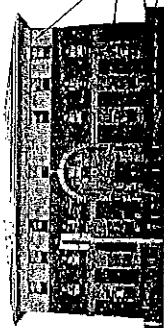
Mark J. Sobeck
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15 South Franklin St.
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Wilkes-Barre, PA 18701
570-829-5777
www.marksobeck.com

B-5

DATE: 3-24-17
DRAWN BY: DMV



IOCESAN
HANCERY
YOMING
VENUE
LEVATION



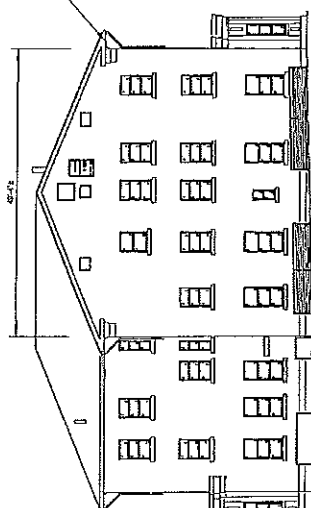
DIOCESAN CHANCERY
LINDEN STREET ELEVATION



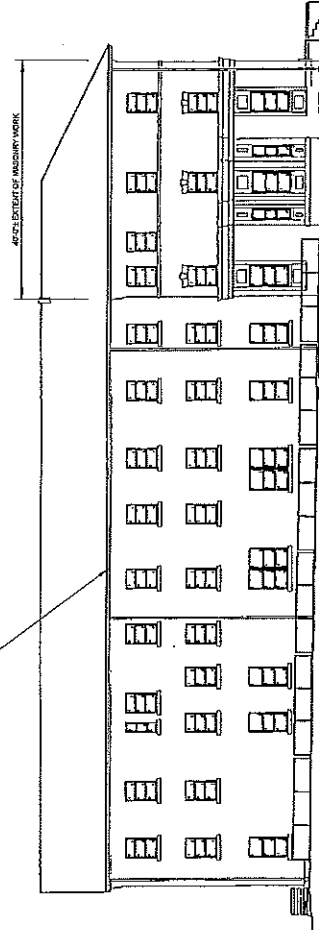
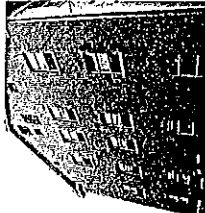
RED POINT/CLEAN BRICK OF ORGANIC MATTER AND EFFLORESCENCE
FOR THE SCOPE OF WORKS AND ATTACHMENTS. TYP. LIMIT WORK TO
FRONT ELEVATION, ENTRY RAMPS AND STEPS.

CLEAN LIMESTONE AND CAST STONE AS PER THE SCOPE OF WORK AND ATTACHMENTS. LIMIT WORK TO FRONT ELEVATION, ENTRY RAMP AND STAIRS. AND SIDE ELEVATIONS AS NOTED.

CLEAN ENTIRE PERIMETER OF WOOD SOFFIT WITH LIGHT
PRESSURE WASHING WITH CLEAN WATER AS PER THE
SCOPE OF WORK, TYPICAL.



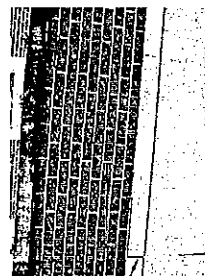
IOCESAN
HANCERY
EAR ELEVATION



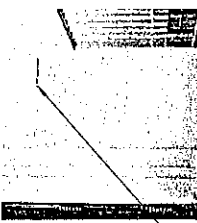
DIOCESAN CHANCERY
PARKING LOT ELEVATION



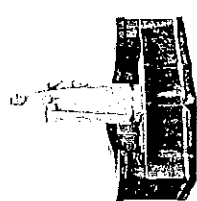
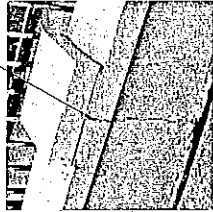
LEAN LUMESTONE AND CAST STONE AS PER THE SCOPE OF WORK AND ATTACHMENTS. LIMIT WORK TO FRONT ELEVATION, ENTRY RAMP AND TSP, AND SIDE ELEVATIONS AS NOTED.



REPOINT/LEAN BRICK, LIMESTONE, CAST STONE OF ORGANIC MATTER
AND EFFLORESCENCE PER THE SCOPE OF WORK AND ATTACHMENTS, TYP.
LUTHERICK TO ENJOY A DAY OF CLEAN, FRESH BATHS AND MORE



CLEAN LIMESTONE AND CAST STONE AS PER THE SCOPE OF WORK AND ATTACHMENTS. LIMIT WORK TO FRONT ELEVATION, ENTRY RAMP AND STEPT, AND SIDE ELEVATIONS AS NOTED.



REPAIR DETERIORATED MASONRY JOINTS AND CLEAN
AS PER THE SCOPE OF WORK AND ATTACHMENT 2.
TYPICAL ENTIRE STATUE BASE, CLEAN PAPER STATUE

PAPAL STATUTE

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

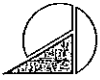
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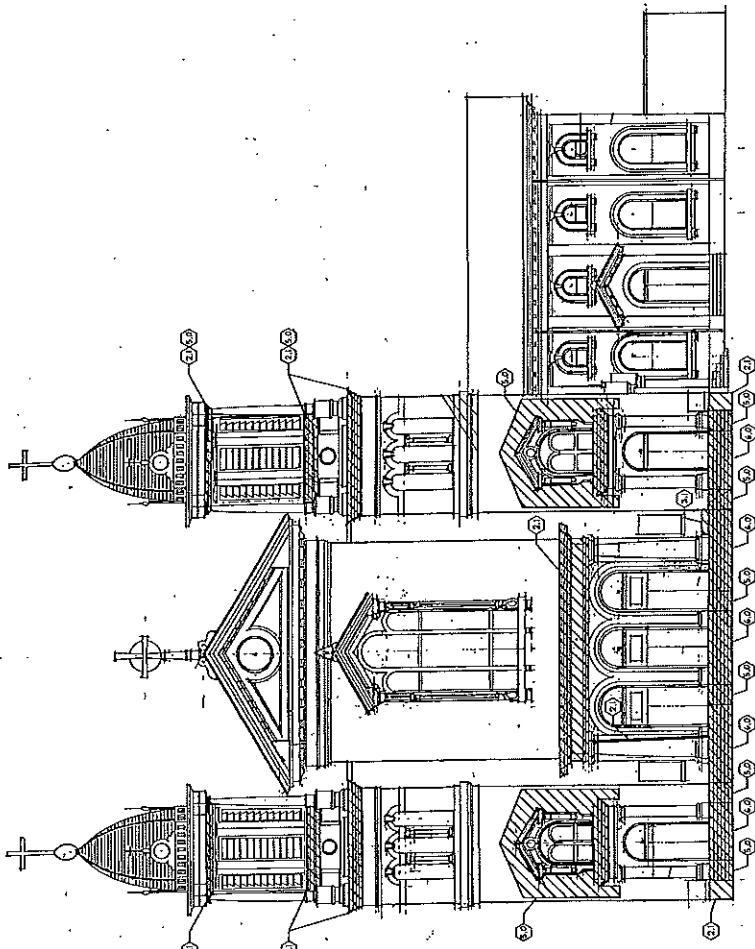
R-6

IS BASED ON PHOTOGRAPHS AND ELECTRONICALLY GENERATED MEASUREMENTS. 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, AND REQUIRE FOOTINGS PRIOR TO BEGINNING AND START OF WORK. WORK AND BID FORM FOR ALTERNATE INSTALLATIONS.

DATE: 3-24-17
DRAWN BY: DMV



O'DONNELL & NACCARATO, INC.
STRUCTURAL ENGINEERS
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

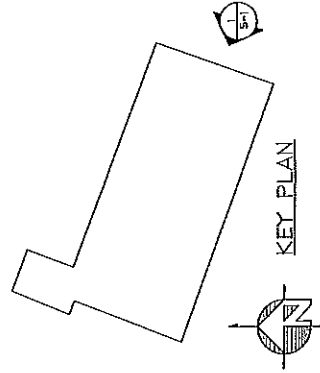
NOTES:
1) ALL EXISTING INFORMATION SHOWN ON THESE DOCUMENTS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES ARE FOUND, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING THEM IMMEDIATELY WITH AS BUILT INFORMATION AND PROVIDE SKETCHES.

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.

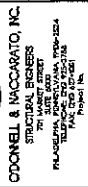
4) SEE DRAWING S-7 FOR REPAIR DETAILS.

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



03/24/2017
ISSUED FOR BID

Project	ST. PETER'S CATHEDRAL & RECTORY FACADES
Client	CATHEDRAL EAST ELEVATION
Design	ARCHITECT
Drawn	DATE
Scale	PROJECT
Notes	ADDITIONAL
Sheet	S-1
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 PLASTER
5.0	CLEAN PLASTER
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.

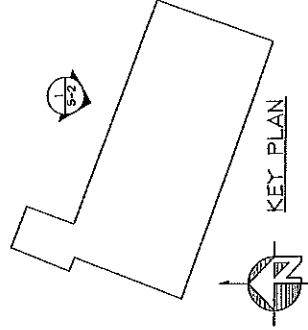
2) REPAIR LOCATIONS & DIMENSIONS ARE FOR GENERAL REFERENCE ONLY. EXTENT AND LOCATION OF REPAIRS MAY VARY FROM WHAT IS SHOWN ON THE DRAWINGS DEPENDING UPON FIELD CONDITIONS.

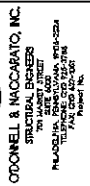
3) INDICATES REPAIR TYPE.

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	REMOVE AND REPLACE BALCONY
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 PLASTER
5.0	CLEAN MASONRY
6.0	REMOVE AND REPLACE BRICK AT STAIRS

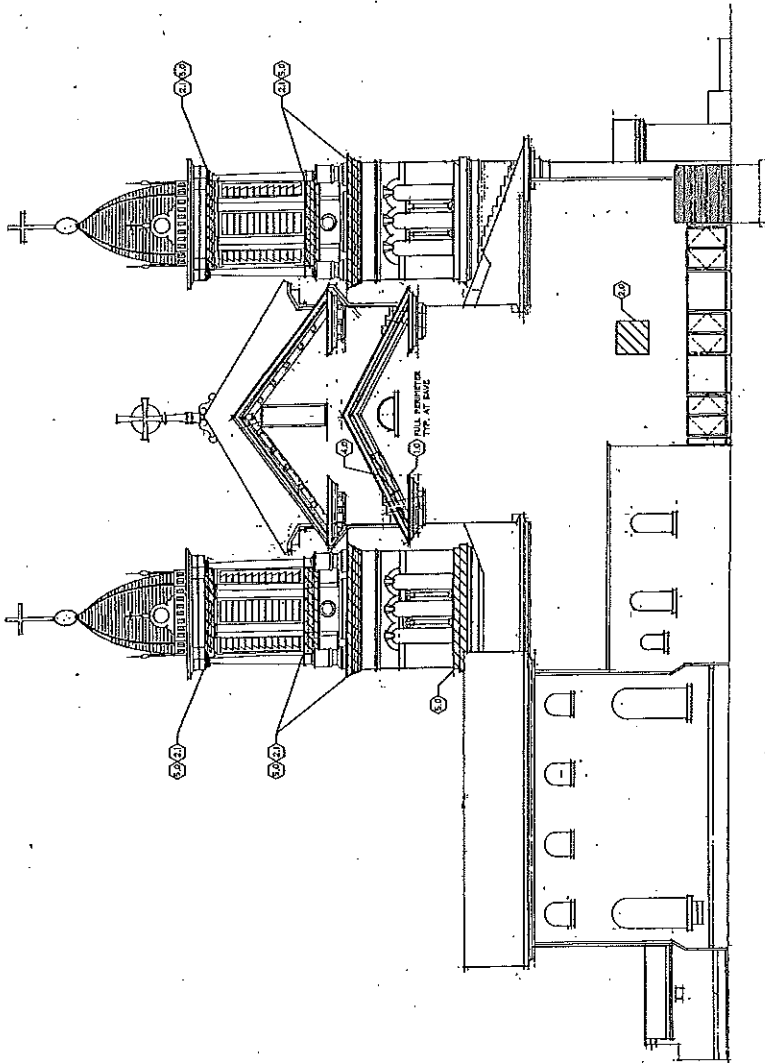
NOTES:
1) ALL EXISTING INFORMATION SHOWN ON THESE DOCUMENTS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES ARE DISCOVERED PRIOR TO OR DURING CONSTRUCTION, CONTACT ON IMMEDIATELY WITH AS BUILT INFORMATION AND PROVIDE SKETCHES.

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.

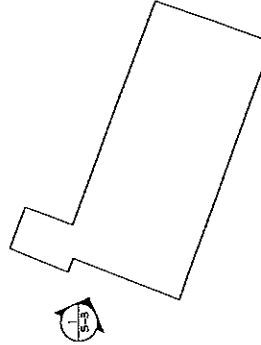
3) INDICATES REPAIR TYPE.

A) SEE DRAWING S-7 FOR REPAIR DETAILS.

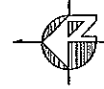
5) ☒ INDICATES APPROX. EXTENT OF REPAIR.

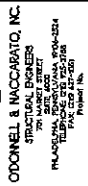


WEST ELEVATION
SCALE: N.T.S.



KEY PLAN

03/24/2017
ISSUED FOR BID[illegible]



REPAIR LEGEND	
ITEM	DESCRIPTION
1.0	REMOVE AND REPLACE SILLANT
2.0	REPOINT BRICK MASONRY PORTAL JOINTS
2.1	REPOINT STONE MASONRY PORTAL JOINTS
2.2	REPAIR STONE CRACKS
3.1	REPAIR SPALLED STONE
4.0	REPLACE MOOD PAVING
5.0	CLEAN MASONRY
6.0	REMOVE AND REPLACE BRICK JOINTS AT STAIRS

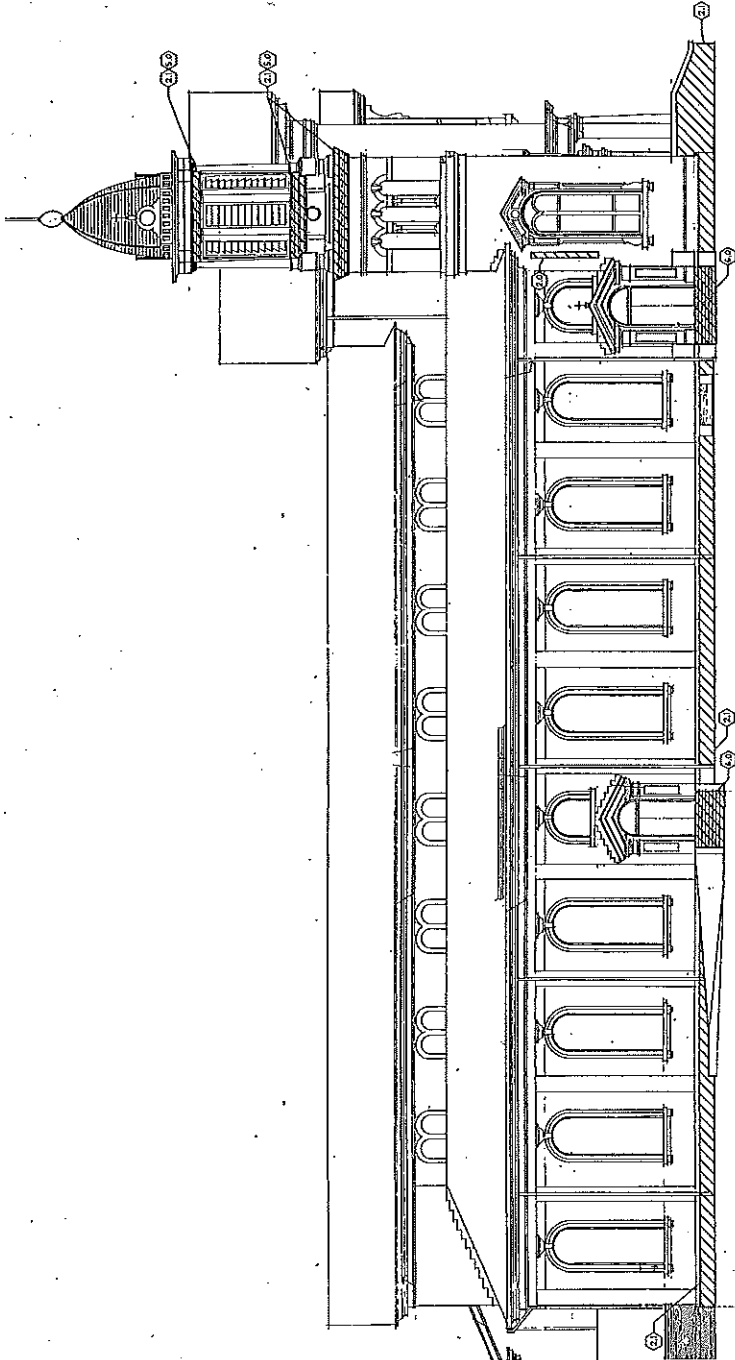
NOTES:
1) ALL EXISTING INFORMATION SHOWN ON THESE DOCUMENTS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES ARE DISCOVERED PRIOR TO OR DURING CONSTRUCTION, CONTACT ON IMMEDIATELY WITH AS BUILT INFORMATION AND PROVIDE SKETCHES.

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.

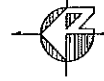
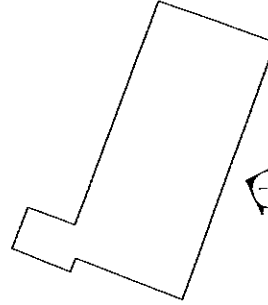
3)  INDICATES REPAIR TYPE.

4) SEE DRAWING S-7 FOR REPAIR DETAILS.

b) ☒ INDICATES APPROX. EXTENT OF REPAIR.



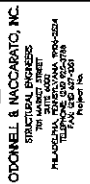
① SOUTH ELEVATION
S-A SCALE: N.T.S.



KEY PLAN

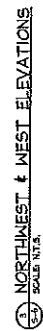
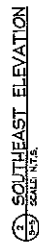
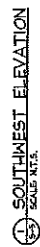
03/24/2017
ISSUED FOR BID

Drawn	Checked	Sheet
10/24/00	02/24/01	5-4
By: JAC	Date	
10/24/00	02/24/01	
Project	Project	
Code	Code	
NTS	NTS	
4 of 7		

[illegible]

Project ST. PETER'S
CATHEDRAL
RECTORY
FACADES

Drawing	RECTORY SOUTHWEST, SOUTHEAST & NORTH- WEST ELEVATIONS		Sheet
	Designed JAC	Checked GJL/MT	S-5 5 of 7
	Drawn: APL	Date: GJL/MT	
	Scale: N.T.S.	Project: 42255000100	



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, 1/2" 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.

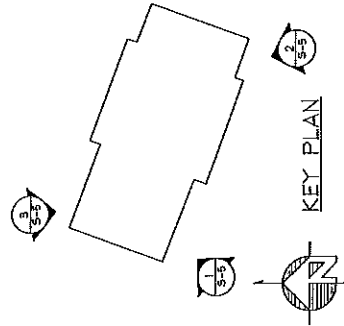
2) REPAIR LOCATIONS & DIMENSIONS ARE FOR GENERAL REFERENCE ONLY. EXTENT AND LOCATION OF REPAIRS MAY VARY FROM WHAT IS SHOWN ON THE DRAWINGS DEPENDING UPON FIELD CONDITIONS.

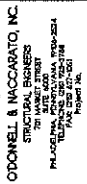
3) INDICATES REPAIR TYPE.

3) INDICATED REPAIR (T.E.);
4) SEE DRAWING S-7 FOR REPAIR DETAILS.

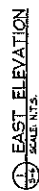
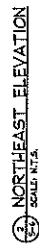
4) SEE DRAWING S-7 FOR REPAIR DETAILS.

5) INDICATES APPROX. EXTENT OF REPAIR.

03/24/2017
ISSUED FOR BID



Revisions	Date	Description	Project	Drawn	CHECKED	DATE	SHEET
			ST. PETER'S CATHEDRAL & RECTORY FACADES				9-6
			DRAWING EAST & NORTHEAST ELEVATIONS				6 OF 7



REPAIR LEGEND	
ITEM	DESCRIPTION
19	REMOVE AND REPLACE SEALANT
20	REPOINT BRICK MASONRY, PORTLAND JOINTS
21	REPOINT STONE MASONRY PORTLAND JOINTS
30	REPAIR STONE CRACK
31	REPAIR SPALLED STONE
40	REPAIR MORTAR FASCHA
50	CLEAN MASONRY

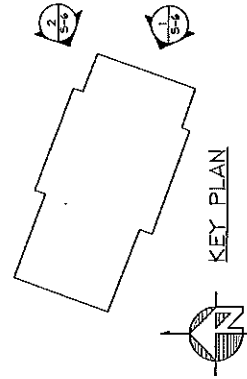
NOTES:
 (1) ALL EXISTING INFORMATION SHOWN ON THESE DOCUMENTS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. IF DISCREPANCIES ARE DISCOVERED PRIOR TO OR DURING CONSTRUCTION, CONTACT ON IMMEDIATELY WITH AS BUILT INFORMATION AND PROVIDE SKETCHES.

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3) INDICATES REPAIR TYPE

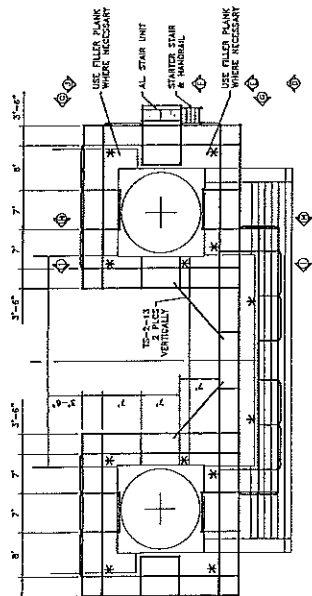
4) SEE DRAWING S-7 FOR REPAIR DETAILS.

S) ☒ INDICATES APPROX. EXTENT OF REPAIR.

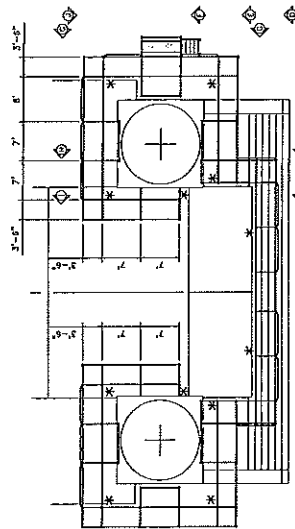


KEY PLAN

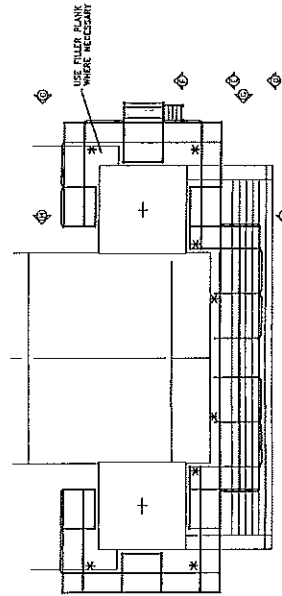
03/24/2017
ISSUED FOR BID



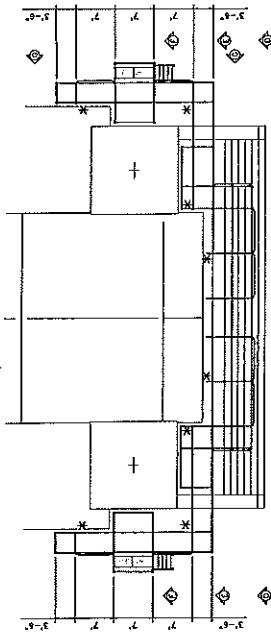
PLAN VIEW



SECTION A-A



SECTION B-B



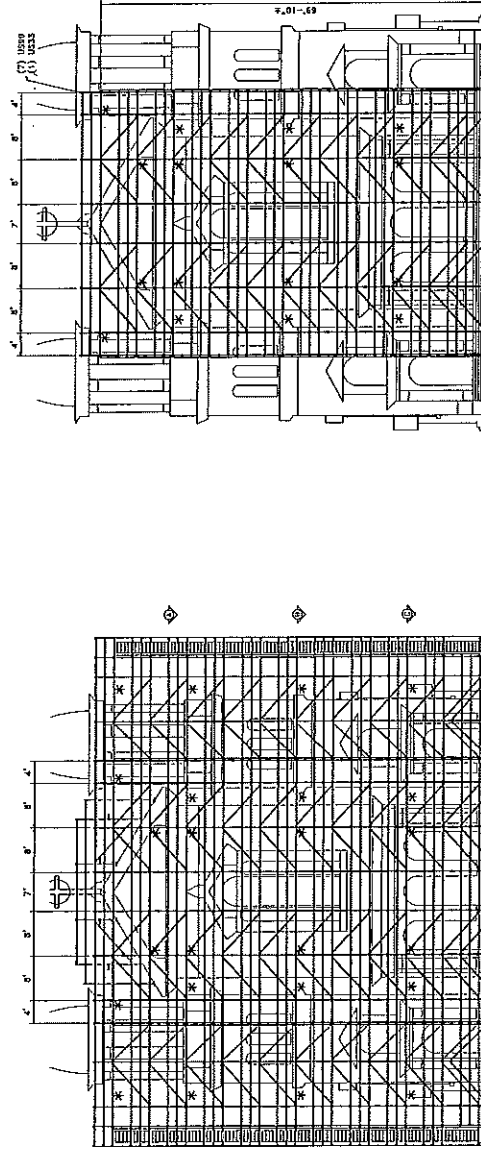
SECTION C-C

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:

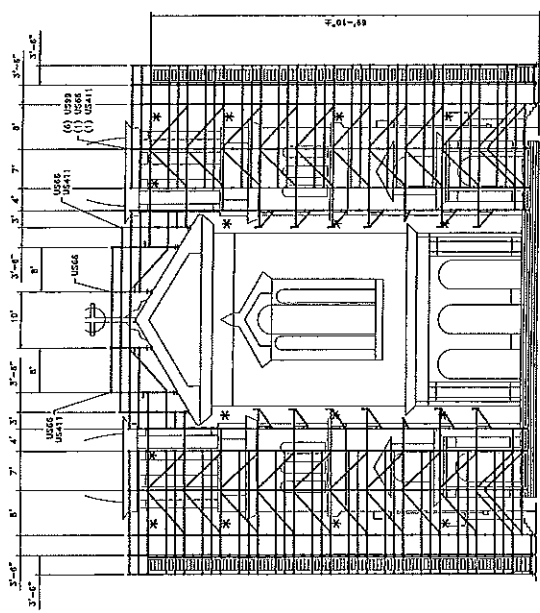
- ALL SCAFFOLD, ERECTION, MOVED, DISMANTLED, AND RE-ERECTED SCAFFOLDING SHALL BE DONE AT TENANT'S RISK AND SHALL BE THE RESPONSIBILITY OF THE TENANT.
- STRUCTURAL MANUFACTURING CORP. IS NOT RESPONSIBLE FOR THE INTEGRITY OF THE EXISTING STRUCTURE.
- 4" x 8" INDICATES WALL THE LOCATIONS / ELEVATIONS.

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

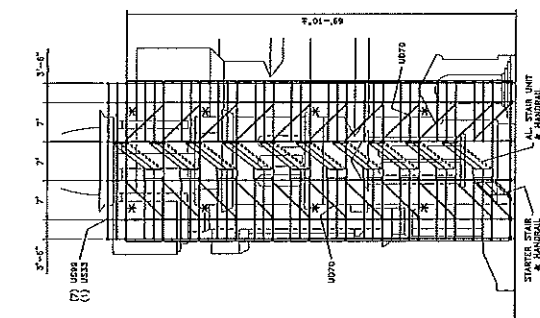
THIS DRAWING IS FOR PROPOSED SCAFFOLD LAYOUT ONLY. THIS DRAWING MUST NOT BE USED FOR CONSTRUCTION OF SCAFFOLDING.

UNIVERSAL MANUFACTURING
ST. PETERSBURG, FLORIDA
ST. PETERSBURG, FLORIDA

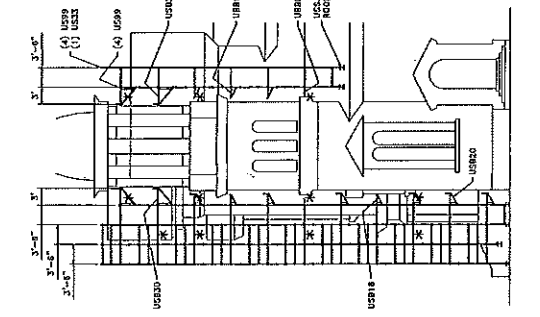
DATE: 11/17/17
BY: J. L. JONES
CHECKED: J. L. JONES
APPROVED: J. L. JONES



SECTION E-E



SECTION C-C



SECTION H-H

