

AGENDA
REGULAR MEETING OF COUNCIL
July 6, 2017
6:30 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES:
 - 3.A AGENDA FOR THE BOARD OF ZONING APPEALS MEETING TO BE HELD JULY 12, 2017.

[Agenda for Board of Zoning Appeals Meeting to be held 7-12-17.pdf](#)
 - 3.B SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON REPORT 2016-2017 YEAR TO DATE JUNE 30, 2017.

[Single Tax Office City Funds Distributed June 2016-2017.pdf](#)
 - 3.C TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD JULY 19, 2017.

[Tax Assessor's Report for 7-19-17.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 - CLOSING AND VACATING A PORTION OF WRIGHT COURT BETWEEN LINDEN STREET AND THE FORMERLY VACATED PORTION OF WRIGHT COURT.

[Ordinance-2017 Closing & Vacating Portion of Wright Court.pdf](#)

- 5.C FOR INTRODUCTION - A RESOLUTION - APPOINTMENT OF AJA E. WENTUM, 711 HARRISON AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE JUNE 23, 2017. MR. WENTUM WILL BE REPLACING SUSAN BLUM CONNORS WHO RESIGNED ON JUNE 12, 2017. MR. WENTUM WILL FILL THE UNEXPIRED TERM OF SUSAN BLUM CONNORS WHICH IS SCHEDULED TO EXPIRE ON AUGUST 24, 2018.

[Resolution-2017 Appt. Aja Wentum to Human Relations Commission.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 106, 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.

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

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 107, 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.

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

- 6.C READING BY TITLE - FILE OF THE COUNCIL NO. 108, 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.

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

- 6.D READING BY TITLE - FILE OF THE COUNCIL NO. 109, 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.

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

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 172, 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.

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

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - RESOLUTION NO. 173, 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 BOROUGHES 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](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - RESOLUTION NO. 174, 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.

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

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 175, 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.

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

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 176, 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.

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

8. ADJOURNMENT



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PH: 717-348-4171 FAX: 717-348-4171

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JUN 27 2017

OFFICE OF CITY

COUNCIL CITY CLERK

34

NOTICE

THE **BOARD OF ZONING APPEALS** OF THE CITY OF SCRANTON
HEREBY GIVES NOTICE THAT IT WILL HOLD A MEETING AT CITY HALL, IN
CITY COUNCIL CHAMBERS (2nd Floor) ON WEDNESDAY,
July 12, 2017 @ 6 PM.

MEETING AGENDA LIST AS FOLLOWS:

- 1) Henry Mendoza, 1611 Prospect Ave. Applicant seeks a variance in order to establish a two (2) unit building at this address. R1- A Zone.
- 2) 925 S Webster Ave. LLC. Applicant seeks a variance to restore the property located @ 925 S. Webster Ave. back to two (2) units. R1- A Zone. Continued from the June 14th Zoning Hearing Board Meeting.

3) Jennifer Malcolm, 1625 Capouse Ave. Applicant seeks a variance to re-store this property back to a two (2) unit building. R1-A Zone.

4) Abraham Prosper, 1305 Washburn St. Applicant seeks a variance to re-open a child care center at this address. R-2 Zone.

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

ALAN O'NEIL, CHAIRMAN, SCRANTON ZONING BOARD.

PUBLIC PARTICIPATION IS WELCOME.

DATE: 7/12/2017---6 PM---2ND FLOOR---CITY HALL.

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

	<u>YTD</u> <u>6/30/2017</u>	<u>YTD</u> <u>6/30/2016</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Pct.</u>
Real Estate	\$25,248,573.63	\$25,195,142.78	\$53,430.85	0.2%
Delinquent Real Estate	\$989,843.74	\$986,699.73	\$3,144.01	0.3%
LST/EMS	\$2,548,982.80	\$2,370,922.45	\$178,060.35	7.5%
Bus Priv/Merc	\$1,888,783.85	\$2,045,494.05	(\$156,710.20)	-7.7%
	\$30,676,184.02	\$30,598,259.01	\$77,925.01	

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

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TAX ASSESSOR'S REPORT

Hearing Date: 07/19/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	TIMSINA OM&DAMANTA&TOYA&C K	SCRANTON	16719010011		21000	
12:25 PM	HIBBLE COMMERCIAL REAL ESTAT	SCRANTON	14670010048		15800	
12:30 PM	PATTERSON GLENN J	SCRANTON	13501040008		2100	
12:40 PM	GOLDEN MICHAEL & EASTMAN JOH	SCRANTON	16807010007		21650	
12:45 PM	KIZER BRIAN & KRIS	SCRANTON	1341504001120		24500	
12:55 PM	BESAKEDA CORP	SCRANTON	14605040034		15000	
1:00 PM	C I L ASSOCIATES	SCRANTON	15635020010		38000	
1:10 PM	MACDONALD STEVEN J	SCRANTON	15628010008	JUDITH PRICE	29580	
1:10 PM	MACDONALD STEVEN J	SCRANTON	15628010009	JUDITH PRICE	12225	
1:10 PM	MACDONALD STEVEN J	SCRANTON	15628010010	JUDITH PRICE	13725	
1:20 PM	MACDONALD, STEVEN J	THORNHURST	2470101001508	JUDITH PRICE	48000	
1:25 PM	CUTTITTA THERESA & CARLO	CLIFTON	23304150001	TIMOTHY FISHER	3000	
1:25 PM	CUTTITTA THERESA & CARLO	CLIFTON	23304150002	TIMOTHY FISHER	20000	
1:25 PM	CUTTITTA THERESA & CARLO	CLIFTON	23304140016	TIMOTHY FISHER	3000	
1:35 PM	LABAR CYNTHIA E & DAVID L	COVINGTON	2130201001202		17484	
1:40 PM	WHALEY JOHN W	SPRINGBROOK	2110202000111		29250	
1:50 PM	FAWCETT JOHN JR & LAURA	THROOP	12416030005		23900	
1:55 PM	JAMES MATTHEW R & DANIELLE M	GLENBURN	0890301000512		39750	
2:05 PM	ARTHUR WILLIAM & ERICA LYNN	SOUTH ABINGTON	08103040009		58000	
2:10 PM	MULLINS LORRAINNE	CLARKS GREEN	09020030011		22000	
2:20 PM	ZALE LAWRENCE P & LISA S	WAVERLY TWP	0900205006221	LAWRENCE ZALE	40500	
2:35 PM	DONATO KAREN & BRUCE	DICKSON CITY	1131101000201		9800	
2:40 PM	MAPLE LEAF VILLAGES INC	OLD FORGE	17519010019	DONALD ROBERTS	305000	
2:50 PM	CRAPARO AARON	FELL	03519020004		15000	
2:55 PM	MCANDREW, ROBERT & MARGT MA	OLYPHANT	11419030021		18000	
3:05 PM	BUSHINSKI ROBERT & CYNTHIA	TAYLOR	15520010012		9000	
3:10 PM	GRZYBOSKI RICHARD & FINNERTY	MOOSIC	1761502002201	JOHN FINNERTY	500	
3:10 PM	GRZYBOSKI RICHARD & FINNERTY	MOOSIC	17615020022	JOHN FINNERTY	19000	
3:20 PM	MICHALEK RICHARD M & MARIE E	CARBONDALE CITY	05506040006		29000	
3:25 PM	CHIRIAC MICHAEL	OLD FORGE	18407030001	ANGELO TERRANA JR	60000	

TOTAL RECORDS 30

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JUL 3 2017

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COUNCIL/CITY CLERK

Monday, July 03, 2017

Page 1 of 1



Jul. 3. 2017 12:09PM

No. 2154 P. 11

FILE OF COUNCIL NO. _____

2017

AN ORDINANCE

CLOSING AND VACATING A PORTION OF WRIGHT COURT BETWEEN LINDEN STREET AND THE FORMERLY VACATED PORTION OF WRIGHT COURT.

WHEREAS, the portion of Wright Court described below and shown on Exhibit "A" no longer serves a public purpose; and

WHEREAS, the remaining portion of Wright Court was vacated from Schnell Place by File of Council #170, 2005; and

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the portion of Wright Court described below be hereby vacated:

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

Beginning at a point, a nail set, for a corner along the Northwestern Right-of-way Line of West Linden Street, said starting point further located on a course North forty-four Degrees no Minutes no Seconds West, a distance of one hundred fifty and no hundredths feet, (150.00 ft.), from the intersection of the Northwestern Right-of-way line of West Linden Street, and the Westerly Right-of-way line of North Seventh Avenue;

Thence leaving the West Linden Street Right-of-way Line along the lands of Penn East Credit Union, South forty-six Degrees no Minutes no Seconds West, (S 46° 00' 00" W), a distance of two hundred seven and no hundredths feet, (207.00 ft.), to a point, a railroad spike corner found, at lands of, Employment Opportunity & Training Center, and a point along the Northeast end of Wright Court previously abandon;

Thence along the Northeasterly end of Wright Court Abandon, North forty-four Degrees no Minutes no Seconds West, (N 44° 00' 00" W), a distance of twenty and no hundredths feet, (20.00 ft.), to an iron pin set, along lands of Employment Opportunity & Training Center;

Thence along lands of Employment Opportunity & Training Center and along other lands of the Penn East Credit Union, North forty-six Degrees no Minutes no Seconds East (N 46° 00' 00" E), a distance of, two hundred seven and no hundredths feet, (207.00 ft.), to a point, a nail set, for a corner, along the Northwestern Right-of-way line of West Linden Street;

Thence along the Northwestern Right-of-way Line of West Linden Street South forty-four Degrees no Minutes no Seconds East (S 44° 00' 00" E), a distance of, twenty and no hundredths feet, (20.00 ft.), to a point the place of beginning.

Containing 4,140 Sq. Ft., (0.1 Acres), of land, more or less as shown on Exhibit "A" is hereby closed and vacated with the exception of any public or private utility easements in place.

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

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

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



DEPARTMENT OF LAW

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

June 29, 2017

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

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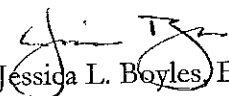
JUN 29 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CLOSING AND VACATING A PORTION
OF WRIGHT COURT BETWEEN LINDEN STREET AND THE FORMERLY
VACATED PORTION OF WRIGHT COURT.

Respectfully,


Jessica L. Boyles, Esquire
City Solicitor

JLB/sl

RESOLUTION NO. _____

2017

APPOINTMENT OF AJA E. WENTUM, 711 HARRISON AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE JUNE 23, 2017. MR. WENTUM WILL BE REPLACING SUSAN BLUM CONNORS WHO RESIGNED ON JUNE 12, 2017. MR. WENTUM WILL FILL THE UNEXPIRED TERM OF SUSAN BLUM CONNORS WHICH IS SCHEDULED TO EXPIRE ON AUGUST 24, 2018.

WHEREAS, Susan Blum Connors resigned from the Human Relations Commission effective June 12, 2017 a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Aja E. Wentum as a member of the Human Relations Commission effective June 23, 2017. Mr. Wentum will fill the unexpired term of Susan Blum Connors, who resigned June 12, 2017, and whose term is scheduled to expire August 24, 2018.

WHEREAS, Aja E. Wentum has the requisite experience, education and training necessary to serve as a member of the Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Aja E. Wentum, 711 Harrison Avenue, Scranton, Pennsylvania is hereby appointed to the Human Relations Commission effective June 23, 2017. Mr. Wentum will fill the unexpired term of Susan Blum Connors, who resigned effective June 12, 2017 and whose term is scheduled to expire August 24, 2018.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and 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 23, 2017

Honorable Council of the City of Scranton
340 N. Washington Avenue
Scranton, Pa. 18503

RE: Human Relations Commission Appointment

Dear Council Members:

Please be advised that I am appointing Aja E. Wentum, 711 Harrison Avenue, Scranton, PA 18510, as a member of the Human Relations Commission effective June 23, 2017.

Mr. Wentum will be replacing Susan Blum Connors who resigned on June 12, 2017. Mr. Wentum will fulfill the unexpired term of Mrs. Connors which is scheduled to expire on August 24, 2018.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

William L. Courtright

WLC/kg

CC: Jessica Boyles, Esq., City Solicitor
David Bulzoni, Business Administrator
Human Relations Commission
Aja E. Wentum

Susan Blum Connors
2630 Birney Avenue
Scranton, Pennsylvania 18505

RECEIVED
JUN 14/17

[REDACTED]
[REDACTED]
[REDACTED]

June 12, 2017

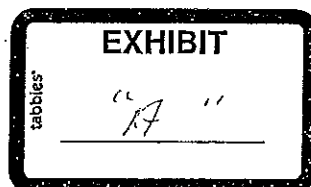
Dear Mayor Courtright,

Thank you for the honor and opportunity to serve on the Human Relations Commission. Due to family obligations and time constraints, I find it necessary to resign from the Commission effective immediately.

Sincerely,

Susan Blum Connors

Susan Blum Connors



Aja E. Wentum

711 Harrison Avenue • Scranton, PA 18510
www.linkedin.com/in/ajawentum

August 4, 2015

Mayor Bill Courtright
340 N. Washington Avenue
Scranton, PA 18503

Dear Mayor Courtright,

Re: Human Relations Commission Vacancies

I first heard of the human relations committee opportunity through a friend, Jane Rise, who encouraged me to apply. After careful reflection on my experiences, values and faith, I am excited to add my name to the pool and to be considered for this wonderful opportunity.


I am an African American male and a Scranton resident. I was born in Ghana and came to the United States in 1993 to attend high school. I became a Scranton resident in February 2005 and attended the University of Scranton, where I became involved both on campus and the community. On campus, I was an active member of United Colors – a multi-cultural club, as well as a member and advisor to international students of the International Club. I also volunteered as a youth soccer coach for Scranton Youth Soccer. In graduate school, I had the opportunity to serve as graduate student government president, and with the help of my officials, I connected graduates students with one another as well as the university community to make them feel welcomed.

During my term as president, I resolved a bullying incident between a Caucasian and a Saudi student. The Caucasian student called his Saudi classmate names such as terrorist on Facebook. With the current polarized environment in the United States, I politely reached out privately to appeal to our Jesuit education and to have the posts taken down. After many tries, the many posts were taken down. It was a very proud moment for the student community and me. Currently, I use my MBA degree to provide consulting services for startups and small businesses. I'm on a path of setting up a full service business consulting firm and a clothing line.

I am a strong believer in civic engagement and with my experiences; I believe that I am qualified for the Scranton Human Relations Commission. I hope that you will appoint me to the Commission.

Thank you.

Yours truly,



Aja E. Wentum

www.linkedin.com/in/ajawentum



DEPARTMENT OF LAW

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


June 29, 2017

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF AJA E. WENTUM, 711 HARRISON AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE JUNE 23, 2017. MR. WENTUM WILL BE REPLACING SUSAN BLUM CONNORS WHO RESIGNED ON JUNE 12, 2017. MR. WENTUM WILL FILL THE UNEXPIRED TERM OF SUSAN BLUM CONNORS WHICH IS SCHEDULED TO EXPIRE ON AUGUST 24, 2018.

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 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

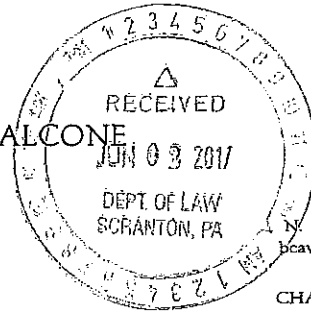
PLAINS, PENNSYLVANIA 18702

(570) 823-0101

FAX (570) 825-7799

TOLL FREE: (877) 803-6424

WEB SITE: CSPRLAW.COM



OF COUNSEL

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bcaverly@wcpirlaw.com

CHARLES A. SHEA III
(1947-2014)

HONORABLE
LEWIS WOOD WETZEL
titelawyer@yahoo.com

BRUCE J. PHILLIPS
bfastastro@aol.com

JOHN P. RODGERS
jrodgers@wcpirlaw.com

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

PLAINS, PENNSYLVANIA 18702

(570) 823-0101

FAX (570) 825-7799

TOLL FREE: (877) 803-6424

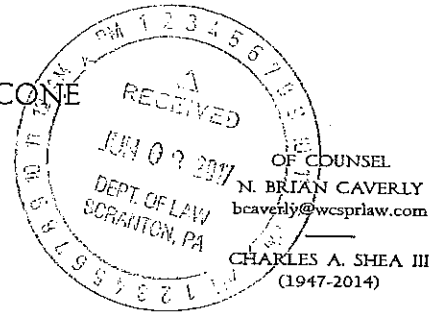
WEB SITE: CSPRLAW.COM

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JOHN P. RODGERS
jrodgers@wcpirlaw.com

SAMUEL A. FALCONE
s.falcone@ymail.com



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 definitive 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 the

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 such sinking fund to be known as "Sinking Fund – City of Scranton, Lackawanna County," 36

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 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 40

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

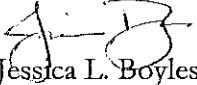
Dear Honorable Council Members:

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.

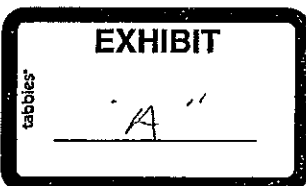
**CITY OF SCRANTON
SUMMARY OF RESTRUCTURING SCENARIO**

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.

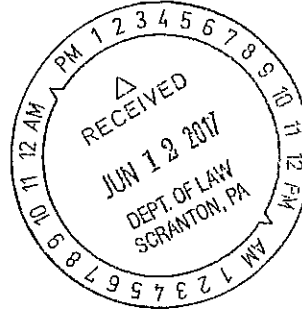
Department of
Licensing, Inspections and Permits
Bureau of Zoning

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 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

NOI TO SCALE

3 AMOERS

320-322 PENN AVE.

AV Rest.

10'

ENTRY

SIDE WALK

CURB





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 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

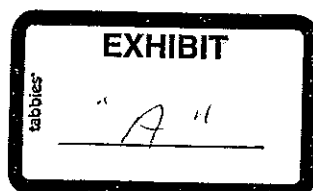
Whereas, the City of Scranton, hereby agrees to an amendment to Section 4 of the Intergovernmental Cooperative Implementation Agreement, extending the two-year review period an additional two years to expire on **November 20, 2019**.

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 BOROUGHES 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

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> 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
Final Only
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
10	W-1-15	24x18	2
11	W-1-15	24x18	2
12	W-1-15	24x18	2
13	W-1-15	24x18	2
14	W-1-15	24x18	2
15	W-1-15	24x18	2
16	W-1-15	24x18	2
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19	W-1-15	24x18	2
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27	W-1-15	24x18	2
28	W-1-15	24x18	2
29	W-1-15	24x18	2
30	W-1-15	24x18	2
31	W-1-15	24x18	2
32	W-1-15	24x18	2
33	W-1-15	24x18	2
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35	W-1-15	24x18	2
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39	W-1-15	24x18	2
40	W-1-15	24x18	2
41	W-1-15	24x18	2
42	W-1-15	24x18	2
43	W-1-15	24x18	2
44	W-1-15	24x18	2
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-GREEN

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 STANDARD SPECIFICATIONS FOR TRAFFIC SIGNALS AND CONTROL DEVICES (FWS 212) SPECIFICATIONS (FWS 408), TRAFFIC STANDARDS TO-870S AND TO-880S SERIES (FWS 149), AND TRAFFIC SIGNAL DESIGN HANDBOOK (FWS 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 SIGNALS, INCLUDING TRIMMING OF TREES, IS THE RESPONSIBILITY OF THE PERMITTEE.

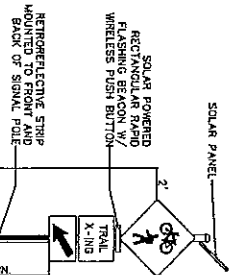
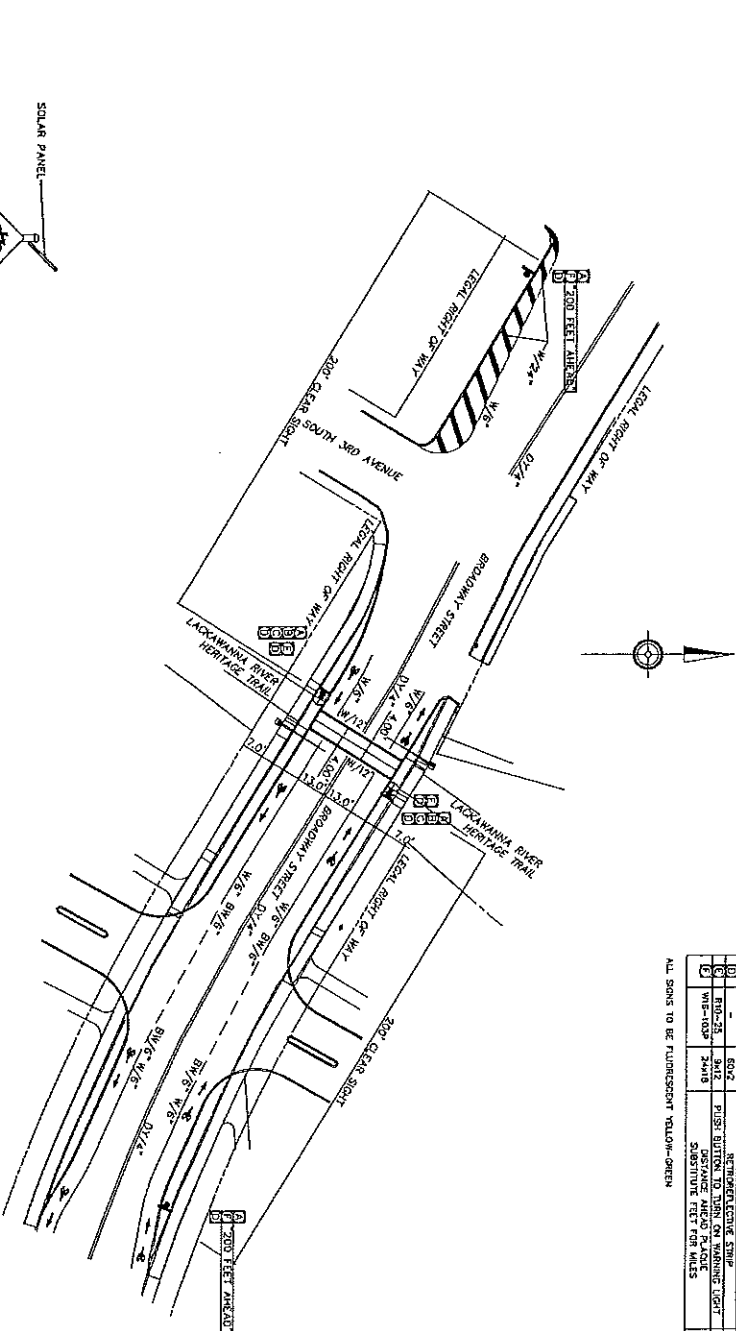
THE PERMITTEE MAINTAINS ALL SIGNS IN THE SIGN BOOK AND PAVEMENT MARKINGS INDICATED ON THIS DRAWING WHICH ARE CONSIDERED PART OF THE PERMIT, UNLESS OTHERWISE INDICATED.

THIS DRAWING CANNOT BE USED AS A CONSTRUCTION PROGRAM, UNLESS THE PERMITTEE COOPERATES WITH THE DISTRICT TRAFFIC ENGINEER TO RESOLVE ANY CONFLICTS.

CONTACT PERMITTEE TRAFFIC UNIT TO SCHEDULE A TRAFFIC OPERATION.

NOTE: THE DISTRICT TRAFFIC ENGINEER 7 CALENDAR DAYS PRIOR TO THE PERMITTEE'S REQUEST FOR A TRAFFIC OPERATION TEST AS REQUIRED IN SECTION 104 OF PUB 408, SO THAT THE DISTRICT REPRESENTATIVES MAY WITNESS THE TESTING.

INSTALL MAINTAIN AND PRESERVE ALL FOUNDATIONS FLUSH WITH THE SIDEWALK OR SURROUNDING GRADE.



NOTE: RECTANGULAR RAPID FLASHING BEACON SHALL FLASH UPON ACTIVATION ONLY WITH A FLASH RATE OF 75 FLASH CYCLES PER MINUTE FOR A DURATION OF 25 SECONDS.

RECTANGULAR RAPID FLASHING BEACON DETAIL
 NOT TO SCALE

LEGEND

- ~ FLASHING WARNING DEVICE / TRAFFIC SIGN POLE MOUNTED
- W/4" - SOLID WHITE LINE/WIDTH
- DY/4" - DOUBLE YELLOW LINE/WIDTH
- W/12" - SOLID WHITE LINE/WIDTH
- ~ - PEDESTRIAN PUSH BUTTON



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

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



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

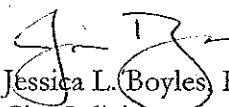
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

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

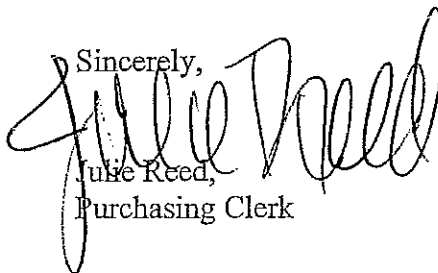
Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

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

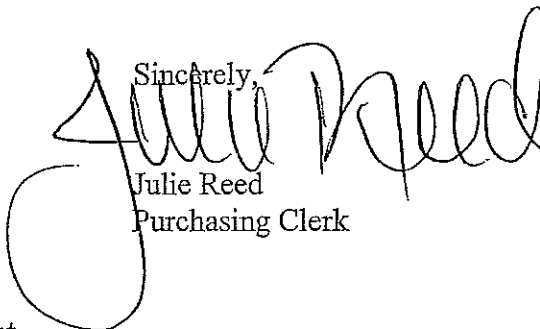
Dear Mr. Bulzoni,

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

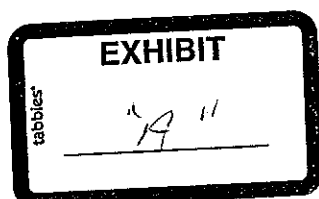


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I. DEFINITIONS

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

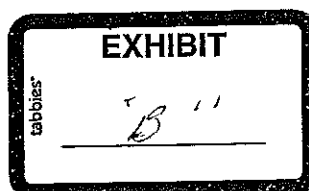
STATE OF _____
COUNTY OF _____

, 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.
- 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.

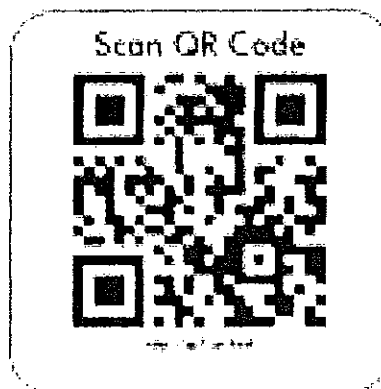
7) Landlords are automatically enrolled in paperless registration if they sign up with an email address. Landlords are encouraged to use paperless rental registration. Paperless rental registration will keep the cost lower.

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.

RentalOrdinance.Com will visually inspect every property in the RentalOrdinance.Com database for:

- Multifamily listings
- Vacant lots
- Water and electricity Meters
- Sewer billing

Rental Registration Ordinance

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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.

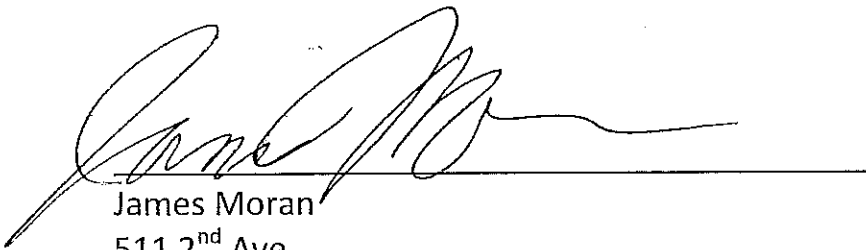
Insurance Certificate

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

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