

AGENDA
REGULAR MEETING OF COUNCIL
June 29, 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 CONTROLLER'S REPORT FOR MONTH ENDING MAY 31, 2017.

[Controller's Report 5-31-17.pdf](#)
 - 3.B TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD JUNE 6, 2017.

[Tax Assessor's Results Report for 6-06-17.pdf](#)
 - 3.C TAX ASSESSOR'S REPORT FOR HEARING DATE HELD JUNE 28, 2017.

[Tax Assessor's Report for 6-28-17.pdf](#)
 - 3.D CHECK RECEIVED IN THE AMOUNT OF \$61,797.13 FROM THE SCRANTON HOUSING AUTHORITY, WHICH IS PAYMENT IN LIEU OF TAXES FOR THE CITY OF SCRANTON.

[Scranton Housing Authority PILOT 6-16-17.pdf](#)
 - 3.E MINUTES OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY'S REGULAR MEETING HELD MAY 18, 2017.

[Scranton Lacka Health & Welfare Authority Meeting 5-18-17.pdf](#)

- 3.F SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY'S COMBINED FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2016 AND INDEPENDENT AUDITORS' REPORT.

[Scranton Lackawanna Health & Welfare Authority Financial Statements 12-31-16.pdf](#)

- 3.G MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD MAY 17, 2017.

[Firefighters Pension Commission Meeting 5-17-17.pdf](#)

- 3.H MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD MAY 17, 2017.

[Non-Uniform Municipal Pension Board Minutes 5-17-17.pdf](#)

- 3.I MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD MAY 17, 2017.

[Scranton Police Pension Commission Meeting 5-17-2017.pdf](#)

- 3.J MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD MAY 17, 2017.

[Composite Pension Board Minutes 5-17-17.pdf](#)

- 3.K AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD JUNE 21, 2017.

[Agenda for Non-Uniform Municipal Pension Board 6-21-17.pdf](#)

- 3.L MINUTES OF THE SOLID WASTE ADVISORY COMMITTEE MEETINGS FOR NOVEMBER 29, 2016, JANUARY 31, 2017, FEBRUARY 28, 2017, MARCH 28, 2017 AND APRIL 25, 2017.

[Solid Waste Advisory Committee Meeting Minutes 11-29-16, 1-31-17, 2-28-17, 3-28-17 and 4-25-17.pdf](#)

4. CITIZENS PARTICIPATION

5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:

5.A MOTIONS

- 5.B FOR INTRODUCTION – AN ORDINANCE – APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY SCANLON, INC. T/D/B/A AS DUNMORE BREW HOUSE, 1400 WHEELER AVENUE, DUNMORE, LACKAWANNA COUNTY, PENNSYLVANIA, LICENSE NO. R-1172 TO NEPALI KITCHEN, LLC FOR USE AT 732 PROSPECT AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD.

[Ordinance-2017 Transfer Liquor License to Nepali Kitchen.pdf](#)

- 5.C FOR INTRODUCTION – AN ORDINANCE – APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY JOAN HUDAK T/D/B/A SEVEN SISTERS TAVERN, 814 SUSQUEHANNA AVENUE, OLYPHANT, LACKAWANNA COUNTY, PENNSYLVANIA, LICENSE NO. R-3527 TO CFM BEER BRICK, LLC FOR USE AT 337 WEST MARKET STREET, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD.

[Ordinance-2017 Transfer Liquor License to CFM Beer Brick LLC.pdf](#)

- 5.D FOR INTRODUCTION – AN ORDINANCE – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-ONE MILLION DOLLARS (\$41,000,000)...

[Ordinance-2017 General Obligation Bonds \\$41 million.pdf](#)

- 5.E FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING THE MAYOR AND

OTHER APPROPRIATE CITY OFFICIALS TO REALLOCATE A PORTION OF THE PROCEEDS FROM THE SALE OF THE SCRANTON SEWER AUTHORITY TO REFUND AND REFINANCE THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES B OF 2003; AND REFUND THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES C AND D OF 2003.

[Ordinance-2017 Reallocate Portion of SSA Sale to Bonds from 2003.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL ENCROACHMENT PERMIT TO ANOTHER TIME RESTAURANT, LLC D/B/A AV RESTAURANT TO OPERATE OUTDOOR SEATING IN FRONT OF ITS RESTAURANT AT 320-322 PENN AVENUE, SCRANTON, PENNSYLVANIA.

[Resolution-2017 Grant Special Encroachment Permit to AV Restaurant Penn Avenue.pdf](#)

- 5.G FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION FOR THE PURPOSE OF IMPLEMENTATION OF A MULTI-MUNICIPAL COMPREHENSIVE PLAN BY THE CITY OF SCRANTON AND THE ADJACENT MUNICIPALITIES OF THE BOROUGH OF CLARKS GREEN, CLARKS SUMMIT, DALTON, DUNMORE AND THE TOWNSHIPS OF GLENBURN, NEWTON, SOUTH ABINGTON, WAVERLY, AND WEST ABINGTON.

[Resolution-2017 Amendment to Intergovernmental Cooperation Agreement SAPA.pdf](#)

- 5.H FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE COUNTY OF LACKAWANNA TO MAKE APPLICATION FOR A GRANT ON BEHALF OF THE CITY OF SCRANTON AS A PARTICIPANT IN THE SCRANTON-ABINGTONS PLANNING ASSOCIATION.

[Resolution-2017 Grant Application as Participant in SAPA.pdf](#)

- 5.I FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (“PENNDOT”) APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR THE

INSTALLATION OF THE SOLAR POWERED TWO SIDED RECTANGULAR RAPID FLASHING BEACON SYSTEM, NEW CROSSWALK AND SIGNING. THE LACKAWANNA HERITAGE VALLEY AUTHORITY (LHVA) PLANS TO HAVE THESE INSTALLED AS PART OF THEIR SAFETY IMPROVEMENT PROJECT ALONG BROADWAY STREET AND LACKAWANNA RIVER HERITAGE TRAIL INTERSECTION.

[Resolution-2017 Authorizing DPW Director to Sign Traffic Signal App for LHVA.pdf](#)

- 5.J FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH JAMES MORAN BY AND THROUGH EXCEPTIONAL PAYMENTS D/B/A RENTALORDINANCE.COM TO ASSIST THE DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS WITH THE CITY OF SCRANTON RENTAL REGISTRATION DATABASE COMPILATION AND MANAGEMENT PROGRAM FOR A THREE (3) YEAR PERIOD FROM THE DATE OF EXECUTION WITH AN OPTION FOR A ONE (1) YEAR RENEWAL EXTENSION.

[Resolution-2017 Contract with James Moran Rental Ordinance.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - FILE OF THE COUNCIL NO. 104, 2017 - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT ON BEHALF OF THE CITY OF SCRANTON THIS QUITCLAIM DEED CONVEYING TITLE TO THE CITY OF SCRANTON, THE FORMER CSM SAMUEL P. SERRENTI U.S. ARMY RESERVE CENTER (USARC) LOCATED AT 1801 PINE STREET, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA 18510 AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

[Ordinance-2017 Conveying Title of Serrenti Army Reserve Center](#)

[to City.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - FILE OF THE COUNCIL NO. 105, 2017 - AN ORDINANCE - AMENDING THE ADMINISTRATIVE CODE OF THE CITY OF SCRANTON CHAPTER 439 VEHICLES AND TRAFFIC, ARTICLE VI: RESIDENTIAL PARKING PERMIT PROGRAM, BY MAKING CHANGES AND ADDITIONS TO SECTIONS 439-68. PERMIT APPLICATION, SECTION 439-69. RESPONSIBILITY OF PERMIT HOLDER, SECTION 439-70. DUTIES OF THE ADMINISTRATOR, FEE, AND SECTION 439-71. VIOLATIONS AND PENALTIES, IN ORDER TO BRING THE CODE UP TO DATE.

[Ordinance-2017 Amending Administrative Code Residential Parking Permit Program.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 167, 2017 - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH KUHARCHIK CONSTRUCTION FOR THE CITY OF SCRANTON TRAFFIC SIGNAL REPLACEMENT AT NORTH MAIN AVENUE AND PARKER STREET.

[Resolution-2017 Contract with Kuharchik Construction for Traffic Signal at Parker & Main.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 168, 2017 - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH WITMER PUBLIC SAFETY GROUP, INC. D/B/A/ OFFICER STORE FOR 2017 AMMUNITION FOR THE CITY OF SCRANTON POLICE DEPARTMENT.

[Resolution-2017 Contract with Witmer Public Safety for Ammunition for SPD.pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 169, 2017 - A RESOLUTION - APPOINTMENT OF GOPAL

B. PATEL, 939 QUINCY AVENUE, SCRANTON, PA 18510 AS A MEMBER OF THE BOARD OF THE SCRANTON SEWER AUTHORITY EFFECTIVE JUNE 7, 2017. MR. PATEL WILL BE REPLACING PATRICK J. HUGHES WHO RESIGNED MAY 15, 2017. MR. PATEL WILL FILL THE UNEXPIRED TERM OF PATRICK J. HUGHES, WHOSE TERM IS SCHEDULED TO EXPIRE ON JANUARY 4, 2022.

[Resolution-2017 Appointment of Gopal P. Patel to Scranton Sewer Authority.pdf](#)

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 170, 2017 - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO EXECUTE AND ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE CITY OF SCRANTON CLERICAL WORKERS AND LOCAL LODGE NO. 2462 AFFILIATED WITH DISTRICT 1 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF A MEMORANDUM OF UNDERSTANDING WITH AN EFFECTIVE DATE OF JANUARY 1, 2016 AND RATIFIED BY THE MEMBERSHIP.

[Resolution-2017 Collective Bargaining Agreement with Clerical Workers.pdf](#)

- 7.G FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 171, 2017 - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A SERVICE AGREEMENT BY AND BETWEEN MEDTRAK SERVICES, LLC, A MISSOURI LIMITED LIABILITY COMPANY ("MEDTRAK") AND THE CITY OF SCRANTON ("CLIENT") TO PROVIDE PHARMACY BENEFIT MANAGEMENT SERVICES.

[Resolution-2017 Agreement with Medtrak for Pharmacy Benefit Management Services.pdf](#)

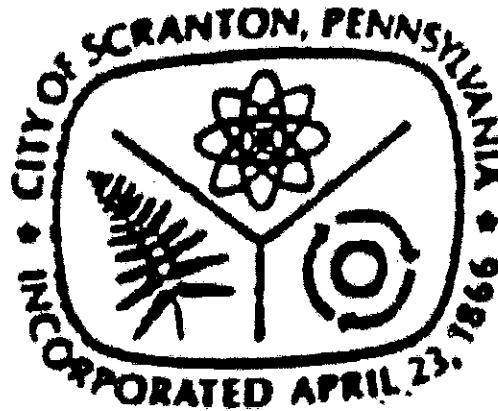
8. ADJOURNMENT

**CITY OF SCRANTON
PENNSYLVANIA**

RECEIVED

JUN 15 2017

OFFICE OF CITY
COUNCIL/CITY CLERK



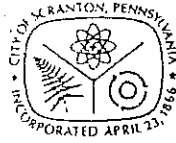
**OFFICE OF THE CITY CONTROLLER
AND BUREAU OF INVESTIGATIONS**

**ROSEANN NOVEMBRINO
CITY CONTROLLER**

**CONTROLLER'S REPORT
FOR THE MONTH ENDING
MAY 31, 2017**

City of Scranton
Pennsylvania

Roseann Novembrino
City Controller
Municipal Building
Scranton, Pennsylvania 18503
(570) 348-4125



Office of the City Controller
and Bureau of Investigations

June 15, 2017

The Honorable Mayor William L. Courtright
And
The Honorable City Council
Municipal Building
Scranton, Pa 18503

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of May, 2017.

The first section of this report includes a summary of the General Fund Activities for the month as well as a year to date revenue summary. The second section contains a detailed listing of the purchases in all departments for the period. Both sections are the end result of the review, authoritative approval, and audit procedures applicable to each section. This reflects the Controller's integral part of the internal control environment and the application of those independent audit techniques designed to provide improvement within the system and/or identify irregularities.

Rather than traditional audit reports which outline the results of an examination performed on a particular schedule within the calendar cycle, this department applies audit reviews on a daily, bi-weekly and monthly basis. Audit procedures were applied to the following financial applications which are an integral part of or have a direct impact on this report; all cash receipts flowing through the Treasurer's Office, all bank account reconciliations, Capital Budget reviews, Operating budget review/monthly reconciliation, payroll review and reconciliation, and voucher/requisition order review/authorization. Any item considered reportable would have been detailed later in this report (page 2).

This report is presented for your review. All figures are accurate as of this date but are subject to change due to subsequent postings by the Business Administration Department. Any such posting will be accounted for within the next monthly report from this department.

Sincerely,

Roseann Novembrino

Roseann Novembrino
City Controller

**CITY OF SCRANTON
GENERAL FUND EXPENDITURES
MONTH OF MAY 2017**

CODE #	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 9,783.46
11	Public Safety	-
20	City Council	26,134.05
30	Controller	18,364.72
40	Business Administration	1,371,587.68
41	Bureau of Human Resources	31,930.49
42	Bureau of Information Technology	20,348.69
43	Treasurer	8,228.63
51	Inspections and Licenses	58,706.08
60	Law	44,661.92
71	Police	1,552,841.44
75	Traffic Maintenance	-
78	Fire	1,406,259.25
80	Public Works	300,873.65
81	Engineering	15,212.48
82	Buildings	85,027.63
83	Highways	177,110.87
84	Refuse	290,051.02
85	Garages	85,029.31
90	Single Tax Office	75,018.84
100	Parks and Recreations	47,052.85
341	Fiscal Activities	-
501	O.C.E.D.	-
TOTAL DEPARTMENTAL:		\$ 5,624,223.06
NON DEPARTMENTAL		
1000	Boards and Commissions	\$ 23,459.97
1100	Utilities	-
1300	Contingency	-
1500	Special Items	570,248.41
1600	Unpaid Bills	7,794.49
1700	Grants and Contributions	-
1900	Special Items (Non Add)	-
TOTAL NON DEPARTMENTAL:		\$ 601,502.87
GRAND TOTAL:		\$ 6,225,725.93

**CITY OF SCRANTON
GENERAL FUND REVENUE REPORT
FOR THE MONTH OF MAY 2017**

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	2,712,689.41
302	Landfill and Refuse Fees	2,124,478.77
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	7,689,725.78
319	Penalties and Interest (Delinquent Taxes)	23,312.32
320	Licenses and Permits	248,616.03
330	Fines and Forfeitures	-
331	Police Fines and Violations	38,214.44
341	Interest Earnings	2,599.26
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	142,155.48
359	Local Governments (Payments in Lieu)	-
360	Departmental Earnings	15,671.05
367	Recreational Departments	4,393.75
380	Cable TV and Miscellaneous Revenue	271,101.89
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
TOTAL		\$ 13,273,458.18
*Non Add		
MONTH TO DATE:		
	Revenues To May 2017	\$ 63,625,114.45
	Expenditures To May 2017	56,789,785.68
	NET:	\$ 6,835,328.77

CITY OF SCRANTON
MAY 31, 2017
GENERAL FUND REVENUE REPORT
YEAR TO DATE

CODE #	FUND SOURCE	ESTIMATED	REALIZED	UN-REALIZED
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	34,273,286.91	24,902,600.78	9,370,686.13
302	Landfill and Refuse Fees	7,662,500.00	4,664,186.85	2,998,313.15
304	Utility Tax	68,000.00	-	68,000.00
305	Non-Resident Tax	460,000.00	-	460,000.00
310	Local Taxes (Act 511)	37,329,174.91	16,770,521.36	20,558,653.55
319	Penalties and Interest (Delinquent Taxes)	132,100.00	66,037.42	66,062.58
320	Licenses and Permits	2,356,700.00	850,523.38	1,506,176.62
330	Fines and Forfeitures	100.00	-	100.00
331	Police Fines and Violations	478,250.00	175,960.08	302,289.92
341	Interest Earnings	10,000.00	19,236.72	(9,236.72)
342	Rents and Concessions	5,000.00	2,000.00	3,000.00
350	Inter-Government-Revenue Reimbursements	4,298,246.00	234,050.44	4,064,195.56
359	Local Government (Payments in Lieu)	219,864.75	-	219,864.75
360	Departmental Earnings	579,692.00	92,310.05	487,381.95
367	Recreational Departments	52,500.00	25,793.00	26,707.00
380	Cable TV and Miscellaneous Revenues	1,396,500.00	3,071,894.37	(1,675,394.37)
392	Interfund Transfers	5,942,007.72	-	5,942,007.72
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,750,000.00	-
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
TOTALS		\$ 108,013,922.29	\$ 63,625,114.45	\$ 44,388,807.84

PURCHASE ORDER REPORT

MONTH ENDING MAY 31, 2017

ACCOUNT BALANCES AS OF MAY 31, 2017

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	MAY, 2017 ACTIVITY	ENDING BAL.
OFFICE OF THE MAYOR				
0101000000 4270 DUES & SUBSCRIPTIONS	22,500.00	0.00		0.00
0101000000 4290 STATIONERY / OFFICE SUPPLIES	150.00	150.00		150.00
0101000000 4420 TRAVEL & LODGING	500.00	173.30		173.30
DEPARTMENT OF PUBLIC SAFETY POLICE BUREAU				
0101100071 4201 PROFESSIONAL SERVICES PORTER LEE CORPORATION UNITED PUBLIC SAFETY T-MOBILE USA INC PA DEPARTMENT OF ENVIRONMENTAL PROTECTION	15,000.00	12,125.50	1,089.00 327.13 102.00 450.00	10,157.37
0101100071 4210 SERVICES & MAINTENANCE FEE LEXISNEXIS RISK DATA MANAGEMENT PENNSYLVANIA CHIEFS OF POLICE	64,500.00	18,733.48	200.00 6,500.00	12,033.48
0101100071 4270 DUES & SUBSCRIPTIONS	3,100.00	885.00		885.00
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED PERSONNEL EVALUATION, INC.	2,500.00	2,384.70	20.00	2,364.70
0101100071 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	2,500.00	415.25	(89.97) 89.97	415.25
0101100071 4380 GUNS / AMMUNITION	22,500.00	22,500.00		22,500.00
0101100071 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD NATIONAL LAW ENFORCEMENT SUPPLY DUPLI CRAFT PRINTING, INC. STARR UNIFORMS	20,000.00	10,652.40	(4,396.31) 15.50 3,581.81 797.35 249.96	10,404.09

DEPARTMENT / ACCOUNT	2017 BUDGET	MAY, 2017	
		BEGINNING BAL	ENDING BAL.
0101100071 4420 TRAVEL & LODGING	3,500.00	8.14	8.14
0101100071 4470 TRAINING & CERTIFICATION			
ENCUMBERED: PREVIOUS PERIOD		7,851.26	(15,980.00)
ENCUMBERED: CURRENT PERIOD	45,000.00		15,980.00
CROWN PLAZA PHILADELPHIA			630.00
BACHMAN, RICHARD			20.00
INDUSTRIAL ELECTRONICS, INC.			186.13
THOMAS, GLENN, LT			40.00
NAMIOTKA, LEONARD, LT			155.48
HAMPTON INN WILLIAMSPORT			991.90
SOUTHERN TIER POLICE			975.00
CARROLL, STEVE			136.05
DARTDRONES			1,000.00
GARVEY, TODD			91.85
			3,624.85
0101100071 4550 CAPITAL EXPENDITURES	190,000.00	20,110.93	
ENCUMBERED: PREVIOUS PERIOD			(169,889.07)
ENCUMBERED: CURRENT PERIOD			67,860.00
KOVATCH FORD, INC.			102,029.07
			20,110.93
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,750.00	2,822.17	
ENCUMBERED: PREVIOUS PERIOD			(4,921.33)
ENCUMBERED: CURRENT PERIOD			4,921.33
			2,822.17
0101100071 6003 SPCA - ANIMAL CONTROL	86,976.00	26,407.12	
SPRINGBOOK KENNELS			2,800.00
			23,607.12
FIRE BUREAU:			
0101100078 4201 PROFESSIONAL SERVICES	25,000.00	22,008.75	22,008.75
0101100078 4210 SERVICE & MAINTENANCE FEE	45,000.00	42,189.47	42,189.47
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	500.00	500.00
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	5,000.00	4,388.83	4,388.83
0101100078 4390 MATERIALS / SUPPLIES (MISC)	7,250.00	1,602.42	1,602.42
0101100078 4420 TRAVEL & LODGING	1,000.00	556.21	556.21

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MAY, 2017 ACTIVITY	ENDING BAL
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	6,000.00		6,000.00
0101100078 4470 TRAINING & CERTIFICATION				
BUCKS COUNTY COMMUNITY COLLEGE		70,399.51	4,000.00	
HARRISBURG AREA COMMUNITY COLLEGE			3,975.00	
WOOD, ANTHONY			125.00	
LACKAWANNA COLLEGE			8,500.00	
SAMUEL, ALBERT			2,197.09	
LUCAS, CHRISTOPHER			705.65	
IRWIN, THOMAS			3,117.22	47,779.55
0101100078 4550 CAPITAL EXPENDITURES				
HIGHLAND ASSOCIATES	1,530,000.00	1,505,133.75	5,000.00	1,500,133.75
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT				
	4,000.00	853.50		853.50
0101100078 4575 MAINTENANCE-EQUIPMENT				
	1,000.00	1,000.00		1,000.00
0101100078 4580 GENERAL EQUIPMENT				
LUCAS, ALLEN	70,000.00	55,638.71	449.98	
GLEN SUMMIT SPRINGS WATER			12.15	
CINTAS FAS LOCKBOX 636525			508.99	
WITMER ASSOCIATES, INC.			2,694.75	
SCRANTON PRINTING CO.			1,170.00	
C. G. CUSTOM TRUCKS			302.51	
LOWE'S			489.78	
ESI EQUIPMENT, INC.			363.40	
DUNMORE APPLIANCE, INC			384.00	
S & S TOOLS & SUPPLIES			31.09	
				49,232.06
OFFICE OF THE CITY CLERK / CITY COUNCIL				
0102000000 4201 PROFESSIONAL SERVICES				
BUDGET TRANSFER TO: 0102000000 4230	41,000.00	36,692.83	1,930.15	
GLOBE DIGITAL BUSINESS SERVICES			150.00	
EDM AMERICAS INC.			230.99	
NARDOZZI, CATHENE			285.00	
				34,096.69
0102000000 4210 SERVICES & MAINTENANCE FEE				
	9,700.00	100.00		100.00
0102000000 4230 PRINTING & BINDING				
BUDGET TRANSFER FROM: 0102000000 4201	5,000.00	4,467.00	(1,930.15)	
GENERAL CODE PUBLISHERS			6,397.15	
				0.00

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	MAY, 2017 ACTIVITY	ENDING BAL.
0102000000 4250 ADVERTISING SCRANTON TIMES	21,500.00	11,124.50	1,551.50	9,573.00
0102000000 4290 STATIONERY / OFFICE SUPPLIES STAPLES BUSINESS ADVANTAGE	500.00	277.71	71.38	206.33
CITY CONTROLLER				
0103000000 4201 PROFESSIONAL SERVICES	40,000.00	39,000.00		39,000.00
0103000000 4240 POSTAGE & FREIGHT	100.00	100.00		100.00
0103000000 4270 DUES & SUBSCRIPTIONS	200.00	18.00		18.00
0103000000 4290 STATIONERY / OFFICE SUPPLIES	200.00	144.55		144.55
BUSINESS ADMINISTRATION DEPARTMENT ADMINISTRATION				
0104000000 4201 PROFESSIONAL SERVICES DIGITAL ASSURANCE TURNKEY TAXES 233 GENESEE STREET CORPORATION JOYCE HATALA ASSOCIATES HIGHLAND ASSOCIATES WE PAY PROCESSING CHARGE ECIVIS, INC.	165,000.00	107,238.80	1,250.00 8,530.90 750.00 550.00 266.47 195.00 8,505.00	87,191.43
0104000000 4210 SERVICES & MAINTENANCE FEE GREAT AMERICA FINANCIAL SERVICES	1,500.00	934.04	270.98	563.06
0104000000 4230 PRINTING & BINDING	1,250.00	615.10		615.10
0104000000 4240 POSTAGE & FREIGHT	20,363.00	7,176.05		7,176.05
0104000000 4250 ADVERTISING SCRANTON TIMES	17,250.00	10,591.01	1,002.80	9,588.21
0104000000 4270 DUES & SUBSCRIPTIONS	1,000.00	110.00		110.00

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MAY, 2017 ACTIVITY	ENDING BAL.
0104000040 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD OFFICE DEPOT	9,667.00	4,767.78	(1,747.32) 2,313.64 128.20	4,073.26
0104000040 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	600.00	564.20	29.45	534.75
0104000040 4420 TRAVEL & LODGING BULZONI, DAVE	1,500.00	644.76	560.58	64.18
0104000040 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP PMA COMPANIES, INC. CITY OF SCRANTON	3,323,826.00	1,234,347.00	10,922.00 1,000,000.00	223,425.00
0104000040 6024 BANK FEES AND CHARGES REFUND 2017 TAN FEE PNC MERCHANT FEE APRIL FED WH ON ST. LIGHT CHECK PRINTING CHARGES	4,000.00	(122,838.57)	(390.36) 16.25 10.00 36.90	(122,511.36)
HUMAN RESOURCES:				
0104000041 4201 PROFESSIONAL SERVICES WE PAY PROCESSING CHARGES CONCORDE, INC. P & A GROUP ADMIN SERVICE SHRM MCCONNELL, THOMAS G., JR. COLFESH, RALPH H., JR, ESQUIRE MILLENNIUM ADMINISTRATORS NORTHEASTERN REHABILITATION ASSOCIATION	175,000.00	129,557.79	5,317.75 381.16 359.48 184.00 1,050.00 1,000.00 2,325.00 130.00	118,810.40
0104000041 4290 STATIONARY / OFFICE SUPPLIES	500.00	500.00		500.00
0104000041 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	500.00	333.20	21.95	311.25
0104000041 4420 TRAVEL & LODGING	500.00	500.00		500.00
0104000041 4470 TRAINING & CERTIFICATION	5,000.00	4,273.33		4,273.33

DEPARTMENT / ACCOUNT	2017 BUDGET	MAY, 2017	
		BEGINNING BAL	ENDING BAL.
0104000041 4630 LIABILITY / CASUALTY INSURANCE KNOWLES ASSOCIATES L.L.C. GALLAGHER BASSETT SERVICE ABRAHAMSEN CONABOY & ABRAHAMSEN, PC OLIVER, PRICE & RHODES BRIT GLOBAL SPECIALTY USA	1,050,000.00	339,732.00	(3,950.00) 961.81 754.75 380.00 8,393.74 <u>333,191.70</u>
INFORMATION TECHNOLOGY:			
0104000042 4201 PROFESSIONAL SERVICES	63,250.00	3,267.55	<u>3,267.55</u>
0104000042 4210 SERVICES & MAINTENANCE FEE CDW GOVERNMENT, INC.	77,500.00	66,153.75	4,125.00 <u>62,028.75</u>
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	1,000.00	<u>1,000.00</u>
0104000042 4390 MATERIALS / SUPPLIES (MISC) CDW GOVERNMENT, INC. SWIETNICKI, FRANK	65,000.00	36,565.00	4,040.00 249.76 <u>32,275.24</u>
0104000042 4440 TELEPHONE VERIZON FRONTIER COMMUNICATIONS AT&T MOBILITY COMCAST	145,000.00	109,176.36	153.41 192.34 2,063.88 362.80 <u>106,403.93</u>
0104000042 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00	<u>1,000.00</u>
0104000042 4550 CAPITAL EXPENDITURES	225,000.00	225,000.00	<u>225,000.00</u>
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	50,000.00	50,000.00	<u>50,000.00</u>
TREASURY:			
0104000043 4201 PROFESSIONAL SERVICES	11,250.00	11,250.00	<u>11,250.00</u>
0104000043 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD GLEN SUMMIT SPRINGS WATER	1,000.00	899.75	(68.10) 238.35 11.55 <u>707.95</u>

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MAY, 2017 ACTIVITY	ENDING BAL.
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	1,000.00	1,000.00		1,000.00
0104000043 6001 TAX COLLECTION COMMITTEE EXPENSE	7,257.00	7,257.00		7,257.00
BUREAU OF LICENSES, INSPECTIONS & PERMITS				
LICENSE, INSPECTIONS & PERMITS:				
0105100051 4201 PROFESSIONAL SERVICES SCRANTON NEIGHBORHOOD HOUSING PEREGRINE CORPORATION	25,000.00	25,000.00	4,800.00 7,656.00	12,544.00
0105100051 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: CURRENT PERIOD	1,000.00	947.00	23.19	923.81
0105100051 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		500.00
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	950.00		950.00
0105100051 4550 CAPITAL EXPENDITURES	25,000.00	25,000.00		25,000.00
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00		500.00
0105100051 4590 BUILDING DEMOLITION OECD REIMBURSE	35,000.00	32,500.00	3,440.00	29,060.00
BUREAU OF BUILDINGS:				
0105100082 4201 PROFESSIONAL SERVICES	40,000.00	26,220.00		26,220.00
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE FRIEDMAN ELECTRIC SUPPLY GLECO PAINTS, INC PA DEPARTMENT OF LABOR & INDUSTRY MECHANICAL SERVICE COMPANY CINTAS CORPORATION ROSSI ROOTER LLC AMERICAN JANITOR J. C. EHRlich CO. NORTHEAST ELEVATOR, LLC URBAN ELECTRICAL CONTRACTORS, INC. SMURL, GERALD P. M. ASSOCIATES OVERHEAD DOOR CO. R E MICHEL COMPANY LLC RAYNOR DOOR SALES	175,000.00	135,511.57	85.67 20.99 36.00 5,500.00 332.21 975.00 1,875.21 160.91 392.15 3,360.22 3,503.00 150.00 3,395.00 351.84 285.00	115,088.37

DEPARTMENT / ACCOUNT	2017 BUDGET	MAY, 2017	
		BEGINNING BAL	ENDING BAL
0105100082 4445 SEWER CHARGES	50,000.00	50,000.00	50,000.00
0105100082 4447 UGI - GAS	155,000.00	104,123.66	4,263.19
DIRECT ENERGY BUSINESS			2,858.80
UGI PENN NATURAL GAS			97,001.87
0105100082 4448 PAWC - WATER	385,000.00	272,141.13	23,554.94
PENNSYLVANIA AMERICAN WATER CO.			248,586.19
0105100082 4450 ELECTRICAL	275,000.00	196,559.32	24,499.65
PPL ELECTRIC UTILITIES			172,059.67
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00	1,000.00
LAW DEPARTMENT:			
0106000000 4201 PROFESSIONAL SERVICES	225,000.00	188,749.65	4,681.40
OLIVER, PRICE & RHODES			9,181.43
NOGI APPLETON WEINBERGER & WREN, PC			1,537.50
HUGHES, NICHOLLS & O'HARA			5,215.50
TODD A. JOHNS; ESQUIRE			264.00
FOX ROTHSCHILD LLP			2,508.00
CIPRIANI & WERNER, P.C.			6,957.75
ABRAHAMSEN CONABOY & ABRAHAMSEN, PC			158,404.07
0106000000 4270 DUES & SUBSCRIPTIONS	3,950.00	3,579.00	3,579.00
0106000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	410.02	(89.98)
ENCUMBERED: PREVIOUS PERIOD			86.08
ENCUMBERED: CURRENT PERIOD			413.92
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00	500.00
0106000000 4420 TRAVEL & LODGING	500.00	500.00	500.00
0106000000 4470 TRAINING & CERTIFICATION	500.00	500.00	500.00
0106000000 4550 CAPITAL EXPENDITURES	3,250.00	3,250.00	3,250.00

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MAY, 2017 ACTIVITY	ENDING BAL.
DEPARTMENT OF PUBLIC WORKS				
ADMINISTRATION BUREAU:				
0108000080 4201 PROFESSIONAL SERVICES	7,500.00	7,500.00		<u>7,500.00</u>
0108000080 4210 SERVICES & MAINTENANCE FEE PA ONE CALL SYSTEM, INC.	547.55	133.43	121.82	<u>11.61</u>
0108000080 4570 MAINTENANCE COMMUNICATION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.	16,500.00	12,120.00	1,485.00	<u>10,635.00</u>
0108000080 4576 MAINTENANCE SUPER FUND SIGHT S & S TOOLS & SUPPLIES	16,500.00	15,100.00	61.45	<u>15,038.55</u>
0108000080 5007 FLOOD PROTECTION SYSTEM MAINTENANCE F & S SUPPLY COMPANY, INC. S & S TOOLS & SUPPLIES GLECO PAINTS, INC DUNBAR'S EVERGREEN LANDSCAPING	29,500.00	29,482.03	65.98 251.03 216.76 2,416.67	<u>26,532.59</u>
ENGINEERING BUREAU:				
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES	69,500.00	51,875.00	5,875.00	<u>45,000.00</u>
0108000081 4210 SERVICES & MAINTENANCE FEE	200.00	20.02		<u>20.02</u>
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00		<u>100.00</u>
0108000081 4390 MATERIALS / SUPPLIES (MISC)	100.00	8.19		<u>8.19</u>
0108000081 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		<u>1,000.00</u>
HIGHWAYS BUREAU:				
0108000083 4260 RENTAL VEHICLES & EQUIPMENT BUDGET TRANSFER TO: 0108000084 4490 BUDGET TRANSFER FROM: 0140113090 4299 ENVIRONMENTAL SERVICE CORP. TSE, INC SWIFT FENCE CO. POWELL'S RENTAL	57,500.00	54,582.50	296,895.00 (296,895.00) 2,303.75 375.00 1,675.00 1,300.00	<u>48,928.75</u>

DEPARTMENT / ACCOUNT	2017 BUDGET	MAY, 2017	
		BEGINNING BAL	ENDING BAL
0108000083 4340 CONSTRUCTION - PAVING MATERIAL ENCUMBERED: CURRENT PERIOD DUNMORE MATERIALS KEYSTONE QUARRY, INC.	85,000.00	66,737.34	191.62 18,600.00 1,232.00 <u>46,713.72</u>
0108000083 4350 PAINT / SIGN MATERIAL ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD GENERAL TRAFFIC EQUIPMENT GLECO PAINTS, INC S & S TOOLS & SUPPLIES	12,500.00	8,742.86	(1,082.53) 5,196.14 865.00 367.12 7.50 <u>3,389.83</u>
0108000083 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD CENTRAL CLAY PRODUCTS S & S TOOLS & SUPPLIES LUCCHI, MARK DESTEFANO, ERNEST TUCKER, WILLIAM MESSENGER, MICHAEL	22,500.00	8,792.59	(6,069.67) 6,667.38 931.75 146.33 110.50 110.50 65.00 110.50 <u>6,720.30</u>
0108000083 4410 SALT ENCUMBERED: PREVIOUS PERIOD KEYSTONE QUARRY, INC.	275,000.00	97,709.52	(3,590.89) 3,590.89 <u>97,709.52</u>
0108000083 4460 STREET LIGHTING PPL ELECTRIC UTILITIES	375,000.00	208,421.85	44,276.82 <u>164,145.03</u>
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE	77,500.00	47,000.30	<u>47,000.30</u>
0108000083 4550 CAPITAL EXPENDITURES	814,063.84	814,063.84	<u>814,063.84</u>
REFUSE BUREAU:			
0108000084 4390 MATERIALS / SUPPLIES (MISC) S & S TOOLS & SUPPLIES	750.00	395.30	349.50 <u>45.80</u>
0108000084 4490 LANDFILL BUDGET TRANSFER FROM: 0108000083 4260 KEYSTONE SANITARY LANDFILL	1,344,095.86	677,951.09	(296,895.00) 107,751.50 <u>867,094.59</u>
0108000084 4550 CAPITAL EXPENDITURES ENCUMBERED: CURRENT PERIOD	200,000.00	7,380.00	7,160.00 <u>220.00</u>

DEPARTMENT / ACCOUNT	2017 BUDGET	MAY, 2017		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
GARAGES BUREAU:				
0108000085 4220 CONTRACTED SERVICES	750.00	27.00		27.00
0108000085 4301 GAS, OIL, LUBRICANTS				
ENCUMBERED: CURRENT PERIOD			199.95	
WEX BANK			13,616.87	
D. G. NICHOLAS CO.			1,310.30	
TALLEY PETROLEUM ENTERPRISES INC.			11,799.00	
POWELL'S SALES & SERVICE			22.00	
G & G EXPRESS MARTS, INC.			62.91	
				316,174.35
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE				
ENCUMBERED: PREVIOUS PERIOD		194,040.64	7,370.74	
ENCUMBERED: CURRENT PERIOD			(2,633.83)	
A.I.T. AUTOMOTIVE			1,131.70	
TEREX SERVICES			280.95	
POWELL'S SALES & SERVICE			435.25	
DAILEY RESOURCES			88.50	
FIVE STAR EQUIPMENT CO., INC.			199.46	
FASTENAL COMPANY			268.57	
TRIPLE CITIES ACQUISITIONS, LLC			3,591.60	
AMERICAN FIRE SERVICES			2,994.42	
ELECTRO BATTERY			1,688.00	
LONG LIFE SPRING SERVICE			142.00	
C. G. CUSTOM TRUCKS			1,982.74	
D. G. NICHOLAS CO.			1,622.72	
MARTIN G. SHULDE			240.00	
VULLO MOTORS, INC.			45.00	
DENAPLES AUTO PARTS			4,889.00	
VALLEY TRUCK CENTER, INC.			65.00	
DAVE'S AUTO IGNITION			140.00	
FRP FIRE & RESCUE PRODUCTS			10.52	
PETHICK PAINT SUPPLY			11.00	
WELLER'S LOCK & KEY SERVICE			40.00	
ARTISTIC UPHOLSTERY UNLIMITED			825.00	
WAYNE COUNTY FORD			651.56	
FERRARA FIRE APPARATUS, INC.			67.08	
NAZAR DIESEL, INC.			1,980.75	
				165,912.91
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES				
ENCUMBERED: CURRENT PERIOD	6,500.00	4,234.71	40.49	
S & S TOOLS & SUPPLIES			10.71	
				4,183.51

DEPARTMENT / ACCOUNT	2017 BUDGET	MAY, 2017	
		BEGINNING BAL	ENDING BAL.
0108000085 4390 MATERIALS / SUPPLIES (MISC)	59,500.00	39,206.86	
ENCUMBERED: PREVIOUS PERIOD		(755.54)	
ENCUMBERED: CURRENT PERIOD		883.16	
D. G. NICHOLAS CO.		1,174.82	
C. G. CUSTOM TRUCKS		822.89	
A.I.T. AUTOMOTIVE		374.25	
DAILEY RESOURCES		253.92	
FASTENAL COMPANY		620.86	
PETHICK PAINT SUPPLY		35.50	35,797.00
0108000085 4401 TIRES	109,500.00	81,172.28	
SANDONE TIRE & BATTERY		106.22	81,066.06
0108000085 4901 MAINTENANCE (PREVENTATIVE)	5,000.00	5,000.00	5,000.00
PARKS & RECREATION DEPARTMENT			
0110000000 4280 MISC SERVICES - NON CLASSIFIED	8,950.00	8,950.00	
SCRANTON MUNICIPAL RECREATION AUTHORITY		954.90	
ARDAN, TODD		39.88	
WALSH, LINDA		39.00	
LEWIS, COLE		39.00	7,877.22
0110000000 4290 STATIONERY / OFFICE SUPPLIES	1,000.00	1,000.00	1,000.00
0110000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	20,000.00	19,359.50	
MIR MULCH		395.00	
LAMEO & ASSOCIATES		623.00	18,341.50
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	25,000.00	24,325.00	
MAIN POOL & CHEMICAL CO.		118.00	24,207.00
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	200.00	200.00	200.00
0110000000 4370 PARKS & RECREATION SUPPLIES	750.00	750.00	750.00
0110000000 4420 TRAVEL AND LODGING	750.00	750.00	750.00

DEPARTMENT / ACCOUNT	2017 BUDGET	MAY, 2017		ENDING BAL.
		BEGINNING BAL	ACTIVITY	
0110000000 4530 PERFORMING ARTS	16,500.00	4,000.00		
LUONGO, NICK			400.00	
SUETOVICH, STANLEY			400.00	
BENINCASA, FRANK			400.00	
MAYER, GERARD			400.00	
DOLGASH, MICHAEL			400.00	
PEGULA, GEORGE			400.00	
BORDO, JACK			875.00	725.00
0110000000 4540 SPRING / SUMMER PROGRAMS	3,000.00	1,485.00		1,485.00
0110000000 4550 CAPITAL EXPENDITURES	95,000.00	93,203.22	3,569.00	
RILEIGHS OUTDOOR DÉCOR			1,798.00	
MR MULCH			2,660.00	
SWIFT FENCE CO.				85,176.22
NON-DEPARTMENTAL EXPENDITURES				
0140110030 4299 ZONING BOARD	18,500.00	12,377.50	492.30	
SCRANTON TIMES			150.00	
PLEVYAK, MARY M.			2,170.00	
PENETAR, DANIEL				9,565.20
0140110060 4299 EVERHART MUSEUM	29,000.00	9,666.66	9,666.66	0.02
EVERHART MUSEUM				
0140110075 4299 FIRST NIGHT SCRANTON	10,000.00	10,000.00	10,000.00	0.00
THE SCRANTON PLAN				
0140110080 4299 SCRANTON TOMORROW	32,500.00	2,500.00		2,500.00
0140110110 4299 SHADE TREE COMMISSION	55,500.00	35,102.26	285.30	
CORKY'S GARDEN CENTER LLC			51.49	
DELFLICE, MARY PAT				34,765.47
0140110120 4299 ST. CATS AND DOGS	10,000.00	10,000.00		10,000.00
0140110130 4299 MAYOR'S 504 TASK FORCE	1,500.00	1,500.00		1,500.00
0140110140 4299 CIVIL SERVICE COMMISSION	47,500.00	46,550.00	570.00	
PERRY LAW FIRM			74.22	
STAPLES BUSINESS ADVANTAGE				45,905.78

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MAY, 2017 ACTIVITY	ENDING BAL.
0140110150 4299 HUMAN RELATIONS COMMISSION	10,000.00	10,000.00		10,000.00
0140115230 4299 TAN SERIES	12,750,000.00	12,750,000.00		12,750,000.00
0140115240 4299 TAN SERIES INTEREST	210,000.00	210,000.00		210,000.00
0140115307 4299 OPER TSF TO DBT SVC - 2003 SERIES B BDS NOGIAPPLETON WEINBERGER & WREN, PC	2,176,468.76	1,609,734.38	2,196.08	1,607,538.30
0140115308 4299 OPER TSF TO DBT SVC - 2003 SERIES C BDS NOGIAPPLETON WEINBERGER & WREN, PC	495,000.00	128,512.50	2,196.08	126,316.42
0140115309 4299 OPER TSF TO DBT SVC - 2003 SERIES D BDS NOGIAPPLETON WEINBERGER & WREN, PC	750,000.00	585,125.00	2,196.08	582,928.92
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	532,541.68	432,541.68		432,541.68
0140115313 4299 OPER TSF TO DBT SVC - 2006 BOND BOND DEFEASANCE FEE	1,653,020.00	1,655,520.00	8,996,362.00	(7,340,842.00)
0140115316 4299 OPER TSF TO DBT SVC - OTHER FIN. SOURCE	51,585.08	51,585.08		51,585.08
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS BANK OF AMERICA	178,861.63	142,612.14	36,249.49	106,362.65
0140115323 4299 OPER TSF TO DBT SVC - 2011 UNFUNDED DEBT LN PAYOFF	1,000.00	495,531.09	7,035,705.19	(6,540,174.10)
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	100,000.00		100,000.00
0140115325 4299 OPER TSF TO DBT SVC - 2012 SERIES C DEFEASANCE NOGIAPPLETON WEINBERGER & WREN, PC	1,000.00	1,000.00	6,890,882.78 2,196.08	(6,892,078.86)
0140115326 4299 OPER TSF TO DBT SVC - 2013 SERIES A DEFEASANCE NOGIAPPLETON WEINBERGER & WREN, PC	1,000.00	0.00	3,913,980.00 2,196.07	(3,916,176.07)

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MAY, 2017 ACTIVITY	ENDING BAL.
0140115327 4299 OPER TSF TO DBT SVC - 2012 SERIES B PAYOFF	1,000.00	74,164.31	1,051,970.72	(977,806.41)
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	918,175.00	918,175.00		918,175.00
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS KS STATEBANK	170,360.33	170,360.33	127,546.51	42,813.82
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00		0.00
0140115331 4299 OPER TSF TO DBT SVC - SERIES 2017 DEBT SERV REFUNDING	1,000.00	1,000.00		1,000.00
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	1,000.00	1,000.00		1,000.00
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,853.00	25,853.00		25,853.00
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	439,729.50	220,171.90		220,171.90
0140115336 4299 OPER TSF TO DBT SVC - LEASE OF TURNOUT GEAR	80,000.00	0.00		0.00
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	1,490,500.00	1,490,500.00		1,490,500.00
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,652,500.00	1,652,500.00		1,652,500.00
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00		0.00
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,968.88	244,968.88		244,968.88
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING 233 GENESEE STREET CORP	395,475.00	395,475.00	395,475.00	0.00
0140113090 4299 CONTINGENCY BUDGET TRANSFER TO: 0106000083 4260	585,000.00	585,000.00	296,895.00	288,105.00

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	MAY, 2017 ACTIVITY	ENDING BAL.
0140113100 4299 OECD CONTINGENCY	45,000.00	45,000.00		45,000.00
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG. CDW GOVERNMENT, INC. P. M. ASSOCIATES PENNSYLVANIA CHIEFS OF POLICE AIR CLEANING SYS, INC. MARSHALL, DENNEHEY, WARNER, COLEMAN, COGGINS STARR UNIFORMS	850,000.00	705,294.00	847.50 70.00 5,548.50 932.02 166.50 229.97	697,499.51
0140116270 4299 COURT AWARDS	200,000.00	72,676.20		72,676.20
0140117020 4299 VETERAN'S ORGANIZATION	100.00	100.00		100.00
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	0.00		0.00

TAX ASSESSOR'S REPORT

Hearing Date: 06/06/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	YAEGER LEO H & ROSEMARIE	SCRANTON	1681401001908		44500	38200
12:20 PM	WOLFE PAUL A & DONNA J	SCRANTON	16807020014		17800	13800
12:30 PM	DEANGELO LEO & MICHELE	SCRANTON	16807010045		2850	2850
12:30 PM	DANGELO LEO & MICHELE	SCRANTON	16807010020		17000	12300
12:40 PM	INGLESIA PENTECOSTAL UNIDA	SCRANTON	14412020001		37500	24500
12:45 PM	S IRVING AVE LLC	SCRANTON	16708010041		37000	15000
12:55 PM	PJM MANAGEMENT SERVICES LLC	SCRANTON	13514040024		19000	13000
1:00 PM	HOLLINGSWORTH ELEANOR ET AL	SCRANTON	12320020011		12000	8200
1:10 PM	KWS REAL ESTATE ADVISORS LLC	SCRANTON	15729020047		45000	30250
1:15 PM	PERUGINO CHARLES R	SCRANTON	15761020013		13000	13000
1:25 PM	RUANE MICHAEL C & ELLEN D	DUNMORE	14705010016		23000	20000
1:30 PM	MASCELLI JOHN C & CATHERINE	DUNMORE	13518050024	DANIEL PENETAR	36000	31000
1:40 PM	IRELAN VICTOR P JR & WESLEY S	COVINGTON TWP	220020900791		5650	5650
1:45 PM	SARNER SONYA & KENNETH	SPRINGBROOK	1970303001902		18000	15000
1:55 PM	HOFFMAN MARK R & ELIZABETH C	ROARING BROOK TWP	1700101000122		8450	8450
1:55 PM	HOFFMAN MARK R & ELIZABETH C	ROARING BROOK TWP	1700101001175		7300	7300
1:55 PM	HOFFMAN MARK R & ELIZABETH C	ROARING BROOK TWP	1700101001174		8450	8450
1:55 PM	HOFFMAN MARK R & ELIZABETH C	ROARING BROOK TWP	1700101001172		7000	7000
2:00 PM	ARCHER JEFFREY S & MAUREEN	ROARING BROOK TWP	1600102000588	JUSTIN SULLA	44096	35000
2:10 PM	MANGINO JOHN	COVINGTON TWP	21204030009	RAYMOND FERRARIO	22000	20000
2:15 PM	PITREAL CORPORATION	RANSOM	15403020010		57000	24000
2:25 PM	SANSKY CHARLES M & LYNN	GLENBURN TWP	0800301000502		30000	20000
2:30 PM	MILLER DANIEL S & DEBORAH L	NEWTON TWP	1300401000302	PATRICK LAVELLE	43000	32500
2:40 PM	KATZ SUSIE	COVINGTON TWP	2190201000801		24000	21000
2:45 PM	GILLETTE TODD	FELL	03501010005	WALTER CASPER	15000	10000
2:50 PM	GILLETTE TODD	FELL	03501010014	WALTER CASPER	15000	10000
2:55 PM	CARPENTER JOHN A & HARRIET	VANDLING	01608020007		4200	1000
3:05 PM	WARGO JOHN E III & KELSEY L P	ARCHBALD	09418030022		36000	25000
3:20 PM	KOESTER MARY FRANCES & ROBE	JEFFERSON TWP	1380401001711	LAWRENCE DURKIN	126000	38000
3:25 PM	GAUGHAN JAMES J & MICHAEL J	TAYLOR	16615040029	GREGORY PASCALE	307500	167500
TOTAL RECORDS					30	

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JUN 15 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Page 1 of 1

Thursday, June 15, 2017



Jun. 15, 2017 12:22PM

No. 2066 P. 30

TAX ASSESSOR'S REPORT

Hearing Date: 06/28/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:10 PM	VAUTER KARL P	THORNHURST	24701010022		2002	
12:15 PM	SUMMIT WOODS PROPERTY OWNE	ROARING BROOK TWP	1700101001198		66500	
12:15 PM	SUMMIT WOODS PROPERTY OWNE	ROARING BROOK TWP	1700101001197		54700	
12:25 PM	VOYTEK THOMAS & MADELYN	SCRANTON	14576010012	JULE GAIGE	27448	
12:25 PM	VOYTEK THOMAS & MADELYN	SCRANTON	14576010011	JULE GAIGE	23200	
12:30 PM	COSGROVE EUGENE & JUDITH	SCRANTON	13510090042		23000	
12:40 PM	DOLAN DONALD AND ANN	SCRANTON	13510050017	DONALD DOLAN	15000	
12:45 PM	STEIER HARRY R & JEANNE MARIE	SCRANTON	15616040024		20000	
12:55 PM	CAPPELLONI ALBERT JR & PATRICI	SCRANTON	15719030008		22000	
1:05 PM	KIZER BRIAN & KRIS	SCRANTON	1341504001120		24500	
1:10 PM	EVANS NICOLE L	ROARING BROOK TWP	1710201000807		38000	
1:15 PM	FERRANTE VICTOR & BARBARA	CLIFTON TWP	23301020012		30000	
1:25 PM	BUCHENROTH RACHEL C	SOUTH ABINGTON	1000101002009		39000	
1:30 PM	GLASSMAN ALAN & LAUREL	SOUTH ABINGTON TWP	0990202000205	BRIAN STAHL	24000	
1:40 PM	ROSEFORT JOHANNY	DUNMORE	1580301000901		42000	
1:45 PM	WHALEY JOHN W	SPRINGBROOK	2110202000111		29250	
2:00 PM	BRIER MICHAEL E & PATRICIA C	MOOSIC	1860301000158	MICHAEL BRIER	42000	
2:05 PM	GERMAN JAMES D & KRISTINA M	ARCHBALD	0940101001531	JEFFREY NEPA	54000	
2:15 PM	MAPLE LEAF VILLAGES INC	OLD FORGE	17519010019	DONALD ROBERTS	305000	
2:20 PM	FERGUSON FRANK J & MICHELLE	JEFFERSON	1390401000802	CHRISTINA NOVAJOSK	12400	
2:30 PM	PREDENKOSKI JUDE & MARY ELLE	MOOSIC	1850102001036		51165	
2:35 PM	MCCABE JOSEPH AND JUDY	OLYPHANT	1141803000302		22500	
2:45 PM	LESTRANGE CHARLES M & MELISS	JEFFERSON	13802030016	PATRICK LAVELLE	10000	
2:50 PM	P & J BROS LLC	OLYPHANT	1250203000132	P TIMOTHY KELLY	114100	
3:00 PM	SECOR JOSEPH J & MELANIE	MOOSIC	1850102001027	PATRICK LAVELLE	55800	

TOTAL RECORDS 25

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JUN 15 2017

OFFICE OF CITY
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DEPARTMENT OF BUSINESS ADMINISTRATION

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

DATE: June 16, 2017
TO: Wayne Beck, City Treasurer
FROM: Nancy Krake, Staff Accountant
RE: Check for Deposit

RECEIVED
JUN 16 2017
OFFICE OF CITY
COUNCIL/CITY CLERK

Enclosed kindly find the following check received from the Scranton Housing Authority, which is payment in lieu of taxes for the City of Scranton:

Scranton Housing Authority	Ck. # 023537	\$61,797.13
-----------------------------------	---------------------	--------------------

This check is to be deposited into Account #01.359.35910

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

SCRANTON LACKAWANNA HEALTH & WELFARE AUTHORITY
MINUTES OF MEETING
May 18, 2017

RECEIVED
JUN 19 2017

Attended By:

Authority Members:

Vincent O'Bell, Chairman
William Lazor, Vice Chairman
David Phaneuf, Treasurer
Victor Giambrone, Asst. Treasurer

Jerry Weinberger, Secretary
John Granahan, Asst. Secretary
Frank Pazzaglia, Member
Gary Cicerini, Member

OFFICE OF CITY
COUNCIL/CITY CLERK

Staff Members

Mary Ellen Clarke, Asst. Administrator

Mr. O'Bell, the Chairman of the Scranton Lackawanna Health and Welfare Authority called the regular board meeting to order at 5:30PM.

I. APPROVAL OF MINUTES

Mr. O'Bell presented the Minutes of the March 16, 2017, meeting which had previously been mailed to the board members. Mr. Granahan moved that the minutes be approved as presented. Mr. Pazzaglia seconded the motion and it passed unanimously.

II. TREASURER'S REPORT

A. Approval of Expenditures

Mr. Phaneuf presented the Treasurer's Reports for March and April 2017, copies of which are incorporated with the Minutes of this Meeting. As of April 30, 2017, expenditures total \$17,599.98. The balance in the Budget is \$45,000.02. The balance in the operating fund is \$50,106.94. Income received for March/April was \$4.38. Administrative Fees received in March total \$12,500.00. Ms. Clarke noted that all 2017 Administrative Fees have been paid. A motion to approve the Treasurer's Report for April 2017 was made by Mr. Giambrone. It was seconded by Mr. Pazzaglia and it passed unanimously.

III. OTHER BUSINESS

A. Letter from Commissioner's Office – Solicitor's Fee

Ms. Clarke presented a letter from the Commissioner's Office pertaining to Solicitor's Fees. The letter reads in part:

"Pursuant to the County Code, County Solicitors are prohibited from receiving any compensation above their salary for legal work performed for the County. We would encourage our Authorities to adopt a similar policy for those Authorities with salaried solicitors.

While we realize most of our Authorities do not have salaried solicitors, but rather compensate them on an hourly basis, we would encourage you to adopt a policy maintaining that same hourly

rate for work outside the scope of their customary legal representation of the Authority, as opposed to a percentage or a per matter fee.”

The board members reviewed the letter and felt it does not pertain to the Authority. The Solicitor for the Scranton Lackawanna Health and Welfare Authority does not receive a salary and has never submitted an invoice for his time/services.

B. Discussion – Possible Time Change for Meetings

Mr. O’Bell raised the subject of possibly changing the time or day of the meetings. Since its inception, the Scranton Lackawanna Health and Welfare Authority’s meetings have always been on the Third Thursday of the Month at 5:30PM. Ms. Clarke noted that the By-Laws state that the meetings are to be on the third Thursday of the month; however the time could be changed. The dates and time for the 2017 meetings have been advertised in the Scranton Times. If a time change is approved, a notice will be sent revising the time of the meetings. The members discussed the advantages/disadvantages of changing the time and decided to keep the meetings at 5:30pm for now. This can be discussed again when scheduling next year’s meetings

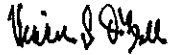
C. Various Other Business

Mr. Cicerini inquired if the closing costs of a project are documented prior to the closing. Ms. Clarke stated that all closing costs are included with all the paperwork a few days prior to closing.

Ms. Clarke read a note from Phil Spinka thanking the board for the parting gift and luncheon. Mr. Granahan stated he ran into Pat Lavelle who was also most appreciative of the thoughtfulness of the board.

Ms. Clarke mentioned that next month’s meeting will be on June 15th and it will be the approval of the 2016 Audit. Ms. Clarke asked all members to make every effort to attend the June meeting.

With no further business, Mr. O’Bell asked for a motion to adjourn the meeting. Mr. Pazzaglia motioned and Mr. Lazor seconded. The meeting adjourned at 5:50PM.



CHAIRMAN


acting SECRETARY

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

June 16, 2017

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JUN 19 2017

Scranton City Council
Attention: Ms. Lori Reed, City Clerk
340 N. Washington Avenue
Scranton, PA 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

RE: SCRANTON-LACKAWANNA HEALTH & WELFARE AUTHORITY MINUTES

Dear Ms. Reed:

Pursuant to the Pennsylvania Municipality Authorities Act of 1945, enclosed you will find the Minutes of the Scranton-Lackawanna Health & Welfare Authority's Regular Board Meeting of May 18, 2017.

If you have any questions, or need additional information, please call at any time.

Sincerely,



Mary Ellen Clarke
Asst. Administrator

Enc.

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JUN 19 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

**SCRANTON LACKAWANNA
HEALTH AND WELFARE AUTHORITY**

COMBINED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016

AND

INDEPENDENT AUDITORS' REPORT

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY

FOR THE YEAR ENDED DECEMBER 31, 2016

COMBINED FINANCIAL STATEMENTS

FUNDS IN CUSTODY OF AUTHORITY TREASURER

2000 PROMISSORY NOTE DATED SEPTEMBER 14, 2000
(ALLIED HEALTH CARE SERVICES)

HEALTH CARE FACILITY REVENUE BONDS – SERIES 2004
(JEWISH HOME OF EASTERN PENNSYLVANIA)

HEALTH CARE FACILITY REVENUE BOND – SERIES 2005
(ELAN GARDENS PROJECT)

UNIVERSITY REVENUE BONDS – SERIES 2007
(UNIVERSITY OF SCRANTON)

REVENUE NOTE – SERIES 2008
(LACKAWANNA JUNIOR COLLEGE)

REVENUE NOTE – SERIES 2011
(THE WRIGHT CENTER MEDICAL GROUP, P.C.)

REVENUE NOTES A & B – SERIES 2013
(ST. MARY'S VILLA NURSING HOME, INC.)

REVENUE NOTE – SERIES 2014
(MARYWOOD UNIVERSITY)

REVENUE NOTE – SERIES 2015
(ALLIED HEALTH CARE SERVICES)

UNIVERSITY REVENUE BONDS – SERIES 2016
(UNIVERSITY OF SCRANTON)

REVENUE BONDS – SERIES 2016 A, B, C AND D
(COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC. /
SCRANTON PARKING SYSTEM CONCESSION PROJECT)

UNIVERSITY REVENUE BONDS – 2016
(MARYWOOD UNIVERSITY)

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY

DECEMBER 31, 2016

MEMBERS:

Phil Spinka	Chairman
Patrick J. Lavelle, Esq.	Vice Chairman
Gerald Preschutti	2 nd Vice Chairman
David W. Phaneuf	Treasurer
Jerry Weinberger, Esq.	Secretary
Victor Giambrone	Assistant Treasurer
John Granahan	Assistant Secretary
William R. Lazor	
Joseph DeAntona	
Frank Pazzaglia	
Timothy Farrell	
Vincent O'Bell	

TRUSTEE:

Various – See Separate Reports

ADMINISTRATOR:

Albert J. Magnotta, Jr.

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED REPORT

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INDEPENDENT AUDITORS' REPORT

To The Members of the Board of the
Scranton Lackawanna Health and
Welfare Authority

Report on the Financial Statements

We have audited the accompanying Statement of Assets, Liabilities and Equity – Modified Cash Basis and Statement of Cash Receipts and Disbursements – Modified Cash Basis of the Funds in Custody of the Authority Treasurer and Trustees, of the Scranton Lackawanna Health and Welfare Authority, a component unit of Lackawanna County, as of and for the year then ended December 31, 2016, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

We have also audited the following accompanying modified cash basis financial statements of the Scranton Lackawanna Health and Welfare Authority's Individual Issues:

2000 Promissory Note dated September 14, 2000 (Allied Health Care Services)
Health Care Facility Revenue Bonds – Series 2004 (Jewish Home of Eastern Pennsylvania)
Health Care Facility Revenue Bonds – Series 2005 (Elan Garden Project)
University Revenue Bonds – Series 2007 (University of Scranton Project)
Revenue Note – Series 2008 (Lackawanna Junior College)
Revenue Note – Series 2011 (The Wright Center Medical Group, P.C. Project)
Revenue Note A & B – Series 2013 (St. Mary's Villa Nursing Home, Inc. Project)
Revenue Note – Series 2014 (Marywood University)
Revenue Note – Series 2015 (Allied Health Care Services)
University Revenue Bonds – Series 2016 (University of Scranton Project)
Revenue Bonds – Series 2016 A, B, C and D (Community Development Properties, Scranton, Inc. /
Scranton Parking System Concession Project)
University Revenue Bonds – Series 2016 (Marywood University Project)

as of and for the year ended December 31, 2016, and the related notes to the financial statements, which collectively comprise the basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements for the Funds in Custody of the Authority Treasurer and Trustees in accordance with modified cash basis of accounting; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Management is responsible for the preparation and fair presentation of the individual issues' financial statements in accordance with the modified cash basis of accounting described in Note 2; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the financial statements of the Funds in Custody of the Authority Treasurer based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Our responsibility is to express an opinion on the modified cash basis financial statements listed in the second paragraph based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the modified cash basis financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements; whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the Statement of Assets, Liabilities and Equity – Modified Cash Basis and Statement of Cash Receipts and Disbursements – Modified Cash Basis of the Funds in Custody of the Authority Treasurer, of the Scranton Lackawanna Health and Welfare Authority as of December 31, 2016, and for the year then ended in conformity with modified cash basis method of accounting.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective assets, liabilities and equity – modified cash basis of funds listed in the second paragraph as of December 31, 2016, and the respective cash receipts and disbursements – modified cash basis for all funds listed in the second paragraph for the year then ended, in accordance with the modified cash basis of accounting as described in Note 2.

Basis of Accounting

We draw attention to Note 2 of the financial statements which describes the basis of accounting. These financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than the accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

The purpose of this presentation is to combine the separate reports for the Funds in Custody of the Authority Treasurer and for the individual issues listed in the second paragraph for use in completion of the Authority's annual Department of Community and Economic Development Report. All explanations, reservations and comments set forth in the aforementioned reports pertain also to this presentation. Users of this report should refer to the separate reports of the issues listed above in the first and second paragraphs for detailed footnote disclosures and other explanatory information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 18, 2017 on our consideration of the Scranton Lackawanna Health and Welfare Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of the testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Scranton Lackawanna Health and Welfare Authority's internal control over financial reporting and compliance.

Richard A. Pundlich, LLC

Dunmore, Pennsylvania
May 18, 2017

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED FINANCIAL STATEMENTS

STATEMENT OF ASSETS, LIABILITIES AND EQUITY - MODIFIED CASH BASIS
DECEMBER 31, 2016

ASSETS

Funds in Custody of Authority Treasurer:

Cash on Deposit	\$ 20,493	
Investments	<u>1,443,769</u>	\$ 1,464,262

Funds in Custody of Trustees:

The Bank of New York Trust Company:

University Revenue Bonds - Series of 2016	6,753	
---	-------	--

U.S. Bank National Association:

Scranton Parking System Concession Project		
Bonds - Series of 2016 A, B, C and D	3,772,920	

Wells Fargo Bank, National Association:

University Revenue Bonds - Series of 2016	<u>4,276,781</u>	8,056,454
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Future Rental Receivable		138,058,385
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Property, Plant and Equipment:

Leasehold Interest - Allied Health Care Services (2000 Note)		1
--	--	---

Leasehold Interest - Jewish Home of Eastern Pennsylvania (2004 Series)		1
---	--	---

Leasehold Interest - Elan Gardens (2005 Series)		1
---	--	---

Leasehold Interest - Lackawanna Junior College (2008 Series)		1
--	--	---

Leasehold Interest - Wright Center Medical Group (2011 Series)		1
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The accompanying notes are an integral part of the financial statements.

(Continued)

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED FINANCIAL STATEMENTS

STATEMENT OF ASSETS, LIABILITIES AND EQUITY - MODIFIED CASH BASIS
DECEMBER 31, 2016

ASSETS

Property, Plant and Equipment: (Continued)	
Leasehold Interest - St. Mary's Villa Nursing Home (2013 Series)	1
Leasehold Interest - Marywood University (2014 Series)	1
Leasehold Interest - Allied Health Care Services (2015 Series)	1
Leasehold Interest - University of Scranton (2016 Series)	1
Leasehold Interest - Community Development Properties, Scranton, Inc. / Parking System Concession Project (2016 Series A, B, C and D)	1
Leasehold Interest - Marywood University (2016 Series)	<u>1</u>
TOTAL ASSETS	<u>\$147,579,112</u>

The accompanying notes are an integral part of the financial statements.

(Continued)

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED FINANCIAL STATEMENTS

STATEMENT OF ASSETS, LIABILITIES AND EQUITY - MODIFIED CASH BASIS
DECEMBER 31, 2016

LIABILITIES AND EQUITY

Bonded Indebtedness:

Series of 2016 Bonds - University of Scranton	\$25,460,000	
Series of 2016 A, B, C and D Bonds - Community Development Properties, Scranton, Inc. / Scranton Parking System Concession Project	38,286,671	
Series of 2016 Bonds - Marywood University	<u>51,915,000</u>	\$ 115,661,671

Notes and Mortgages Payable:

2000 Promissory Note Dated September 14, 2000	1,207,202	
Healthcare Facility Revenue Bond Dated 2004	961,336	
Healthcare Facility Revenue Bond Dated 2005	1,233,976	
Revenue Note Dated 2008	4,276,652	
Revenue Note Dated 2011	2,202,623	
Revenue Note A Dated 2013	1,693,707	
Revenue Note B Dated 2013	338,905	
Revenue Note Dated 2014	9,478,521	
Revenue Note Dated 2015	<u>1,003,792</u>	22,396,714

Funds Allocated:

Funds in Custody of Trustee:

University Revenue Bonds - Series of 2016	6,753	
Scranton Parking System Concession Project		
Bonds - Series of 2016 A, B, C and D	3,772,920	
University Revenue Bonds - Series of 2016	<u>4,276,781</u>	8,056,454

Funds in Custody of Authority Treasurer		1,463,239
---	--	-----------

The accompanying notes are an integral part of the financial statements.

(Continued)

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED FINANCIAL STATEMENTS

STATEMENT OF ASSETS, LIABILITIES AND EQUITY - MODIFIED CASH BASIS
DECEMBER 31, 2016

LIABILITIES AND EQUITY

Funds Allocated: (continued)

Payroll Taxes Payable	<u>1,023</u>
TOTAL LIABILITIES	147,579,101
EQUITY	<u>11</u>
TOTAL LIABILITIES AND EQUITY	<u>\$147,579,112</u>

The accompanying notes are an integral part of the financial statements.

(Concluded)

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED FINANCIAL STATEMENTS

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS -
ALL FUNDS - MODIFIED CASH BASIS
FOR THE YEAR ENDED DECEMBER 31, 2016

BALANCE - JANUARY 1, 2016	\$ 4,381,168
RECEIPTS:	
Administrative fee	110,252
Rentals	5,555,001
Bond proceeds	124,770,809
Interest income (all sources)	42,757
Loss on sale of investments	<u>(22,196)</u>
TOTAL RECEIPTS AND BEGINNING BALANCE	<u>\$ 134,837,791</u>
DISBURSEMENTS:	
Requisitions, closing costs and other expenses	\$ 2,978,101
Interest payments - notes and bonds	2,324,154
Principal payments - notes	2,228,387
Bonds tendered - escrow transfers	2,987,123
Transfer to other funds	114,742,164
Transfer to University of Scranton	59
Wages, taxes and benefits	33,708
Professional fees	12,523
Rent expense	6,000
Insurance	4,217
Office supplies, furniture and expenses	1,059
Advertising	603
BALANCE - DECEMBER 31, 2016	<u>9,519,693</u>
TOTAL DISBURSEMENTS AND ENDING BALANCE	<u>\$ 134,837,791</u>

The accompanying notes are an integral part of the financial statements.

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED FINANCIAL STATEMENTS

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS EXCLUDING
FUNDS IN CUSTODY OF AUTHORITY TREASURER AND TRUSTEES - MODIFIED CASH BASIS
FOR THE YEAR ENDED DECEMBER 31, 2016

BALANCE - JANUARY 1, 2016	\$ 2,990,474
RECEIPTS:	
Rentals	5,555,001
Interest income	22,354
Bond proceeds	124,770,809
Loss on sale of investments	<u>(22,196)</u>
TOTAL RECEIPTS AND BEGINNING BALANCE	<u>\$ 133,316,442</u>
DISBURSEMENTS:	
Requisitions, closing costs and other expenses	\$ 2,978,101
Interest payments - notes and bonds	2,324,154
Principal payments - notes	2,228,387
Bonds tendered - escrow transfers	2,987,123
Transfer to other funds	114,742,164
Transfer to University of Scranton	59
BALANCE - DECEMBER 31, 2016	<u>8,056,454</u>
TOTAL DISBURSEMENTS AND ENDING BALANCE	<u>\$ 133,316,442</u>

The accompanying notes are an integral part of the financial statements.

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED FINANCIAL STATEMENTS

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS - FUNDS IN
CUSTODY OF AUTHORITY TREASURER - MODIFIED CASH BASIS
FOR THE YEAR ENDED DECEMBER 31, 2016

BALANCE - JANUARY 1, 2016	\$1,390,694
ADMINISTRATIVE FEE	110,252
INTEREST INCOME	<u>20,403</u>
TOTAL RECEIPTS AND BEGINNING BALANCE	<u>\$1,521,349</u>
DISBURSEMENTS:	
Wages, taxes and benefits	\$ 33,708
Professional fees	12,523
Rent expense	6,000
Insurance	4,217
Office supplies, furniture and expenses	1,059
Advertising	603
BALANCE - DECEMBER 31, 2016	<u>1,463,239</u>
TOTAL DISBURSEMENTS AND ENDING BALANCE	<u>\$1,521,349</u>

The accompanying notes are an integral part of the financial statements.

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 1 - GENERAL:

The Scranton Lackawanna Health and Welfare Authority ("Authority") was incorporated under the Pennsylvania Municipal Authorities Act of 1945, (as amended) by the City of Scranton, and The Articles of Incorporation thereof were approved and filed in the Department of State of the Commonwealth of Pennsylvania on September 16, 1962. The County of Lackawanna, by certificate of joinder duly approved on October 25, 1963, joined as a member of the Authority.

Scranton Lackawanna Health and Welfare Authority is a component unit of Lackawanna County.

The Authority may acquire, hold, construct, improve, maintain, operate, own and lease hospital, health care and educational facilities, both in the capacity of lessor or lessee.

The Authority has no stockholders or equity holders and all bond or note proceeds, revenues or other cash received must be applied for specific purposes in accordance with the provisions of the bank and note indentures for security of the bond and note holders. The bonds are limited, non-recourse obligations of the issuers, payable solely from any revenues, receipts, funds or moneys pledged therefore and from any amounts otherwise available under their respective financing documents for the payment thereof, including those derived under their respective Bond documents and those on deposit in all funds and accounts held under their respective financing documents, all of which are pledged and assigned to their respective Trustees for Bondholders equally and ratably for the benefit and protection of their Bondholders.

The notes issued by the Authority are limited obligations of the Authority. Such notes are payable solely from the revenues (other than annual and administrative fees of the Authority) held by or payable to the trustee, or from funds provided by the institutions for which the financings were performed as specified in the documents under which they were used. The notes are not a debt of the City of Scranton, the County of Lackawanna, the Commonwealth of Pennsylvania, or any political subdivision agency or instrumentally thereof other than the Authority, nor are such notes guaranteed by such political entities.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES:

Basis of Accounting for Funds in Custody of Authority Treasurer – This fund is a special purpose government as described in Government Accounting Standards Board (G.A.S.B.) Statement #34. The Authority reports its government-wide and fund financial statement using a combined presentation in the financial statements for the Funds in Custody of the Authority Treasurer.

(continued)

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES: (Continued)

Basis of Accounting for All Fund Excluding Funds in Custody of Authority Treasurer - The financial statements of the Authority are presented in conformity with the Governmental Accounting Standards Board (GASB). The Authority prepares its financial statements on a modified cash basis. Under this basis, revenues are recognized when collected rather than when earned, and expenses are recognized when paid rather than when incurred. Future lease rentals receivable and debt have been recorded when appropriate.

The Authority's financial statements include all the individual issues of the Authority. Each fund is a separate entity accounted for by a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures.

Restricted Funds -The accompanying financial statements combine the restricted funds of the various outstanding note issues by fund type or purpose.

Administrative Fees - Administrative fees are determined as a specified percentage of the initial principal amount of debt issued (subject to minimum and maximum fee limitations). The annual fees are payable throughout the term of the related lease. Initial application fees are recognized as revenue as services are performed, annual fees are recognized as revenue when they become due.

Use of Estimates – The preparation of the financial statements in conformity with the modified cash basis method of accounting requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 3 - NOTES AND BONDS PAYABLE:

Description of Note Payable Obligations - Notes payable have been issued by the Authority on various dates. The notes are limited obligations of the Authority and are payable solely from the amounts held by the Trustees as restricted fund balances of the Authority for specific obligations, investment income earned thereon and lease payments to be received from the institutions that have facilities financed by the note proceeds.

Description of Bond Payable Obligations – Bonds payable have been issued by the Authority on various dates. Bonds generally mature serially in varying annual installments. Several issues include term bonds that will be redeemed from sinking funds. The bond issues documents require the institutions to establish and maintain certain restricted fund balances at specified amounts with the trustee for the bond issue. The bonds are limited obligations of the Authority and are payable solely from the amounts held by the trustees as restricted fund balances of the Authority for specific obligations, investment income earned thereon, and lease payments to be received from the institutions that have facilities financed by the bond proceeds.

(continued)

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016

NOTE 3 - NOTES AND BONDS PAYABLE: (Continued)

The total annual debt service requirements for all bond and note issues of the Authority as of December 31, 2016 are as follows:

<u>Year End</u>		<u>Principal</u>	<u>Interest</u>	<u>Total</u>
December 31,				
2017	\$	2,314,752	\$ 5,783,045	\$ 8,097,797
2018		2,715,843	5,717,074	8,432,917
2019		2,765,305	5,638,333	8,403,638
2020		2,501,677	5,572,693	8,074,370
2021		2,623,357	5,612,050	8,235,407
2022 - 2026		15,988,696	26,633,294	42,621,990
2027 - 2031		18,279,196	24,937,288	43,216,484
2032 - 2036		24,253,059	23,051,446	47,304,505
2037 - 2041		23,437,694	16,862,960	40,300,654
2042 - 2046		24,177,611	12,593,259	36,770,870
2047 - 2051		7,291,392	9,692,787	16,984,179
2052 - 2056		9,504,344	9,303,829	18,808,173
2057		<u>2,205,459</u>	<u>1,521,667</u>	<u>3,727,126</u>
Total	\$	<u>138,058,385</u>	<u>152,919,725</u>	<u>290,978,110</u>

Each individual bond and note issues debt service requirements are presented in each of the individual financial statements.

NOTE 4 - DATE OF MANAGEMENT EVALUATION:

Management has evaluated subsequent events through May 18, 2017, the date on which the financial statements were available to be issued.

(concluded)



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To The Members of the Board of The
Scranton Lackawanna Health and Welfare Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the government activities and general fund of the Funds in Custody of Authority Treasurer and Trustees of the Scranton Lackawanna Health and Welfare Authority as of and for the year ended December 31, 2016, and the related notes to the financial statements, which collectively comprise the Funds in Custody of Authority Treasurer of the Scranton Lackawanna Health and Welfare Authority's basic financial statements, and have issued our report thereon dated May 18, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Funds in Custody of Authority Treasurer of the Scranton Lackawanna Health and Welfare Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Funds in Custody of Authority Treasurer of the Scranton Lackawanna Health and Welfare Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Funds in Custody of Authority Treasurer of the Scranton Lackawanna Health and Welfare Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Funds in Custody of Authority Treasurer of the Scranton Lackawanna Health and Welfare Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Michael A. Smith, LLC

Dunmore, Pennsylvania
May 18, 2017

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

June 16, 2017

Scranton City Council
Attn: Lori Reed
340 N. Washington Ave.
Scranton, PA 18503

RECEIVED

JUN 19 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

RE: 2016 Audit Report

Dear Ms. Reed:

Enclosed you will find the 2016 Combined Audit Report for the Scranton Lackawanna Health and Welfare Authority. If you have any questions or need additional information, please call at any time.

Sincerely,



Mary Ellen Clarke
Assistant Administrator

Encl.

CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

Minutes

May 17, 2017

The Scranton Firefighters Pension Commission was called to order at 08:30 hrs. The following members were in attendance:

Chairman John Judge

Secretary Brian Scott

Active Rep. Gary DeStefano

Retired Rep. Bernard Garvey

Retired Rep. Paul Bernardi (Absent)

Attorney Larry Durkin

Controller Rosanne Novembrino

RECEIVED

JUN 21 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Motion to accept April 2017 minutes by Garvey, second by DeStefano. Motion carried.

Correspondence:

Paul Bernardi resigned as retired rep. from pension board.

Donald Kirchner in regard to buying back city time from previous employment.

Bills:

Motion to pay Durkin and MacDonald LCC \$217.50 by Novembrino, second by DeStefano. Motion carried.

Old Business:

None

New Business:

DeStefano term has expired. Local 60 will have an election for the position.

Application for Membership:

None

Application for Pension:

None

Audience:

None

Motion to Adjourn:

Motion to Adjourn by DeStefano, second by Garvey. Motion Carried



Non-Uniform Municipal Pension Fund
MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

May 17, 2017

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, May 17, 2017 at 9:30 a.m. in City Council Chambers.

In attendance were:

Ernest Reich, President

Roseann Novembrino, City Controller

Larry Durkin, Esquire, Attorney for Board

Lori Reed, Proxy for City Council

Absent:

John Hazzouri, Vice President

Danielle Kennedy, Proxy for Mayor

President Reich asked for a motion to accept the minutes of the April 19, 2017 meeting as presented.

Roseann Novembrino made a motion to accept the minutes from the prior meeting.

Lori Reed seconded the motion.

President Reich: All in favor? All were in favor.

President Reich: Opposed? Okay, motion carried.

President Reich: First item on our agenda, received an invoice payable to Beyer-Barber Company dated April 25, 2017 in the amount of \$175.00 which is for the preparation of pension benefit calculations for library retiree Deborah Lewandoski.

Roseann Novembrino made a motion to pay the invoice.

President Reich: Okay, on the question? All in favor?

Lori Reed: Did I need to second?

President Reich: Second?

Lori Reed seconded the motion.

President Reich: Okay, all in favor? All were in favor.

President Reich: Motion carried.

President Reich: Item number 2, received an invoice from Durkin MacDonald, LLC in the amount of \$5,330.26 which represents services rendered from April 18, 2017 through May 15, 2017. Do I have a motion to pay?

Lori Reed made a motion to pay the invoice.

Roseann Novembrino seconded the motion.

Attorney Durkin: One thing on the bill, at the last meeting the Board said to get a supplement from Dr. Dhaduk on Dawn Lloyd's application. So, we did that. She provided us with some more records. The doctor required that we pay up front, his fee, so my firm wrote that check and then we've included his fee for \$500.00 on our bill, because otherwise the timing wouldn't work.

President Reich: We still have an itemized bill on that, right?

Attorney Durkin: Yes.

President Reich: As long as we have a record of it.

President Reich: Do I have a motion?

Lori Reed: There was a motion and a second.

President Reich: All in favor? All were in favor.

President Reich: Okay, motion carried.

President Reich: Item number 3, review of Dawn Lloyd's request for disability pension.

Lori Reed made a motion to review and approve Dawn Lloyd's request for a disability pension.

Roseann Novembrino seconded the motion since all of her records were in order.

Attorney Durkin: We did receive an update from Dr. Dhaduk on Dawn Lloyd's pension and he reviewed a number of records that had been provided to us and then we provided to him. In pertinent part, he says, "In view of my review of all records as well as the patient's job description, in my neurological opinion and within reasonable medical certainty, the patient is disabled to perform her work as a wage auditor", and then he goes on to explain what the issues are in terms of her condition and the job requirements. So, that's an update from his prior opinion, but that is his opinion. So now we are at the point where we have her physician's and our physician and I think that is a sufficient basis.

President Reich: Did you make a motion? Was there a second?

Lori Reed: Yes.

President Reich: Okay, all in favor? All were in favor.

President Reich: Opposed? Motion carried.

President Reich: Anything else from the board? Let's open up to the floor.

Terry Morgan-Besecker: The disability pension was given to whom?

Attorney Durkin: Dawn Lloyd. L-I-o-y-d.

Terry Morgan-Besecker: Okay and her physician and your physician agreed?

Attorney Durkin: Yes.

Terry Morgan-Besecker: Where does she work?

Attorney Durkin: She is with the Single Tax Office.

Terry Morgan-Besecker: What is her position?

Attorney Durkin: She is an auditor.

President Reich: Anything else? Do I have a motion to adjourn?

Roseann Novembrino made a motion to adjourn the meeting.

Lori Reed seconded the motion.

President Reich: All in favor?

All were in favor.

President Reich: Okay, motion carried. Meeting adjourned at 9:40 a.m.

Minutes approved by: _____ Date: _____
Ernie Reich, President

Respectfully submitted: _____ Date: _____
Kathy Carrera, Recording Secretary

**SCRANTON POLICE PENSION
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS
MAY 17, 2017

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. EDWARD BONIN- PRESENT
3. NANCY KRAKE- EXCUSED
4. ROSEANNE NOVEMBRINO-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

RECEIVED

JUN 21 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

MINUTES FROM WEDNESDAY APRIL 19, 2017 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY CAMMEROTA TO ACCEPT THE MINUTES AND SECONDED BY NOVEMBRINO. THE MOTION PASSED.

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. APRIL 18, 2017 THRU MAY 16, 2017 TO THE AMOUNT OF \$1,218.00

A MOTION MADE BY HELRING TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 1,218.00 FROM APRIL 18, 2017 THRU MAY 16, 2017. SECONDED BY BONIN, ALL IN FAVOR MOTION PASSED.

COMMUNICATION:

CPL MCDONALD REQUESTED TO BUY TIME BACK WHEN HE WORKED FOR DPW AND THE CLERICAL DEPARTMENTS. ATTORNEY DURKIN ADVISED THE BOARD HE RESEARCHED THE REQUEST AND HE DETERMINED IT IS AGAINST CLASS 2A CODE.

OFFICER GULLONE REQUESTED A DISABILITY PENSION . IT WAS DISCUSSED AND DETERMINED HIS REQUEST NEEDS TO INCLUDE MEDICAL RECORDS AND WHAT KIND OF INJURY IS CAUSING HIS DISABILITY. ATTORNEY DURKIN WILL BE SENDING A LETTER TO GULLONE EXPLAINING WHAT IS NEEDED.

MUCH DISCUSSION ABOUT THE THIRD PARTY ADMINISTRATOR AND THE RFP DID NOT INCLUDE THE THIRD PARTY ENFORCING CITY ORDINANCES.

A MOTION WAS MADE BY CAMMEROTA TO AUTHORIZE ATTORNEY DURKIN TO RESEARCH CREATING PROCEDURES AND PROTOCOL ON HOW TO IMPLEMENT CITY ORDINANCES. A SECOND BY HELRING AND MOTION PASSED

CAMMEROTA MADE THE MOTION TO ADJOURN AND SECONDED BY NOVEMBRINO. MEETING ADJOURNED AT 1050HRS.

RECEIVED

JUN 21 2017

COMPOSITE PENSION BOARD MINUTES
May 17, 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

The regular meeting of the Composite Pension Board was held on Wednesday, on May 17th at 11:10AM in City Council Chambers.

The following were in attendance:

GARY DeSTEFANO – Pres. – Fire Board Representative
JOHN HAZZOURI – V.P. – Municipal Employee Representative
DAVID MITCHELL – Secretary - Police Employee Representative
ROBERT SENCHAK – Fire Employee Representative
ERNEST REICH – Municipal Board Representative
EDWARD BONIN – Police Board Representative
LORI REED – (Proxy) City Council
ROSEANN NOVEMBRINO – City Controller
JAMES KENNEDY – T. ANDERSON & ASSOC. (Administrator) 2/15/2016
MARK YASENCHAK – The PFM Group (Trustee) 12/1/2021
LARRY DURKIN – Durkin MacDonald (Legal Counsel) 4/13/2020
RANEE SEKOL – Beyer Barber (Actuarial) 2/15/2016

Gary DeStefano... Opened the meeting, he entertained a Motion to accept last month's Minutes. Motion to accept made by John Hazzouri, seconded by Ernie Reich, on the question, no response, all were in favor.

Bills:

PFM... In the amount of \$9,526.66 for the 3/1 – 3/31 period. Motion to pay made by John Hazzouri, seconded by Lori Reed, on the question, no response, all were in favor.

Correspondence:

He had the summary for the month from PFM, everyone should have received one. Mark will review it with the Board. We will get them every month. No questions on the correspondence.

Gary asked if there was anything for correspondence from the Board, nothing. At this time anything from the Board in general.

David Mitchell... Something came up during the Police Pension Board regarding the RFP that went out for the Third Party Administrator and the potential call back with the

pensioners that have secondary employment once being on a disability pension. He's not on the Board but was in the audience. They made a Motion to explore coming up with rules and regulations to enforce that ordinance but it was also brought to the attention at that time that in the RFP there in nothing stating that they're to administer that part of it. It sounds like the people putting in for new disability pension and before we go and hire them this Board hires that Third Party Administrator it might be something we want to get clarified whether that's one of their duties, if it's a duty they will be able to take on if the underlining Boards take the inniative of enforcing that City ordinance.

Gary said how can they send out an RFP and not include that in it. Larry said he thinks that the language they used in the RFP is pretty broad. He thinks it just said administer disability pensions, something to the affect. Dave said the RFP is actually very long but the job description is to administer disability pensions, nothing about looking at people who already have the disability pensions. Larry said he thinks we should see what the bids are on or that is part of a disability pension whether or not that is something. We have to see what their scope of service is that they're proposing. He's not sure what extent they are aware of what the task that we anticipate them doing is.

Dave said the RFP went out and we hired the investor, does it go the same way, the lowest bid. Once they open the bid that's who gets the job, it will come to the Board. Roseann said no it's professional services. Dave said it will come th this Board prior to hiring so we can get those answers. Larry asked if the bid anticipates that we have the ability to interview them. No one remembers reading that. Dave said the problem with the disability pensions is not enforcing that ordinance and that is why we're getting those negative articles about people being cops in other jurisdictions and they are collecting disability pensions from this pension board. Larry said we should wait and see what the Business Administrator is going to send over. He thinks we should have the ability to contact whoever bids. Dave is just concerned about this Board hiring somebody prior to getting clarification on whether or not they are going to be doing that or not because if they're not of the assumption that they're going to be doing that scope of work why are we hiring them.

Gary said correct me if I'm wrong and I'm not part of the Fire Employee Board but wasn't that part of negotiations that they had to clarify the Third Party Administrator's duties. Bob Senchak said yes they had questions on what exactly was the Third Party Administrator going to be overseeing. To this date he is not aware of any answers. Gary said he thinks that still has to be negotiated. Dave said according to the Police Pension Board the City said they weren't interested in the Third Party Administrator dealing with the call backs. Why is this Board going to hire somebody when the major issue dealing with disability pensions is not the people going off, it is people staying off and getting other jobs and violating the ordinance.

If that's not going to be one of their job duties why are we going to hire someone to do this, Gary said what are their job duties specifically, how can you bid on something when you

don't know what your duties are. Dave said well there are duties like setting up doctor's appointment, things like that. It specifically for new pension not people who are already collecting pensions if you read the RFP. It said their job duties were pretty much like to find and independent outside jurisdiction as was in the contract. Gary said yes because that was already negotiated that portion of it. The RFP is specific on people wanting to apply for a disability pension nothing about maintaining once they're off on pension. We should hire someone to do the whole process and not in six months have to hire someone else to go back. Gary said there is more to this than meets the eye.

Ed said the police and firemen agreed to that in their contracts but the City has never outlined the specifications of what they wanted. Dave said the contract has one line that says the unions will allow the City and the Pension Boards to hire a Third Party Administrator, maybe two sentences at best. We are the ones that are going to be doing the hiring. They didn't consult with anyone before they sent out the RFP or what job descriptions we were looking for. Gary said the only thing we had was a preliminary meeting. Dave said we are paying for this, the City isn't paying for this, it is coming out of the pension's fund money.

Gary asked so how do we proceed. Larry said why don't we wait to see what the bids are first. In the bids it will show the scope of duties. What the Police Board is talking about was very preliminary. If we hired someone today you wouldn't be able to tell them what specifically. Dave said he understands that but if you're hiring someone now he doesn't want to wait a year. In 2018 we are looking at potentially picking this up. Is this part of the scope of the work they'll do, they might not be interested at all in doing it, than in 2018 we have to start a new RFP to hire somebody to do that. In this process he thinks it's a question that needs to be asked.

Larry again said he would suggest let's see what the bids are, if any, on Friday and then decide what to do next. Gary asked is there anything else from the Board on this issue. John said it was brought up at a previous City meeting that they were supposed to go after the other people. Gary asked anything else of the Board of concerns, no response.

Jim Kennedy... Randee Sekol is here to follow up on your old business basically a request for some information on the interest rates and the retirement age questions that was brought up at the last meeting.

Randee Sekol... Distributed information to the Board, the Board has asked #1 how would changes in the interest rate assumption impact the costs and liabilities of the plan and #2 how do we get to the retirement age assumption that we are using when we are preparing the costs for the plan.

The first sheet was all three plans and the aggregate plan. There were three interest rates. He knows that the Board had requested the information and we probably expected him to give us

the results that would be based on the 1/1/15 valuation because they haven't done the 1/1/17 valuation yet but as part of the determination of how the City was going to deploy the sewer proceeds they had asked for similar studies. So instead of redoing everything for us and charging the City twice he thought he'd pull information out of those studies and put them together for us.

At the very top you'll see 2017 Projected Actuarial Valuations. The first line is the accrued liability. The accrual liability is what portion of the benefits has been earned to date, so if you retired and you received your benefit and 100% of your benefits have been earned to date. But if you're a young guy and you're half way through your career you've earned about 50% of your benefit. So it's that with the liability of the plan as it stands today and then they want to compare it to the assets that they have today which is the second line which is a little higher than the market value because they smooth the assets to avoid peaks and valleys of the market. Then you come to the unfunded and the funded percentage.

So you'll see here for the Non-Uniform Plan whether the fund is being funded at 8% or 7.50% it's not that all impactful. One of the reasons it's not here is because we're not assuming COLA's are going to be paid in the future. If COLA's were going to be paid in the future you'd see a bigger difference between these interest rates because that reduces the liability significantly. But by and large the accrual liability is going up. If you look at the aggregated plan between 7.50% that's up about 4% and the income is up about 6% and it's not really changing your fund of percent that much. 37.5% down to 36% that's really not a great funded percentage that's a concern. The difference in interest rates isn't generating all that much of a difference in liabilities or funded percentages.

The bottom half of that chart is using the 2017 projected valuation and what we would think the 2017 MMO would be or look like. So again the same idea, these are the steps that they go through to determine the MMO, they are assuming State Aid would be about \$4,000.00 a unit. It could be \$10,000.00 it could be \$2,000.00 they don't know what it will be but if you just go again on the aggregated basis you'll see that the costs are up about a \$500,000.00. So going from 8% down to about 7.5% would increase the City's MMO by about \$500,000.00. He asked if this is what the Board was looking for. Gary said yes that is what they were looking for what the impact would be but also does the assumption for returns fall within the parameters. Randee said the last time he spoke with the City they were talking about possibly lowering the interest rate and buying at different in liability by depositing some of the sewer proceeds. He doesn't know where that stands today but it has been in their conversation to lower that assumption. He believes they may be lowering it in the 2017 valuation cycle.

He then reviewed the other information he distributed to the Board regarding the Fire and Police Retirements. He said he thinks there is some confusion and he should have beaten this issue before. As an actuary they try to project what is going to happen in the future to active

guys, when are they going to die. He thinks the mortality tables for death are pretty current. Retirements they look at what's happened over time and try to anticipate what is going to happen in the future.

For example for Fire it's clear that it was 25 and out and it's going to be 55 and 25 for guys who were hired after 7/1/87. So if we had been assuming something less than 55 prior to now for the old guys we'd be assuming at least 55 going forward but what we're talking about here is regular retirement not disability retirement. Disability retirement comes in as you assume the disability rate. So you have disability rates while your active and you have retirement rates once you become eligible to retire.

These are only analyzing people who want out on regular retirement, length of service. It doesn't take into account a 39 year old guy who went out with 10 years of service and got 50% of that. This is not this. That may be another analysis. These are all of your regular retirements who are receiving benefits as of 1/1/15. They just got the 17 data so he's looked at that and he amended his comments to that. If you look at ID#104 he retired back in 81 he's the oldest regular retiree you still have that you're still paying benefits to and he retired at 58. The next guy at 63, the next at 54 so what he did was in the last column calculate successive five year averages.

So that last column in line of the fifth guy age 60 was the average of those first five guys. Then 57.6 is the average of the second five guys. It doesn't go back to the first guy, it's 2 to 6. It's a moving average so that we can look at how retirement patterns have changed over time.

So if you drop down to the second page you will see there over the last three successive years those averages have been 60 or more. He doesn't know what we are anticipating, He doesn't know why we thought it would be different by any input that the Fire Board or the Police Board or Non-Uniform Board or the City has to give them they'll take that into consideration.

Everyone started talking about the retirement incentive at the same time, about a dollar amount and the time allowed the first three months not to go early but to go when they're eligible, when they are first eligible, within the first 90 days there is an incentive, then the next 30 there is a drop down. Randee said the most expensive thing you could do is have a guy go out early. The earlier he goes out the earlier the age the higher your pension liability. So not only are they giving you say like \$10,000.00 but they're increasing their pension liability. Again they all started talking at the same time. They are not looking at the pension problems, the pension contributions. Randee said just to note the last two guys to retire were hired after 7/1/87 and every time your group is retiring after the age we're assuming we're 60 for the fire. Every time the average is greater than 60 years have an actuarial gain. We have experienced some gains over the last three years. Not knowing anything else he would be very comfortable at the 60 right now for the fire.

Then he reviewed the police, the report is basically the same as the fire and if you skip to page 2 you will see over the last five years the average has been right around 55. Again if he was just looking at the regular retirement he would be doing this.

Now the disabilities, in the fire plan he thinks there have been 32 new retirees in the last 10 years. Of those 32 28% 9 firemen went out on disability. Now 28% is a ridiculous probability, he doesn't want to break anyone's heart here but when disability tables are created industry wide they assume maybe $\frac{1}{2}$ of 1 percent in 10,000 will become disabled not 28%. In the police plan there has been 68% of the people who went out in the last 10 years have gone out on disability. In the last 2 years since 1/1/15 valuation there were 7 new police retirees, 1 went out on normal, 6 went out on disability. In the last two years for fire there have been 11 new retirees, only 1 went out on disability.

What the numbers are telling us is that there is an unrealistic, a ridiculous number of people who are going out on disability. He just took a guy which is 35 makes \$60,000.00 a year and he works to be 55 and gets a pension and he puts a salary scale in there the present value of this benefit is let's say \$200,000.00 If he goes out at 35 on disability and gets 50% of the lower immediate salary it's \$200,000.00 higher. So for a 35 year old that you hand a disability check to you just hit the plan for \$200,000.00. When you do that for 6 or 7 people and he's not saying the average age is 35, it's \$1.2 million over the years. This is going to kill this plan. This is a house of cards. If the police plan goes down guess what fire guys, the fire plan goes down. If the City can't afford to pay you're all going down.

He thinks the effort that the Board is making to bring someone in to monitor disabilities, to control them, to make sure they are legit is good. Any of that is great. If he went to another actuary and said what would I have to do to assume that 68% from the active guys at ages 35 to 40 are going to go out 10 years earlier than they would normally go out. He doesn't even know how to take that into account.

He is going to try and do something. What he will do is look historically, those guys that he said just went out over the last 10 years, 68% he calculated that on average they retired at 44 with 14 years of service. So they're retiring 10 years earlier than the earliest possible regular retirement, we have to do something about that. Unless you're telling me we're going to fix this.

Dave said there is a current Ordinance that when people go out on disability pension you are able to be gainfully employed at some other industry and if you make X amount of dollars your pension would start getting taxed. If you make enough money and say you're getting your \$30,000.00 pension and you get a job making \$60,000.00 or \$70,000.00 that you will no longer receive that \$30,000.00. So what you're saying is that but for the 35 year old guy of \$200,000.00 if through a call back we call back that pension till he is no longer employed that

would be a \$200,000.00 gain. It wouldn't be a gain it would be a savings. Randee said he thinks we had this discussion two years ago. Gary is more worried about how we account for it now because the time frame of actually getting enacted is still very loose. Randee said this has to be the biggest liability of the City.

Gary said Randee did straighten out a lot because we're under the assumption that the retirement age was and taking into account disability and separating those two make a big difference. The thing he is worried about is how do we account for disability portion of this moving forward. The long term goal is something like Dave was saying but when that will be enacted. Dave said the problem is we have been talking about it for years, it could have already been enacted. Randee is going to follow up with Dave Bulzoni and tell him what he has shared with the Board. He will be telling him that unless there is some concrete action we're going to be doing something to take this into account which might likely double the MMO for the police. Which means if your 30% funded you'll be 15% funded, or 45% you'll be 22% which is not a good situation.

He doesn't know if we are paying attention to what is going on in the world outside of municipal pension funds. There are plans now and he thinks he went through this once before, Central State Teamsters Plan is going to run out of money in 12 years, no matter what they do they can't fix it. Now the IBT is trying to come up with a proposal and their proposal won't fix it. A UPS guy contributes to that plan \$25,000.00 a year. So let's say you, \$25,000.00 of your wage package is going into a plan that's going to run out of money in 12 years, you're never going to see a penny. That's \$250,000.00 with interest it's gone. He has a plan that is going to run out of money in 2028 they are cutting benefits, they are allowed to cut retiree benefits and active people's benefits, the average cut will be 30%. You're retired and you're 80 years old you're going to take a 30% hit.

It's serious stuff that is going on out there. You've had 8 years of a run here and it ain't going to last. It's soon going to be a correction. When you get the 2008 and you have a 30% loss you can't smooth 30%. Say your 100% funded January of 08 and the market goes down 30% you're 70% funded. It's not bad, you guys would kill for it but that is not good. In the multiple employer world, we would call that an endangered plan. In the corporate would you would have to suspend certain benefits like lump sum things like that. They make you take action. In the municipal world the state doesn't have any control over it. It really relies on you guys and you got to get to the City.

Larry thinks that when the Board had asked about this initially the premise was that the age assumption was in question but there is a separate disability issue an actuarial assumption that has to be made as part of the valuation process. Gary thanked Randee for his help in explaining it.

Larry Durkin.. Had nothing to report

Mark Yasenchak... Distributed reports to the Board, It's the same today as last time about the overall lack of volatility and the strong markets we've seen and the post election. The markets are down somewhere south of 1%. Take that into consideration here, our report here is through April 30th this report will be a little bit different it 's about the calendar quarter end. The rest of it is very similar. Page 1.1 has your market returns. He added a 1 month column so each month we look at this. Looking at the quarter this is kind of a slimmed down version of our review here which is the monthly version.

Page 1.3 The quarter was pretty good in most areas. The fixed income was pretty good we saw yields pull back, come down a little but that's one bright spot of the volatility we see, yields are falling again. Prior to today markets were trading really close to 100%. It was almost guaranteed the Fed was going to raise rates again here in June. We'll see how that goes in the next couple of weeks here but fixed income returns are pretty good. If you look at the month to date column on the top left, the S&P was up 1% Non U.S. Equities were even better, he mentioned last time they moved back to target waiting with Non U.S. Equities so that was beneficial or at least would not have hurt had we been underweight. One of the key indicators there were typically we're looking at things more on a risk basis and there certainly is a little more risk overseas then there is here in the U.S. to some degree but also from the valuation side of that equation.

If you look at the bottom left there are P/E Ratios of the major stock indices such as price earnings ratio. So think of that equation as the price goes up but the earnings or the sort of true value of that company does impact the ratio gets higher. We compare that to historical in that dotted lines in the bottom chart. You can see the solid line is much higher than the dotted line giving some indication of the markets a little list over valued we've been on this run for quite some time. The length of time, in addition to the higher things becomes a little more valued that is certainly challenging going forward.

On the valuation side of things we have been a little more concerned and that is why we moved back to targets in Non U.S. Equities. These dotted lines here are only a 5 year average historically. So that 5 years has been pretty good. That line is already bumped up to be currently more above that line.

On the Fixed Income side we got positive returns for 1 month. Barclays Aggregate was .77% it's pretty good, multiply that by 12 and that's pretty phenomenal fixed income return. Not necessarily suggesting that that is going to be the case more so just an indication of the yields continuing to fall which makes valuation higher on fixed income. We're seeing some of that today. Treasury prices are being boosted. Things like gold are being boosted and equity markets

are being dragged down. Hopefully it's a shorter term for us. That's kind of what is going on, different from what we have been seeing. He reviewed the U.S. Treasury Yield Curve.

Page 2.1 Reviewed the pension plans returns. Again the report for April 30th is good we had a return of 1.25 versus the benchmark of 1.10 that gives us a year to date of 4.68 and we were probably about a ¼% to the good prior to today, that we actually last Friday.

But all in all good returns both on absolute basis and relative basis versus that blended benchmark of 1.25% for the month and 1.10% for the benchmark. We did good on international equities that was helpful for the month and then fixed income again positive returns there. Things are fining on all cylinders the past month. No change in our strategy since moving back to target on the Non U.S. Equity and the move we talked about last time. He did look into the fund that John had inquired about. It was a real estate fund our strategy there was based on valuation.

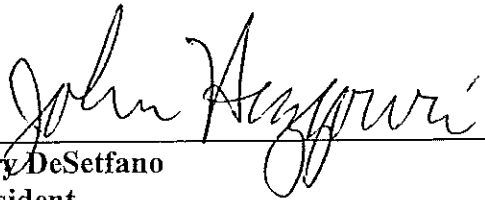
Until today there was a pretty good guarantee that the Fed was going to raise the rates. The GDP number that came in for the first quarter was well below expectations. All the economic data has been really good. From an economic prospective, things continue to look like they're on the right course. The market value as of April 30th was \$58,022,555.00 As of the end of last week it was \$58,168,465.00 we did have a bit of a gain.

Audience participation: Terry Morgan asked Randee a few questions about the information he presented to the Board pertaining to the retirement ages and the actuarial rate of return.


Motion to adjourn made by Roseann Novembrino, seconded by Robert Senchak, on the question, no response, all were in favor

June 21st is our next meeting.

Minutes approved June 21, 2017:



Gary DeSetfano
President



Kathleen McGinn
Recording Secretary



Non-Uniform Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

AGENDA

JUNE 21, 2017

1. RECEIVED CHECK # 5287 DATED MAY 15, 2017 IN THE AMOUNT OF \$132.00 FROM SCOTT THOMAS, FORMER LIBRARY EMPLOYEE, WHICH REPRESENTS HIS PENSION CONTRIBUTIONS FOR THE FIRST SIX MONTHS OF 2017.
2. RECEIVED CHECK # 4489 DATED MAY 22, 2017 IN THE AMOUNT OF \$264.00 FROM KARIN WALSH, FORMER CITY OF SCRANTON EMPLOYEE, WHICH REPRESENTS HER PENSION CONTRIBUTIONS FOR ALL OF 2017.
3. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 2,233.00 WHICH REPRESENTS SERVICES RENDERED FROM MAY 16, 2017 THROUGH JUNE 16, 2017.
4. RECEIVED A REQUEST FOR A REFUND OF PENSION CONTRIBUTIONS FROM FORMER CITY EMPLOYEE SUSAN MAGNOTTA. MRS. MAGNOTTA WAS EMPLOYED BY THE CITY FROM FEBRUARY 24, 2006 TO THE DATE OF HER RESIGNATION WHICH WAS JUNE 16, 2017. SHE HAS CONTRIBUTED A TOTAL OF 137 MONTHS AND IS DUE A REFUND OF \$3,014.00.



Lackawanna County

COUNTY COMMISSIONERS
Patrick M. O'Malley • Jerry Notarianni
Laureen A. Cummings

Investing in Our Future

RECEIVED

JUN 21 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

June 9, 2017

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

Dear Municipal Official:

Lackawanna County began the revision of its Municipal Waste Management Plan last year as described in a letter to you dated December 2016. This plan is required by the Pennsylvania Department of Environmental Protection (PA DEP) and must be revised every ten years. It is a requirement of PA DEP that we send a quarterly report to Lackawanna County municipalities with an update on the plan's status and progress so far.

In keeping with DEP requirements, enclosed you will find minutes of the Solid Waste Advisory Committee (SWAC) from November 2016 through April 2017. As stated in our previous letter, the SWAC is comprised of representatives of various municipal, community and business interests. The consulting firm of Guzek Associates, Inc, Clarks Summit, is directing the planning process with assistance from Joyce Hatala, Joyce Hatala Associates.

If you have any questions on the plan or any topics from the enclosed minutes please do not hesitate to call me or one of our consultants. Thank you for all your past assistance. We look forward to working with you in the future.

Sincerely,

Gary Cavill, P.E., Chairman
Lackawanna County Solid Waste
Advisory Committee

Gary G. Cavill, P.E., LEED AP
Vice President

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MINUTES
SOLID WASTE ADVISORY COMMITTEE (SWAC)
NOVEMBER 29, 2016
SCRANTON ELECTRIC BUILDING, 8th Floor

Attendance:

SWAC Members

Gary Cavill, Chairman
Gene Barrett
Kayleigh Cornell
Jack Giordano
Barbara Giovagnoli
David Kirtland
Bernie McGurl
John Patterson
Andy Wascura

Others in Attendance

Joe Guzek, Guzek Associates
Joyce Hatala, Joyce Hatala Associates
Andy Wallace, Lackawanna County Chief of Staff

The meeting began at 6:00 pm with introductions. All SWAC members in attendance.

- Joyce Hatala distributed information packets which provided background for the solid waste plan. Handouts included: PA Department of Environmental Protection (PADEP) Guidelines for the Development and Implementation of Municipal Waste Management Plan Revisions (2010 document); Summary of the previous Lackawanna County Municipal Waste Management Plan (2007); draft timeline for plan completion; PA DEP Landfill destination reports (2011-2015); Lackawanna County population projections (Penn State Data Center); Examples of Monroe County SWAC recommendations which can serve as a guide for future Lackawanna County discussion.
- Explanation provided for role of the SWAC in plan preparation using the DEP Guidelines. Joyce Hatala explained the content of municipal waste management plans and outlined the required chapters of this ten year plan.
- SWAC members began a short discussion of important topics such as litter, paper recycling, and practices which cause malfunctions for waste water treatment plants. SWAC members were asked to continue this brainstorming session at the next meeting. These important topics will assist in forming recommendations for the plan, especially Chapter 4 which focuses on recycling and related issues.
- The meeting adjourned at 7 p.m. Future meeting scheduled for the last Tuesday of each month at 6 p.m. The next meeting is scheduled for January 31, 2017 at the same location.

Minutes prepared by Joyce Hatala.

MINUTES
SOLID WASTE ADVISORY COMMITTEE (SWAC)
January 31, 2017
SCRANTON ELECTRIC BUILDING, 8th Floor

Attendance:

SWAC Members

Kayleigh Cornell
Barbara Giovagnoli
John Hambrose
David Kirtland
Bernie McGurl
John Patterson
Andy Wascura

Others in Attendance

Andy Wallace, Lackawanna County Chief of Staff
Joe Guzek, Guzek Associates
Joyce Hatala, Joyce Hatala Associates

SWAC Members Absent

Gene Barrett
Jack Giordano
Dan O'Brien

The meeting began at 6:00 pm with introductions.

Joyce Hatala distributed information packets which included minutes of the previous meeting held November 29, 2016. Joyce distributed copies of three surveys: Infectious and Chemotherapeutic Waste (ICW), Septic Haulers, Water and Wastewater Treatment (WWT) plants. These surveys were mailed last week and are due March 1, 2017. We will include survey results in the plan.

Joyce asked for any suggestions to the Municipal Survey yet to be mailed to Lackawanna County's forty (40) municipalities. Suggestions from SWAC:

John Patterson suggested a separate survey for rural townships since many of the questions did not apply to rural areas; Joe Guzek stated that the survey was easy to understand and complete and could be finished in a short time. Municipalities do not have to answer any questions that don't pertain to them. Perhaps we can indicate this in a letter; John Hambrose suggested an additional question asking municipalities if they provide educational materials to residents and,

if so, what type of educational materials do they provide? Continuing education is important for good quality recyclables;

Recycling Highlight

David Kirtland, Diamond K Inc. and DK Trading, gave a short commentary about the state of current paper recycling:

- Single Stream collection has increased contamination and paper collected by this method is often more difficult to recycle. There are many mills in the US but domestic standards for recycling are often higher than overseas mills. In addition, US mills cannot process all the paper recycled currently. Much of our paper is sent overseas especially to China where it sometimes does not meet standards for Chinese markets even though they are less demanding than domestic mills. If it is rejected, the paper is sent back to the US at great expense.
- Often, single stream paper has glass and metal in it which makes it contaminated and non-recyclable. David has toured mills in China. They buy a lot of foreign paper since they have fewer trees than the US but they have standards we must meet. We can't forget that quality sells. We still need high quality material if we are to have sufficient markets for our recycled material.
- David also stated that the two largest exports from the US are scrap paper and scrap metal. Many Americans do not know that that America's recycled scrap plays such an important role in our economy.
- Joyce asked SWAC members for topics for future discussion. What topics are important for inclusion in the plan and will need further discussion? Some ideas:
 - Education must be continuous and it is of great importance. We can't have too much education.
 - We need various types of education. Brochures, social media, websites, what else? Future discussion.
 - Contests and various types of education which offer incentives are a top priority.
 - Highlight venues where people congregate: Little League games are a good place to reach young people, Boy and Girl scouts, Trout Unlimited, Wild Turkey Federation. Revisit this topic again later for more ideas.
 - Cooperation is key. We need to work together. We don't have enough time and money to do it alone. Find partners.

- Schools don't have the time to offer all the education they used to provide on various outside topics. There are many competing interests and teachers must often teach to the tests but we still must work with schools whenever we can.
- Recycling containers are important. People still want and need them. They increase recycling at home, work, and at community events.
- Recycling centers accept a lot of junk material such as toys, pool parts, diapers, even propane tanks. We need to keep educating our residents.
- Household hazardous waste is a priority. Motor oil, fluorescent lamps, batteries, oil based paints all need markets. The public wants to do the right thing with toxic materials but there is no household hazardous waste collection in Lackawanna County. Many of these items are very toxic and in people's homes for a long time.
- What is Lackawanna County's role in the future? How can they best help?
- We will continue the discussion of these topics at future meeting.

The next meeting will highlight collection strategies such as single stream and dual stream for containers (bottles, jars, cans) and mixed paper. Andy Wascura and John Hambrose along with other SWAC members will offer their ideas on collection and education.

The meeting adjourned at 7:15 p.m.

The next meeting is scheduled for Tuesday February 28, 2017 at 6 p.m.

Minutes prepared by Joyce Hatala.

MINUTES
SOLID WASTE ADVISORY COMMITTEE (SWAC)
February 28, 2017
SCRANTON ELECTRIC BUILDING, 8th Floor

Attendance:

SWAC Members

Gene Barrett
Gary Cavill
Barbara Giovagnoli
Jack Giordano
John Hambrose
David Kirtland
Andy Wascura

Others in Attendance

Joyce Hatala, Joyce Hatala Associates
Rich Miller, Lackawanna County Solid Waste
Management Authority

SWAC Members absent

Kayleigh Cornell
Bernie McGurl
Dan O'Brien
John Patterson

Chairman Gary Cavill began the meeting at 6:00 p.m. with introductions. Rich Miller was a new attendee representing the Lackawanna County Solid Waste Management Authority (LCSWMA). Rich also serves as Executive Director of the Elmhurst Township Sewer Authority. He will try to attend future meetings.

COLLECTION SYSTEMS HIGHLIGHT

The meeting's discussion focused on various collection methods especially single stream (paper mixed with bottles, jars, cans and containers) although SWAC discussed other methods including dual stream (commingled separate from paper) and source separated.

John Hambrose, Waste Management, said that one of the first single stream facilities opened in Philadelphia about six (6) years ago to handle #1 through 7 plastics, cans, glass, and various

grades of paper including news, magazines, office paper, cardboard and other types of mixed paper. Single stream began at a time when recyclables had very little economic return and markets were low. They are still not high but they have improved somewhat. The recycling center is not making a lot of money but markets are a little better than they were several years ago. Single stream collection increased volumes of materials collected and increased household participation since people can mix all recyclables together in one large container. It is easier for the public to participate. Glass has been a problem for a long time, especially mixed glass, and many recycling centers have big piles of mixed glass with nowhere to go with it. The Single Stream Materials Recovery Facility (MRF) has no source-separated glass, with a large percentage of the mixed glass providing daily cover at landfills and other secondary uses. This is not a problem since mixed glass cannot be recycled back into bottles anyway so they are disposing of it through other uses.

Barbara Giovagnoli mentioned that there is still a market for source separated glass, especially clear glass. A few parts of the state still collect source separated with Centre County used as an example. They curb sort materials into the recycling vehicle so everything is kept separate and more sellable. Unwanted materials are left in the bins. The problem is that this has a higher collection cost, as does commingled collection. The plus is that much more material is recyclable since it is a higher quality than single stream material and markets are easier to find. With higher quality materials, there is a more positive economic return for the seller.

With Single Stream collection, there needs to be much greater public education. People think that anything can be recycled. John mentioned that he has seen plastic items of all types, bowling balls, toys, gas cans, propane and helium tanks, clothing, fire extinguishers and garbage mixed in. The recycling center also receives a lot of plastic bags and plastic sheets which slow down the system and causes the plant to close for repairs, losing valuable processing time. Therefore the key to successful single stream collection is EDUCATION. Andy Wascura from Lackawanna Recycling also stated that some of these items are found at the commingled facility as well and education is necessary there too. Both John and Andy mentioned that needles (sharps) are often placed in plastic or glass containers and recycled instead of being thrown in trash in a sealed container or taken to a pharmacy. We need to educate people about this issue.

John mentioned that single stream can work well with sufficient education. Palmer Township has a very good program with the borough manager and recycling coordinator providing a good deal of enforcement along with education. They do an annual mailing and provide residents with large 96 gallon containers. They follow up to make sure that recyclables are prepared properly. Jack Giordano mentioned that Archbald Borough's workers still leave recyclables at the curb if they are not correct. Borough crews still use tags and leave brochures. Several municipal programs in Lackawanna County still do this. These municipalities have very little contamination in recyclables. Sometimes with single stream, there is only one

Crew member using an automated system. There needs to be more education as well as a worker who leaves material in the bin if it is not correct.

John explained the single stream recycling center design. Materials first ascend to a conveyor belt high in the building, with various materials falling out along different sections of the line. Some items are separated out with a magnet for steel and an eddy current magnet for aluminum. Some materials are separated with air jets. There is no glass left for processing into new bottles but glass does find secondary uses. Several members stated that they would like to tour a single-stream facility or another recycling center.

John said that the good news for recycling center operators is that there is more cardboard and less glass. There is also less newspaper since more people read the paper on line. Many items that used to be packaged in glass are now in plastic. People's buying habits change over the years, and this affects the recycling stream. In this case, having less glass is a good thing.

There is a problem with recycling shredded paper at many facilities, a problem which is increasing since there is more shredded paper than in past years. It often falls through the sorting line and ends up on the floor. It also depends how small the paper is shredded. Some can be recycled but it is difficult to bale. Smaller confetti-like paper cannot be recycled at the materials recovery facility (MRF) at all. David Kirtland mentioned that shredded paper is less of a problem in a plant that only processes paper than at MRFs, whether single stream or commingled. Gary Cavil mentioned that federal contracts often state that paper must be shredded, so recyclers must find a solution to further recycle this material. Many agencies need a certificate of destruction for confidential material. We should encourage shredding days at various municipal and business locations. Barbara recommended that a question should be added to the municipal survey asking whether a municipality would host a shredding day. Joyce said we would add that question.

Gene Barrett then mentioned that the Scranton Sewer Authority (SSA) often included educational brochures in their mailings. He is not sure what PA American Water will do but they may continue the practice since they do have mailing inserts now. He provided a very informative brochure from Water Environment Federation about proper disposal of household hazardous waste, as well as educational information written on SSA bills about good housekeeping measures such as cleaning catch basins during leaf season and not putting leaves and yard waste in streets. Gene also mentioned that unused and expired prescriptions should not be poured down the drain. They should be taken to a pharmaceutical return days at local sites such as county-sponsored programs, various municipalities and police departments, and pharmacies.

The committee asked whether Gene would provide more information on these topics at the next meeting, as well as discussing the problems which waste water treatment plants face from

improper disposal of items such as grease, wipes and similar. The next meeting will also focus on issues related to stormwater, illegal dumping, littering, and good housekeeping measures which affect waste water treatment plants and affect water quality. Rich Miller said he would be glad to add to this discussion with his background at Elmhurst Township Sewer Authority. Bernie McGurl will also have good comments to add. We will make sure he knows about this before the next meeting.

Recommendations, Topics to be included in Plan

- Encourage shredding days or document destruction events hosted by municipalities, Lackawanna County, Scranton Tomorrow or business associations. Cost is often an issue so we need to find a way to pay for these.
- Encourage recycling education at all levels and encourage enforcement. What are the most effective forms of education and who can best provide it.
- Encourage crews to leave recyclables if they are not correct. Do not take contaminated materials.
- Household hazardous waste (HHW) collection event needed as well as education on proper disposal of HHW for those who have no other option
- Encourage more pharmaceutical collection days

With no further business, the meeting adjourned at 7:10 p.m.

The next meeting is scheduled for March 28, 2017 at 6:00 p.m. at the Scranton Electric Building

Minutes submitted by Joyce Hatala

MINUTES
SOLID WASTE ADVISORY COMMITTEE (SWAC)
March 28, 2017
SCRANTON ELECTRIC BUILDING, 8th FLOOR

Attendance:

SWAC Members

Gary Cavill
Barbara Giovagnoli
John Hambrose
Kayleigh Cornell

David Kirtland
Bernie McGurl
John Patterson
Andy Wascura

Others in Attendance

Joyce Hatala, Joyce Hatala Associates
Tom Cummings, LCSWMA
Andy Wallace, Lackawanna County Chief of Staff

SWAC Members Absent

Gene Barrett
Jack Giordano
Dan O'Brien

Chairman Gary Cavill began the meeting at 6:05 p.m. with introductions. The committee discussed various topics at the meeting.

Electronics Recycling -

John Patterson, Jefferson Township, stressed that the lack of electronic recycling facilities is a major problem for municipalities since these items are difficult and costly to recycle and they end up as roadside litter and in the area's streams and waterways. He stated that the township is paying \$6,000 for their spring clean-up, with an additional option of \$500 for a 20 yd. dumpster to recycle electronics. The township has decided not to accept electronics since they may get many dumpsters full which they could not afford. People might come from neighboring areas to recycle this item and the cost would be prohibitive for the township.

Barbara Giovagnoli stated that it would also be a problem to stack electronics in a dumpster since there would be a great deal of breakage, rendering many of the items non recyclable. A plant in upstate New York has been accepting electronics for recycling but they closed recently leaving a large amount of unprocessed material as a backlog. Many recyclers hoped that this plant would solve some of the problem but this has not happened. It has actually made the problem worse.

Andy Wascura said that there is a market for some electronics including flat screens and some peripherals; the biggest problems are cathode ray tubes (CRTs) which contain lead along with some valuable metals. People hold on to the heavy televisions and old computers for many years, some for thirty years, and the problem is not getting better. He also agreed that breakage would be an impediment to recycling. Andy mentioned that there is a PA law, Title 18 of the PA Crime Code, Crimes and Offenses, which makes it illegal to dump items. More courts should enforce this provision to hinder illegal dumping of materials like electronics. Andy also mentioned that West Virginia is overturning the ban on disposing of electronics in landfills until there is a solution.

Bernie McGurl said that if Pennsylvania landfills are ever allowed to accept electronics they should have to segregate them in separate cells until there is a market for them. There is currently a landfill ban on electronics in Pennsylvania. Bernie also mentioned that the Lackawanna River Conservation Association (LRCA) had to pay \$285 recently to recycle a large television they found during a cleanup. Few people could afford this fee. Andy Wascura added that he is attending a scrap conference at the end of April in New Orleans and will report back to the group after he returns. Maybe he will have some new insights after the conference.

David Kirtland mentioned that companies previously shipped a significant amount of electronics to the Far East but these countries have increased their quality standards in recent years so their guidelines are difficult to reach. The return freight is very expensive if the electronics are rejected, often five to seven times the original freight to send back. Everyone agreed that the problem will probably get worse before it gets better.

The PA legislature is working on a bill to amend the current Covered Device Recycling Act (CDRA), Act 108 of 2010, to encourage more recycling but there is no consensus yet on a workable bill. The director of the PA Recycling Markets Center is working with recyclers including the Professional Recyclers of PA (PROP) and the Chair of the DEP Solid Waste Advisory Committee to address the problem. There is no quick solution on the horizon.

Kayleigh Cornell said that it would be good to have an action item at each meeting and she would research effective electronics recycling education from other states for the next meeting.

Composting –

Barbara stated that she has been working with the Green House Project at Nay Aug Park which will serve as a pilot project for in-vessel food composting. She has spoken to Berit Case, regional DEP coordinator, to explore future grant funding. This in vessel composter would serve commercial establishments and institutions. Several places in Lackawanna County have shown interest in food waste composting including the Dunmore Senior Center and the University of Scranton. Years ago the County participated in composting projects with local farmers. The farms only accepted pre-consumer food since the windrows need to reach a high enough temperature to kill any pathogens. Pre-consumer food, especially fruits and vegetables from grocery stores or cafeterias are easier to compost than table scraps. Because of the high temperatures (160 – 180 degrees) needed to kill bacteria and pathogens, post consumer food is usually not composted. There are also US EPA grants available for composting projects which have an 80-20 match. The Green House Project which is a 501 c(3) organization could be the applicant.

David Kirtland mentioned that he knows of some large businesses that might want to participate in composting projects. He mentioned the Mars Company, Luzerne County, which is trying to reach zero out-throws. They may want to participate and may have some funding to donate toward the project.

Andy Wallace stated that the County would support composting projects like these which would aim to reduce the amount of waste produced. We could solicit business sponsors to help with funding. The County would support projects, especially at County parks, with educational signage offering explanation of the project. Joyce mentioned that zero waste is a good goal to strive for. Some counties such as Centre County aim for zero waste by 2040 knowing that they might never achieve it but they may reach a higher percentage of waste diversion than they would attain without the goal. She also mentioned that a workshop she attended explained the fact that a zero waste usually implies a ninety percent reduction, or as high a goal as we can reach.

Water Quality Issues –

Bernie McGurl explained that many municipalities have to provide DEP with a plan to meet Chesapeake Bay standards for pollution reduction by September 2017. He favors the formation of regional storm water authorities which Pennsylvania law allows since 2013.

Bernie distributed a brochure explaining the formation and role of storm water authorities along with a brochure highlighting the top ten things we can do to manage storm water and reduce water pollution. He mentioned that the Lackawanna River Conservation Association (LRCA) has been educating people and distributing information at various festivals and community events over the past several years. John Patterson invited the LRCA to attend the Jefferson Township carnival this summer and Bernie said they would be glad to attend.

Cigarette butts are a big contributor to litter. Many people who do not litter other items will throw out cigarette butts on the ground. They should be treated as litter just as throwing bottles or other types of trash on the ground and fined accordingly. People should also limit the amount and types of pesticides and herbicides they use since these are a major source of water pollution. They end up in wells and in streams and rivers.

Tom Cummings said that we should educate people with the following phrase: Spray it, Throw it, Drink it! Andy Wallace said that this was also something the county can promote through education.

Barbara mentioned that there are several sites in the county where people can bring used prescription drugs including a permanent site at the entrance of the Lackawanna County Courthouse. During the month of April, as well as other times throughout the year, local police departments and pharmacies sponsor take-back collection events. Improperly discarded pharmaceuticals can find their way into our water supply, causing serious health effects for humans, animals and fish.

John Patterson said that fishing derbies are a good place to educate both young people and adults. We should encourage the use of lead free sinkers to reduce water pollution. We can educate about this topic at tournaments. We can provide templates for future events and provide educational brochures and signage.

Since Gene Barrett could not attend this SWAC meeting, the committee decided to continue the discussion on water quality issues at the next meeting. Gene also mentioned that he would be glad to host a meeting at the Scranton wastewater treatment plant which the committee will decide at a future time.

Recommendations, Topics to be included in Plan

- Lackawanna County should encourage education on topics such as recycling, pollution and litter prevention at county sponsored events and county parks.
- We should encourage education at events such as fishing derbies on the use of lead free sinkers. Fishing derbies are a good place to provide education on a wide variety of environmental topics.
- Work with magistrates and local police departments to enforce regulations about litter and illegal dumping. Fine offenders for littering and illegal dumping.
- Cigarettes must be viewed as litter and treated accordingly through the use of fines.
- Provide a template for educational brochures on environmental topics.

With no further business, the meeting adjourned at 7:10 p.m.

The next meeting is scheduled for Tuesday, April 25, 2017 at 6:00 p.m. at the Scranton Electric Building. The topic will be a further discussion of water issues.

Minutes submitted by Joyce Hatala

RECEIVED

JUN 21 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

MINUTES
SOLID WASTE ADVISORY COMMITTEE (SWAC)
April 25, 2017
SCRANTON ELECTRIC BUILDING, 8th FLOOR

Attendance:

SWAC Members

Gene Barrett
Gary Cavill
Barbara Giovagnoli
John Hambrose
Kayleigh Cornell
Jack Giordano
David Kirtland
Bernie McGurl

Others in Attendance

Tom Cummings, LCSWMA
Joyce Hatala, Joyce Hatala Associates
Rich Miller, LCSWMA
Andy Wallace, Lackawanna County Chief of Staff

SWAC Members Absent

John Patterson
Dan O'Brien
Andy Wascura

Chairman Gary Cavill began the meeting at 6:00 p.m. The discussion at this meeting centered on water issues and problems associated with water pollution, litter and illegal dumping, and other issues that affect water quality.

Scranton Waste Water Treatment Plant

Gene Barrett explained some of the processes of the Scranton plant which PA American Water now owns and operates. Joyce asked whether they accept septic waste since two of the septic haulers mentioned on the plan survey that they need more disposal options for septic waste. Gene said that Scranton does not accept it; it is not in their permit. Gene did mention that there is still some septic waste generated from homes in Scranton. Some people even pay their sewer fee while they are not connected to the system. Often, they only connect when their septic system fails.

Gene stated that wipes are a problem in the plant. They do not break down and they clog the process. They are a problem throughout the system since they clog people's drains and clog the sewer lines. Wipes are made of polyester fibers which do not break down. Rich Miller also said that they are a problem at the Elmhurst Plant which he operates. He mentioned that there are many unacceptable items disposed of in drains and these cause a problem throughout the system. He mentioned, for example, that sheets were once disposed of down a drain. Jack Giordano also said that similar problems with unacceptable items are seen in Archbald Borough too. This causes extra work for the DPW and it is very costly to correct.

How do we address this problem? Packaging instructions say that items such as wipes are flushable. Gary Cavill said that we must educate people, businesses, hospitals, nursing homes, and residents about the proper means of disposal. Barbara said that just as recycling bottle manufacturers had to learn to design for recyclability, the manufacturers of these products must change the design and directions on the packaging to encourage people to dispose of them correctly.

Kayleigh and Joyce both asked whether pharmaceuticals, estrogens, and similar are a processing problem for waste water treatment plants. Gene said they are not a processing problem since most plants do not treat for these items. Kayleigh and others stated that pharmaceuticals end up in rivers and streams and adversely affect people, animals and fish that live downstream. There are several places in the county to properly dispose of unwanted pharmaceuticals. Lackawanna County Courthouse has a permanent drop off. South Abington Township and Moscow Borough also accept them throughout the year as do many pharmacies. Wyoming Valley Geisinger in Luzerne County has a permanent drop off. We will check to see if Lackawanna County's hospitals also have permanent collection boxes. In addition, many police departments have drop off programs. We need to publicize these and educate people.

What are some other problems for waste water plants? Grease is a big problem for treatment plants. Gene, Rich and Bernie all stated that we need to educate restaurants and homes about proper grease disposal. We must enforce ordinances which mandate that restaurants install grease traps. We need greater inspections of restaurants, and we need to make these inspections part of restaurant licensing. It is easier to inspect a grease trap if it is located on the exterior of a building. Gary mentioned that Hawley has an ordinance that requires grease traps to be located outside a building.

What are some other problems for plants? Motor oil, petroleum products, and grit are all problems. We need to educate each municipality to pass ordinances and enforce these ordinances concerning these waste materials. They are difficult to process at waste water treatment plants. They cause water pollution in our streams and rivers. They endanger the public health, and increase costs for local government.

Bernie stated that materials collected during clean up events, especially tires, is also a disposal problem. The Lackawanna River Conservation Association (LRCA) collected 496 tires on a cleanup. Keep PA Beautiful and PennDOT will provide bags and collect litter and dumped items if they are bagged but it is difficult to dispose of larger items. John Hambrose said that Alliance Landfill will accept some larger items such as sofas if people call him.

Barbara and Bernie both said that cigarette butts are a litter problem. The filters are made of polyester fibers and they persist in the environment for many years, often more than a decade.

Bernie agreed with Gene that grit from roadways is a problem in waste water treatment plants. At the Scranton plant, grit settles in pipes, with a large storm carrying it into the plant. Grit, anti-skid and sediment also flow into rivers and waterways and cause problems by blocking the flow. They may cause scouring and erosion problems as well. Bernie said that we have many dysfunctional streams. Many streams used to flow historically but they have been diverted or are now partially filled with grit, debris and waste. They can no longer carry water, and add to the area's flooding problems. Storm water authorities are needed to address these problems on a regional basis since the issue is larger than a single municipality. It is also less expensive to address problems regionally.

Bernie mentioned that Scranton still has many miles of combined sewer overflows (CSOs) which combine storm water with untreated domestic wastewater. This is seen in many other local municipalities as well. Some municipalities are still finding additional combined systems which they thought were separated years ago. There is still a lot of work to be done. Jack mentioned that Archbald Borough still has some CSOs. Bernie stated that Scranton has installed some very large holding tanks for storm water to collect it and meter it from the downtown area. The tank is 1.2 million gallons and should help with the overflow problem.

Meeting Recommendations:

- Education to residents, nursing homes and medical facilities about proper disposal of wipes, sharps and other medical waste.
- Encourage and educate about pharmaceutical disposal events and publicize the location of permanent drop off sites.
- Encourage more education about downspout disconnect, rain gardens, rain barrels and ways to prevent water pollution
- Work with municipalities to practice good housekeeping measures including better and more frequent street sweeping to stop the deposition of large quantities of grit, sediment, and debris in plants and in waterways.
- Encourage tree planting and more green infrastructure to slow storm water runoff and reduce pollution.

- Work with local landfills and hauling companies to dispose of tires and items from litter clean ups and illegal dumping
- Work with magistrates to enforce ordinances and fines against littering and illegal dumping
- The Plan should provide model ordinances to municipalities to address these issues.

With no further discussion, the meeting ended at 7:05 p.m.

The next meeting is scheduled for Tuesday, May 30, 2017 at 6:00 p.m. at the Scranton Electric Building. At this meeting the SWAC will begin the discussion of prioritizing some of previous recommendations and discuss ways to fund these items.

Minutes submitted by Joyce Hatala

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY SCANLON INC. T/D/B/A AS DUNMORE BREW HOUSE, 1400 WHEELER AVENUE, DUNMORE, LACKAWANNA COUNTY, PENNSYLVANIA, LICENSE NO. R-1172 TO NEPALI KITCHEN, LLC FOR USE AT 732 PROSPECT AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD.

WHEREAS, the Pennsylvania Liquor Control Board ("PLCB") requires that the governing body of a municipality pass legislation approving an inter-municipal transfer of a liquor license when a municipality has met its quota of liquor licenses; and

WHEREAS, Nepali Kitchen, LLC wishes to transfer Lackawanna County Restaurant Liquor License No. R-1172 currently owned by Scanlon Inc. t/d/b/a/ as Dunmore Brew House, 1400 Wheeler Avenue, Dunmore, Lackawanna County, Pennsylvania to the City of Scranton in order to sell alcohol at the premises located at 732 Prospect Avenue, Scranton, Lackawanna County, Pennsylvania; and

WHEREAS, the Council of the City of Scranton approves the transfer of this license subject to its authority regarding inter-municipal transfers and subject to public comment on the same.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the inter-municipal transfer request of Nepali Kitchen, LLC to transfer Lackawanna County Restaurant Liquor License No. R-1172 in the name of Scanlon Inc. t/d/b/a as Dunmore Brew House, 1400 Wheeler Avenue, Dunmore, Lackawanna County, Pennsylvania to the City of Scranton for use at 732 Prospect Avenue, Scranton, Pennsylvania is hereby approved.

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

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

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

WETZEL, PHILLIPS, RODGERS & FALCONE

ATTORNEYS AT LAW

1170 HIGHWAY 315, SUITE 1

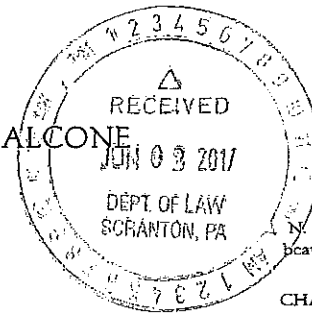
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SAMUEL A. FALCONE
s.falcone@gmail.com

May 30, 2017

RECEIVED
JUN 02 2017

Joseph Wechsler, Council President
Scranton City Council
340 North Washington Avenue
Scranton, PA 18503
(via certified mail)

OFFICE OF CITY
COUNCIL/CITY CLERK

RE: Intermunicipal Transfer of Liquor License R1172

Dear Mr. Wechsler:

Please be advised that my office represents the interests of Nepali Kitchen, LLC in connection with the purchase of Pennsylvania Liquor License R1172. My client has entered into an Agreement of Sale for the purchase of said Liquor License with Scanlon, Inc. located at 1400 Wheeler Avenue, Dunmore, Lackawanna County, Pennsylvania. Nepali Kitchen, LLC will be purchasing the Liquor License in order to sell alcohol at the premises located at 732 Prospect Avenue, Scranton, Lackawanna County, Pennsylvania. The above referenced license is currently registered in Dunmore and the Scranton City Council would have to approve the transfer of the License into Scranton City.

Due to the fact that Nepali Kitchen, LLC cannot submit their application to transfer the Liquor License to the Pennsylvania Liquor Control Board without approval of Scranton City Council, I am, by virtue of this correspondence, requesting that this matter be addressed at a public hearing before the next regularly scheduled meeting. I am enclosing a proposed Resolution for the Scranton City Council to consider if it votes to authorize the transfer of the License into Scranton City.

If you have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,

John P. Rodgers

JPR/am

Enclosures

cc. Jessica L. Boyles, Esquire (570-348-4105)



DEPARTMENT OF LAW

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

June 22, 2017

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

RECEIVED

JUN 22 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY SCANLON INC. T/D/B/A AS DUNMORE BREW HOUSE, 1400 WHEELER AVENUE, DUNMORE, LACKAWANNA COUNTY, PENNSYLVANIA, LICENSE NO. R-1172 TO NEPALI KITCHEN, LLC FOR USE AT 732 PROSPECT AVENUE, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY JOAN HUDAK T/D/B/A SEVEN SISTERS TAVERN, 814 SUSQUEHANNA AVENUE, OLYPHANT, LACKAWANNA COUNTY, PENNSYLVANIA, LICENSE NO. R-3527 TO CFM BEER BRICK, LLC FOR USE AT 337 WEST MARKET STREET, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD.

WHEREAS, the Pennsylvania Liquor Control Board ("PLCB") requires that the governing body of a municipality pass legislation approving an inter-municipal transfer of a liquor license when a municipality has met its quota of liquor licenses; and

WHEREAS, CFM Beer Brick, LLC wishes to transfer Lackawanna County Restaurant Liquor License No. R-3572 currently owned by Joan Hudak t/d/b/a Seven Sisters Tavern, 814 Susquehanna Avenue, Olyphant, Lackawanna County, Pennsylvania to the City of Scranton in order to sell alcohol at the premises located at 337 West Market Street, Scranton, Lackawanna County, Pennsylvania; and

WHEREAS, the Council of the City of Scranton approves the transfer of this license subject to its authority regarding inter-municipal transfers and subject to public comment on the same.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the inter-municipal transfer request of CFM Beer Brick LLC to transfer Lackawanna County Restaurant Liquor License No. R-3572 in the name of Joan Hudak t/d/b/a Seven Sisters Tavern, 814 Susquehanna Avenue, Olyphant, Lackawanna County, Pennsylvania to the City of Scranton for use at 337 West Market Street, Scranton, Pennsylvania is hereby approved.

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

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

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

WETZEL, PHILLIPS, RODGERS & FALCONE

ATTORNEYS AT LAW

1170 HIGHWAY 315, SUITE 1

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TOLL FREE: (877) 803-6424

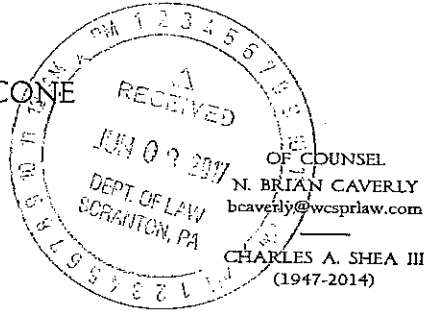
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RECEIVED
JUN 02 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

May 30, 2017

Joseph Wechsler, Council President
Scranton City Council
340 North Washington Avenue
Scranton, PA 18503
(via certified mail)

RE: Intermunicipal Transfer of Liquor License R3527

Dear Mr. Wechsler:

Please be advised that my office represents the interests of CFM Beer Brick, LLC in connection with the purchase of Pennsylvania Liquor License R3527. My client has entered into an Agreement of Sale for the purchase of said Liquor License with Joan Hudak located at 814 Susquehanna Ave., Olyphant, Lackawanna County, Pennsylvania. CFM Beer Brick, LLC will be purchasing the Liquor License in order to sell alcohol at the premises located at 337 West Market Street, Scranton, Lackawanna County, Pennsylvania. The above referenced license is currently registered in Olyphant and the Scranton City Council would have to approve the transfer of the License into Scranton City.

Due to the fact that CFM Beer Brick, LLC cannot submit their application to transfer the Liquor License to the Pennsylvania Liquor Control Board without approval of Scranton City Council, I am, by virtue of this correspondence, requesting that this matter be addressed at a public hearing before the next regularly scheduled meeting. I am enclosing a proposed Resolution for the Scranton City Council to consider if it votes to authorize the transfer of the License into Scranton City.

If you have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,

John P. Rodgers

JPR/am
Enclosures

cc. Jessica L. Boyles, Esquire (570-348-4105)



DEPARTMENT OF LAW

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

June 22, 2017

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

RECEIVED


JUN 22 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE APPROVING THE TRANSFER OF A RESTAURANT LIQUOR LICENSE CURRENTLY OWNED BY JOAN HUDAK T/D/B/A SEVEN SISTERS TAVERN, 814 SUSQUEHANNA AVENUE, OLYPHANT, LACKAWANNA COUNTY, PENNSYLVANIA, LICENSE NO. R-3527 TO CFM BEER BRICK, LLC FOR USE AT 337 WEST MARKET STREET, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA AS REQUIRED BY THE PENNSYLVANIA LIQUOR CONTROL BOARD.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

FILE OF THE COUNCIL NO _____

2017

AN ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-ONE MILLION DOLLARS (\$41,000,000) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA.C.S., CHAPTERS 80-82, AS AMENDED AND SUPPLEMENTED (THE "ACT"); FINDING THAT A PRIVATE SALE BY NEGOTIATION IS IN THE BEST FINANCIAL INTERESTS OF THE CITY; DETERMINING THAT SUCH BONDS SHALL EVIDENCE NONELECTORAL DEBT OF THE CITY; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS FOR A CERTAIN PROJECT OF THE CITY WHICH CONSISTS OF THE FOLLOWING: (1) CURRENTLY REFUNDING THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES B OF 2003; AND (2) PAYING THE COSTS AND EXPENSES OF ISSUANCE OF THE BONDS; SETTING FORTH THE REASONABLE ESTIMATED REMAINING USEFUL LIVES OF THE CAPITAL PROJECTS THAT ARE TO BE REFINANCED BY THE BONDS; ACCEPTING A PROPOSAL FOR THE PURCHASE OF SUCH BONDS AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH BONDS, WHEN ISSUED, SHALL CONSTITUTE GENERAL OBLIGATIONS OF THE CITY; FIXING THE DENOMINATIONS, DATED DATE, INTEREST PAYMENT DATES, MATURITY DATES, INTEREST RATES AND REDEMPTION PROVISIONS (IF APPLICABLE) AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; AUTHORIZING SPECIFIED OFFICERS OF THE CITY TO CONTRACT WITH THE PAYING AGENT FOR ITS SERVICES IN CONNECTION WITH THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH BONDS; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH BONDS TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY IN SUPPORT THEREOF; CREATING ONE OR MORE SINKING FUNDS IN CONNECTION WITH SUCH BONDS, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITARY; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT FOR SUCH BONDS WHEN DUE; SETTING FORTH REGISTRATION AND TRANSFER PROVISIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION OF ONE OR MORE INVESTMENT AGREEMENTS BY SPECIFIED OFFICERS OF THE CITY (IF APPLICABLE) AND THE PURCHASE OF CERTAIN U.S. TREASURY OBLIGATIONS OR ANY OTHER SECURITIES OR INVESTMENTS IN CONNECTION WITH THE INVESTMENT OF PROCEEDS OF THE BONDS AND THE REFUNDING OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES B OF 2003; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE CITY TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE BONDS, INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, ALL AS REQUIRED BY THE ACT; DECLARING THAT THE DEBT TO BE EVIDENCED BY SUCH BONDS, TOGETHER WITH ALL OTHER INDEBTEDNESS OF THE CITY, WILL NOT BE IN EXCESS OF ANY APPLICABLE LIMITATION IMPOSED BY THE ACT; AUTHORIZING PROPER

OFFICERS OF THE CITY TO DELIVER THE BONDS UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; SETTING FORTH CERTAIN COVENANTS PRECLUDING THE CITY FROM TAKING ACTIONS WHICH WOULD CAUSE THE BONDS TO BECOME "ARBITRAGE BONDS" OR "PRIVATE ACTIVITY BONDS," AS THOSE TERMS ARE USED IN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), AND APPLICABLE REGULATIONS PROMULGATED THEREUNDER; AUTHORIZING THE PURCHASE OF BOND INSURANCE (IF APPLICABLE) AND SETTING FORTH THE PROVISIONS, IF ANY, REQUIRED TO BE INCLUDED BY THE BOND INSURER; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE AND COVENANTING TO COMPLY WITH THE PROVISIONS THEREOF; AUTHORIZING THE EXECUTION OF ONE OR MORE ESCROW AGREEMENTS BY AND BETWEEN THE CITY AND THE ESCROW AGENTS NAMED THEREIN IN CONNECTION WITH THE REFUNDING OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES B OF 2003, IF NECESSARY OR DESIRABLE; APPROVING THE PREPARATION, USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT BY THE PURCHASER IN CONNECTION WITH THE MARKETING OF THE BONDS; SETTING FORTH THE CITY'S INTENT TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION PENSION FUNDING BONDS, SERIES C OF 2003 AND THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION BONDS, SERIES D OF 2003; AUTHORIZING THE EXECUTION OF ONE OR MORE ESCROW AGREEMENTS BY AND BETWEEN THE CITY AND THE ESCROW AGENT NAMED THEREIN IN CONNECTION WITH THE REFUNDING OF THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION PENSION FUNDING BONDS, SERIES C OF 2003 AND THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION BONDS, SERIES D OF 2003; AUTHORIZING THE EXECUTION OF ONE OR MORE INVESTMENT AGREEMENTS BY SPECIFIED OFFICERS OF THE CITY (IF APPLICABLE) AND THE PURCHASE OF CERTAIN U.S. TREASURY OBLIGATIONS OR ANY OTHER SECURITIES OR INVESTMENTS IN CONNECTION WITH THE INVESTMENT OF MONEYS WHICH WILL BE USED TO REFUND THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION PENSION FUNDING BONDS, SERIES C OF 2003 AND THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION BONDS, SERIES D OF 2003; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; AUTHORIZING AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF ALL OTHER REQUIRED DOCUMENTS AND THE TAKING OF ALL OTHER REQUIRED ACTION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES INsofar AS THE SAME SHALL BE INCONSISTENT HERewith.

WHEREAS, the City of Scranton, Lackawanna County, Pennsylvania (the "City"), is a home rule charter city operating under the Home Rule Charter and Optional Plans Law of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, the City, in contemplation of the issuance and sale of one or more series of its general obligation bonds in an aggregate principal amount not to exceed Forty-One Million Dollars (\$41,000,000), to provide funds for and towards certain projects of the City, has determined that the Bonds (hereinafter defined) shall be offered for sale at a private sale by negotiation pursuant to the provisions of the Local Government Unit Debt Act of the Commonwealth, as reenacted and amended (the "Act") and has determined that a private sale by negotiation is in the best financial interests of the City; and

WHEREAS, the City has determined that such Bonds will be issued as one or more series of general obligation bonds designated generally as "City of Scranton, Lackawanna County, Pennsylvania, General Obligation Bonds, Series of 2017" (the "Bonds") or such other name or designation including the appropriate designation of the series and year such Bonds are issued as shall be selected by the Mayor of the City upon delivery of each series of the definite Bonds in accordance with this Ordinance; and

WHEREAS, the City has determined to accept the proposal of RBC Capital Markets, Philadelphia, Pennsylvania, as representative (the "Purchaser"), for the purchase of the Bonds, such sale to be conditioned upon, among other things, the receipt of approval from the Department of Community and Economic Development of the Commonwealth (the "Department") relating to the incurring of the indebtedness to be evidenced by the Bonds; and

WHEREAS, the City has heretofore issued its \$35,650,000 original aggregate principal amount General Obligation Bonds, Series B of 2003 (the "2003B Bonds"), a portion of which remains outstanding (such portion being hereinafter referred to as the "Refunded 2003B Bonds"); and

WHEREAS, the City desires to authorize the current refunding of the outstanding Refunded 2003B Bonds for the purpose of reducing the total debt service over the life of the 2003B Bonds; and

WHEREAS, the Bonds which are being issued to currently refund the Refunded 2003B Bonds will not be outstanding through a maturity date that could not have been included in the issue of the 2003B Bonds; and

WHEREAS, if necessary or desirable, a portion of the proceeds of the Bonds shall be deposited in escrow pursuant to the terms of one or more escrow agreements (collectively, the "2003B Bonds Escrow Agreement"), to be executed by and between the City and an escrow agent named therein (the "2003B Bonds Escrow Agent"), such that such portion of the proceeds of the Bonds, together with interest to be earned thereon (if any), will be held by the 2003B Bonds Escrow Agent in a separate escrow account and irrevocably pledged for the redemption of the Refunded 2003B Bonds, all as shall be set forth more fully in the 2003B Bonds Escrow Agreement; and

WHEREAS, the City has heretofore issued its \$18,145,000 original aggregate principal amount Federally Taxable General Obligation Pension Funding Bonds, Series C of 2003 (the "2003C Bonds"), a portion of which remains outstanding; and

WHEREAS, the City has heretofore issued its \$13,480,000 original aggregate principal amount Federally Taxable General Obligation Bonds, Series D of 2003 (the "2003D Bonds"), a portion of which remains outstanding; and

WHEREAS, the City has determined to refund the 2003C Bonds and the 2003D Bonds with funds to be provided by the City (the "City Funds"); and

WHEREAS, if necessary or desirable, the City Funds shall be deposited in escrow pursuant to the terms of one or more escrow agreements (collectively, the "2003C Bonds and 2003D Bonds Escrow Agreement"), to be executed by and between the City and an escrow agent named therein (the "2003C Bonds and 2003D Bonds Escrow Agent"), such that the City Funds, together with interest to be earned thereon, will be held by the 2003C Bonds and 2003D Bonds Escrow Agent in a separate escrow account and irrevocably pledged for the refunding of the 2003C Bonds and 2003D Bonds, all as shall be set forth more fully in the 2003C Bonds and 2003D Bonds Escrow Agreement; and

WHEREAS, the City has determined to and desires to accept the proposal of the Purchaser and to incur nonelectoral debt in the aggregate principal amount not to exceed Forty-One Million Dollars (\$41,000,000) to fund a certain project (hereinafter described) of the City pursuant to the provisions of the Act.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Council of the City of Scranton, Lackawanna County, Pennsylvania (the "Council"), in lawful session duly assembled, as follows:

Section 1. Pursuant to the provisions of this Ordinance, the City hereby authorizes and directs the issuance of one or more series of general obligation bonds in the aggregate principal amount not to exceed Forty-One Million Dollars (\$41,000,000) to be designated generally as "City of Scranton, Lackawanna County, Pennsylvania, General Obligation Bonds, Series of 2017", or such other name or designation including the appropriate designation of the series and year such Bonds are issued as shall be selected by the Mayor of tl

City upon delivery of the definitive Bonds in accordance with this Ordinance. The Bonds shall be issued and sold in accordance with the provisions of the Act by private sale by negotiation. In connection therewith, the Council hereby finds and determines that a private sale by negotiation is in the best financial interests of the City.

Section 2. The City determines that the debt to be incurred pursuant to this Ordinance, which will be evidenced by the Bonds, shall be nonelectoral debt of the City.

Section 3. A brief description of the project (the "Project") to be funded with the proceeds of the Bonds is as follows: (1) currently refunding the Refunded 2003B Bonds, and (2) paying the costs and issuance of the issuance of the Bonds.

The remaining realistic estimated useful lives of the capital projects that were financed and refinanced by the proceeds of the 2003B Bonds which are to be refinanced by a portion of the proceeds of the Bonds range from at least 1 year to at least 25 years. It is hereby certified that an aggregate principal amount of the Bonds at least equal to the realistic estimated cost of each such capital project shall mature prior to the end of the useful life of such project.

Stated installments of maturities of principal of the Bonds will not be deferred beyond the later of one year after the estimated date for the completion of the construction portion of the Project or two years from the date of issuance of the Bonds.

The City hereby finds and certifies that realistic cost estimates have been obtained for the costs of the Project from financial analysts, registered architects, professional engineers or other persons qualified by experience to provide such estimates.

Section 4. In connection with the issuance and sale of the Bonds, the City, as required by the provisions of the Act, hereby finds, determines and states (a) that the purpose of the current refunding of the Refunded 2003B Bonds is to reduce total debt service over the life of the 2003B Bonds; and (b) that the current refunding of the Refunded 2003B Bonds is authorized and permitted under and pursuant to the provisions of Section 8241 of the Act. The City further finds and determines that the final maturity date of the Bonds issued to effect the current refunding of the Refunded 2003B Bonds does not extend to a date that could not have been included in the 2003B Bond issue.

The Council hereby authorizes and directs the Mayor of the City to determine the principal amount of the outstanding 2003B Bonds to be refunded by each series of the Bonds upon delivery of each series of the definitive Bonds in accordance with this Ordinance and hereby authorizes and directs its proper officers, agents and employees to execute all documents and take all actions necessary in connection with accomplishing the current refunding of the Refunded 2003B Bonds, including, but not limited to, providing notice to the paying agent for the Refunded 2003B Bonds, to call the Refunded 2003B Bonds for optional redemption in full on the date of delivery of the Bonds, or such other date as selected by the Mayor of the City upon delivery of the definitive Bonds in accordance with this Ordinance. In accordance with Section 8246 of the Act, it is the intent of the City that the Refunded 2003B Bonds shall no longer be outstanding from and after the date of the issuance of the Bonds.

Section 5. Subject to the approval of the Department, as required by the provisions of the Act, the City shall and does hereby accept the proposal of the Purchaser, for the purchase of the Bonds in accordance with the terms and conditions of this Ordinance and the Purchaser's proposal, dated July __, 2017 (the "Proposal"). The sale of the Bonds shall be for an aggregate purchase price of not less than 96% of the aggregate par amount of the Bonds issued by the City, exclusive of any original issue discount and any original issue premium, plus accrued interest, if any, from the date of the Bonds to the date of delivery thereof. The Mayor of the City and the Controller of the City are hereby authorized and directed to accept and to execute the Proposal and any supplements, amendments and/or confirmations thereto in the name and on behalf of the City, and the City Clerk of the City is hereby authorized and directed to attest to such acceptance and execution. A copy of the Proposal, as presented to the City and accepted by this Ordinance, is incorporated herein by reference and shall be attached to this Ordinance and maintained with the minutes of this meeting. The bid security, if any, accompanying the Proposal shall be held and shall be applied as provided by the Act; provided, however, that no allowance for interest shall be made by the City with respect to such bid security, except as provided by the Act. Upon final pricing of each series of the Bonds, the

Purchaser will present to the City an addendum or confirmation to the Proposal for each series of the Bonds setting forth the final terms and conditions of each series of the Bonds, including the final principal amount, interest rates, redemption provisions and purchase price for each series of the Bonds (collectively, the "Addendum"). As long as the terms and conditions set forth in the Addendum satisfy the parameters set forth in this Ordinance, the Mayor of the City and the Controller of the City are hereby authorized and directed to accept and to execute the Addendum in the name and on behalf of the City, and the City Clerk of the City is hereby authorized and directed to attest to such acceptance and execution.

Section 6. Each series of the Bonds, when issued, will be a general obligation of the City.

Section 7. Each series of the Bonds shall be fully registered, without coupons, in denominations of \$5,000 or any integral multiple thereof, in substantially the form hereinafter set forth in Section 10. Each series of the Bonds shall be dated and shall bear interest from that date at the applicable rates per annum on the dates (each an "Interest Payment Date"), until maturity or prior redemption, as set forth in the definitive Bonds for such series as delivered to the Purchaser in accordance with the provisions hereof, subject, in each case, to the parameters set forth in Section 8.

Section 8. The Bonds shall bear the maximum rates of interest and shall mature, whether by maturity or mandatory sinking fund redemption, on the dates and in the maximum amounts as set forth on Exhibit A attached hereto.

Each series of the Bonds shall be issued in such aggregate principal amounts among series, as serial bonds or term bonds and shall be subject to optional and mandatory sinking fund redemption as set forth in the definitive Bonds as delivered to the Purchaser in accordance with the provisions hereof and the delivery instructions of the Purchaser; provided however that the interest rates on the Bonds, and any serial maturities or mandatory sinking fund redemption amounts shall be within the parameters set forth on Exhibit A.

In lieu of such mandatory redemption, the Paying Agent (hereinafter defined), on behalf of the City, may purchase, from money in the hereinafter-defined Sinking Funds, or the City may tender to the Paying Agent, all or part of the Bonds subject to mandatory redemption in any such year.

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, such Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Bond being subject to redemption. In the event of a partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of the same series and of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

Any redemption of Bonds shall be upon notice effected by mailing a copy of the redemption notice by first-class mail, postage prepaid, such notice to be sent not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, addressed to the registered owners of Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent (hereinafter defined) as of the date the Bonds are selected for redemption; provided, however, that failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

If at the time of mailing of the notice of redemption the City shall not have deposited with the Paying Agent moneys sufficient to redeem all of the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent no later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by such Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under this

Ordinance, and registered owners of such Bonds shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or by executive order to remain closed, then the payment of such principal and interest upon such redemption need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date.

Section 9. The Mayor and Controller of the City or other proper officers of the City are hereby authorized, empowered and directed to contract with Community Bank, N.A., Scranton, Pennsylvania, as paying agent, or such other paying agent which shall be a bank or bank and trust company authorized to do business in the Commonwealth, as may be selected by the Mayor of the City upon delivery of each series of the definitive Bonds in accordance with this Ordinance (any such paying agent selected in accordance with this Section 9 being hereinafter referred to as the "Paying Agent"), for its services as paying agent and sinking fund depository in accordance with the terms and conditions of the Proposal, this Ordinance and the Act. Payment of the principal of and interest on the Bonds shall be made, when due, in accordance with the provisions of the Bonds, at the corporate trust office of the Paying Agent in lawful money of the United States of America.

Section 10. Each series of the Bonds shall be in substantially the form set forth in Exhibit B hereto. The form of the Bonds as submitted to the City is hereby approved in substantially such form, with such changes, insertions and variations as are necessary or appropriate to reflect the final terms, including, but not limited to, series designation, interest rates, principal amounts, the name or designation and the final redemption provisions, of the Bonds as specified to the City in the delivery instructions of the Purchaser and such other changes as the Mayor of the City may approve upon advice of the Solicitor of the City, such approval to be evidenced by such officer's execution and delivery of the Bonds.

Section 11. The Bonds shall be executed in the name and on behalf of the City by the true or facsimile signatures of the Mayor and Controller of the City and the true or facsimile official seal of the City shall be affixed thereunto, duly attested by the true or facsimile signature of the City Clerk of the City. Said officers are authorized and directed to execute and attest the Bonds. The execution and delivery of the Bonds in accordance with Section 10 hereof shall constitute conclusive proof of the approval of the final terms and provisions of the Bonds by the City.

No Bond constituting one of the Bonds shall be entitled to any benefit under this Ordinance nor shall it be valid, obligatory or enforceable for any purpose until such Bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

Each series of the Bonds shall initially be issued in the form of one fully-registered Bond for the aggregate principal amount of the Bonds of each maturity, which Bonds shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). The Bonds issued in the name of Cede & Co. in accordance with the provisions of this Section may be issued in typewritten form satisfactory to DTC. Except as provided below all of the Bonds shall be registered in the registration books kept by the Paying Agent in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the City or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books maintained by the Paying Agent, in connection with discontinuing the book-entry system as below or otherwise.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price, if any, or interest on such

Bonds shall be made to DTC or its nominee. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the City or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid.

The City and the Paying Agent shall treat DTC (or its nominee) as the sole and exclusive registered owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of the Bonds, registering the transfer of the Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for all other purposes whatsoever; and neither the City nor the Paying Agent shall be affected by any notice to the contrary. Neither the City nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the registration books of the Paying Agent as being a registered owner, with respect to: (1) the Bonds; (2) the accuracy of any records maintained by DTC or any such participant; (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds; (4) any notice which is permitted or required to be given to registered owners of the Bonds; (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as the registered owner of the Bonds.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the registered owners of the Bonds under this Ordinance shall be given to DTC.

In connection with any notice or other communication to be provided to registered owners of the Bonds pursuant to this Ordinance by the City or the Paying Agent with respect to any consent or other action to be taken by registered owners of the Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the City or the Paying Agent may establish a special record date for such consent or other action. The City or the Paying Agent shall give DTC notice of such special record date not less than 10 calendar days in advance of such special record date to the extent possible.

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if: (1) after notice to the City and the Paying Agent, DTC determines to resign as securities depository for the Bonds; (2) after notice to DTC and the Paying Agent, the City determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the City or the beneficial owners of the Bonds. In any such event, unless the City appoints a successor securities depository, the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated in writing by DTC, but without any liability on the part of the City or the Paying Agent for the accuracy of such designation. Whenever DTC requests the City and the Paying Agent to do so, the City and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable written notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Section 12. The City covenants to and with the registered owners from time to time of the Bonds that the City (i) shall include in its budget in each fiscal year the amount of the debt service for each fiscal year of the City in which such sums are payable, (ii) shall appropriate from its general revenues in each such fiscal year the amount required to pay debt service on the Bonds for such year, and (iii) shall duly and punctually pay or cause to be paid from its Sinking Funds or any other of its revenues or funds the principal amount of the Bonds and the interest due thereon at the dates and place and in the manner stated therein, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the City shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in Section 8104 of the Act, the foregoing covenant of the City shall be enforceable specifically.

Section 13. The City hereby covenants to create and there is hereby created, pursuant to Section 8221 of the Act, a sinking fund for each series of the Bonds issued, each sinking fund to be known as "Sinking Fund - City of Scranton, Lackawanna County,

Pennsylvania, General Obligation Bonds, Series of 2017" (collectively, the "Sinking Funds"), or such other name or designation to coincide with the series of Bonds issued, the name of the Bonds and the series and year issued as selected by the proper officers of the City, which such Sinking Fund shall be established with the Paying Agent and administered in accordance with applicable provisions of the Act and this Ordinance.

Section 14. The Paying Agent shall be the "sinking fund depository" with respect to the Sinking Funds created pursuant to Section 13. The City covenants and agrees to deposit in the Sinking Funds, on or before each Interest Payment Date, an amount which shall be sufficient to permit the Paying Agent to pay on such Interest Payment Date all principal and accrued interest becoming due with respect to the Bonds. After such deposit, the Paying Agent shall, without further authorization or direction from the City or any of its officials, upon proper and timely presentation, execution and surrender of the Bonds, with respect to the payment of principal of the Bonds, or at the Interest Payment Date, with respect to the payment of interest on the Bonds, withdraw moneys from the Sinking Funds and apply such moneys to the prompt and full payment of such obligations in accordance with the terms thereof, the terms and conditions of this Ordinance and the provisions of the Act.

Section 15. Each Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication of such Bonds, unless (a) such Bonds are registered and authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from said Interest Payment Date; or (b) the Bonds are registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event such Bonds shall bear interest from such Interest Payment Date, or (c) the Bonds are registered and authenticated on or prior to the Record Date preceding the first Interest Payment Date, in which event such Bonds shall bear interest from the dated date thereof, or (d) as shown by the records of the Paying Agent, interest on such Bonds shall be in default, in which event such Bonds shall bear interest from the date on which interest was last paid on such Bonds. Interest shall be paid as set forth in the definitive Bonds, until the principal sum is paid. Interest on the Bonds is payable by check drawn on the Paying Agent, which shall be mailed to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each Interest Payment Date or such other day approved by the Mayor of the City upon delivery of each series of the definitive Bonds in accordance with this Ordinance (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the City shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of the Bonds not less than ten (10) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing or such other day approved by the Mayor of the City upon delivery of each series of the definitive Bonds in accordance with this Ordinance.

If the date for payment of the principal of or the interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to remain closed, then the payment of such principal or interest need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

The City and the Paying Agent shall not be required: (i) to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) to register the transfer of or exchange any portion of any Bond selected for redemption, in whole or in part until after the date fixed for redemption. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

The Bonds shall be transferable or exchangeable by the registered owner thereof upon surrender thereof to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of the Bonds in the registration books of the City maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees new fully registered Bonds of authorized denominations of the same series and maturity for the aggregate amount which the transferee or transferees are entitled to receive at the earliest practicable time.

The City and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered on the registration books of the City maintained by the Paying Agent as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of and/or interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but such registration may be changed, as herein and in the Bonds provided. All such payments shall be valid and effectual to satisfy in full and discharge the liability of the City upon the Bonds so paid, to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The City shall cause to be kept, and the Paying Agent shall keep, at the principal corporate trust office of the Paying Agent, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as the Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

Section 16. If necessary, the City hereby approves the execution of one or more investment agreements, the purchase of certain U.S. Treasury obligations or any other securities or investments (the "Investments") for investment of the proceeds of the Bonds and the refunding of the Refunded 2003B Bonds. The City hereby authorizes and directs the Mayor and Controller of the City to execute and the City Clerk of the City to attest, any investment agreement on behalf of the City, in the form approved by the Solicitor of the City and Bond Counsel to the City. The Investments shall be limited to those authorized under law for proceeds of the Bonds.

Section 17. The Mayor, Controller or the City Clerk of the City, and, if applicable, their duly qualified respective successors, are each hereby authorized and directed, in the name and on behalf of the City: (a) to prepare, execute and certify the debt statement and borrowing base certificate required by the Act; (b) to prepare, execute and file with the Department, as required by Section 8111 of the Act, a duly attested copy of this Ordinance, with proofs of proper publication, the accepted Proposal of the Purchaser and a complete and accurate transcript of the proceedings relating to the incurring of the debt to be evidenced by the Bonds, including the debt statement and borrowing base certificate; (c) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; (d) to pay or cause to be paid from proceeds of the Bonds or otherwise, all costs and expenses incurred by the City in connection with the issuance of the Bonds; (e) to advertise the enactment of this Ordinance, as required by the Act; and (f) to take any and all other action, and to execute and deliver any and all documents and other instruments, required or permitted by the Act or by the Proposal of the Purchaser, or which they, in their sole discretion, may deem necessary, proper or desirable to effect the issuance of the Bonds, to the extent not inconsistent with this Ordinance or applicable law.

The Mayor, Controller or the City Clerk of the City and, if applicable, their duly qualified respective successors, are each authorized and directed, if necessary or desirable, to cause to be prepared and filed with the Department appropriate statements required by Section 8026 of the Act which are necessary to qualify the nonelectoral or lease rental debt of the City, which is subject to exclusion of self-liquidating or subsidized debt, for exclusion from the appropriate debt limits of the City as self-liquidating or subsidized debt.

Section 18. It is hereby declared that the debt to be evidenced by the Bonds, together with all other indebtedness of the City, is not in excess of any applicable limitation imposed by the Act upon the incurring of debt by the City.

Section 19. The proper officers of the City are hereby authorized and directed to deliver the Bonds to the Purchaser, upon due registration and authentication thereof as provided for herein, upon receipt of full and proper payment of the purchase price therefor, provided, however, that such delivery shall be effected only after the Department has certified its approval pursuant to Section 8204 of the Act.

Section 20. The City covenants to and with the registered owners of the Bonds that it will make no use of the proceeds of such issue or do or suffer any other action which, if such use or action had been reasonably expected on the date of issue of such Bonds, would cause such Bonds to be "arbitrage bonds" or "private activity bonds" as those terms are defined in Section 148 and Section 141 of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable regulations thereunder. The City further covenants that it will comply with the requirements of such Section 148 and Section 141 and with the regulations thereunder throughout the term of this issue. In addition, the Mayor and Controller of the City, being the official(s) responsible for issuing the Bonds, attested by the City Clerk of the City, are hereby authorized and directed to execute and deliver, in the name and on behalf of the City, any and all documents or other instruments which Bond Counsel may reasonably request in connection with the providing of its opinion that the Bonds are not "arbitrage bonds" or "private activity bonds" within the meanings of Section 148 and Section 141 of the Code and the regulations promulgated thereunder, including, without limitation, a certificate dated the date of issuance and delivery of the Bonds, which certificate shall set forth the reasonable expectations of the City as to the amount and use of the proceeds of the Bonds.

Section 21. With respect to each series of the Bonds, if determined to be advantageous to the City by the Mayor of the City, the City hereby authorizes and directs the purchase of a municipal bond insurance policy (the "Municipal Bond Insurance Policy") to be issued by a municipal bond insurer (the "Insurer") acceptable to the Purchaser and the Mayor of the City insuring the payment when due of the principal of and interest on such series of the Bonds as provided therein. Proper officers of the City are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, including the payment of the premium thereof.

The Mayor of the City and the City Clerk of the City are hereby authorized and directed to execute any and all insurance agreements and certificates with or for the benefit of the Insurer as may be necessary regarding the issuance of the Bonds and the delivery of the Municipal Bond Insurance Policy and acceptable to such officers executing the same.

Section 22. If necessary, on the date of delivery of the Bonds, to the extent required for a lawful defeasance of the Refunded 2003B Bonds, the Mayor, Controller and City Clerk of the City or other proper officers of the City are hereby authorized, empowered and directed to execute, attest and deliver the 2003B Bonds Escrow Agreement in the form approved by such officers with the advice of the Solicitor of the City. The 2003B Bonds Escrow Agreement shall provide for, among other things, the following: (i) a certification to the 2003B Bonds Escrow Agent of the amount required to pay the principal of, premium, if any, and interest on, the Refunded 2003B Bonds, (ii) the deposit with the 2003B Bonds Escrow Agent of an amount which, when taken together with the interest to be earned thereon, will be in the amount necessary to pay the principal of, premium, if any, and interest on the Refunded 2003B Bonds maturing on or after the date fixed for the redemption thereof, (iii) the investment of the amounts deposited with and held by the 2003B Bonds Escrow Agent, (iv) a direction to the 2003B Bonds Escrow Agent to cause notice of redemption to be given to the holders of the Refunded 2003B Bonds, and (v) the irrevocable pledge and escrow of, and grant of a security interest in favor of the 2003B Bonds Escrow Agent of all investments held by it pursuant to the 2003B Bonds Escrow Agreement.

The City hereby authorizes and directs the proper officers, agents and employees to execute any and all other documents and to take any and all action necessary in connection with the Project to cause the Refunded 2003B Bonds to "no longer be deemed to be outstanding" as of the date of delivery of the Bonds, within the meaning and for the purposes of Section 8250 of the Act and to pay the principal of and interest due on the Refunded 2003B Bonds when due.

Section 23. The Mayor, Controller and City Clerk of the City or other proper officers of the City are hereby authorized to execute the Continuing Disclosure Certificate (hereinafter defined) on behalf of the City and the City hereby covenants and agrees that it will

comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder or on the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

As used herein, the term "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate to be executed by the City in order to comply with Securities and Exchange Commission Rule 15c2-12, and dated the date of issuance and delivery of each series of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

As used herein, the term "Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries).

Section 24. The Council hereby approves the preparation, use and distribution of one or more Preliminary Official Statements by the Purchaser in connection with the marketing of each series of the Bonds. The Mayor of the City is hereby authorized to execute and approve one or more final Official Statements relating to each series of the Bonds and any amendments or supplements to the same, provided that the final Official Statement and any amendment and/or supplement shall have been approved by the Solicitor of the City. The Purchaser is hereby authorized to use the final Official Statement (and any amendment or supplement thereto) in connection with the sale of the Bonds.

Section 25. Pursuant to the provisions of this Ordinance, the City hereby authorizes and directs the refunding of the 2003C Bonds and the 2003D Bonds with the City Funds.

The City hereby authorizes and directs its proper officers, agents and employees to execute all documents and take all actions necessary in connection with accomplishing the refunding of the 2003C Bonds and the 2003D Bonds, including, but not limited to, providing notice to the respective paying agent for each of the 2003C Bonds and the 2003D Bonds, to call the 2003C Bonds and the 2003D Bonds for optional redemption in full on such date as selected by the Mayor of the City. In accordance with Section 8246 of the Act, it is the intent of the City that the 2003C Bonds and the 2003D Bonds shall no longer be outstanding from and after the date of the redemption of the 2003C Bonds and the 2003D Bonds.

If necessary or desirable, to the extent required for a lawful defeasance of the 2003C Bonds and the 2003D Bonds, the Mayor, Controller and City Clerk of the City or other proper officers of the City are hereby authorized, empowered and directed to execute, attest and deliver the 2003C Bonds and 2003D Bonds Escrow Agreement in the form approved by such officers with the advice of the Solicitor of the City. The 2003C Bonds and 2003D Bonds Escrow Agreement shall provide for, among other things, the following: (i) a certification to the 2003C Bonds and 2003D Bonds Escrow Agent of the amount required to pay the principal of, premium, if any, and interest on, the 2003C Bonds and the 2003D Bonds, (ii) the deposit with the 2003C Bonds and 2003D Bonds Escrow Agent of an amount which, when taken together with the interest to be earned thereon, will be in the amount necessary to pay the principal of, premium, if any, and interest on the 2003C Bonds and the 2003D Bonds maturing on or after the date fixed for the redemption thereof, (iii) the investment of the amounts deposited with and held by the 2003C Bonds and 2003D Bonds Escrow Agent, (iv) a direction to the 2003C Bonds and 2003D Bonds Escrow Agent to cause notice of redemption to be given to the holders of the 2003C Bonds and the 2003D Bonds, and (v) the irrevocable pledge and escrow of, and grant of a security interest in favor of the 2003C Bonds and 2003D Bonds Escrow Agent of all investments held by it pursuant to the 2003C Bonds and 2003D Bonds Escrow Agreement.

The City hereby approves the execution of one or more investment agreements, the purchase of certain U.S. Treasury obligations or any other securities or investments (the "2003C Bonds and 2003D Bonds Investments") for investment of the City Funds held under the 2003C Bonds and 2003D Bonds Escrow Agreement. The City hereby authorizes and directs the Mayor and Controller of the City to execute and the City Clerk of the City to attest any 112

investment agreement on behalf of the City, in the form approved by the Solicitor of the City and Bond Counsel of the City. The 2003C Bonds and 2003D Bonds Investments shall be limited to those authorized under law.

The City hereby authorizes and directs the proper officers, agents and employees to execute any and all other documents and to take any and all action necessary in connection with the refunding of the 2003C Bonds and the 2003D Bonds to cause the 2003C Bonds and the 2003D Bonds to "no longer be deemed to be outstanding" under the Local Government Unit Debt Act, 53 Pa.C.S., Chapters 80-82, of the Commonwealth of Pennsylvania, as amended and supplemented.

Section 26. The City hereby appoints and engages Stevens & Lee, P.C., to act as Bond Counsel to the City in connection with the issuance of the Bonds and to facilitate the intent of this Ordinance.

Section 27. All expenses incurred in connection with issuance of the Bonds shall be paid out of the proceeds derived from the issuance of the Bonds and the Mayor of the City is authorized to approve requests for payment of such expenses and to pay or direct the payment of such expenses.

Section 28. The Mayor, Controller and City Clerk of the City or other proper officers and officials of the City are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effect the execution, issuance, sale and delivery of the Bonds, all in accordance with this Ordinance.

Section 29. The Mayor, Controller and City Clerk of the City or other proper officers of the City are hereby authorized, jointly and severally, to do any and all other things necessary to effectuate the issuance, execution, delivery and sale of the Bonds and the financing of the Project, including the execution and delivery of any and all additional documents, representations, declarations, loan agreements, reimbursement agreements, security agreements, promissory notes, intercreditor agreements, derivative and/or interest rate management agreements, derivative and/or interest rate management termination agreements, escrow agreements, assignments, financing statements, certificates, authorizations, contracts, agreements, insurance binders and other papers as may be necessary to effectuate any of the foregoing, and such execution and delivery shall be conclusive evidence of the authorization and approval thereof by the City.

Section 30. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the City that the remainder of this Ordinance shall remain in full force and effect.

Section 31. All ordinances or parts of ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.

Section 32. 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 Commonwealth of Pennsylvania.

Section 33. This Ordinance shall be effective in accordance with Section 8003 of the Act.

EXHIBIT A

MAXIMUM DEBT SERVICE SCHEDULE

CITY OF SCRANTON

SERIES OF 2017 MAXIMUM PARAMETERS
 REFUNDS THE SERIES B OF 2003

Settle 8/31/2017
 Dated 8/31/2017

1	2	3	4	5	6
<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
3/1/2018			1,236,833.33	1,236,833.33	
9/1/2018	2,990,000	6.000	1,230,000.00	4,220,000.00	5,456,833.33
3/1/2019			1,140,300.00	1,140,300.00	
9/1/2019	3,070,000	6.000	1,140,300.00	4,210,300.00	5,350,600.00
3/1/2020			1,048,200.00	1,048,200.00	
9/1/2020	3,155,000	6.000	1,048,200.00	4,203,200.00	5,251,400.00
3/1/2021			953,550.00	953,550.00	
9/1/2021	3,255,000	6.000	953,550.00	4,208,550.00	5,162,100.00
3/1/2022			855,900.00	855,900.00	
9/1/2022	3,345,000	6.000	855,900.00	4,200,900.00	5,056,800.00
3/1/2023			755,550.00	755,550.00	
9/1/2023	3,490,000	6.000	755,550.00	4,245,550.00	5,001,100.00
3/1/2024			650,850.00	650,850.00	
9/1/2024	2,760,000	6.000	650,850.00	3,410,850.00	4,061,700.00
3/1/2025			568,050.00	568,050.00	
9/1/2025	2,050,000	6.000	568,050.00	2,618,050.00	3,186,100.00
3/1/2026			506,550.00	506,550.00	
9/1/2026	2,110,000	6.000	506,550.00	2,616,550.00	3,123,100.00
3/1/2027			443,250.00	443,250.00	
9/1/2027	2,190,000	6.000	443,250.00	2,633,250.00	3,076,500.00
3/1/2028			377,550.00	377,550.00	
9/1/2028	3,375,000	6.000	377,550.00	3,752,550.00	4,130,100.00
3/1/2029			276,300.00	276,300.00	
9/1/2029	4,650,000	6.000	276,300.00	4,926,300.00	5,202,600.00
3/1/2030			136,800.00	136,800.00	
9/1/2030	3,690,000	6.000	136,800.00	3,826,800.00	3,963,600.00
3/1/2031			26,100.00	26,100.00	
9/1/2031	870,000	6.000	26,100.00	896,100.00	922,200.00
TOTALS	41,000,000		17,944,733.33	58,944,733.33	58,944,733.33

EXHIBIT B

(FORM OF BOND)

REGISTERED
NUMBER R-__

REGISTERED
\$_____

Unless this certificate is presented by an authorized representative of The Depository Trust Company ("DTC"), a New York corporation, to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CITY OF SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION BOND, SERIES [] OF 201[7]

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE OF SERIES</u>	<u>CUSIP</u>
	_____, _____	_____, 201[7]	
REGISTERED OWNER	CEDE & CO.		
PRINCIPAL AMOUNT	\$_____		

KNOW ALL MEN BY THESE PRESENTS, that the City of Scranton, Lackawanna County, Pennsylvania (the "City"), a City existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, hereby acknowledges itself to be indebted and promises to pay to the order of the Registered Owner hereof, or registered assigns, on the maturity date stated hereon (or upon prior redemption, as hereinafter provided), upon presentation and surrender hereof, the Principal Amount shown above and to pay semiannually on _____ and _____ of each year prior to maturity or redemption (each an "Interest Payment Date"), beginning on _____, _____, to the registered owner hereof, interest on such principal sum, at the rate per annum stated hereon, from the Interest Payment Date next preceding the date of registration and authentication of this City of Scranton, Lackawanna County, Pennsylvania, General Obligation Bond, Series [] of 201[7] (the "Bond"), unless (a) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date, or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date, or (c) this Bond is registered and authenticated on or prior to the Record

Date preceding _____, _____, in which event such Bond shall bear interest from _____, 2017, or (d) as shown by the records of Community Bank, N.A., as paying agent, at its offices located in Scranton, Pennsylvania, or its successor (the "Paying Agent"), interest on such Bond shall be in default, in which event such Bond shall bear interest from the date on which interest was last paid on such Bond. Interest on each Bond is payable by check drawn on the Paying Agent, which shall be mailed to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each Interest Payment Date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such Interest Payment Date, unless the City shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of Bonds (hereinafter defined) not less than ten (10) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

Whenever the due date for payment of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to remain closed, then payment of such interest, principal, or redemption price need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day upon which banks are authorized by law or executive order to remain closed, with the same force and effect as if made on the due date for payment of principal or interest or redemption price and no interest shall accrue thereon for any period after such due date.

This Bond is one of a series of bonds of the City known generally as "City of Scranton, Lackawanna County, Pennsylvania, General Obligation Bonds, Series [] of 201[7]," dated _____, 201[7] (the "Bonds"), issued by the City in the aggregate principal amount of _____ Dollars (\$_____).

The Bonds are in fully registered form, without coupons, and have been authorized and issued in accordance with the Local Government Unit Debt Act of the Commonwealth (the "Act"), without the assent of the electors, pursuant to an ordinance (the "Ordinance") of the Council of the City duly enacted on July __, 2017. The terms and provisions of the Ordinance are hereby incorporated by reference as if set forth fully herein. The Bonds are issuable only as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof.

The City has covenanted in the Ordinance that it shall include in its budget the amount of the debt service for each fiscal year of the City in which principal and/or interest on the Bonds is payable, that it shall appropriate from its general revenues any such sums for the payment of such debt service and that it shall duly and punctually cause to be paid when due principal and interest on the Bonds.

In the Ordinance, the City has covenanted to and with registered owners of the Bonds that it will make no use of the proceeds of the Bonds, or do or suffer any other action,

which, if such use or action had been reasonably expected on the date of issuance of the Bonds, would cause the Bonds to be "arbitrage bonds" or "private activity bonds" as those terms are defined in Section 148 and Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder.

This Bond shall not be entitled to any benefit under the Ordinance nor shall it be valid, obligatory or enforceable for any purpose until this Bond shall have been authenticated by the Paying Agent.

The Bonds maturing on or after _____, _____, shall be subject to redemption, prior to maturity, at the option of the City, in whole or in part, in any order of maturities, at any time on or after _____, _____, at a price equal to 100% of the principal amount of the Bonds to be redeemed and accrued interest thereon to the date fixed for such optional redemption. In the event that less than all of the Bonds of a particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent.

The Bonds stated to mature on _____, _____, are subject to mandatory redemption prior to maturity on _____ of the years (at a price equal to the principal amount of the Bonds called for mandatory redemption plus accrued interest thereon to the date fixed for such mandatory redemption) and in the principal amounts as set forth in the following schedule, as drawn by lot by the Paying Agent:

<u>Year</u>	<u>Principal Amount</u>
	\$

*

* at maturity

In lieu of such mandatory redemption, the Paying Agent, on behalf of the City, may purchase, from money in the Sinking Fund, or the City may tender to the Paying Agent, all or part of the Bonds subject to mandatory redemption in any such year.

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, such Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Bond being subject to redemption. In the event of a partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of the same series and of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

Any redemption of Bonds shall be upon notice effected by mailing a copy of the redemption notice by first-class mail, postage prepaid, such notice to be sent not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, addressed to the

registered owners of Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent (hereinafter defined) as of the date the Bonds are selected for redemption; provided, however, that failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

If at the time of mailing of the notice of redemption the City shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent no later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by such Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under the Ordinance, and registered owners of such Bonds shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or by executive order to remain closed, then the payment of such principal and interest upon such redemption need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date.

This Bond may be transferred or exchanged by the registered owner hereof only upon surrender of this Bond to the Paying Agent at its principal corporate trust office, accompanied by a written instrument or instruments of transfer in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of the same series and of authorized denominations of the same maturity and form for the aggregate amount which the transferee is entitled to receive at the earliest practicable time. The City and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City and the Paying Agent shall not be affected by any notice to the contrary. All payments made to the registered owner of a Bond, as herein provided, shall be valid and effectual to satisfy in full and discharge the liability of the City upon the Bond as paid.

The City and the Paying Agent shall not be required: (i) to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to

be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) to register the transfer of or exchange any portion of any Bond selected for redemption, in whole or in part until after the date fixed for redemption. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate.

The City has caused CUSIP numbers to be printed on the Bonds as a convenience to bondholders. No representation is made as to the accuracy of such numbers as printed on the Bonds.

No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based hereon or on the Ordinance, against any member, officer or employee, past, present, or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Bond.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth for the City to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth to exist, to have happened or to have been performed, precedent to or in connection with the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the City is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth; that the City has established with the Paying Agent, as Sinking Fund Depositary, a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the City are hereby irrevocably pledged.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City of Scranton, Lackawanna County, Pennsylvania, has caused this Bond to be signed in its name and on its behalf by the signatures of the Mayor and Controller of the City and its corporate seal to be hereunder affixed, duly attested by the signature of the City Clerk of the City, as of the _____ day of _____, 201[7].

CITY OF SCRANTON
Lackawanna County, Pennsylvania

(SEAL)

By: _____
Mayor

By: _____
Controller

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Solicitor

STATEMENT OF INSURANCE

[To come, if applicable]

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

It is certified that this Bond is a Bond issued under the provisions of the within-mentioned Ordinance.

COMMUNITY BANK, N.A., as Paying Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, _____ (the "Transferror"), the undersigned, hereby sells, assigns and transfers unto

Name (the "Transferee")

Address

Social Security or
Federal Employer Identification No.

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guarantee program.

NOTICE: No transfer will be made in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name(s) as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust, and the name of the trustee should be supplied.

(END OF BOND FORM)



DEPARTMENT OF LAW

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

June 27, 2017

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

RECEIVED
JUN 28 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

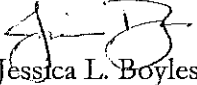
Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-ONE MILLION DOLLARS (\$41,000,000) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA.C.S., CHAPTERS 80-82, AS AMENDED AND SUPPLEMENTED (THE "ACT"); FINDING THAT A PRIVATE SALE BY NEGOTIATION IS IN THE BEST FINANCIAL INTERESTS OF THE CITY; DETERMINING THAT SUCH BONDS SHALL EVIDENCE NONELECTORAL DEBT OF THE CITY; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS FOR A CERTAIN PROJECT OF THE CITY WHICH CONSISTS OF THE FOLLOWING: (1) CURRENTLY REFUNDING THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES B OF 2003; AND (2) PAYING THE COSTS AND EXPENSES OF ISSUANCE OF THE BONDS; SETTING FORTH THE REASONABLE ESTIMATED REMAINING USEFUL LIVES OF THE CAPITAL PROJECTS THAT ARE TO BE REFINANCED BY THE BONDS; ACCEPTING A PROPOSAL FOR THE PURCHASE OF SUCH BONDS AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH BONDS, WHEN ISSUED, SHALL CONSTITUTE GENERAL OBLIGATIONS OF THE CITY; FIXING THE DENOMINATIONS, DATED DATE, INTEREST PAYMENT DATES, MATURITY DATES, INTEREST RATES AND REDEMPTION PROVISIONS (IF APPLICABLE) AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; AUTHORIZING SPECIFIED OFFICERS OF THE CITY TO CONTRACT WITH THE PAYING AGENT FOR ITS SERVICES IN CONNECTION WITH THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH BONDS; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH BONDS TO THE EXTENT REQUIRED BY THE ACT

AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY IN SUPPORT THEREOF; CREATING ONE OR MORE SINKING FUNDS IN CONNECTION WITH SUCH BONDS, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITARY; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT FOR SUCH BONDS WHEN DUE; SETTING FORTH REGISTRATION AND TRANSFER PROVISIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION OF ONE OR MORE INVESTMENT AGREEMENTS BY SPECIFIED OFFICERS OF THE CITY (IF APPLICABLE) AND THE PURCHASE OF CERTAIN U.S. TREASURY OBLIGATIONS OR ANY OTHER SECURITIES OR INVESTMENTS IN CONNECTION WITH THE INVESTMENT OF PROCEEDS OF THE BONDS AND THE REFUNDING OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES B OF 2003; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE CITY TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE BONDS, INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, ALL AS REQUIRED BY THE ACT; DECLARING THAT THE DEBT TO BE EVIDENCED BY SUCH BONDS, TOGETHER WITH ALL OTHER INDEBTEDNESS OF THE CITY, WILL NOT BE IN EXCESS OF ANY APPLICABLE LIMITATION IMPOSED BY THE ACT; AUTHORIZING PROPER OFFICERS OF THE CITY TO DELIVER THE BONDS UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; SETTING FORTH CERTAIN COVENANTS PRECLUDING THE CITY FROM TAKING ACTIONS WHICH WOULD CAUSE THE BONDS TO BECOME "ARBITRAGE BONDS" OR "PRIVATE ACTIVITY BONDS," AS THOSE TERMS ARE USED IN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), AND APPLICABLE REGULATIONS PROMULGATED THEREUNDER; AUTHORIZING THE PURCHASE OF BOND INSURANCE (IF APPLICABLE) AND SETTING FORTH THE PROVISIONS, IF ANY, REQUIRED TO BE INCLUDED BY THE BOND INSURER; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE AND COVENANTING TO COMPLY WITH THE PROVISIONS THEREOF; AUTHORIZING THE EXECUTION OF ONE OR MORE ESCROW AGREEMENTS BY AND BETWEEN THE CITY AND THE ESCROW AGENTS NAMED THEREIN IN CONNECTION WITH THE REFUNDING OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES B OF 2003, IF NECESSARY OR DESIRABLE; APPROVING THE PREPARATION, USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT BY THE PURCHASER IN CONNECTION WITH THE MARKETING OF THE BONDS; SETTING FORTH THE CITY'S INTENT TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION PENSION FUNDING BONDS, SERIES C OF 2003 AND THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION BONDS, SERIES D OF 2003; AUTHORIZING THE EXECUTION OF ONE OR MORE ESCROW AGREEMENTS BY AND BETWEEN THE CITY AND THE ESCROW AGENT NAMED THEREIN IN CONNECTION WITH THE

REFUNDING OF THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION PENSION FUNDING BONDS, SERIES C OF 2003 AND THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION BONDS, SERIES D OF 2003; AUTHORIZING THE EXECUTION OF ONE OR MORE INVESTMENT AGREEMENTS BY SPECIFIED OFFICERS OF THE CITY (IF APPLICABLE) AND THE PURCHASE OF CERTAIN U.S. TREASURY OBLIGATIONS OR ANY OTHER SECURITIES OR INVESTMENTS IN CONNECTION WITH THE INVESTMENT OF MONEYS WHICH WILL BE USED TO REFUND THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION PENSION FUNDING BONDS, SERIES C OF 2003 AND THE CITY'S OUTSTANDING FEDERALLY TAXABLE GENERAL OBLIGATION BONDS, SERIES D OF 2003; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; AUTHORIZING AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF ALL OTHER REQUIRED DOCUMENTS AND THE TAKING OF ALL OTHER REQUIRED ACTION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES INsofar AS THE SAME SHALL BE INCONSISTENT HERewith.

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 REALLOCATE A PORTION OF THE PROCEEDS FROM THE SALE OF THE SCRANTON SEWER AUTHORITY TO REFUND AND REFINANCE THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES B OF 2003; AND REFUND THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES C AND D OF 2003.

WHEREAS, the City and Scranton Sewer Authority have sold certain sewer system assets to the Pennsylvania American Water Company; and

WHEREAS, the City seeks to apply an amount not to exceed \$ 19.8 Million of the City's portion of the proceeds to refund/ refinance certain general obligation debt (referred to as the City's 2003 General Obligation Bonds) potentially reducing the fixed cost of the General Fund by approximately \$ 2 Million per year as outlined in the Summary of Restructuring Scenario prepared by the City's Financial Advisor, PFM, attached hereto and marked as Exhibit "A."

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate city officials are authorized to reallocate a portion of the proceeds from the sale of the Scranton Sewer Authority to refund and refinance the City's General Obligation Bonds, Series B of 2003; and refund the City's outstanding General Obligation Bonds, Series C and D of 2003.

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.

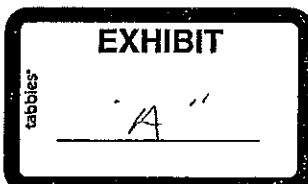
**CITY OF SCRANTON
SUMMARY OF RESTRUCTURING SCENARIO**

Assumptions:

1. City utilizes approximately \$19.8 million of cash to defease 2003 C & D bonds.
2. Refunding transaction estimated to close on 8/31/2017 & bonds are called 9/16/2017.
3. Defeasance escrow estimated to fund 7/14/2017 & bonds are called 8/13/2017.
4. Assumes debt portfolio gets 1 year shorter due to defeasance of 2003Cs & 2003Bs are being shortened by 1 year.
5. Assumes the City does not make a 9/1/2017 payment on the 2003 B, C, & D bonds.

		1	2	3
		Defeasance	Refunding	Total
Principal		NA	\$26,195,000	\$26,195,000
Cash		\$19,883,226	\$0	\$19,883,226
Purpose		Payoff 2003C & D	Cur Ref 2003B	NA
Tax Status		NA	Tax Exempt	NA

4	5	6	7	8
Fiscal Year Ending	Existing Debt Service	Est Debt Service Cost/(Savings)	Est Debt Service Cost/(Savings)	Proposed Debt Service
12/31/2017	9,608,784	(1,776,363)	(1,613,234)	6,219,187
12/31/2018	12,164,603	(2,305,970)	639,980	10,498,612
12/31/2019	12,165,218	(2,306,240)	640,185	10,499,163
12/31/2020	12,166,916	(2,305,890)	636,382	10,497,408
12/31/2021	12,157,310	(2,301,415)	641,646	10,497,541
12/31/2022	12,173,746	(2,307,815)	630,653	10,496,584
12/31/2023	12,164,352	(2,304,265)	638,072	10,498,159
12/31/2024	12,027,054	(1,231,040)	(297,226)	10,498,789
12/31/2025	13,451,799	(1,226,000)	(1,730,133)	10,495,666
12/31/2026	13,451,770	(1,229,000)	(1,727,278)	10,495,493
12/31/2027	13,449,865	(1,224,480)	(1,726,677)	10,498,714
12/31/2028	10,553,961	(1,227,720)	1,172,103	10,498,343
12/31/2029	9,408,885	(1,228,160)	2,319,047	10,499,772
12/31/2030	9,409,575	(1,225,800)	(514,857)	7,668,918
12/31/2031	8,305,715	(1,230,640)	(768,075)	6,307,000
12/31/2032	3,143,120	(1,232,120)		1,911,000
12/31/2033	1,230,240	(1,230,240)		
12/31/2034				
12/31/2035				
12/31/2036				
12/31/2037				
12/31/2038				
12/31/2039				
12/31/2040				
TOTAL	177,032,913	(27,393,158)	(1,059,406)	148,080,349





DEPARTMENT OF LAW

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

June 27, 2017

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

RECEIVED

JUN 28 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO REALLOCATE A PORTION OF
THE PROCEEDS FROM THE SALE OF THE SCRANTON SEWER AUTHORITY
TO REFUND AND REFINANCE THE CITY'S OUTSTANDING GENERAL
OBLIGATION BONDS, SERIES B OF 2003; AND REFUND THE CITY'S
OUTSTANDING GENERAL OBLIGATION BONDS, SERIES C AND D OF 2003.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL ENCROACHMENT PERMIT TO ANOTHER TIME RESTAURANT, LLC D/B/A/ AV RESTAURANT TO OPERATE OUTDOOR SEATING IN FRONT OF ITS RESTAURANT AT 320-322 PENN AVENUE, SCRANTON, PENNSYLVANIA.

WHEREAS, the City of Scranton is desirous of attracting potential customers to the Downtown Business District; and

WHEREAS, Another Time Restaurant, LLC d/b/a AV Restaurant is a restaurant located at 320-322 Penn Avenue in the Downtown Business District; and

WHEREAS, Another Time Restaurant, LLC d/b/a AV Restaurant is desirous of expanding its business to the sidewalk in front of 320-322 Penn Avenue by providing outdoor seating in order to enhance its business as well as that of other businesses within the Downtown Business District; and

WHEREAS, Another Time Restaurant, LLC d/b/a AV Restaurant has submitted to the City a schematic of said expansion, which are marked Exhibit "A" attached hereto and incorporated herein by reference thereto; and

WHEREAS, the Department of Licensing, Inspections and Permits has reviewed the schematic, inspected the area and found no traffic problems; and

WHEREAS, the City of Scranton stipulates that as a condition for granting the Special Encroachment Permit, said bar and restaurant agrees (1) to keep the premises free of any rubbish and debris at all times; (2) that a full-time employee will supervise the operation of the outdoor area during its hours of operation; and (3) the restaurant will remain current on all City taxes and fees or the permit may be revoked upon delinquency of any payment; and

WHEREAS, the City reserves the right to direct that all furniture in the outdoor seating area be removed from the sidewalks in the event of traffic problem, utility work, disorder or emergency.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON, that the Mayor and other appropriate City officials are authorized to grant a Special Encroachment Permit to Another Time Restaurant, LLC d/b/a AV Restaurant for sidewalk dining at 320-322 Penn Avenue, Scranton, Pennsylvania.

SECTION 1. The special encroachment permit is subject to any restrictions which may be enacted through Resolutions and Ordinances under consideration by the governing body.

SECTION 2. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Resolution, and the effective administration thereof.

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

SECTION 4. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

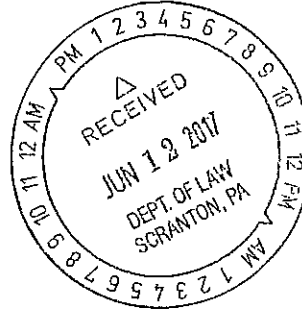
Department of
Licensing, Inspections and Permits
Bureau of Zoning

City Hall
4th Floor
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4193
Fax: (570) 348-4171
www.scrantonpa.gov



SCRANTON

June 12, 2017



Jessica Boyles, Esq.
City Solitior/law Department
City of Scranton- fourth floor
340 N. Washington Ave.
Scranton, PA 18503

RE: Outdoor seating/AV Restaurant.

Dear Atty. Boyles:

I have received a request from Atty. Mark Conway, representing the ownership group for Another Time Restaurant, LLC d/b/a AV Restaurant, 320-322 Penn Ave. for outdoor seating for dinning. After reviewing, I note the following:

- 1) The area in question for dinning is ten (10) x forty (40).
- 2) A ten (10) foot set back from the curb is factored in.
- 3) The area for dinning service will be enclosed by decorative rope and up-right ballisters.
- 4) The requested seating is twenty-four (24), by way of six (6) – four (4) top tables. The design calls for three (3) tables on each side of the entry.
- 5) All tables and chairs will be confined within the barriers.

Everything is acceptable to this office. If you have any questions, please feel free to call on me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Sweeney', with a long, sweeping horizontal stroke extending to the right.

Jack Sweeney

City Zoning Officer

— LAW OFFICES —
MARK J. CONWAY
A PROFESSIONAL CORPORATION

502 S. BLAKELY STREET
DUNMORE, PA 18512
TELEPHONE: (570) 343-5350
FAX: (570) 343-5377
WWW.MJCONWAYLAW.COM

303 EAST SHORE DR.
LAKE ARTEL, PA 18430
(570) 343-5350

June 5, 2017

VIA EMAIL: slocker@scrantonpa.gov

City of Scranton Legal Department
Attn: Sally Looker
Scranton City Hall
340 North Washington Avenue
Scranton, PA 18503

RE: Another Time Restaurant, LLC
Our File# 2770-001

Dear Sally:

As we discussed, I represent Another Time Restaurant, LLC t/a AV Restaurant.

At this time, I would respectfully request that the City approve my client's request for outdoor seating in front of its restaurant located at 320-322 Penn Avenue, Scranton, Lackawanna County, Pennsylvania.

The approximate area requested for outdoor seating is 10 feet by 50 feet in front of the restaurant property on the sidewalk. This should also allow ample areas on the sidewalk for walking across the property by pedestrians.

If you have any questions or require any additional information, please do not hesitate to contact me. Thank you.

Very truly yours,

Mark J. Conway
Mark J. Conway
aj

MJC/am
cc: AV Restaurant (via email)

Building

47-TABLES EACH SIDE (3)

Door-way

Building

(3) 4 TOP

NO. 76 SCALE

3 AMMERS

320-322 PENN AVE.

AV Rest.

10'

ENTRY

SIDE WALK

CURB





DEPARTMENT OF LAW

P E N N S Y L V A N I A

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

June 22, 2017

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

RECEIVED

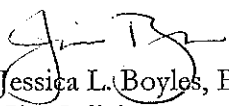
JUN 22 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL
ENCROACHMENT PERMIT TO ANOTHER TIME RESTAURANT, LLC D/B/A/
AV RESTAURANT TO OPERATE OUTDOOR SEATING IN FRONT OF ITS
RESTAURANT AT 320-322 PENN AVENUE, SCRANTON, PENNSYLVANIA.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION FOR THE PURPOSE OF IMPLEMENTATION OF A MULTI-MUNICIPAL COMPREHENSIVE PLAN BY THE CITY OF SCRANTON AND THE ADJACENT MUNICIPALITIES OF THE BOROUGH OF CLARKS GREEN, CLARKS SUMMIT, DALTON, DUNMORE AND THE TOWNSHIPS OF GLENBURN, NEWTON, SOUTH ABINGTON, WAVERLY, AND WEST ABINGTON.

WHEREAS, by Resolution No. 56, 2014 the City of Scranton adopted the SAPA Plan as its Comprehensive Plan; and

WHEREAS, by File of Council No. 121 of 2015 authorized the City of Scranton to enter into an Intergovernmental Cooperative Implementation Agreement; and

WHEREAS, the City of Scranton entered into said Intergovernmental Cooperative Implementation Agreement on October 9, 2015 for implementing a multi-municipal comprehensive plan; and

WHEREAS, the City of Scranton wishes to amend said agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and other appropriate officials are authorized to enter into an amendment of the Intergovernmental Cooperative Implementation Agreement of a Multi-municipal Plan dated as of October 26, 2015, by and among the City of Scranton and the Boroughs of Clarks Green, Clarks Summit, Dalton, Dunmore and the Townships of Glenburn, South Abington, Newton, Waverly, and West Abington, a copy of the amendment is attached hereto (the "Amendment to the Scranton-Abingtons Planning Association Intergovernmental Cooperative Agreement"). The specific terms, conditions and provisions of the Intergovernmental Cooperative Implementation Amendment are made a part hereof.

SECTION 1. The conditions, duration and term, purpose and objective, scope and authority delegated, manner and extent of financing, and organizational structure are set forth in the attached Intergovernmental Cooperative Implementation Agreement.

SECTION 2. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

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

SECTION 4. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

**AMENDMENT TO THE
SCRANTON-ABINGTONS PLANNING ASSOCIATION (SAPA)
INTERGOVERNMENTAL COOPERATIVE IMPLEMENTATION AGREEMENT**

Whereas, the City of Scranton entered into an Intergovernmental Cooperative Implementation Agreement on October 9, 2015 for implementing a multi-municipal comprehensive plan; and,

Whereas, Section 4: Adoption of Conforming Ordinances, of the Implementation Agreement required each participant to review and amend its zoning ordinance and other land-use ordinances to be generally consistent with the plan within two years; and,

Whereas, the two-year time period to review and amend the zoning and other land-use ordinances will end on **November 20, 2017**; and

Whereas, Lackawanna County, through the Department of Planning and Economic Development, has agreed to administer the Plan Implementation and apply for funding to implement the plan on behalf of the participating municipalities; and

Whereas, Section 14: Amendment to this Agreement, of the Implementation Agreement provides for an amendment process to the agreement; and

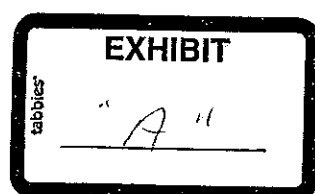
Whereas, the City of Scranton, hereby agrees to an amendment to Section 4 of the Intergovernmental Cooperative Implementation Agreement, extending the two-year review period an additional two years to expire on **November 20, 2019**.

In Witness Whereof, the City of Scranton, intending to be legally bound hereby, has caused this amendment to the Intergovernmental Cooperation Agreement to be subscribed, as of _____.

William L. Courtright, Mayor

ATTEST: _____

DATE: _____





DEPARTMENT OF LAW

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

June 22, 2017

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

RECEIVED


JUN 22 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION FOR THE PURPOSE OF IMPLEMENTATION OF A MULTI-MUNICIPAL COMPREHENSIVE PLAN BY THE CITY OF SCRANTON AND THE ADJACENT MUNICIPALITIES OF THE BOROUGH OF CLARKS GREEN, CLARKS SUMMIT, DALTON, DUNMORE AND THE TOWNSHIPS OF GLENBURN, NEWTON, SOUTH ABINGTON, WAVERLY, AND WEST ABINGTON.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE COUNTY OF LACKAWANNA TO MAKE APPLICATION FOR A GRANT ON BEHALF OF THE CITY OF SCRANTON AS A PARTICIPANT IN THE SCRANTON - ABINGTONS PLANNING ASSOCIATION.

WHEREAS, by Resolution No. 56, 2014 the City of Scranton adopted the SAPA Plan as its Comprehensive Plan; and

WHEREAS, by File of Council No. 121, 2015 the City of Scranton entered into a Cooperative Implementation agreement for the Multi-Municipal Planning Effort; and

WHEREAS, the County of Lackawanna, on behalf of the City of Scranton the Boroughs of Clarks Green, Clarks Summit, Dalton and Dunmore and the Townships of Newton, South Abington, Waverly, and West Abington will be undertaking a project to implement the Multi-Municipal Comprehensive Plan of the Scranton-Abingtons Planning Association as outlined and authorized by the Intergovernmental Cooperative Implementation Agreement; and

WHEREAS, the Pennsylvania Department of Community and Economic Development makes available grants-in-aid to such projects through the Municipal Assistance Program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the City of Scranton hereby authorizes submission of an application to the Municipal Assistance Program; and

BE IT FURTHER RESOLVED that the City of Scranton hereby commits municipal resources in the amount of \$19,670.25 as match for said project.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Resolution, and the effective administrative 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 the Legislature, April 13, 1972, Act No.62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF LAW

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

June 22, 2017

RECEIVED

JUN 22 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE COUNTY OF
LACKAWANNA TO MAKE APPLICATION FOR A GRANT ON BEHALF OF THE
CITY OF SCRANTON AS A PARTICIPANT IN THE SCRANTON - ABINGTONS
PLANNING ASSOCIATION.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR THE INSTALLATION OF THE SOLAR POWERED TWO SIDED RECTANGULAR RAPID FLASHING BEACON SYSTEM, NEW CROSSWALK AND SIGNING. THE LACKAWANNA HERITAGE VALLEY AUTHORITY (LHVA) PLANS TO HAVE THESE INSTALLED AS PART OF THEIR SAFETY IMPROVEMENT PROJECT ALONG BROADWAY STREET AND LACKAWANNA RIVER HERITAGE TRAIL INTERSECTION.

WHEREAS, it is necessary for the Director of the Department of Public Works to sign and submit the traffic signal application on behalf of the City of Scranton. The Lackawanna River Heritage Valley Authority plans to install Solar Powered Two Sided Rectangular Rapid Flashing Beacon System, new crosswalk and signing as part of their Safety Improvement Project along Broadway Street and Lackawanna River Heritage Trail Intersection. A copy of the application is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Director of the Department of Public Works is authorized to sign and submit the traffic signal application on behalf of the City of Scranton for the Solar Powered Two Sided Rectangular Rapid Flashing Beacon System, new crosswalk and signing. The Lackawanna Heritage Valley Authority plans to have these installed as part of their Safety Improvement Project along Broadway Street and Lackawanna River Heritage Trail Intersection.

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 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 ENGINEERING

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

MEMORANDUM

TO: Jessica Boyles, Esquire, City Solicitor

FROM: John J. Pocius, P.E., P.L.S., City Engineer
LaBella Associates

DATE: June 16, 2017

RE: *Application for Traffic Signal Approval
Broadway Street and Lackawanna River Heritage Trail Intersection*

Enclosed is one (1) copy of the TE-160 (6-12) Application for Traffic Signal Approval for the above referenced intersection. PennDOT has determined that a Traffic Signal Permit is required for the installation of the Solar Powered Two Sided Rectangular Rapid Flashing Beacon System, new crosswalk and signing. The Lackawanna Heritage Valley Authority (LHVA) plans to have these installed as a part of their Safety Improvement Project at this intersection.

It is my understanding that the Agreement between the LHVA and the City of Scranton whereby the LHVA has assumed all future maintenance costs associated with these improvements has been approved by City Council and forwarded to the LHVA for execution. Please forward the appropriate resolution to City Council authorizing the Director of the Department of Public Works to execute the TE-160 (6-12).

If there are any questions on this matter, please contact me at 570-342-3101.

JJP/lmz

Z 11-04-30; SCRANTON CITY ENGINEER: Boyles memo traffic signal approval Broadway st. and Lack. river heritage trail intersec. 6-16-17

Enclosures

C

Dennis Gallagher, Director, Department of Public Works
Lori Reed, City Clerk
QA/QC C. File

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink



pennsylvania
DEPARTMENT OF TRANSPORTATION

Sheet 1 of 5
DEPARTMENT USE ONLY

County: LackawannaEngineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Dennis GallagherTitle : Director of Public WorksMunicipal Name : City of ScrantonMunicipal Address : 340 North Washington Avenue, Scranton, PA 18503Municipal Phone Number : (570) 348-4180Alternative Phone Number : (570) 357-4988E-mail Address : dgallagher @ scrantonpa.govMunicipal Hours of Operation : 6:00 a.m. to 2:00 p.m.

B - Application Description

Location (intersection) : Broadway Street and Lackawanna River Heritage Trail IntersectionTraffic Control Device is : ☒ NEW Traffic Signal ☐ EXISTING Traffic Signal (Permit Number) : _____

Type of Device (select one) ☐ Traffic Control Signal (MUTCD Section 4D, 4E, 4G) ☒ Flashing Beacon (MUTCD Section 4L) ☐ School Warning System (MUTCD Section 7B)

☐ Other : _____

Is Traffic Signal part of a system? : ☐ YES ☒ NO

System Number (if applicable) : _____

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Install Solar Powered Two Sided Rectangular Rapid Flashing Beacon System, new crosswalk and signing.

Associated with Highway Occupancy Permit (HOP)? : ☐ YES ☒ NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel☐ Municipal Contractor☐ Municipal Personnel & Contractor☒ Other : The Lackawanna Heritage Valley Authority (LHVA) via Maintenance Agreement with the City of ScrantonMaintenance and Operations Contact Name : Owen WorozbytCompany/Organization : LHVAPhone # : (570) 963-6730Alternative Phone # : (570) 335-6270E-mail : oworozbyt@lhva.org

D - Attachments Listing

☒ Municipal Resolution (required)☐ Location Map☐ Traffic Volumes / Pedestrian Volumes☐ Letter of Financial Commitment☐ Photographs☐ Turn Lane Analysis☐ Traffic Signal Permit☐ Straight Line Diagram☐ Turn Restriction Studies☐ Warrant Analysis☐ Capacity Analysis☐ Other : _____☐ Crash Analysis☐ Traffic Impact Study (TIS)☐ Traffic Signal Study☐ Condition Diagram

EXHIBIT

tabbies

" 19 "

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink

County: LackawannaEngineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the Instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Dennis Gallagher

Date : _____

Signed By : _____

Witness or Attest : _____

Title of Signatory : Director of Public WorksTitle of Witness or Attester: City Solicitor

Exhibit "A":**Preventative and Response Maintenance
Requirements**County: LackawannaEngineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule**KNOCKDOWNS**

Support - Mast arm
Support - Strain pole
Span wire/tether wire
Pedestal
Cabinet
Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)
Local controller
Master controller
Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
Detector amplifier
Conflict monitor
Flasher
Time clock
Load switch/relay
Coordination unit
Communication interface, mode
Signal cable
Traffic Signal Communications
Traffic Signal Systems

Final Only
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Final Only
Final Only
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only
Final Only
Final Only

Exhibit "B":
Recordkeeping



pennsylvania
DEPARTMENT OF TRANSPORTATION

Sheet 4 of 5
DEPARTMENT USE ONLY

County: Lackawanna

Engineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

Exhibit "C":
Signal Maintenance Organization



Sheet 5 of 5
 DEPARTMENT USE ONLY

County: Lackawanna

Engineering District: 4-0

Department Tracking #: _____

Initial Submission Date: _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work performed.

Training

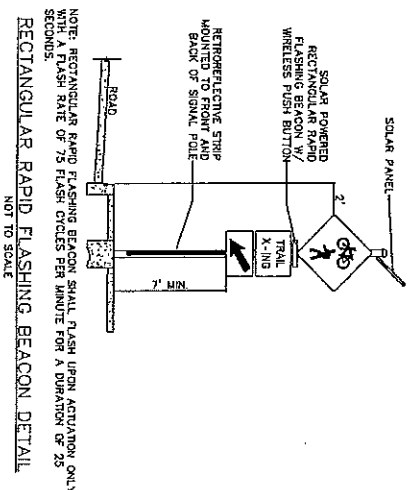
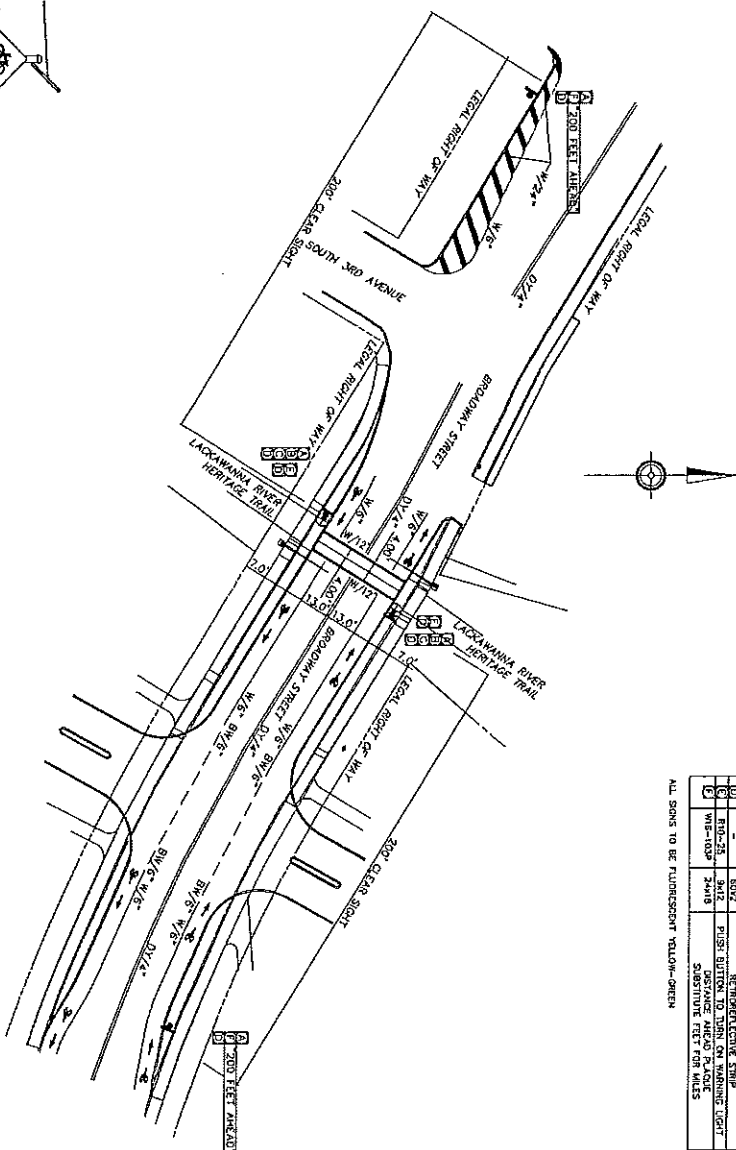
The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

SIGN TABULATION			
SIGN	STD. NO.	SIZE	QUANTITY
1	W-1-15	30x30	4
2	W-1-15	24x18	2
3	W-1-15	24x18	2
4	W-1-15	24x18	2
5	W-1-15	24x18	2
6	W-1-15	24x18	2
7	W-1-15	24x18	2
8	W-1-15	24x18	2
9	W-1-15	24x18	2
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45	W-1-15	24x18	2
46	W-1-15	24x18	2
47	W-1-15	24x18	2
48	W-1-15	24x18	2
49	W-1-15	24x18	2
50	W-1-15	24x18	2

ALL SIGNS TO BE FLUORESCENT YELLOW-ORANGE



NOT TO SCALE

- LEGEND**
- W-1-15 - FLASHING WARNING DEVICE / TRAFFIC SIGN POLE MOUNTED
 - W-1-15 - SOLID WHITE LINE/WIDTH
 - W-1-15 - DOUBLE WHITE LINE/WIDTH
 - W-1-15 - SOLID WHITE LINE/WIDTH
 - W-1-15 - PEDESTRIAN PUSH BUTTON

GENERAL NOTES

PERMIT NO. W-761 SHEET 2 OF 2
DATE ISSUED DATE REVISED

INSTALL, OPERATE AND MAINTAIN THIS TRAFFIC SIGNAL IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (PART 212) SPECIFICATIONS (PART 408), TRAFFIC SIGNALS TO 8700 AND TO 8800 SERIES (PART 149), AND TRAFFIC SIGNAL DESIGN HANDBOOK (PART 149). NO MODIFICATION OF THIS INSTALLATION IS PERMITTED UNLESS PRIOR APPROVAL IS GRANTED IN WRITING BY THE DISTRICT TRAFFIC ENGINEER.

ALL MAINTENANCE NECESSARY FOR THE PROPER VISIBILITY OF THESE SIGNS, INCLUDING TRIMMING OF TREES, IS THE RESPONSIBILITY OF THE PERMITTEE.

THE PERMITTEE MAINTAINS ALL SIGNS IN THE SIGN BOOK AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE SIGNS FROM DAMAGE TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION CONSULT WITH UTILITY COMPANIES TO RESOLVE ANY CONFLICTS.

THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING, UNLESS THE PERMITTEE OBTAINS THE PERMISSION OF THE DISTRICT TRAFFIC ENGINEER. PRIOR TO CONSTRUCTION CONSULT WITH UTILITY COMPANIES TO RESOLVE ANY CONFLICTS.

CONTACT PERMITTEE TRAFFIC UNIT TO SCHEDULE A TRAFFIC SIGNAL OPERATION.

NOTE: THE DISTRICT TRAFFIC ENGINEER 7 CALENDAR DAYS PRIOR TO THE DATE OF THE TRAFFIC SIGNAL OPERATION. THE TEST AS REQUIRED IN SECTION 104 OF PART 408, SO THAT THE DISTRICT REPRESENTATIVES MAY WITNESS THE TESTING. INSTALL MAINTAIN AND PRESTAL POLE FOUNDATIONS FLUSH WITH THE SIDEWALK OR SURROUNDING GRADE.

COUNTY : LACKAWANNA
MUNICIPALITY : CITY OF SCRANTON
INTERSECTION : LACKAWANNA HERITAGE TRAIL INTERSECTION
SEGMENT : K129, SEGMENT 0050, OFFSET 0750

REVIEWED :
MUNICIPAL OFFICIAL :
DISTRICT TRAFFIC ENGINEER :
SCALE : 25 0 25 50





DEPARTMENT OF LAW

PENNSYLVANIA

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

June 22, 2017

RECEIVED

JUN 22 2017

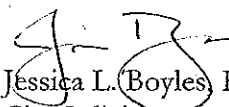
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR THE INSTALLATION OF THE SOLAR POWERED TWO SIDED RECTANGULAR RAPID FLASHING BEACON SYSTEM, NEW CROSSWALK AND SIGNING. THE LACKAWANNA HERITAGE VALLEY AUTHORITY (LHVA) PLANS TO HAVE THESE INSTALLED AS PART OF THEIR SAFETY IMPROVEMENT PROJECT ALONG BROADWAY STREET AND LACKAWANNA RIVER HERITAGE TRAIL INTERSECTION.

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 JAMES MORAN BY AND THROUGH EXCEPTIONAL PAYMENTS D/B/A/RENTALORDINANCE.COM TO ASSIST THE DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS WITH THE CITY OF SCRANTON RENTAL REGISTRATION DATABASE COMPILATION AND MANAGEMENT PROGRAM FOR A THREE (3) YEAR PERIOD FROM THE DATE OF EXECUTION WITH AN OPTION FOR A ONE (1) YEAR RENEWAL EXTENSION.

WHEREAS, a request for Proposals was advertised for the City of Scranton Rental Registration Database Compilation and Management Program and two (2) 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 James Moran by and through Exceptional Payments d/b/a RentalOrdinance.Com for the reasons provided in the attached Memorandum from the Business Administrator.

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 James Moran by and through Exceptional Payments d/b/a RentalOrdinance.Com for the City of Scranton Rental Registration Database Compilation and Management Program for a three (3) year period from the date of execution with an option of a one (1) year renewal extension.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and 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 for a three (3) year period from the date of execution with an option for a one (1) year renewal extension by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

JAMES MORAN BY AND THROUGH
EXCEPTIONAL PAYMENTS D/B/A
RENTAL ORDINANCE.COM
511 2ND AVENUE
JESSUP, PA. 18434
PHONE NO. (570) 241-5832

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I – CATEGORY OF WORK AND SERVICES

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

ASSISTING THE DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS WITH THE CITY OF SCRANTON RENTAL REGISTRATION DATABASE COMPILATION AND MANAGEMENT PROGRAM FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF EXECUTION WITH AN OPTION FOR A ONE (1) YEAR RENEWAL EXTENSION 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 James Moran by and through Exceptional Payments d/b/a/ Rental Ordinance.Com dated May 24, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

JAMES MORAN BY AND THROUGH
EXCEPTIONAL PAYMENTS D/B/A
RENTAL ORDINANCE.COM

BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

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



SCRANTON

June 20, 2017

Memo

To: William Courtright, Mayor
Jessica Boyles, Solicitor
Lori Reed, City Clerk
Pat Hinton, Director, Department of Licenses and Permits

From: David Bulzoni, Business Administrator

Re: City of Scranton Rental Registration Database Compilation and Management Program

All,

The City of Scranton received two proposals for the above program as follows:

- Property Registration Champions
- James Moran/Exceptional Payments

The contract will be awarded for a three (3) year period from the date of execution with an option for a one year renewal extension. Each company submitted a viable proposal which met with the criteria described in the request for Proposal and required legal obligations.

The intent of the Request for Proposal is to secure assistance from a third party administrator to identify rental properties, construct and maintain a database, and, as applicable, create an efficient method to collect registration fees. The administrator will work with City employees assigned to the rental registration program to create greater efficiencies and better uniformity in managing the program.

While both firms offer the appropriate construction of the database and have similar electronic methods of detection, the Moran proposal also provides site verification as needed, which could be an integral program component. The Moran proposal also offers an efficient collection conduit, the prospect of a sticker identification and compliance program, and an 800 number for registration and a "tip line". Reporting and payment transfers will occur on a weekly basis. The Moran program is proprietary and is listed as RentalOrdinance.com.

The costs associated with both programs are competitive and do not penalize the City for program use. The proposal listed fees are as follows:

Moran/Exceptional Payments

Unregistered Rental Apartment via tip line or tip web form

\$10.00/property
paid by Landlord

Database for Unique Rental Properties

\$10.00/property
paid by the City of
Scranton

Registration Fee Paid by Landlord

\$8.00/rental,
\$12.00/rental 90
days past due,
\$16.00/rental 180
days past due

Cost Per Registration Postcard

Paid for by Rental
Ordinance.com

Community Champions/Property Registration Champions

Each Rental Registration

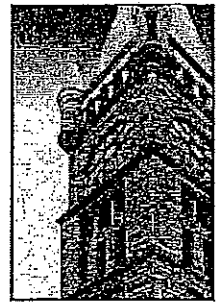
\$25.00/each

While cost is not the only determining factor, the Moran program is generally more cost effective. The remittance regimen is more advantageous to the City in the weekly allocation. The Community Champions allocation occurs on the 15th of each month with the associated reporting. **Keep in mind that the program will need crafting specifically to accommodate existing staffing and responsibilities.** While some conjecture could lead to a discussion in staffing needs in the registration area, this program will advance the efficiency of the process significantly.

While both programs are equally viable, the Office of the Business Administrator recommends the approval of the proposal submitted by James Moran/Exceptional Payments to manage the Rental Registration Database Management and Compilation Program.

Department of Business Administration

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



SCRANTON

May 24, 2017

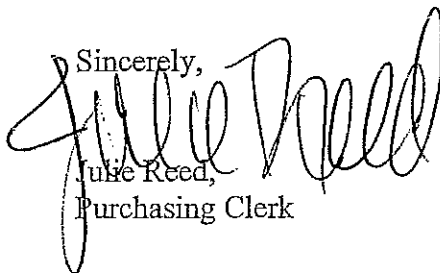
Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Wednesday, May 24, 2017 in Council Chambers for the **City Of Scranton Rental Registration Database Compilation and Management Program**. Attached are the copies of the proposals submitted by the following companies:

**Property Registration Champions
James Moran**

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

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

April 20, 2017

David Bulzoni
Business Administrator
Municipal Building
Scranton Pa, 18503

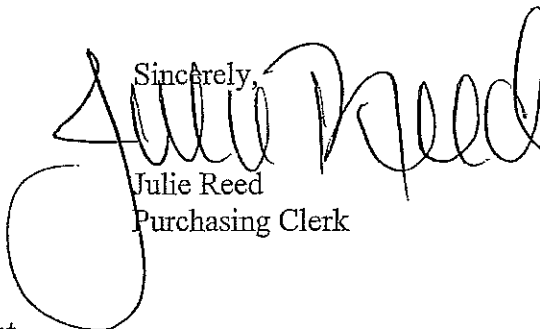
Dear Mr. Bulzoni,

This is to inform you that proposals will be opened in Council Chambers on Wednesday, May 24, 2017 at 10:00 A.M. for the following:

**City of Scranton Rental Registration
Database Compilation and Management Program**

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed
Purchasing Clerk

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

REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. Wednesday May 24, 2017, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON RENTAL REGISTRATION DATABASE COMPILATION AND MANAGEMENT PROGRAM

All proposals shall be in accordance with the Request for Proposal (RFP) specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503. Sealed envelopes containing the proposals will be received and identified by

"RFP RENTAL REGISTRATION DATABASE COMPILATION AND MANAGEMENT PROGRAM"

The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require five (5) copies of this proposal as noted in this Request for Proposal.

If you have any questions, please contact David M. Bulzoni, Business Administrator, as noted in the Request for Proposal.

David M. Bulzoni

Business Administrator

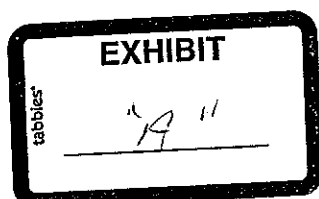


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- I. Definitions
- II. General Information
- III. General Conditions
- IV. Information and Conditions
- V. Evaluation and Award Criteria
- VI. Authority to Distribute Bid Packages

I. DEFINITIONS

The following terms and expressions used in this document shall be understood as follows:

1. Wherever the word "City" is used, it shall be understood to mean the City of Scranton, Pennsylvania.
2. Wherever the word "Vendor", "Bidder", or "Proposer" is used, it shall be understood to mean the party or company interested in providing a service to the City.
3. Wherever the word "Contractor" or "Consultant" is used, it shall be understood to mean the party engaged to perform all work described herein.
4. Wherever the word "Administrator" is used, it shall be understood to mean the Contract Administrator of the City of Scranton or his duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.
5. Wherever in the specifications appear the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement or permission of the Administrator is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved or acceptable or satisfactory to the Administrator.
6. Wherever the word "Contract" or "Contract Documents" are used, it shall mean and include this Request for Proposal, contract, advertisement, information for bidders, proposal, contract provisions, specifications, plans, agreement, addenda, and bonds (if applicable).

II. GENERAL INFORMATION

A. PURPOSE

The purpose of this request for proposal is to select a third party or consulting firm to assist the Department of Licenses and Permits in compiling a listing of Residential Rental Units located in the City of Scranton.

B. PROPOSAL SUBMISSION

The sealed proposals must be submitted not later than 10:00 a.m. on May 24, 2017 to:

City of Scranton
Office of the City Controller
2nd Floor
340 North Washington Avenue
Scranton, PA 18503

1. Five (5) copies of the Proposal shall be received in a sealed envelope and must be marked prominently on the outside

"PROPOSAL- RFP RENTAL REGISTRATION DATABASE COMPILATION AND MANAGEMENT PROGRAM"

2. Proposal must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.
3. Proposals will be handled confidentially by the City during the pre-award process.
4. The proposal shall be binding for a period of sixty (60) days from the due date for submission.
5. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.

C. INQUIRY SCHEDULE

This Request for Proposal will accommodate the following tentative schedule:

1. QUESTIONS

Any questions regarding this Request for Proposal should be directed to the Office of the Business Administrator in writing (preferably email) to:

David M. Bulzoni, Business Administrator City of Scranton
340 North Washington Avenue Scranton, PA
18503
Phone 570-348-4118
Email: dbulzoni@scrantonpa.gov

All questions must be received by 2:00 p.m. on May 19, 2017. Inquiries received after 2:00 p.m. will not receive responses. No telephone calls with questions will be taken.

2. ADDENDA

To ensure consistent interpretation of certain items, answers to questions the City deems to be in the interest of all will be made available to all other respondents. Responses to questions will not be issued in the form of an Addendum to the Request for Proposal.

3. PUBLIC OPENING

Sealed Proposals will be opened publicly on May 24, 2017.

III. GENERAL CONDITIONS

A. No verbal information to bidders will be binding on the City. The written specifications will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the specifications will be made in the form of a written communication emailed and/or faxed to all prospective proposers. The communications shall then be considered to be part of these specifications.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the specifications.

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. A proposer may then be requested to provide a best and final offer with new pricing based on the negotiations. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to specifications, will be most advantageous to the City; price and other factors considered, such as delivery time, quality, service, etc.

E. The award may or may not be made to the firm with the lowest cost.

F. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

G. After notice from the City, the selected bidder will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

H. Proposals must be written form. Unsigned proposals will not be accepted. Proposers are expected to examine all instructions; Failure to do so will be at the Proposer's risk.

I. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City. Where work is to be performed by a subcontractor, the bidder must name that the proposer is fit and capable to perform the required work.

I. Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. The Business Administrator, as the designee of the Mayor, has the sole responsibility to respond to inquiries regarding the Request for Proposal.

K. The Consultant shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

L. If applicable, each vendor is required to be in compliance with the City of Scranton local tax requirements.

M. A contract may be canceled by the City by giving the Consultant written notice of intent to cancel.

N. This Request for Proposal is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. PROPOSAL INSURANCE REQUIREMENTS

Certificate of Insurance. A certificate of insurance of the prospective bidder's insurance coverage is required by the City of Scranton. The City requires the successful bidder to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverage must be kept in effect during the contract period. The loss of insurance coverage could result in voiding the contract.

P. BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any one that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any one that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any one that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

Q. INDEMNIFICATION

1. The Consultant shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

2. The Consultant shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless the City, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance hereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event the City or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not the City or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception. Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law.

The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to

the award of a contract or prior to the opening and rejection of all bids; and

2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposer's economic capability.

S. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.

2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Consultant, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

3. Shareholders and/or partners of bidder may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of bidder to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this agreement, approval thereof shall be required. Consent to any such transfer shall only be refused if the City finds that the transferee is lacking in experience and/or financial ability to render and provide services.

IV. INFORMATION AND CONDITIONS

A BACKGROUND

As a result of the expansion of residential rental properties in the City of Scranton, many of which are managed off premises, the officials of the City of Scranton have determined a need for identifying and locating owners of residential rental properties concerning issues of property maintenance. In order to properly address this problem, the City of Scranton adopted Ordinance 17-2012 establishing a residential rental property registration process to identify responsible parties to address safety and aesthetic concerns and to minimize the negative impacts of blighted conditions. The Ordinance contains various exemptions and exceptions from Registration and it is the responsibility of the Proposer to determine what constitutes a Residential Rental Unit. The purpose of this initiative is to assist Department of Licenses and Permits personnel to more effectively manage the program.

The City of Scranton experiences challenges in identifying and locating owners of Rental Units for property maintenance and code compliance. To more appropriately address these challenges, the City of Scranton established a Rental Registration Database to identify rental properties. As appropriate, a contact person is identified to address safety and aesthetic concerns and to minimize the negative impacts unidentifiable properties and property owners.

SCOPE OF WORK

1. Consultant shall follow the requirements of the City of Scranton enacting legislation for residential rental property registration.
2. Consultant shall assist Department of Licenses and Permits personnel to further develop a complete list of all Rental Units in the City of Scranton subject to the provision of the Ordinance including Property address, number of units, Property owner name, address, and telephone number, registered agent name, address and telephone number.
3. Consultant will work with the City personnel to develop a website link for registration and payment which will meet all of the City's security and anti-viral requirements.
4. Consultant agrees to assist in maintaining and improving the website for the registration of each residential rental property in order to comply with City legislation.
5. Consultant will proactively assist Department of Licenses and Permits personnel by contacting those property owners having rental property located within the City of Scranton geography, including a newly conveyed property to assure compliance with the Ordinance.
6. Consultant will assist the City of Scranton in providing electronic registration for owners and agents of residential rental properties, including those in violation of the applicable City ordinances.
7. Consultant will pay for all expenses related to the identification of properties subject to registration of all residential rental properties, and all administrative costs and fees related thereto.
8. These measures will be taken in conjunction with coordination with Department of Licenses and Permits personnel.
9. Consultant shall provide the City of Scranton Department of Licenses and Permits personnel with monthly report updates listing the properties on the register.
10. The report shall be delivered by electronic means as prescribed by direction of the City.
11. All documents, records, applications, files, and other materials provided in connection with the services rendered to the City of Scranton shall be the property of the City of Scranton and shall be provided to the City immediately upon request.
12. The Consultant shall submit any recommendations to the City for the effective administration of this program.

C. CONTRACT TERM

The contract shall be effective for three (3) years from the date of execution of the agreement. Upon mutual agreement by both parties, the contract may be extended annually for one (1) additional one (1) year term.

V. EVALUATION AND AWARD CRITERIA

In general, proposal will be evaluated in terms of:

1. The firm's ability to effectively meet the RFP requirements and the creativity with which the program is constructed;
2. The qualifications of the specified persons who will be responsible for the execution of the program;
3. The prior experience and reputation of the firm in executing similar projects.
4. The prior experience of the firm in the development of and use of websites for the registration and payment of fees.
5. The costs associated with the program.

B. The proposed award will be made by notification within sixty (60) days of the receipt of all proposals. Submission of a proposal shall be representation that the submitting firm understands the scope of the project.

VI. AUTHORITY TO DISTRIBUTE BID PACKAGES

A. The City of Scranton Purchasing Office is the sole entity authorized to provide this RFP package to interested companies or individuals. Firms who are working from a RFP package obtained from any other source may have an incomplete set of documents. The City assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package.

B. Firms who have received the RFP package from a source other than the City's Purchasing Office are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all RFP related communications and documents, including addenda.

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 actions shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

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

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

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

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

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

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

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

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

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

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

DATE: _____

(Name of Bidder) _____

BY _____

TITLE _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be

a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

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

DATE _____

(Name of Bidder) _____

By _____ Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

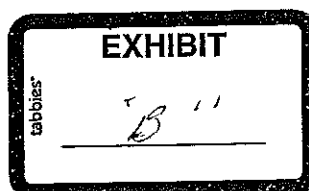
STATE OF _____
COUNTY OF _____

being first duly sworn, deposes and says that:

- 1) He is _____
(Owner, partner, officer, representative or agent)
of _____ the Bidder that has submitted the bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

James Moran
511 2nd Ave.
Jessup, PA. 18434
Phone: (570)241-5832
Fax: Fax: 1-888-377-7724
jmoran1@comcast.net

Rental Registration Database Compilation and Management Program



This document is disclosed only to the recipient to whom this document is addressed and is pursuant to a relationship of confidentiality under which the recipient has obligations to confidentiality. This document constitutes confidential information and contains proprietary information belonging to RentalOrdinance.Com. The confidential information is to be used by the recipient only for the purpose for which this document is supplied. The recipient must obtain RentalOrdinance.Com 's written consent before the recipient or any other person acting on its behalf, communicate any information on the contents or the subject matter of this document or part thereof to any third party. The third party to whom the communication is made includes individual, firm or company or an employee or employees of such a firm and company.

The recipient, by its receipt of this document, acknowledges that this document is confidential information and contains proprietary information belonging to RentalOrdinance.Com and further acknowledges its obligation to comply with the provisions of this notice.

The contents of this document are provided in commercial confidence, solely for the purpose of evaluating whether the contract should be awarded to RentalOrdinance.Com.

The information contained in this document represents the views and opinions of RentalOrdinance.Com on the issues discussed, as of the date of publication. Due to the dynamic nature of the industry and the technology that it depends upon, RentalOrdinance.Com makes no warranty as to the long-term accuracy of the assessments made herein.

Executive Summary

Any landlord/person who owns residential rental units in the City of Scranton is required to have the property registered with the City's Licensing, Inspections & Permits (LIPS) department.

Rental units must be registered annually, prior to March 31st. An annual permit fee of \$50.00 per property address. Failure to comply with registering the property and rental units may result in closure of the rental unit(s) due to violation of City ordinance. A late fee of \$75.00 for 90 days late and if 180 days late the fee will be \$100.00.

A rental unit in which the owner resides, and in which there are no more than four (4) rental units, is not subject to registration. Also, elderly multi-dwelling units where 75% or more of the occupants are over the age of sixty-five (65) are also exempt; as well as those that operate under the IRS Code Section 42.

RentalOrdinance.Com will create a new Rental Ordinance database that finds all the rental properties in the city of Scranton. Also, streamline the way that rental owners register the rental properties. In the past the city has send out forms to register the properties. RentalOrdinance.Com will send out a post cards informing the rental property owner to register the property at RentalOrdinance.Com. The rental property owners will create a Rental Registration account with RentalOrdinance.Com. The account will allow the property owners to complete the Rental Registration form online and update the occupancy at any time at RentalOrdinance.Com. Property owners will be able pay with a check or major credit card online. The property owners will receive a weather proof sticker 4" X 3" to affix in the window facing the street or in the front of the house. The sticker will have a QR code. The QR code will have the emergency contact information for the rental property.

RentalOrdinance.Com will work the city of Scranton to create the most accurate mailing list for all rentals in the city of Scranton. RentalOrdinance.Com will use information from many databases to create the database. RentalOrdinance.Com will do a visual check all properties that the contained in the city of Scranton landlord database. For a property to listed in the database the property must fit the definition of a rental property listed in ordinance dated October 27, 2016.

Proposed Solution Approach

- 1) Rental Registration Postcard is mailed to the landlord by Rentalordinance.com
- 2) Landlord goes onto www.rentalordinance.com to register the rental property.
 - a) Landlord does not have internet access they may call the 1-800 number to register over the phone.
 - b) Phone registration will be limited to 10 am-1pm Monday- Friday.
 - c) A PDF form can be downloaded. The PDF can be dropped into the drop box at Licensing, Inspections & Permits or mailed to a P.O. BOX in Scranton.
- 3) Rentalordinance.com will only accept major credit cards or eChecks. No cash will be accepted.
- 4) Landlords will be able to access the rental registration account to update the occupancy of the rental unit or modify the rental account.
- 5) Within a week the landlord will receive a rental registration weather proof sticker to display on the front of the property.
 - A) The sticker will be color coded for the year of inspection.
 - B) The sticker will have a QR code printed on it. When scanned the QR code will be able give the emergency contact information that was provided in the rental registration form.
- 6) A renewal email will be sent to the landlord email for renewal of the rental registration one month before the rental registration is due to renew. The landlord will log onto Rentalordinance.com update the information if needed and pay for rental renewal. Rentalordinance.com does not store credit cards of the landlords. After completion of the renewal rental registration and payments is received the landlord will receive the new colored coded registration sticker.

A) If an email was not provided the landlord will receive a postcard informing them to renew their rental registration.

7) Landlords are automatically enrolled in paperless billing if they sign up with an email address. Landlords are encouraged to use paperless rental registration. Paperless rental registration will keep the cost lower.

RentalOrdinance.Com Rental Database

The rental database will be maintained and created by Rentalordinance.com. Rentalordinance.com will update the rental database. Database properties will be checked to make sure they are rentals. Rentalordinance.com will:

1) The city of Scranton will receive an email or fax for every rental registration that is completed on RentalOrdinance.Com.

2) Provide the city will be able to view all rental registrations by using a portal on RentalOrdinance.Com. City of Scranton can only view rental data not change rental data. RentalOrdinance.Com will update the data.

3) RentalOrdinance.Com will ACH the registration fees on month basis. With the ACH transfer will be a detailed list of properties that registered online.

4) Landlords are encouraged to use paperless rental registration.

5) RentalOrdinance.Com will assist in managing the rental registration ordinance for the city of Scranton.

Method to Collect Rental Data

- 1) Rental Registration Postcard is mailed to the landlord by Rentalordinance.com. Database properties will be checked to make sure they are rentals.
- 2) Landlord goes onto www.rentalordinance.com to register the rental property.
 - a) Landlord does not have internet access they may call the 1-800 number to register over the phone.
 - b) Phone registration will be limited to 10 am-1pm Monday- Friday.
 - c) A PDF form can be downloaded. The PDF can be dropped into the drop box at Licensing, Inspections & Permits or mailed to a PO BOX in Scranton.
- 3) Rentalordinance.com will only accept major credit cards or eChecks. No cash will be accepted.
- 4) Landlords will be able to access the rental registration account to update the occupancy of the rental unit or modify the rental account.
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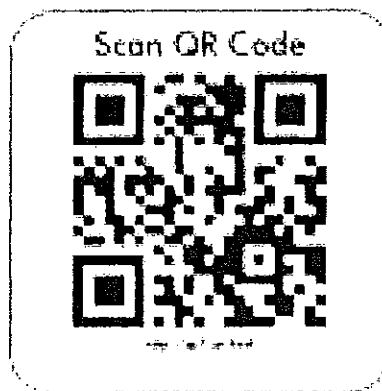
7) Landlords are automatically enrolled in paperless registration if they sign up with an email address. Landlords are encouraged to use paperless rental registration. Paperless rental registration will keep the cost lower.

Report Unregistered Rental

Citizens will be able to report an unregistered apartment in the city of Scranton by using a 1-800 “tip line” or filling out a web form on RentalOrdinance.Com. RentalOrdinance.Com will do an inspection of the unregistered apartment tip to find out if the property is a rental property. If the property is a rental RentalOrdinance.Com will send the owner letter informing them the property is not registered and that they must register the property within 30 days.

Rental QR Code Sticker

The QR code sticker will be Weatherproof Sticker placed on the front window or front door of the rental. When scanned the QR code will be able give the emergency contact information and the number of tenants provided in the rental registration form. RentalOrdinance.Com will create and mail the sticks.



Sample of rental information on QR sticker:

Property ID:	580195071	Date created:	12/07/12
Type of registration:	Rental		
Property name, if any:			
Property address:	10727 N . Kenwood St	(view map)	
Type of property:	Duplex	Dwelling units:	2
Contact person:	Kelly Catterson Kerrie Curtin, 3727 B N. Oak Trafficway, Kansas city, MO 64116		
Contact's daytime phone:	(816) 436-9099		
Maintenance agent, if required:	Kelley Catterson or Kerrie Curtin, 3727 B N. Oak Trafficway, Kansas City, MO 64116		
Maint. agent's daytime phone:	(816) 436-9099		

Property information last verified: 01/27/15

Cost/ Fee/ Compensation

Unregistered Rental Apartment- tip line or tip web form RentalOrdinance.Com or 1-800 number.	<u>\$10.00</u> Per Property paid for by Landlord
Database for <u>Unique Rental Properties</u> – Properties will be checked to make sure they are rentals	<u>\$10.00</u> Per Property Paid for by City of Scranton
Registration Fee Paid by the Landlord	<u>\$8.00</u> Per Rental- <u>\$12.00</u> Per Rental for 90 days late <u>\$16.00</u> Per Rental for 180 days late
Cost Per Registration Postcard	Paid for by RentalOrdinance.Com

RentalOrdinance.Com will use a money handler and CPA to do all the transfers and record keeping of rental registration payments. The CPA will give a weekly, monthly and yearly breakdown on rental registration payments. Once a week RentalOrdinance.Com will transfer the rental registration payments in a ACH payment to the Scranton Department of Licenses Department bank account. RentalOrdinance.Com will provide a detailed report for the rentals that registered on RentalOrdinance.Com. All databases and other materials provided in connection with the services rendered to the city of Scranton will be the property of the city of Scranton. RentalOrdinance.Com shall still own the website.

Statement of Qualifications and Experience

James Moran Owner of RentalOrdinance.Com. James Moran is the owner of ExceptionalPayments.com. Exceptional Payments has been processing over one million in delinquent taxes for the over ten years at no extra cost to the county. Exceptional Payments is an incorporation based out of Jessup Pa.

- Over 10 years in Web Development experience, with proven background successfully managing all facets of site development, from initial design and architecture to site deployment and client management.
- Demonstrated ability to complete high-end projects in deadline-oriented environments.
- Adept at successfully revamping Web sites to enhance user satisfaction and retention time, streamline navigation, and increase ad revenue and sales.
- Talented graphic designer with excellent problem-solving skills.
- Designed and maintained Exceptional Payments ePayment system
- Creating reporting software as required by the management
- Planned and directed all functions of Exceptional Payments
- Enforced strong leadership skills to ensure efficient/effective utilization of corporate resources
- Defect/Bug Tracking Exceptionalpayments.com
- Software developer specializing in ePayment

Detailed Method of Rental Registration

Rental Registration Postcard is mailed to the landlord by Rentalordinance.com



Landlord goes onto www.rentalordinance.com and registers the rental property.



Landlord creates an account on www.rentalordinance.com to register the property. The city gets notified an account was created. Landlords are asked to go paperless registration.



Landlords will be able to access the rental registration account to update the occupancy of the rental unit or modify the rental account.



Within a week the landlord will receive a rental registration weather proof sticker to display on the front of the property.



City of Scranton receives the Rental Registration fee weekly from Rentalordinance.com in an ACH payment.

Sample Web Form/ PDF Form

RentalOrdinance.Com will create a custom web form to capture all the rental properties information. RentalOrdinance.Com will also create a rental registration PDF downloadable form. The PDF can be downloaded and printed out. The PDF will be mailed to a P.O. Box in Scranton for hand processing by RentalOrdinance.Com. RentalOrdinance.Com will collect all PDF forms from the P.O. Box daily. The PDF customer will be able to pay with a check or credit card payment. The city of Scranton will have a drop box for PDF rental forms located in the Licensing, Inspections & Permits department in Scranton City hall. RentalOrdinance.Com will collect all PDF forms from the Licensing, Inspections & Permits department weekly. RentalOrdinance.Com will complete all the entry of the PDF rental forms.

Insurance Certificate

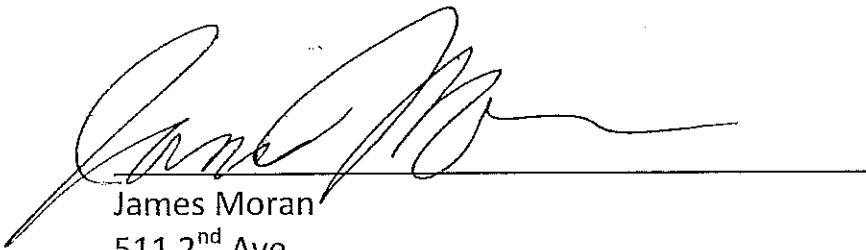
Will be available if awarded the contract. The Professional Insurance will be tailored to fit the scope of the work. The Professional Insurance cannot be produced until the City awards the defines the contract. The Professional Insurance needs to contain the ACH money transfer insurance.

RentalOrdinance.Com needs the bank accounts for the credit card payments open before the Professional Insurance can be granted. RentalOrdinance.Com will have \$1,000,000 Occurrence/ aggregate.

Bidder warrants that Bidder has examined and is familiar with the RFP and its terms and conditions.

Bidder warrants that it has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete this project.

Bidder certifies that the individual signing this document made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company in this project.

A handwritten signature in black ink, appearing to read 'James Moran', is written over a horizontal line.

James Moran

511 2nd Ave.

Jessup Pa 18434

Phone: (570)241-5832

Fax: Fax: 1-888-377-7724

jmoran1@comcast.net

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: 5/24/17

(Name of Bidder)

BY [Signature]

TITLE [Signature]

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania
COUNTY OF Lackawanna

, being first duly sworn, deposes and says that:

- 1) He is James Moran
(Owner, partner, officer, representative or agent)
of Rental Ordinance Corp. 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.

James Moran

~~SUBSCRIBED AND SWORN TO before me~~

on 23 day of MAY 2017

Matthew Williams

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MATTHEW WILLIAMS, Notary Public
Boro of Dickson City, Lackawanna County
My Commission Expires March 13, 2018

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

5/24/12

(Name of Bidder)

By

Title

owner



DEPARTMENT OF LAW

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

June 22, 2017

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

RECEIVED

JUN 22 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH JAMES MORAN BY AND THROUGH EXCEPTIONAL PAYMENTS D/B/A/RENTALORDINANCE.COM TO ASSIST THE DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS WITH THE CITY OF SCRANTON RENTAL REGISTRATION DATABASE COMPILATION AND MANAGEMENT PROGRAM FOR A THREE (3) YEAR PERIOD FROM THE DATE OF EXECUTION WITH AN OPTION FOR A ONE (1) YEAR RENEWAL EXTENSION.

Respectfully,

Jessica L. Boyles (S)
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 ACCEPT ON BEHALF OF THE CITY OF SCRANTON THIS QUITCLAIM DEED CONVEYING TITLE TO THE CITY OF SCRANTON, THE FORMER CSM SAMUEL P. SERRENTI U.S. ARMY RESERVE CENTER (USARC) LOCATED AT 1801 PINE STREET, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA 18510 AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, this QUITCLAIM DEED, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "GRANTOR") acting by and through the Director of Real Estate, Headquarters, United States Army Corps of Engineers, pursuant to delegations of authority from the SECRETARY OF THE ARMY, pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, whose mailing address is U. S. Army Corps of Engineers, Baltimore District, ATTN: CENAB-REM-I, P.O. Box 1715, Baltimore, Maryland 21203-1715, and the CITY OF SCRANTON (hereinafter referred to as the "GRANTEE"), whose mailing address is 340 North Avenue, Scranton, Pennsylvania; and

WHEREAS, a review of the City of Scranton's application affirms a legitimate emergency management response use for this surplus property. The property will be utilized to house fire and law enforcement teams, serve as an emergency operations center, serve as a training site, and store emergency vehicles, under the terms and conditions of the Deed attached hereto as Exhibit "A"; and

WHEREAS, in consideration of the public benefit derived from the conveyance herein and for no monetary consideration, by execution of said Deed, Grantor, shall remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, subject to the reservations, covenants, conditions, and restrictions hereinafter set forth, all right, title, and interest of the GRANTOR in and to all that certain parcel of land situated, lying and being in the City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania, containing approximately 1.93 acres in fee, as more particularly described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "Property").

NOW, THEREFORE BE IT ORDANIED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to accept on behalf of the City of Scranton this Quitclaim Deed conveying title to the City of Scranton, the former CSM Samuel P. Serrenti U.S. Army Reserve Center (USARC) located at 1801 Pine Street, Scranton, Lackawanna County, Pennsylvania 18510 as more fully described in Exhibit "A" attached hereto and made a part hereof.

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.

This deed was reviewed by
----- Attorney
U.S. Army Corps of Engineers
Baltimore District
P.O. Box 1715
Baltimore, Maryland 21203

QUITCLAIM DEED
CSM SAMUEL P. SERRENTI MEMORIAL USARC
LACKAWANNA COUNTY, SCRANTON, PENNSYLVANIA

THIS QUITCLAIM DEED, by and between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "GRANTOR") acting by and through the Director of Real Estate, Headquarters, United States Army Corps of Engineers, pursuant to delegations of authority from the SECRETARY OF THE ARMY, pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, whose mailing address is U. S. Army Corps of Engineers, Baltimore District, ATTN: CENAB-REM-I, P.O. Box 1715, Baltimore, Maryland 21203-1715, and the **CITY OF SCRANTON** (hereinafter referred to as the "GRANTEE"), whose mailing address is 340 North Avenue, Scranton, Pennsylvania.

WITNESSETH THAT:

NOW THEREFORE, the GRANTOR, in consideration of the public benefit derived from the conveyance herein and for no monetary consideration, does hereby remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, subject to the reservations, covenants, conditions, and restrictions hereinafter set forth, all right, title, and interest of the GRANTOR in and to all that certain parcel of land situated, lying and being in the City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania, containing approximately 1.93 acres in fee, as more particularly described in **Exhibit "A"** and shown on **Exhibit "B"**, attached hereto and made a part hereof (hereinafter referred to as the "Property").

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements including, but not limited to, rights-of-way for railroads, public highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the notices, reservations, covenants, conditions and restrictions hereinafter set forth in this Deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever,

that this Deed is made and accepted upon each of the following notices, reservations, covenants, conditions, and restrictions, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the notices, reservations, covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land; and that the failure to include the notices, reservations, covenants, conditions, and restrictions in subsequent conveyances of the Property does not abrogate the status of the notices, reservations, covenants, conditions, and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

1. ACCESS RIGHTS

A. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act. In addition, the GRANTEE,

its successors and assigns, shall not interfere with any response action or corrective action conducted by the United States on the Property.

2. "AS IS" CONDITION OF PROPERTY

A. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this "AS IS" provision will be construed to modify or negate the GRANTOR's obligation under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the notices, use restrictions, and restrictive covenants in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modification or termination of the notices, use restrictions, and restrictive covenants in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR's obligation under CERCLA or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, GRANTEE, its successors or assigns, shall be responsible for such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to GRANTOR's activities, use or ownership of the Property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B. GRANTEE, its successors and assigns, as consideration for the conveyance of the Property, agree to release GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions to ensure protection of human health and the environment are included as Exhibit "C", which is attached hereto and made a part hereof. The GRANTEE shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or of any interest, privilege, or license.

6. ANTI-DEFICIENCY ACT

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

7. NON-DISCRIMINATION

The GRANTEE covenants for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said GRANTEE and such successors, and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion

to premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

8. USE RESTRICTIONS

Grantee understands that the Property is being transferred pursuant to 40 U.S.C. §553 for emergency management response use and agrees that the Property will be used and maintained as an emergency management response facility in perpetuity, and that the property ceases to be used or maintained as an emergency management response facility, all or any portion of the Property shall, in its then existing condition at the option of the Grantor, revert to the Grantor.

9. NO WAIVER

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any obligation of the GRANTEE, its successors or assigns required by the covenants, conditions, and restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the GRANTOR's right to future performance of any such obligation of the GRANTEE or its successors or assigns required by said covenants, conditions and restrictions, and such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

THIS QUITCLAIM DEED is not subject to 10 U.S.C. § 2662.

EXHIBITS:

- A – Legal Descriptions
- B – Plat Map
- C – Environmental Protection Provisions

IN WITNESS WHEREOF, the GRANTOR has caused this Quitclaim Deed to be duly executed in its name by the Director of Real Estate, Headquarters, United States Army Corps of Engineers, this ____ day of _____ 2017.

UNITED STATES OF AMERICA

By: _____
BRENDA M. JOHNSON-TURNER
Director of Real Estate
Headquarters, United States Army Corps of Engineers

NOTARIAL CERTIFICATE

DISTRICT OF COLUMBIA

I, _____ a Notary Public in and for the District of Columbia, do hereby certify that on this the ____ day of _____, 20____, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, United States Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the document in the capacity therein stated.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My commission expires _____.

ACCEPTANCE BY GRANTEE

The GRANTEE hereby accepts this Deed for itself, its successors and assigns, subject to all of the covenants, conditions, restrictions, reservations and terms contained herein this _____ day of _____ 2017.

CITY OF SCRANTON

By: _____

WILLIAM L. COURTRIGHT
Mayor

NOTARIAL CERTIFICATE

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF LACKAWANNA)

I, _____, a Notary Public in and for the Commonwealth of Pennsylvania, do hereby certify that on this the _____ day of _____, 20____, _____, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Notary Public
Notary Registration No. _____

My commission expires _____.

Tract: A-100

Owner: United States of America

Acres: 1.93

Page 1 of 1 Pages

(a.k.a. CSM Samuel P. Serrenti Memorial USARC/OMS)

USARC Scranton

Military Reservation

Lackawanna County, Pennsylvania

4 May 2011 / slm

LEGAL DESCRIPTION

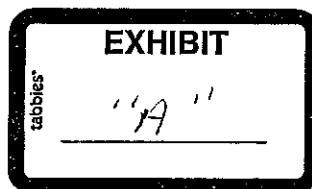
Tract: A-100 (excess land disposal)

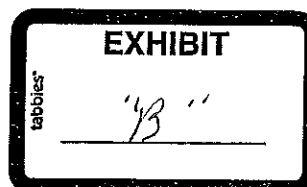
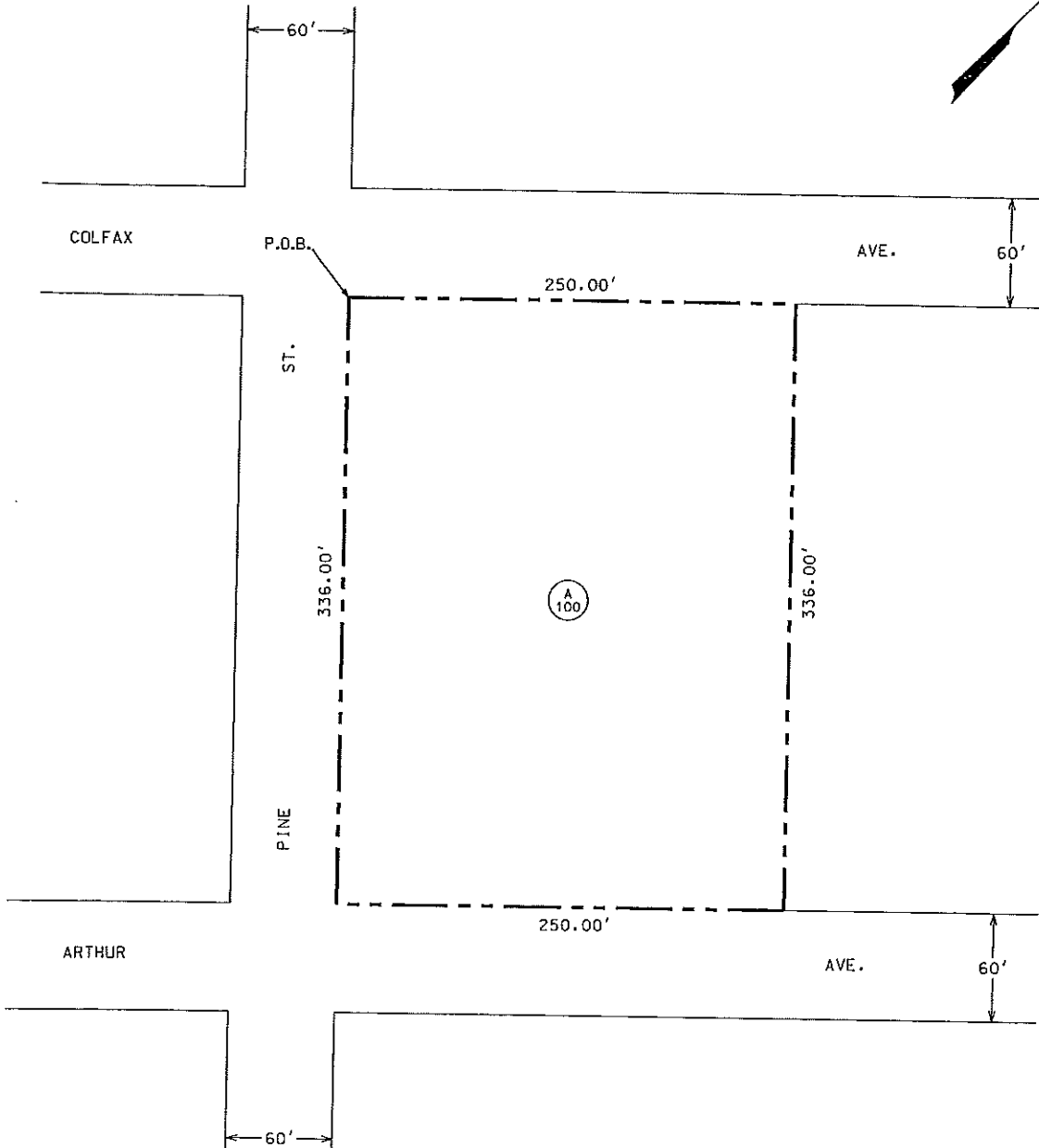
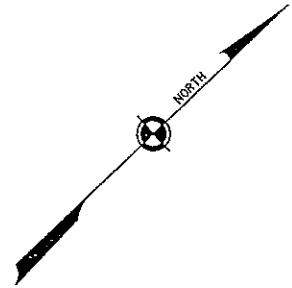
All that certain portion of land situate in the Commonwealth of Pennsylvania, Lackawanna County, in the City of Scranton, land known as Lots 1 to 6, inclusive, and Lots 19 to 24, inclusive, Block 44, 10th Ward, designated as a Tract A100, and more particularly bounded and described as follows:

Beginning at a point in the southeasterly line of Colfax Avenue (60' wide R.O.W.) where the same is intersected by the northeasterly line of Pine Street (60' wide R.O.W.); thence from said point of beginning northeasterly along the said southeasterly line of Colfax Avenue 250.00 feet to a point in said street; thence leaving said Colfax Avenue and proceeding southeasterly along a line parallel to the aforesaid Pine Street, a distance of 336.00 feet to a point of intersection with the northwesterly line of Arthur Avenue (60' wide R.O.W.); thence southwesterly along the said northwesterly line of Arthur Avenue 250.00 feet to a point of intersection with the aforesaid northeasterly line of Pine Street; thence northwesterly along the said northeasterly line of Pine Street 336.00 feet to the aforesaid southeasterly line of Colfax Avenue to the Point of Beginning containing 1.93 acres, more or less.

The bearings and distances used herein are based on deed description.

It is the intent of the foregoing description to include the same land formerly known as Tract No. 1 in Civil Case No. 3776, and filed 6 October 1950.





UNITED STATES ARMY RESERVE CENTER
SCRANTON, PA

a.k.a.

CSM SAMUEL P. SERRENTI MEMORIA'
USARC/OMS

MILITARY RESERVATION
LACKAWANNA COUNTY, PENNSYLVANIA

FEE ACRES: 1.93

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material "ACM" has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos related diseases, including certain cancers that can result in disability or death.

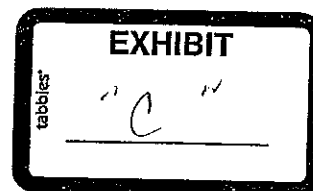
B. The following building(s) on the Property has (have) been determined to contain friable asbestos: Administration Building. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

C. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.



B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

3. PESTICIDE NOTICE AND COVENANT

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose. The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.



DEPARTMENT OF LAW

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

June 1, 2017

RECEIVED

JUN 01 2017

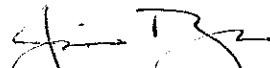
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT ON BEHALF OF THE CITY OF SCRANTON THIS QUITCLAIM DEED CONVEYING TITLE TO THE CITY OF SCRANTON, THE FORMER CSM SAMUEL P. SERRENTI U.S. ARMY RESERVE CENTER (USARC) LOCATED AT 1801 PINE STREET, SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA 18510 AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

.FILE OF THE COUNCIL NO. _____

2017

AN ORDINANCE

AMENDING THE ADMINISTRATIVE CODE OF THE CITY OF SCRANTON CHAPTER 439 VEHICLES AND TRAFFIC, ARTICLE VI: RESIDENTIAL PARKING PERMIT PROGRAM, BY MAKING CHANGES AND ADDITIONS TO SECTIONS 439-68. PERMIT APPLICATION, SECTION 439-69. RESPONSIBILITY OF PERMIT HOLDER, SECTION 439-70. DUTIES OF THE ADMINISTRATOR, FEE, AND SECTION 439-71. VIOLATIONS AND PENALTIES, IN ORDER TO BRING THE CODE UP TO DATE.

WHEREAS, File of the Council No. 114, 1992 established a residential parking permit pilot program for certain eligible residential areas; providing for certain powers and duties for the administration of said program; and providing penalties for violations of the said Ordinance; and

WHEREAS, Chapter 439 Vehicles and Traffic, Article VI Residential Permit Parking Program has been updated from time to time.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Chapter 439 Article VI Residential Parking Permit Program Sections be amended to read as follows:

Chapter 439 Vehicles and Traffic

Article VI Residential Parking Permit Program

§ 439-68 Permit application.

A.

The application for a permit shall contain the name of the owner or operator of the motor vehicle, residents' or proprietors' address, the motor vehicles' make, model, license plate number, number of the applicants' operator permit, phone number and email address (where applicable). All residential parking permits must be obtained from the Scranton Police Department at 100 S. Washington Avenue Scranton, Pa. 18503 Monday through Friday (excluding holidays) between 8:00 am and 4:00 pm.

B.

The motor vehicle's registration, operator's license may, at the discretion of the Administrator, be required to be presented at the time of making said application in order to verify the contents thereof. The permit shall be valid January 01 through December 31 of each respective calendar year. Regular residential parking permits shall only be displayed on the driver's side rear window.

D. TYPES OF PERMITS

Guest Permits

Guest permits provide temporary parking for individuals visiting the permit holder's address.

Note: There are 3 types of Guest Permits (Temporary Special Permits, Residential Guest Permit, & Contractor Permits). A guest permit may not be used by the registered owner or any

car owned or using, nor may it be used by anyone living at the registered address or by anyone in another permit area at another residence

Temporary Special Permits

Temporary Special Permits are issued to permit holders to accommodate temporary parking needs such as a planned gathering, holiday visitors, special events, or other special situations. There is no fee for temporary permits, but requests should be made with reasonable advance notice. Guest permits are only valid for a maximum of forty-eight (48) hours and can be obtained a maximum of four (4) times per year unless a specific special circumstance exists. This temporary permit shall be displayed clearly behind the driver's side front windshield of the vehicle.

Residential Guest Permit

Residential guest permit usage is restricted up to a 1-week period at a time and within 1 block (per vehicle) of the registered address.

A guest permit must be hung from the rear-view mirror facing out at all times while vehicle is parked in a permit area. Only one residential guest permit can be issued to each residence per calendar year.

Guest permits are limited to one per year per residence and are valid from January 01 through December 31 of each respective calendar year. This permit shall cost \$5 per year. Fines may not be withdrawn due to "improper use" or display of guest permits.

Contractor Permits

Contractors Permits can be issued to a contractor doing business with a resident living in a permit parking area for a period not to exceed 30 days and can be re-issued for a maximum of three (3) times for the same residence per calendar year. No more than three contractor parking permits will be issued for a single property at any one time. Contractors parking vehicles on any metered street within a parking permit area should, in addition to the contractor parking permit, secure meter hoods from the city's parking meter vendor.

A Contractor Parking Permit is a cardboard placard that is displayed clearly behind the driver's side front windshield of the vehicle, used for short term projects in residential permit parking areas within the city of Scranton. Short term projects are defined as, parking 30 days or less at the same location. The fee for a thirty (30) day contractor parking permit is \$5.00 per thirty (30) day cycle and the permit is only authorized for the residential block in which the contractor applied for and is currently performing work on. Lost or stolen permits will be re-issued at original cost.

E. Replacing Permits Due To New Vehicle Information: (This only applies to Active permits)

Note: You must return your old permit along with the new car registration. Temporary registrations are acceptable (pink slip)

- If you scrape off the permit and return it to the Scranton Police Department your replacement permit will be free.
- If you do not scrape off your permit, and your license plate number is the same, there is a \$5.00 replacement fee.
- If you do not scrape off your permit and your license plate number is different you need a notarized letter stating that you did not scrape off your permit and there is a \$5.00 replacement fee.

Note: In all instances you must present your new car registration.

Any "improper use" including counterfeiting, duplicating, or altering of any type of residential parking permit could result in fines, revocation of all permits including residential, and the registered owner being charged under the appropriate criminal statutes.

§ 439-69 Responsibility of permit holder.

A.

Notwithstanding any provisions of this article to the contrary, the holder of a residential parking permit shall be permitted to stand or park a motor vehicle operated by him in any designated parking area during such times as the parking of the motor vehicle therein is permitted. While a vehicle for which a residential parking permit has been issued is still parked, said permit shall be displayed so as to be clearly visible on the driver's side rear window of the vehicle. A residential parking permit shall not guarantee or reserve to the holder a parking space within a designated residential permit parking area.

§ 439-70 Duties of the Administrator; fee.

B.

The Administrator is authorized to establish an annual residential permit parking fee of \$5 per registered vehicle, a temporary residential guest permit parking fee of \$5 for one vehicle and contractor permits for \$5, to cover the administrative costs of permits issued pursuant to this article. Each household will be allowed to obtain three (3) regular residential parking permits and one temporary residential guests parking permit. To obtain these permits the requestor must provide 2 current proofs of residence and vehicle registration information. Any permit obtained is only valid for the permit parking area granted near the requestors residence and cannot be used in any other residential permit parking areas of the city.

§ 439-71 Violations and penalties.

B.

Any duly authorized employee of the City under the direction of the Mayor, shall notify such person of the unlawful parking charge by placing a written notice or ticket under the windshield wiper or in some conspicuous place on such vehicle, indicating the time of the violation, the amount of the unlawful parking charge and that such charge shall be paid to the City and the place where such charge shall be made and the manner of payment. The unlawful parking charge shall be paid in person at Scranton Police Headquarters, via mail, or online no later than three days after the date of the violation, and the notice of ticket placed on the vehicle at the time of the violation shall advise the owner or operator of such vehicle that, unless the unlawful parking charge is paid within the time limits herein specified, the fine payable under conviction of such unlawful parking and failure to pay such charges will be \$5, and costs, and, in default of payment thereof, imprisonment of not more than 10 days.

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 approval.

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.



DEPARTMENT OF LAW

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

June 1, 2017

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

RECEIVED

JUN 01 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A N ORDINANCE AMENDING THE ADMINISTRATIVE CODE OF THE CITY OF SCRANTON CHAPTER 439 VEHICLES AND TRAFFIC, ARTICLE VI: RESIDENTIAL PARKING PERMIT PROGRAM, BY MAKING CHANGES AND ADDITIONS TO SECTIONS 439-68. PERMIT APPLICATION, SECTION 439-69. RESPONSIBILITY OF PERMIT HOLDER, SECTION 439-70. DUTIES OF THE ADMINISTRATOR, FEE, AND SECTION 439-71. VIOLATIONS AND PENALTIES, IN ORDER TO BRING THE CODE UP TO DATE.

Respectfully,

Jessica L. Boyles (1)
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 KUHARCHIK
CONSTRUCTION FOR THE CITY OF SCRANTON TRAFFIC SIGNAL
REPLACEMENT AT NORTH MAIN AVENUE AND PARKER STREET.**

WHEREAS, a request for Proposal was advertised for the City of Scranton Traffic Signal Replacement at North Main Avenue and Parker Street, only one (1) proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract Kuharchik Construction for the reasons provided in the Memo attached hereto from the Business Administrator.

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 Kuharchik Construction for the City of Scranton Traffic Signal Replacement at North Main Avenue and Parker Street.

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

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

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

CONTRACT

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

KUHARCHIK CONSTRUCTION, INC.
420 SCHOOLEY AVENUE
EXETER, PA. 18643
PHONE NO. (570) 654-3391

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 Replacement of the Traffic Signal at North Main Avenue and Parker Street in the City of Scranton. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON
TRAFFIC SIGNAL REPLACEMENT AT
NORTH MAIN AVENUE AND PARKER STREET
PER THE ATTACHED BID PROPOSAL
AND SCRANTON'S SPECIFICATIONS
TOTAL BID PRICE OF \$324,842.00

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 Kuharchik Construction, Inc. dated December 5, 2016 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	\$ 750,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

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

- (a) Name of insurance company, policy number, and expiration data;

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

KUHARCHIK CONSTRUCTION, INC.

BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

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



SCRANTON

June 1, 2017

Memo

To: William Courtright, Mayor
Jessica Boyles, Solicitor
Lori Reed, City Clerk
Dennis Gallagher, Department of Public Works Director

From: David Bulzoni, Business Administrator

Re: **Construction Bid for Traffic Signal Replacement Project
Parker Street – Main Avenue**

All,

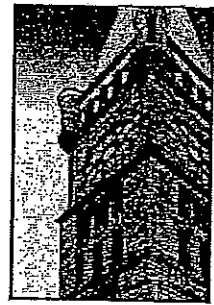
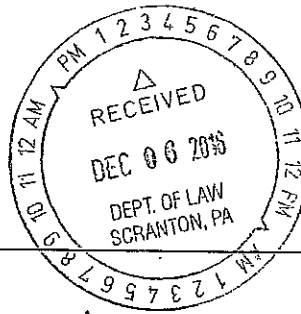
The City received a single bid proposal for the traffic signal replacement project at Parker Street and Main Avenue. The project is supported by a \$75,000 ARLE grant. The remaining cost of the project will be paid from the City's annual liquid fuels allocation. The proposal has been reviewed by the project engineer, Reilly and Associates and complies with the bid requirements. The cost of the bid is approximately 16% higher than estimated but within acceptable parameters and was the single bid received for the project.

The bid was submitted by Kuharchik Construction of Exeter, Pennsylvania. The amount of the bid was \$324,842.

The Office of the Business Administrator recommends the approval of the proposal Kuharchik Construction and the subsequent contract with the firm.

Department of Business Administration

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



SCRANTON

December 5, 2016

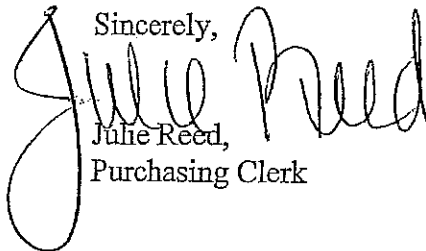
Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Monday, December 5, 2016 in Council chambers for the **City Of Scranton Traffic Signal Replacement at North Main Avenue and Parker Street**. Attached is a copy of the proposal submitted by the following company:

Kuharchick Construction

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

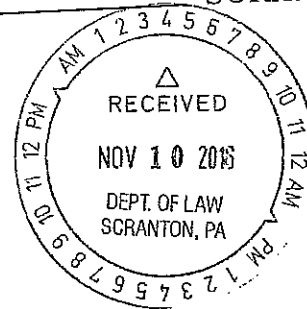
CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mr. Jason Shrive, City Solicitor
File

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



SCRANTON

November 10, 2016



Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton Pa, 18503

Dear Mr. Bulzoni

This is to inform you that proposals will be opened in Council Chambers on
Monday, December 5, 2016 at 10:00 A.M. for the following:

**City of Scranton
Traffic Signal Replacement at
North Main Avenue and Parker Street**

Attached, please find an Invitation to Bidders, and Specifications.
Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mr. Rebecca McMullen, Financial Manager
Mrs. Lori Reed, City Clerk
✓Mr. Jason Shrive, City Solicitor
File

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED BIDS WILL BE RECEIVED BY THE CITY OF SCRANTON OFFICE OF THE CITY CONTROLLER, IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, UNTIL 10:00 A.M. ON MONDAY DECEMBER 5, 2016 AT WHICH TIME THEY WILL BE READ ALOUD IN CITY COUNCIL CHAMBERS, 2ND FLOOR, CITY HALL BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

**CITY OF SCRANTON
TRAFFIC SIGNAL REPLACEMENT AT
NORTH MAIN AVENUE AND PARKER STREET
AS PER SPECIFICATIONS**

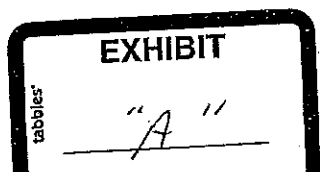
ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH FLOOR, CITY HALL. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, NOVEMBER 22, 2016 AT 10:00 AM IN THE GOVERNOR'S ROOM, SCRANTON CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503 FOR THE PURPOSE OF REVIEWING THE PROJECT AND RECEIVING DIRECTIONS. ALL BIDDERS ARE REQUIRED TO ATTEND TO REVIEW THE SCOPE OF WORK AND SCHEDULE REQUIREMENTS FOR THE PROJECT. ONLY BID FORMS FROM THE VENDORS ATTENDING THE MANDATORY PRE-BID MEETING WILL BE CONSIDERED.

EACH BIDDER SHALL ENCLOSE A CASHIER'S CHECK, OR CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF 10% OF THE BASE BID, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. PROPOSALS MUST BE TYPEWRITTEN OR WRITTEN LEGIBLY IN BLACK INK. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF THE NOTIFICATION OF AWARD, SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF 100% OF THE TOTAL BID AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OF ANY BID SUBMITTED.

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

DAVID BULZONI
BUSINESS ADMINISTRATOR



SPECIAL INSTRUCTIONS TO BIDDERS

1. OWNER: City of Scranton

2. PROJECT: REPLACEMENT OF TRAFFIC SIGNAL AT NORTH MAIN AVENUE AND PARKER STREET

This work includes, but is not limited to, installation of new traffic signal equipment, removal of the existing traffic signal equipment, handicapped curb ramps consisting of concrete curb and sidewalk, traffic signs, line striping, widening of existing bituminous roadway with bituminous curb, drainage adjustments, utility adjustments, maintenance and protection of traffic during construction and related work. The adjustment of any utility valves and manholes shall be included in the cost of the items listed.

3. ADDITIONAL INSTRUCTIONS:

All work and materials shall be in accordance with Pennsylvania Department of Transportation Publication 408 specification, latest edition, unless herein supplemented, Publication 72M Roadway Construction (RC), latest edition, Publication 111 Traffic Control Pavement Markings & Signing Standards-TC 8600 & 8700, latest edition, and Publication 148 Traffic Standards Signals-TC 8800, latest edition.

All Contractors shall be PennDOT pre-qualified.

Periodic inspections of the work, while in progress, and final inspection upon completion, will be made by the Engineer and Owner.

Lines and grades, where necessary, will be set by the Contractor and, if necessary, checked by an Engineer in the field. This includes all survey work necessary for construction of the project.

All materials including, but not limited to, signal equipment, signs, concrete, asphalt, and aggregate shall be supplied from Pennsylvania Department of Transportation approved sources or suppliers. In lieu of this, certified test results from a reputable testing agency indicating that the material meets all the Pennsylvania Department of Transportation Specification will be required. Any such testing will be at the expense of the Contractor.

The Contractor shall be responsible for all utility adjustments including but not limited to the bricking of any manhole rims and utility valves at no additional cost to the Owner. Riser rings are not permitted as a part of this contract. The Contractor shall ensure that all utility facilities are at the proper elevations after final concrete sidewalks or wearing course in the pavement widening area is placed.

All curb, manholes, and valves are to be sealed the day of placement of the final wearing course. As per a request by UGI, the Contractor is not to seal any gas valves as a part of this contract. The Contractor is responsible to verify sealing with the utilities.

The Contractor shall be required to contact all affected Utility companies to verify whether the Contractor or the Utility will be performing the valve adjustments.

The Contractor shall be responsible for the replacement and/or repair of all roads or other existing conditions damaged as a result of their work.

The Contractor shall ensure that the traffic signals are operating properly upon completion of work.

The Contractor shall keep the existing signal system operational until the new traffic signal system is set to "stop & go" operations.

No inspector's field office will be required.

All bids shall be made upon forms supplied by the Engineer. The bids must be typewritten or printed legibly in ink.

The Contractor shall provide TWO (2) copies of all required certifications to the Engineer sufficiently in advance of the construction to afford ample time for review and approval.

The Contractor shall contact Dennis Gallagher - City of Scranton at (570) 348-4180 before starting work, to coordinate any concerns regarding the construction.

Disposal of excess material and stakeout work shall be considered incidental to construction and included within the other items bid.

Any excess excavation at the end of the job shall be removed from the site and disposed of in an approved manner at no additional cost.

The Owner reserves the right at its option to waive any informalities, irregularities, defect, errors, or omissions, in any or all proposals and to reject any or all proposal.

There will be NO asphalt price adjustments for escalation costs.

The Contractor is responsible to protect all concrete work until it has properly cured. If concrete is defective or vandalized the Contractor is responsible to replace damaged areas to nearest construction joint at no additional cost to the Owner.

The Contractor is to sawcut a clean and neat line at ALL roadway, sidewalk and driveway tie-in locations minimum of 1 foot maximum of 3 feet or as directed by Engineer.

The Contractor will insure positive flow of drainage so that no ponding of stormwater shall occur. All dimensions and existing conditions shall be checked and verified by the Contractor in the field, prior to beginning of construction.

The Contractor shall obtain necessary permits and comply with requirements and regulations of agencies having jurisdiction. The City has obtained a Traffic Signal Permit from PENNDOT.

The Contractor shall be responsible for all maintenance and protection of traffic and job safety. The Contractor shall maintain access to all driveways located within the job site at all times or shall coordinate with the property owners in advance of a time when a driveway will be inaccessible. The Contractor will be responsible for providing appropriate signing and flagging operations during construction. The Contractor will also be responsible for informing residence or businesses of the work to take place and any parking restrictions that will be required. The Contractor shall provide appropriate "No Parking" signing as required.

Information regarding the size, depth and location of existing underground structures, pipes and conduits are taken from field information and mapping provided by respective utilities, and as such are approximate. Actual locations, sizes and depths shall be determined by contacting the "Pennsylvania One Call" number and by excavation of test pits prior to the start of construction.

Prior to construction, consult with local officials and utility companies to determine the location of facilities within the project limits. The Contractor is required to contact the PA One Call system a minimum of 3 Days prior to the start of work.

All utilities damaged or destroyed shall be brought to the attention of the specific utility. All cost incurred to fix or replace the utility shall be borne by the Contractor.

Any structure that will be disturbed by construction, and not indicated on the plans to be removed, shall be removed and reset at no additional cost to the owner.

Any backfill shall be compacted to at least a 95% of modified proctor maximum density unless indicated otherwise.

All required clearing and grubbing of vegetation and seeding and mulching is considered incidental to this contract.

Excavation and backfill of any type required to complete the work is considered incidental to this contract.

Removal of all conflicting pavement markings is incidental to this contract.

The Contractor is responsible to prevent sediment laden runoff from leaving the construction site. Any required erosion and sediment pollution control required for the project is considered incidental to this contract.

The Contractor will provide positive drainage with profile grading of gutter line in areas of poor drainage to the maximum extent feasible.

TECHNICAL SPECIFICATIONS

All work will conform to the Pennsylvania Department of Transportation Specifications, Publication 408, latest edition, in addition to other instructions in the Contract Documents.

The following is a list of the applicable Sections in the above Publication 408:

- Section 203 – Class 1, 1A, and 1B Excavation
- Section 204 – Class 2, Class 3, and Class 4 Excavation
- Section 210 – Subgrade
- Section 311 – Superpave Asphalt Mixture Design, Standard Construction, WMA Base Course
- Section 350 – Subbase
- Section 411 – Superpave Mixture Design, Standard and RPS Construction of Plant-Mixed WMA Courses
- Section 601 – Pipe Culverts
- Section 605 – Endwalls, Inlets, Manholes, and Spring Boxees
- Section 606 – Grade Adjustment of Miscellaneous Structures
- Section 608 – Mobilization
- Section 630 – Plain Cement Concrete Curb
- Section 636 – Bituminous Curb
- Section 676 – Cement Concrete Sidewalk
- Section 695 – Detectable Warning Surface
- Section 901 – Maintenance and Protection of Traffic During Construction
- Section 910 – Highway Lighting
- Section 931 – Post Mounted Signs, Type B
- Section 935 – Post Mounted Signs, Type F
- Section 951 – Traffic Signal Supports
- Section 952 – Controller Assembly
- Section 954 – Electrical Distribution
- Section 955 – Signal Heads
- Section 956 – Detectors
- Section 960 – Hot Thermoplastic Pavement Markings

SPECIAL PROVISIONS

ITEM 4630-0010 – PLAIN CEMENT CONCRETE CURB, INCLUDING REMOVAL OF EXISTING CURB, MODIFIED

Description – Section 630.1

Material – Section 630.2

Construction – Section 630.3, add the following:

Adjust curb reveal height as indicated on the Drawings. Contractor to field verify proposed heights during construction.

Measurement and Payment –

Section 630.4, except that excavation as required to place curb is incidental to this item.

ITEM 4676-0001 – CEMENT CONCRETE SIDEWALK MODIFIED

Description – Section 676.1

Material – Section 676.2, add the following:

- Antispall compound – water based acrylic curing and sealing compound shall be a non-yellowing, clear, acrylic curing and sealing compound meeting the following requirements:
 - ASTM C 309, Type 1, Class B
 - AASHTO M 148, Type 1, Class B
 - ASTM C 1315, Class A, Section 6.4.1 – non-yellowing
 - ASTM C 1315, Section 6.6 – exceed 50 MPa (70 psi) adhesion requirements

Construction – Section 676.3, add the following:

- Antispall compound
 - SURFACE PREPARATION
 - A. Protect adjacent surfaces not designated to receive curing and sealing compound.
 - B. Clean and prepare surfaces to receive curing and sealing compound in accordance with manufacturer's instructions.
 - C. Ensure concrete surface is clean and dry, with all stains, oil, grease, dust, and dirt removed.
 - D. Concrete surface water should be dissipated when used on new concrete.
 - E. Concrete surfaces should not be marred by walking workers.
 - APPLICATION
 - A. Apply curing and sealing compound in accordance with manufacturer's instructions.
 - B. Ensure product is mixed for optimum performance. Avoid aggressive mixing as foaming may occur.
 - C. Use an industrial sprayer with a 5916 tip that produces a flow rate of 1/10 of one gallon per minute under 0.276 MPa (40 psi) of pressure.
 - D. Spray on in a fine, fog pattern, without spurts and dribbles, to form a thin, continuous film.
 - E. Alternatively apply using a lint-free roller or lamb's wool roller.

- F. Avoid puddling in low areas.
- o PROTECTION
 - A. Restrict foot traffic for at least four hours; 12 hours is preferable.

Measurement and Payment –
Section 676.4 except that excavation as required for sidewalk is incidental to this item, including any over-excavation (Class 1A).

ITEM 4952-1040 – NEMA TS-2; TYPE 2 CONTROLLER ASSEMBLY, TYPE 1 MOUNTING

Description – Section 952.1

Material – Section 952.2, and as follows:

Controller to be as manufactured by Eagle/Siemens, or approved equal, and must be compatible with existing City equipment.

Construction – Section 952.3, add the following:

The manufacturer's representative is to be on site during installation and testing.

Measurement and Payment – 952.4

ITEM 4956-0700 – VIDEO DETECTOR

Description – Section 956.1

Material – Section 956.2, and as follows:

Detectors are to be as manufactured by Iteris, or approved equal, and must be compatible with existing City equipment.

Construction – Section 956.3

Measurement and Payment – Section 956.4

ITEM 4956-0801 – OPTICAL PREEMPTION SYSTEM

Description – Section 956.1

Material – Section 956.2, and as follows:

Preemption System to be as manufactured by Tomar, or approved equal, and must be compatible with existing City equipment.

Construction – Section 956.3

Measurement and Payment – Section 956.4

ITEM 4956-0771 – RADAR DETECTION SYSTEM MODIFIED

Description –
Section 956.1

Material –
Section 956.2, Revise Section 1104.07(b) by adding:

The system is to be non-intrusive and is to detect vehicles at a minimum of 6' from the sensor. The system is to provide real-time presence data for intersection control. Sensor is to cover multiple lanes per approach and track vehicles entering the intersection. The detection system is to include the following features and capabilities.

The system is to provide accurate pulse-detection of moving vehicles. The sensor is to be mounted in a forward fire or side-fire position, looking at either approaching or departing traffic and is to only detect vehicles in one direction of travel. Each detector is to be capable of providing system detectors for the approach. It is to maintain accurate performance in all weather conditions and is to be tested to meet NEMA TS2 environmental standards.

The system is to include simple setup routine that can provide for automatic or manual configuration of lanes, stop bars and detection zones. The sensor is to also be capable of being programmed and updated from a laptop computer or other portable programming device such as a personal digital assistant (PDA). Software is to be provided. The graphical user interface is to operate on a Windows platform.

Furnish Radar Detection System for pulse detection as shown on the traffic signal plans. Deviations from the approved signal plans must be approved by the District Traffic Unit. The sensor is to be mounted directly to a pole or mast arm as recommended by the manufacturer. Cable is to be provided as required and recommended by the manufacturer.

Surge protection devices as recommended by the manufacturer are to be included both at the pole where the sensor is located to protect the sensor and in the traffic cabinet to protect the cabinet electronics.

Power is to be provided from the traffic cabinet. The sensor is to consume less than 10 watts and operate from a DC input between 7 VDC and 32 VDC. Complete and automatic recovery from a power failure is to be within 15 seconds after resumption of normal power.

All required inputs and cards are to be included in the traffic signal cabinet and is to be compatible with 170, 2070, NEMA TS1 and NEMA TS2 detector racks. The cards are to provide true pulse detector calls or contact closure to the traffic controller.

Detection shall be as manufactured by Iteris, or approved equal, and must be compatible with existing City equipment.

Construction –
Section 956.3, add the following:

The manufacturer's representative is to be on site during installation and testing.

Measurement and Payment – Each
Complete and operational. Include all equipment, hardware, testing, wiring, modification of the controller assembly at the location and material needed for functional pulse detection.

ITEM 9000-0001- PAVEMENT RESTORATION

Description – This work is the sawcutting of bituminous and concrete pavement of any depth, excavation as required, and installation of bituminous base repair as indicated on the Contract Drawing.

Material – As follows:

- Superpave Base Course – Section 311.2
- Subbase – Section 350.2
- Superpave Wearing and Binder Courses – Section 411.2

Construction – Contractor is to sawcut existing pavement to neat lines at a depth that allows all existing pavement layers to be cut in a location as indicated on the Contract Drawings. Excavate areas for base repair as required and prepare subgrade in accordance with Section 210.3. Install subbase and bituminous layers as indicated on the Contract Drawings and in accordance with Sections 311.3, 350.3 and 411.3. Provide tack coat between all layers of bituminous material. Seal all vertical edges between proposed pavements with curb or existing pavements with a PG 64-22 seal (except at curb ramp locations). Seal over the top layer between proposed and existing pavements or curb with a 12 inch wide seal of PG 64-22.

Measurement and Payment -- Square Yard. Complete and in place including, but not limited to, sawcutting, excavation, subgrade preparation, subbase, bituminous base course, binder course, wearing course, tack coat and sealing.

ITEM 9000-0002 – INLET REPLACEMENT COMPLETE AND IN PLACE INCLUDING MANHOLE

Description –

This work includes the installation of a new inlet and trap, removal of an existing inlet and manhole inlet structures, a pipe connection to an existing manhole inlet structure and grade adjustment of the existing manhole inlet structure to remain.

Material –

Sections 601.2, 605.2, 606.2 and 607.2 and as follows:

Inlet Traps -- Inlets shall be provided with traps for the purpose of creating a water seal against escaping sewer gases. Traps shall be Neenah Foundry Catch Basin Trap Model R-3701, or approved equal.

Construction –

Sections 601.3, 605.3, 606.3, 607.3 and as follows:

Coordinate work with the Scranton Sewer Authority prior to removing any structures.

Remove existing inlet and manhole structures as indicated on the contract drawings. Also remove manhole top from storm inlet structure to remain. Install new inlet structure and connect to existing storm inlet structure to remain with 15-inch Thermoplastic Pipe, Group III. Backfill all remaining voids with 2A stone.

Install inlet with inlet trap if required as indicated on the Drawings.

Grade adjust storm inlet structure to remain so that manhole top is flush with proposed concrete surface.
Replace manhole lid with an ADA compliant lid if required.

Measurement and Payment -- Each.

Includes all labor and materials to remove existing structures, new inlet boxes, inlet top units, frames and grates, grade adjustment rings, manhole lid, pipe, backfill and any other items required to make a complete and functional storm system.

ITEM 9000-0003 -- REMOVE STEEL POLE

Description --

This work is the relocation of the existing bus stop sign onto a Type B Post and the removal of the existing steel pole located on the southeast corner of the intersection adjacent to PPL Pole 57685-N47142.

Material --

Section 931.2.

Construction --

Sections 931.3 and as follows:

Prior to removing the steel pole, remove the existing bus stop sign and mount on a Type B Post.
Coordinate with the City of Scranton and County of Lackawanna Transit System on new location of sign.

Remove the existing steel pole and foundation a minimum of 1-foot below grade. Backfill void with suitable backfill.

Measurement and Payment -- Each. Includes labor and material required to relocate bus stop sign and removal of the steel pole.

ITEM 9000-0004 -- RELOCATION AND REMOVAL OF EXISTING TRAFFIC SIGNAL SYSTEM

Description --

This work is the temporary relocation of the existing traffic signal system onto a utility pole to be relocated by PPL and a temporary wooden pole to be supplied by the Contractor. Also included is the removal of the existing signal system after the new traffic signal system is operational (stop and go operations).

Material --

Section 952.2 and 955.2

Construction --

Sections 952.3 and 955.3 and as follows:

Coordinate with PPL on new pole location. Install temporary wooden signal pole on opposite corner. Relocate existing traffic signal system off of the existing PPL and Verizon poles. Install the existing signal system onto the temporary wooden pole and temporarily band onto the relocated PPL pole. Coordinate with PPL on relocation of electrical service disconnect. Be sure existing signal heads are as close to their existing locations as possible and that signal system is functioning per the existing conditions.

PPL and Verizon will then remove their respective utility poles.

When the new traffic signal system is complete and in stop and go operation, disconnect the electrical service to the existing signal controller and remove all existing traffic signal equipment and temporary wooden pole. Contractor will properly dispose of the existing signal equipment. Contractor to also repair any sidewalk area damaged by the temporary wooden signal pole and the removed Verizon pole.

Measurement and Payment – Lump sum. Includes all equipment necessary for temporary relocation and removal and disposal of existing traffic signal equipment and sidewalk repair. Coordination with the respective utility companies is also included.

ITEM 9000-0005 – SIGNAL AND LIGHTING CABLE, AS REQUIRED

Description – Sections 910.1 and 954.1

Material – Sections 910.2 and 954.2

Construction – Sections 910.3 and 954.3

Measurement and Payment – Lump Sum. Contractor to provide all materials and labor to install signal and lighting cable and wire as required for a complete and operational traffic signal system and overhead street lights.

ITEM 9000-0006 – SCRANTON CITY POLICE ASSISTANCE

Description – The Scranton City Police will be available to provide police presence during construction on an as-needed basis.

Material – None

Construction – The Contractor may request the presence of Scranton City Police during construction on an as-needed basis. The Contractor shall provide a construction schedule to the City Police. The Contractor shall provide the police with adequate notice of requested times (minimum 24 hours).

Measurement and Payment – Dollar. The contract will have a unit measure of Dollar, a unit price of \$1.00, and a quantity equal to the predetermined amount. The Owner will pay the Contractor only for actual time that police are present at the City Police's nominal rates up to the predetermined dollar amount. The City Police will provide invoices to the Contractor which must be provided to the Owner as justification for payment.

ITEM 9676-0002 – REINFORCED CEMENT CONCRETE SIDEWALK

Description –
This work is the construction of reinforced cement concrete sidewalk as indicated on the Drawings.

Material –
Section 676.2 and as follows:

Class AA Cement Concrete – Section 704

Reinforcement - Section 709.3 and 709.4

- Antispall compound – water based acrylic curing and sealing compound shall be a non-yellowing, clear, acrylic curing and sealing compound meeting the following requirements:
 - ASTM C 309, Type 1, Class B
 - AASHTO M 148, Type 1, Class B
 - ASTM C 1315, Class A, Section 6.4.1 – non-yellowing
 - ASTM C 1315, Section 6.6 – exceed 50 MPa (70 psi) adhesion requirements

Construction –

Section 676.3, as indicated on the Drawings, and as follows:

- Antispall compound
 - SURFACE PREPARATION
 - A. Protect adjacent surfaces not designated to receive curing and sealing compound.
 - B. Clean and prepare surfaces to receive curing and sealing compound in accordance with manufacturer's instructions.
 - C. Ensure concrete surface is clean and dry, with all stains, oil, grease, dust, and dirt removed.
 - D. Concrete surface water should be dissipated when used on new concrete.
 - E. Concrete surfaces should not be marred by walking workers.
 - APPLICATION
 - A. Apply curing and sealing compound in accordance with manufacturer's instructions.
 - B. Ensure product is mixed for optimum performance. Avoid aggressive mixing as foaming may occur.
 - C. Use an industrial sprayer with a 5916 tip that produces a flow rate of 1/10 of one gallon per minute under 0.276 MPa (40 psi) of pressure.
 - D. Spray on in a fine, fog pattern, without spurts and dribbles, to form a thin, continuous film.
 - E. Alternatively apply using a lint-free roller or lamb's wool roller.
 - F. Avoid puddling in low areas.
 - PROTECTION
 - A. Restrict foot traffic for at least four hours; 12 hours is preferable.

Measurement and Payment –

Section 676.4 except that excavation as required for sidewalk is incidental to this item, including any over-excavation (Class 1A).

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INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

The Specification Manuals are not to be detached, filled out, or executed. Separate copies of Bid Forms are furnished for the submission of Bids. These forms include the following:

- a. Bid Form
- b. Unit Price Sheet (if applicable)
- c. Bid Bond
- d. Bid Proposal
- e. Statement of Bidder's Qualifications
- f. Non-Collusion Affidavit of Prime Bidder
- g. Certification of Non Segregated Facilities
- h. Certification of Bidder Regarding Equal Employment Opportunity

2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the OWNER. Any inquiry received seven (7) or fewer days prior to the date fixed for opening of Bids will not be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the OWNER and the office of the Engineer at least one (1) day before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the OWNER will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested.

5. BIDS

a. All Bids must be submitted on forms supplied by the OWNER and shall be subject to all requirements of the Contract Documents and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. The following documents shall be enclosed in envelopes, outer and inner, both of which shall be sealed and clearly labeled with the project name, name of Bidder, and the date and the time of bid opening in order to guard against premature opening of the bid:

1. Bid Form
2. Unit Price Sheet (if applicable)
3. Bid Bond
4. Bid Proposal
5. Statement of Bidder's Qualifications
6. Non-Collusion Affidavit of Prime Bidder
7. Certification of Non Segregated Facilities
8. Certification of Bidder Regarding Equal Employment Opportunity

c. The OWNER may consider irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the OWNER to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

- e. Each Bidder shall include in his Bid the following information:
- Name of Firm
 - Names of Principals
 - Firm's Address, including City, State and Zip Code
 - Firm's Telephone Number/Facsimile Number
 - Firm's Federal Identification Number

6. BID GUARANTY

a. The Bid must be accompanied by a Bid Guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a Certified Check, Cashier's Check, or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified Check, Cashier's Check, or Bank Draft must be payable to the OWNER. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishings of the Surety Bond or Bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified Checks, Cashier's Checks, or Bid Bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a Bid to the OWNER for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted.

b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 - Subcontracts.

8. TIME FOR RECEIVING BIDS

a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered, except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the OWNER that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

9. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the OWNER will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

11. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The OWNER, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The OWNER reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

12. EXECUTION OF AGREEMENT: PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS, AND CONSENT OF SURETY COMPANY TO FINAL PAYMENT

a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the OWNER an Agreement in the form included in the Contract Documents in such number of copies as the OWNER may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a." above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or Surety Company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570. In addition, the successful Bidder shall, within the period specified in paragraph "a." above, furnish a Maintenance Bond in a penal sum not less than ten percent (10%) of the amount of the Contract as awarded. Said bond shall be solely to guarantee the project free from defects caused by faulty workmanship and materials for a period of two (2) years, general wear and tear excepted. Also, the successful Bidder shall furnish Consent of Surety Company to Final Payment solely for the Surety Company to approve final payment to the successful Bidder, and guarantee that final payment to the successful Bidder shall not relieve the Surety Company of any of its obligations to the OWNER.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant, based upon reasons determined sufficient by the OWNER may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus done exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the OWNER for a refund.

13. INSURANCE

a. The Bidder must submit a Workers Compensation Insurance Certificate evidencing that the policy is in force. The policy must remain in force until project completion. The policy must remain in force until project completion; should the policies expire, copies of the new insurance certificate will be forwarded to the OWNER as soon as they are received.

b. The Bidder must carry Comprehensive Commercial General Public Liability Insurance, including blanket contractual, broad form property damage, personal injury, owners and contractors protective liability, products liability and completed operations coverage, and Umbrella/Excess Liability Insurance in the sum of not less than One Million Dollars (\$1,000,000.00) each, naming the OWNER as an additional insured, and shall provide the OWNER with a Comprehensive Commercial General Public Liability Insurance and Umbrella/Excess Liability Insurance certificate evidencing that the policies are in force. The policies must remain in force until project completion; should the policies expire, copies of the new insurance certificates will be forwarded to the OWNER as soon as they are received.

c. The rates of pay set forth under State Prevailing Wage Rates are the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

14. WAGES AND SALARIES

a. Attention of Bidders is particularly called to the requirement concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. (See State Prevailing Wage Rates)

b. The rates of pay set forth under State Prevailing Wage Rates the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, sex, color, national origin, or religion.

16. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

For contracts in excess of \$100,000.00, attention of Bidders is particularly called to special requirements regarding employment of lower income residents of, and utilization of businesses in the locality where the work is to be done.

Attention of Bidders is particularly called to the necessity of complying with all Federal, State and Local laws and regulations including but not limited to the following: Act 247-1972; Act 287-1974; Federal Occupational Safety and Health Act of 1970.

CITY OF SCRANTON

TRAFFIC SIGNAL REPLACEMENT AT NORTH MAIN AVENUE AND PARKER STREET
CITY OF SCRANTON, LACKAWANNA COUNTY, PA

BID FORM

NAME:

ADDRESS:

PHONE #:

FAX#:

FEDERAL I.D. #:

PRINCIPALS:

DATE:

PROJECT:

ENCLOSED IS:

- () BID BOND, CERTIFIED CHECK, OR CASHIERS CHECK
AND
() WORKER'S COMPENSATION INSURANCE CERTIFICATE
AND
() PUBLIC LIABILITY INSURANCE CERTIFICATE

TOTAL:

BASE BID

\$

SIGNATURE

ATTACHMENT 1
SCHEDULE OF PRICES
Traffic Signal Replacement at North Main Avenue and Parker Street
Overall Bid Form

Sheet 1 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0608-0001	MOBILIZATION	LS	1	\$	\$
4630-0010	PLAIN CEMENT CONCRETE CURB, INCLUDING REMOVAL OF EXISTING CURB	LF	151	\$	\$
0636-0001	BITUMINOUS CONCRETE CURB	LF	162	\$	\$
4676-0001	CEMENT CONCRETE SIDEWALK, MODIFIED	SY	104	\$	\$
0695-0004	DETECTABLE WARNING SURFACE, POLYMER COMPOSITE	SF	80	\$	\$
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	LS	1	\$	\$
0910-2828	250-WATT HIGH PRESSURE SODIUM LUMINAIRE, ARM MOUNT	EACH	1	\$	\$
0931-0001	POST MOUNTED SIGNS, TYPE B	SF	10	\$	\$
0935-0001	POST MOUNTED SIGNS, TYPE F	SF	75	\$	\$
0951-0120	TRAFFIC SIGNAL SUPPORT, 20' MAST ARM	EACH	2	\$	\$
0951-0125	TRAFFIC SIGNAL SUPPORT, 25' MAST ARM	EACH	1	\$	\$
0951-0130	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM	EACH	1	\$	\$
0951-2115	TRAFFIC SIGNAL SUPPORT, 15' MAST ARM WITH LUMINAIRE ARM (30' MOUNTING HEIGHT)	EACH	1	\$	\$
0951-4014	TRAFFIC SIGNAL SUPPORT, 14' PEDESTAL	EACH	1	\$	\$
0951-4021	PEDESTRIAN STUB POLE, TYPE A	EACH	6	\$	\$
4952-1040	NEMA TS-2, TYPE 2 CONTROLLER ASSEMBLY, TYPE 1 MOUNTING	EACH	1	\$	\$
0954-0012	2 INCH CONDUIT	LF	86	\$	\$

ATTACHMENT 1
SCHEDULE OF PRICES
Traffic Signal Replacement at North Main Avenue and Parker Street
Overall Bid Form

Sheet 2 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0954-0013	3 INCH CONDUIT	LF	273	\$	\$
0954-0014	4 INCH CONDUIT	LF	83	\$	\$
0954-0151	TRENCH AND BACKFILL, TYPE I	LF	45	\$	\$
0954-0152	TRENCH AND BACKFILL, TYPE II	LF	205	\$	\$
0954-0153	TRENCH AND BACKFILL, TYPE III	LF	123	\$	\$
0954-0302	JUNCTION BOX, JB-27	EACH	4	\$	\$
0954-0403	ELECTRICAL SERVICE, TYPE C	EACH	1	\$	\$
0954-0600	UNINTERRUPTIBLE POWER SUPPLY (UPS)	EACH	1	\$	\$
0955-3208	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	EACH	9	\$	\$
0955-3722	LED COUNTDOWN PEDESTRIAN SIGNAL HEAD, TYPE A	EACH	8	\$	\$
0956-0500	PEDESTRIAN PUSH BUTTON	EACH	8	\$	\$
4956-0700	VIDEO DETECTOR	EACH	1	\$	\$
4956-0771	RADAR DETECTION SYSTEM MODIFIED	EACH	1	\$	\$
4956-0801	OPTICAL PREEMPTION SYSTEM	EACH	1	\$	\$
0960-0002	4" YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	755	\$	\$
0960-0005	6" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	80	\$	\$
0960-0021	24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	322	\$	\$

ATTACHMENT 1
SCHEDULE OF PRICES
Traffic Signal Replacement at North Main Avenue and Parker Street
Overall Bid Form

Sheet 3 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0960-0224	WHITE HOT THERMOPLASTIC LEGEND, "LEFT ARROW", 12'-0" X 3'-0"	EACH	2	\$	\$
9000-0001	PAVEMENT RESTORATION	SY	79	\$	\$
9000-0002	INLET REPLACEMENT COMPLETE AND IN PLACE INCLUDING MANHOLE	EACH	1	\$	\$
9000-0003	REMOVE STEEL POLE	EACH	1	\$	\$
9000-0004	RELOCATION AND REMOVAL OF EXISTING TRAFFIC SIGNAL SYSTEM	LS	1	\$	\$
9000-0005	SIGNAL AND LIGHTING CABLE, AS REQUIRED	LS	1	\$	\$
9000-0006	SCRANTON CITY POLICE ASSISTANCE	DOLLAR	3500	\$ 1.00	\$ 3,500.00
9576-0002	REINFORCED CEMENT CONCRETE SIDEWALK	SY	5	\$	\$
TOTAL OF BASE BID PRICES				\$	

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned
_____ as PRINCIPAL, and

_____ as SURETY are held and firmly bound unto City of Scranton, hereinafter called the "Local Public Agency", in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the _____ accompany bid, dated _____, 2016, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, with ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or in the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

INDIVIDUAL OR PARTNERSHIP PRINCIPALS

_____(SEAL)

_____(SEAL)

In the presence of:

_____(SEAL)

_____(SEAL)

CORPORATE PRINCIPAL

ATTEST:

_____(SEAL)

SURETY

ATTEST:

_____(SEAL)

Countersigned:

By: _____

Attorney-in-Fact,
State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation
named _____ as Principal in the _____ within _____ bond; that
_____, who signed the said bond
on behalf of the Principal was then _____ of said Corporation; that I
know his signature, and his signature thereto is genuine; and that said bond was duly
signed, sealed and attested to for and in behalf of said corporation by authority of his
governing body.

Title: _____

(CORPORATE SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

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 attached 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 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 prices or the Bid price of any Bidder, or to
secure through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the Owner 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.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20__

(Title)

My commission expires _____

AFFIRMATIVE ACTION CERTIFICATION

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

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.

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. 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.

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.

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

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.

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

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

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 _____

CERTIFICATION 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 will 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 this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit 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 certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts 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 _____, 20 _____

(Name of Bidder)

Official Address
(including ZIP CODE):

By _____

(Title)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

BIDDER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ Yes ☐ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☐ Yes ☐ No ☐ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☐ No

NAME _____

TITLE _____

SIGNATURE _____

DATE _____

Pennsylvania Prevailing Wage Rates

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	North Main Ave and Parker St., Signal
Awarding Agency:	City of Scranton
Contract Award Date:	12/15/2016
Serial Number:	16-06221
Project Classification:	Highway
Determination Date:	10/28/2016
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Lackawanna County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 16-06221 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	7/1/2016		\$32.48	\$18.52	\$51.00
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2016		\$27.52	\$18.22	\$45.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermakers	1/1/2016		\$42.26	\$33.36	\$75.62
Boilermakers	1/1/2017		\$44.26	\$33.65	\$77.91
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2016		\$33.47	\$16.13	\$49.60
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2016		\$28.53	\$16.08	\$44.61
Cement Finishers	5/1/2016		\$32.43	\$11.56	\$43.99
Drywall Finisher	5/1/2017		\$27.31	\$18.67	\$45.98
Drywall Finisher	5/1/2016		\$27.31	\$17.47	\$44.78
Electric Lineman	9/4/2016		\$54.43	\$21.39	\$75.82
Electric Lineman	9/1/2014		\$52.19	\$17.99	\$69.28
Electric Lineman	9/3/2017		\$55.68	\$22.25	\$77.91
Electric Lineman	1/1/2016		\$53.02	\$20.78	\$73.80
Electric Lineman	1/1/2017		\$54.20	\$21.63	\$75.83
Electricians	5/1/2016		\$35.41	\$20.67	\$56.08
Elevator Constructor	1/1/2016		\$45.04	\$30.28	\$75.32
Glazier	5/1/2016		\$29.02	\$15.51	\$44.53
Glazier	5/1/2016		\$29.02	\$15.51	\$44.53
Iron Workers	5/1/2016		\$31.57	\$28.78	\$60.35
Laborers (Class 01 - See notes)	5/1/2016		\$20.70	\$16.13	\$36.83
Laborers (Class 02 - See notes)	5/1/2016		\$22.70	\$16.13	\$38.83
Laborers (Class 03 - See notes)	5/1/2016		\$23.37	\$16.31	\$39.68
Laborers (Class 04 - See notes)	5/1/2016		\$24.87	\$16.31	\$41.18
Laborers (Class 05 - See notes)	5/1/2016		\$25.37	\$16.31	\$41.68
Laborers (Class 06 - See notes)	5/1/2016		\$23.47	\$16.13	\$39.60
Millwright	5/1/2017		\$33.79	\$18.16	\$51.95
Millwright	5/1/2016		\$33.59	\$17.51	\$51.10
Operators (Building, Class 01 - See Notes)	5/1/2016		\$34.46	\$23.35	\$57.81
Operators (Building, Class 01A - See Notes)	5/1/2016		\$36.74	\$24.01	\$60.72
Operators (Building, Class 02 - See Notes)	5/1/2016		\$34.18	\$23.26	\$57.44
Operators (Building, Class 02A - See Notes)	5/1/2016		\$36.43	\$23.93	\$60.36
Operators (Building, Class 03 - See Notes)	5/1/2016		\$31.46	\$22.45	\$53.91
Operators (Building, Class 04 - See Notes)	5/1/2016		\$30.33	\$22.41	\$52.74
Operators (Building, Class 05 - See Notes)	5/1/2016		\$29.87	\$28.99	\$58.86
Operators (Building, Class 06 - See Notes)	5/1/2016		\$29.06	\$21.73	\$50.73
Operators (Building, Class 07A - See Notes)	5/1/2016		\$41.36	\$26.81	\$68.17
Operators (Building, Class 07B - See Notes)	5/1/2016		\$41.02	\$26.70	\$67.72
Operators (Heavy, Class 01 - See Notes)	5/1/2016		\$33.06	\$22.92	\$55.98

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 16-06221 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 01A - See Notes)	5/1/2016		\$35.31	\$23.56	\$58.87
Operators (Heavy, Class 02 - See Notes)	5/1/2016		\$32.77	\$22.84	\$55.61
Operators (Heavy, Class 02A - See Notes)	5/1/2016		\$35.02	\$23.50	\$58.52
Operators (Heavy, Class 02A - See Notes)	5/1/2015		\$34.65	\$23.21	\$57.86
Operators (Heavy, Class 03 - See Notes)	5/1/2016		\$29.84	\$21.97	\$51.81
Operators (Heavy, Class 04 - See Notes)	5/1/2016		\$28.70	\$21.64	\$50.34
Operators (Heavy, Class 05 - See Notes)	5/1/2016		\$28.25	\$21.51	\$49.76
Operators (Heavy, Class 06 - See Notes)	5/1/2016		\$27.37	\$21.25	\$48.62
Operators (Heavy, Class 07A - See Notes)	5/1/2016		\$39.68	\$26.28	\$65.96
Operators (Heavy, Class 07B - See Notes)	5/1/2016		\$39.32	\$26.19	\$65.51
Painters Class 1 (see notes)	5/1/2016		\$26.75	\$17.47	\$44.22
Painters Class 1 (see notes)	5/1/2015		\$26.45	\$16.67	\$43.12
Painters Class 1 (see notes)	5/1/2017		\$26.75	\$18.67	\$45.42
Painters Class 2 (see notes)	5/1/2017		\$29.30	\$19.02	\$48.32
Painters Class 2 (see notes)	5/1/2016		\$29.30	\$17.27	\$46.57
Painters Class 3 (see notes)	5/1/2017		\$34.45	\$19.97	\$54.42
Painters Class 3 (see notes)	5/1/2016		\$34.45	\$17.47	\$51.92
Pile Driver Drivers (Building, Heavy, Highway)	1/1/2016		\$48.10	\$17.37	\$65.47
Pile Drivers	1/1/2016		\$32.08	\$17.37	\$49.45
Plasterers	6/1/2016		\$32.94	\$10.92	\$43.86
Plumbers and Steamfitters	6/1/2016		\$39.89	\$20.51	\$60.40
Roofers	6/1/2015		\$26.50	\$17.38	\$43.88
Roofers	6/1/2016		\$27.00	\$18.18	\$45.18
Sheet Metal Workers	5/1/2016		\$30.33	\$22.43	\$52.76
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2016		\$36.05	\$21.02	\$57.07
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2016		\$30.17	\$16.09	\$46.26
Terrazzo Finisher	5/1/2017		\$31.54	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.84	\$19.67	\$51.48
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2016		\$30.00	\$18.48	\$48.48
Tile & Marble Finisher	5/1/2016		\$27.74	\$13.98	\$41.72
Tile & Marble Layer	5/1/2016		\$30.65	\$14.48	\$45.13
Truckdriver class 1 (see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1 (see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1 (see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1 (see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 16-06221 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 16-06221 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenters	5/1/2017		\$30.12	\$15.34	\$45.46
Carpenters	5/1/2016		\$29.67	\$14.54	\$44.21
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Iron Workers	7/1/2016		\$29.42	\$28.78	\$58.20
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 01 - See notes)	5/1/2016		\$19.84	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 01 - See notes)	5/1/2018		\$20.95	\$16.79	\$37.75
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52
Laborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 03 - See notes)	5/1/2016		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2018		\$23.42	\$15.79	\$39.21
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95
Laborers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01a - See Notes)	5/1/2016		\$34.41	\$23.32	\$57.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.34	\$53.29
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 16-06221 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.98	\$64.55
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Piledrivers	5/1/2016		\$29.67	\$14.54	\$44.21
Piledrivers	5/1/2017		\$30.12	\$15.34	\$45.46
Steamfitters (Heavy and Highway Gas Distribution)	5/1/2016		\$39.62	\$31.18	\$70.80
Truckdriver class 1 (see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1 (see notes)	5/1/2019		\$35.12	\$0.00	\$35.12
Truckdriver class 1 (see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1 (see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03

TRAFFIC SIGNAL PERMIT



pennsylvania
DEPARTMENT OF TRANSPORTATION
www.pdot.state.pa.us

TRAFFIC SIGNAL PERMIT

Permit No. 40332Sheet 1 of 3

In accordance with the Vehicle Code, the Secretary of Transportation hereby approves the installation and operation of a traffic signal at the intersection of North Main Avenue and Parker Street
in the City of Scranton, County of Lackawanna

This permit is issued to, and accepted by the City of Scranton
hereinafter known as the Permittee, as follows:

This installation shall be in accordance with the Vehicle Code and the Regulations for traffic signs, signals, and markings of the Department of Transportation, and shall conform to the following requirements and those contained on the attached sheets.

Type of Controller

Fully Actuated

Type of Signal Mounting

Post mounted and overhead

Hours of Operation as "Stop" and "Go"

Continuously

Hours of Operation as "FLASHING"

Equipped for emergency flashing

Controller Operation:

Controller to provide the phasing, timing and signal display as indicated on the attached diagram(s).

All work performed by the Permittee in the erection of the traffic signal shall be under and subject to the direction of the Secretary of Transportation or his authorized representatives. The said Permittee shall use due diligence in the execution of the work authorized under this permit and shall not obstruct or endanger travel along the said road. All operations must be conducted so as to permit safe and reasonable free travel at all times over the road within the limits of the work herein permitted.

The Permittee covenants and agrees to fully indemnify and save harmless the Department of Transportation and assume all liability for damages or injury, occurring to any person, persons or property through or in consequence of any act or omission of anyone working on the construction, or from faulty maintenance or operation of such traffic signal.

The Secretary of Transportation, by law, reserves the right to revoke and annul this permit if the Permittee shall at any time willfully or negligently fail to comply with the conditions contained in this permit, or, upon changes in traffic conditions, fail to make any changes in the construction or operation of this signal, or to remove it, when so ordered by the Secretary of Transportation; or if this installation is not in operation within twenty-four (24) months of the receipt of this permit. The Permittee shall maintain the signal in a safe condition at all times. The Permittee shall not make any change in the construction or operation of this traffic signal without prior written approval of the Secretary of Transportation.

This permit cancels and supersedes all previous permits issued for this location upon completion of the installation specified herein.

INITIAL DATE 09/29/2016APPROVED Leslie S. Richards

(Secretary of Transportation)

REVISION DATE _____

BY PennDOT

(District Executive or approved designee)

NORTH MAIN AVE AND PARKER ST SIGNAL

for

THE CITY OF SCRANTON

SCRANTON CITY
LACKAWANNA COUNTY, PENNSYLVANIA
NOVEMBER 2016

INDEX OF DRAWINGS

	COVER SHEET
1	LOCATION PLAN
2-4	CONSTRUCTION DETAILS
5	CURB-WALK DETAILS
6	LANDSCAPE SHEET
7	TABLELAND SHEET
8-10	TRAFFIC SIGNAL CONSTRUCTION PLAN
11-14	TRAFFIC CONTROL PLAN
15	RAISED SIGNAL
16	TRAFFIC SIGNAL PERMIT PLAN

LIST OF PUBLIC UTILITIES:

500000557 KALEXANDRA*
1 CONQUEST WAY
MOUNTAIN VIEW, NJ 07048-1714
PHONE: (570) 467-0975

PENNSYLVANIA AMERICAN WATER
312 JORDAN AVE. 3RD FL.
PHILADELPHIA, PA 19106
ATTN: ANTHONY DANGWEN
PHONE: (570) 849-7510

UNION PENN NATIONAL GASE-INDS
101 CENTER ST.
ATTN: GREGORY HALL
PHONE: (570) 842-6776

PREPARED BY:
REILLY ASSOCIATES
ENGINEERING / ENVIRONMENTAL / SURVEYING
49 SOUTH MAIN STREET

SUITE-200:

PITTSFON. PA 18640

(570) 654-2473

RA# 15053:00

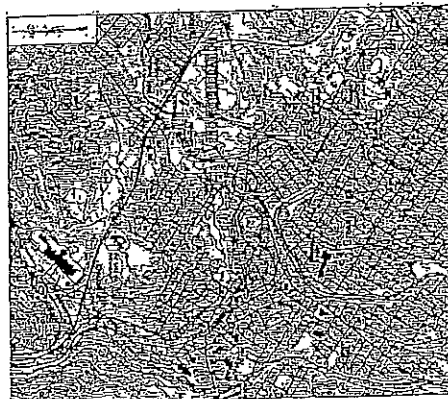


PHASE II DESIGN STOP CALL

GENERAL NOTES:

- [illegible]

DATE	STUD. WKS.	DATE
JUNE 10 1961	TO 4300	JUNE 12 2011
JUNE 11 1961	TO 4700C	JUNE 13 2011
JUNE 12 1961	TO 5700C	JUNE 14 2011
JUNE 13 1961	TO 5702B	JUNE 15 2011
JUNE 14 1961	TO 5717	JUNE 16 2011
JUNE 15 1961	TO 5717	DECEMBER 1 2011
JUNE 16 1961	TO 5801	DECEMBER 12 2011
JUNE 17 1961	TO 5802	DECEMBER 13 2011
JUNE 18 1961	TO 5903	DECEMBER 14 2011
JUNE 19 1961	TO 5903	DECEMBER 15 2011
JUNE 20 1961	TO 5903	DECEMBER 16 2011
JUNE 21 1961	TO 5903	DECEMBER 17 2011
JUNE 22 1961	TO 5903	DECEMBER 18 2011
JUNE 23 1961	TO 5903	DECEMBER 19 2011
JUNE 24 1961	TO 5903	DECEMBER 20 2011
JUNE 25 1961	TO 5903	DECEMBER 21 2011
JUNE 26 1961	TO 5903	DECEMBER 22 2011
JUNE 27 1961	TO 5903	DECEMBER 23 2011
JUNE 28 1961	TO 5903	DECEMBER 24 2011
JUNE 29 1961	TO 5903	DECEMBER 25 2011
JUNE 30 1961	TO 5903	DECEMBER 26 2011
JUNE 31 1961	TO 5903	DECEMBER 27 2011
JUNE 32 1961	TO 5903	DECEMBER 28 2011
JUNE 33 1961	TO 5903	DECEMBER 29 2011
JUNE 34 1961	TO 5903	DECEMBER 30 2011
JUNE 35 1961	TO 5903	DECEMBER 31 2011



LOCATION: MAP

३५८



Paul Albert Menichello
Paul Albert Menichello, P.E.

Nov. 1 File

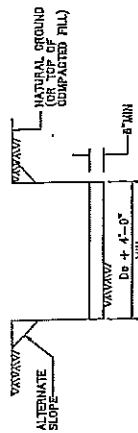
NO-304
JUNE 1, 2010

(A) PIPE LYING ON TOP OF THE NATURAL GROUND.

- STEP 1: REMOVE TOPSOIL, COMPRESSIBLE LAYER OF ORGANIC MATERIAL, TO A WIDTH EQUAL TO 6 OUTSIDE DIAMETERS OF THE PIPE IN ALL FILL CONDITIONS ABOVE (A), (B) & (C). ALSO IF SPECIFIED ON THE CONTRACT DRAWING, UNDERGO THE DEPTH BELOW THE BEDDING AS SHOWN BY DESIGN (WATER WIDTH & DIAMETERS OF PIPE). PAY AS CLASS 1 EXCAVATION.**

STEP 2.1 CONSTRUCT THE EMBANKMENT TO 4'-0" ABOVE THE TOP OF PIPE OR TO THE SUBGRADE ELEVATION, WHICHEVER IS LESS. FOR PIPES 72" OR GREATER SEE NOTE 1.

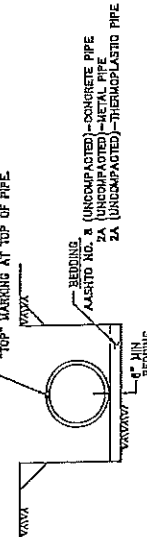
- STEP 3:** EXCAVATE THE TRENCH TO THE WIDTH OF THE OUTSIDE DIAMETER OF THE PIPE BARREL PLUS 4'-0" AND CREATE AN APPROPRIATE BEDDING 6" DEEP.



STEP 4 : FOR CONCRETE PIPE IF THIS EXCAVATION IS THROUGH ROCK, OR HARD SHALE, OR IN AREAS OF UNDERCUT, PROVIDE 8" 1/2" INCH/FT OF D_o X 0'-0" BELOW THE INTENDED BOTTOM ELEVATION OF THE PIPE 15' MAX.

NOTE: IF UNSUITABLE MATERIAL IS FOUND, UNDERCUT AS DIRECTED AND BACKFILL WITH SUITABLE MATERIAL TO BOTTOM OF BEDDING ELEVATION, UNLESS OTHERWISE SPECIFIED.

- STEP 5 1 LAY PIPE ON APPROPRIATE BEDDING. SEE STEP 6D FOR METAL PIPE ARCH AND METAL PLATE PIPE ARCH.

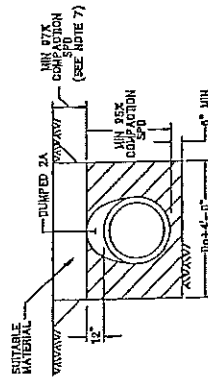


STEP 6: FOR CONCRETE PIPE, SEE STEP 6A.
FOR METAL PIPE AND METAL PLATE PIPE, SEE STEP 6B.
FOR THERMOPLASTIC PIPE, SEE STEP 6C.
FOR METAL PIPE ARCH AND METAL
PLATE PIPE ARCH, SEE STEP 6D.

- **SUITABLE MATERIAL**
- **MATERIAL CONTAINING NO DEBRIS, ORGANIC MATTER, FROZEN MATERIAL, OR LARGE STONES WITH A DIAMETER GREATER THAN ONE-HALF THE THICKNESS OF THE COMPACTED LAYERS BEING PLACED.**

100 deals

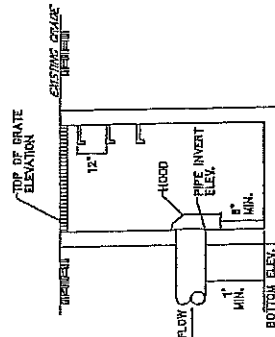
PLACE 2A COARSE AGGREGATE MATERIAL IN LIFTS 4" THICK, ADVANCE TO THE LOWER HAUNCHES TO A HEIGHT OF 12" ABOVE TOP OF PIPE. COMPACT TO 95% STD. TEST THE BACKFILL MATERIAL AND CONTINUE EMBANKMENT IN ACCORDANCE WITH PUBLICATION 408, SECTION 600.



INLET BOX WITH TYPE C FRAME

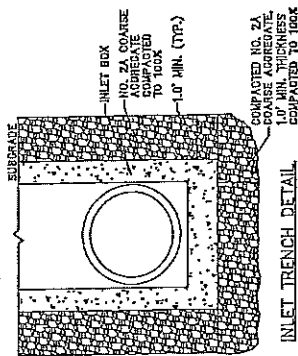
RC-45M RC-40M
JUNE 1, 2010 JUNE 1, 2010

NOTES:
1. FOR ADDITIONAL NOTES SEE NC-40H, SHEETS 1-3
2. STANDARD INLET BOXES SHOWN, PROVIDE RP SLABS FOR OTHER INLET BOX TYPES.
3. PROVIDE GRADE ADJUSTMENT RINGS WHEN REQUIRED. SEE NC-45H FOR DETAILS.



INLET TRAP DETAIL
NOT TO SCALE

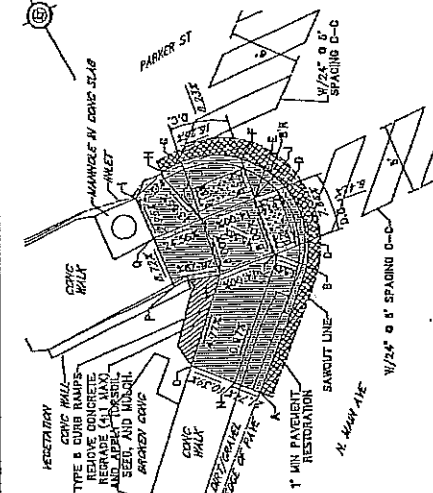
- NOTE:**
1. HOOD SHALL BE NEEHAM FOUNDRY DATCH BASIN TRAP MODEL N-3701, OR APPROVED EQUAL
 2. INSTALL HOOD AS PER MANUFACTURER'S RECOMMENDATIONS.



INLET TRENCH DETAIL
NOT TO SCALE

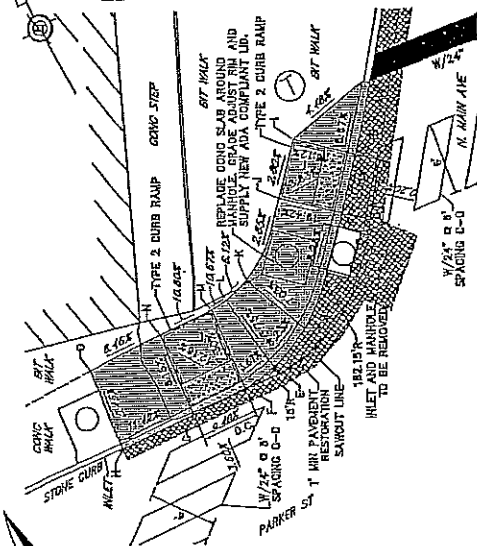
- NOTE: ALL 2A COARSE AGGREGATE BOTH UNDER AND AROUND THE INLET BOX SHALL BE COMPACTED TO 100%.

SPOTS	DISTANCE
A - A	11.39'
B - B	2.30'
B - C	2.00'
B - K	2.83'
C - D	6.08'
C - K	2.42'
D - E	2.24'
D - F	1.57'
E - F	2.24'
E - G	2.81'
F - G	0.35'
G - H	3.52'
G - I	2.00'
G - L	6.12'
H - L	3.29'
I - L	6.41'
J - Q	3.73'
J - K	5.00'
J - L	5.00'
K - L	7.07'
K - M	5.05'
K - N	11.35'
L - L	5.00'
L - Q	4.52'
M - Q	7.97'
M - P	4.15'
N - Q	5.14'
P - Q	4.47'

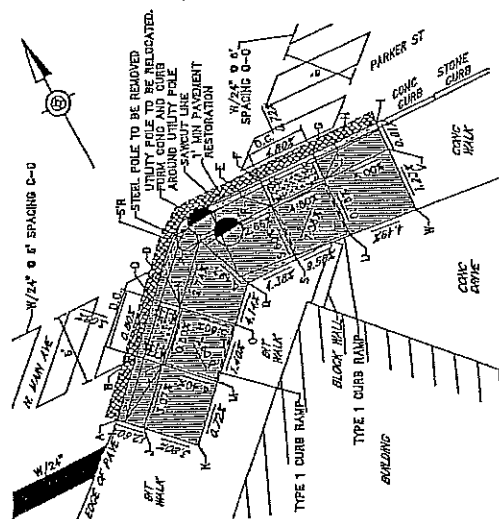


MAIN AVE & PARKER ST CURB RAMP
SOUTHWEST CORNER

SPOT	ESTD CLK	TRIP CLK	TO	SPOTS	ESTD	TRIP
A	727.02	727.02	BD	A -	8.00	
		720.95	BD	A -	8.55	
B	722.36	720.95	TD	B -	8.00	
		726.85	9C	B -	8.55	
C	723.62	726.85	BD	C -	7.55	
		726.90	BD	C -	8.05	
D	727.46	727.64	TD	D -	5.55	
		727.14	EC	D -	6.10	
E	727.68	727.93	TD	E -	6.40	
		727.55	EC	E -	6.95	
F	727.83	727.87	AD	F -	5.00	
		728.34	AD	F -	5.60	
G	728.14	728.34	EC	G -	7.55	
		728.12	EC	G -	8.00	
H	728.25	728.12	BD	H -	6.55	
		727.71	BD	H -	7.10	
I	727.50	727.71	TD	I -	7.10	
J	727.68	727.65	TD	J -	5.00	
		728.09	TD	J -	5.55	
K	728.09	728.09	EC	K -	7.57	
L	728.24	728.24	TD	L -	2.45	
M	728.40	728.40	TD	M -	1.50	
N	728.54	728.54	TD	N -	1.50	
O	728.69	728.69	TD	O -	1.50	

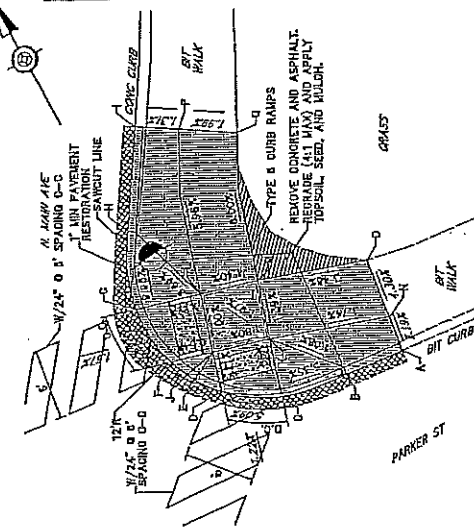


MAIN AVE & PARKER ST CURB RAMP
NORTHWEST CORNER

[illegible]

MAIN AVE & PARKER ST CURB RAMP
SOUTHEAST CORNER.

SPLIT	EXIST ALLEY	PROP FLEV	TO/FET
A	725.57	725.55	AC
	725.57	725.55	AC
B	725.57	725.55	AC
	725.57	725.55	AC
C	725.57	725.55	AC
	725.57	725.55	AC
D	725.57	725.55	AC
	725.57	725.55	AC
E	725.57	725.55	AC
	725.57	725.55	AC
F	725.57	725.55	AC
	725.57	725.55	AC
G	725.57	725.55	AC
	725.57	725.55	AC
H	725.57	725.55	AC
	725.57	725.55	AC
I	725.57	725.55	AC
	725.57	725.55	AC
J	725.57	725.55	AC
	725.57	725.55	AC
K	725.57	725.55	AC
	725.57	725.55	AC
L	725.57	725.55	AC
	725.57	725.55	AC
M	725.57	725.55	AC
	725.57	725.55	AC
N	725.57	725.55	AC
	725.57	725.55	AC
O	725.57	725.55	AC
	725.57	725.55	AC







MAIN AVE & PARKER ST CURB RAMP
NORTHEAST CORNER

[illegible]

MEMBER	NAME	ADDRESS	PHONE
1	JOHN	1234	5678
2	JANE	1234	5678
3	JOHN	1234	5678
4	JANE	1234	5678
5	JOHN	1234	5678
6	JANE	1234	5678
7	JOHN	1234	5678
8	JANE	1234	5678
9	JOHN	1234	5678
10	JANE	1234	5678

A horizontal scale bar with a black background and white markings. The word "SCALE" is written vertically in white capital letters to the left of the bar. The bar has three white tick marks labeled "0", "5", and "10 FEET" from left to right.

LEGEND

	LEVELING AREA 4"x4" (MIN.) (WHERE REQUIRED)
	DETECTABLE WARNING SURFACE
	PROPOSED LIMITS OF CURB RAMP SAWNOT LINE
	DEPRESSED CURB

D.C.

[illegible]

TRAFFIC SIGNAL SUPPORTS

SECTION	QUANTITY	DATE	BY
1-1	1		
2-1	1		
3-1	1		
4-1	1		
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100-1	1		

STRUCTURE NUMBER	ITEM NUMBER	DESCRIPTION	QUANTITY	ROUTE	STATION	SLOPE	WEST ARM										STRAIN POLE										PEDESTAL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
							H	K	SIGNAL LOCATION					ARM 'A'					SIGN LOCATION	W	H	DESIGN TENSION	SHAFT STRUCTURE TO SHAFT	SIGNAL LOCATION					SIGN LOCATION					ARM 'C'	Z	H	M	N																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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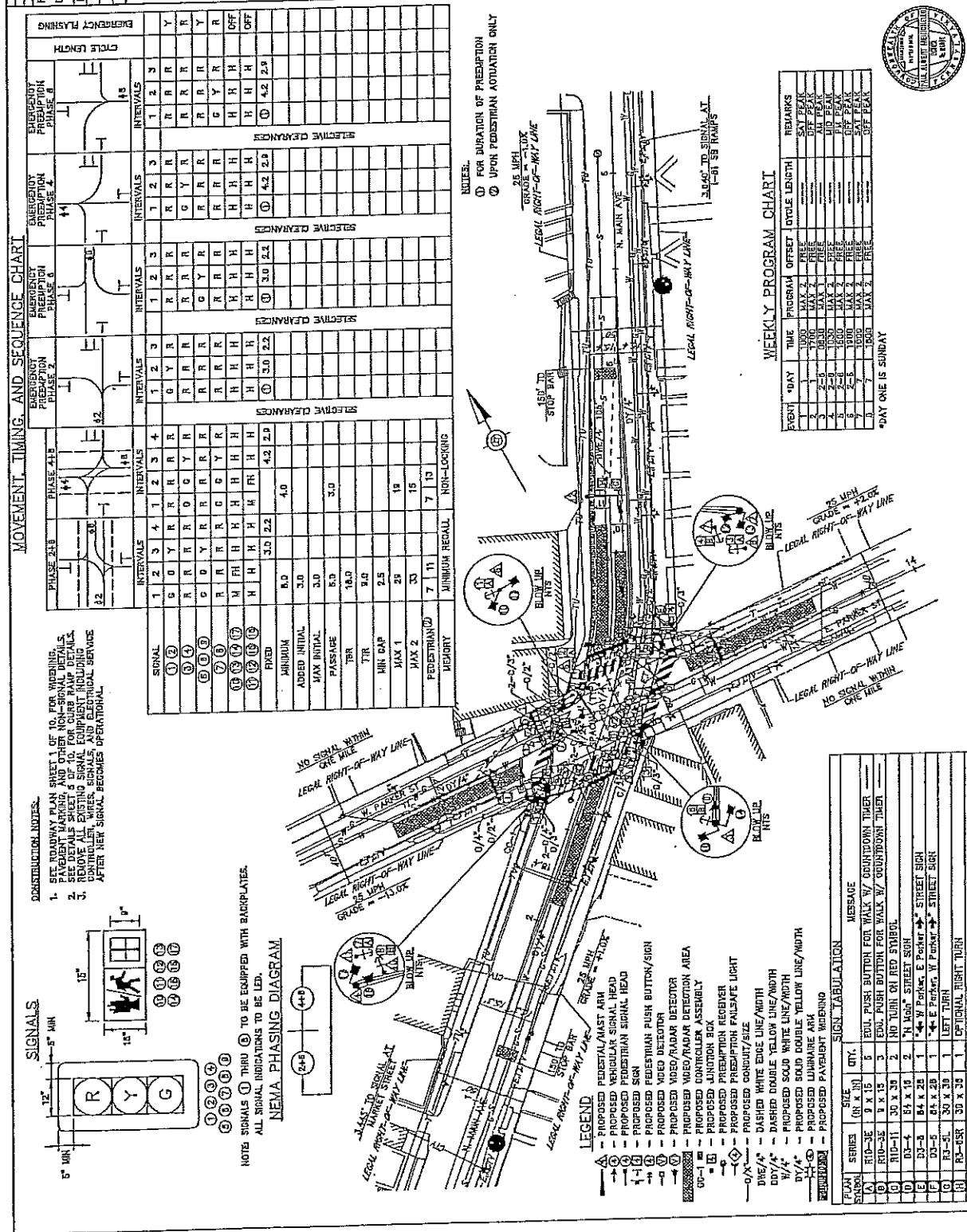
① PRECISION PULSAR LIGHT
② VIDEO/ANAL DETECTOR

PAVEMENT MARKINGS

ITEM NUMBER	QUANTITY	UNIT	DESCRIPTION	REMARKS
0350-0001	34	LF	4" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	DASHED WHITE
0350-0002	871	LF	4" YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS	CENTER LINES
0350-0005	80	LF	8" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LANE LINE
0350-0021	322	LF	24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	STOP BARS & CROSS WALKS
0350-0024	2	EACH	WHITE HOT THERMOPLASTIC LEGEND "LEFT ARROW", 12" X 3" X 6"	SOUTHERND APPROACH

SIGN TABULATION

ITEM NUMBER	QUANTITY EACH	DESCRIPTION	AREA EACH (SQ)	SIZE (INCH)	SERIES	UNIT	POST MOUNTED SIGNS	POST MOUNTED SIGNS	ITEM NUMBER
0310-01	30438	NO TURN ON RED	7.50				15.00		0310-01
0310-02	5418	"N. Main" STREET SIGN	8.00				12.00		0310-02
0310-03	30438	"W. Park" STREET SIGN	10.33				10.33		0310-03
0310-04	30438	"E. Park" STREET SIGN	10.33				10.33		0310-04
0310-05	30438	"S. Main" STREET SIGN	10.33				7.50		0310-05
0310-06	30438	LEFT TURN	7.50				7.50		0310-06
0310-07	30438	OPTIONAL RIGHT TURN	7.50				10.00		0310-07
0310-08	24180	STOP HERE ON RED (LEFT ARROW)	5.00						0310-08
0310-09	24180	TOTAL					10.00	174.57	0310-09



PROJECT NO.	45332	SHEET	3	OF	3
DATE ISSUED	9-29-2013	DATE REVISED			
DATE REVISED		REMARKS			
INITIALS					

EMERGENCY VEHICLE PRE-EMPTION NOTES

CONTRACTOR TO BE EQUIPPED WITH EMERGENCY PREEMPTION FOR ALL APPROACHES WITH A FAIL SAFE DEVICE FOR EACH DIRECTION OF OPERATION.

THIS FAIL SAFE DEVICE SHALL CONSIST OF A FLASHING WHITE FLOOD LIGHT AND SHALL BE LOCATED AT THE INTERSECTION OF THE APPROACH AND THE INTERSECTION FOR THE APPROACH.

THE SIGNALS WHEN ACTIVATED BY EMERGENCY VEHICLE SHALL TERMINATE ALL GREEN INDICATIONS EXCEPT THE GREEN INDICATIONS FOR THE FRAME OPERATING IN THE APPROACHING DIRECTION. THE GREEN INDICATIONS SHALL BE EXTENDED FOR THE DURATION OF THE PREEMPTION PHASE. THE GREEN INDICATIONS FOR THE OTHER PHASES SHALL BE EXTENDED FOR THE DURATION OF THE PREEMPTION PHASE.

THE SIGNALS WHEN ACTIVATED BY EMERGENCY VEHICLE SHALL TIME OUT ALL YELLOW AND RED INDICATIONS FOR THE FRAME OPERATING IN THE APPROACHING DIRECTION. THE SIGNALS SHALL REMAIN FLASHING.

IF SIGNALS HAVE BEEN ACTIVATED BY PEDESTRIAN PUSHBUTTON AND THE SIGNAL IS FLASHING, THE PEDESTRIAN SHALL BE SPAT BETWEEN RED WALK AND RED WALK CLEAR. THE PEDESTRIAN SHALL BE SPAT BETWEEN RED WALK AND RED WALK CLEAR. THE PEDESTRIAN SHALL BE SPAT BETWEEN RED WALK AND RED WALK CLEAR.

FOR WIRELESS PREEMPTION, THE GREEN INTERVAL SHALL EQUAL THE LENGTH OF THE PREEMPTION DURATION PLUS 5 SECONDS.

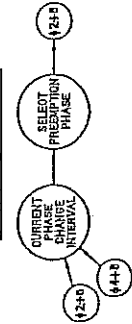
IF THE SIGNALS WHEN ACTIVATED BY AN EMERGENCY VEHICLE ARE FLASHING, ALL SIGNALS SHALL REMAIN FLASHING.

UPON COMPLETION OF THE PREEMPTION PHASE 2, 4, 8 OR 8 IN RETURNING TO NORMAL OPERATION, PHASE 2+3 INTERVAL 1 SHALL FOLLOW.

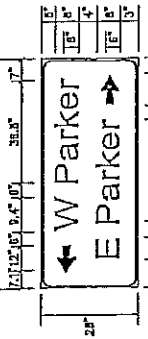
IN EMERGENCY PREEMPTION NO PRIORITY SHALL BE ESTABLISHED. PREEMPTION SHALL BE A "FIRST COME, FIRST SERVED" OPERATION.

WIRELESS PREEMPTION SHALL BE PROVIDED FOR ALL APPROACHES OF THE INTERSECTION. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING THE RECEIVING DEVICES IN ORDER TO ACHIEVE PROPER OPERATION ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS. MOST CONDUITS ARE ADEQUATE SIZE TO HANDLE THE ADDITIONAL PREEMPTION DEVICES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE DIMENSIONS.

EMERGENCY PREEMPTION PHASING DIAGRAM



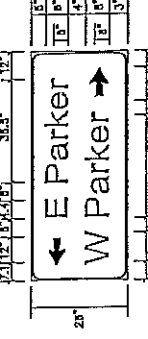
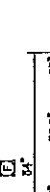
COUNTY	LACKAWANNA
MUNICIPALITY	SCRANTON CITY
INTERSECTION	NORTH MAIN AVENUE & PARKER STREET
REVIEWED	
MUNICIPAL OFFICIAL	
DATE	
RECOMMENDED	
DISTRICT TRAFFIC ENGINEER	
DATE	
SCALE	0 25 50 100



25" RADIUS, 0.8" BORDER, WHITE ON GREEN
STANDARD ARROW CUSTOM, 12.0"x8.0", 180°

TABLE OF DISTANCES BETWEEN LETTER AND OBJECT LEFTS

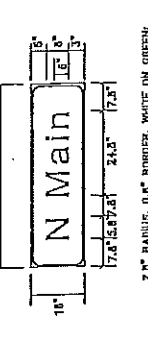
Letter	Object Left	Distance
W	P	12.0
E	P	12.0
P	W	12.0
P	E	12.0



25" RADIUS, 0.8" BORDER, WHITE ON GREEN
STANDARD ARROW CUSTOM, 12.0"x8.0", 180°

TABLE OF DISTANCES BETWEEN LETTER AND OBJECT LEFTS

Letter	Object Left	Distance
E	P	12.0
W	P	12.0
P	E	12.0
P	W	12.0



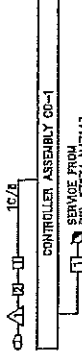
25" RADIUS, 0.8" BORDER, WHITE ON GREEN
STANDARD ARROW CUSTOM, 12.0"x8.0", 180°

TABLE OF DISTANCES BETWEEN LETTER AND OBJECT LEFTS

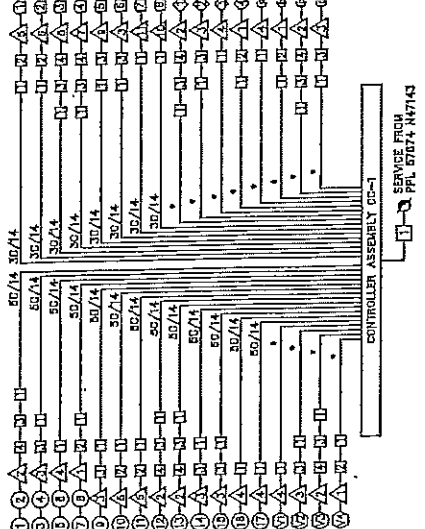
Letter	Object Left	Distance
N	M	12.0
M	N	12.0

OVERHEAD SIGNS

NOT TO SCALE



LUMINAIRE WIRING DIAGRAM



WIRING DIAGRAM

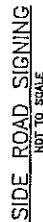
- ① - JUNCTION BOX
- ② - PEDESTAL/MAST ARM
- ③ - VERTICAL SIGNAL HEAD
- ④ - LUMINAIRE
- ⑤ - PEDESTRIAN PUSH BUTTON
- ⑥ - VIDEO/RADAR DETECTOR
- ⑦ - EMERGENCY PRE-EMPTION FAULTSAFE LIGHT
- ⑧ - EMERGENCY PRE-EMPTION RECEIVER
- ⑨ - DABLE (NO. OF CONDUCTORS/SIZE AWG.)
- * - PER MANUFACTURER'S SPECIFICATIONS

DURING NON-WORK HOURS BOTH LANES SHALL BE OPEN TO ACCOMMODATE TWO-WAY TRAFFIC. COORDINATE WORK ZONE SIGNING AND OPERATIONS WITH OTHER PROJECTS IN THE AREA.

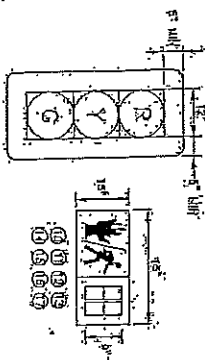
NOT TO SCALE

FOOTNOTES:

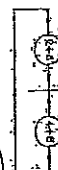
1. INSTALL LOW SHOULDER SIGNS AT INTERVALS NOT TO EXCEED 1/2 MILE THROUGHOUT THE DROPOFF CONDITION.
2. USE CHANNELIZING DEVICES THROUGHOUT THE DROPOFF CONDITION.
3. NO CHANNELIZING DEVICES ARE NEEDED IF THE DROPOFF IS:
 - OUTSIDE RIGHT-OF-WAY, OR
 - BEHIND GUARDRAIL, BARRIER, OR CURB; OR
 - GREATER THAN 16 FEET FROM THE EDGE OF ROADWAY



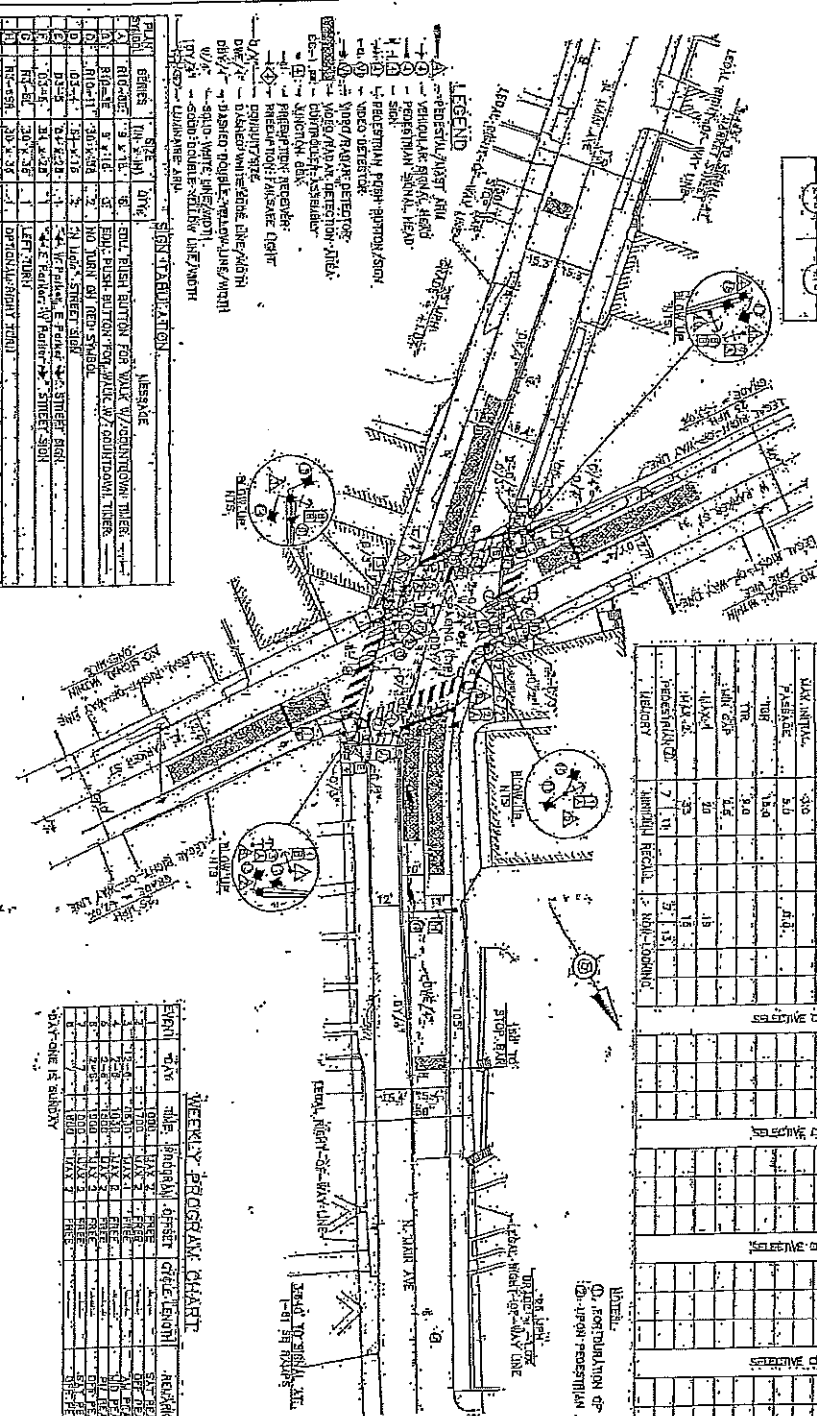
NOV 1964	FILE	ACQUISITION	DATE	APPROVED
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NEMAJ PHASING: DIGHAAM

[illegible]

History

④. FORMULATION OF PRELIMINARY ⑤. UPON RECEIPT OF AN APPLICATION

WEEKLY PROGRAM CHART

LINE	DATE	DESCRIPTION	AMOUNT	BALANCE
1	10/1	OPENING BALANCE		100.00
2	10/5	PAYROLL	25.00	75.00
3	10/10	RECEIVED	50.00	125.00
4	10/15	PAYROLL	25.00	100.00
5	10/20	RECEIVED	75.00	175.00
6	10/25	PAYROLL	25.00	150.00
7	10/30	RECEIVED	100.00	250.00
8	11/5	PAYROLL	25.00	225.00
9	11/10	RECEIVED	125.00	350.00
10	11/15	PAYROLL	25.00	325.00
11	11/20	RECEIVED	150.00	475.00
12	11/25	PAYROLL	25.00	450.00
13	11/30	RECEIVED	175.00	625.00
14	12/5	PAYROLL	25.00	600.00
15	12/10	RECEIVED	200.00	800.00
16	12/15	PAYROLL	25.00	775.00
17	12/20	RECEIVED	225.00	1000.00
18	12/25	PAYROLL	25.00	975.00
19	12/30	RECEIVED	250.00	1225.00
20	1/5	PAYROLL	25.00	1200.00
21	1/10	RECEIVED	275.00	1475.00
22	1/15	PAYROLL	25.00	1450.00
23	1/20	RECEIVED	300.00	1750.00
24	1/25	PAYROLL	25.00	1725.00
25	1/30	RECEIVED	325.00	2050.00
26	2/5	PAYROLL	25.00	2025.00
27	2/10	RECEIVED	350.00	2375.00
28	2/15	PAYROLL	25.00	2350.00
29	2/20	RECEIVED	375.00	2725.00
30	2/25	PAYROLL	25.00	2700.00
31	2/28	RECEIVED	400.00	3100.00
32	3/5	PAYROLL	25.00	3075.00
33	3/10	RECEIVED	425.00	3500.00
34	3/15	PAYROLL	25.00	3475.00
35	3/20	RECEIVED	450.00	3925.00
36	3/25	PAYROLL	25.00	3900.00
37	3/30	RECEIVED	475.00	4375.00
38	4/5	PAYROLL	25.00	4350.00
39	4/10	RECEIVED	500.00	4850.00
40	4/15	PAYROLL	25.00	4825.00
41	4/20	RECEIVED	525.00	5350.00
42	4/25	PAYROLL	25.00	5325.00
43	4/30	RECEIVED	550.00	5875.00
44	5/5	PAYROLL	25.00	5850.00
45	5/10	RECEIVED	575.00	6425.00
46	5/15	PAYROLL	25.00	6400.00
47	5/20	RECEIVED	600.00	7000.00
48	5/25	PAYROLL	25.00	6975.00
49	5/30	RECEIVED	625.00	7600.00
50	6/5	PAYROLL	25.00	7575.00
51	6/10	RECEIVED	650.00	8225.00
52	6/15	PAYROLL	25.00	8200.00
53	6/20	RECEIVED	675.00	8875.00
54	6/25	PAYROLL	25.00	8850.00
55	6/30	RECEIVED	700.00	9550.00
56	7/5	PAYROLL	25.00	9525.00
57	7/10	RECEIVED	725.00	10250.00
58	7/15	PAYROLL	25.00	10225.00
59	7/20	RECEIVED	750.00	10975.00
60	7/25	PAYROLL	25.00	10950.00
61	7/30	RECEIVED	775.00	11725.00
62	8/5	PAYROLL	25.00	11700.00
63	8/10	RECEIVED	800.00	12500.00
64	8/15	PAYROLL	25.00	12475.00
65	8/20	RECEIVED	825.00	13300.00
66	8/25	PAYROLL	25.00	13275.00
67	8/30	RECEIVED	850.00	14125.00
68	9/5	PAYROLL	25.00	14100.00
69	9/10	RECEIVED	875.00	14975.00
70	9/15	PAYROLL	25.00	14950.0

GENERAL NOTES

[illegible][illegible]

CITY OF SCRANTON

TRAFFIC SIGNAL REPLACEMENT AT NORTH MAIN AVENUE AND PARKER STREET
CITY OF SCRANTON, LACKAWANNA COUNTY, PA

BID FORM

NAME: Kuharchik Construction, Inc

ADDRESS: 420 Schooley Avenue

Exeter, PA 18643

PHONE #: (570)654-3391 FAX#: (570)602-7389

FEDERAL I.D. #: 23-1906573

PRINCIPALS: Rhoda Kuharchik, President

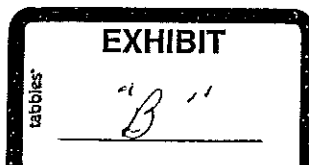
DATE: 12/5/2016

PROJECT: Traffic Signal Replacement at North Main Ave and Parker St

ENCLOSED IS: ☒ BID BOND, CERTIFIED CHECK, OR CASHIERS CHECK
AND
☒ WORKER'S COMPENSATION INSURANCE CERTIFICATE
AND
☒ PUBLIC LIABILITY INSURANCE CERTIFICATE

TOTAL: BASE BID \$ 324,842.00

Rhoda Kuharchik
SIGNATURE



ATTACHMENT 1
SCHEDULE OF PRICES
Traffic Signal Replacement at North Main Avenue and Parker Street
Overall Bid Form

Sheet 1 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0608-0001	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
4630-0010	PLAIN CEMENT CONCRETE CURB, INCLUDING REMOVAL OF EXISTING CURB	LF	151	\$ 184.00	\$ 27,784.00
0636-0001	BITUMINOUS CONCRETE CURB	LF	162	\$ 100.00	\$ 16,200.00
4676-0001	CEMENT CONCRETE SIDEWALK MODIFIED	SY	104	\$ 275.00	\$ 28,600.00
0695-0004	DETECTABLE WARNING SURFACE, POLYMER COMPOSITE	SF	80	\$ 55.70	\$ 4,456.00
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	LS	1	\$ 12,100.00	\$ 12,100.00
0910-2828	250-WATT HIGH PRESSURE SODIUM LUMINAIRE, ARM MOUNT	EACH	1	\$ 420.00	\$ 420.00
0931-0001	POST MOUNTED SIGNS, TYPE B	SF	10	\$ 38.00	\$ 380.00
0935-0001	POST MOUNTED SIGNS, TYPE F	SF	75	\$ 32.00	\$ 2,400.00
0951-0120	TRAFFIC SIGNAL SUPPORT, 20' MAST ARM	EACH	2	\$ 8,950.00	\$ 17,900.00
0951-0125	TRAFFIC SIGNAL SUPPORT, 25' MAST ARM	EACH	1	\$ 9,500.00	\$ 9,500.00
0951-0130	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM	EACH	1	\$ 11,300.00	\$ 11,300.00
0951-2115	TRAFFIC SIGNAL SUPPORT, 15' MAST ARM WITH LUMINAIRE ARM (30' MOUNTING HEIGHT)	EACH	1	\$ 9,300.00	\$ 9,300.00
0951-4014	TRAFFIC SIGNAL SUPPORT, 14' PEDESTAL	EACH	1	\$ 2,300.00	\$ 2,300.00
0951-4021	PEDESTRIAN STUD POLE, TYPE A	EACH	6	\$ 980.00	\$ 5,880.00
4952-1040	NEMA TS-2, TYPE 2 CONTROLLER ASSEMBLY, TYPE 1 MOUNTING	EACH	1	\$ 18,860.00	\$ 18,860.00
0954-0012	2 INCH CONDUIT	LF	86	\$ 4.00	\$ 344.00

ATTACHMENT 1
SCHEDULE OF PRICES
Traffic Signal Replacement at North Main Avenue and Parker Street
Overall Bid Form

Sheet 2 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0954-0013	3 INCH CONDUIT	LF	273	\$ 5.00	\$ 1,365.00
0954-0014	4 INCH CONDUIT	LF	83	\$ 7.00	\$ 581.00
0954-0151	TRENCH AND BACKFILL, TYPE I	LF	45	\$ 15.00	\$ 675.00
0954-0152	TRENCH AND BACKFILL, TYPE II	LF	205	\$ 58.00	\$ 11,890.00
0954-0153	TRENCH AND BACKFILL, TYPE III	LF	123	\$ 58.00	\$ 7,134.00
0954-0302	JUNCTION BOX, JB-27	EACH	4	\$ 500.00	\$ 2,000.00
0954-0403	ELECTRICAL SERVICE, TYPE C	EACH	1	\$ 1,890.00	\$ 1,890.00
0954-0600	UNINTERRUPTIBLE POWER SUPPLY (UPS)	EACH	1	\$ 4,950.00	\$ 4,950.00
0955-3208	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS	EACH	9	\$ 630.00	\$ 5,670.00
0955-3722	LED COUNTDOWN PEDESTRIAN SIGNAL HEAD, TYPE A	EACH	8	\$ 480.00	\$ 3,840.00
0956-0500	PEDESTRIAN PUSH BUTTON	EACH	8	\$ 388.00	\$ 3,104.00
4956-0700	VIDEO DETECTOR	EACH	1	\$ 14,130.00	\$ 14,130.00
4956-0771	RADAR DETECTION SYSTEM MODIFIED	EACH	1	\$ 15,836.00	\$ 15,836.00
4956-0801	OPTICAL PREEMPTION SYSTEM	EACH	1	\$ 7,000.00	\$ 7,000.00
0960-0002	4" YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	755	\$ 2.00	\$ 1,510.00
0960-0005	6" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	80	\$ 3.20	\$ 256.00
0960-0021	14" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	322	\$ 16.00	\$ 5,152.00

ATTACHMENT 1
 SCHEULE OF PRICES
 Traffic Signal Replacement at North Main Avenue and Parker Street
 Overall Bid Form

Sheet 3 of 3

ITEM NO.	DESCRIPTION	UNIT	EST QUANTITY	BID UNIT PRICE	BID PRICE
0960-0224	WHITE HOT THERMOPLASTIC LEGEND, "LEFT ARROW", 12'-0" X 3'-0"	EACH	2	\$ 200.00	\$ 400.00
9000-0001	PAVEMENT RESTORATION	SY	79	\$ 140.00	\$ 11,060.00
9000-0002	INLET REPLACEMENT COMPLETE AND IN PLACE INCLUDING MANHOLE	EACH	1	\$ 15,900.00	\$ 15,900.00
9000-0003	REMOVE STEEL POLE	EACH	1	\$ 400.00	\$ 400.00
9000-0004	RELOCATION AND REMOVAL OF EXISTING TRAFFIC SIGNAL SYSTEM	LS	1	\$ 6,500.00	\$ 6,500.00
9000-0005	SIGNAL AND LIGHTING CABLE, AS REQUIRED	LS	1	\$ 14,800.00	\$ 14,800.00
9000-0006	SCRANTON CITY POLICE ASSISTANCE	DOLLAR	3500	\$ 1.00	\$ 3,500.00
9676-0002	REINFORCED CEMENT CONCRETE SIDEWALK	SY	5	\$ 515.00	\$ 2,575.00
TOTAL OF BASE BID PRICES				\$ 324,842.00	

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned
Kuharchik Construction, Inc. as PRINCIPAL, and
Berkley Insurance Company

as SURETY are held and firmly bound unto City of Scranton, hereinafter called the "Local
Public Agency", in the penal sum of Ten Percent of Bid Amount
Dollars (\$ 10%) lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted
the accompany bid, dated December 5, 2016,
for Traffic Signal Replacement at North Main Avenue and Parker Street, Lackawanna County, City of
Scranton

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified
therein after the opening of the same, or, if no period be specified, within thirty (30) days
after the said opening, and shall within the period specified therefore, or if no period be
specified, with ten (10) days after the prescribed forms are presented to him for
signature, enter into a written Contract with the Owner in accordance with the Bid as
accepted, and give bond with good and sufficient surety or sureties, as may be required,
for the faithful performance and proper fulfillment of such Contract; or in the event of
the withdrawal of said Bid within the period specified, or in the failure to enter into such
Contract and give such bond within the time specified, if the Principal shall pay the Owner
may procure the required work or supplies or both, if the latter be in excess of the former,
then the above obligation shall be void and of no effect, otherwise to remain in full force
and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under
their several seals this 5th day of December 2016, the name and corporate seal
of each corporate party being hereto affixed and these presents signed by its undersigned
representative, pursuant to authority of its governing body.

INDIVIDUAL OR PARTNERSHIP PRINCIPALS

_____(SEAL)

_____(SEAL)

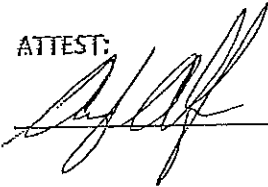
In the presence of:

_____(SEAL)

_____(SEAL)

CORPORATE PRINCIPAL

ATTEST:




Tammy Orehek, Witness
Countersigned

Kuharchik Construction, Inc.

Rhoda Kuharchik (SEAL)

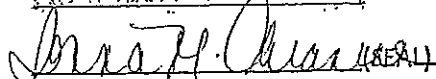
SURETY

ATTEST:




Tammy Orehek, Witness
Countersigned

Berkley Insurance Company


_____(SEAL)

Donna M. Chiancone, Attorney-in-Fact

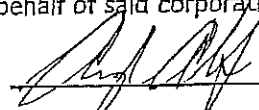
By:



Travis Shaffer
Attorney-in-Fact,
State of Pennsylvania

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ANGELO ALFANO, certify that I am the Secretary of the Corporation
named as Principal in the within bond; that
RHODA KUHARCHIK, who signed the said bond
on behalf of the Principal was then PRESIDENT of said Corporation; that I
know his signature, and his signature thereto is genuine; and that said bond was duly
signed, sealed and attested to for and in behalf of said corporation by authority of his
governing body.



Title: CONTROLLER

(CORPORATE SEAL)

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Berkley Insurance Company organized and existing under the laws of the State of DE and licensed to do business in the State of PA certifies and agrees, that if contract for Traffic Signal Replacement at North Main Avenue and Parker Street, Lackawanna County, City of Scranton

for City of Scranton

is awarded to Kuharchik Construction, Inc.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 5th day of December, 2016.

Berkley Insurance Company

By Donna M. Chiancone
Donna M. Chiancone, Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Donna M. Chiancone Conner Strong & Buckelew
Philadelphia, PA

Surety Bond No.: Bid Bond

Principal: Kuharchik Construction, Inc.

Obligee City of Scranton

Amount of Bond: See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:



RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

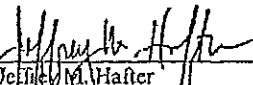
RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of January, 2013.

(Seal)  Attest:
By 
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By 
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)


COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of January, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN

NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

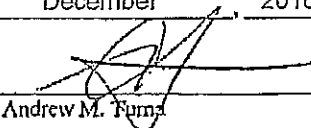

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 5th day of December, 2016.




Andrew M. Fuma

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2015

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 8,870,177
Common & Preferred Stocks	3,285,217
Cash & Short Term Investments	567,599
Premiums Receivable	1,396,912
Other Assets	<u>2,989,424</u>

Total Admitted Assets \$ 17,109,329

Liabilities & Surplus

Loss & LAE Reserves	\$ 8,753,797
Unearned Premium Reserves	2,503,622
Other Liabilities	<u>556,351</u>

Total Liabilities \$ 11,813,770

Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,818,041
Unassigned Surplus	<u>2,434,508</u>

Total Policyholders' Surplus \$ 5,295,559

Total Liabilities & Surplus \$ 17,109,329

Officers:

President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard

Directors:

William Robert Berkley,
(Chairman)
William Robert Berkley, Jr.
Eugene George Ballard
Paul James Hancock
Carol Josephine LaPunzina
Ira Seth Lederman
Carl Fred Madsen

BIDDER QUALIFICATION STATEMENT

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Kuharchik Construction, Inc
2. Permanent main office address. 420 Schooley Ave, Exeter, PA 18643
3. When organized. September 5, 1973
4. If a corporation, where incorporated. Pennsylvania
5. How many years have you been engaged in the contracting business under your present firm or trade name? 43 years
6. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.) see attached
7. General character of work performed by your company. see attached
8. Have you ever failed to complete any work awarded to you?
If so, where and why? no
9. Have you ever defaulted on a contract?
If so, where and why? no
10. List all projects worked on in the past five (5) years and list the more important projects recently completed by your company, stating the approximate cost for each, and the month and the year completed. see attached
11. List all litigation, mediation, arbitration and any other similar dispute resolution proceedings you have been involved in with a project owner in the past seven (7) years. none
12. List the top ten (10) projects you have been involved within the past seven (7) years in which you have made claims, made requests for extra compensation, made requests for additional compensation and/or similar claims/requests. Provide a list of the claims/requests including a description, a dollar amount and the original contract price for the project. The ranking of the top ten (10) projects shall be based on the dollar amount of the claims/requests. none
13. List your major equipment available for this contract. see attached
14. Experience in construction work similar in importance to this project. see attached

15. Background and experience of the principal members of your organization, including the officers.
16. Credit available: \$ 2,500,000.00
17. Give Bank
Reference: see attached
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? yes
19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Bidder Qualification Statement.

Dated this _____ day of _____, 20____.

BIDDER

Kuharchik Construction, Inc

By: Rhoda Kuharchik

Title: Rhoda Kuharchik, President

Notary: Do you solemnly swear that the statements contained in this document, including attachments, are true to the best of your knowledge and belief?

Bidder: I do.

Commonwealth of Pennsylvania)
)SS:
County of LUZERNE)

Before me the subscriber personally appeared Rhoda Kuharchik, to me known, who being duly sworn according to law, doth depose and say that the statements contained in this document, including attachments, are true to the best of their knowledge and belief and further deponent sayeth not.

Sworn and subscribed before me this 1st day of December, 2016.

[Signature]

NOTARY PUBLIC

SEAL

My Commission Expires Jan 10 2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JEAN TALAMELLI
Notary Public
WINGSTON BORO, LUZERNE COUNTY
My Commission Expires Jan 10 2017

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of Pennsylvania)

County of Luzerne)

Rhoda Kuharchik being first duly sworn, deposes and says that:

(1) He is president
(owner, partner, officer, representative or agent)
of the Bidder that has submitted the attached 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 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 prices or the Bid price of any Bidder, or to
secure through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the Owner 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.

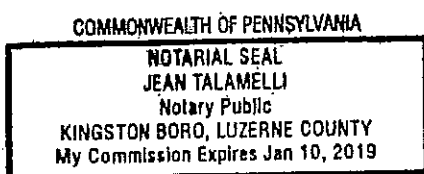
(Signed) Rhoda Kuharchik
president
(Title)

Subscribed and sworn to before me

this 1st day of December, 2016

Jean Talamelli
(Title)

My commission expires 1/10/19



AFFIRMATIVE ACTION CERTIFICATION

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

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.

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. 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.

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;² such factor shall be considered in mitigation in determining appropriate sanctions.

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

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.

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

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

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 12/5/2016

Kuharchik Construction, Inc
(Name of Bidder)

By Rhoda Kuharchik

Title Rhoda Kuharchik, President

CERTIFICATION 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 will 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 this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit 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 certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts 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 Dec. 5, 2016

Kuharchik Construction, Inc

(Name of Bidder)

Official Address
(including ZIP CODE):

By Alfreda Kuharchik

420 Schooley Avenue

President

(Title)

Exeter, PA 18643

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

BIDDER Kuharchik Construction, Inc

ADDRESS 420 Schooley Avenue

CITY, STATE, ZIP CODE Exeter, PA 18643

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☒ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ Yes ☐ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☒ Yes ☐ No ☐ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

NAME Rhoda Kuharchik

TITLE President

SIGNATURE *Rhoda Kuharchik*

DATE 12/5/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2016

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

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

PRODUCER
E. K. McConkey & Co.
2555 Kingston Road, Suite 100
York PA 17402

CONTACT NAME: Cathy Berger
PHONE (A/C, No, Ext): 717-755-9266 FAX (A/C, No): 717-755-9237
E-MAIL: cberger@ekmccconkey.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American		16535
INSURER B : Continental Casualty		20443
INSURER C : Travelers Insurance Co		39357
INSURER D :		
INSURER E :		
INSURER F :		

INSURED KUHAR-1

Kuharchik Construction Inc.
Kuharchik Equipment Inc.
420 Schooley Ave.
Exeter PA 18643-1153

COVERAGES

CERTIFICATE NUMBER: 1799388543

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO021339400	3/1/2016	3/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP021339500	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		L6024009622	3/1/2016	3/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC021339300	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Equipment Floater Installation Floater		QT660540M924TIL16	7/2/2016	3/1/2018	Leased/Rented \$75,000 Owned Equip \$847,054 Jobsite limit \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Scranton Licensing, Inspections & Permits. City
Hall 4th Floor
340 N. Washington Ave.
Scranton PA 18503

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BID ADDENDUM NO. 1

November 22, 2016

To All Prospective Bidders For:

REPLACEMENT OF TRAFFIC SIGNAL AT NORTH MAIN AVENUE AND PARKER STREET CITY OF SCRANTON

Final Time and Date for Receipt of Bids:
10:00 AM, on DECEMBER 5, 2016, (unchanged)

In conformity with the requirements of SECTION 2 – INTERPRETATIONS OF ADDENDA of the Instructions to Bidders, this Bid Addendum shall be attached to and become part of the Bidding Documents.

The following items for the above referenced project are intended to clarify, correct or change the Bidding Documents:

The attention of all prospective Bidders is directed to the following changes in the Bidding Documents:

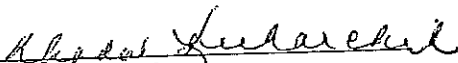
- Item 1.1** Contract Times: The Project shall be substantially complete within 150 days of the issued Notice to Proceed. Final completion shall be 15 days after substantial completion.
- Item 1.2** Instructions to Bidders: Please use the attached first sheet for the Instructions To Bidders and disregard the sheet provided with the bid package. The revisions are as follows:
- Item No. 1. Use of Separate Bid Forms:
- Remove "d. Bid Proposal"
 - For "e. Statement of Bidder's Qualifications", use the form included with this Bid Addendum. Bidders must provide evidence of PENNDOT Prequalification.
- Item 1.3** Special Provisions: Revise ITEM 4956-0700 as follows:
- Measurement and Payment** – Revise to read "Each. Price includes all required video cameras, cable, controller interface, video monitor for setting up detection zones, mounting hardware, and all software for complete installation of the entire video detection system for all intersection approaches as shown on the Contract Drawings."

Item 1.3 Special Provisions: Revise ITEM 4956-0771 as follows:

Measurement and Payment – Revise to read “Each. Complete and operational. Includes all radar detectors for intersection approaches and indicated on Contract Drawings, cable, communication interface, interface, radar detectors for setting up detection zone(s), mounting hardware and all software for complete installation.”

END OF BID ADDENDUM NO. 1

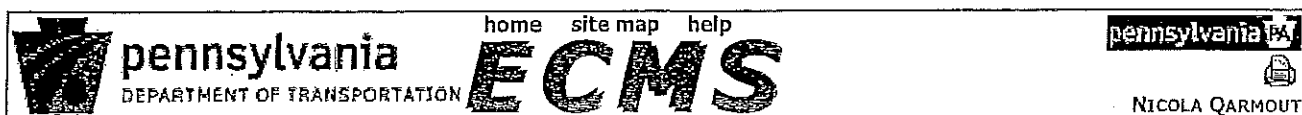
RECEIPT


Signature

Kuharchik Construction, Inc

Company

Please sign and fax this page to (570) 654-6880 upon receipt of this Bid Addendum.

**CONTRACTOR PREQUALIFIED****Kuharchik Construction, Inc. - 000720****Qualified****General**

Address: 420 Schooley Avenue
Exeter, PA 18643

Telephone: (570) 654-3391

Fax: (570) 602-7389

Email: estimating@kuharchik.com

Subsidiary of:

Detail

Type: Prime Contractor	GHC: No		
New to PennDOT: No	Certification Type:	SBE:	VOSB:
DBE Cert: Not Certified	SBE Cert:	DB:	
Certificate: <u>06/30/2018</u>			
Performance Factor: 8			

Financial

Adj Working Capital: \$1,345,870.00	Current Dept Work: \$18,442,512.98
Line-of-Credit: <u>\$2,875,000.00</u>	Other Work: \$0.00
Book Value \$701,022.00	Work Subcontracted: \$0.00
Equipment:	Subcontractor Work: \$0.00
Maximum Capacity: \$25,071,048.00	Completed Dept \$70,394,389.42
Available Capacity: \$6,628,535.02	Work:

Work Class Codes

Status	Code	Description	Group	Type	Effective
Approved	C3	Geotextiles	Incidental Construction	Regular	11/07/2002
	C6	Drilling	Earthwork	Regular	09/15/2004
	F2	Bituminous Joint and Crack Sealing	Pavement	Regular	09/15/2004
	G3	Spall Repair	Pavement	Regular	09/15/2004
	G4	Joint Rehabilitation, Sawing and Sealing Concrete or Bituminous	Pavement	Regular	11/07/2002
	H1	Pipe and Culvert Cleaning	Incidental Construction	Regular	11/07/2002
	K1	Masonry Work	Incidental Construction	Regular	01/09/2003
	K2	Concrete and Masonry Coatings	Incidental Construction	Regular	01/09/2003
	M2	Silt Barrier Fence, Gabions, Erosion Control	Roadside	Regular	11/07/2002
			Traffic		

O2	Plastic Applications	Accommodations & Control	Regular	11/07/2002
P	Highway/Sign Lighting, Traffic Signal Control	Traffic Accommodations & Control	Regular	08/27/2002
P1	CCTV, RWIS, Automated Anti Deicing Systems	Traffic Accommodations & Control	Regular	08/27/2002
P2	Highway Advisory Radio Systems (HAR)	Traffic Accommodations & Control	Regular	08/27/2002
P3	Dynamic Message Signs (DMS)	Traffic Accommodations & Control	Regular	11/08/2002
P4	Integrated Communication Systems	Traffic Accommodations & Control	Regular	08/27/2002
P8	Highway/Sign Lighting, Electrical	Traffic Accommodations & Control	Regular	11/07/2002
Q	Maintenance and Protection of Traffic	Traffic Accommodations & Control	Regular	08/27/2002
R	Sign Placement [Post/Structure Mounted]	Traffic Accommodations & Control	Regular	08/27/2002
R1	Sign Structures (Refer to Pub. 408, Section 948)	Traffic Accommodations & Control	Regular	08/27/2002
S0	Marine Repair	Structures (Bridges)	Regular	08/12/2004
S1	Cement Concrete Bridges up to 120 ft. and Steel Bridges with Straight Girders up to 120 ft.	Structures (Bridges)	Regular	08/27/2002
S2	Repair and Rehabilitation of Structures Concrete or Steel	Structures (Bridges)	Regular	08/27/2002
S4	Bridge Culverts, Pedestrian Bridges, Timber Bridges	Structures (Bridges)	Regular	01/09/2003
S5	Structural Walls	Structures (Bridges)	Regular	01/09/2003
S6	Erection of Prestressed Concrete Beams	Structures (Bridges)	Regular	01/09/2003
S7	Rebar Installation	Structures (Bridges)	Regular	01/09/2003
S9	Bridge Deck Placement or Repair	Structures (Bridges)	Regular	01/09/2003
T4	Welding	Structures (Bridges)	Regular	01/09/2003
T5	Bearing Pads and Seals	Structures (Bridges)	Regular	01/09/2003
T6	Expansion Dams	Structures (Bridges)	Regular	01/09/2003
T7	Bridge Drainage	Structures (Bridges)	Regular	01/09/2003
T8	Shear Studs, Metal Bridge Deck Forms	Structures (Bridges)	Regular	01/09/2003
		Structures		

	T9	Parapets	(Bridges)	Regular	01/09/2003
	U	Pile Driving	Structures (Bridges)	Regular	08/27/2002
	U1	Caissons (Refer to Pub. 408, Section 1006.3(k))	Structures (Bridges)	Regular	01/09/2003
Removed	Q1	Flagging	Traffic Accommodations & Control	Regular	06/28/2007
	Y	Y(PAVEMENT MEMBRANE, GEO TEXTILES, SILT BARRIER FENCE, PIPE CLEANING, SAWING, SEAL)	Miscellaneous	Regular	11/07/2002

NAICS Codes

Code	Description
No records found.	

Comments**Audit Information**

Created By	Created On	Modified By	Modified On
Fred Starasinic/PennDOT	08/27/2002 12:50:28 PM	Matthew R Weaver/PennDOT	04/19/2016 08:13:35 AM

You are currently logged in as Nicola Qarmout.

Release: 45.1
Session size: 0.1k

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Wed Nov 30 11:55:43 EST 2016
Official ECMS Date/Time

G-Groundman L-Laborer C-Commercial

*Prime

Federal-
Fed/State-
State-
Groundma-
Groundma-
Laborer

November-16

Job #	Code	ECMS #	County	SR (Section)	Municipality	Contractor	Description	Notes
*3420	L	93966	Dauphin	0 (ITS)	Harrisburg	PENNDOT 8-0	ITS Maintenance	Mike Matsko
*3446	L	96057	Montgomery	0 (VAR)	Upper Merion	PENNDOT 6-0	New/Revised Major Signing	Dennis Long
*3455	L	96433	Lehigh	District 5-0	Upper Macungie	PENNDOT 5-0	ITS Maintenance	Scott Barnak
*3476	L	97650	Centre	99 (ITS)	District 289	PENNDOT 2-0	IT SMaintenance	Mike Matsko
*3477	L	97676	Bucks	0 (00)	District 6-0	PENNDOT 6-0	IT SMaintenance	Mike Matsko
3485	G	79826	Philadelphia	I-95 Columbia-Ann Stn	Philadelphia	J.J. Anderson	Hwy Lighting/Signals/ITS Work	Dennis Long/Chip Hall - GR3
3490	L	-	Montgomery	476 MMA 25.67	Towamencin	Allen A. Myers	Signals / Lighting	Jack Burke - Lansdale
*3502	L	85456	Luzerne	29 (SMP)	Hanover Twp	PENNDOT 4-0	ITS Improvements	Matt Granteed/Scott Barnak
3518	G	80054	Philadelphia	676 (PAB)	Philadelphia	Buckley & Company	Temp Signals/Perm Signals	Dennis Long/Chip Hall
3521	L	79154	Monroe	2022 (038)	Stroud Twp	J.D. Eckman	Trench, Conduit & Loops	Mike Kuharchik
3523	L	96287	Dauphin	3009 (014)	Harrisburg	Handwerk Contractors	Safety Corridor Improvements	Brian Davis - Erie Ave
*3537	G	85419	Philadelphia	1004 (SIP)	Philadelphia	PennDOT 6-0	Traffic Signalization	Bob Marconi - Crossvalley
3546	G	87182	Luzerne	309 & 3017	Hazleton	Krieger Const	Highway Lighting	Mike Kuharchik
*3553	C	-	Luzerne	County Bridges	Various	Luz Co Road & Bridge	Con-Assy Phasing Modifications	Mike Kuharchik
3556	L	94895	Lehigh	0 (-)	Allentown	J.D. Eckman	Traffic Signalization	Mike Kuharchik
3557	G	75056	Fayette	40 (108)	Wharton Twp	Mountaineer Contractors	District Signal Upgrades	Mike Kuharchik - Matamoras
*3560	G	104444	Lackawanna	SR 6011 (SSI)	Dunmore	PennDOT 4-0	Highway Lighting Repair	Bob Maconi - Lehigh Valley
*3561	C	-	Pike	SR 6 & SR 507	Palmyra Twp	Palmyra Twp	Highway Lighting Repair	John Thome
*3562	L	106158	Lehigh	District 5-0	Allentown	PENNDOT 5-0	Adaptive Signal Control Systems	Jerry Coolbaugh
*3563	L	106081	Dauphin	District 8-0	Harrisburg	PENNDOT 8-0	Traffic Signalization	John Armone - Kings College
*3564	G	98286	York	30 (110)	W Manchester Twp	PennDOT 8-0	New/Revised Traffic Signals	Mike Kuharchik
3565	G	102609	Luzerne	8017 (370)	Jenkins Twp	PennDOT 8-0	Install Traffic Counting Sites	Mike Kuharchik
3566	C	-	Luzerne	Highland Park Blvd	Wilkes-Barre Twp	Latona Trucking	PM/Upgrade of Traffic Signals	Matt Granteed
*3567	G	104443	Lackawanna	11 (302)	Scranton	PENNDOT 4-0	Aerial Crossing for the Squirrels	Matt Granteed
*3568	G	106369	Cumberland	0 (-)	Pennsboro Twp	PENNDOT	Highway Ramp Modification	Mike Matsko
*3569	C	-	Luzerne	SR 11 Corridor	Plymouth	Plymouth Borough	Bridge Lighting	Mike Matsko
3570	C	-	Monroe	Ledy SE Expansion	Tobyhanna Twp	AECOM	Replace KVA Transformer	Mike Matsko
3571	C	-	Monroe	940 & 8021(Kalahari)	Tobyhanna	Popple Construction	WIM Installation w/out Camera	Mike Matsko
3572	C	88526	Clinton	220 (008)	Bald Eagle Twp	HRI, Inc.	Sensor Replacement	Mike Matsko
*3573	C	-	Luzerne	315 & Motorworld Drive	Wilkes-Barre	Motorworld Group	Traffic Signalization	Mike Matsko
3574	C	-	Bucks	California Road	Richland Twp	Primus Builders, Inc.	Install Virtual WIM System	Mike Matsko
3575	C	-	Tioga	49 Site# 410	Nelson Twp	IRD-PAT, Inc.	Traffic Signalization	Mike Matsko
3576	C	-	Northampton	I-78 MP 72.8	Williams Twp	IRD-PAT, Inc.	Replace Existing Mast Arm	Mike Matsko
3577	C	-	Franklin	I-81 MP 25.5	Shippensburg	IRD-PAT, Inc.	ARLE Signal Improvements	Mike Matsko
3578	L	102578	Monroe	115 (ARC)	Tobyhanna	PennDOT 8-0	Traffic Signalization	Mike Matsko
3579	C	-	Green	I-79 WIM	Whiteley	H&K Group	Replace Existing Mast Arm	Mike Matsko
3580	L	85842	Schuylkill	209 (028)	Branch Twp	PennDOT 8-0	ARLE Signal Improvements	Mike Matsko
*3581	G	89107	Lancaster	72 (045)	Manheim Twp	Manheim Borough	Traffic Signalization	Mike Matsko
*3582	C	-	Lancaster	72 & East High Street	Manheim	Canton Borough	Replace Existing Mast Arm	Mike Matsko
*3583	C	-	Bradford	14 & 0414	Canton	Leeward Construction	Temporary Signals	Mike Matsko
3584	C	11817	Monroe	611 (04S)	Pocono Twp	Krieger Construction	Temporary Signals	Mike Matsko
3585	L	67299	Luzerne	29 (350)	Jackson Twp	Fabor, Inc	Intersection Improvements	Mike Matsko
3586	L	89014	Pike	1003 (450)	Lackawanna	PENNDOT 6-0	Safety 2016 Dennis Long	Mike Matsko
*3587	G	104363	Montgomery	0 (SIP)	Upper Merion			

Kuharchik Construction, Inc.

General character of work performed by our firm:

Traffic Signalization

Intelligent Transportation Systems (ITS)

Street and Highway Lighting

Parking Lot Lighting

Bridge Lighting

High Voltage Construction

Electrical Control Systems

Commercial and Industrial
Electrical Construction

Substations

Jobs Completed

*Prime

Job #	ECMS #	County	SR (Section)	Municipality	Contractor	Description
3315	11796	Monroe	209 (007)	Middle Smithfield	Leeward Construction	
3334	5645	Columbia	80 (078)	Mifflin Twp	New Enterprise	Bridge Lighting
3346	11833	Monroe	209 (16B)	Smithfield	J.D. Eckman, Inc	Highway Lighting
3355	-	Monroe	Tobyhanna Depot	Tobyhanna	Tobyhanna Army Depot	Maintenance
3391	76134	Centre	3018 (N10) Whitehall Rd	College Twp	HRI, Inc.	Traffic Signalization
3401	75128	Lackawanna	81 (218)	Dickson City	HRI, Inc.	Temp Signals / CCTV
3402	11504	Lehigh	0 (WRD)	Allentown	J.D. Eckman, Inc	Temps Signals / Lighting
*3428	89187	Lancaster	30 (097)	Lampeter Twp	PENNDOT 8-0	Traffic Signalization
*3430	81877	Monroe	80 (PHA)	Tunkhannock	PENNDOT 5-0	CCTV / DMA / HAR
3436	-	Pike	209 & Bushkill Road	Del Water Gap	Lane Construction	Traffic Signals/MSG Signs
3441	93047	Columbia	11 (56E)	Bloomsburg	PENNDOT 3-0	Street Lighting Phase V
3443	-	Lancaster	462 Memorial Bridge	Columbia Boro	Borough of Columbia	Bridge Relighting Project
3447	95670	Lehigh	District 5-0	Allentown	PENNDOT 5-0	Lighting Rehabilitation
3448	75933	Schuylkill	81 ((11B)	Delano -McAdoo	Allen A Myers, Inc.	Hwy Lighting/Traffic Signals
3449	94915	Jefferson	80 (540)	Washington Twp	New Enterprise	Temporary Crossover Lighting
3453	-	Luzerne	309 & 0415	Dallas	Dallas Borough	Traffic Signal Improvements
3454	-	Luzerne	315	Dupont	Dupont Borough	Replace Pole Shaft
3456	8400	Lackawanna	11 (214) Birney Plaza	Moosic	Pikes Creek	Traffic Signalization
3457	91283	Luzerne	92 (F13)	West Pittston	Pikes Creek	Install Loop Sensor
3458	-	Bradford	Elmira St & Walmart Driveway	Sayre	Dimarco Constructors	Traffic Signalization
3461	-	York	24 & 74	Red Lion	Red Lion Borough	Traffic Signal Improvements
3462	96696	Jefferson	322 (572)	Brookville	PENNDOT 10-0	New & Revised Traffic Signals
3463	91100	Centre	53 (ST1)	Philipsburg	New Enterprise	Install Loop Sensor
3464	75088	Luzerne	81 (FY8)	Plains Twp	New Enterprise	Reset Traffic Signal Equipment
3465	-	Carbon	I-476 Mahoning Interchange	Franklin Twp	Pikes Creek	Highway Lighting
3466	77457	Chester	0 (WCS)	West Chester	Marino Corp	Sreetscape Lighting
3468	97212	Luzerne	1044 (0)	Dallas Twp	Pennsy Supply	Install Loop Sensor
3469	87955	Lycoming	220 (M17)	Porter Twp	HRI, Inc.	Install of Loop Sensor
3470	96315	Lycoming	180 (111)	Montoursville	HRI, Inc.	Temporary Traffic Signals
3472	-	Luzerne	11 & 8th Street	Wyoming	Wyoming Borough	Replace TSS
3473	-	Monroe	4013 Tobyhanna Depot	Tobyhanna	Turtle Associates	Relocat Lane Control Sign
3474	96396	Lackawanna	11 (0)	District 4-0	PENNDOT 4-0	Lighting Maintenance
3475	95450	Philadelphia	0 (WAS) Woodland Drive)	Philadelphia	PENNDOT 6-0	New & Revised Traffic Signals
3478	-	Luzerne	11 & E Main Street	Plymouth	Pople Construction	Parkin Lot Improvements
3479	47955	Luzerne	Old Navy & Lidy Street	Dupont	Latona Trucking	Elec Work for Pressure Reducto
3484	8359	Lackawanna	171 (270)	Fall Twp	Fabcor	Temporary Traffic Signals
*3486	-	Luzerne	Center Street	Freeland	Freeland Borough	Replace Period Style Pole
3494	94859	Lehigh	309 (11M)	S Whitewall	New Enterprise	Install Loop Sensor
3496	98129	Lehigh	District 5-0	Allentown	PENNDOT 5-0	Highway Lighting Repair
3497	101486	Dauphin	District 8-0	Harrisburgh	PENNDOT 8-0	Lighting Maintenance
3498	-	Columbia	11 & Light Street	Bloomsburg	Town of Bloomsburg	Replace Damaged ConAssy
3500	93553	Tioga	15 (N65)	Bloss Twp	HRI, Inc.	Weigh-In-Motion
3501	-	Lehigh	I476 NB-391 MP A-68.53	Washington	Trumbell Corp	Communication Conduit
3506	-	Monroe	254 (28M)	Limestone	HRI, Inc	Install Vehicle Counter
3507	-	Monroe	80 (Army Depot)	Tobyhanna	Tobyhanna Army Depot	Lane Control Upgrade/Maint.
3508	-	Luzerne	County Bridges	Various	Luz Co Road & Bridge	Highway Lighting
3509	-	Schuylkill	Keystone Blvd	Foster Twp	Barletta	Blvd Rehabilitation
3510	-	Wyoming	29 & 6	Tunkhannock	McMahon Assoc	Punch List Items
3511	57728	Luzerne	2004 (390) River Street	Wilkes Barre	Kruger Construction	Traffic Signal Improvements

Jobs Completed

***Prime**

Job #	ECMS #	County	SR (Section)	Municipality	Contractor	Description
3512	-	Schuylkill	4007 & I-81 Ramps	Cass/Butler Twps	Schuylkill Co Dev. Auth	Pedestrian Crossing Removal
3513	91481	Union	0 Local ARC	East Buffalo Twp	Gutelius Excavating	Traffic Signalization
3514	91643	Montour	54 (075)	Valley Township	PENNDOT 3-0	Traffic Signal Upgrade
3515	-	Luzerne	315 & I-81 NB Off Ramp	Jenkins Twp	Jenkins Township	Replace Mast Arm/ConAssy
3522	94898	Carbon	80 (BRM)	Lehighton	J.D. Eckman	Temporary Traffic Signals
3526	-	Northampton	Columbia Tool Bridge	Portland	Intercounty Paving	Hwy Lighting/Temp Lighting
3528	-	Luzerne	County Highways	Various	Luzerne Co Road & Bridge	Highway Lighting
3530	-	Montgomery	I476 MP 330.20	Upper Merion	PA Turnpike Commison	Install Comm Infrastructure
3531	93757	Lackawanna	348 (BRG)	Jefferson Twp	Krieger Construction	Bore Six Holes
3532	-	Northampton	Interstae 78 Toll Bridge	Easton	Del River Toll Bd Comm	Relocate Conduit
3533	14515	Chester	100 (02L)	Uwchlan	Allan A Myers	Cable Installation
3534	-	Luzerne	I-476 MP A101.30	Bear Creek	Pikes Creek	Temporary Lighting
3535	69917	Chester	41 (VCB)	Atglen	J.D. Eckman	Traffic Signalization
3538	101626	Schuylkill	209 (05M)	Middleport	Lehigh Asphalt (Brietta)	Installation of CACV
3540	70235	Luzerne	940 (391) Park & Ride	White Haven	Popple Construction	Highway Lighting
3541	-	Centre	322/3007/26	Bellfonte	Commonwealth of PA	Highway Lighting
3542	87572	Union	80 (M23) CCTV 372	White Deer Twp	HRI, Inc	Install Piezo Electric Senso
3543	-	Fulton	I70	MD State Line	IRD-PAT, Inc	Instal VWIM System
3544	-	Lancaster	222	2.5 Miles N of I76	IRD-PAT, Inc	Instal VWIM System
3545	94915	Jefferson	80 (540)	Washington Twp	New Enterprise	Install New RWIS System
3547	-	Tioga	15	Lawrenceville	IRD-PAT, Inc	Installation of CACV
3548	-	Dauphin	I81 North Bound MP76.6	Linglestown	IRD-PAT, Inc	Install VWIM System
3549	-	Dauphin	I81 South Bound MP81.2	Grantville	IRD-PAT, Inc	Install VWIM System
3550	-	Luzerne	Main & Hawthorne	Avoca	Avoca Borough	Replace Controller
3551	-	Monroe	SR 611 & Private Drive	Stroud Township	Papillon & Moyer	Traffic Signal Modifications

Kuharchik Construction, Inc.

Major Equipment available:

- **Bucket Truck**
- **Line Truck**
- **Utility Truck**
- **Digger Truck**
- **Backhoe**
- **Trencher**

CORPORATE RESUME

Company:	Kuharchik Construction, Inc.
Permanent Address:	420 Schooley Avenue Exeter, Pa. 18643
Phone:	(570) 654-3391 (570) 654-3392 (570) 654-3419
Facsimile:	(570) 654-5150
E-mail Address:	estimating@kuharchik.com
Organization Type:	Corporation
State of Incorporation:	Pennsylvania
Date of Incorporation:	September 5, 1973
Employer Identification Number:	23-1906573
President/Treasurer:	Rhoda Kuharchik
Personnel Experience:	Rhoda Kuharchik, President Electrical Profession 1973 Walter A. Kuharchik, Exec. VP Field Construction Electrical Profession 1957 Ahmad Mahmoud, Estimator / Electrical Engineer Electrical Profession 1980

Kuharchik Construction, Inc.
Corporate RESUME'

Type of Business:

SIC: 1731
NAICS: 238210

Description of Business:

High Voltage Construction,
Electrical Control Systems,
Commercial and Industrial Electrical
Construction,
Substations,
Parking Lot Lighting,
Bridge Lighting,
Street and Highway Lighting,
Traffic Signalization,
Intelligent Transportation Systems,
Traffic Control Accommodations,
Signing and Pavement Markings

Certifications:

State of Pennsylvania, PA. D.O.T.,
G.S.A., F.A.A., D.O.D.

PA State Prequalification Number:

K065

Kuharchik Construction, Inc.

Bank References

Landmark Community Bank
2 South Main Street
Pittston, PA 18640

Bank Manager: Ron Wisniewski
Phone: (570) 602-4537
Fax: (570) 891-0001

Bonding Company

Berkley Insurance Company
475 Steamboat Road
Greenwich CT, 06830

Bonding Agent

Conner, Strong & Buckelew
Two Liberty Place
50 S. 16th Street, Suite 3600
Philadelphia, PA 19102

Phone: (267) 702-1445
Fax: (856) 685-2213



DEPARTMENT OF LAW

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

June 8, 2017

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

RECEIVED

JUN 08 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH KUHARCHIK CONSTRUCTION FOR THE CITY OF
SCRANTON TRAFFIC SIGNAL REPLACEMENT AT NORTH MAIN AVENUE
AND PARKER STREET.

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 WITMER PUBLIC SAFETY GROUP, INC. D/B/A OFFICER STORE FOR 2017 AMMUNITION FOR THE CITY OF SCRANTON POLICE DEPARTMENT.

WHEREAS, a request for Proposal was advertised for City of Scranton 2017 Ammunition for the Police Department and only two (2) bid 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 Witmer Public Safety Group, Inc. d/b/a Officer Store for the reasons provided in the Memo attached hereto from the Chief of Police.

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 hereto for the 2017 Ammunition for the Police Department.

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

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

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

CONTRACT

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

WITMER PUBLIC SAFETY GROUP, INC.
D/B/A OFFICER STORE
104 INDEPENDENCE WAY
COATESVILLE, PA 19320
PHONE NO. (800) 852-6088

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 City of Scranton Police Department with Ammunition for 2017. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

2017 AMMUNITION FOR THE SCRANTON
POLICE DEPARTMENT
PER THE ATTACHED BID PROPOSAL AND
SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Witmer Public Safety Group, Inc. d/b/a Officer Store dated May 9, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

- (a) Name of insurance company, policy number, and expiration data;

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

CHIEF OF POLICE

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

WITMER PUBLIC SAFETY GROUP, INC.
D/B/A OFFICER STORE

BY:

TITLE: _____

DATE: _____

Scranton Police Department

Superintendent of Police

Chief Carl R. Graziano

Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8300
Email: cgraziano@scrantonpa.gov



Be Part of The Solution

SCRANTON

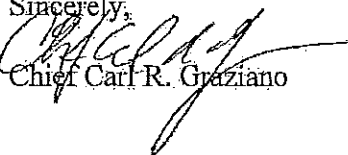
June 07, 2017

Attorney Jessica Boyles
Solicitor
City of Scranton

Attorney Boyles,

As per our conversation regarding the bids for the police department's ammunition, our training division has reviewed the vendor's bids and determined that The "Office Store" is the lowest responsible bidder on all of the ammunition. Please contact me if there are any questions or concerns.

Sincerely,


Chief Carl R. Graziano

Department of Business Administration

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



SCRANTON

May 10, 2017

Mr. Carl Graziano
Chief of Police
100 S. Washington Avenue
Scranton, Penna. 18508

Dear Chief Graziano,

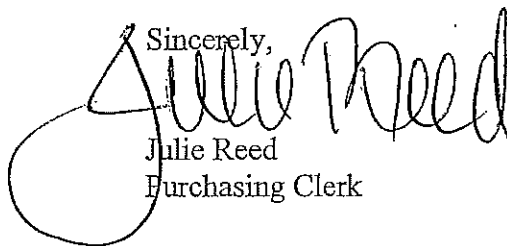
This is to inform you that bids were opened Wednesday, May 10, 2017 in Council Chambers for the 2017 Ammunition for Police Department.

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

**Eagle Point Gun
Witmer**

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

Thank you for your cooperation in this matter

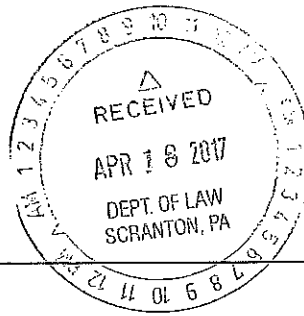
Sincerely,

Julie Reed
Purchasing Clerk

Encls.

CC: Sgt. Patrick Gerrity, Training Sgt.
Mr. Carl Graziano, Chief of Police
Mrs. Roseann Novembrino, City Controller
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

April 10, 2017

Mr. Carl Graziano
Chief of Police
100 S. Washington Avenue
Scranton, Penna. 18508

Dear Chief Graziano,

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

City of Scranton
2017 Ammunition for the Police Department

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
Sgt. Patrick Gerrity, Training Sgt.
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 BIDDER

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

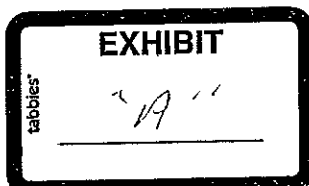
2017 AMMUNITION FOR THE POLICE DEPARTMENT

ALL BIDS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE BUREAU OF PURCHASING, 4TH FLOOR, MUNICIPAL BUILDING. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CASHIER'S CHECK, OR CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF \$ 100.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. PROPOSALS MUST BE TYPEWRITTEN OR WRITTEN LEGIBLY IN BLACK INK. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$200.00 AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OF ANY BID SUBMITTED.

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

DAVID BULZONI
BUSINESS ADMINISTRATOR



PROPOSAL BLANK

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

AMMUNITION FOR POLICE DEPARTMENT ISSUED WEAPONS
AS PER SPECIFICATIONS

SEE ATTACHED SPEC. SHEET
PRICE PER CASE

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ _____, AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

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

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

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES AS SPECIFIED ON THE BID SPECIFICATION SHEET.

PRINT/TYPE NAME OF BIDDER

DATE _____

SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION COMPANY NAME: _____

ADDRESS: _____

IF INCORPORATED, UNDER THE LAWS
OF WHAT STATE? _____

TELEPHONE NO: _____

PROPOSAL SHEET PRICING

Federal HST 124gr+P or Winchester Ranger T 124gr. + P = 18000 rounds

Federal or Winchester Tactical Low Recoil 12 ga. 00 buck = 750 rounds

Federal or Winchester Tactical Low recoil 12 ga. 1 oz Slug = 750 rounds

Federal 64 gr. PowerPoint Tactical .223 or Winchester 64gr. PowerPoint Tactical .223 = 1500 rounds.

Federal or Winchester 55 gr. FMJ .223 = 5000 rounds

CTI SuperSock 12 ga. bean bag round = 200 rounds

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 BIDDER

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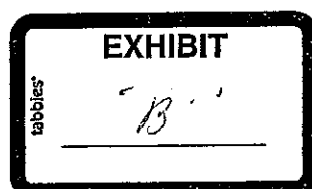
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DAVID BULZONI
BUSINESS ADMINISTRATOR



PROPOSAL BLANK

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

AMMUNITION FOR POLICE DEPARTMENT ISSUED WEAPONS
AS PER SPECIFICATIONS

SEE ATTACHED SPEC. SHEET
PRICE PER CASE

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DATE 5/9/2017

JEFF TREGO
PRINT/TYPE NAME OF BIDDER
[Signature]
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL
PARTNERSHIP OR CORPORATION

COMPANY NAME: WITMER PUBLIC SAFETY GROUP, INC.

ADDRESS: 104 INDEPENDENCE WAY

IF INCORPORATED, UNDER THE LAWS
OF WHAT STATE?

COATESVILLE, PA 19320

PENNSYLVANIA

TELEPHONE NO: 800-852-6088

PROPOSAL SHEET PRICING

Federal HST 124gr+P or Winchester Ranger T 124gr. + P = 18000 rounds

\$ 269.00

Federal or Winchester Tactical Low Recoil 12 ga. 00 buck = 750 rounds

\$ 109.00

Federal or Winchester Tactical Low recoil 12 ga. 1 oz Slug = 750 rounds

\$ 109.00

Federal 64 gr. PowerPoint Tactical .223 or Winchester 64gr. PowerPoint Tactical .223 = 1500 rounds.

\$ 236.99

Federal or Winchester 55 gr. FMJ .223 = 5000 rounds

\$ 297.00

CTI SuperSock 12 ga. bean bag round = 200 rounds

\$ 22.60



Witmer Public Safety Group

104 Independence Way
Coatesville, PA 19320

Phone: (610) 857-8070
Fax: (888) 335-9800

Quote ID: 293292
Date: 5/8/2017
Sales Person: JERRY M

Proposal To:

Scranton Police Department
100 S. Washington Avenue
Scranton, PA 18503

Phone: (570) 558-8300
Fax: (570) 207-0412

Proposal ID 293292
Date 5/8/2017
Sales Person JERRY M

Quantity	Item ID	Description	Unit	Amount
Bid Ammo Pricing				
18.00	FEDCC-P9HST3-CASE	Federal Cartridge - HST 9mm Luger +P 124 Grain HST HP 50 rounds per box/1000 rounds per case *** Shotgun ***	269.00	4,842.00
3.00	FEDCC-LE132-00-CAS	Federal Cartridge - Tactical Buckshot 12 GA, 2-3/4" Max 9 Plts - 00 Buck Reduced Recoil 5 rounds per box/250 rounds per case	109.00	327.00
3.00	FEDCC-LE127-RS-CAS	Federal Cartridge - Tactical Rifled Slugs 12 GA, 2-3/4" 1 Ounce Hydra-Shok HP 5 rounds per box/250 rounds per case *** RIFLE ***	109.00	327.00
5.00	FEDCC-AE223BK-CAS	Federal Cartridge - American Eagle Rifle 223 REM. (5.56x45mm) 55 GR MCBT, Bulk 1000/case	297.00	1,485.00
3.00	FEDCC-T223L-CASE	Case Federal Cartridge-TRU-Tactical Rifle Urban 223 REM (5.56x45mm) 64 Grain SP 500 round case *** Super Sock ***	236.99	710.97
40.00	CTS-2581-BOX	Combined Tactical Systems, Super-Sock Bean Bag, Round 12 GA Kevlar (Yellow), Box of 5	22.60	904.00
1.00	FREIGHT-FREE	FREIGHT FREE - drop ship		

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions
are satisfactory and are hereby accepted.

Proposal is valid until June 07, 2017

Signature _____

Date _____

Subtotal 8,595.97

Tax 0.00

Total 8,595.97

331



OfficerStore



theEMSstore



**GIDEON
TACTICAL**

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.

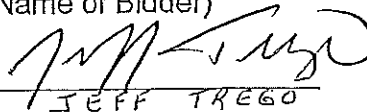
(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(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: 5/9/2017

WITMER PUBLIC SAFETY GROUP, INC.
(Name of Bidder)

BY


JEFF TREGO

TITLE SALES OPERATIONS MANAGER

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 5/9/2017

WITMER PUBLIC SAFETY GROUP, INC.

(Name of Bidder)

By 
JEFF TREGO

Title SALES OPERATIONS MANAGER

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF PENNSYLVANIA

COUNTY OF CHESTER

JEFF TREGO, being first duly sworn, deposes
and says that:

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

of WITMER PUBLIC SAFETY GROUP, INC., 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

Jeff Trego
JEFF TREGO

SALES OPERATIONS MANAGER
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 9 DAY OF MAY, 2017

Kathryn J. Moran
NOTARY
(TITLE)

MY COMMISSION EXPIRES MAY 4, 2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHRYN J. MORAN, Notary Public
Sadsbury Township, Chester County
My Commission Expires May 4, 2020



DEPARTMENT OF LAW

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

June 8, 2017

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

RECEIVED

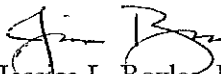
JUN 08 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH WITMER PUBLIC SAFETY GROUP, INC. D/B/A OFFICER
STORE FOR 2017 AMMUNITION FOR THE CITY OF SCRANTON POLICE
DEPARTMENT.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

APPOINTMENT OF GOPAL B. PATEL, 939 QUINCY AVENUE, SCRANTON, PA 18510 AS A MEMBER OF THE BOARD OF THE SCRANTON SEWER AUTHORITY EFFECTIVE JUNE 7, 2017. MR. PATEL WILL BE REPLACING PATRICK J. HUGHES WHO RESIGNED MAY 15, 2017. MR. PATEL WILL FILL THE UNEXPIRED TERM OF PATRICK J. HUGHES, WHOSE TERM IS SCHEDULED TO EXPIRE ON JANUARY 4, 2022.

WHEREAS, Patrick J. Hughes resigned as a member of the Board of the Scranton Sewer Authority effective May 15, 2017. A copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Gopal B. Patel as a member of the Board of the Scranton Sewer Authority effective June 7, 2017. Mr. Patel will fill the unexpired term of Patrick J. Hughes who resigned May 15, 2017, whose term is scheduled to expire January 4, 2022; and

WHEREAS, Gopal B. Patel has the requisite, experience, education and training necessary to serve as a member of the Board of the Scranton Sewer Authority.

NOW, THEREFORE, BE IT RESOLVED that Gopal B. Patel, 939 Quincy Avenue, Scranton, PA is hereby appointed as a member of the Board of the Scranton Sewer Authority effective June 7, 2017. Mr. Patel will fill the unexpired term of Patrick J. Hughes who resigned effective May 15, 2017 whose term is scheduled to expire January 4, 2022.

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

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

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



OFFICE OF THE MAYOR

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

June 7, 2017

Honorable Council of The City of Scranton
340 N. Washington Avenue
Scranton, Pa. 18503

RE: Scranton Sewer Authority Board Appointment

Dear Council Members:

Please be advised that I am appointing Gopal B. Patel, 939 Quincy Avenue, Scranton, Pennsylvania 18510 as a member of the Board of the Scranton Sewer Authority effective June 7, 2017.

Mr. Patel will be replacing Patrick J. Hughes who resigned on May 15, 2017.

Mr. Patel will fill the unexpired term of Mr. Hughes, whose term is scheduled to expire on January 4, 2022.

I respectfully request City Council's concurrence in this appointment.

Sincerely,


William L. Courtright

CC: Jason Shrive, Executive Director/Solicitor/SSA
Jessica Boyles, Esq., City Solicitor
David Bulzoni, Business Administrator
Scranton Sewer Authority Board
Gopal B. Patel

May 30, 2017

The Honorable William L. Courtright
Scranton Municipal Building
340 North Washington Avenue
Scranton Pa, 18509

Dear Mayor Courtright:

My Name is Gopal B Patel. I live at 939 Quincy Avenue Scranton Pa 18510. I am a 2002 Graduate Scranton High School and a 2004 Graduate of Lackawanna College. I currently live in Scranton since I'm 19 years and I am self employed running Subway restaurants and I also do community service for the Indian Temple in Scranton and I am member of the Chamber of Commerce in Shickshinny PA. I have always been interested in public service and my desire to serve on the City Commission Board or Authority. Please let me know if I can be of service I can be reached at [REDACTED]

Thank you,
Gopal B. Patel



Patrick J. Hughes
Attorney at Law

1170 Highway 315, Suite 1
Plains, PA 18702
Tel: 570.823-0101
Fax: 570.825-7799

May 15, 2017

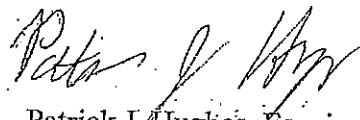
Scranton City Hall
Scranton Sewer Authority
Jason Shrive, Esq.
340 North Washington Ave
Scranton, PA 18503

Dear Attorney Shrive:

Please accept this letter as formal notification that I am leaving my position with the Scranton Sewer Authority on May 15, 2017. I am thankful that the Authority provided me with the opportunity to sit as a Board Member.

Thank you for your time and attention to this matter.

Very truly yours,


Patrick J. Hughes, Esquire



DEPARTMENT OF LAW

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

June 8, 2017

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

RECEIVED

JUN 08 2017


OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHIRIZING APPOINTMENT OF GOPAL B. PATEL, 939 QUINCY AVENUE, SCRANTON, PA 18510 AS A MEMBER OF THE BOARD OF THE SCRANTON SEWER AUTHORITY EFFECTIVE JUNE 7, 2017. MR. PATEL WILL BE REPLACING PATRICK J. HUGHES WHO RESIGNED MAY 15, 2017. MR. PATEL WILL FILL THE UNEXPIRED TERM OF PATRICK J. HUGHES, WHOSE TERM IS SCHEDULED TO EXPIRE ON JANUARY 4, 2022.

THE ADMINISTRATION HAS VERIFED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO EXECUTE AND ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE CITY OF SCRANTON CLERICAL WORKERS AND LOCAL LODGE NO. 2462 AFFILIATED WITH DISTRICT 1 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF A MEMORANDUM OF UNDERSTANDING WITH AN EFFECTIVE DATE OF JANUARY 1, 2016 AND RATIFIED BY THE MEMBERSHIP.

WHEREAS, Local Lodge No. 2462 of the International Association of Machinists and Aerospace Workers and the City of Scranton entered into negotiations for the terms of a new Collective Bargaining Agreement; and

WHEREAS, those negotiations resulted in a Memorandum of Understanding setting forth the terms and provisions for a Collective Bargaining Agreement with an effective date of January 1, 2016, a copy of which is attached hereto as Exhibit "A" and incorporated herein by referenced thereto; and

WHEREAS, the Union ratified the terms and provisions of the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate officials of the City of Scranton are hereby authorized to execute and enter into the Collective Bargaining Agreement with the City of Scranton Clerical Workers and Local Lodge No. 2462 Affiliated with District 1 of the International Association of Machinists and Aerospace Workers, AFL-CIO in a final contract format to be completed by the Parties containing the terms and provisions of the Memorandum of Understanding for with an effective date of January 1, 2016 attached hereto as Exhibit "A" and incorporated herein by reference thereto.

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.

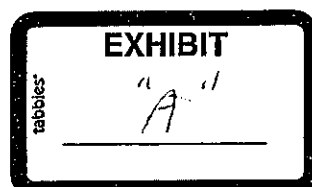
SECTION 2. This Resolution shall become effective immediately upon approval.

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.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SCRANTON
CLERICAL WORKERS
AND
LOCAL LODGE No. 2462
AFFILIATED WITH DISTRICT 1
OF THE
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO

The City of Scranton Clerical Workers and Local Lodge No. 2462 of the International Association of machinists and Aerospace Workers, AFL-CIO here by proposes to the City of Scranton that the terms and conditions of the parties' January 1, 2016, collective bargaining agreement shall be as follows:

1. **Job Descriptions:** Modifications as made during contract negotiations
2. **Overtime:** Remain the same on choice between overtime and compensatory time; Employees can use vacation, sick, and personal time to add up to overtime for the 40 hour work week; Inspectors will have rolling weekly on-call shifts, except in circumstances of legitimate illness or advanced notice of personal engagements/vacations. An employee who reports for overtime will be guaranteed 2 hours of overtime; There will be no loss of compensatory time; Employees are capped at 240 hours of compensatory time; The City can deny use of compensatory time if it would unduly disrupt the operations of the City.
3. **Bereavement Leave:** Language reworded for clarity. Leave will now be a total of 4 days, beginning with date of death and ending 3 days after date of burial. Family members covered under the leave policy will now be extended to include step-mother-in-law, step-father-in-law, and grandchildren.
4. **FMLA:** Language reworded for compliance with Code. Doctor's notes required for leave.



5. **Positions:** Transferring the Electrical and Plumbing Inspector positions to a Housing Inspector position and a Clerk position.
6. **Certifications:** Beginning from the date that they receive study materials, guides, and/or are scheduled for a seminar, existing Housing Inspectors will have 18 months to become certified and if they cannot obtain the certification, they will have the ability to bump. Beginning from the date they receive study materials, guides, and/or are scheduled for a seminar, new Housing Inspectors will have 60 days to obtain the certification; if they cannot obtain the certification, they will be terminated if their probation period has not expired, or if their probation period has expired, they will be laid off. The City must provide existing Housing Inspectors with materials, study guides, and information about the location, timing, and details of the test within ninety (90) days of ratification of this contract.
7. **Probation Period:** New hires will have a probation period of 45 days, with a potential 15 day extension when requested in writing to the Union.
8. **Seniority:** Layoff notice will be 2 weeks, but when such notice is not possible, will be in a reasonable amount of time. Employees bumping/bidding for a new position must meet the qualifications of that position as listed in the job description; Jobs will be posted for 3 days instead of 5; for bidding on a new position, the City and the Union will have a 3 day trial period, with the option to extend the trial period by mutual agreement; The City can award a job to an outside person after 1 posting that receives no bids from union members.
9. **Pension:** The IAWAW, Direct 1, Local Lodge 2462 and the City of Scranton agree that any employee hired into the clerical bargaining unit after January 1, 2012 of will fall under the IAM National Pension Fund. Upon mutual agreement between the City and the Union, employees hired prior to January 1, 2012 currently in the Non-uniform Pension Fund may by mutual agreement be transferred into a mutually agreeable alternate pension fund, such as the IAM or similar pension fund.
10. **Drug and Alcohol Policy:** random and reasonable suspicion testing implemented
11. **Term:** 2016 – 2020 (4 years)

12. Raises: 0% in 2016, 0% in 2017, \$750 Bonus in 2018, 2.5% split in 2019, 2.5% split in 2020

City Base Wages:		
2016	0%	\$2,078,827
2017	0%	\$2,073,231
2018	\$750 Bonus	\$2,115,231
2019	2.5% split (1.25% 1/1/19; 1.25% 7/1/19)	\$2,110,549
2020	2.5% split (1.25% 1/1/19; 1.25% 7/1/19)	\$2,148,539

- a. ***The 2018 Bonus will be payable by separate check on or before the second pay in January of 2018.**

13. Opt Out: remain the same.

14. Healthcare:

Copays/Contributions will remain the same.

6% increases are projected from year to year based upon COBRA Rates

Rates:	
2016	\$936,601
2017	\$992,797
2018	\$1,052,365
2019	\$1,115,507
2020	\$1,182,437

Increases from Year to Year:	
2016-2017	\$56,196.06
2017-2018	\$59,567.82
2018-2019	\$63,141.89
2019-2020	\$66,930.41

15. Retiree Healthcare: change 3 year healthcare coverage after retirement for those hired between 12/31/95 and 1/1/98 to 1/1/99 (affects 4 members)

16. Pension Contributions: increase contributions for IAMAW members \$0.05 per hour per employee

Cost: City to contribute an additional \$10,712 annually into IAMAW pension

17. Retirement Severance:

- i. 15 years of service at \$3,000
- ii. 20 years of service at \$3,500
- iii. 25 years of service at \$4,000
- iv. 30 years of service at \$4,500
- v. 35 years of service at \$5,000

18. Sick Time: accumulate up to 240 sick days to use; payout upon retirement for 120; time can no longer be donated to other employees beyond 10 days of the 240.

William L. Courtright, Mayor
City of Scranton

Anthony Armideo, Business Agent
I.A.M.A.W. Local 2462

Date

Date



DEPARTMENT OF LAW

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

June 8, 2017

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

RECEIVED


JUN 08 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO EXECUTE AND ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE CITY OF SCRANTON CLERICAL WORKERS AND LOCAL LODGE NO. 2462 AFFILIATED WITH DISTRICT 1 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF A MEMORANDUM OF UNDERSTANDING WITH AN EFFECTIVE DATE OF JANUARY 1, 2016 AND RATIFIED BY THE MEMBERSHIP.

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 SERVICE AGREEMENT BY AND BETWEEN MEDTRAK SERVICES, LLC, A MISSOURI LIMITED LIABILITY COMPANY ("MEDTRAK") AND THE CITY OF SCRANTON ("CLIENT") TO PROVIDE PHARMACY BENEFIT MANAGEMENT SERVICES.

WHEREAS, a request for proposal was advertised for the City of Scranton Pharmacy Benefits Management Services; and

WHEREAS, Millennium Administrators has reviewed the Proposals and determined that it would be in the best interest of the City to award the Contract to MedTrak; and

WHEREAS, the Health Care Committee has approved the MedTrack proposal; and

WHEREAS, Remedy Analytics, on behalf of the City of Scranton, has negotiated a favorable Contract with MedTrak; and

WHEREAS, the City desires to engage MedTrak to administer the Pharmacy Benefit Management Services in accordance with the terms of the Service Agreement attached hereto, marked as Exhibit "A", and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are authorized to execute and enter into a Service Agreement by and between MedTrak Services, LLC and the City of Scranton ("Client") to provide Pharmacy Benefit Management Services.

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 provision. 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 law arising under the laws of the Commonwealth of Pennsylvania

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is dated and effective as of _____, 2017 ("Effective Date"), by and between MEDTRAK SERVICES, LLC, a Missouri limited liability company ("MedTrak"), and CITY OF SCRANTON, PA, organized under the laws of the State of Pennsylvania ("Client").

WHEREAS, Client is a Plan Sponsor that desires to provide a pharmacy benefit to its Eligible Members;

WHEREAS, MedTrak is engaged in the business of administering pharmacy benefits for Plan Sponsors; and

WHEREAS, Client desires to engage MedTrak to administer the Pharmacy Benefit on behalf of Client in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Agent" means a third party administrator, consultant, trustee(s), or any other party or entity appointed or authorized by Client to represent Client in its relationship with MedTrak.

1.2 "Agreement" means this Service Agreement (including all exhibits, addenda, amendments, and other attachments, if any) between Client and MedTrak, as may be amended or modified from time to time.

1.3 "Authorized Generic" means a prescription drug produced by a brand pharmaceutical company or innovator company, with both brand-name and generic labels and/or is marketed under a private label. Authorized generics are identical to the brand counterpart in both active and inactive ingredients.

1.4 "Biosimilar" means a type of biological product that is licensed (approved) by the FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product. An interchangeable Biosimilar also meets additional FDA standards for interchangeability and is expected to produce the same clinical result as the reference product in any given patient.

1.5 "Cardholder" means an Eligible Member to whom Client (or its Agent) or MedTrak has issued an identification card (or form), whose name and identification number appear on the identification card (or form), and whose identification card (or form) is valid.

1.6 "Claim" or "Prescription Drug Claim" means a claim submitted by a Member or pharmacy, whether submitted electronically or manually, for payment for a Covered Product.

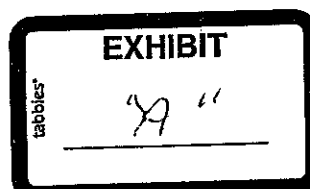
1.7 "Covered Medication" or "Covered Product" means those federal legend and OTC drugs, supplies, and other items covered under the Client's prescription drug plan.

1.8 "Dependent" means an Eligible Member who is related to a Cardholder, as identified by Client (or its Agent).

1.9 "Drug Product" means a drug whose active ingredient(s), strength(s), and dosage form are listed in the "Approved Drug Products with Therapeutic Equivalence Evaluations" (commonly known as the "Orange Book"), which is an official publication of the U.S. Food and Drug Administration ("FDA").

1.10 "Eligible Member" or "Member" means an individual who is enrolled in a Plan and who is entitled to receive reimbursement for, or payment of, Covered Medications under the Pharmacy Benefit for the Plan in which the individual is enrolled.

1.11 "Formulary" means a standard preferred list of Covered Medications, as determined by the MedTrak Pharmacy & Therapeutics Committee (or such other Pharmacy & Therapeutics Committee as designated by MedTrak and



agreed to by Client), and provided, as necessary, to Physicians, Participating Pharmacies and/or Eligible Members as a guide to the prescribing, dispensing, and purchasing of Covered Medications.

1.12 “Over the Counter” or “OTC” claim means any non-federal legend drug or product that can be purchased or sold without a prescription.

1.13 “Pass-through” means, if applicable, the client receives the full value of all retail discounts and dispensing fees negotiated between the PBM and the pharmacies as it is adjudicated at the point of sale; and, thus, if applicable, a client will not be billed, or obligated to pay PBM an amount greater than pharmacy was paid.

1.14 “Participating Pharmacy” means a duly licensed pharmacy that has signed a Pharmacy Services Agreement (or similarly named agreement) with MedTrak to provide Pharmacy Services to Eligible Members in accordance with the requirements in such agreement.

1.15 “Pharmacy Benefit” means the inclusions, limitations, and exclusions in coverage of Eligible Members, Participating Pharmacies, Physicians, and Covered Medications as set forth in the Plan and as may be amended from time to time by the Plan Sponsor.

1.16 “Pharmacy Services” includes the dispensing of a Drug Product by a Participating Pharmacy, in accordance with all applicable state and federal laws governing the practice of pharmacy and in accordance with the standards of practice in the communities in which the Participating Pharmacy operates.

1.17 “Physician” means any Doctor of Medicine or other health care practitioner who is legally authorized to prescribe Drug Products in the state(s) in which he/she is licensed.

1.18 “Plan” means the agreement or other arrangement between an Eligible Member and his/her Plan Sponsor that entitles the Eligible Member to receive reimbursement for, or payment of, medical expenses, including, without limitation, Covered Medications.

1.19 “Plan Sponsor” means an employer, employer coalition, health insurer, managed care organization, association, union health and welfare trust, government agency, third party administrator, or other such organization that is obligated to pay for Covered Medications dispensed to Eligible Members.

1.20 “Point-of-Sale” or “POS” means the on-line, real-time telecommunication system used by MedTrak to communicate information regarding eligibility, Claims, drug utilization, and other information to a Participating Pharmacy.

1.21 “System” shall mean the hardware and the software used to process Claims.

2. DUTIES OF MEDTRAK

2.1 MedTrak agrees to provide, through its Participating Pharmacies, Covered Medications to Eligible Members in accordance with the terms of this Agreement, if such Eligible Members present a prescription order or refill from a Physician and a valid identification card (or form) at Participating Pharmacies signifying their entitlement to such Covered Medications.

2.2 MedTrak agrees to provide “Administration Services”, as described in Exhibit A, including, but not limited to, the processing and adjudication of Claims for Covered Medications submitted by Participating Pharmacies for Eligible Members.

2.3 MedTrak shall allow Client (and its Agent) to use the name of MedTrak for purposes of marketing, informing Eligible Members and others of the identity of Participating Pharmacies, and as otherwise necessary to carry out the terms of this Agreement. Notwithstanding the foregoing, MedTrak hereby reserves the right, in its sole discretion, to require Client (and/or its Agent) to cease using the name of MedTrak for any reason whatsoever.

2.4 MedTrak shall use reasonable efforts to provide Client with assistance in coordinating and responding to formal complaints or appeals from Eligible Members under the Plan; however, MedTrak will not be responsible or liable in

any manner for Client's compliance or non-compliance with the terms and conditions of the Plan or applicable laws or regulations regarding responding to Eligible Members' complaints or appeals. Client is solely responsible for the review and final resolution of complaints from Eligible Members. MedTrak shall review the appeal of eligible denied claims pursuant to the process set forth on Exhibit C.

2.5 MedTrak acknowledges that in administering Client's Pharmacy Benefit, MedTrak will receive health information from Client such that MedTrak will be considered to be Client's "Business Associate," as that term is defined by the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations governing privacy and security of certain information thereunder ("HIPAA"). Specifically, with respect to protected health information ("PHI") as that term is defined by HIPAA, MedTrak agrees to comply with the provisions in the Business Associate Addendum set forth on Exhibit B, attached hereto and incorporated by this reference.

2.6 MedTrak may, at its sole discretion, audit Participating Pharmacies to ensure the Participating Pharmacies' compliance with their contracts with MedTrak. Selection of Participating Pharmacies and the method of audit shall be determined solely by MedTrak. MedTrak, in its discretion, may perform the audit or select an outside firm to perform the audit.

3. DUTIES OF CLIENT

3.1 Client agrees and expressly acknowledges that – in the event Client appoints an Agent – MedTrak shall be authorized to deal with Agent in all respects as if it were the Client for purposes of this Agreement, and Client waives any right to the contrary. Client further expressly acknowledges any act or omission by such Agent shall be within the scope and authority of such Agent and binding upon Client and that any agreement Client shall have with Agent shall have no bearing or effect on this Agreement.

3.2 Client (or its Agent) has provided MedTrak, thirty (30) days prior to the Effective Date (and will provide as necessary thereafter), Eligible Member information, including, but not limited to, Cardholder name, Cardholder identification number, Cardholder address, Cardholder birth date, Cardholder eligibility begin date, Cardholder eligibility end date, Dependent name(s), Dependent birth date(s), Dependent eligibility begin date, and Dependent eligibility end date. Client (or its Agent) shall provide such information in a format agreeable to MedTrak. Client agrees that MedTrak may act in reliance upon the accuracy of all Eligible Member information received from Client (or its Agent).

3.3 Client (or its Agent) agrees to distribute, or pay MedTrak to distribute in accordance with Exhibit D, the "Cardholder Information" described in Exhibit A to Cardholders upon receipt from MedTrak or Agent.

3.4 Client (and its Agent) agrees to grant Participating Pharmacies the status of "Client Participating Pharmacies" and to identify such Participating Pharmacies as "Preferred Pharmacies", or other language of like import, on informational materials distributed to Eligible Members and others.

3.5 Client (and its Agent) understands and agrees that MedTrak shall have the right to collect and use de-identified aggregate data on Covered Medications. Client (and its Agent) further understands and agrees that, in order to provide services hereunder, MedTrak may be required to submit data on Covered Medications to pharmaceutical manufacturers pursuant to the terms of agreements with those pharmaceutical manufacturers; provided, however, that such information furnished to pharmaceutical manufacturers shall not identify Eligible Members by name or otherwise, except in connection with any audit required by such pharmaceutical manufacturers.

3.6 Client (and its Agent) shall not constrain MedTrak from communicating with Eligible Members and/or their Physicians, when necessary, to carry out its obligations as set forth in this Agreement.

3.7 Client shall comply with the HIPAA provisions included in the Business Associate Addendum set forth on Exhibit B, attached hereto and incorporated by this reference.

4. MEDTRAK COMPENSATION

4.1 Client agrees to pay MedTrak by ACH or other form of electronic funds transfer the "Paid Claim Charges", "Administration Charges", and all other applicable charges as set forth in Exhibit D. Client shall make all such payments twice a month within ten (10) days of the invoice statement date. Client agrees to pay interest at a rate of one and one-half percent (1.5%) per month on any balance due at the time of the next billing; however, in no event shall such interest rate be greater than the highest rate permitted by applicable law. Client acknowledges that, in the event Client fails to pay any Paid Claim Charges, Administration Charges, other applicable charges, or interest due within thirty (30) days of the invoice statement date, MedTrak reserves the right to immediately suspend all POS system activity until Client makes payment to MedTrak in full and/or to offset any amounts owed by MedTrak to Client pursuant to this Agreement.

4.2 Client acknowledges that, in the event Client requests MedTrak to provide services that are not defined in this Agreement, Client shall pay additional charges, which shall be mutually agreed upon by both parties in writing.

4.3 MedTrak uses Average Wholesale Price (often referred to as AWP, and as defined on Exhibit D) as its Drug Product pricing source to calculate "Paid Claim Charges," as defined and described in Exhibit D. If, for any reason, MedTrak decides to change its Drug Product pricing source ("Change Event"), then MedTrak shall notify Client sixty (60) days prior to the implementation date of such change ("Change Date"). If the methodology for calculating Paid Claim Charges using the new Drug Product pricing source would result in a material increase or decrease in Paid Claim Charges to Client, the parties shall mutually agree on an adjustment factor to be applied to the Paid Claim Charges incurred on and after the Change Date that is equivalent to the Paid Claim Charges increase or decrease experienced by Client due to the Change Event. If the parties cannot mutually agree to an adjustment factor by the Change Date, then either party hereto may terminate this Agreement upon thirty (30) days' prior written notice.

5. TERM

5.1 The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless either party hereto provides written notice to the other party at least ninety (90) days prior to the expiration of the then-current term of its intent to either terminate or renegotiate this Agreement.

5.2 Either party hereto may terminate this Agreement if the other party materially breaches its obligations. The termination must be by written notice specifically identifying the breach, and such termination shall become effective thirty (30) days after the notice, unless the breach is corrected during the thirty (30)-day period (the "Cure Period"). MedTrak shall provide Pharmacy Benefit Administration Services on all Covered Medications submitted prior to the termination date.

5.3 MedTrak is the exclusive provider to Client for Eligible Members covered under this Agreement of the Pharmacy Benefit Administration Services as described in this Agreement. During the term of this Agreement, Client shall not directly or indirectly engage any individual, proprietorship, partnership, or corporation operating the same or similar business as MedTrak, including, without limitation, Pharmacy Services provided through the mail or other similar delivery system.

5.4 In the event this Agreement is terminated due to (i) Client's breach pursuant to Section 5.2 of the Agreement, (ii) Client's early termination of this Agreement, or (iii) Client's ceasing to use MedTrak's Pharmacy Benefit Administration Services prior to the expiration of the Initial Term or any Renewal Term hereof (each, a "Client Wrongful Termination"), MedTrak and Client acknowledge and agree that MedTrak will suffer damages (including without limitation lost profits), which will be difficult to determine during any subsequent litigation. In order to compensate MedTrak for such difficult-to-determine damages, MedTrak shall be entitled to recover liquidated damages from Client as calculated in this Section 5.4, and which liquidated damages are intended as a measure of compensation to MedTrak rather than as a penalty or punishment to Client. The amount of liquidated damages to which MedTrak shall be entitled hereunder shall be the estimated amount of net revenue ("Net Revenue") MedTrak would have received under this Agreement, if not for the Client Wrongful Termination. This amount shall be calculated by multiplying the Average Monthly Net Revenue (as defined below) by the number of months remaining under the Initial Term or Renewal Term, as applicable. The "Average Monthly Net Revenue" shall equal the amount of Net Revenue received by MedTrak from Client during the twelve-month period immediately preceding the Client Wrongful Termination, divided by twelve (12); provided, however, in the event the Client

Wrongful Termination occurs less than twelve (12) months after the Effective Date, the Average Monthly Net Revenue shall equal the amount of Net Revenue received by MedTrak from Client since the Effective Date, divided by the number of full calendar months since the Effective Date. The parties acknowledge and agree that nothing contained in this Section 5.4 shall be deemed to restrict Client's rights to recover damages from MedTrak in the event of MedTrak's breach of this Agreement.

5.5 A breach by MedTrak of any material provision of this Agreement shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement by the Client; provided MedTrak is unable to cure such breach within the applicable cure period provided in the Agreement. Notwithstanding the foregoing, Client may terminate the Agreement, without penalty, effective immediately, if (i) MedTrak is named as a defendant in a criminal proceeding for a material violation under HIPAA; or (ii) a finding or stipulation that MedTrak violated any standard or requirement of HIPAA or any other applicable laws relating to the security or privacy of PHI, or which is entered against MedTrak in any administrative or civil proceeding in which MedTrak has joined, (iii) retail network accessibility standards are not met, (iv) a major chain is removed from the network, (v) any Performance Guarantee is not upheld and/or persistently over a period of time and (vi) in the event any AWP pricing index or methodology modifications that are made by MedTrak are not economically neutral to client.

5.6 Client may terminate the agreement in the event of any merger and/or acquisition of MedTrak provided that MedTrak has the opportunity to discuss the merger and/or acquisition with the Client to determine if the Client views the merger and/or acquisition as detrimental to services and if so, MedTrak will be granted an opportunity to remedy any concerns at least thirty (30) days before such termination.

5.7 In the event of a termination, MedTrak will provide Client, at no cost, claims history files, open refill Mail files, open refill Specialty files, accumulator files, prior authorization files and other files reasonably requested by Client needed to support a transition to a successor PBM.

6. CONFIDENTIALITY

6.1 MedTrak retains the exclusive rights to the names MedTrak Services, LLC, MedTrak Services, MedTrakRx, and MedTrak, together with any distinctive trademark and/or service mark that may hereinafter be adopted.

6.2 All confidential and proprietary information of MedTrak ("MedTrak Confidential Information") includes, but is not limited to, MedTrak's System information, reporting packages, proprietary software and user documentation, manuals, Formulary documents, Participating Pharmacy agreements, any information about MedTrak's rates, fees or charges, this Agreement and its terms and conditions, and any additional information typically considered confidential and proprietary. Client (and its Agent) shall not use any MedTrak Confidential Information or disclose it to any third party, at any time during or after termination of this Agreement, except as specifically contemplated in this Agreement or upon MedTrak's prior written consent. Upon termination of this Agreement, Client (and its Agent) shall cease using all MedTrak Confidential Information provided to Client (or its Agent) by MedTrak and shall return the same to MedTrak immediately upon MedTrak's request.

6.3 The parties shall maintain the confidentiality of any information relating to Eligible Members in accordance with any applicable laws and regulations. However, the parties acknowledge that – in providing services under this Agreement – MedTrak shall obtain confidential information about Eligible Members and may distribute such confidential information to Client (and its Agent), Participating Pharmacies, and Physicians. Client shall ensure that there is adequate release from Eligible Members, or that release of confidential information relating to Eligible Members is otherwise proper, in regard to any information about Eligible Members provided to MedTrak or by MedTrak to Client (or its Agent), Participating Pharmacies, or Physicians. Client (and its Agent) shall also ensure that its use of Eligible Member information is in compliance with applicable laws and regulations.

6.4 The parties hereto shall maintain appropriate records relating to their responsibilities under this Agreement. Annually during the term of this Agreement and once during the year immediately following termination of this Agreement upon reasonable prior notice and during normal business hours, each party hereto may have reasonable access to the records of the other party directly relating to such other party's responsibilities and performance under this Agreement. The scope of such audit will be limited to Eligible Member Claims adjudicated in the Agreement year immediately preceding the year in which the audit is conducted. Each party hereto shall pay the reasonable cost of copying records requested from the other

party during an audit hereunder, and any other reasonable reproduction costs incurred by the other party in complying with the audit request. A third party may be allowed or designated by the auditing party hereunder to conduct an audit with the prior written consent of the party hereto whose records are to be audited, which consent shall not be unreasonably withheld; provided, however, that the audited party shall have the right to refuse the auditing party's auditor if the proposed auditor reasonably may acquire a competitive advantage by gaining access to the audited party's confidential information as described in this Section 6. In addition, the third party auditor shall enter into a reasonable confidentiality agreement with the audited party prior to conducting any audit hereunder. Client and/or their authorized designee may audit on an annual basis claim invoices, plan design, clinical programs, eligibility, performance guarantees, discount and dispensing fee guarantees, rebate and manufacturer agreements, retail pharmacy network agreements, mail service acquisition costs and operations, specialty acquisition costs and operations, and data security.

7. RELATIONSHIP OF THE PARTIES

7.1 Client specifically acknowledges that MedTrak shall have no fiduciary duties whatsoever to Client or any Eligible Member either arising under this Agreement or under any Plan. Client and MedTrak acknowledge and agree that MedTrak has no discretionary authority or discretionary control to negotiate on behalf of Client (or its Agent, any Plan, or Plan Sponsor) any prices, rates, rebates, discounts or other terms for Pharmacy Services. Client acknowledges that it, or its Agent or Plan Sponsor, will retain at all times sole authority to control and administer its Plan and its Pharmacy Benefit, including without limitation any Eligible Member complaints or appeals under such Plan.

7.2 Client and MedTrak are separate and independent entities. They recognize that they are neither partners nor joint venturers and that they are not liable for, assuming, or guaranteeing the debts and obligations of each other. No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between Client and MedTrak other than that of independent entities contracting with each other solely for the purpose of fulfilling the provisions of this Agreement. Neither of the parties hereto, nor any of their respective representatives, shall be construed to be the agent, the employer, or the representative of the other except for the limited purpose stated in Section 7.3 below.

7.3 Nothing expressed or implied in this Agreement is intended to confer—nor shall anything herein confer—any rights, remedies, obligation, or liabilities whatsoever upon any person other than the Client, MedTrak, and their respective successors and assigns.

7.4 Client acknowledges and agrees that MedTrak is acting solely in the capacity as Client's paying agent in processing claims and making payments from funds provided by Client as part of its Administrative Services as described in Exhibit A.

7.5 MedTrak shall indemnify and hold Client harmless from and against any liabilities, claims, damages, injuries, costs, expenses and fees, including reasonable attorneys' fees, whether relating to persons or property (collectively, "Losses") related to any claim, order, suit, investigation, or action by a third party (a "Claim") which arises out of (i) the willful misconduct or negligent acts or omissions of MedTrak, or (ii) any breach of this Agreement by MedTrak.

7.6 Client shall indemnify and hold MedTrak harmless from and against any Losses related to any Claim which arises out of (i) the willful misconduct or negligent acts or omissions of Client, (ii) any breach of this Agreement by Client, or (iii) the benefit design or coverage decisions under the Plan.

7.7 In the event either party intends to seek indemnification under Section 7.5 or 7.6, such party shall promptly notify the other party in writing upon learning of a Claim for which indemnification will be sought. However, a failure to provide such notice will only limit the indemnifying party's obligation to indemnify to the extent the ability to defend was jeopardized due to the failure to provide prompt notice.

7.8 Except as provided in Section 5.4 hereof, neither party (nor their respective employees, directors, affiliates, or agents) shall be liable to the other for any special, consequential, incidental, indirect, punitive, or exemplary damages. Except as set forth in Sections 7.5 and 7.6, neither party's liability to the other shall exceed the direct, actual Losses related to a breach of this Agreement

8. MISCELLANEOUS

8.1 The terms of this Agreement shall be governed by the laws of the State of Missouri.

8.2 This Agreement may not be amended, supplemented or changed in any manner except by a written instrument executed by both parties.

8.3 This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns. Either party hereto may assign its respective rights hereunder to any successor or assign as long as such successor or assign also assumes all of the obligations of the party making such assignment. Client acknowledges that persons and entities under contract with MedTrak may perform certain administrative services pursuant to this Agreement, provided that MedTrak (or its assignee) shall remain responsible for the proper performance of its obligations in accordance with the terms of this Agreement. The obligations of Client hereunder may not be assigned nor any portions of Client's duties subcontracted without the prior written consent of MedTrak, which shall not be unreasonably withheld.

8.4 The use of the masculine, feminine or neutral gender and the use of the singular and plural shall not be to give the effect of any exclusion or limitation herein.

8.5 Any notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, postage prepaid. Any such notice from Client shall be sent to the office of MedTrak. Any such notice from MedTrak shall be sent to the office of Client.

8.6 In the event of the unenforceability or invalidity of any section or provision of this Agreement, such section or provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other section or provision of this Agreement, and this Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this contract at the City of Overland Park, the County of Johnson, the State of Kansas, as of the date first set forth above.

CITY OF SCRANTON, PA:

By: _____

Name: _____

Title: _____

MEDTRAK SERVICES, LLC:

By: _____

Name: Mark K. Fendler

Title: President

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: _____

Exhibit A
Administration Services

MedTrak will:

1. Maintain a network of independently contracted Participating Pharmacies to provide Covered Medications to Eligible Members. MedTrak will maintain a broad, national pharmacy network with a minimum of 60,000 pharmacies nationwide and including all national and regional chains, all Pharmacy Services Administrative Organizations "PSAO's" and the majority of independent pharmacies. Network changes will be made only upon Client's prior written request and approval.
2. Design the Pharmacy Benefit in the System and activate the POS system on the Effective Date.
3. Load and test Eligible Member information in the System. MedTrak requires a minimum of two weeks to test the accuracy of the initial Eligible Member information provided. MedTrak is not responsible for inaccuracies in initial Eligible Member information in the System until such time as MedTrak has tested it.
4. Process and adjudicate Claims for Covered Medications submitted by Participating Pharmacies for Eligible Members, including:
 - a. Verification that the Eligible Member is eligible on the date the Drug Product is dispensed.
 - b. Verification that the Drug Product dispensed is a Covered Medication.
 - c. Verification that the supply of the Drug Product dispensed is in the quantity permitted under the Plan Sponsor's Plan.
 - d. Pricing of the Claim.
 - e. Production and issuance of explanations of benefits (EOBs) for out-of-network Claims.
 - f. Production and issuance of Claims checks.
 - g. Tracking or application of any Eligible Member Deductible (as defined on Exhibit D), Copayment (as defined on Exhibit D), or Pharmacy Benefit maximum.
5. Maintain the Claims data supporting the invoice statements for Covered Medications dispensed by Participating Pharmacies and by non-Participating Pharmacies.
6. Provide Plan Sponsor with access to standard management reports.
7. Produce and distribute Cardholder Information, which includes:
 - a. Identification Cards (or Forms)
 - b. Plan information
 - c. Participating Pharmacy directory
 - d. Formulary (if necessary)
8. Conduct retrospective and concurrent drug utilization review and coordinate with Physicians to identify instances of misuse and abuse and prevent future misuse and abuse.
9. When specifically requested by Client, implement a Therapeutic Intervention Program, which is a proprietary program created by MedTrak to educate Eligible Members and their Physicians about preferred Drug Products on the Formulary and encourage Physicians to prescribe, and Eligible Members to use, said Drug Products.
10. Conduct an annual member satisfaction survey and report results to Client if Client agrees to distribute the survey instrument through Client's internal email system.
11. Provide prior authorization ("Prior Authorization") services as set forth and directed by the Client for the Drug Products designated in Pharmacy Benefit implementation documents, as may be updated by the Client from time to time. Drug Products subject to Prior Authorization must meet Client-approved coverage criteria for any such Drug Product to qualify as a Covered Medication. To determine whether any Drug Product should be authorized for coverage under the Plan, MedTrak will apply the applicable coverage criteria and rely on information provided by the Eligible Member's

prescriber. MedTrak will not attempt to make a determination of medical necessity and shall rely on the medical determination made by the prescriber to make a coverage determination.

12. MedTrak agrees to the Performance Guarantees set forth on Exhibit F, attached hereto and incorporated herein by reference.
13. MedTrak agrees to perform appeals as stated in Exhibit C.

[Remainder of page intentionally left blank.]

Exhibit B

Business Associate Addendum

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") is effective as of the date of the agreement between Client (a Covered Entity) and MedTrak (a Business Associate) to which this Addendum is attached (the "Agreement"). Pursuant to the Agreement, MedTrak performs certain services for Client, in connection with which MedTrak may receive from, or create or receive on behalf of, Client health information that is considered PHI (as defined below). To the extent that such PHI is shared between the parties, this Addendum shall apply and shall set forth each party's obligations with respect to such PHI. In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

TERMS

1. Definitions

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Rules (as defined below), the HITECH Standards (as defined below) or any future regulations promulgated or guidance issued by the Secretary (as defined below) thereunder.

- a) Breach. "Breach" shall have the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- b) Electronic Health Record. "Electronic Health Record" shall mean an electronic record of health-related information on an Individual (as defined below) that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- c) Electronic PHI. "Electronic PHI" shall have the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by MedTrak from or on behalf of Client.
- d) HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including without limitation the HIPAA Rules (as defined below) and the HITECH Standards (as defined below), and all future regulations promulgated thereunder.
- e) HIPAA Rules. "HIPAA Rules" means each of the Privacy Rule (as defined below), the Security Rule (as defined below), the Breach Notification Rule, and the Enforcement Rule at 45 CFR Part 160 and Part 164.
- f) HITECH Standards. "HITECH Standards" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found at Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules.
- g) Individual. "Individual" shall have the same meaning as the term "individual" at 45 C.F.R. § 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- h) Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164.
- i) Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, and any amendments thereto, limited to the information created or received by MedTrak from or on behalf of Client.
- j) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- k) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- l) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- m) Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic PHI at 45 C.F.R. Parts 160, 162, and 164.

- n) Unsecured PHI. "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

2. Relationship of Parties

In the performance of the work, duties, and obligations described in this Addendum, the Agreement, or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

3. Obligations and Activities of MedTrak

- a) MedTrak agrees to not use or disclose PHI other than as permitted or required by this Addendum, the Agreement, any other agreement between the parties, or as Required By Law.
- b) MedTrak will make reasonable efforts, to the extent practicable, to limit requests for and the use and disclosure of PHI to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or, if needed by MedTrak, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for MedTrak to perform its obligations to Client under this Addendum, the Agreement, any other agreement between the parties, or as Required By Law.
- c) MedTrak agrees to use appropriate safeguards to prevent the use or disclosure of PHI it creates, receives, maintains, or transmits on behalf of Client, other than as provided for by this Addendum or the Agreement.
- d) MedTrak agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall comply with the applicable requirements of the Security Rule in the same manner such provisions apply to Covered Entity.
- e) MedTrak agrees to mitigate, to the extent practicable, any harmful effect that is known to MedTrak of a use or disclosure of PHI by MedTrak in violation of the requirements of this Addendum.
- f) MedTrak agrees to report to Client any use or disclosure of PHI not provided for by this Addendum of which it becomes aware. To the extent that MedTrak creates, receives, maintains or transmits Electronic PHI, MedTrak agrees to report as soon as practicable to Client any Security Incident, as determined by MedTrak, involving PHI of which MedTrak becomes aware. Notwithstanding the foregoing, MedTrak and Client acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Client acknowledges and agrees that no additional notification to Client of such unsuccessful Security Incidents is required. However, to the extent that MedTrak becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, MedTrak shall notify Client of these attempts and provide the name, if available, of said party. At the request of Client, MedTrak shall identify the date of the Security Incident, the scope of the Security Incident, MedTrak's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known.
- g) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, MedTrak agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of MedTrak agree to the same restrictions, conditions, and requirements that apply through this Addendum to MedTrak with respect to such information.
- h) MedTrak shall provide access, at the request of Client and in a time and manner mutually acceptable to MedTrak and Client, to PHI in a Designated Record Set to Client, or, as directed by Client, to an Individual or another person properly designated by the Individual, as necessary to satisfy Client's obligations under 45 C.F.R. § 164.524. If MedTrak maintains PHI electronically in a Designated Record Set and if an Individual requests an electronic copy of such information, MedTrak must provide Client, or the Individual or person properly designated by the Individual, as directed by Client, access to the PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by MedTrak, Client, and the Individual. Any fee that MedTrak may

charge for such electronic copy shall not be greater than MedTrak's labor and supply costs in responding to the request.

- i) MedTrak agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set as directed or agreed to by Client pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Client's obligations under 45 CFR 164.526, in a time and manner mutually acceptable to MedTrak and Client.
- j) MedTrak agrees to document disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. As of the compliance date set forth in the regulations promulgated under HITECH or as otherwise determined by the Secretary, in addition to the accounting of disclosure obligations required under 45 C.F.R. § 164.528, MedTrak shall account for all disclosures of PHI made through an Electronic Health Record in accordance with the HITECH Standards and any future regulations promulgated thereunder.
- k) Within ten (10) business days (or such other date that MedTrak and Client may reasonably agree upon) of receiving written notice from Client that Client has received a request for an accounting of disclosures of PHI, MedTrak agrees to make available the information collected as required to permit Client to provide an accounting of disclosures as necessary to satisfy Client's obligations under 45 C.F.R. § 164.528.
- l) MedTrak shall make its internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by MedTrak on behalf of Client, available to the Secretary for purposes of determining Client's or MedTrak's compliance with the HIPAA Rules.
- m) To the extent MedTrak is to carry out one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, MedTrak shall comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).

4. Permitted Uses and Disclosures

Except as otherwise limited in this Addendum:

- a) MedTrak reserves the right to **use** PHI for the proper management and administration of MedTrak, to carry out the legal responsibilities of MedTrak, and to provide data aggregation services to Client.
- b) MedTrak may **use or disclose** PHI to perform functions, activities, services, Payment activities, or Health Care Operations for, or on behalf of, Client provided that such use or disclosure would not violate the Privacy Rule if done by Client.
- c) MedTrak may **disclose** PHI in its possession for the proper management and administration of MedTrak, provided that disclosures are Required by Law, or MedTrak obtains reasonable assurances from the third party to whom the information is disclosed that such PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies MedTrak of any instances of which it is aware in which the confidentiality of the PHI has been breached.

5. Obligations of Client

- a) Client shall notify MedTrak in writing of any limitation(s) in its notice of privacy practices, to the extent that such limitation may affect MedTrak's use or disclosure of PHI.
- b) Client shall notify MedTrak, in writing and in a timely manner, of any change in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect MedTrak's permitted or required use or disclosure of PHI.
- c) Client shall notify MedTrak, in writing and in a timely manner, of any restriction to the use and/or disclosure of PHI, which Client has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect MedTrak's use or disclosure of PHI.
- d) Client shall have entered into a "Business Associate Agreement" with any third parties (e.g., case managers, brokers or third party administrators) to which Client directs and authorizes MedTrak to disclose PHI.

6. **Permissible Requests by Client**

Client shall not request MedTrak to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Client.

7. **Termination**

a) **Termination for Cause.** Upon Client's knowledge of a material breach of this Addendum by MedTrak, Client may either:

- i) Provide an opportunity for MedTrak to cure the breach or end the violation and, if MedTrak does not cure the breach or end the violation within the time specified by Client, terminate this Addendum; or
- ii) Immediately terminate this Addendum if MedTrak has breached a material term of this Addendum and cure is not possible.

MedTrak shall ensure that it maintains the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to Section 3(h) hereof.

b) **Effect of Termination.**

- i) Except as provided in paragraph (b)(ii) of this Section, upon termination of this Addendum, for any reason, MedTrak, with respect to PHI received from Client, or created, maintained, or received by MedTrak on behalf of Client, shall:
 - 1. Retain only that PHI which is necessary for MedTrak to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to Client or, if agreed to by Client, destroy the remaining PHI that MedTrak still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as MedTrak retains the PHI; and
 - 4. Not use or disclose the PHI retained by MedTrak other than for the purposes for which such PHI was retained and subject to the same conditions set out in paragraphs (a) and (c) above under "Permitted Uses and Disclosures" which applied prior to termination.
- ii) In the event MedTrak determines that returning or destroying the PHI is not feasible, MedTrak shall provide to Client notification of the conditions that make return or destruction not feasible. MedTrak shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as MedTrak maintains such PHI.
- iii) MedTrak's obligations under this Section shall survive the termination of this Addendum.

8. **Miscellaneous**

- a) **Regulatory References.** A reference in this Addendum to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.
- b) **Amendment.** No change, amendment, or modification of this Addendum shall be valid unless set forth in writing and executed by both parties. Notwithstanding the foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the requirements of HIPAA. Client shall provide written notice to MedTrak to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires an amendment to this Addendum to comply with HIPAA. The parties agree to negotiate an amendment to the Addendum in good faith.
- c) **Interpretation.** Any ambiguity in this Addendum shall be resolved to permit Client and MedTrak to comply with HIPAA.

Exhibit C
Appeals Process

The following is a summary of MedTrak's appeals process related to the Pharmacy Benefit of an Eligible Member, which may be updated from time to time at the discretion of MedTrak or as required by applicable law. The most current version of MedTrak's appeals process is available upon request.

1. Appealing a Denied Claim

If a claim for benefits is denied, you may call MedTrak toll free at (800)771-4648 to resolve your issue over the phone. If MedTrak is unable to resolve your issue, you have the right to file a formal appeal as described below. If you wish to appeal a denied request for benefits or a rescission of coverage, you or your authorized representative must submit your appeal in writing as described below within 180 days of receiving the adverse benefit determination.

This written request should include:

1. the participant's name and ID number as shown on the prescription benefits card;
2. the provider's name;
3. the date of service;
4. the reason you disagree with the denial or coverage decision; and
5. any documentation or other written information to support your appeal.

You or your authorized representative may send a written appeal to: MedTrak Services, Clinical Care Center, 7101 College Blvd, Suite 1000, Overland Park, KS 66210; or fax your request to: (866)552-8939.

For denied urgent claims for benefits, your provider may submit a written appeal as described above or call MedTrak toll free at (800)771-4648 to request an appeal.

Note: You may designate an authorized representative who has the authority to represent you in all matters concerning your claim or appeal of a claim determination. If you have an authorized representative, any references to "you" or "participant" herein will also refer to the authorized representative.

2. Internal Appeal

MedTrak will conduct a full and fair review of your appeal. The appeal may be reviewed by two pharmacists who did not make the initial benefit determination. If MedTrak upholds the denial, you will receive a written explanation of the facts and basis for the denial and a description of additional appeal procedures, if applicable. If MedTrak overturns the denial and approves the Claim, you will receive notification and Benefits will be paid, as appropriate.

If your urgent care claim was denied, you may request an expedited external review at the same time that you request an expedited internal appeal to MedTrak. Immediately upon receipt of your request for an expedited external review, MedTrak will determine whether the request meets the reviewability requirements for an external review. Immediately upon completing this review, MedTrak will (i) submit the request to an independent review organization for external review; (ii) notify you or your provider that the request is not complete, and additional information is needed (along with a list of the information needed to complete the request); or (iii) notify you and/or your provider that the request is complete, but not eligible for review.

3. Reconsideration – Failure to Meet Coverage Criteria

MedTrak applies a review process to certain drugs to define the conditions ("Coverage Criteria") under which such drugs will be covered under your pharmacy benefits. These Coverage Criteria are developed by the MedTrak Clinical Care Center and are subject to review and revision from time to time. In the event such Coverage Criteria are not met, the benefit or claim is not a covered benefit, and therefore not eligible for the other appeal rights provided herein. However, you or your provider may request that MedTrak reconsider the application of the Coverage Criteria. Upon receipt of such request, two pharmacists not involved in the initial review will reconsider the Coverage Criteria denial and provide notice to you of the outcome of such reconsideration.

4. External Review

If you are not satisfied with the determination made during the internal review, or if MedTrak fails to respond to your appeal within the applicable time, you may be entitled to request an immediate external review of the determination made by MedTrak. If one of the above applies, you may request a free external review of an adverse benefit determination if (i) the determination involves a question of medical judgment; (ii) coverage was terminated retroactively; or (iii) if it is otherwise required by applicable law. You may also have the right to pursue external review in the event that MedTrak has failed to

comply with the internal claims and appeals process, except if such failure is related to minor violations that did not cause, and are not likely to cause, you harm.

You may request (i) a standard external review by sending a written request to the address set out in the determination letter or (ii) an expedited external review, in urgent situations as detailed below, by calling MedTrak toll free at (800)771-4648 or by sending a written request to the address set out in the determination letter. A request must be made within 120 days from the date of the final internal determination from MedTrak. An external review request should include (i) a specific request for an external review; (ii) the participant's name, address, and insurance ID number; (iii) your authorized representative's name and address, when applicable; (iv) the service that was denied, the date of service, the provider's name; and (v) any new, relevant information that was not provided during the internal appeal. An external review will be performed by an Independent Review Organization (IRO). MedTrak has entered into agreements with three or more IROs that have agreed to perform such reviews. There are two types of external reviews available, a standard external review and an expedited external review.

5. Standard External Review

Within the applicable time frame, MedTrak will review the external review request to determine whether (i) the applicable member was covered under the Plan at the time the prescription drug product or service at issue in the request was provided or requested; (ii) the applicable internal appeals have been exhausted; and (iii) all the information and forms required to process the request have been provided. Following review, MedTrak will forward the information to the appropriate IRO, which is determined by rotating review assignments among the IROs. MedTrak will provide the assigned IRO with the documents and information considered in making the determination. The documents include (a) all relevant medical records; (b) all other documents relied upon by MedTrak; (c) all other information or evidence that you or your provider submitted regarding the claim; and (d) all other information or evidence that you or your provider wish to submit regarding the claim, including, as explained below, any information or evidence that was not previously provided. If your claim involves an issue of medical judgment or rescission that is subject to external review, you may submit in writing to the IRO within ten (10) business days following the date you receive notice from the IRO, any additional information that you want the IRO to consider when conducting the external review. In reaching a decision, the IRO will review the claim without regard to any decisions or conclusions reached by MedTrak. The IRO will provide written notice of its determination (the "Final External Review Decision") within 45 days after it receives the request for the external review (unless the IRO requests additional time and you agree). The IRO will deliver the notice of Final External Review Decision to you and MedTrak, including the basis for its determination. Upon receipt of a Final External Review Decision reversing the determination by MedTrak, MedTrak will notify you within 48 hours of receiving the IRO's decision. The Plan will immediately provide coverage or payment of the Benefits at issue in accordance with the terms and conditions of the Plan. If the Final External Review Decision is that payment or referral will not be made, the Plan will not be obligated to provide benefits for the prescription drug product or service and you will have exhausted your appeal rights. All Final External Review Decisions by an IRO are final and binding on all parties and not subject to further appeal rights.

6. Expedited External Review

An expedited external review is similar to a standard external review, except with certain shorter time periods, and the timeframe for you or your provider to submit additional information to the IRO is eliminated. In some instances you may file an expedited external review before completing the internal appeals process. You may make a written or verbal request for an expedited external review if you receive either (i) an adverse benefit determination of a claim or appeal if the adverse benefit determination involves a medical condition for which, in the opinion of your prescriber, the time frame for completion of an expedited internal appeal would seriously jeopardize the life or health of the participant or would jeopardize the participant's ability to regain maximum function and you have filed a request for an expedited internal appeal; or (ii) a final appeal decision, if the determination, in the opinion of your prescriber, involves a medical condition where the time frame for completion of a standard external review would seriously jeopardize the life or health of the participant or would jeopardize the participant's ability to regain maximum function, or if the final appeal decision concerns an admission, availability of care, continued stay, or prescription drug product or service for which the participant received emergency services, but has not been discharged from a facility. Immediately upon receipt of the request, MedTrak will determine whether the participant (i) was covered under the Plan at the time the prescription drug product or service that is at issue in the request was provided; and (ii) has provided all the information and forms required so that MedTrak may process the request. After completing the review, MedTrak will immediately assign an IRO in the same manner MedTrak utilizes to assign standard external reviews to IROs. The IRO will determine if the matter contains an issue involving medical judgment and, upon a determination that a request is eligible for expedited external review, MedTrak will provide all necessary documents and information considered in making the determination to the assigned IRO. The IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the same type of information

and documents considered in a standard external review. In reaching a decision, the IRO will review the claim without regard to any decisions or conclusions reached by MedTrak. The IRO will provide notice of the Final External Review Decision for an expedited external review as expeditiously as the participant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request. If the IRO's notice of the Final External Review Decision is not in writing, within 48 hours of providing such notice, the assigned IRO will provide written confirmation of the decision to you and to MedTrak. All Final External Review Decisions by an IRO are final and binding on all parties and not subject to further appeal rights.

7. Time Frames

The following list provides the required timing for the corresponding actions. The timing is based on when the request is received, unless otherwise noted below.

a. Urgent Care Claims

- i. If your Request is complete, MedTrak must notify you and your provider of the benefit determination within 72 hours.
- ii. If your request is incomplete, MedTrak must notify you that it is incomplete within 24 hours.
 1. You must then provide the completed request to MedTrak within 48 hours after receiving the notice requiring additional information.
 2. MedTrak must notify you and your provider of the benefit determination within 48 hours after receiving the additional information.
- iii. If MedTrak denies your request for benefits, you must appeal an adverse benefit determination no later than 180 days after receiving such determination.
- iv. MedTrak must notify you of the internal appeal decision within 72 hours of receiving the appeal.

b. Pre-Service Claims (a Claim submitted prior to receiving the benefit)

- i. If your request for benefits is filed improperly, MedTrak must notify you within 5 days.
- ii. If your request for benefits is incomplete, MedTrak must notify you within 15 days.
- iii. You must then provide completed request for benefits information to MedTrak within 45 days.
- iv. MedTrak must notify you of the benefit determination within 15 days of a completed request or upon the receipt of all additional required information if your initial request was incomplete.
- v. You must appeal an adverse benefit determination no later than 180 days after receiving such determination.
- vi. MedTrak must notify you of the internal appeal decision within 15 days of receiving such appeal.

c. Post-Service Claims – a claim submitted after receiving the benefit

- i. If your claim is incomplete, MedTrak must notify you within 30 days.
- ii. You must then provide completed claim information to MedTrak within 45 days.
- iii. MedTrak must notify you of the benefit determination 30 days of a completed claim filing or upon the receipt of all additional required information if your initial claim was incomplete.
- iv. You must appeal an adverse benefit determination no later than 180 days after receiving such determination.
- v. MedTrak must notify you of the internal appeal decision within 15 days of receiving such appeal.

d. External Review

- i. You must submit a request for external review to MedTrak within 120 days after receiving the internal appeal determination.
- ii. For an expedited external review, the IRO will provide notice of its determination within 72 hours.
- iii. For a standard external review, MedTrak will complete a preliminary review to ensure the request meets requirements for an external review within 5 business days.
- iv. You may submit in writing to the IRO any additional information that you want the IRO to consider within 10 business days.
- v. For a standard external review, the IRO will provide written notice of its determination within 45 days.

Exhibit D
Financial Terms

1. **Definitions**

- a. "Administrative Fee" means the service fee charged by MedTrak for providing pharmacy benefit management services to Client as described herein.
- b. "Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as identified in the Medi-Span Master Drug Database (MDDb) (or other source nationally recognized in the prescription drug industry as approved by the Client) which is used across MedTrak's book of business for all client pricing. The AWP used must be based on the price for the actual 11 digit NDC submitted by the dispensing pharmacy to fill the prescription on the date the drug is dispensed.
- c. "Brand Drug Product" means all single source and multi-source drugs or supplies not determined to be a Generic Drug as determined by indicators set forth in the Medi-Span Master Drug Database (MDDb) and used by MedTrak across their Book of Business for all MedTrak clients and is recognized in the prescription drug industry. For purposes of financial reconciliation, Brand Drugs will be classified as outlined in the Discount and Fee Guarantee pricing section of this document in Exhibit D Financial Terms.
- d. "Compound Drug" means a medication prepared by a pharmacist by combining, mixing or altering ingredients for an individual member in response to a licensed practitioner's prescription. MedTrak agrees that Compounds dispensed at both retail and mail order will be priced at the submitted U&C, which must follow the formulas listed in Exhibit G as attached hereto and incorporated herein by reference, but which Total Ingredient Cost shall not exceed 150% of the combined AWP of the individual ingredients from which the Drug Product was compounded.
- e. "Copayment" or "Deductible" or "Member Copayment" or "Coinsurance" or other charge, collectively known as "Copayment" shall mean any portion of the charge for each Prescription Drug Claim that is the responsibility of the Member to pay (e.g. copay, coinsurance, deductible, physician and patient selection copay penalty, excess copay charges, ancillary fees, etc.). Copayment can be a defined dollar amount or percentage of eligible expenses.
- f. "Dispensing Fee" means the amount paid by MedTrak to the filling pharmacy, excluding the Total Ingredient Cost, to dispense a Covered Product to a Member.
- g. "Generic Drug Product" or "Generic Drug" means all single source and multisource drugs or supplies, accepted by the U.S. Food and Drug Administration as therapeutically equivalent and/or interchangeable with drugs having identical amount of the same active ingredient, and is determined by indicators set forth in the Medi-Span Master Drug Database (MDDb) and used by MedTrak across their Book of Business for all MedTrak clients and is recognized in the prescription drug industry. For purposes of financial reconciliation, Generic Drugs will be classified as outlined in the Discount and Fee Guarantee pricing section of this document.
- h. "Gross Drug Cost" means the total discounted cost of the Prescription Drug Claim plus any applicable Dispensing Fee, sales tax or other tax applied.
- i. "House Generic" means a Brand Drug submitted with a DAW 5 code whereas the pharmacy is reimbursed at a Generic drug discount, including MAC.
- j. "Limited Distribution Drug" or "LDD" means a Drug that is only available through a limited number of specialty pharmacies.
- k. "Maximum Allowable Cost" or "MAC" or "MAC List" means the maximum allowable cost per unit of drug that a pharmacy will be reimbursed as determined by MedTrak. MedTrak agrees to provide its MAC List, with pricing, to Client or Client's Agent from time to time upon request.
- l. "Net Ingredient Cost" means the Total Ingredient Cost of the Prescription Drug Claim less Copayment.

- m. "New to Market Specialty Drugs" are those specialty medications that are within 6 months or less of the product launch date.
- n. "Orphan Drug" means a drug intended for use in a rare disease or condition as defined by the Orphan Drug Act.
- o. "Pharmacy Submitted Cost" means the full cost submitted by the dispensing pharmacy to the PBM.
- p. "Secondary Claim" or "COB" means a claim for a Member who has secondary coverage under the Client's plan and who has primary coverage under a separate plan. A secondary claim has first been submitted to the primary plan for reimbursement and the Client has responsibility to pay only the unpaid balance from the primary plan.
- q. "Single-Source Generic Drug Product" means a generic drug with one manufacturer, regardless of exclusivity status.
- r. "Specialty Drug" means a high-cost, complex pharmaceutical that has unique clinical, administration, distribution, or handling requirements and is not commonly available through traditional retail or mail pharmacies. A Specialty Drug List is maintained by MedTrak, as may be updated from time to time in MedTrak's discretion, and updates will be provided to Client on a quarterly basis as requested.
- s. "Specialty Drug List" means a list of Specialty Drugs, Limited Distribution Drugs, and Orphan Drugs maintained by MedTrak and updated from time to time in the sole discretion of MedTrak.
- t. "Total Ingredient Cost" means the total discounted cost of the Prescription Drug Claim for any Covered Product excluding Dispensing Fees, ancillary fees, Administrative Fees, sales tax or Rebates and prior to the application of any Copayment.
- u. "Usual and Customary Charge" or "U&C" means the retail price charged by the dispensing pharmacy for a prescription medication in a cash transaction on the date the drug is dispensed.
- v. "Zero Balance Due" or "ZBD" claim means any claim where the Member pays the total amount of the Gross Drug Cost of a claim and the amount of the Gross Drug Cost paid by the plan is zero.

2. Retail Pharmacy Paid Claim Charge

For each Covered Medication dispensed by a retail Participating Pharmacy to an Eligible Member, Client agrees to pay MedTrak the Gross Drug Cost less any applicable Copayment or Deductible, as described in the Plan. Gross Drug Cost will include discounts and dispensing fees calculated as:

- a. For Brand Drug Products, 30-Day's Supply, the lessor of: (i) AWP – 17% plus a \$1.00 dispensing fee, or (ii) the U&C.
- b. For Generic Drug Products, 30-Day's Supply, the lessor of: (i) MAC plus a \$1.00 dispensing fee, (ii) AWP – 17% plus a \$1.00 dispensing fee; or (iii) the U&C.
- c. For Brand Drug Products, 90-Day's Supply, the lessor of: (i) AWP – 20% plus a \$0.00 dispensing fee, or (ii) the U&C.
- d. For Generic Drug Products, 90-Day's Supply, the lesser of: (i) MAC plus a \$0.00 dispensing fee, (ii) AWP – 20% plus a \$0.00 dispensing fee, or (iii) the U&C.
- e. For Compound Drugs, the U&C, not to exceed one-hundred and fifty percent (150%) of the AWP of the submitted Drug Product.

For purposes of the foregoing provisions in this Exhibit D, any reference to "Retail 30" or "30-Days' Supply" or "30-day supplies" shall mean any Covered Medication dispensed in a 1- to 83-day supply; and, provided further, any reference to "Retail 90" or "90-Days' Supply" or "90-day supplies" shall mean any Covered Medication dispensed in a days' supply of 84 or more.

Subject to the terms and conditions herein, MedTrak shall provide Client with the following dollar-for-dollar minimum financial guarantees with respect to Retail Pharmacy Paid Claim Charges:

Post-AWP Settlement Minimum Discount Guarantees & Maximum Dispensing Fees	
Type	Retail
Retail 30 Brand Drug Products	AWP – 17% Discount \$1.00 Dispensing Fee
Retail 90 Brand Drug Products	AWP – 20% Discount \$0.00 Dispensing Fee
Retail Generic Drug Products (30-day supplies)	AWP – 76.25% Discount \$1.00 Dispensing Fee
Retail Generic Drug Products (90-day supplies)	AWP – 81% Discount \$0.00 Dispensing Fee

All pricing components listed in charts above will be guaranteed, reviewed, auditable and reconciled separately with no offset between any of the individual price components.

There will be no minimum charge to member or Client that will be applied to any retail prescriptions.

AWP discount guarantees apply to Covered Products and are based on the Total Ingredient Cost.

Classification of Brand Drugs or Generic Drugs will not be based on the Copayment applied to the respective claim.

AWP discount guarantees will be calculated using the following equation: $1 - (\text{Total Ingredient Cost} / \text{Total AWP})$.

All discount, fee and rebate guarantees will be measured and reconciled annually within 90 days of the contract year end.

The following shall be excluded from the effective rate discount guarantees for Retail. These claims will be paid by Client and/or Member according to the amount charged to PBM based on plan provisions.

- U&C Claims
- Compound Claims
- Secondary (COB) Claims
- Claims adjudicated at pharmacy submitted cost
- Claims filled at non-traditional facilities (including veterans administration facilities, long term care, inpatient care facilities, nursing homes, Native American facilities, and infusion pharmacies)
- Member-submitted claims (DMR's)
- Subrogation Claims
- Reversal Claims
- Rejected Claims
- Adjustment Claims
- Specialty Covered Drug Claims (note: Specialty Claims are subject to separate guarantees which are listed below)
- Claims where there is a state or federal mandated reimbursement rate applicable to such Claims
- Claims for Covered Drugs dispensed in Hawaii, Puerto Rico, and the U.S. Territories (Guam, US Virgin Islands, American Samoa, Northern Mariana Islands)

Generic guarantees for both Retail and Mail will include all Single-Source Generics, multi-source generics, generics in their exclusivity period, generics subject to patent litigation, Authorized generics, limited supply generics, House Generics, Brands with a DAW5 applied to the claim, MAC'd generics, Non-MAC'd generics, and all generics for all Orange Book Therapeutic Equivalence Evaluation Codes.

Dispensing Fee Guarantees will be calculated, measured, reported and reconciled separately for Retail Brand, Retail Generic, Mail Brand, Mail Generic, and Specialty Drugs. Dispensing Fee calculations will include ZBD claims and will exclude U&C claims, Compound claims, Secondary claims, member submitted claims, Subrogation claims, reversal claims and adjustment claims.

U&C claims will not be assessed a dispensing fee.

Additionally, if Client requires MedTrak to include any currently non-contracted pharmacies as Participating Pharmacies, and MedTrak is unable to obtain rates from such pharmacies as favorable as those guaranteed by MedTrak hereunder, then Claims from such pharmacies shall also be excluded from the financial guarantees hereunder. If at any time applicable laws, regulations or administrative or judicial interpretations or rulings increase the amounts MedTrak must pay to Participating Pharmacies, the foregoing financial guarantees will be amended by mutual agreement of the parties to reflect such increase.

3. Mail Pharmacy Paid Claim Charge

The mail Participating Pharmacy designated by MedTrak and approved by Client is the exclusive provider of mail Pharmacy Services. For each Covered Medication dispensed by the mail Participating Pharmacy to an Eligible Member, Client agrees to pay MedTrak the mail pharmacy Gross Drug Cost less any applicable Copayment or Deductible, as described in the Plan. Gross Drug Cost will include discounts and dispensing fees calculated as:

- a. For Brand Drug Products, AWP – 25% plus a \$0 dispensing fee.
- b. For Generic Drug Products, AWP – 80% plus a \$0 dispensing fee.

The following shall be excluded from the effective rate discount guarantees for Mail. These claims will be paid by Client and/or Member according to the amount charged to PBM based on plan provisions.

- U&C Claims
- Compound Claims
- Secondary (COB) Claims
- Claims adjudicated at pharmacy submitted cost
- Claims filled at non-traditional facilities (including veterans administration facilities, long term care, inpatient care facilities, nursing homes, Native American facilities, and infusion pharmacies)
- Member-submitted claims (DMR's)
- Subrogation Claims
- Reversal Claims
- Rejected Claims
- Adjustment Claims
- Specialty Covered Drug Claims (note: Specialty Claims are subject to separate guarantees which are listed below)
- Claims where there is a state or federal mandated reimbursement rate applicable to such Claims
- Claims for Covered Drugs dispensed in Hawaii, Puerto Rico, and the U.S. Territories (Guam, US Virgin Islands, American Samoa, Northern Mariana Islands)

Generic guarantees for Mail will include all single source generics, multi-source generics, generics in their exclusivity period, generics subject to patent litigation, Authorized generics, limited supply generics, House Generics, Brands with a DAW5 applied to the claim, MAC'd generics, Non-MAC'd generics, and all generics for all Orange Book Therapeutic Equivalence Evaluation Codes.

4. Best-In-Class Specialty Pharmacy Paid Claim Charge

The "Best-In-Class Specialty" Participating Pharmacies designated by MedTrak and approved by Client are the exclusive providers of specialty Pharmacy Services. If and when Client elects to participate in MedTrak's Best-In-Class Specialty Pharmacy program, for each Covered Medication that is a Specialty Drug, and dispensed by a Best-In-Class Specialty Participating Pharmacy, Client agrees to pay MedTrak the Gross Drug Cost "The Specialty Drug List, which may be updated from time to time in MedTrak's discretion will be provided to Client upon request. The Gross Drug Cost includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The Gross Drug Cost does not include the cost of home infusion supplies, devices and in-home nursing services. MedTrak reserves the right to modify the Specialty Drug List from time to time.

Notwithstanding the foregoing, and subject to the terms and conditions herein, with respect to Specialty Drugs dispensed by authorized BIC Specialty Pharmacies only, MedTrak shall provide Client with the following minimum financial guarantee. Additionally, Specialty Drug discounts and Dispensing Fees will be guaranteed individually for each drug on the Specialty Drug List, which will be provided to Client upon request, and in the aggregate as follows:

Post-AWP Settlement Minimum Discount Guarantees & Maximum Dispensing Fees	
Type	Best-in-Class (BIC) Network
Specialty Drugs	AWP – 18% Discount \$0 Dispensing Fee

The following types of Claims shall be excluded from the foregoing BIC Specialty guarantees: Compound Drug Claims; reversed Claims; OTC Drug Products; only the Limited Distribution Drugs (which may include Orphan Drugs) which are not available via a BIC Network pharmacy; U&C Claims; and Claims for any Specialty Drug Products dispensed by a pharmacy that is not a BIC Specialty Pharmacy awarded that particular Specialty Drug Product. Note that with respect to Specialty Drug Products dispensed by a pharmacy that is not a BIC Specialty Pharmacy awarded that particular Specialty Drug Product, MedTrak will bill to Client, and Client shall pay MedTrak, the Non Best-In-Class Specialty Pharmacy Paid Claim Charge specified further below in this Exhibit D.

Non-Specialty medications dispensed from the Specialty pharmacy will be priced at mail order rated and included with the mail service pricing guarantees.

Specialty drugs dispensed at retail pharmacies will be included in the retail discount guarantees.

All new to market FDA approved Specialty medications that are added to the Specialty drug list after the effective date will be included in the overall annual aggregate specialty guarantees.

All new to market FDA approved Specialty medications will be assigned an individual discount guarantee within 30 days of the medication's entry to the market.

All Specialty medications will be included in the Overall Effective Discount Guarantee for Specialty.

This rate includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The rate does not include the cost of home infusion supplies, devices and in-home nursing services. This rate also does not apply to Limited Distribution Drugs which are not available via a BIC Network pharmacy, which are negotiated separately.

5. Non-Best-In-Class Specialty Pharmacy Paid Claim Charge

In the event that a Specialty Drug, Limited Distribution Drug, or Orphan Drug is dispensed from a pharmacy other than the Best-In-Class Specialty Participating Pharmacy listed on the Specialty Drug List, Client agrees to pay MedTrak the Gross Drug Cost less any applicable Copayment and/or Deductible, as described in the Plan. Gross Drug Cost will include discounts and dispensing fees calculated as:

- a. For Brand Drug Products, AWP – 12% plus a \$0.75 dispensing fee.
- b. For Generic Drug Products, AWP – 12% plus a \$0.75 dispensing fee.

The Non-Best-In-Class Gross Drug Cost includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The Non-Best-In-Class Specialty Pharmacy Service Fee does not include the cost of home infusion supplies, devices and in-home nursing services.

MedTrak will submit all Claims for Limited Distribution Drugs by Non-Best-In-Class Specialty Pharmacies to Client for authorization.

Limited Distribution Specialty Drugs will be included in the retail specialty discount and rebate guarantees.

6. Discount Guarantee Methodology

The parties hereby acknowledge and agree that with respect to all guaranteed discounts off of AWP set forth in this Exhibit D, such discount guarantees shall not be deemed to be part of an overall aggregate discount guarantee package offered by MedTrak under this Agreement; *provided, further*, that: (i) MedTrak's performance with respect to all such discount guarantees in this Exhibit D will be measured and reconciled independently and annually by MedTrak within 180 days after each contract year during the Term of the Agreement; and (ii) to the extent MedTrak outperforms any one or more of these discount guarantees, MedTrak may not use the cost savings associated with such outperformance and apply those savings to offset any underperformance by MedTrak with respect to any other discount guarantee in this Exhibit D. MedTrak will pay 100% of each individual guarantee's shortfall value on a dollar-for-dollar basis within 180 days after each contract year.

7. Administration Charge

- a. For each Paid Claim, Client agrees to pay MedTrak \$0.00
- b. For each Non-Paid Claim, Client agrees to pay MedTrak \$0.00
- c. For each U&C Claim, Client agrees to pay MedTrak \$0.00.
- d. For each Claim submitted manually by MedTrak ("Keyed Claim"), Client agrees to pay MedTrak an additional Administration Charge of \$2.50.
- e. If selected by Client, for access to the RightCHOICE Program, if and only when elects participation in such program, Client agrees to pay MedTrak an additional Administration Charge of \$0.15 per Claim.
- f. For each Prior Authorization requiring Pharmacist involvement, Client agrees to pay MedTrak an additional Administration Charge of \$5.00.
- g. For each Prior Authorization requiring a Pharmacist and Physician involvement, Client agrees to pay MedTrak an additional Administration Charge of \$25.00.
- h. For each Vaccine Claim covered by Client and processed through a Participating Pharmacy contracted with MedTrak to administer Vaccines, Client agrees to pay an additional Vaccine Administration Charge of up to, but not more than, \$25.00 per Claim.

8. Miscellaneous Charges

- a. Cardholder Identification ("ID") Cards – MedTrak issues initial Cardholder ID Cards to Client prior to the Effective Date at \$0 per ID Card. After the Effective Date, MedTrak issues Cardholder ID Cards to Client at \$1.00 per ID Card. If Client requests MedTrak to send Cardholder ID Cards to each Cardholder, Client agrees to pay MedTrak's applicable postage costs. Notwithstanding the foregoing, Client may utilize the Implementation Credit described below to pay for any such costs.
- b. Identification Card (or Form) Customization – Pricing available upon request.
- c. External Appeal of Coverage Denial – Pursuant to the Appeals Process set forth on Exhibit C, MedTrak may request an external appeal review from an accredited independent review organization ("IRO") in the event of a coverage denial. MedTrak will pass through all costs of the IRO to Client to be paid by Client as a billed charge pursuant to the payment terms of this Agreement; provided however, MedTrak will not mark up any such costs charged by the IRO.
- d. COBRA Administration – For Clients that wish to carve out COBRA administration for the Pharmacy Benefit, MedTrak will charge the Eligible Members 2% of total COBRA premium.
- e. Notwithstanding any other charges expressed herein, MedTrak acknowledges and agrees that MedTrak is providing an implementation allowance (the "Implementation Credit") of up to \$5,000, which Client may utilize to pay for any administrative costs of implementation with MedTrak, subject to providing appropriate documentation to validate such costs. MedTrak shall provide any such Implementation Credit in the form of invoice credits to Client, unless the parties mutually agree on some other form of credit.
- f. Consultant Fee: \$3.00 per claim will be billed to Client and paid quarterly to Remedy Analytics for consulting services per the Master Service Agreement executed by Client with Remedy Analytics.

9. Formulary Program Discounts

Under certain conditions, MedTrak will pay Formulary Program (as defined below in Exhibit E to this Agreement) discounts, in the form of Rebates, to Client subject to Client's participation in the Formulary Program and overall

compliance with Exhibit E to this Agreement. Client agrees that Rebate payments are based upon Plan design over which MedTrak has no discretionary control or authority, and such Rebate payments are subject to change due to various factors, as described in this Agreement. Rebate payments are made within thirty days after six months from the end of the quarter in which Paid Claims were incurred. Rebates will be paid to Client as follows:

- a. For each eligible Brand Drug Product, as described in Exhibit E, that is a Covered Medication dispensed through a retail pharmacy, MedTrak shall pay Client the greater of 80% of collected rebates or the minimum rebate guarantee of \$50.00.
- b. For each eligible Brand Drug Product, as described in Exhibit E, that is a Covered Medication dispensed through a retail pharmacy for a 90-day supply, MedTrak shall pay Client the greater of 80% of collected rebates or the minimum rebate guarantee of \$150.00.
- c. For each eligible Brand Drug Product, as described in Exhibit E, that is a Covered Medication dispensed through a mail pharmacy, MedTrak shall pay Client the greater of 80% of collected rebates or the minimum rebate guarantee of \$150.00.
- d. For each eligible Brand Drug Product, as described in Exhibit E, that is a Specialty Drug Covered Medication dispensed through a contracted pharmacy, MedTrak shall pay Client the greater of 80% of collected rebates or the minimum rebate guarantee of \$250.00.

Rebate Guarantees will be calculated, measured, reported and reconciled separately for Retail, Mail and Specialty. Per Brand Rebate Guarantees will include all Brand Drugs (including ZBD claims and U&C claims). Rebate guarantees are per brand claim guarantees regardless of day supply. Rebate guarantees include member submitted claims, OTC product claims, claims older than 180 days old, and claims in indemnification type plans, and are per-Brand guarantees regardless of days' supply.

10. TPA Fee Disclosure

Client acknowledges that it has retained Millennium Administrators, Inc. ("TPA") as its third party administrator and to assist with Client's Pharmacy Benefit Plan and/or this Agreement (the "TPA Services"); and, for so long as Client authorizes TPA as such, MedTrak is hereby directed to pay TPA on Client's behalf, from any amounts received from Client under this Agreement, the amount set forth below, which will be paid generally by MedTrak on a quarterly or other periodic basis agreeable to the parties (the "TPA Fee"). The TPA Fee will compensate TPA for such TPA Services performed on behalf of Client, and will be calculated and paid \$1,500 per month (to be paid in quarterly amounts of \$4,500).

Exhibit E
Formulary Program

1. **Definitions**

- a. "Formulary Program" means a program established by MedTrak under which pharmaceutical manufacturers provide MedTrak with discounts, which are (i) due and payable to MedTrak pursuant to the terms of contracts with pharmaceutical manufacturers; and (ii) directly attributable to the dispensing of Covered Medications on the Formulary to Eligible Members.
- b. "Formulary Program Claim Exclusions" means (i) Claims where MedTrak is the secondary payer, (ii) Claims for Compound Drugs, , and (iii) Claims for Covered Medications filled at Participating Pharmacies that qualify for 340B pricing under Section 340B of the Public Health Services Act.
- c. "Rebates" means any monies payable to MedTrak or its affiliates by a pharmaceutical manufacturer or a third party for medications dispensed to Client's members. Rebates include any manufacturer administrative fees, data fees, market share rebates, access rebates, incentive rebates, and any other amount received by MedTrak pursuant to MedTrak's contract with the pharmaceutical manufacturer or third party.

2. **Terms of Formulary Program**

- a. MedTrak agrees to allow Client to participate in the Formulary Program in Client's sole discretion, and MedTrak agrees to pay certain Formulary Program discounts to Client to the extent such Formulary Program discounts are attributable to Client's participation in the Formulary Program and Eligible Members' use of the Formulary, and as are described in Exhibit D, but if and only if Client meets its obligations under Exhibit D and this Exhibit E of this Agreement, and if and only if Client meets such other reasonable and generally applicable requirements for participation in the Formulary Program and associated parameters as may be communicated by MedTrak to Client from time to time.
- b. Client (or its Agent) shall have sole discretion regarding participation in MedTrak's Formulary Program, which may include, but is not limited to, the distribution of Formularies to Cardholders prior to the Effective Date and as necessary thereafter, and which participation shall require Client's conformance to the Formulary. By choosing to participate in the Formulary Program, Client further warrants that Client is not participating in any other formulary program and that Client's Agent is not participating in any other formulary program on behalf of Client.
- c. Client understands that its eligibility to receive any payments from MedTrak under this Exhibit E may change from time to time due to changes in Client's Plan; changes in laws, including but not limited to laws affecting prescription drug benefits, benefits structure, or pricing (including Rebates); the selection of certain services, such as prior authorization or open formulary management; or any change in the Formulary Program. Client acknowledges and agrees that Formulary Program Claim Exclusions are not eligible for such payments.
- d. Subject to Client's participation in the Formulary Program and compliance with Sections 2.b. and 2.c., above, MedTrak shall pay to Client certain amounts received by MedTrak as discounts or Rebates, pursuant to the Formulary Program, from drug manufacturers or intermediaries, which amounts are denominated as discounts or Rebates by such manufacturers or intermediaries and which are attributable to Pharmacy Services utilized by Eligible Members, and consistent with the amounts provided for in accordance with Exhibit D hereto. Client acknowledges and agrees that it shall not have a right to interest on, or the time value of, any discount, Rebate or other payments received by MedTrak during the collection period for monies payable to Client under this Exhibit E. Client acknowledges that Rebate payments from manufacturers or intermediaries are received on a periodic basis by MedTrak and relate to earlier months' claims. MedTrak reserves the right to delay payment to Client of any amounts hereunder, and to offset any Rebate payments otherwise due hereunder.

- e. Client acknowledges that it may be eligible for Rebate payments under this Agreement only so long as Client (or its Agent) does not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs without MedTrak's prior written consent. In the event that Client negotiates or arranges with a pharmaceutical manufacturer or intermediary for rebates or similar discounts, without limiting MedTrak's right to other remedies, MedTrak may immediately terminate Client's participation in the Formulary Program, and/or recover from Client all amounts paid by MedTrak to Client for Rebates on claims submitted by Client (or on behalf of Client) for Rebates other than through MedTrak.
- f. Client hereby represents and warrants, and shall recertify on a periodic basis in a form acceptable to MedTrak, with respect to any Plan which receives funding from Medicare/Medicaid, Title V, Children's Medical Services, or another government healthcare program as defined in Section 1128(h) of the Social Security Act (or any successor thereto) ("Government Programs") and for which the Client receives amounts hereunder that are attributable to such Plan, each such Plan is operating under a risk contract with the Centers for Medicare and Medicaid Services ("CMS") or a state Medicaid program, and operates in accordance with §§ 1876(g) or 1903(m) of the Social Security Act, under a federal statutory demonstration authority or successor statute or authority. Client agrees to notify MedTrak in writing of any such Plan that does not meet any of the criteria set forth herein, and MedTrak, in compliance with applicable law, shall not submit prescription drug claims for any Eligible Members in such Plan for prescriptions filled by a Participating Pharmacy. Nothing herein prohibits a Client that receives the retiree drug subsidy ("RDS") from CMS for eligible Plan Participants under the Medicare Part D Rules (42 C.F.R. Part 423, Subpart R) from receiving Rebates relating to such eligible Plan Participants' prescription drug claims under this Agreement. The parties hereto acknowledge and agree that any Rebate reimbursement provided to Client pursuant to this Agreement is a "discount" under 42 U.S.C. § 1320a-7b(b)(3) and 42 C.F.R. § 1001.952(h) (the "Discount Safe Harbor"). For the purpose of complying with the Discount Safe Harbor, MedTrak shall clearly denote in invoices and other statements amounts that constitute Rebate reimbursement hereunder. Client shall properly disclose and appropriately reflect all Rebate reimbursement in the costs claimed or the charges made to any Government Program. Without limiting the foregoing, if Client claims a subsidy from CMS for eligible Plan Participants under the Medicare Part D Rules (42 C.F.R. Part 423, Subpart R), Client shall properly disclose and appropriately reflect any Rebate reimbursement paid by MedTrak to Client in the Allowable Retiree Costs (as defined at 42 C.F.R. § 423.882) and other information submitted to CMS for payment of such subsidy in accordance with the Medicare Part D Rules, all applicable sub-regulatory guidance and CMS policies.

Exhibit F
Performance Guarantees

MedTrak commits to the following performance standards ("Performance Guarantees" or "PGs"), which shall each be measured on the periodic basis specified in the far-right-hand column in the table below, and reported within 30 days after the end of such period. These Performance Guarantees will then be reconciled annually by the parties for the purposes of determining MedTrak's overall compliance with each Performance Guarantee or taking such other corrective action as may be agreed to by the parties. Payment of any applicable "Financial Penalty(ies)" (as set forth under the applicable column heading below) will be made by MedTrak within ninety (90) days after the annual reconciliation, subject to all applicable Performance Guarantee Terms and Conditions as may be agreed to by the parties. Notwithstanding the foregoing, MedTrak shall not be required to pay more than \$15,000 in the annual aggregate for the single or combined failure of any one or more of these Performance Guarantees; *provided, further*, that notwithstanding any of the specific "Financial Penalty" amounts set forth below, Client shall have the right to allocate a larger or smaller percentage of the total annual \$15,000 amount to any Performance Guarantee failed by MedTrak, if any, in Client's discretion.

Performance Measure	Performance Definition	Financial Penalty	Measurement / Reporting Frequency
Administration			
Eligibility Postings	98% of clean eligibility updates provided in MedTrak's standard electronic format will be posted by MedTrak within two (2) business days; 100% will be posted within four (4) business days	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Group Additions	New groups will be operational by the mutually agreed upon effective date (assumes required documents and data submitted to MedTrak by requested dates)	\$2,000 for any instance in which PG was not met	One Time
Physician Notification of Prior Authorization Determination	Notification of Eligible Member prior authorization denials will be communicated to the Eligible Member and physician 98% of the time within 24 hours	\$2,000 for the calendar quarter in which PG was not met	Quarterly
System Availability	POS system required by Participating Pharmacies to process Client's claims will be available to process at least 99.5% of original prescriptions	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Implementation			
Program Effective Date	Program will be operational by the mutually agreed upon effective date (assumes required documents and data submitted to MedTrak by requested dates)	\$2,000 for any instance in which PG was not met	One Time
Accurate ID Card Production	ID cards (plastic or laser) will be produced accurately by MedTrak as specified in the ID card approval form signed by the Client (or authorized representative)	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Timeliness of ID Card Production	ID Cards for new groups (plastic or laser) will be produced and mailed within seven (7) calendar days of MedTrak's receipt of clean eligibility information.	\$2,000 for any instance in which PG was not met	One Time
Member Services			
Call Answering	Eligible Members' calls will be answered on average within 15 seconds during normal customer service hours of operation	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Call Abandonment Rate	Less than 3% of calls will be abandoned (<i>i.e.</i> , the Eligible Member disconnects after six seconds from having placed the call to MedTrak)	\$2,000 for the calendar year in which PG was not met	Annually
Member Keyed Claims	99% of keyed claims received from Eligible	\$2,000 for the calendar	Quarterly

	Members will be submitted correctly by MedTrak, based upon the provisions detailed in MedTrak's Pharmacy Benefit Plan Document	quarter in which PG was not met	
Member Satisfaction Rate	90% of Eligible Members will be identified as satisfied, very satisfied, or extremely satisfied with MedTrak's customer service, as measured with a statistically valid sample using an online Eligible Member satisfaction survey	\$2,000 for the calendar year in which PG was not met	Annually
Written Inquiries (via MedTrak website)	100% of written inquiries directed to MedTrak customer service via MedTrak's website will be responded to within five (5) business days	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Pharmacy			
Best-In-Class ("BIC") Specialty Pharmacy Call Answering	Eligible Members' calls to BIC Specialty Pharmacies will be answered on average within 40 seconds during normal customer service hours of operation	\$2,000 for the calendar quarter in which PG was not met	Quarterly
BIC Specialty Pharmacy Fill Accuracy	BIC Specialty Pharmacies will fill Specialty Drug orders accurately and in accordance with the Physician's Prescription Order, as measured by a dispensing accuracy rate of no less than 99.5% for all Eligible Member Specialty Drug prescriptions filled in the applicable calendar quarter	\$2,000 for the calendar quarter in which PG was not met	Quarterly
BIC Specialty Pharmacy Overall Satisfaction Performance	90% of Eligible Members will be identified as satisfied, very satisfied, or extremely satisfied with BIC Specialty Pharmacies' performance, as reported by an Eligible Member satisfaction survey with a statistically valid sample using an online and/or written survey tool	\$2,000 for the calendar year in which PG was not met	Annually
BIC Specialty Pharmacy Turnaround Times	For at least 98% of Eligible Member Specialty Drug prescriptions meeting the conditions below, BIC Specialty Pharmacies will deliver the Specialty Drugs on the indicated date-of-need, provided the applicable initial Prescription Order is received by the BIC Specialty Pharmacy at least 14 business days in advance, or the applicable Prescription Refill is received by the BIC Specialty Pharmacy at least 3 business days in advance	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Retail Pharmacy Contracting	Once an Eligible Member notifies MedTrak of a non-participating retail pharmacy that is duly licensed and qualified to be a Participating Pharmacy in MedTrak's network, MedTrak will extend a contract offer to such pharmacy within forty-eight (48) business hours	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Mail Order Pharmacy Overall Satisfaction Performance	90% of Eligible Members will be identified as satisfied, very satisfied, or extremely satisfied with the Mail Order Participating Pharmacy(ies)'s performance, as reported by an Eligible Member satisfaction survey with a statistically valid sample using an online and/or written survey tool	\$2,000 for the calendar year in which PG was not met	Annually
Mail Order Pharmacy Call	80% of Eligible Members' calls to Mail Order	\$2,000 for the calendar	Quarterly

Answering	Pharmacy(ies) will be answered on average within 20 seconds during normal customer service hours of operation	quarter in which PG was not met	
Mail Order Pharmacy Fill Accuracy	Mail Order Pharmacy(ies) will fill mail service Prescription Orders accurately and in accordance with the Physician's Prescription Order, as measured by a dispensing accuracy rate of no less than 99.5% for all Eligible Member mail order prescriptions filled in the applicable calendar quarter	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Mail Order Pharmacy Turnaround Times	For at least 98% of pharmacist-approved clean mail service prescriptions meeting the conditions below, the Mail Order Pharmacy(ies) will process and ship the prescription within five (5) business days; provided, that clean prescriptions shall mean those Eligible Member prescriptions that do not require intervention by or with the Eligible Member, the prescriber or the Client / Plan Sponsor	\$2,000 for the calendar quarter in which PG was not met	Quarterly
Reporting			
Timeliness of Report Delivery	All standard reports will be provided to the Client or made available online within 30 days after the end of the applicable reporting cycle	\$2,000 for the calendar quarter in which PG was not met	Quarterly

Exhibit G
Compound Drug Pricing Formulas

<u>Pain Gels</u>	<u>Min Price</u>
≤ 2 ingredients 0-120g = \$1.27/g; 121-240g = \$1.08/g; 241+ = \$0.89/g	\$100.00
3 ingredients 0-120g = \$1.42/g; 121-240g = \$1.21/g; 241+ = \$0.99/g	\$100.00
4+ ingredients 0-120g = \$1.56/g; 121-240g = \$1.33/g; 241+ = \$1.09/g	\$100.00
High Cost ingredients- acq cost * 1.25 plus \$60.00 (if applicable)	

<u>HRT topicals</u>	<u>90gm Min Price</u>
≤ 2 ingredients 0-59 = \$1.55 each; 60+ = \$1.32 each	\$100.00
3 ingredients 0-59 = \$1.70 each; 60+ = \$1.45 each	\$100.00
4+ ingredients 0-59 = \$1.85 each; 60+ = 1.57 each	\$100.00



DEPARTMENT OF LAW

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

June 8, 2017

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

RECEIVED

JUN 08 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A SERVICE AGREEMENT BY AND BETWEEN MEDTRAK SERVICES, LLC, A MISSOURI LIMITED LIABILITY COMPANY ("MEDTRAK") AND THE CITY OF SCRANTON ("CLIENT") TO PROVIDE PHARMACY BENEFIT MANAGEMENT SERVICES.

Respectfully,

Jessica L. Boyles, Esquire
City Solicitor

JLB/sl