AGENDA REGULAR MEETING OF COUNCIL September 14, 2017 6:30 PM

- 1. ROLL CALL
- 2. READING OF MINUTES
- 3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES:
- 3.A TAX ASSESSOR'S REPORT FOR HEARING DATE HELD SEPTEMBER 13, 2017.

Tax Assessor's Report for 9-13-17.pdf

3.B TAX ASSESSOR'S RESULTS REPORTS FOR HEARING DATES HELD AUGUST 23 AND AUGUST 30, 2017.

Tax Assessor's Results Report 8-23-17 & 8-30-17.pdf

3.C SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON REPORT 2016-2017 YEAR TO DATE AUGUST 31, 2017.

Single Tax Office City Funds Distributed August 2016-2017.pdf

3.D MINUTES OF THE REGULAR MEETING OF THE LACKAWANNA COUNTY LAND BANK HELD AUGUST 11, 2017.

Lacka County Land Bank Meeting 8-11-17.pdf

3.E AGENDA FOR THE BOARD OF ZONING APPEALS MEETING HELD SEPTEMBER 13, 2017.

Zoning Board Meeting 9-13-17.pdf

3.F TAX ASSESSOR'S REPORTS FOR HEARING DATES TO BE HELD SEPTEMBER 27, SEPTEMBER 28 AND OCTOBER 4, 2017.

Tax Assessor's Report for 9-27-17, 9-28-17 & 10-4-17.pdf

3.G MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF SCRANTON HOUSING AUTHORITY HELD JULY 10, 2017.

Scranton Housing Authority 7-10-17.pdf

- 4. <u>CITIZENS PARTICIPATION</u>
- 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 CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229622 ENTITLED "LINDY CREEK FLOOD PROJECT 2017" FOR THE RECEIPT AND DISBURSEMENT OF MATCHING GRANT FUNDS FROM THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") FOR REHABILITATION ASSISTANCE FOR THE LINDY CREEK FLOOD PROJECT.

Ordinance-2017 Special City Acct for Lindy Creek Project.pdf

5.C FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REILLY ASSOCIATES CONSULTING ENGINEERS FOR ENGINEERING SERVICES-TEMPORARY CULVERT IMPROVEMENTS FOR MEADOWBROOK CREEK STORM WATER PROJECT.

Resolution-2017 Contract with Reilly Associates for Meadowbrook Creek Improvements.pdf

5.D FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GOVERNMENT OBLIGATION CONTRACT BETWEEN KANSAS STATE BANK OF

MANHATTAN (OBLIGEE) AND THE CITY OF SCRANTON, PENNSYLVANIA (OBLIGOR) FOR THE PURCHASE OF ONE (1) 2018 MACK GU813 WITH 25 YARD PACKER, ONE (1) 2018 MACK GU812 WITH A 20 YARD PACKER, FOUR (4) FREIGHTLINER 108 SD TRUCKS (MOUNTAIN) WITH SNOW PLOW EQUIPMENT AND REFINANCING OF CONTRACT #3346397 FOR THE FOUR (4) 2015 GU813 REFUSE PACKERS FOR THE DEPARTMENT OF PUBLIC WORKS.

Resolution-2017 Contract with Kansas State Bank for Trucks for the DPW.pdf

5.E FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GOVERNMENT OBLIGATION CONTRACT BETWEEN MUNICIPAL LEASING CONSULTANTS, LLC (OBLIGEE) AND THE CITY OF SCRANTON, PENNSYLVANIA (OBLIGOR) FOR THE ACQUISITION OF A NEW 2017 SUTPHEN SP100 ARIEL PLATFORM TRUCK FOR THE CITY OF SCRANTON FIRE DEPARTMENT.

Resolution-2017 Contract with Municipal Leasing for Ariel Platform Truck for SFD.pdf

5.F FOR INTRODUCTION - A RESOLUTION - RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF \$83,907.00 FOR THE PURCHASE OF SEVENTY-FIVE (75) TASERS FOR THE SCRANTON POLICE DEPARTMENT PATROL DIVISION.

Resolution-2017 Grant Application for Purchase of 75 Tasers for SPD.pdf

5.G FOR INTRODUCTION - A RESOLUTION - ACCEPTING A ONE THOUSAND (\$1,000.00) DOLLAR DONATION FROM MR. AND MRS. JAMES STEWART PRESENTED TO THE CITY OF SCRANTON POLICE DEPARTMENT FOR THE K-9 UNIT.

Resolution-2017 Donation of \$1,000.00 from Mr. & Mrs. James Stewart to SPD K-9 Unit.pdf

5.H FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET

IN THE AMOUNT OF ONE MILLION (\$1,000,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT; AND COORDINATE THE USE OF THE GRANT FUNDS WITH "SCRANTON-CHERRY, LP" FOR THE PROJECT TO BE NAMED THE "SCRANTON COUNSELING CENTER."

Resolution-2017 Apply for a RACP Grant for Scranton Counseling Center.pdf

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A READING BY TITLE - FILE OF THE COUNCIL NO. 113, 2017 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 65, 2016, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2017" BY TRANSFERRING \$464,861.26 FROM ACCOUNT NO. 01.380.38000 (MISCELLANEOUS REVENUE OTHER-NOT CLASSIFIED) TO ACCOUNT NO. 01.011.00078.4550 (DEPARTMENT OF PUBLIC SAFETY-BUREAU OF FIRE CAPITAL EXPENDITURES) BY INCREASING FUNDING IN THE ABOVE REVENUE AND CORRESPONDING EXPENSE ACCOUNTS TO UTILIZE ADDITIONAL REVENUE RECEIVED FROM DCED, LSA GRANTS FOR AERIAL FIRETRUCK (\$330,142.00) AND PPL COMMERCIAL REBATE PROGRAM (ACT 129) FUNDS (\$134,719.26).

Ordinance-2017 Transfer Funds to Public Safety Bureau of Fire Capital Expenditures.pdf

6.B READING BY TITLE - FILE OF THE COUNCIL NO. 114, 2017 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 107, 2017, AN ORDINANCE ENTITLED "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" TO CORRECT A TYPOGRAPHICAL ERROR IN THE LIQUOR LICENSE NUMBER IN THE SECOND WHEREAS CLAUSE AND THE NOW THEREFORE CLAUSE TO READ "LIQUOR LICENSE NO. R-3527".

Ordinance-2017 Correction to FOC 107 2017 Liquor License.pdf

6.C READING BY TITLE - FILE OF THE COUNCIL NO. 115, 2017 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 60, 2016, AN ORDINANCE ENTITLED "GRANTING LOCAL ECONOMIC REVITALIZATION TAX ASSISTANCE TO A PROPERTY LOCATED AT ALBRIGHT AND GLEN AVENUES AND IDENTIFIED AS PIN NO.'S 13420-060-017 AND 13420-050-028 OWNED BY LACE BUILDING AFFILIATES LP AND SETTING FORTH AMOUNTS OF TAX ABATEMENTS FOR EACH YEAR FOR TEN YEARS" FOR THE SOLE PURPOSE TO CORRECT THE FILE OF THE COUNCIL NUMBER IN THE SECOND WHEREAS CLAUSE TO FILE OF THE COUNCIL NO. 37.

Ordinance-2017 Correction to FOC 60 2016 LERTA.pdf

6.D READING BY TITLE - FILE OF THE COUNCIL NO. 116, 2017 - AN ORDINANCE - APPROVING AND ACCEPTING THE CITY OF SCRANTON CAPITAL BUDGET FOR THE YEAR 2018 PURSUANT TO SECTION 904 OF THE CITY'S HOME RULE CHARTER.

Ordinance-2017 Capital Budget 2018.pdf

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 181, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH A&M ELECTRICAL CONSTRUCTION, INC. TO PROVIDE MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON FOR THE PERIOD OF ONE (1) YEAR FROM SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2108.

Resolution-2017 Contract with A&M Electrical Maintenance of Traffic Signalization.pdf

7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 182, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS BY AND BETWEEN THE CITY OF SCRANTON AND TOYOTA OF SCRANTON, INC. TO ACCEPT THE DONATION OF A NEW TOYOTA CAMRY TO BE USED BY THE SCRANTON

POLICE DEPARTMENT AS A SUPERVISOR'S CAR.

Resolution-2017 Donation of Toyota Camry to SPD.pdf

8. ADJOURNMENT

Hearing Date:

09/13/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren t Assesed Value	After Appeal Value
12:15 PM	GALLAGHER DENNIS & MARIE	SCRANTON	14402040026		18000	1
12:20 PM	HEIMRICH JASON WAYNE	SCRANTON	13513040071		11500	
12:25 PM	WILKERSON JAMES M & CAROL L	CLARKS SUMMIT	1001602002400	JAMES TRESSLER	30000	
12:30 PM	VASQUEZ ANA D	SCRANTON	13514070040	JAMES TRESSLER	16000	
12:35 PM	JONES KEVIN & CHRISTINE	SCRANTON	14618050067		12000	
12:45 PM	TDL PROPERTIES INC	SCRANTON	13401020035	PATRICK LAVELLE	30000	
12:50 PM	WADSWORTH GARY & BARBARA F	WAVERLY TWP	0800402001007	PATRICK LAVELLE	39000	
1:00 PM	NARO ANTHONY L & LINDA L	ELMHURST TWP	18002030009	ROBERT CECCHINI	28000	
1:05 PM	REESE SCOTT	SOUTH ABINGTON TWP	09902020015		39500	
1:15 PM	ROSECRANS PETER M SR &DEBRA	SOUTH ABINGTON TWP	0990202000226		81000	
1:20 PM	GEOFFROY MATTHEW J & SARAH	SOUTH ABINGTON	0910201004605		50500	
1:30 PM	MENAPACE JOHN & NANCY	CLARKS SUMMIT	1001404001600		32000	
1:35 PM	JAKES JOSEPH B	CLARKS SUMMIT	1001203000300		21500	1
1:45 PM	WHITE FREDERICK & ADELAIDE	COVINGTON TWP	2190401000229	BRIAN YEAGER	48500	
1:50 PM	BALDASSARI MIA CARA & ELMO	DUNMORE	1460706002601		15000	
2:00 PM	ROSHAK CHRISTOPHER & KEVIN	THROOP	13505060015		19000	
2:05 PM	BRADLEY JANET	CARBONDALE TWP	0530201000308		7600	
2:10 PM	BRADLEY JANET & ROBERT	CARBONDALE TWP	04304010002		35500	
2:15 PM	MROCZKA JOHN P	CARBONDALE TWP	0530201000305	WALTER CASPER	4000	
2:15 PM	MROCZKA JOHN P	CARBONDALE TWP	0530201000309	WALTER CASPER	14500	
2:25 PM	SANDERSON TRACY L	CARBONDALE CITY	04513020006		15300	
2:35 PM	DONOVAN PAUL & REGINA	JEFFERSON	1500201000201		11000	
2:45 PM	TEMPAUGH JOHN P & LINDA	MOOSIC	17612060035		12000	
2:50 PM	MEREDICK JOSEPH T	TAYLOR	15617020046		22500	
3:00 PM	KRUPOVICH ERIC & TARA	ARCHBALD	0940102000101		116500	
3:05 PM	PICCOTTI MARION&LINDA&MARY	OLD FORGE	17515050013		5000	
3:05 PM	PICCOTTI MARION&LINDA&MARY	OLD FORGE	17515050012		20000	
3:15 PM	BRZYCKI MATTHEW R & SARA	ARCHBALD	09402050065		6400D	1
3:20 PM	HULL JUSTIN	BLAKELY	10320030017		9500	
3:30 PM	DAMIANO TONY & BRINK HILARY A	MADISON TWP	2000101001904		35400	<u> </u>
	-			TOTAL RECORDS	30	

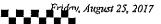
TOTAL RECORDS



AUG 2 8 2017

CATAGE OF CITY





Hearing Date:

08/23/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren t Assesed Value	After Appeal Value
12:15 PM	MCCONLOGUE KEVIN & LISA RAE	SCRANTON JF	1340101000427		23000	23000
12:20 PM	GRANDE, RICHARD R.	SCRANTON W-20	15618030014		9500	9500
12:30 PM	POWELL MARYANN	SCRANTON	12403020027		16000	10750
12:35 PM	PAWLIK CRAIG	SCRANTON	15609090017		12000	10000
12:50 PM	PASCAL CHALITO	SCRANTON	13505080023		8500	8500
1:05 PM	RANDALL MICHAEL & LINDA	THORNHURST	24500040027		8000	5000
1:20 PM	ALT GARRICK & ASHLEY	ROARING BROOK TWP	1600102000555	JUSTIN SULLA	38609	35609
1:30 PM	FISCHER STEVE & GUZIOR JANE	ROARING BROOK TWP	1890102002333		28000	15000
1:35 PM	ACADEMY II LP	MOSCOW	1981103000201		20000	5000
1:45 PM	SANTANIELLO KELI E	MOSCOW	1901901000401		38500	25000
1:50 PM	SCHWARTZ A EDWARD	LAPLUME	0480401000100	PATRICK LAVELLE	60000	102541
2:00 PM	MCNULTY EDWARD J & CATHERINE	RANSOM	1420101000103	PATRICK LAVELLE	30000	24000
2:05 PM	MONCAK A & MANCUS A & WALLIS	SCOTT TWP	08201010024	, -	29000	20500
2:15 PM	DENNEN, MICHAEL & NANCY	CLARKS SUMMIT	10015050006		30000	27150
2:20 PM	KRENITSKY DANA	WAVERLY	0800401001007	MARK RUDALAVAGE	40000	32000
2:30 PM	MCHALE MICHAEL J	DICKSON CITY	1140505001202		22000	18000
2:35 PM	PIWOWARSKI LENNY	MAYFIELD	07405040070		12000	10000
2:45 PM	CAPEZIO THOMAS	DICKSON CITY	1140501000909	- AVIIII	4935	4935
2:50 PM	GARDUS PATRICIA A	FELL	03515030014		14000	14000
3:00 PM	KUNIEGEL ROBERT & JANE	OLD FORGE	17519050019	THE CONTRACTOR OF THE CONTRACT	18000	15000
3:05 PM	CREEDON TANYA	MOOSIC	18504030056	- 1 ² -111-11	42000	36000
3:15 PM	MANCUSO JOSEPH J JR	ARCHBALD	09517040035		15500	14500
3:25 PM	FASCHING R&GASPER J&CHERNES	GREENFIELD	01404010005		33900	25000

TOTAL RECORDS



OFFICE OF CITY
COUNCIL/CITY CLETTY





Hearing Date:

08/30/17

Time	Name .	Boro/Trep.	Pin Number	Attorney	Proposed/Curren t Assesed Value	After Appeal Value
12:15 PM	CORDIER EDWARD P & VIRGINIA A	SCRANTON	13304050090	JAMES TIERNEY IV	24000	20000
12:15 PM	N A W W PARTNERSHIP	SCRANTON	14583020018	JAMES TIERNEY IV	145000	100000
12:30 PM	HAILSTONE SARA .	SCRANTON	15705C0N017	ANDREW HAILSTONE	15400	11000
12:30 PM	DEVINEY ELEANOR	SCRANTON	15705C0N031	ANDREW HAILSTONE	21000	15000
12;45 PM	LAMINATIONS INC.	ARCHBALD	10501LL0001	FRANCIS HOEGEN	1107700	792000
1:00 PM	SM RENTAL PROPERTIES LLC	ARCHBALD	10408030021		33000	26000
1:15 PM	SWEET ROBERT & BARBARA	TAYLOR	16619020037	-	11500	10000
1:20 PM	LICOVITCH STANLEY & LOIS A	COVINGTON	22002090756		5400	4100
1:30 PM	HASHEM THOMAS J JR	SCRANTON	15737020019	FRANCIS HOEGEN	21500	21500
1:40 PM	BEAR CREEK PROPERTIES INC	SCRANTON	13416010017		8400	8400
1:40 PM	R & A LLC & BEAR CREEK PROPERT	SOUTH ABINGTON	11102020010		14000	14000
1:40 PM	DAVENPORT JAMES T	COVINGTON	22801010015		17000	15000
1:40 PM	DUNCAN GARY T & LYNNE M	DUNMORE	14634010013	,	12500	12500
2:00 PM	URBAN NORTHEAST LP	SCRANTON	1230301001005	SHARON DIPAGLO	713700	\rightarrow
2:00 PM	URBAN NORTHEAST LP & URBAN IN	DICKSON CITY	12407040001	SHARON DIPAOLO	578000	POEFERRE
2:00 PM ·	URBAN JOSEPH LP	SCRANTON	1230301001004	SHARON DIPAOLO	2155000	1) 00 000
2:45 PM	KIZER BRIAN & KRIS	SCRANTON	1341504001120		24500	24500
2:50 PM	BRESSER FREDERICK A	SCRANTON	13514040018		15500	14000
3:00 PM	4TH STENTERP LLC C/O KUPCHIK	SCRANTON	13413010004		. 60000	40000
3:05 PM	REYNOLDS CARL & SUZANNE	SCRANTON W-1	12403010011		15000	13000
3:15 PM	BESAKEDA CORP	SCRANTON	14605040034		15000	13000
3:20 PM	ZARKO DAVID A LIVING TRUST	SCRANTON	15705C0N061	CH WELLES	44000	37000
3:25 PM	BURNSIDE CARISSA B	SCRANTON	14402020001		1600	1100
3:25 PM	BURNSIDE CARISSA 8	SCRANTON	14402020002		1300	1100
3:25 PM	BURNSIDE CARISSA B	SCRANTON	14402020003		1300	1100
3:25 PM	BURNSIDE CARISSA B	SCRANTON	14402020004		1250	1100

RECEIVED SEP **6** 2017

> OFFICE OF CITY COUNCIL/CITY CLERK



SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON 2016 - 2017

	YTD <u>8/31/2017</u>	YTD <u>8/31/2016</u>	Increase (Decrease)	Pct.
Real Estate	\$27,245,047.89	\$27,223,827.26	\$21,220.63	0.08%
Delinquent Real Estate	\$1,315,983.69	\$1,229,533.44	\$86,450.25	7.03%
LST/EMS	\$3,764,531,37	\$3,544,889.56	\$219,641,81	6.20%
Bus Priv/Merc	\$2,230,177.90	\$2,209,232.46	\$20,945.44	0.95%
	\$34,555,740.85	\$34,207,482.72	\$348,258.13	

RECEIVED
AUG 3 1 2017

OFFICE OF CITY COUNCIL/CITY CLERK

LACKAWANNA COUNTY LAND BANK REGULAR MEETING MINUTES August 11, 2017

The regular meeting of the Lackawanna County Land Bank was held on August 11, 2017 in the Commissioners' Conference Room, 200 Adams Avenue. Sixth Floor, Scranton, Pennsylvania.

At 10:00 am Chairman O'Malley called the meeting to order and all joined in the Pledge of Allegiance.

ROLL CALL

Roll Call was taken by George Kelly (member)

Commissioner O'Malley (Chairman) - Present

Henry Deecke – Present

Linda Aebli – Present

Marion Gatto - Present

Terrence McDonnell – Present

Steve Pitoniak – Present

Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel, Ralph Pappas, Business Relations Manager, Department of Economic Development, Ron Koldjeski, Deputy Director of Tax Claim and Margaret Piccotti, Assistant to George Kelly.

PUBLIC COMMENT ON AGENDA ITEMS ONLY

MINUTES

A motion was made by Ms. Linda Aebli and seconded by Mr. Terrance McDonnell to approve the minutes of the June 20, 2017 regular meeting as prepared and presented.

All in Favor

PRESENTATION of VOUCHERS for EXAMINATION and APPROVAL

A motion was made by Mr. Henry Deecke and seconded by Mrs. Linda Aebli to approve voucher expenditures of July 20, 2017 through August 11, 2017, as presented.

All in Favor

DISCUSSION ITEMS

a) Land Bank Website

Mr. Kelly stated that the website is at the same status as last month. The domain site has been reserved. We are currently using the Land Bank link on the Lackawanna County website and keeping it up to date. Photos of the sold properties were recently added to the website. We will need to get some professional assistance in the setup of the website.

b) Scranton Advisory Committee Update

Mrs. Aebli reported that the advisory committee reviewed several properties for the side lot program. The following properties were recommended to be approved: 525 Beck Street, 612-614 Gibbons Street, 134 S. Bromley Avenue and 537 Willow Street.

Regarding the 1512 Preston Place parcel, the Land Bank received three applications for this parcel. The first application was received from Kayla Sherman on June 8th, 2017. Ms. Sherman owns and resides in a property at 1518 Luzerne Street. Her property is located across the alley and two properties down from the subject property. She stated in application that she would like to make it a safe place for both her children and the neighborhood children to play.

The second application was received from Frank Alu on June 14th, 2017. Mr. Alu owns a property at 326 15th Street. The rear of his property is located adjacent to the subject property. He would like to expand his property and give his next door neighbor the remaining land behind their property to expand their backyard.

The third application was received from Deborah Ann Gondella on August 8th, 2017. Ms. Gondella owns a property at 331 16th Street. The rear of her property is located adjacent to the subject property. According to Ms. Gondella's application, she would like to expand her property and either build or expand existing garage with an apartment above.

It was decided that the approval of 1512 Preston Place be rescinded in anticipation of a sealed bid process. The bids will be opened at the next public Land Bank Board meeting. Ralph is going to contact each interested party and advise them of the bid process.

c.) Property Acquisition Update:

The Land Bank has received interest in additional properties currently on the repository list. Since there has been interest shown on the properties the Advisory Committee recommended the following properties be transferred to the Land Bank: 1917 Prospect Ave., and 943-945 Acker Avenue

d.) Land Bank Issues:

The Land Bank has received a complaint regarding a tree on Land Bank owned property located at 914-916 Eynon Street. The adjacent land owner stated several branches have fallen hitting his garage roof. He is worried that if any more branches fall, they may go through the roof. He is requesting this issue be addressed as he does not want to be responsible for taking the tree down. It was stated if the branches are hanging over his garage he can cut those branches. It was also stated that the City is responsible to maintain land bank owned property in safe condition. The adjacent property owner was also informed that he could purchase the property for \$100.00.

Another call was received from Tony Santoli, City Forester, regarding a huge tree on the property line between a land bank owned property located at 1144 Luzerne Street and an adjacent property. Mr. Santoli feels this tree, if it ever falls, will cause major damage. He asked if we would determine the property line and who is responsible for the tree. It was stated that he could have the land surveyed if he would like but again it is not the responsibility of the Land Bank.

The Land Bank is in receipt of an application from Fidelity Deposit and Discount Bank. Fidelity Bank would like to donate properties located at 1218 S. Webster Avenue and 1204 Olive Street. Advisory Committee recommended not accepting donation and the Board agreed. The Board did agree to place "Land Bank Property for Sale" signs on the properties to help generate interest. Also, Ralph Pappas will contact the contiguous land owners and inquire if they would like to purchase the properties. If there is an interest shown, the Land Bank would accept the donation of properties.

ADDITIONAL INFORMATION

Commissioner O'Malley inquired if there were any commercial lots available. Ralph Pappas stated not at this time. George Kelly informed the Board that Taylor Borough has reached out and would like to join the Land Bank. They have several sizable lots available.

Commissioner O'Malley also stated his concern in regards to who is responsible for maintaining the side lots. He would like it to be made clear that the County is NOT responsible. The Intergovernmental Cooperation Agreement states that the City is responsible for maintaining the property in a safe manner. The role of the Land Bank is to put the properties back on the tax roll. Attorney Colbassani stated that the West Scranton Neighborhood Association wants to help maintain some of the properties in that area. It was also mentioned that prisoners, under the work release program, could assist in cleaning up the properties. But bottom line is County is not responsible for grass cutting, boarding up properties, etc. Commissioner O'Malley would like Ralph Pappas to draw up a letter regarding the City's responsibilities.

Terrence McDonnell asked if someone wants to purchase an adjacent land bank owned structure and that structure is occupied, who would be responsible for the current occupant. It was the Boards opinion that the new owner would be responsible for the occupant.

Ralph Pappas informed the Board that Krieger Construction called and wants to use a Land Bank property as a staging area for a sewer project they are doing on West Market Street. Commissioner O'Malley asked if it would affect the properties on the left or right of the properties. In the past Krieger Construction utilized property next the Keyser Valley Community Center to stage a project. They failed to bring the property up to the same or better condition when project was completed. It was decided that Linda Aebli would inquire within the City and see if Krieger ever fixed the Keyser Valley Community Center situation. It would then be brought before the Advisory Committee for discussion.

ACTION ITEMS

Resolution No. 17-019, Authorizing the Conveyance of Certain Land Bank Owned Properties under the Land Bank Side Lot Program

Motion by Henry Deecke

Seconded by Marion Gatto

All in Favor

Motion for Resolution No. 17-019 was passed and then subsequently the conveyance of 1512 PRESTON PLACE was RESCINDED pending further review. All other properties were approved.

Motion by Terry McDonnell

Seconded by Marion Gatto

All in Favor

Resolution No. 17-020, Approving the Acquisition of additional properties from the City of Scranton's Tax Claim Repository List of Unsold Property

Motion by Henry Deecke

Seconded by Linda Aebli

All in Favor

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No speakers at this time

<u>ADJOURNMENT</u>

As all business had been conducted, a motion to adjourn was made by Henry Deecke with a second by Linda Aebli. The motion carried and the meeting was adjourned.

Marion Gatto, Secretary

Prepared by Margaret Piccotti



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE; 570-348-4193 • FAX: 570-34

NOTICE

OFFICE OF CITY

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, SEPTEMBER 13, 2017 @ 6 PM.

MEETING AGENDA LIST AS FOLLOWS:

- 1) ALAN O'NEIL, 333 FOSTER ST. APPLICANT SEEKS A VARIANCE TO RE-STORE THE ABOVE ADDRESS BACK TO A FOUR (4) UNIT PROPERTY. R1-A ZONE. CONTINUED FROM THE AUGUST, 2017 ZHB MEETING.
- 2) GMG AUTO SALES, 535 N. KEYSER AVE. APPLICANT SEEKS A NEW VARIANCE TO ALLOW FOR THE EXPANSION OF HIS CURRENT SALES LOT TO ALLOW FOR THE SALE OF UP TO 25 CARS. APPLICANT HAD PREVIOUSLY BEEN APPROVED FOR UP TO TEN (10) CARS AT THIS LOCATION. C-N ZONE. CONTINUED FROM THE AUGUST, 2017 ZHB MEETING.

- 3) ABRAHAM PROSPER, 1305 WASHBURN ST. APPLICANT SEEKS A VARIANCE TO RE-OPEN A CHILD CARE CENTER AT THIS ADDRESS. R-2 ZONE. CONTINUED FROM THE JULY, 2017 ZHB MEETING.
- 4) BRAD HALL/ NBT BANK, 120 N KEYSER AVE. APPLICANT SEEKS A VARIANCE TO CREATE A TWO-LANE COVERED CANOPY STRUCTURE FOR DRIVE-THRU BANKING SERVICES. R1-A ZONE.
- 5) SCRANTON RETAIL PLAZA LLC, 938-940 JEFFERSON AVE.
 APPLICANT SEEKS A VARIANCE FOR THE CONTINUED USE OF
 AN OFF STREET LOADING AREA. R2-0 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. HEARING DATE: 9/13/2017, TIME: 6 PM.

ALAN O'NEIL, CHAIRMAN, SCRANTON ZONING BOARD.

PUBLIC PARTICIPATION WELCOME.

Hearing Date:

09/27/17

Time	Name	Boro/Twp.	Pin Number	Attornau	Proposed/Curren	After America
4	,,	2010/11/2	I IN INDIANCE	Attorney	t Assesed Value	After Appeal Value
12:15 PM	ZYMBLOSKY EDWARD III & GAIL	SCRANTON	134(0010010	ı	22000	[
12:20 PM	BUTLER JUSTIN P	SCRANTON	12320010038		23500	
12:30 PM	HARRIS MICHAEL B	SCRANTON	15705020012	JOHN WARRING	3500D	
12:30 PM	WARRING JOHN & MARIA	SCRANTON	15705020013	JOHN WARRING	30000	
12:40 PM	MILAZOV NASIB	SCRANTON	14513060022		30880	
12:45 PM	KRAKE RAYMOND J & NANCY M	SCRANTON	16711020017		24000	
12:50 PM	SCRANTON TRANSLOAD INC	SCRANTON	14568010004	THOMAS J MACNEELY	53500	1
1:00 PM	CONDRON PHILIP P & JOELYN K	SCRANTON	15712010037		26000	
1:05 PM	ROCK PROPERTY HOLDINGS 2 LLC	SCRANTON	1451402001301		10000	DECEIVE
1:05 PM	SELECT SCR LLC	SCRANTON	14518040039		8251	RECEIVE
1:05 PM	ROCK PROPERTY HOLDINGS 2 LLC	SCRANTON	14514050018		8500	
1; £5 PM	GILMAN ROBERT A & ABIGAIL C TR	SCRANTON	13514040016		17000	SEP 8 2017
1:20 PM	ROGAN JOHN & MARYLOU	SCRANTON	15719020046		15603	
1:20 PM	ROGAN JOHN T & MARY LOU	SCRANTON	15719020047		3348	+ OFFICE OF CITY
1:30 PM	RIEXINGER GLEN & LIETTA	SCRANTON	16711050004		14842	+ COUNCIL/CITY CLERK
1:35 PM	DEUTSCH EUGENE	SCRANTON	15721010015	ANN LAVELLE POWELL	16150	
1:35 PM	DEUTSCH EUGENE	SCRANTON	15721010003	ANN LAVELLE POWELL	60000	
1:35 PM	KEYSTONE COMMUNITY RESOURC	SCRANTON	13517020064	ANN LAVELLE POWELL	45000	
1:35 PM	KEYSTONE COMMUNITY RESOURC	SCRANTON W-1	12413010021	ANN LAVELLE POWELL	19000	
1:35 PM	J&H REAL ESTATE VENTURES LL	SCRANTON	13412070025	ANN LAVELLE POWELL	17500	
1:35 PM	KEYSTONE COMMUNITY RESOURC	JERMYN	0731603002800	ANN LAVELLE POWELL	18000	1
1:35 PM	KEYSTONE TRAINING REHABILITATI	CLIFTON TWP	23901010009	ANN LAVELLE POWELL	30600	-
1:35 PM	KEYSTONE COMMUNITY RESOURC	ROARING BROOK TWP	18004030007	ANN LAVELLE POWELL	22000	
1:35 PM	KEYSTONE CITY RESIDENCE INC	SCRANTON	15512030018	ANN LAVELLE POWELL	22200	
1:55 PM	BROZZETTI HUGO C/O FRANK	SCRANTON	16714020048	BRIAN KELLY	20000	
2:00 PM	WILLIAMS STEVEN	SCRANTON	1564901001801		16000	
2:10 PM	BOZYM RICHARD & ANN MARIE	SCRANTON	16707030039	JUSTIN SULLA	8000	
2:15 PM	URBAN ORCHARD AT PAUL INC	SCRANTON	15706070049	A JAMES HAILSTONE	10500	
2:20 PM	PRICE PAUL H .	SCRANTON	14511010047	GREGORY PASCALE	20000	
2:25 PM	CHARETTE W GARY	SCRANTON	1451501004800		2300	
2:35 PM	ZOLTAN RABOLD	SCRANTON	15619020033	KEVIN SMITH	12000	
2:35 PM	THRASHER AIMEE & TEITSWORTH	SCRANTON	14618040007	KEVIN SMITH	10000	
2:35 PM	ZOLTAN RABOLD	SCRANTON	15619020032	KEVIN SMITH	16448	
2:45 PM	MITCHELL DAVID J	SCRANTON	15754020022		15000	
2:45 PM	MITCHELL DAVID J	SCRANTON	15705040014		14000	
2:55 PM	ROBINSON M & DALKIEWICZ S A	SCRANTON	1680702004101		19400	
3:00 PM	ELMHURST HOLDINGS LLC	SCRANTON	15626010011	PATRICK LAVELLE	32450	
3:10 PM	MENDOZA HENRY	SCRANTON	13419050039		12750	



Sep.

 $\dot{\infty}$

2017

2:43PM

No. 2525

⊸

17

0

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren I Assesed Value	After Appeal Value
3:10 PM	MENDOZA HENRY D	SCRANTON	16711030032	1	1 40500	ſ
3:20 PM	DAVIS JOHN	SCRANTON	13514070056		10500	
3:25 PM	SKOTLESKI MICHAEL & MARGARET				17000	
0.231 (4)	SKOTLESKI WICHAEL & WARGARET	SCRANTON	15619050060		15000	
				TOTAL RECORDS	41	

Hearing Date: 09/28/17

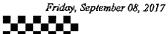
Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren t Assesed Value	After Appeal Value
12:15 PM	BURKE MARISSA	GREENFIELD	0320101000204		25500	
12:20 PM	KRISA MICHAEL & MARLENE	GREENFIELD	0230301000804	MARK RUDALAVAGE	30400	
12:20 PM	KRISA MICHAEL & MARLENE	GREENFIELD	0230301000802	MARK RUDALAVAGE	18500	
12:30 PM	JAWORSKI THOMAS C JR& CIANI C	OLD FORGE	1840101002201		24000	
12:35 PM	CAMMEROTA JAMES & DENISE	MOOSIC	18504030050	PATRICK LAVELLE	58500	-
12:45 PM	COLONNA M &LORENZOTTI R JR	OLD FORGE	18411010009		11500	<u> </u>
12:50 PM	KISHEL STEPHEN & DELORES	OLYPHANT	11410010007		11000	
1:00 PM	PALAZZARI ARMOND J JR&JENNIFE	ARCHBALD	0940402001105		79900	
1:05 PM	DIMAURO MAURO & ALBERTA	OLD FORGE	18408020013	· · · · · · · · · · · · · · · · · · ·	25000	1
1:15 PM	GRIFFIN ROBERT J & CHRISTINE	MOOSIC	17604C0N03816		28500	
1:20 PM	WAGNER RICHARD	OLD FORGE	16502040015		8000	
1:20 PM	WAGNER ALBERT & CLAIRE	OLD FORGE	1650204001002	-	15500	
1:20 PM	WAGNER ALBERT & RICHARD	OLD FORGE	1650204001001		4000	
1:30 PM	GABRIEL LANDON R	FELL TEP	04501010024		25000	
1:40 PM	BERRY JOHN & PATRICIA A	VANDLING	01608020020		4000	1
1:45 PM	DUNTON DAVID & REBECCA	CARBONDALE	0541611000103	-	24500	
1:55 PM	SHAFFER MARCIA E	JESSUP	11507040037	ALBERT NICHOLLS	16500	
2:00 PM	AVERSA ANTHONY J & MOLLY O	OLD FORGE	17519070043		6300	- 1
2:10 PM	SZYMANSKI CHARLES F & JUDITH A	TAYLOR	15513010011		19000	
2:15 PM	RIZZO WILLIAM P & NANCY	JEFFERSON	16002020006	JOHN MERCURI	16000	
2:15 PM	RIZZO WILLIAM & NANCY	JEFFERSON	16002010040	JOHN MERCURI	13000	
2:25 PM	GAVIN THOMAS J & BRENDA	GREENFIELD TWP	02302020007		10500	<u> </u>
2:30 PM	GABRIEL LAWRENCE JR&LINDA A	CARBONDALE CITY	04570010009		30000	
2:30 PM	GABRIEL LWARENCE A JR&LINDA A	CARBONDALE CITY	04570010008		30000	
2:40 PM	DONOVAN PAUL & REGINA	JEFFERSON	1500201000201		11000	
2:45 PM	COLE KENNETH S JR & KAMI L	ARCHBALD	07417010008		18000	
2:55 PM	MATAY DAVID J & MICHELLE A	MADISON	18203010014		20000	
3:00 PM	NEWBERRY DOMINICK & MARY	GREENFIELD	03301020003		18000	
3:10 PM	PIEMONTESE ANTHONY ETAL	OLD FORGE	17519060014		10000	
3:15 PM	ROSE KRISTYN & GERALD A	MOOSIC	17612050021		28000	
3:20 PM	TRICHILO PATRICK DOMINICK	CARBONDALE CITY	05419060009		14500	
3:25 PM	TRICHILO JESSE D	CARBONDALE TWP	06411040005		19000	
3:30 PM	TRICHILO PATRICK JR &CHRISTINE	MAYFIELD	06417020011		35000	

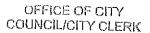


OTAL RECORDS

33

SEP 8 2017





Hearing Date: 10/04/17

12:15 PM 12:20 PM 12:20 PM	OPIELA ALEXANDER III ASCHENBRENNER GEORGE JR & A	SPRINGBROOK	I			
12:20 PM	ASCHENBRENNER GEORGE JR & A		2080001001102		3950	
		LAPLUME	D480301001000		44000	
	ASCHENBRENNER GEORGE & ALIC	LA PLUME	0480301000700		35000	
12:30 PM	HESS DEIRDRE & THOMAS	COVINGTON TWP	22702080081		4750	
12:35 PM	LEWIS JONATHAN	SCOTT TWP	0510201000115		18500	
12:45 PM	PARISI JAMES H JR &PATRICIA	COVINGTON	22003060037		10150	
12:50 PM	HUNT CARL & MEGAN	COVINGTON TWP	1980302000103	BRIGID CAREY	41900	
1:00 PM	NOTO ANTHONY J	CLIFTON	23303070015		34500	
1:05 PM	ABATE ROSALIE	COVINGTON	22701020534	{	5650	
1:15 PM	KAYE JACQUELINE W	CLIFTON	23302100047	TIMOTHY FISHER	34000	
1:20 PM	RICHARDS FLORENCE	SOUTH ABINGTON	08104030008		14000	
1:30 PM	DARTNELL PATRICIA-BOYCE KIM D	CLARKS SUMMIT	1000402000304		38000	
1:35 PM	DEPRIMO SANDRA	RANSOM	16302010010		26585	
1:45 PM	FENICK MICHAEL JOHN&PAMELA L	NEWTON TWP	11004010009		29000	1
1:50 PM	AGUGLIARO JOSEPH A & BONNIE E	SOUTH ABINGTON TWP	0810304000905		62300	
2:00 PM	SCANLON SANDRA J & THOMAS	RANSOM	1520405000605		35000	
2:05 PM	RAYKIN YAKOV	COVINGTON	22701020440		5500	
2:15 PM	REDMOND SANDRA & SAVAKINAS R	CLIFTON TWP	23102010008		11700	
2:20 PM	SHOTTO WARREN M & PAMELA L	DUNMORE	14705020047		12500	
2:20 PM	KASULAITIS DANIEL	THORNHURST	2460401000402		30000	
2:30 PM	MOLINARO DIANE	SCOTT	09204030017		3200	
2:35 PM	VANKAMPEN EDWARD & LARAINE	CLIFTON	23401020028		22000	
2:45 PM	EVANGELISTA JOHN &BURNS TARY	DUNMORE	15801020011		28000	İ
2:50 PM	STOCOSKI WILLIAM JR & VICTORIA	CLIFTON TWP	23803010004		14300	
2:50 PM	STOCOSKI WILLIAM JR & VICTORIA	CLIFTON	23803010008		8400	
3:00 PM	LOWE PAUL & PATRICIA	SOUTH ABINGTON	11102010009		22000	
3:05 PM	DAVIS PROP SUBDIV RD ASSOC IN	SPRINGBROOK	2110202000170		2500	
3:15 PM	YOUTZ KEITH & SUSAN J	BENTON	0300305000308		11400	
3:20 PM	GILHOOLEY JAMES W&MARGARETT	DUNMORE	14705010005		21000	
3:30 PM	WENTLAND JACOB J III	DUNMORE	14610050059		18000	İ

TOTAL RECORDS

30



OFFICE OF CITY COUNCIL/CITY CLERK



MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF SCRANTON HOUSING AUTHORITY JULY 10, 2017



OFFICE OF ONLY COUNCIL/CITY CLERK

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on July 10, 2017.

Pledge of Allegiance.

Mrs. Mary Anne Sinclair, Madame Chairman, called the meeting to order. Roll call please.

1. Roll Call.

Present

Absent

Mary Anne Sinclair Thelma Wheeler Mary Clare Kingsley William J. Egan, Jr. Terrence V. Gallagher

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director; Boyd Hughes, Solicitor, and Ann Frye, Executive Assistant to the Executive Director.

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, we discussed litigation and personnel.

Mrs. Sinclair: Thank you.

3.(a) Approval of the minutes of the Regular Meeting held June 5, 2017.

Mrs. Sinclair: Approval of the minutes of the regular meeting held June 5, 2017.

Mr. Gallagher: So moved.

Mr. Egan: Second.

Ÿ

Upon roll call, the ayes and nays were as follows:

AYES NAYS

None

None

Mary Anne Sinclair Thelma Wheeler Mary Clare Kingsley

William J. Egan, Jr.

Terrence V. Gallagher

3.(b) Approval of the minutes of the Public Hearing held June 5, 2017.

Mrs. Sinclair: Approval of the minutes of the Public Hearing held June 5, 2017.

Ms. Kingsley: So moved.

Mr. Gallagher: Second.

Upon roll call, the ayes and nays were As follows:

AYES NAYS

Mary Anne Sinclair Thelma Wheeler Mary Clare Kingsley William J. Egan, Jr. Terrence V. Gallagher

4. Treasurer's Report for the period April 27, 2017 to May 31, 2017.

Mrs. Sinclair: Treasurer's Report for the period June 1, 2017 to June 30, 2017.

Mr. Egan: This report is as of June 30, 2017. The balances in our checking accounts are \$2,345,286.90. The Section 8 NRA Fund has a balance of \$11,553.68. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the

SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,598,710.05. Petty Cash totaled \$300.00, for a grand total of \$6,955,850.68. Paid bills from June 1, 2017 to June 30, 2017 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Mr. Gallagher: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair Thelma Wheeler Mary Clare Kingsley William J. Egan, Jr. Terrence V. Gallagher

None

5. Secretary's Report.

Mrs. Sinclair: Secretary's Report.

Mr. Gallagher: Madame Chairperson, there is no communications to report.

6. Committee Reports.

6.(a) Chairman Report.

Mrs. Sinclair: Committee Reports, I have nothing to report at this time. Executive Director's Report.

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of May, 2017 our total utility cost was \$216,027.71 and for the month of June, 2017 our total utility cost was \$170,389.44.

4

On our Tenant's Accounts Receivable Report, for the month of April, 2017 we had a

total of 248 delinquents totaling \$115,668.79; for the month of May, 2017 we had 261

delinquents totaling \$129,498.59 and for the month of June, 2017 we had 278 delinquents

totaling \$130,195.41.

On our Construction Report Madame Chairman, work has been progressing smoothly

on the comprehensive renovations of buildings 3 and 16 at Valley View Terrace. Both

buildings are complete except for a few punch list items.

Work has begun on the fire alarm system at Adams High Rise. This product should be

complete within 60 to 90 days.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, Solicitor's Report?

6.(c) Solicitor Report.

Attorney Hughes: I have nothing.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have

an A.C.C. of 1,269 units with 1,208 units under effective lease. There are Sixty-One (61)

vacant apartments in which Twenty-Four (24) vacant units are under modernization at Valley

View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of

1050 units with 851 units under effective lease. Total apartments under effective lease by the

Scranton Housing Authority as of June 30, 2017, are 2,059 out of an A.C.C. of 2,319.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

24

5

7. Unfinished Business.

Mr. Pelucacci: Not to my knowledge, Madame Chairman.

Mrs. Sinclair: New Business.

8. New Business.

Resolution No. 17-13 – Approval of the Submission of our Agency Plan for our 8.(a)

Fiscal Year beginning October 1, 2017.

Mr. Pelucacci: Madame Chairman, Item 8(a) is Resolution No 17-13 which approves

the submission of our Authority's Agency Plan to the United States Department of Housing

anhd Urban Development. Under the Quality and Work Responsibilities Act of 1998, Public

Housing Agencies are required to submit an Agency Plan to HID for review and approval.

Our Agency Plan describes the mission of the Authority and the Authority's long-range

goal and objectives for achieving its mission over the subsequent five years and provides details

about our Authority's immediate operations and programs, while proving a strategy for

handling operational concerns and programs for the upcoming fiscal year.

We have met all the requirements in developing our Agency Plan and it is my

recommendation that the Board of Commissioners pass Resolution No. 17-13 which is Form

HUD 50077.

Mr. Egan: So moved.

Mr. Gallagher: Second.

Upon roll call, the ayes and nays were as follows.

25

AYES NAYS

Mary Anne Sinclair Thelma Wheeler Mary Clare Kingsley William J. Egan, Jr. Terrence V. Gallagher

None

8.(b) Resolution No. 17-14 – Approval of Capital Fund Program (CFP) Amendment.

Mr. Pelucacci: Madame Chairman, Item 8(b) is Resolution No. 17-14 which approves the submission of the Capital Fund Program (CFP) Amendment.

"Whereas, the Scranton Housing Authority, herein called the "SHA" and the United States of America, Secretary of Housing and Urban Development, herein called "HUD" entered into a Consolidated Annual Contributions Contract, ACC Number P=109, dated November 30, 1995; and

Whereas, HUD has agreed to provide CFP assistance, upon execution of CFP Amendment to the PHA in the amount specified on the amendment for the purpose of assisting the PHA in carrying out development, capital and management activities at existing Public Housing Developments in order to ensure that such developments continue to be available to serve low-income families; and

Whereas, the PHA is approving the 2017 CFP Amendment for \$1,747,039.00 dollars; and

Whereas, the PHAS is approving the attached Form HUD 50075.1 (Parts I and II) and Form HUD 50075.2 (CFP – Five-Year Action Plan); and

Now, Therefore, Be It Resolved that the Board of Commissioners of the Scranton Housing Authority hereby authorizes the Executive Director to execute and submit to HUD all required documents pertinent to the CFP Amendment."

It would be my recommendation that the Board of Commissioners pass Resolution No. 17-14.

Mr. Gallagher: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

None

Mary Anne Sinclair Thelma Wheeler Mary Clare Kingsley William J. Egan, Jr. Terrence V. Gallagher

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations and no retirements. Under Workers Compensation, Robert Griffiths has been off since July 7, 2016. Ryan O'Hora has been off from November 9, 2016.

Sadly to report, Jerome Flynn, one of our Maintenance Aides, passed away on June 29, 2017. Jerome joined the Scranton Housing Authority family in February 2001. He was a great worker but more importantly a great guy. Our hearts and prayers go out to his wife Lynn, his daughter Maggie and his son Daniel.

Mr. Pelucacci: That concludes the Personnel Report, Madame Chairman.

10. Public Comment.

(No people were present for Public Comment)

11. Adjournment.

There being no further business to come before the board, the meeting was adjourned at the call of the Chair on motion made by Mr. Egan, and seconded by Ms. Kingsley.

Mary Clare Kingsley, Assistant Societary

Certificate

- I, Mary Clare Kingsley, hereby certify that:
- 1. I am the duly appointed, qualified and acting Secretary of the Scranton Housing Authority.
- 2. I am custodian of the records of said Authority.
- 3. The attached copy of the Minutes of the Regular Meeting of said Authority held July 10, 2017 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on September 6, 2017 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 6th DAY of SEPTEMBER, 2017.

Mary Clare Kingsley

Secretary

FILE OF THE	COUNCIL NO.
-------------	-------------

2017

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229622 ENTITLED "LINDY CREEK FLOOD PROJECT 2017" FOR THE RECEIPT AND DISBURSEMENT OF MATCHING GRANT FUNDS FROM THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") FOR REHABILITATION ASSISTANCE FOR THE LINDY CREEK FLOOD PROJECT.

WHEREAS, the matching grant funds received from DEP deposited into this account will be used for rehabilitation assistance for the Lindy Creek Flood Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229622 is hereby established and that any and all appropriate City officials are authorized to execute any and all documents necessary to set up said account.

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.



DEPARTMENT OF BUSINESS ADMINISTRATION

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

August 24, 2017

Jessica Eskra, Esq. City Solicitor Municipal Building Scranton, PA 18503

Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council creating a new special city account for the purpose of accepting matching grant funds to be received from the Commonwealth of Pennsylvania, Department of Environmental Protection. The purpose of this distribution is for rehab assistance for the Lindy Creek Flood Project.

02.229622 Lindy Creek Flood Project 2017

If you should have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

David Bulzoni \
Business Administrator

DMB:nmk

Encls.

Cc: Roseann Novembrino, City Controller
Wayne Beck, City Treasurer
Lori Reed, City Clerk
Andy Marichak, Financial Analyst
Adam Joyce, Senior Accountant
Rebecca McMullen, Financial Manager



DEPARTMENT OF LAW

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

August 29, 2017

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED
SEP 7 2017

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229622 ENTITLED "LINDY CREEK FLOOD PROJECT 2017" FOR THE RECEIPT AND DISBURSEMENT OF MATCHING GRANT FUNDS FROM THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") FOR REHABILITATION ASSISTANCE FOR THE LINDY CREEK FLOOD PROJECT.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

JLS/sl

RESOL	UTION	INO

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REILLY ASSOCIATES CONSULTING ENGINEERS FOR ENGINEERING SERVICES -TEMPORARY CULVERT IMPROVEMENTS FOR MEADOWBROOK CREEK STORM WATER PROJECT.

WHEREAS, a request for Proposal was advertised for engineering services-temporary culvert improvements for Meadowbrook Creek Storm Water Project 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 Reilly Associates Consulting Engineers for the reasons provided in the Memo attached hereto from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Reilly Associates Consulting Engineers for Engineering Services-Temporary Culvert Improvements for Meadowbrook Creek Storm Water 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 interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

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

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

CONTRACT

This contract entered into this	day of	2017 effective from
to	_ by and between the City o	f Scranton, 340 North
Washington Avenue, Scranton, PA 18503	, hereinafter called "Scrant	on" and
R	EILLY ASSOCIATES	

REILLY ASSOCIATES CONSULTING ENGINEERS 201 LACKAWANNA AVENUE SUITES 309-310 SCRANTON, PA 18503 PHONE NO. (570) 237-5258

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 engineering services-temporary culvert improvements, Meadowbrook Creek Storm Water Project. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

ENGINEERING SERVICES- TEMPORARY CULVERT IMPROVEMENTS, MEADOWBROOK CREEK STORM WATER PROJECT PER THE ATTACHED BID PROPOSAL AND SCRANTON'S SPECIFICATIONS FOR THE LUMP SUM BID OF \$65,300.00

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Reilly Associates Consulting Engineers dated July 25, 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:

TYPE OF INSURANCE	LIMITS OF LIABILITY
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)	#1,000,000.00 aggregate
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 finds, 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:	
	REILLY ASSOCIATES CONSULTING ENGINEERS
	BY:
	TITLE:
	DATE:

BUSINESS ADMINISTRATION

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



SCRANTON

August 30, 2017

Memo

To:

William Courtright, Mayor Jessica Eskra, Solicitor

Lori Reed, City Clerk

Dennis Gallagher, Department of Public Works Director

From: David Bulzoni, Business Administrator

Re: Engineering Services Recommendation - Meadowbrook Creek Temporary

Improvement Project

All,

The City of Scranton received proposals on July 28, 2017 following the publication of a Request for Qualifications supporting the above project.

The following engineering firms submitted qualification proposals:

- 1. KBA Engineering, P.C.
- 2. Reilly and Associates

Following a proposal review, each firm was interviewed to determine the extent of their qualifications in support of the project. While both firms are eminently qualified, the involvement of Reilly and Associates as engineer of record on Phase I of the Culvert project is a meaningful individual qualification which supports this project. Following the selection of Reilly and Associates, the City requested a cost proposal for the firm's services. The cost proposal is attached. The total fee is \$65,300.00. The City Administration views this cost proposal favorably. Ultimately, the ability to secure this level of experience at a favorable cost was the intent of the Request for Qualifications.

Reilly and Associates has a solid background in engineering local projects. The firm offers a completely holistic approach to the management of the Meadowbrook Creek Project. The principal team consists of personnel with direct storm water experience. The firm's involvement in the Meadowbrook Creek Phase I project brings added value to their retention.

The City presently maintains approximately \$1.40 million in the Plot-Green Ridge Flood Control account in the Special Cities Fund. A component of these funds will be deployed to meet the costs of this project.

The project is subject to review and approval by the Commonwealth of Pennsylvania Department of Environmental Protection. The Department will undertake permanent improvements to the culvert according to an as yet undetermined schedule. The design phase of the project is scheduled for 2018.

Based on the above information, the Office of the Business Administrator, with assistance from the Proposal review committee, recommends the approval of the proposal submitted by Reilly and Associates and the subsequent contract with the firm.



ENGINEERING / ENVIRONMENTAL / SURVEYING

August 18, 2017

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

Attn: Mr. David Bulzoni

Business Administrator

Re: City of Scranton

Engineering Services - Temporary Culvert Improvements

Meadow Brook Storm Water Project Proposal/Agreement when executed

Dear Mr. Bulzoni:

We are pleased to submit our proposal for professional services in connection with the above referenced project.

Project Summary

The project consists of repairs to portions of the Meadow Brook Drainage Culvert between the rear of the residential structure at 1615 Penn Avenue to the City line adjacent to Electric Street. Meadow Brook is a tributary to the Lackawanna River and is located in the Green Ridge section of the City of Scranton. The limits of the repair sections will be determined during the design phase of the project. The repairs will be designed as temporary solutions in consideration of a future permanent improvements project proposed to be undertaken by the City in cooperation with the Commonwealth of Pennsylvania Department of Environmental Protection. The project will be funded by flood control funds maintained in escrow by the City of Scranton.

Professional Services

The professional services shall include the following:

- A. Preliminary Design Phase Services
 - 1. Discuss the project goals and objectives with City Officials.
 - 2. Inspect the project site/sites with City Officials if requested. Coordinate site inspections with local residents.
 - 3. Investigate and document the existing conditions. Assess the existing structural conditions of the culverts and pipes.
 - 4. Develop models of hydraulic capacities of the system.
 - 5. Develop temporary, cost-effective alternative repair options which are structurally stable, safe and provide adequate drainage capacity.
 - 6. Provide costs estimates for the alternative repair options to the City.



City of Scranton August 18, 2017 Page 2 of 3

- 7. Conduct public and/or private meetings with residents on the proposed plans.
- 8. Submit report to the City for selection and approval of repair options.

Please note the following regarding the scope of services:

- Scope includes an estimated 800 lineal feet of required culvert repair sections.
- Topographic field surveys will be limited to the selected culvert repair sections.

B. Final Design Phase Services

- 1. Coordinate with PADEP and prepare and submit permit applications as required for the proposed work.
- 2. Prepare final sketch plans and construction cost estimate for approval by the City.
- 3. Prepare final plans, construction specifications and bid forms and review with City. Review detailed construction estimate. Present final plans and bid forms to City for final approval.

C. Bidding Phase Services

- 1. Prepare bid package and coordinate advertisement for bids. Contact potential bidders. Conduct a pre-bid meeting.
- 2. Coordinate acceptance of bids, review bids, recommend low bidder to City.

D. Construction Phase Services

- 1. Hold pre-construction meeting with City Officials and involved utility companies, contractor and sub-contractors. Determine at that time whether contractor has any issues that may require analysis from a schedule standpoint. Resolve these to the satisfaction of the City.
- 2. Coordinate Notice To Proceed (NTP) for construction work to begin.
- 3. Provide periodic review of the Contractor's progress and review contractors payment requests.
- 4. During construction resolve issues regarding the project promptly with consideration of potential schedule and financial impacts. Keep City Officials aware of all items on an ongoing basis. Objective will be to give contractor direction at earliest possible moment. Most of the issues should be answered within 24 hours.
- 5. Hold semi-final inspection, prepare punch list of items for contractor to perform.
- 6. Verify punch list completion, recommend acceptance of project.

Reilly Associates can provide full-time inspection of project if requested.

Project Schedule

Preliminary design is expected to be completed within four to six weeks form our notice to proceed. Once the alternatives report is reviewed by the City and an alternative is selected the



City of Scranton August 18, 2017 Page 3 of 3

permit applications will be prepared and submitted for review within approximately four weeks. Final bidding documents can be completed and ready for advertisement within approximately two weeks from permit approval.

Fee Proposal

Owner shall pay Engineer the following lump sum fees for the associated services:

	Annual Control of the	
Ā.	Preliminary Design Phase Services	\$32,500
В.	Final Design Phase Services	\$22,000
C.	Bidding Phase Services	\$2,300
D.		\$8,500
	Total Lump Sum Fee	\$65,300
	1	4

We will bill you monthly for Services and Reimbursable Expenses. The above financial arrangements are based on the orderly and continuous progress of the project through completion and the prompt payment of our invoices.

This proposal consisting of this letter and the attachments as listed immediately following this paragraph represents the entire understanding between you and us in respect to the Project and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us.

eilly Associates Professional Services – 2017 Standard Terms and Conditions (Pages 1 - 2			
Approved by:	Respectfully submitted:		
Owner	Reilly Associates		
	Ahomas J. Reilly, Jr., P.E.		
	President		
Title	· · · · · · · · · · · · · · · · · · ·		
Date	Date 8/19/17		

REILLY ASSOCIATES

PROFESSIONAL SERVICES

2017 STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions set forth herein are part of the attached proposal (the "Proposal") for performance of engineering, environmental or surveying services and all supplements to the Proposal. In the event of any inconsistencies, the terms of the Proposal shall take precedence over these Standard Terms and Conditions.

- 1. GENERAL: Reilly Associates (hereinafter referred to as "Reilly") shall provide for CLIENT professional engineering, environmental or surveying services in all phases of the Project to which the Proposal applies (the "Project"). Reilly's professional services will be performed with the care and skill ordinarily used by members of Reilly's profession practicing under similar conditions at the same time and in the same locality. There are no other warranties, express or implied, made by Reilly with respect to the Project or in any reports, opinions, drawings, specifications or other documents furnished by Reilly under the Proposal.
- 2. CLIENT'S OBLIGATION: To assist Reilly in the performance of the services hereunder, CLIENT shall (a) cooperate in every reasonable manner with Reilly and provide all material, data and information which pertains to the Project, including all criteria, design, and construction standards and all other information relating to Reilly's requirements for project; (b) consult with Reilly; (c) permit Reilly reasonable access to CLIENT'S location(s); (d) secure and provide all permits and licenses necessary for the performance of services hereunder at CLIENT'S facility(ies); and (e) provide prompt written notice of any defects or suspected defects in Reilly's performance.
- 3. PROFESSIONAL LIABILITY: To the fullest extent permitted by law. Reilly's total liability to CLIENT for any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or the Proposal from any causes, including, but not limited to, Reilly's negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed the total of Reilly's professional liability insurance. Reilly will submit to CLIENT a certificate of insurance indicating coverage limits and shall carry a clause requiring thirty (30) days written notice to CLIENT of cancellation. Notwithstanding any other provision herein, Reilly shall not be responsible for any incidental, indirect consequential damages (including loss of profits) incurred by CLIENT or any third party occasioned by services performed hereunder or by application or use of reports or other work performed hereunder.
- BUILDERS RISK COVERAGE: Should CLIENT obtain a builder's risk policy for the construction phase of this Project, CLIENT shall name Reilly as an additional insured
- 5. INDEMNIFICATION: CLIENT will indemnity and hold harmless Reilly, its officers, directors, shareholders or agents, employees, consultants and subcontractors from and against any and all liabilities, damage or expenses including, without limitation, any and all legal costs and expenses, whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless or intentional acts or omissions by CLIENT, its

- officers, directors, shareholders or agents, employees, consultants and subcontractors whether or not said acts or omissions are negligent, reckless, intentional or unintentional.
- CONSTRUCTION STATUS: If Reilly's work involves providing professional services during the construction phase of a project, the construction contractor shall have sole responsibility to supervise, direct, or control the work; and the construction contractor shall be solely responsible for the means, methods and techniques of construction and the construction contractor shall be solely responsible for all safety measures. Neither Reilly's review of project submittals, nor Reilly's site visits, nor Reilly's review of the work for the purposes of recommending payments nor Reilly's recommendation of any payment including final payment nor any action of Reilly will impose on Reilly responsibility to supervise, direct, or control the work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the construction contractor's compliance with Laws and Regulations applicable to construction contractor's furnishing and performing the Work.

7. PAYMENT OF INVOICES:

- 7.1. Invoices will be submitted by Reilly on a monthly basis unless otherwise noted in the Proposal. Payments will be due and payable in full on receipt by CLIENT of an invoice without retainage, and payment will not be contingent upon receipt by CLIENT of funds from third parties.
- 7.2. CLIENT shall notify Reilly in writing within ten (10) days after receipt of an invoice if any aspect of the invoice is in dispute. CLIENT agrees to pay all charges not in dispute promptly upon receipt of the invoice. CLIENT agrees that Reilly has the right to suspend or terminate service without prior notice if charges are not paid within 30 days after receipt of an invoice from Reilly, and CLIENT agrees to waive any claim against Reilly, and to indemnify, defend and hold harmless Reilly from and against any claims arising from Reilly suspension or termination of work by Reilly because of CLIENT'S failure to provide timely payment.
- 7.3. If fees are not paid in full within 30 days of the date of the invoice. Reilly reserves the right to pursue all remedies, including withdrawing certifications and retaining all documents without recourse.
- 7.4. If at any time an Invoice remains unpaid for a period in excess of 30 days, a service charge of 1 ½% per month will be charged on past-due accounts from the date of the Invoice. CLIENT agrees to indemnity and hold harmless Reilly from and against any and all responsible fees, expenses and costs incurred by Reilly in its efforts to collect and enforce payment of accounts that have not been paid when due.
- 7.5. All invoicing will be substantiated by Reilly cost record sheets and work order system. Time spent in additional detailing of invoices at the CLIENT'S request is consider extra effort on the Project and will be invoiced as additional work along with any related cost of making copies and reproduction.

REILLY ASSOCIATES

PROFESSIONAL SERVICES

2017 STANDARD TERMS AND CONDITIONS

- 8. DELAYS AND FORCE MAJEURE: CLIENT shall not hold Reilly responsible for damages or delays in performance caused by acts of God, acts and/or omissions of federal, state and local governmental authorities and regulatory agencies or other events which are beyond the responsible control of Reilly. Should such, acts or events occur, it is agreed that Reilly shall use its best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement.
- 9. OWNERSHIP, MAINTENANCE AND USE OF DOCUMENTS. All materials resulting from Reilly's efforts on this Project, including documents, calculations, maps, photographs, drawings, any and all information transferred through electronic media, word processing, or computer discs, computer printouts, notes, samples, specimens and any other pertinent printed stored or transmitted data are instruments of Reilly's service. Reilly shall have ownership of all such instruments of service and shall have the right to retain copies of all such instruments of service. All reports and other materials resulting from Reilly efforts are not intended or represented to be suitable for reuse by any party other than CLIENT or on extensions or modifications of the Project or any other project. Reuse of said reports or other materials by CLIENT on such extensions, modifications or other projects without written permission or adaptation by Reilly for the specific purpose intended shall be at the user's sole risk, without liability on Reilly's part. Unless restricted by the terms of a Confidentiality Agreement, Reilly reserves the right to use photographs with respect to the Project for the purpose of Reilly promotional materials, including but not limited to Reilly's web site, brochure and corporate newsletter.
- 10. PATENTS AND CONFIDENTIAL INFORMATION Reilly shall retain all right and title to all patentable and unpatentable inventions including confidential know-how and software developed by Reilly hereunder in its field of expertise.
- 11. SITE INFORMATION: If requested by Reilly, CLIENT shall locate for Reilly, and shall assume responsibility for the accuracy of its representations as to, the locations of all installations and underground utilities. In such event, Reilly will not be responsible for damage to any such utilities or installations not so located.
- 12. DISPOSAL OF HAZARDOUS WASTE SAMPLES AND CONTAMINATION EQUIPMENT:
- 12.1 All samples of hazardous contaminatants are the property and responsibility of CLIENT and shall be returned to CLIENT at the end of the project for proper disposal. Alternate arrangements to ship such samples directly to a permitted hazardous waste or other appropriate disposal facility may be made at CLIENT'S request, responsibility, and expense.
- 12.2 All laboratory and field equipment that cannot readily and adequately be decontaminated shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment directly over

- to a permitted hazardous waste or other appropriate disposal facility may be made at CLIENT'S request, responsibility and expense.
- 12.3 CLIENT agrees to indemnify and hold Reilly harmless from and against all loss, damage and expense arising out of the disposal of all such samples and equipment, except to the extend caused by the negligent or willful misconduct of Reilly.
- 13. NO THIRD PARTY RIGHTS: This Agreement shall not create any rights or benefits to parties other than CLIENT and Reilly. In particular, no document shall create any third party rights for CLIENT'S contractors and CLIENT'S construction contracts shall prohibit any suit by CLIENT'S construction contractors against Reilly.
- 14. FEES AND EXPENSES: Unless the Proposal provides otherwise, the proposed fees and expenses constitute estimate of the charges required to complete the services as defined. The estimate of charges is based on Reilly's current standard rates. AN ITEMIZED SCHEDULE OF SAID CURRENT STANDARD RATES WILL BE PROVIDED TO CLIENT UPON WRITTEN REQUEST. Overtime hours will be charged as agreed above with no premium, unless otherwise defined in the Proposal. Expenses properly chargeable to CLIENT shall include, but not limited to, internal and various direct expenses, field supplies and equipment, laboratory fees, and independent contractor charges. A 10% handling and administrative charge will be added to all project expenses.
- 15. CONTRACT MODIFICATION: Any contract with greater than a one-year term is subject to renegotiation. Any changes in the terms and conditions of this agreement shall be effective only when incorporated as a written amendment to this agreement.
- 16. ENTIRE AGREEMENT: The proposal, including Standard Terms and Conditions, drawings plans, plots and exhibits attached thereto set forth the entire understanding and agreement between the parties with respect to the Project, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The documentation described in the prior sentence supersedes all prior documents, agreement and understanding between the parties with respect to the Proposal
- 17. GOVERNING LAW: This Agreement and the terms and conditions of the Proposal shall be governed by, and constructed in accordance with, the laws of the Commonwealth of Pennsylvania. Any action arising out of the work performed pursuant to this agreement and/or proposal must be brought either in the Court of Common Pleas of Luzerne County, Pennsylvania or the U.S. Middle District of Pennsylvania.

Department of Business Administration

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





SCRANTON

July 28, 2017

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

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Friday, July 28, 2017 in Council Chambers for the City of Scranton Engineering Services-Temporary Culvert Improvements Meadowbrook Creek Storm Water Project. Attached are the copies of the proposals submitted by the following companies:

KBA Engineering Reilly Associates

Thank you for your cooperation in this matter.

Aulie Reed.

Purchasing Clerk

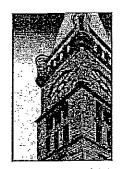
Encls.

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 S

June 20, 2017

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

Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on Friday July 28, 2017 at 10:00 A.M. for the following:

City of Scranton Engineering Services-Temporary Culvert Improvements Meadowbrook Creek Storm Water Project

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications. Thank you for your cooperation in this matter.

4 I V I V

Purchasing Clerk

CC: Mayor William Courtright

Mrs. Roseann Novembrino, City Controller

Mrs. Lori Reed, City Clerk

Mr. David Bulzoni, Business Administrator Mrs. Rebecca McMullen, Financial Manager

Ms. Jessica Boyles, City Solicitor

File

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. July 28, 2017 at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON

ENGINEERING SERVICES – TEMPORARY CULVERT IMPROVEMENTS

MEADOWBROOK CREEK STORM WATER PROJECT

Proposals shall be made upon the official proposal form attached to the specifications which may be obtained at the City Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503 and which may be had by bona fide bidders. Copies can be requested by contacting the City of Scranton Purchasing Clerk, at jreed@scrantonpa.gov.

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Engineering Services". 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 six (6) copies of this proposal. If you have any questions, please call David M. Bulzoni, Business Administrator, at (570) 388-4214, or Dennis Gallagher, Department of Public Works Director, at (570) 348-4108.

David M. Bulzoni

Business Administrator

Each proposal must be accompanied by a signed proposal, certificate of insurance, and signed anti-collusion and affirmative action affidavit.



INVITATION FOR REQUEST FOR PROPOSAL

CITY OF SCRANTON

I. TYPES OF SERVICES REQUIRED

The City of Scranton requires professional service and advice with the following project:

2017 Engineering Services – Temporary Culvert Improvements Meadowbrook Creek Storm Water Project

The Project requires professional engineering services to repair portions of the Meadow Brook Drainage Culvert affecting individual property owners at various locations in the drainage area within the City of Scranton. The engineering firm will develop one or more temporary solutions for the identified deficiencies through the preparation of plans, specifications, and cost estimates for the temporary improvements. The firm will perform a condition assessment for affected properties within the area of the culvert affected by the identified deficiencies.

The Project will be funded by flood control funds maintained in escrow by the City of Scranton.

Meadow Brook Creek is a tributary of the Lackawanna River located in Lackawanna County, Pennsylvania. The tributary is approximately 2.0 miles long and flows through the Borough of Dunmore and the City of Scranton. The watershed of the stream has an area of 2.43 square miles. It is designated as a Coldwater Fishery and a Migratory Fishery. The stream flows through an existing culvert system for much of its length. However, there are areas where the stream is diverted through an open concrete channel or has a natural stream bed. The Meadow Brook stream culvert has experienced significant flow loss and what flow it does have mainly consists of intermittent storm water flows.

Permanent project improvements will be undertaken in cooperation with the Commonwealth of Pennsylvania Department of Environmental Protection. The project design phase is scheduled for undertaking in 2018. The most recent Green Ridge Flood Control project phase is defined in project documentation amendments, as referenced, with the Department of the Army Corps of Engineers on March 22, 2002, and the Department of Environmental Protection on September 8, 2005.

II. INFORMATION REQUIRED FROM INTERESTED FIRMS

The City of Scranton is pleased to invite your firm to submit a written Proposal for this project. The City of Scranton shall negotiate a contract with the most qualified firm, for necessary services, at compensation which the City determines as fair and reasonable. Should the City of Scranton be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, the City shall then undertake negotiations with the second most qualified firm.

Information shall include the following:

- 1. Firm's method of approach for furnishing the required services.
- 2. The firm's statement of qualifications, profile, and performance regarding the proposed contract. (See attached Professional Advice Questionnaire for Architect/Engineer.)

Interested firms shall address and submit their "Request for Proposal" to:

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18503

The proposals shall be received no later than 10:00 A.M. prevailing time on July 28, 2017.

III. COMPENSATION

The City of Scranton will negotiate a fixed fee for all services to be provided by the firm in connection with the project. It is expressly understood that failure to negotiate for services as established above, will disqualify the firm's "Request for Proposal."

IV. FACTORS FOR EVALUATION

Each "Request for Proposal" received from interested firms shall be reviewed by the City of Scranton and, if necessary, the firm will be invited to be interviewed, should additional information be necessary. This information will then be evaluated by utilizing the attached Evaluation Criteria Form, and will be scored. The responsible firm, whose credentials will be most advantageous to the City of Scranton, will be considered in negotiations.

The contract will be awarded within sixty (60) days of the date of City Council approval.

The City of Scranton is an Affirmative Action Equal Employment Opportunity Employer.

NON-COLLUSION AFFIDAVIT

Ι	, the
(NAME)	(TITLE)
OF	, certify and make this affidavit
(VEN	IDOR, COMPANY, AGENCY)
on behalf of responsible fo	ny company agency, or brokerage and its owners, directors, and officers that I am the person r the pricing quoted in this proposal for the City of Scranton to which this affidavit forms a part.
I, by 1	my signature on this form, certify that:
1.	That the pricing reflected in this proposal have been arrived at independently and without outside influence, communications, or collusion from any other bidder, potential bidder, or disqualified bidder.
2.	That the pricing contained in this proposal has not been disclosed to or discussed with any other bidder, potential bidder, or disqualified bidder.
3.	That no influence, extortion, or collusion has been used to restrain or prevent any person, firm, company, or organization from participating in or responding to this request for proposal by the City of Scranton.
4.	That this proposal is being made free and clear of any collusive activity or inducement to submit this as a non-competitive proposal for the purpose of complementary bidding to make another proposal appear to be lowest.
form a part of proposal is be submission of banning of bid	erstand that by signing this form I acknowledge that the above representations are material to, f, and will be relied upon in the awarding of a contract by the City of Scranton for which this sing submitted. I further understand fraudulent concealment of the true facts pertinent to the this affidavit shall subject such vendor, company, or agency to penalties of law and permanent dding, subcontracting or providing any and all current and future materials, equipment, services quired by the City of Scranton.
	VERIFICATION
I, foregoing Nor This statement	, hereby state that the facts contained in the within the n-Collusion Affidavit are true and correct to the best of my knowledge, information and belief. at is made subject to the penalties of 18 Pa. C. S. A. Section 4904 relating to unsworn authorities.

All responses must be received by 10:00 A.M. Eastern Time July 28, 2017. Questions should be submitted to either <u>jreed@scrantonpa.gov</u> or <u>dbulzoni@scrantonpa.gov</u>. Subject line of questions and/or responses should read: "City of Scranton Engineering Services".

THIS PROPOSAL MUST BE RECEIVED IN THE OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN 10:00 a.m. July 28, 2017

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18503

NAME OF VENDOR:		
CONTACT PERSON:		
STREET ADDRESS:		
CITY/STATE/ZIP:		
TELEPHONE NUMBER:		
FAX NUMBER:		
EMAIL ADDRESS:		

2b. Identification Number, Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service. 3a. Name, Title & Telephone Number of Principal to Contact: if any: 3b. Address of office to perform work, if different from Total Personnel PROFESSIONAL ADVICE QUESTIONNAIRE Announcement Date, if any: 2a. Public Advertisement ARCHITECT/ENGINEER Specification Writers Structural Engineers Soils Engineers Item #3: Surveyors Planners: Urban/Regional Mechanical Engineers Landscape Architects Electrical Engineers Estimators 1. Project Name/Location for which firm is filing: Construction Inspectors 4. Personnel by Discipline: 3. Firm Name & Address: (Secretarial/Clerical) Civil Engineers Administrative Architects Draftsmen

FIRM NAME: 5. Does your firm qualify under one of the following:	PROJECT NUMBER: 6. Outside key consultants/associates anticipated for this project:
A. Female Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm E. Small Business Firm	
7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:	pated for this Project:
a. Name and Title:	a. Name and Title:
b. Project Assignment:	b. Project Assignment:
c. Name of firm with which associated:	c. Name of firm with which associated:
d. Years experience: With this firm With other firms e. Education: Degree(s)/Year/Specialization	d. Years experience: With this firm With other firms
	o. Dancanon. Degree(s)/ 1 eal/specialization
f. Active Registration: Year first registered/Discipline	f. Active Registration: Year first registered/Discipline
g. Other experience and qualifications relevant to the proposed project:	g. Other experience and qualifications relevant to the proposed project:
4.	

AFFIRMATIVE ACTION CERTIFICATION

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

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

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

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

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

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

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

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

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

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

Date	
	(Name of Bidder)
Ву	
Title	

CERTIFICATE OF NON-SEGREGATED FACILITIES

1

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

Engineering

Environmental

Suveying

REQUEST FOR PROPOSAL

CITY OF SCRANTON

ENGINEERING SERVICES –

TEMPORARY CULVERT

IMPROVEMENTS

MEADOWBROOK CREEK

STORM WATER PROJECT

JULY 28, 2017

Submitted To:

Roseann Novembrino
City Controller
City of Scranton
340 N. Washington Avenue
2nd Floor
Scranton, PA 18503

Submitted By:

REILLY ASSOCIATESCONSULTING ENGINEERS

201 Lackawanna Ave., Suites 309-310 Scranton, PA 18503 (570) 237-5258



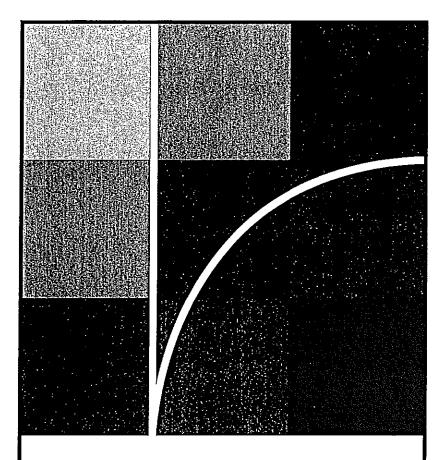
EXHIBIT

Bu



Table of Contents

Letter of Transmittal	1
Project Approach	2
Professional Advice Questionnaire Form PA1A	3
Project Experience	4
Certificate of Insurance Anti-Collusion Affidavit Affirmative Action Affidavit Certificate of Non-Segregated Facilities	5



LETTER OF TRANSMITTAL





ENGINEERING / ENVIRONMENTAL / SURVEYING

July 28, 2017

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

Attention: Mr. David Bulzoni

Subject: Letter of Transmittal for Engineering Services - Temporary Culvert Improvements -

Meadowbrook Creek Storm Water Project

Dear Mr. Bulzoni:

Reilly Associates is pleased to provide you with our response to the City of Scranton Meadowbrook Creek Storm Water Project, request for engineering services and acknowledges receipt of amendment #1. Reilly Associates will be able to quickly and efficiently provide engineering services for this project from to its new Scranton Office. Reilly Associates' has been providing engineering and surveying services for over 80 years. We have extensive experience with many similar projects and have successfully completed a major stormwater and culvert improvement project in Scranton which included Meadowbrook Creek, Keyser Creek, Lindy Creek and Leach Creek for the Department of General Services, City of Scranton Flood Control Project.

Reilly Associates <u>designed the original Meadowbrook Creek Culvert</u> replacement from the Lackawanna River, across Green Ridge St. to behind Penn Avenue. The culvert was installed along homes and in backyards. Reilly Associates assessed the existing culvert's conditions, provided temporary protection and repairs and worked closely with City officials and residents for this successful project. Reilly Associates performed hydrologic and hydraulic analyses and obtained PADEP and US Army Corps permits. The same management team from the original Meadow Brook Creek project will be utilized again: Thomas J. Reilly, Jr. PE, Joseph Durkin, PE and Martin Musso, PE.

Reilly Associates has an office in downtown Scranton to better serve the City. Our close proximity to the subject work sites will allow for effective and efficient information gathering and construction management coordination.

Reilly Associates was responsible for the design of the Scranton Flood Control project in the Green Ridge section of Scranton. This \$8,000,000 project featured the structural design of 14 highway and railroad culverts, over 2,000 feet of large box culvert (over 10'x7') and over 1,000 feet of large diameter pipe culvert (over 10'). It also included stormwater detention basins and



debris basins as well as the evaluation and rehabilitation of the existing stormwater conveyance systems. The work was designed in utility-congested city roadways, in the backyards of homes and alongside operating commercial facilities. This project was completed and solved a serious drainage issue in this part of Scranton. This project was designed under a contract with Pennsylvania Department of General Services.

Reilly Associates successfully completed a project for Pittston City that included similar project scope and associated design/construction activities that are expected to be required for this project. The project scope of work included design of a repairs and partial replacement of 54-inch oval brick culvert, site reconnaissance, performing assessment of the culverts, structural analysis, develop repair alternatives, preliminary and final design engineering services, as well as cost estimating and construction phase inspection services.

Reilly Associates was also responsible for all engineering services for a FEMA Emergency Culvert Replacement to repair and replace a 6-ft. stone arch structure damaged by a flood. The culvert replacement was designed to convey the 100-year design storm without surcharging the system. The culvert system is classified as a stream enclosure and carries Laurel Line Creek through the City of Pittston and outlets directly into the Susquehanna River. As a stream enclosure, the project required a Pennsylvania Water Obstruction and Encroachment Permit & U.S. Army Corps of Engineers Section 404 Permit for construction.

Reilly Associates successfully completed a project for West Pittston that included similar project scope and associated design/construction activities that are expected to be required for this project. The project scope of work included design of a new 6 ft. diameter culvert, site reconnaissance, performing assessment of the culverts, structural analysis, develop repair alternatives, preliminary and final design engineering services, as well as construction phase inspection services in full compliance with CDBG-DR Program requirements.

Reilly Associates has been providing design services similar to those required on this project for over 80 years. Due to the municipal focus of our business, Reilly Associates has in depth knowledge of City and Municipal Government ordinances and regulations related to stormwater management projects and infrastructure replacement. Reilly Associates was heavily involved in disaster recovery projects after the flooding in 2011 that included community rebuilding of stormwater facilities, water and sewer utilities, streets and sidewalks.

Mr. Thomas J. Reilly, Jr. P.E. will be the principal in charge. Our project manager for this work will be Mr. Joseph Durkin, P.E. Mr. Durkin has over 30 years of experience in all types of civil and municipal engineering including stormwater, drainage and flood control projects. Mr. Durkin will be assisted by Mr. Marty Musso, P.E., C.B.I. Mr. Musso has over 25 years of experience and has considerable amount of drainage and structures experience including culvert and bridge design. Mr. Musso is also a Certified Bridge Inspector. Should the project design



solutions require it, Mr. Musso is familiar with PennDOT design criteria having served as project engineer on numerous PennDOT projects. Mr. Musso is a life-long Scranton resident.

In addition to being a professional engineer, **Mr. Paul Menichello** is also certified as a Professional Traffic Operations Engineer (P.T.O.E). Mr. Menichello has recently managed three Park/Ride projects for PennDOT, District 4-0 and the 2015/2016 City of Scranton OECD paving projects. He is very familiar with the City of Scranton and their current municipal ordinances and requirements. Mr. Menichello will be assisted by **Mr. Donald Totino**, P.E. Mr. Totino has considerable road and curb cut design experience and is very familiar with municipal projects and procedures. Mr. Totino was the project engineer on the City of Scranton 2015/2016 OECD paving project.

Other key members of the Reilly Associates' staff include the following:

Providing Quality Review will be **Mr. Thomas J. Reilly, Jr., P.E.** who has over thirty years of experience in the management and design of a broad range of stormwater management, flood control, site design, building, structural, and transportation projects including extensive experience on a variety of DGS, CDBG and PennDOT projects. His recent experience includes management of several complex multi-million dollar projects with coordination with government agencies, utilities and technical specialists.

Mr. Casey Cawley, E.I.T., P.E. (NY) will support the project with his extensive stormwater facility design and permitting expertise. Survey services will be lead by Mr. Charlie Gmiter, P.L.S, Chief of Survey, who has over 40 years of experience. Mr. Gmiter was heavily involved in the City of Scranton Flood Control project and is familiar with performing and reviewing surveys required of existing utility systems and stormwater management facilities.

Mr. James Ridolfi, P.E. manages storm and domestic wastewater collection and pumping system design and construction projects for public sector clients. He also provides regulatory guidance and engineering expertise to a variety of industrial clients, including air emissions permitting, pollution prevention planning, wastewater treatment, hazardous waste management and OSHA compliance assistance.

Reilly Associates has a staff of resident project representatives with experience on a variety of projects including stormwater management, culvert and bridge projects, roadway, curb cut and utility inspection Mr. Dave Makala, Reilly construction supervisor, supervises a staff of over twenty inspectors who have over 200 years of experience in the construction industry. These inspectors currently serve as resident project representatives for a utility company in the Scranton area, the Scranton Sewer Authority and a variety of municipal and private clients. Mr. Makala is a registered Bituminous Pavement Field Technician and has HAZMAT and nuclear gauge compaction certification.



Reilly Associates has the capacity to deliver this project so that construction can be completed during the 2017 construction season. We have the experience and the expertise having delivered similar projects in a very similar timeframe for the City.

Firm Corporate Profile:

Reilly Associates is an engineering firm that specializes in municipal engineering services such as drainage and stormwater design; flood control projects; roadway and bridge design; bridge inspection; traffic engineering, speed studies and traffic signal design; grant and funding applications; subdivision and land development reviews; park planning and design; water and wastewater engineering; surveying; construction management and construction inspection services. Six Reilly Associates engineering professionals reside in Scranton, and an additional eight professionals reside in Lackawanna County.

Firm History:

Reilly Associates was founded in 1930 by the late John J. Reilly P.E. In addition to serving as the Mayor of Pittston, Mr. Reilly designed municipal buildings, fire stations, roadways and sewer systems. Under his leadership, Reilly Associates became a leading municipal engineering firm in the area. The company is currently managed and owned by Mr. Reilly's son, Thomas J. Reilly, P.E., P.L.S., grandson, Thomas J. Reilly Jr., P.E. and Joseph S. Durkin, P.E.

Reilly Associates includes engineering professionals who design and oversee a wide variety of municipal, private and public projects in Pennsylvania and New York State. Reilly Associates is a professional corporation providing professional engineering and surveying services. We have over fifty professional engineers, surveyors, resident project representatives and staff, including 19 registered Professional Engineers and Surveyors in our firm. In addition, Reilly Associates has nuclear gauge compaction testing equipment and certified personnel to utilize the equipment.

Municipal Experience:

Reilly Associates currently serves as municipal engineer for the following municipalities:

City of Pittston, West Pittston Borough, Penn Lake Park Borough, Bear Creek Village Borough, White Haven Borough, Yatesville Borough, Factoryville Borough, Stroud Township and Chestnuthill Township. Reilly Associates also serves as engineer for the Stroud Township Sewer Authority, the Shickshinny Sewer Authority, the Manchester Township Sewer Authority and the Bear Creek Township Sewer Authority. Reilly Associates is currently the review engineer for the Bradford County Planning Commission.

We have demonstrated excellent understanding of the rules and procedures that govern local municipal work. In addition, we have demonstrated the ability to secure funding for some of the projects we have worked on, including the Pittston Streetscape Phases I and II, the Factoryville



parking lot project and the Pittston and West Pittston sewer separation projects. These projects represent \$20 million in combined construction cost.

Municipal work is a very important part of our workload and we are very familiar with providing professional services in that area. Should you have any questions on our proposal please contact me at your convenience.

All information contained in the Qualifications Statement submittal is complete and accurate.

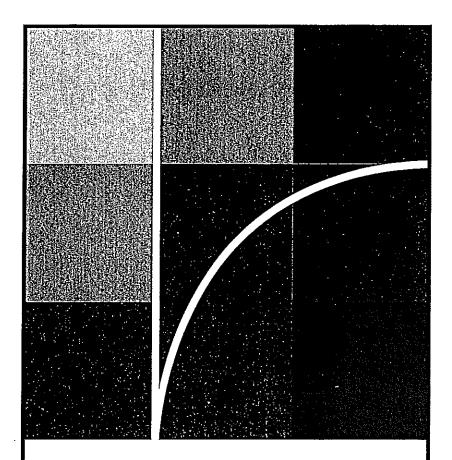
Thank you for the opportunity to submit our qualifications for this project.

Very truly yours,

REILLY ASSOCIATES

Thomas I Pailly In P.F.

President



PROJECT APPROACH





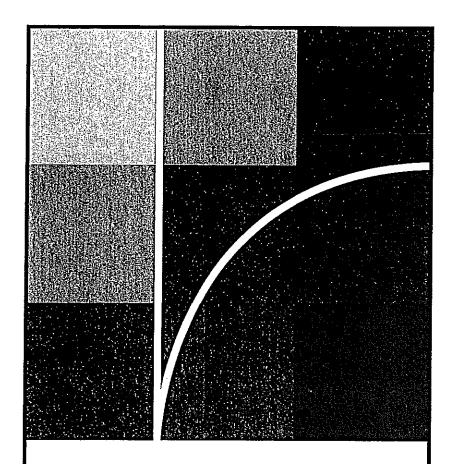
Project Approach City of Scranton Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project

Reilly Associates <u>designed the original Meadowbrook Creek Culvert</u> replacement from the Lackawanna River, across Green Ridge St. to behind Penn Avenue. The culvert was installed along homes and in backyards. Reilly Associates assessed the existing culvert's conditions, provided temporary protection and repairs and worked closely with City officials and residents for this successful project. Reilly Associates performed hydrologic and hydraulic analyses and obtained PADEP and US Army Corps permits. The same management team from the original Meadow Brook Creek project will be utilized again: Thomas J. Reilly, Jr. PE, Joseph Durkin, PE and Martin Musso, PE.

- 1. Discuss the project goals and objectives with City of Scranton Officials.
- 2. Inspect the project site/sites with City Officials if requested. Coordinate site inspections with local residents.
- 3. Investigate and document the existing conditions. Assess the existing structural conditions of the culverts and pipes.
- 4. Develop models of hydraulic capacities of the system.
- 5. <u>Develop temporary, cost-effective alternative repair options which are structurally stable, safe and provide adequate drainage capacity.</u>
- 6. Provide costs estimates for the alternative repair options to the city.
- 7. Conduct public and/or private meetings with residents on the proposed plans.
- 8. Select the final plans.
- Maintain communication and contact with City Officials. Keep the City apprised of scope, progress and estimated costs. Updated Reports would be provided at least every four weeks.



- 10. Reilly Associates will send out coordination letters to utility companies to determine if there is any planned work by utility company. This information will be used to assist the City in planning and prioritizing the various locations addressed in the project.
- 11. Prepare preliminary sketches/plans with construction estimate for approval of City.
- 12. Prepare final plans, construction specifications and bid forms and review with City. Review detailed construction estimate. Present final plans and bid forms to City for final approval.
- 13. Prepare bid package and coordinate advertisement for bids. Contact potential bidders. Conduct a pre-bid meeting.
- 14. Coordinate acceptance of bids, review bids, recommend low bidder to City.
- 15. Hold pre-construction meeting with City Officials and involved utility companies, contractor and sub-contractors. Determine at that time whether contractor has any issues that may require analysis from a schedule standpoint. Resolve these to the satisfaction of the City.
- 16. Coordinate Notice To Proceed (NTP) for construction work to begin.
- 17. Reilly Associates can provide full-time inspection of project if requested.
- 18. Provide periodic review of the Contractor's progress and review contractors payment requests.
- 19. During construction resolve issues regarding the project promptly with consideration of potential schedule and financial impacts. Keep City Officials aware of all items on an ongoing basis. Objective will be to give contractor direction at earliest possible moment. Most of the issues should be answered within 24 hours.
- 20. Hold semi-final inspection, prepare punch list of items for contractor to perform.
- 21. Verify punch list completion, recommend acceptance of project.



PROFESSIONAL ADVICE QUESTIONAIRE FORM PA1A



PROFESSIONAL ADVISE QUESTIONNAIRE ARCHITECT/ENGINEER	Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service.	filing: 2a. Public Advertisement 2b. Identification Number, if any: Announcement Date, if any: 5/22/2017 NONE	3a. Name, Title & Telephone Number of Principal to Contact:	Thomas J. Reilly, Jr., P.E./President (570)654-2473	3b. Address of office to perform work, if different form Item #3: Same	Electrical Engineers Estimators Landscape Architects Landscape Architects Landscape Architects Surveyors Surveyors Flanuers: Urban/Regional Junior Engineers Associates
FORM PA - 1 (a)	Purpose: The purpose of this form is to p professional service.	1. Project Name/Location for which firm is filing: City of Scranton Engineering Services – Temporary Culvert Impr Meadowbrook Creek Storm Water Project 340 North Washington Avenue, 2 nd Floor Scranton, PA 18504	3. Firm Name & Address:	REILLY ASSOCIATES Consulting Engineers 201 Lackawanna Ave, Suite 309/310	Pittston, PA 18503	4. Personnel by Discipline: 5. Administrative (Secretarial/Clerical) Architects 9. Civil Engineers 16. Construction Inspectors 3. Draffsmen

FIRM NAME: Reilly Associates

6. Outside key consultants/associates anticipated for this PROJECT NAME: City of Scranton Engineering Services - Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project project: None 5. Does your firm qualify under one of the following: Labor Surplus Area Business Firm Minority Owned Business Firm Female Owned Business Firm Section 3 Business Firm Small Business Firm E C C E F

PROJECT NUMBER: City of Scranton Engineering Services - Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project

a. Name & Title: Joseph Durkin., P.E.

Project Manager Project Assignment: c. Name of Firm with which associated: REILLY ASSOCIATES

d. Years Experience: With this Firm 26 With Other Firms

Degree(s)/Year/Specialization B.S.E. Princeton University, 1981, M.B.A. University of Chicago 1984 e. Education:

1989/Professional Engineer, PA and NY f. Active Registration: Year First Registered/Discipline

g. Other Experience and Qualifications relevant to the proposed project:

stormwater reports and designed intersection and highway improvements. Mr. Durkin is also an experienced financial analyst. He has performed Value Engineering analysis on Mr. Durkin has also completed numerous flood control and storm water management projects. Mr. Durkin has prepared numerous Hydrologic and Hydraulic Studies, numerous construction projects.

concrete box culverts, concrete channels, stormwater detention basins and debris basins as of Scranton. The project involved Meadowbrook Creek in the Greenridge Section of Scranton, as well as other creeks and included the design of new stormwater pipes, well as the evaluation and rehabilitation of the existing stormwater conveyance systems. Project Manager for the \$8 million Stormwater and Flood Control Project for the City The work was designed in utility-congested urban roadways, in the backyards of homes and alongside operating commercial facilities.

sewer collection systems throughout the City. Portions of its combined sewer system were engineering and environmental services for the design and replacement to the existing combined sewer system to replace it with new or rehabilitated storm water and sanitary separated into a new storm sewer system and a new sanitary sewer system. The sanitary sewer system entailed approximately 11,500 lineal feet of 8 inch through 15 inch diameter Senior Project Engineer, Sewer Replacement/Separation Project, City of Pittston, for

of new sanitary mains and 54 manholes. All work was conducted within existing roads City Right-of-Ways or easements.

(, , , APA

Senior Project Engineer, Stormwater Drainage Facilities, Yatesville Borough, for the Work included investigation of drainage problems, hydrologic calculations, hydraulic piping and stormwater drainage facilities project Hale Street and Stout Street \$250,000. channel and piping design and development of erosion and sedimentation control plans. Responsible for plans and studies for Flood Control Project at Stout Street. Senior Project Engineer for Sewer System Replacement/Separation Project, West Pittston, Pennsylvania for the engineering services and for the design of stormwater layout and conveyance and the layout of the proposed sewer system to replace the existing combined sewers in a portion of the Borough. Work included stormwater conveyance design using Hydraflow Storm Sewers, plans and profile design of proposed sewer system. Principal Engineer for Laurel Creek culvert and storm sewer project in Pittston, PA. Responsibilities included Hydrologic and Hydraulic (H&H) Study for PADEP/Army Corps of Engineers Joint Permit. Also responsible for stormCAD modeling of new urban stormwater sewer system. Principal Engineer for Creek culvert and storm sewer project in West Pittston, PA. Responsibilities included hydrologic and Hydraulic (H&H) Study for PADEP/Army Corps of Engineers Joint Permit. Also responsible for stormCAD modeling of new urban stormwater sewer system. Principal Manager for the preparation of the Hydrologic and Hydraulic Study (H&H) included development of new HEC-RAS models, alternatives analysis and permitting. for the replacement bridge of the Keen's Pond Creek in Wayne County, PA.

Hanover Township for the replacement of existing sewer pipe in Solomon's Creek with Senior Project Engineer for Solomon's Creek Combined Sewer PEIMA Emergency Repair Project. The project included planning, design and construction phase services as part of a Pennsylvania Emergency Management Agency (PEMA) PW project for new 30" DIP pipe to be concrete encased pipe and repairs to existing manholes. The project included obtaining emergency PADEP permits, by-pass pumping and cofferdam dam construction for work along the creek.

PROJECT NUMBER: City of Scranton Engineering Services - Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project Rei.....ociat. L.RM K.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title: Thomas J. Reilly, Jr., P.E.

b. Project Assignment: Principal Engineer-QA/QC

c. Name of Firm with which associated: REILLY ASSOCIATES

d. Years Experience: With this Firm 32 With Other Firms 0

e. Education: Degree(s)/Year/Specialization B.S.C.E. Cornell University/1983/Engineering MBA Columbia/1988/Finance f. Active Registration: Year First Registered/Discipline 1989/Professional Engineer, PA and NY

g. Other Experience and Qualifications relevant to the proposed project:
Mr. Reilly has over thirty years of experience in the management and design of a broad range of site design, building, structural, and transportation projects including extensive experience on a variety of CDBG projects. His recent experience includes management of several complex multi-million dollar projects with coordination with government agencies, utilities and technical specialists. Mr. Reilly has extensive experience utilizing Department of Transportation procedures and design standards.

Principal Engineer for the \$8 million Stormwater and Flood Control Project for the City of Scranton. The project involved Meadowbrook Creek in the Greenridge Section of Scranton, as well as other creeks and included the design of new stormwater pipes, concrete box culverts, concrete channels, stormwater detention basins and debris basins as well as the evaluation and rehabilitation of the existing stormwater conveyance systems. The work was designed in utility-congested urban roadways, in the backyards of homes and alongside operating commercial facilities.

PennDOT District 4.0, Park and Rides. Mr. Reilly is Principal in Charge for three Park and Rides for the preliminary design, final design and construction consultation for three Park and Ride facilities. Project involves site investigation, development and weighing of alternates, environmental studies, property surveys, public coordination, local ordinance investigation, right of way plan development, drainage studies, E&S plans, permitting, pavement design, utility, and general design activities. Driveway access for the lots designed to comply with latest PennDOT criteria to include traffic studies and analysis.

Principal in charge of Pittston Streetscape Phases I and II. Work consisted of design of enhancements to Main, William and Broad Streets in the City of Pittston. Work was part of PennDOT enhancement program. Enhancements included sidewalks, concrete form liner pedestrian crosswalks, ADA compliant curb cut ramps, street lighting, vault removal and building demolition. The project cost over \$2,000,000 and were completed in 2011.

PennDOT District 4.0, S.R. 0924 Sec. 301 and 305. Principal Engineer for the studies, preliminary and final design of 4.5 miles of roadway widening at a very busy industrial development area. Work included an advanced final right-of-way plan with extensive property involvement, revision of plans to accommodate new NPDES stormwater requirements without increases in right-of-way involvement, coordination of traffic studies, driveway issues and utility relocations. Section 301 was bid for \$5,493,000 and Section 305 was bid for \$7,124,000.

PennDOT Funded Bridges, Hillside Road and Main Street. Principal Engineer for replacement of 2 bridges including Hillside Bridge over Huntsville Creek, which is a replacement of a two span structure with a single 60 ft. span prestressed concrete adjacent box beam bridge in a historic district and Main Street Bridge over Toby Creek, which is a bridge replacement with 40 ft. span spread box beam bridge. Both projects are PennDOT funded TIP projects.

Senior Project Manager for Pennsylvania Turnpike Commission Open End Assignments, including drainage repair and slope rehabilitation from M.P. 82.68 to M.P. 83.34, structural repair to bridge No. B-508 over S.R. 0030 at M.P. 142.76, and Allentown Service Plaza truck parking expansion. Service plaza construction project of \$8.5 million included ramp reconstruction and provision of water quality and rate control to meet new NPDES requirements.

PennDOT District 4.0Lackawanna Valley Industrial Highway (Governor Casey Highway), S.R. 6 - Project Manager for Reilly Associates' sub-consultant contract for the design and construction phase services for Section 292 of this new four lane limited access highway (interstate standards). Reilly Associates designed over ten miles of drainage facilities and prepared five Hydrology/Hydraulic reports. The firm was responsible for all of the E&S Plans and measures. Reilly Associates coordinated all of the utility relocations including the relocation of 66 KV electric transmission towers, water lines and gas lines. All Right-of-Way drawings were prepared for this 6.4-mile section of the highway.

SR 0093, Sec. 306, Roadway Rehabilitation and Drainage Improvement. Mr. Reilly was the project manager for this the \$4 million 3R and Signalized Intersection Improvements project which includes new lane design, coordinated signalization of nine intersections, new drainage system, median widening and guide rail replacement (PennDOT 4-0).

.

1

PROJECT NUMBER: City of Scranton Engineering Services - Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project I. RM I..... Rei social.

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title: Martin Musso, P.E., C.B.I. Project Engineer

b. Project Assignment: Project Engineer

c. Name of Firm with which associated: REILLY ASSOCIATES

d. Years Experience: With this Firm 24 With Other Firms 0

e. Education: Degree(s)/Year/Specialization B.S./1991/Civil Engineering f. Active Registration: Year First Registered/Discipline 1996/Professional Engineer

g. Other Experience and Qualifications relevant to the proposed project:

Mr. Musso has extensive experience in all facets of project management, structural design, civil, transportation and drainage design. He has performed designs for Pennsylvania Department of Transportation, Department of General Services, Pennsylvania Tumpike Commission and the Army Corps. His work includes preparation of plans and specifications, cost estimating and construction engineering.

Structural Engineer for \$8 million Stormwater and Flood Control Project for the City of Scranton. The project involved Meadowbrook Creek in the Greenridge Section of Scranton, as well as other creeks and included the design of new stormwater pipes, concrete box culverts, concrete channels, stormwater detention basins and debris basins as well as the evaluation and rehabilitation of the existing stormwater conveyance systems. Mr. Musso was responsible for TS&L designs. He designed railway and highway culverts and coordinated with the PUC and utility companies. His responsibilities included structural design of reinforced concrete channels and HEC-2 hydraulic modeling including obtaining County Conservation District approval for Erosion and Sedimentation Control Plans. The work was designed in utility-congested urban roadways, in the backyards of homes and alongside operating commercial facilities.

Project Manager for **Pittston Street Improvements at Swallow St.**: Improvements here included pavement overlay, line striping and ADA ramps at this busy intersection. This work was completed in 2010.

Project Manager for **Pittston Neighborhood Stabilization Project Demolition**: This project involved the structural evaluation and demolition of five properties in the City. Work was completed in 2010.

Project Manager for the **Pittston Tomato Festival Improvements**: A series of projects to improve the condition of the area surrounding the Tomato Festival area have been bid between 2007 and 2010. Tomato Festival Project 1 included resurfacing, Tomato Festival Project 2 included paving drainage improvements and concrete slabs, Tomato Festival Project 4 included landscaping and retaining wall construction and Tomato Festival Project 5 included landscaping, existing retaining wall repairs and fencing on top of the slope at the retaining wall.

Project Engineer for preliminary and final design roadway improvements to intersection of S.R. 309 and Airport Beltway in Hazle Township, Luzerne County. Project included widening 3,000 ft. of S.R. 309 to add an additional southbound through lane in a congested area.

Project Engineer for preliminary design of roadway improvements for widening of 4.5 miles of S.R. 924 in Hazle Township, Luzerne County from two to five lanes.

Pennsylvania Turnpilke, Cut Slope Project. As project engineer, Mr. Musso was responsible for roadway construction plans and maintenance and protection of traffic plans. The project involved the stabilization of cut slopes on the Northeast extension of the PA Turnpike including the installation of approximately 4,000 feet of single face concrete barrier and shoulder restoration.

Project Manager for **Downtown Streetscape Enhancement Project**, **Phase I and II**, for the *Redevelopment Authority of the City of Pittston*. Mr. Musso's responsibilities included project management and design of sidewalks, replacement of existing street lighting with vintage lamps, placement of wiring underground, new landscaping, trees, planters, benches. Close coordination with PennDOT, District 4-0 was maintained. The project involved close coordination with PennDOT. Project cost 2.45 million.

Project Manager for the Sullivan Park Little League and other Playground Improvements: Mr. Musso's responsibilities included project management and design for Little League baseball field, a new Little League press box, snack stand, fencing, field lighting, bleachers, picnic tables and benches.

Review Engineer assisting the Wyoming County Conservation District in reviewing Erosion Control Plans for SR 0006 Tunkhannock Bypass under Pennsylvania Department of Transportation, District 4-0 Open End Contract.

:

;

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

Paul Menichello, P. E., P.T.O.E. a. Name & Title:

b. Project Assignment: Project Engineer

c. Name of Firm with which associated: REILLY ASSOCIATES

d. Years Experience: With this Firm 10 With Other Firms 14 Years

Degree(s)/Year/Specialization B.S./1983/Civil Engineering e. Education:

f. Active Registration: Year First Registered/Discipline 1999/Professional Engineer g. Other Experience and Qualifications relevant to the proposed project:

permit applications, parking studies, traffic impact studies, maintenance and protection of Mr. Menichello is responsible for the preparation, oversight, and completion of a diverse array of transportation planning and traffic engineering projects. Mr. Menichello has extensive experience managing CDBG projects including sidewalle, ADA and paving projects. Mr. Menichello's extensive experience in traffic engineering, transportation planning, and traffic design, includes: feasibility studies, transportation planning studies, corridor improvement studies, safety studies, traffic signal design, DOT HOP access traffic plans, detour plans, signing and pavement marking plans, highway sign design, street lighting plans, construction traffic management planning, traffic operations, pedestrian access and traffic circulation studies.

design and construction administration for multiple mill and overlay projects for various City of Scranton, Office of Economic & Community Development (OECD) -Reconstruction of City Streets including Handicapped Curb Cuts - Project Manager for roads in the City. Project includes field viewing project streets, estimating quantities and developing a bidders list of the streets to be overlayed. Line striping sketches were also Project also includes assistance with reviewing bids and providing recommendations, attendance at preconstruction meetings, and providing construction administration and inspection services. Project includes up to 100 curb ramps and approximately 126,000 provided along with curb ramp sketches at the intersections identified by the OECD. square yards of paving.

Project Manager for the preliminary design, final design and construction consultation for roadway resurfacing and parking lot design in Rickets Glen State Park, Luzerne County with Department of General Services (Final Design).

design build project in Monroe County, District 5-0. S.R. 33 in this area is a 4 lane approach transitions. The project was bid in January, 2010 at a cost of \$5,834,038. It is Mr. Menichello is design project manager for S.R. 33, Sec 03M, (MPMS 88351), divided highway. The project features milling and overlay of concrete pavement, drainage improvements, guiderail, E&S plan, ramp reconstruction and full depth currently essentially complete. (11/2011). The project is 1.8 miles long.

design build project in Carbon County, District 5-0. Mr. Menichello designed this 4 mile surface improvement project. The project included inlet replacement, drainage design, roadway resurfacing, E&S plan, MPT plan, ADA compliant handicap access Mr. Menichello was design project manager for S.R. 209, Sec. 09M (MPMS 85999) curb cuts and bridge resurfacing. Bid in May 2009 and completed in early 2010. Total bid cost was \$1,710,782.

Project involves site investigation, development and weighing of alternates, environmental studies, property surveys, public coordination, local ordinance be designed to comply with latest PennDOT criteria to include traffic studies and Park and Rides in Luzerne County District 4-0: Project Manager for the preliminary investigation, right of way plan development, drainage studies, E&S plans, permitting, design, final design and construction consultation for three Park and Ride facilities. pavement design, utility, and general design activities. Driveway access for the lots will analysis. Dorrance site will be bid 1/8/2015 the other two (2) sites are in final design. Project Manager for the engineering design for S.R. 0081 Section 370 Exit 175 Ramp Improvement Project, Jenkins and Pittston Townships, Luzerne County -- Preliminary Design.

replacement project. Services include roadway alignment, hydraulic analysis, bridge O'Connell Road Bridge Replacement, Wayne County. Project Manager for the preliminary, final design and construction consultation for a single span bridge design, coordinate environmental studies, utility coordination, right-of-way plans and public involvement. Project is currently in construction.

permits. Some of those approved in the last several years were; Pittston Sewer Mr. Menichello has worked closely with clients and the Department to secure HOP Improvement Project (Phases I and II); West Pittston Sewer Improvement Project; Turkey Hill on Main St. in Pittston; Centerpoint West driveway on Oak St. in Luzerne County; Turkey Hill on SR 309 in Hazle Township. ;

÷

PROJECT NUMBER: "City of Scranton Engineering Services - Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project דיאואו וייייד אפוריי ייייטטואניי

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title: Donald Totino, P.E. Project Engineer

b. Project Assignment: Project Engineer

c. Name of Firm with which associated: REILLY ASSOCIATES

d. Years Experience: With this Firm 7 With Other Firms 5 Years

Education: Degree(s)/Year/Specialization B.S./2003 Pennsylvania State University/Civil Engineering

٠. ف f. Active Registration: Year First Registered/Discipline 2015/Engineering

g. Other Experience and Qualifications relevant to the proposed project:

Assists with highway design in areas such as roadway geometry, typical cross sections, pavement design, drainage design, and right-of-way plans. Traffic operations, including traffic signal permitting, highway occupancy permitting, and traffic studies.

City of Scranton, Office of Economic & Community Development (OECD) – Reconstruction of City Streets including Handicapped Curb Cuts — Project Designer for multiple mill and overlay projects for various roads in the City. Project includes field viewing project streets, estimating quantities and developing a bidders list of the streets to be overlayed. Line striping sketches were also provided along with curb ramp sketches at the intersections identified by the OECD. Project also includes assistance with reviewing bids and providing recommendations, attendance at preconstruction meetings, and providing construction administration and inspection services. Project includes up to 100 curb ramps and approximately 126,000 square yards of paving.

SR 0209, Sec. 09M, Lehighton, Carbon County. Design build project, design of ADA ramps, mill and overlay, auto-tab, pavement marking, construction, drainage design.

Hanover Township K Routes-Milling and paving of approximately 2600 feet of Old Ashley Road and Division Street. The work also included inlet replacements and a curb cut. Mr. Totino provided contract documents, project quantity calculations and

monitored the project including approving pay application and final acceptance. The project was completed in 2013.

Hanover Township, Phillips Street Resurfacing Project - The project involved resurfacing, milling and replacement of ADA compliant curb cuts on a section of Phillips Street. Mr. Totino coordinated the project with Office of Community Development and secured approval of the project to utilize CDBG funding. He assisted in preparing bid documents, coordinated bidding activities and worked with the low bidder to construct the project. The project was completed in 2010.

South Street, Hanover Township - This project included the milling, overlay, and minor drainage improvements of approximately 1,700 feet of South Street in Hanover Township utilizing Community Development Block Grant (CDBG) money. The final project cost was \$77,414.00 and all work as completed and deemed acceptable within 30 days of the Notice to Proceed. Mr. Totino assisted with design, cost estimate, contract document preparation, project coordination with the township and funding agency.

2013 Street Improvements CDBG Project in White Haven Borough—Designed improvements to several Borough Streets including milling, resurfacing, drainage and ADA compliant curb ramps on several streets in the Borough. Prepared contracts, bid project and provided inspection services. Project cost was \$387,000.

Penn Lake Park Borough: Darby Drive. The project consisted of an overlay and minor drainage work. Tasks included pavement design, contract preparation, project coordination, construction inspection.

Maple Lane. The project consisted of a mill and overlay of a city street utilizing liquid fuel funding. Tasks included pavement design, contract preparation, project coordination, construction inspection.

Arcadia Highway Occupancy Permit. The project consisted of a widening and signalizing of an existing driveway. Tasks included pavement design, signing and pavement markings, traffic control, cost estimates, and drainage design.

Wayne Keens Bridge. This project consisted of the replacement of a bridge on O'Connell Road in Wayne County. Design work included roadway design, cross sections, E&S.

SR 0033, Sec. 03M, Hamilton Township, Monroe County. Design build project. Roadway design, drainage design, cross sections, pavement design, pavement marking, guide rail. The project was a roadway rehabilitation for a section of highway along SR 0209 and SR 0033 in Monroe County.

7 1

;

PROJECT NUMBER: City of Scranton Engineering Services - Temporary Culvert Improvements Meadowbrook Creek Storm Water Project

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

Charles G. Gmiter, Chief of Surveys

P.L.S.

a. Name & Title:

b. Project Assignment: Chief of Surveys

c. Name of Firm with which associated: REILLY ASSOCIATES

d. Years Experience: With this Firm 10 With Other Firms 30

Degree(s)/Year/Specialization Education: . o

A.S./1988/Highway Engineering Technology- Penn State A.S./1978/Surveying - Pennsylvania State University

f. Active Registration: Year First Registered/Discipline

1985 Professional Land Surveyor, Pennsylvania 2010 Professional Land Surveyor, New York g. Other Experience and Qualifications relevant to the proposed project:

Mr. Gmiter has over 30 years of experience in a broad range of surveying specialties control surveys, property boundary surveys, right-of-way surveys, legal descriptions, major and minor subdivision design and construction layout, construction layout and design with directly related to utility and roadway planning and stakeout, bridge design and stakeout, and site development and stakeout. Mr. Gmiter's additional expertise includes aerial State and local agencies, PA Turnpike Commission and U.S. Army Corp of Engineers. Chief of Surveys for three PennDOT Park and Ride Facilities located in Luzeme private property line determination, topographic survey, base mapping, and contour County, PA. Responsibilities included determining road right-of-way wetland locations, mapping. All survey work was put on PA state plane coordinates and NAVD 88 vertical

PA One Call utility paint markings, profile & cross section creek and locate wetlands. Berwick, SR 3006-Conyngham Township, SR 3034- Conyngham Borough. Survey completed includes establishing road ROW, complete topo in Right of Way, pick up Chief of Survey for bridge replacement projects. SR 4037-Salem Township,

Chief of Surveys responsible for emergency road repair project for PADOT on SR 118 in

stream going through Rickett's Glen State Park and 1000' of road topography and Fairmont Township, PA. Provide topographic and cross section survey of 1000' of a cross sections on SR 118.

Chief of Surveys for Downtown Streetscape Enhancement Project (Phases I and II) for the Redevelopment Authority of the City of Pittston. Phase I of the project encompasses 2400 ft. of Main Street, William Street, Water Street and Kennedy Boulevard in Downtown Pittston. Phase II contains 1500 ft. of sidewalk and curbing improvements to SR 2004 in Downtown Pittston. Responsible for Topographic, Rightof-Way and Control Surveys as well as Construction Stakeout.

Chief of Survey for Ricketts Glen State Park-for complete topographic survey for road widening in park, new parking area in park and storm preparation.

construction of three flood control detention/debris basin projects located on Lindy Creek and Leach Creek. The project involved the construction of reinforced concrete Chief-of-surveys, Scranton Flood Control Project, Scranton, PA, during the channels, retaining walls and spillways as well as riprap lined channel construction. Chief-of-surveys, Replacement of Moss Road Bridge, Lehman Township, for the replacement of an existing bridge which collapsed during flooding. The proposed replacement structure is a pre-cast concrete box culvert. The project included but was not limited to: approach roadway, field survey, hydrology and hydraulic report, wetland delineation, GP-11 general permit for replacement of existing waterway obstruction, E&S control, structure and traffic control plans.

County, District 5-0. S.R. 33 in this area is a 4 lane divided highway. The project includes topographic location of existing roads and bridges and construction stakeout of proposed roadway grades and new storm lines. Control for the site was provided using PA State plane coordinates for horizontal control and NAVD 88 for vertical control. The Chief of Surveys for S.R. 33, Sec 03M, (MPMS 88351), design build project in Mouroe project is 1.8 miles long. Chief of Surveys for S.R. 209, Sec. 09IM, (MPMS 85999) design build project in Carbon County, District 5-0. The project includes topographic location of existing roads and bridges and construction stakeout of proposed roadway grades and new storm lines. Control for the site was provided using PA State plane coordinates for horizontal control and NAVD 88 for vertical control. The project is 3.94 miles long. PROJECT NUMBER: City of Scranton Engineering Services - Temporary Cuivert Improvements, Wieadowbrook Creek Storm Water Froject

1

1

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

Casey Cawley, E.I.T, P.E. (NY) Project Engineer a. Name & Title:

b. Project Assignment: Project Engineer

c. Name of Firm with which associated: REILLY ASSOCIATES

d. Years Experience: With this Firm 13 With Other Firms 2.5

Degree(s)/Year/Specialization B.S./2001/Civil Engineering e. Education:

2007 EIT PA, 2011 PE NY Professional Engineer f. Active Registration: Year First Registered/Discipline

g. Other Experience and Qualifications relevant to the proposed project:

including performing Bradford County reviews since 2004. Mr. Cawley reviews the plans reports, progress meetings, and assisting with other permit requirements, additionally he has completed the most recent MS4 DEP training workshops for renewal applications and Mr. Cawley has assisted with land development, stormwater management, erosion and sedimentation control design, NPDES permitting and Planning Commission reviews, and prepares comment letters, attends public meetings, and conducts site inspections of the pollutant reduction plans. Additional duties include construction administration, municipal plan review and site inspections, and AutoCAD support in the development of project improvement. He has assisted multiple municipalities with MS4 permits, preparing annual

Protection NPDES requirement to address water quality, stormwater volume control, and anti-degradation requirements. Designed Best Management Practices (BMP) in Permit revisions for the construction of a 256-acre business park: Revised existing NPDES permit application to conform to new Pennsylvania Department of Environmental accordance with PA DEP BMP Manual to bring site into compliance with newly adopted Sterling Business Park, Sterling Township, Wayne County, PA NPDES Permit PCSM standards Utility Substation Infiltration and Soils Testing, various Municipalities and Counties - Coordination of soils testing project at multiple utility project sites for use in stormwater

depths required by permit guidance, test pit investigation and soils analysis by a soils management planning and NPDES design. The scope of work included review of infiltration test locations, test pit excavation to the specifications provided or to the scientist, infiltration testing, analysis of collected data, and preparation of soil test pit existing plans and published soil data, field locating proposed test pits and soil and infiltration report.

Pennsylvania Turnpike Service Plaza, Allentown, PA. Assisted in the design of a Service Plaza replacement and expansion, including design of roadway and interstate Pennsylvania Department of Transportation standards, and preparation of project details ramp cross-sections in accordance with Pennsylvania Turnpike Commission standards, preparation of quantity estimates and bid tabulation sheets in accordance with in accordance with Pennsylvania Department of Transportation standards. PennDOT S.R. 924, Hazle Township, PA Assisted in the design of widening of 5 miles of roadway and interstate ramp reconstruction, including design of roadway and interstate ramp cross-sections and roadway grade improvements in accordance with Pennsylvania Department of Transportation standards. Dental Office Development, Pittston Township, Luzerne County, PA- Design of a land development plan including site layout, grading, utilities, storm water management plan, and erosion and sediment control plan and permitting for the redevelopment of a 3 acre site along a state highway in Pittston Township. The proposed project included construction of an 18,186 square foot building, associated parking area, and underground stormwater management facilities. Presentation of plans to municipal planning and council for approval.

plan, and erosion and sediment control plan and permitting, post construction acre site in Wilkes-Barre Township. The proposed project included construction of a which had expired at the time of this reapplication. Provided new application for zoning land development plan including site layout, grading, utilities, storm water management stormwater management plan, and NPDES permit for stormwater discharge at a 1.26 four-story, 78 room hotel and associated parking areas, utilities, and stormwater management facilities. Presentation of land development plans to municipal planning and council for approval. The project previously obtained several zoning variances, variance and presentation of variance requests to Zoning Hearing Board and obtained Hotel Development, Wilkes-Barre Township, Luzerne County, PA - Redesign of a new approvals. :

7

י ראיז ו איז ויאיז ו איז א PROJECT NUMBER: City of Scranton Engineering Services – Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title: James Ridolfi, P.E. Project Engineer

b. Project Assignment: Project Engineer

c. Name of Firm with which associated: REILLY ASSOCIATES

d. Years Experience: With this Firm 2 With Other Firms 30

e. Education: Degree(s)/Year/Specialization

B.S./1978/Environmental Engineering

f. Active Registration: Year first registered/Discipline

1983/Professional Engineer

g. Other Experience and Qualifications relevant to the proposed project:

Mr. Ridolfi provides regulatory guidance and engineering expertise to a variety of industrial clients, including air emissions permitting, pollution prevention planning, wastewater treatment, hazardous waste management and OSHA compliance assistance.

Mr. Ridolfi maintains a positive working relationship with local regulatory agency staff.

Mr. Ridolfi also manages storm and domestic wastewater collection and pumping system design and construction projects for public sector clients.

As Project Manager and Consultant:

Responsible for all aspects of project management for a civil and environmental engineering consulting firm involving multi-million dollar infrastructure projects. Prepared project cost estimates, maintain costs within budget; project accounting. Prepared bid packages, hold pre-bid and pre-construction meetings.

Supervised engineering design, CAD and construction inspection employees, and

addressed engineering issues in all phases of a project.

Interact and gain cooperation from various municipal authorities, planning commissions, regulatory agencies, land owners and the public.

Conduct as-built inspections for quality and compliance with design requirements. Conducted dam safety inspections and dam failure emergency response planning.

Reviewed, modified and certified SPCC plans for a large industrial client.

Formerly employed by the Pennsylvania Department of Environmental Protection (1978 to 1985) as an Engineer in wastewater planning and permitting. Handled Act 537 plan reviews, NPDES discharge permit applications and Part II construction permits. Worked as a technical advisor to DEP's compliance and legal staffs.

At DEP, Mr. Ridolfi handled all technical reviews and issues for all sewage treatment plants located in Bucks County and the City of Philadelphia, including contract agreements, Chapter 94 reports, NPDES and Part II permitting.

Employed as Environmental and Utilities Manager at Masonite Corporation in Wysox Township, Bradford County (1985 to 1993). He was manager in charge of the plant's separate sanitary, industrial and stormwater collection systems, pump station and both an extended aeration sewage treatment plant and a 3 MGD industrial wastewater treatment plant utilizing biological treatment. He directly oversaw operation and maintenance of these facilities.

At Masonite, Mr. Ridolfi negotiated a complex consent order and agreement with the Williamsport Regional Office of DEP. In doing so, he developed an excellent working relationship with the personnel in that office.

Mr. Ridolfi has many years of experience in project management and facility design. He has been responsible for projects involving sewer construction and replacement, pump station upgrade, force main construction, sludge dewatering, treatment plant upgrades and spray irrigation.

11.2.5

7

PROJECT NUMBER: City of Scranton Engineering Services - Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title: Joshua Urban, E.I.T.

Engineering Associate

b. Project Assignment: Structural Designer

c. Name of Firm with which associated: REILLY ASSOCIATES

d. Years Experience: With this Firm 1.5 With Other Firms 3

e. Education: Degree(s)/Year/Specialization B.A.E./2012/Architectural Engineering f. Active Registration: Year First Registered/Discipline 2013/Engineer in Training

g. Other Experience and Qualifications relevant to the proposed project:

Mr. Urban has experience in the structural design of steel, concrete, wood, and masomry structures, covering both foundations and superstructures. He has performed design services for new construction as well as additions and alterations to existing structures. His work includes structural design and analysis, analyzing existing structures, preparation of plans, details, and specifications, and cost and quantity estimates.

Structural design of Municipal Complex for Freeland Borough. Mr. Urban's responsibilities included the complete structural design of municipal building and preparation of plans and details for construction.

Engineering Associate for design of aluminum equipment platform and two underground reinforced concrete tanks for Scranton Sewer Authority's Wurtz Avenue Outfall #38.

Worked on various projects for the National Park Service including analyzing existing wood structures for increased loadings at the Delaware Water Gap Headquarters building and the Bushlcill School Collection Storage Facility, presenting remedial options to accommodate new loads, design of reinforced concrete foundation for water storage building, and preparation of plans and details.

Design of permanent foundation for modular building at Pyramid Healthcare's Hillside Center in East Stroudsburg, Pa. Tasks included design of reinforced concrete foundation, CMU piers, tie down design to resist lateral loading, and preparation of plans and details for construction.

Performed various tasks for Pittston Library Amphitheater Project including design of structural support for outdoor projection screen, design of a series of retaining walls and outdoor amphitheater seating, and assisted in preparation of plans, details, and cost and quantity estimates.

Structural design of reinforced concrete walls and footings, as well as structural sign support for the **Entry Gate Project at Keystone College** in La Plume, Pa. Also assisted in preparation of plans, details, and cost and quantity estimates.

Worked on multiple projects for Bloomsburg University inciuding design of reinforced concrete underground manhole vault, survey of failing existing CMU veneer wall, and the demolition and replacement of CMU veneer wall. Also, prepared plans and details for demolition and construction.

Performed an analysis of existing structure at Gertrude Hawk Chocolates in Throop, Pa for addition of rooftop mechanical units.

Performed various tasks for Carbondale Readiness Center in Carbondale, Pa. These tasks included analyzing existing structure for addition of mechanical units, concrete slab design, and assisted in preparation of drawings and details.

-

- IKIVI P. Kel.... Kel....

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name & Title: David Makala

b. Project Assignment: Construction Inspection

c. Name of Firm with which associated: REILLY ASSOCIATES

d. Years Experience: With this Firm 12 With Other Firms 15

e. Education: Degree(s)/Year/Specialization Lakeland High School f. Active Registration: Year First Registered/Discipline 2008 Bituminous Pavement Field Technician Certification #6572 – Penn State University, Confined Space Certification, ACI Certification, Nuclear Gauge Technician, Nuclear Safety Officer

g. Other Experience and Qualifications relevant to the proposed project:

Mr. Makala has been providing construction engineering services as an integral part of the Reilly Associates team as supervisor for a growing corporate staff of project inspectors. His experience also includes all aspects of the Resident Project Representation assignment. Mr. Makala provides a hands-on approach to his construction supervision assignments utilizing Reilly Associates' comprehensive construction work plan which includes attendance at construction meetings, progress meetings, scheduling, daily reports, timely payment estimates, construction orders, computations, digital photos and complete construction documentation, as required by the individual assignment.

Mr. Makala has recently supervised resident project representatives on the following construction projects; the utility company contract for Resident Project Representatives in the Scranton District, West Pittston Sewer System Improvements Project, Pittston Sewer System Improvements Project (Phases I and II), CenterPoint East Development Roads and Drainage Improvements, various building demolition projects and water line replacement projects. The construction program being managed exceeds \$15,000,000 on an annual basis. Activities inspected include roadway paving, storm and sanitary sewer line replacement, sidewalks, curbing, ADA curb cuts, building demolition, box culverts and water line replacements. Clients include various private and municipal government

organizations including Pennsylvania Department of Transportation, City of Pittston, Hanover Township, West Pittston Borough and a variety of private companies.

Management for Pennsylvania American Water Company (PAWC) Inspection Contract: Mr. Makala manages the PAWC inspection contract for Reilly Associates. This contract involves the hiring, training and coordination of the RPR inspection staff currently at work for the PAWC. Personnel inspect water line replacements and other repairs/improvements that are necessary in the Lackawanna and Luzerne County District of the PAWC. Inspectors are responsible for monitoring daily work of PAWC contractors, providing sketches of work performed and keeping track of inventory for the PAWC on the various projects.

CenterPoint Commerce and Trade Park-Senior Resident Project Representative Mr. Makala served as Senior Resident Project Representative for the \$30 million CenterPoint Development project Pittston Township, PA. Work includes inspection of new Water Booster Pumping Station with mechanical, electrical, piping and building construction. Inspection of water lines and sanitary sewer lines, roadways, storm lines, lot grading, and highway construction. Resident Project Representative activities under this assignment include meeting with client to discuss the intent of Scope of Work, preconstruction meetings, attending progress meetings, conduct on site observation of work in progress, documentation of work, reporting of all discrepancies to owner, serving as field contact for owner, notification of owner of any delays, defects or deficiencies of Contractor's work.

Stroud Township Sewage Pumping Station and Sanitary Sewer Project Mr. Makala was the Resident Project Representative on the replacement and extension of the sanitary sewer system on S.R. 611 in Stroud Township, P.A. He was also responsible for the inspection of the mechanical and electrical upgrades to the sanitary sewer pumping station. His work included verification of materials, inspection of installation, observation of construction and testing and documentation.

Keswick Pointe Residential Development Blakeslee, Monroe County, Pa Mr. Makala was responsible for the inspection of gravity sanitary sewer system, low pressure sanitary sewer system, the new water system and the roadways for this planned residential development in Monroe County, PA. The site is 105 acres with 171 residential units. He inspected the construction of the water system which consisted of a new well, well house with chemical addition, a 150,000 gallon water storage tank, water booster pump station, and 8 inch distribution mains.

Other Qualifications

- Road Institute paving and compaction training (2010)

- HAZMAT certification as required by U.S. DOT and IATA (May 2011)

Nuclear gauge safety certification (May 2011)

Radiation safety officer (May 2011)

PA SEO

The There are the second of

INAM Relity lates. PROJECT NUMBER: City of Scranton Engineering Services – Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project

7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants ar	ialists, and Individual Consultants a	inticipated for this project (continued):	(continued):			
 b. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary): 	ime commitment, to be provided (a	dd additional pages, if	h. Estimated level of effort pages, if necessary):	, in terms of time com	Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):	i (add additional
Joseph Durkin, P.E. Project Manager Project Manager General Design guidance, review for 1 to 20 hours per week as needed.	Martin A. Musso, P.E., C.B.I. Structural Engineer, project design for 4 to 20 hours per week as needed.	yn for 4 to 20 hours per	Paul Menichello, P.E., P.T.O.E. Roadway, Traffic, HOP, for 8 to 20 hours per week as needed.	E. to 20 hours per	Donald Totino, P.E. Project Engineer for 8 to 40 hours per week as needed.	to 40 hours per
Charles Gmiter, P.L.S. Surveyor Direct field surveys as necessary for design estimated 4 to 20 hours per week as needed.	David Makala Construction Inspection for 8 to 40 hours per week.	01	Thomas J. Reilly, Jr., P.E. Quality Assurance, General Design guidance, review, field construction engineering for 1 to 20 hours per week as needed.	vesign guidance, ineering for 1 to 20	Casey Cawley, E.I.T., P.E. (NY) Storm water management Design Engineer for 8 to 40 hours per week as needed.	P.E. (NY) nent Design ours per week as
James Ridolff, P.E. Storm water management Design Engineer for 1 to 20 hours per week as needed.	<u>Joshua Urban</u> Structural designer for 8 to 40 hours per week as needed.	urs per week as needed.				
8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)	y firm which best illustrates current qualifications relevant to this project, in terms of overall bus (Add additional information on back page, if necessary). (List no more than four (4) projects.)	project, in terms of overall o more than four (4) projec	l business experience and capatss.)	ubilities, and producin	g satisfactory results in	a scheduled time
			d. Estimated Completion Time	e. Estimated Cost	st	f. Actual Fee
a. Project Name & Location	b. Nature of firms responsibility	c. Owners Name & Address:	Actual Completion Time	Entire Project Cost:	Cost of work for which firm was/is responsible:	(Design)
Department of General Services Scranton Flood Control Project Meadowbrook Creek, Lindy Creek,	Survey, Design, Construction Engineering, Permitting	Department of General Services Project No. 181-23,	120 months	\$ 8,000,000	100%	%9
Keyser Creek and Leach Creek Scranton, PA		18 th & Herr Sts., Harrisburg, PA	SUBSTITUTE		The state of the s	
2. Flood Control and Sewer Separation Project	Surveys, Design, Construction Engineering for storm water	West Pittston 555 Exeter Ave	24 months	6	7000	Č
West Pittston, PA	management and sewer separation project	West Pittston, PA	24 months	000,000,6 \$	%00L	% o
Pittston Emergency FEMA Culvert project – City of Pittston	Survey, Design, Construction Engineering, Permitting	City of Pittston 35 Broad Street	18 months	C C C C C C C C C C C C C C C C C C C	7000	7077
		Pittston, PA 18640	18 months	al.c'ag/ ¢	100%	14%

, [····
4-1	%9	
FC	100%	
Water Project	\$400 000	000
Improvements, Meadowbrook Creek Storm Water Project	12 months	12 months
vert Improvements, Meado	Yatesville Borough Municipal Building	Yatesville, PA
eering Services - Temporary Culy	Survey, Design, Construction Engineering, Permitting	
NAM - ROJECT NUMBER: City of Scranton Engineering Services - Temporary Culvert	Yatesville Borough Storm Sewer and Drainage Project	Yatesville, PA

2	1
J	7

NAME: Reilly Associates

PROJECT NAME: City of Scranton Engineering Services - Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project

7

Section 1 and 1

Use this space to provide any additional information, or description of resources supporting your qualifications for the proposed project:

Reilly Associates has extensive experience providing surveying, design, construction engineering, and inspection services for a variety of drainage, culvert and flood control projects. Reilly Associates has successfully completed an \$8 million dollar Department of General Services Flood Control project in the City of Scranton which included portions of Meadowbrook Creek in the Greenridge Section, Lindy Creek, Keyser Creek and Leach Creek in Scranton. Reilly Associates proposed project manager, Joseph Durkin, was the project manager for this DGS Flood Control Project, senior engineers Marty Musso and Tom Reilly, Jr. also played significant roles in the completed flood control project.

Municipal Engineering Experience

Reilly Associates has been providing municipal engineering services for over eighty years. Our previous municipal work includes numerous street paving, sewer, storm sewer, curbing, ADA ramp, flood, park, and building renovation projects.

b) Related Experience

of Scranton and in many local communities. Examples of the communities we have worked in include the following: Factoryville Borough Reilly Associates has successfully completed storm water and flood projects in the City West Pittston Borough City of Pittston

City of Fittstori Stroud Township Yatesville Borough

Shickshinny Borough Chestnuthill Township

Penn Lake Park Borough White Haven Borough

c) Capacity of Firm

municipal needs. With the completion of engineering services on many projects, we will be clearly in need of additional assignments to keep our staff Reilly Associates has developed and expanded our staff and computer capabilities in recent years with a focus on the right resources to meet productively employed. We can begin work on this project immediately

d) Location

Reilly Associates is conveniently located in close proximity to the project site including an office located in Downtown Scranton. Key Reilly personnel live in the City of Scranton and can immediately provide service for any aspect of the projects. We are familiar with local utilities, the county courthouse, and the government approval agencies. We can effectively staff the job and communicate effectively with the City.

e) Project Requirements

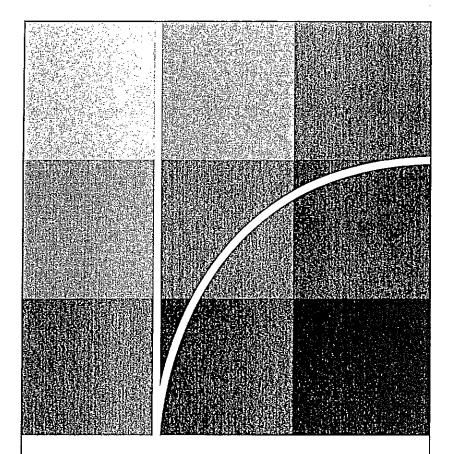
calculation software. The network of CAD stations are supported by a scanner, color printer and high speed large format HP plotters. Our engineers developed libraries of symbols and details conforming to PennDOT, Army Corps of Engineers and PADEP standards and our engineers, surveyors Reilly Associates has a network of fully equipped CAD stations utilizing AutoCAD along with automated surveying, H&H, stormwater and roadway are experienced in the use of automated roadway designs, structural designs, seismic design, drainage and erosion control programs. We have and designers are thoroughly familiar with regulatory Design Manuals.

10. The foregoing is a statement of facts.

Date: 7/28/2017

Signature:

Typed Name and Title: Thomas J. Reilly, Jr., P.E., President



PROJECT EXPERIENCE





<u>Project Experience – Storm Water, Culvert, Flood Control Projects</u>

Overview: Analysis of Flooding Expertise

Reilly Associates is a recognized expert on storm water and flooding issues in northeastern Pennsylvania.

Reilly Associates evaluated drainage and flooding problems for PennDOT in Lackawanna County. Reilly Associates evaluated drainage and flooding problems in Luzerne County at the Residential Developments and Industrial sites. Reilly Associates has provided analysis of drainage and flooding issues in central Pennsylvania and northeast Pennsylvania including the City of Scranton. Reilly Associates provided a flooding analysis of Dams, flood control structures, creeks, rivers and storm water systems. Reilly Associates was hired for its expertise on several occasions by insurance lawyers to evaluate drainage and flooding problems relative to insurance claims throughout Pennsylvania.

In addition to its design of drainage and flood prevention facilities Reilly Associates regularly evaluates the plans of others in these areas. Reilly Associates is the Engineer for the Bradford County Planning Commission and evaluates all drainage facilities for all proposed development in the county. Reilly Associates was the Pennsylvania Department of Industrial Development (PIDA) Engineer for northeastern Pennsylvania. Reilly Associates evaluated all drainage and site development work for proposed PIDA industrial development projects in the northeast. The Luzerne County Court has retained the firm to provide independent third party analysis of drainage and flooding issues. Reilly Associates has provided expert testimony on flooding issues.

Reilly Associates is experienced with all of the Hydrologic and Hydraulic (H&H) models required for drainage analysis. Reilly Associates has performed H&H studies for bridges and culverts throughout northeastern Pennsylvania. We have been retained by PADEP to complete revisions to The FEMA Flood Insurance mapping in Scranton, PA. Our experience with computer models and techniques includes but is not limited to: HEC-HMS, HEC-RAS, HEC-1, HEC-2, TR-55, EPA-SWWM, WaterCAD, StormCAD, PondPack, PSRM, Rational Method, CulvertMaster, FlowMaster and numerous others.



Department of General Services Flood Control Project for the City of Scranton

Reilly Associates was responsible for the design of the Scranton/Dunmore Flood Control project This \$8,000,000 project featured the structural design of 14 highway and railroad culverts, over 2,000 feet of large box culvert (over 10'x7') and over 1,000 feet of large diameter pipe culverts (10-ft. and 12-ft. diameter). It also included stormwater detention basins and debris basins as well as the evaluation and rehabilitation of the existing stormwater conveyance systems. The work was designed in utility-congested city roadways, in the backyards of homes and alongside operating commercial facilities. This project was completed and solved a serious drainage issue in this part of Scranton. Included Analysis of existing drainage problems in residential/industrial commercial areas for this \$8 million project involved the design of new flood control structures in the City of Scranton. The creeks involved in the project were:

Reilly Associates performed reconnaissance of the existing drainage structures, assessed their structural stability, and evaluated repair alternatives. We surveyed the drainage areas and prepared hydrologic reports and hydraulic designs.

Keyser Creek
(Drainage Area 8.59 sq. miles)

Meadowbrook
(Drainage Area 2.43 sq. miles)

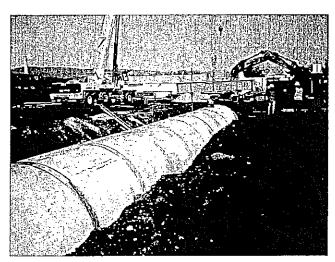
Lindy Creek
(Drainage Area 1.53 sq. miles)

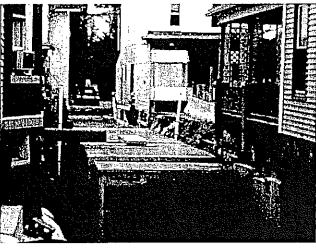
Mt. Lake Creek
(Drainage Area 0.5 sq. miles)

Leggetts Creek
(Drainage Area 18.5 sq. miles)

The structures included:

- Concrete U Channels
- Earth Levee
- Concrete Box Culverts
- Earthen Dam with Rock Armor
- Rip-Rap Channels
- Concrete Dams







Reilly Associates produced hydrology reports, which utilized the following techniques listed below. All the hydrology was approved by DEP, The Army Corps of Engineers and FEMA. All of the design flows were compared to FEMA model flows.

HEC-1, PSU-IV, Army Corps Log-Pearson Analysis, TR-55 Rational Formula Hydraulic models were developed utilizing HEC-2 and HEC-RAS for each creek. The models were adjusted to match the existing FEMA Creek models where applicable. The proposed work was inserted into the models and new floodways and flood plains were computed.

Hydraulic models and mapping were prepared for submission to FEMA in support of a Letter of Map revision (LOMR).

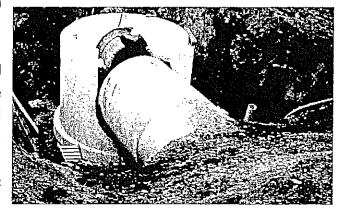
Particular attention was paid to ensuring that the water in the basin was properly conveyed into the new flood structures. Existing storm drainage systems were evaluated. Behind levees and floodwalls (land side) stormwater pumping stations or detention systems were designed to handle internal drainage during periods of high flow events. For passage of flows through levees during flood events pressure culverts were evaluated.

Federal Emergency Management Agency Culvert Replacement Project, City of Pittston

Reilly Associates designed repairs and replacement of a 6-ft. stone arch structure damaged by a flood. This project involved the design of the replacement of the function of the Stone Arch by installing a 72-inch Reinforced Circular Concrete Pipe (RCCP) from a new manhole at the existing manhole location upslope of the existing parking area to a new manhole/inlet and abandon the damaged section of the Stone Arch Structure. The new pipeline was installed using open cut techniques. The culvert was on a new alignment that included a prefabricated bend to avoid existing buildings and minimized private property impacts. The culvert replacement was

designed to convey the 100- year design storm without surcharging the system.

Reilly Associates performed reconnaissance of the existing drainage structures, assessed their structural stability, and evaluated repair alternatives. We surveyed the drainage areas and prepared hydrologic reports and hydraulic designs.





The culvert system is classified as a stream enclosure and carries Laurel Line Creek through the City of Pittston and outlets directly into the Susquehanna River. As a stream enclosure, the project required a Pennsylvania Water Obstruction and Encroachment Permit & U.S. Army Corps of Engineers Section 404 Permit for construction. The construction cost was approximately \$675,000.

The first phase of the projects was an emergency action plan that involved construction of a temporary containment area to prevent further damage during the evaluation, design, and procurement phases. The containment system successfully functioned several times preventing further property damage until the permanent repairs were completed.

A study was also performed for the advantages of installing a debris basin at the upstream opening of the culvert system to capture sediment and debris. These projects involved coordination with the City of Pittston and FEMA to manage the funding and required project paperwork.

CSO #37, Brown Ave Outfall, CSO #81, Pittston Ave - Brook St. Outfall City of Scranton, PA

Reilly Associates is providing engineering design services to the Scranton Sewer Authority on the Scranton Brown Avenue Outfall #37 and the Pittston Avenue — Brook Street Outfall #81 sewer separation projects. Both projects are on schedule and on budget.

Reilly Associates performed reconnaissance of the existing drainage structures, assessed their structural stability, and evaluated repair alternatives. We surveyed the drainage areas and prepared hydrologic reports and hydraulic designs.

Brown Avenue Outfall #37 - Reilly Associates designed a new offline CSO diversion storage structure. This project is designed for the storage of peak wet weather flows. In order to accomplish this, a length of high density polyethylene (HDPE) pipe is proposed to be connected to the CSO diversion outfall pipe. In this peak flow wet weather event, all of the combined sewer flow is to be conveyed and collected in a 48" diameter pipe storage and control facility, until the capacity of the storage facility is reached. After the storm event, the sewage is conveyed by gravity flow back into the existing sanitary system. A SCADA system monitors operations remotely.



Pittston Avenue - Brook Street Outfall #81

Reilly Associates designed a new offline CSO diversion storage structure. In a peak flow wet weather event, all of the existing combined sewer flow is conveyed and collected in the 120" and 48" diameter pipe storage and control facility, until the capacity of the storage facility is reached. After the storm event a valve is opened which slowly outlets the combined sewage by gravity flow back into the existing sanitary system.

Engineering services include identification and relocation of all existing utilities, verification of existing sewer inverts, sizes and locations, preparation of maintenance and protection of traffic plans, SCADA controls system conduits, preparation of contract documents and construction services

City of Pittston, PA Flood Control and Sewer Separation Project

Reilly Associates' provided planning, design and construction phase services for the separation of the existing combined sewer system in the City of Pittston Broad St. area and developed a plan that eliminated the discharge of untreated combined sewage overflows and optimized the use of existing collection systems.

For this project Reilly Associates services included site investigation and design development; working drawings & specifications; cost estimates; bidding phase services; construction period services; site visits; construction document review; construction engineering, construction administration, resident project representative.

Reilly Associates conducted topographic surveys, utility surveys and property surveys for the project. Reilly Associates prepared the easement plats and legal descriptions for permanent and temporary construction easements.

Reilly Associates performed reconnaissance of the existing drainage structures, assessed their structural stability, evaluated repair alternatives. We surveyed the drainage areas and prepared H&H reports and hydraulic designs.



As part of Phase I, Reilly Associates prepared master planning and design for the construction of a **new 6 ft. x 7 ft. reinforced concrete box culvert** to convey the Broad Street Creek approximately 2,500 feet through Pittston City's main business district to the Susquehanna River. Reilly Associates hydraulically modelled the culvert and obtained a USACE/PADEP permit for construction. The project extended Reilly Associates' successful repair and replacement program for the replacement of the City's aged storm water culverts. This project evaluated the existing combined sewer system in the City of Pittston and developed a plan that eliminated the discharge of untreated combined sewage overflows and optimized the use of existing collection systems in a feasible and environmentally acceptable manner.

The work was situated in the downtown business district of Pittston. Careful consideration of existing utilities, adjacent structures, operating businesses and access to residential structures was required. Reilly Associates coordinated the relocation of water mains, gas lines and electrical facilities for the project.

The project required the open-cut of an active railroad line. The project schedule was coordinated by Reilly Associates with the railroad to provide a window for this work. Reilly Associates provided the design for the removal and replacement of the railroad tracks with 24-hour construction work.

The storm sewer system is comprised of approximately **10,000 feet of 18 inch to 48-inch diameter storm lines and 120 inlets.** The sanitary sewer system is approximately **11,500** lineal feet of 8 inch through 15-inch diameter of new sanitary mains and 54 manholes.

The Phase II Construction project involved the repair and rehabilitation and partial replacement of 1,000 feet of 54-inch brick oval culvert. The project involved extensive investigation of existing culvert structural and hydraulic conditions. Work included grouting of mine voids to stabilize the culvert. Reilly Associates performed reconnaissance of the existing drainage structures, assessed their structural stability, evaluated repair alternatives. We surveyed the drainage areas and prepared hydrologic reports and hydraulic designs.

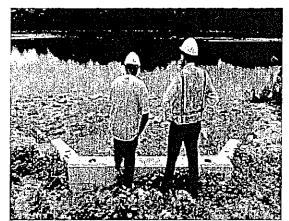
The project required application for Joint Application for Water Obstruction and Encroachment Permit & US Army Corps of Engineers Section 404 Permit, Categorical Exclusion, PennDOT Highway Occupancy Permits and Railroad License Agreements. Phase I of the project was bid in 2009 at a cost of \$6,153,000 and Phase II was bid in 2010 for \$2,063,239. In addition to project management and design services, Reilly Associates provided surveying, prepared easements,



coordinated with PennDOT and the Railroad and provided construction inspection and contract administration. (Construction Cost \$8,216,000)

Flood Control and Sewer Separation Project West Pittston Borough, PA

Reilly Associates designed a comprehensive storm water management project to protect approximately one-third of West Pittston Borough from localized flooding. A 60-inch diameter stormwater culvert up to thirty feet deep was designed to convey stormwater from the center



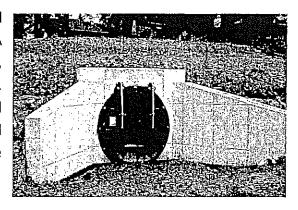
of the Borough 3,000 feet to the Susquehanna River, providing relief from flooding problems which damaged residential properties for decades. In addition, the existing 100-year-old combined sewer system consisting of clay pipes and brick manholes was replaced, and a separate sanitary sewer system was constructed. Approximately 6,700 feet of collection storm sewers ranging in size from 12 inch to 36-inch diameter were installed, with new inlets throughout the drainage

basin to collect and convey stormwater into the main culvert. Approximately 16,000 lineal feet of sanitary sewage mains were constructed. New sanitary sewer laterals were installed in the streets and new water-tight sanitary manholes were constructed.

Reilly Associates performed reconnaissance of the existing drainage structures, assessed their structural stability, evaluated repair alternatives. We surveying the drainage areas and prepared H&H reports and hydraulic designs.

The project also included boring of the **60-inch culvert under US Route 11**, as well as other storm and utility borings beneath railroads and highways.

Reilly Associates provided the planning, prepared Hydrologic and Hydraulic Reports, prepared PA DEP and US Army Corps permit applications, Categorical Exclusion (CE) and PennDOT permits. Reilly Associates performed the topographic and utility surveys, prepared required temporary and permanent easements, and coordinated with the





railroads regarding crossing requirements and license agreements.

Reilly Associates prepared design development documents, complete contract drawings, specifications, technical reports and cost estimates. Reilly Associates' services included site investigation, progress meetings, and construction document review. Reilly Associates provided Resident Project Representatives (RPR) and Construction Management on this project, as well as grant administration and funding administration services. Project cost on this project was \$9,450,000.

Yatesville Borough Stormwater Drainage/Flooding Study Yatesville, PA

Reilly Associates performed reconnaissance of the existing drainage structures, assessed their structural stability, evaluated repair alternatives. We surveyed the drainage areas and prepared hydrologic reports and hydraulic designs for an 11.5' ft. wide corrugated metal arch pipe culvert. Reilly Associates designed the storm water collection system on Pittston Avenue, Maple Street consisting of storm water inlets piping and restoration. PADEP and PennDOT permits were obtained. Reilly Associates was responsible for all drawings, cost estimates and specifications required for the new storm sewer system that was designed to repair the excessive flooding condition on Stout Street and Hale Street.

Reilly Associates conducted a study of the existing flooding problems in Yatesville Borough. Reilly Associates was responsible for determining the cause of the flooding and designing corrections to prevent future flooding.

CenterPoint Development, Pittston Township, PA Site Design Project – Culverts, Sewer, Utilities, Roadway

Reilly Associates provided engineering services for a mixed use commercial and industrial development located adjacent to S.R. 315 and Armstrong Road in Jenkins and Pittston Townships, Luzerne County, PA. The development is CenterPoint Trade Park East and West (CPE and CPW). The commercial development is located on a 132-acre parcel and the industrial development is located on a 377-acre parcel. Reilly Associates worked with the Owner to prepare the master plan for site layout, utilities systems and transportation systems. Reilly Associates prepared feasibility studies and planning for water, sewer, storm water, fire flow analysis, roadway, traffic, utility and storm water management.



The project included the design of over four miles (4) of drainage piping with inlets and roadways. Reilly Associates provided structural design, hydraulic designs and permitting for the systems. Work included designs and permitting of twelve reinforced concrete box culverts ranging from 10'x7' to 12'x8'.

Reilly Associates prepared permit applications for PennDOT for obtaining Highway Occupancy permits for sanitary sewers, storm piping, drainage facilities, new roadways and traffic signal improvements. Reilly Associates prepared documents for local municipal approvals, Conservation District approvals, PADEP approvals and approvals of affected sewer and water utilities.

Reilly Associates prepared all of the bidding plans and specifications, and construction contract documents for the system.

Solomon Creek Culvert Repairs

Hanover, PA

Reilly Associates' provided planning, design and construction phase services as part of a Pennsylvania Emergency Management Agency (PEMA) PW project for Hanover Township for the evaluation and replacement of existing sewer pipe in Solomon's Creek with new 30" DIP pipe to be concrete encased pipe and repairs to existing manholes. For this project, Reilly Associates services included site investigation and design development; working drawings & specifications; cost estimates; coordination and permitting with State Agencies; bidding phase services; construction period services; site visits; construction document review; construction engineering, construction administration, and resident project representative.

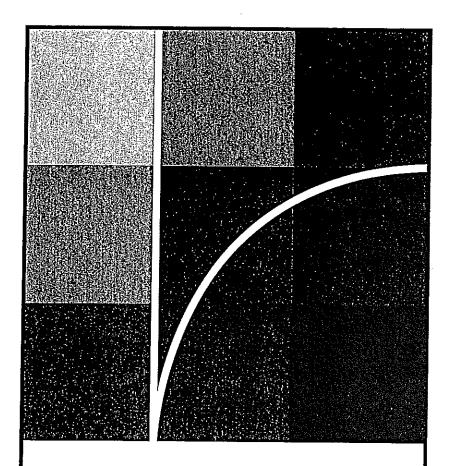
Reilly Associates performed reconnaissance of the existing drainage structures, assessed their structural stability, evaluated repair alternatives. We surveyed the drainage areas and prepared hydrologic reports and hydraulic designs.

This emergency portion of the work, Phase 1, was completed in March 2013 and the remainder of the project by the end of the year. **Cost**: Phase 1 Emergency Contract: \$358,117.87 Phase 2 Bid: \$67,369.50



Swoyersville Flood Control Project Swoyersville Borough, PA

Reilly Associates performed an analysis of the existing storm water drainage and flooding problems in Swoyersville Borough including parking lots, roads, sidewalks and surface runoff. As a result of this study Reilly Associates provided a complete storm water management plan and new storm water collection system for this \$12 million project. The project included culverts, piping, manholes, construction of three large storm water detention basins and three storm water pumping stations. Reilly associates was responsible for developing all drawings, cost estimates and specifications to repair the excessive flooding conditions. Reilly Associates was also responsible for determining the cause of the flooding and designed corrections to prevent future flooding.



CERTIFICATE OF INSURANCE
ANTI-COLLUSION AFFIDAVIT
AFFIRMATIVE ACTION
AFFIDAVIT
CERTIFICATE OF NONSEGREGATED
FACILITIES





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	04011 0	naoroomoniqoy,				
PRODUCER			CONTACT Kristy Rosiak			
Joyce, Jackman & Bell, LLC		PHONE (A/C. No. Ext): (570) 654-5505	PHONE [A/C, No, Ext): (570) 654-5505 FAX [A/C, No]: (570) 654-82			
9 N. Main Street			E-MAIL ADDRESS: krosiak@jjbins.com			
			INSURER(S) AFFORDING COVER	AGE	NAIC#	
Pittston PA 18640-0490		INSURER A : Natl Fire Ins Co of Ha	rtford	20478C		
INSURED			INSURER B:Continental Ins Co		35289C	
Reilly Associates			INSURER C:Donegal Mutual Insuran	INSURER C:Donegal Mutual Insurance 13692		
49 South Main Street			INSURER D :CNA			
Suite 200			INSURER E :			
Pittston	PA	18640	INSURER F;			

COVERAGES

CERTIFICATE NUMBER: 17-18 as of 5/4/17

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUICED BY PAID CLAIMS

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR		TYPE OF INSURANCE	ADDL SUBI	RI DI POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	ş	1,000,000
A		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	_			6046484146	5/4/2017	5/4/2018	MED EXP (Any one person)	Ş	10,000
	_		İ			İ	PERSONAL & ADV INJURY	\$	1,000,000
ſ	GEì	L'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	8	2,000,000
	Х	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
	1	OTHER:	_				1 ' '	\$	1,000,000
1	AUI	OMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
A	X	OTUS YNS			ĺ		BODILY INJURY (Per person)	\$	
		ALL OWNED SCHEDULED AUTOS AUTOS		6046139215	5/4/2017	5/4/2018	BODILY INJURY (Per accident)	s	
		HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
				<u> </u>			Underinsured motorist	\$	500,000
	X	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	5,000,000
В		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	5,000,000
		DED X RETENTIONS 10,000		6046139229	5/4/2017	5/4/2018		\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N	ļ				PER OTH-		
		PROPRIETOR/PARTNER/EXECUTIVE .	N/A				E.L. EACH ACCIDENT	s	1,000,000
C	(Man	datory in NH)		WC8042802	10/21/2016	10/21/2017	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
<u> </u>	DES	describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Pro	ofessional Liability		AEH591885922	3/8/2017	3/8/2018	Limit		1м/2м
							Deductible		\$30,000
	<u> </u>]	·			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Scranton 340 North Washington Avenue Scranton, PA 18503	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
berancon, in roots	AUTHORIZED REPRESENTATIVE
	Kristy Posisk/IAC Friends L. Rosiak

© 1988-2014 ACORD CORPORATION. All rights reserved.

All responses must be received by 10:00 A.M. Eastern Time May 22, 2017. Questions should be submitted to either <u>ireed@scrantonpa.gov</u> or <u>dbulzoni@scrantonpa.gov</u>. Subject line of questions and/or responses should read: "City of Scranton Engineering Services".

THIS PROPOSAL MUST BE RECEIVED IN THE OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN 10:00 a.m. July 28, 2017

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

NAME OF VENDOR: Reilly Associates
CONTACT PERSON: Thomas J. Reilly, Jr., PE
STREET ADDRESS: 201 Lackawanna Ave., Suites 309-310
CITY/STATE/ZIP: Scranton, PA 18503
TELEPHONE NUMBER: (570) 654-2473
FAX NUMBER: 570 654-6880
EMAIL ADDRESS: treilly@reillyengineering.com

AFFIRMATIVE ACTION CERTIFICATION

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

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

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

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

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

NON-COLLUSION AFFIDAVIT

I Thomas Reilly, the President

(NAME)

(TITLE)

OF Reilly Associates, certify and make this affidavit

(VENDOR, COMPANY, AGENCY)

on behalf of my company agency, or brokerage and its owners, directors, and officers that I am the person responsible for the pricing quoted in this proposal for the City of Scranton to which this affidavit forms a part.

I, by my signature on this form, certify that:

- 1. That the pricing reflected in this proposal have been arrived at independently and without outside influence, communications, or collusion from any other bidder, potential bidder, or disqualified bidder.
- 2. That the pricing contained in this proposal has not been disclosed to or discussed with any other bidder, potential bidder, or disqualified bidder.
- 3. That no influence, extortion, or collusion has been used to restrain or prevent any person, firm, company, or organization from participating in or responding to this request for proposal by the City of Scranton.
- 4. That this proposal is being made free and clear of any collusive activity or inducement to submit this as a non-competitive proposal for the purpose of complementary bidding to make another proposal appear to be lowest.

I understand that by signing this form I acknowledge that the above representations are material to, form a part of, and will be relied upon in the awarding of a contract by the City of Scranton for which this proposal is being submitted. I further understand fraudulent concealment of the true facts pertinent to the submission of this affidavit shall subject such vendor, company, or agency to penalties of law and permanent banning of bidding, subcontracting or providing any and all current and future materials, equipment, services or projects required by the City of Scranton.

VERIFICATION

I, _________, hereby state that the facts contained in the within the foregoing Non-Collusion Affidavit and true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C. S. A. Section 4904 relating to unsworn falsification to authorities.

CERTIFICATE OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for employees any segregated facilities at any 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 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 1/25/17	_
	Reilly Associates
	(Name of Bidder)
ture I M H	
By Thomas Reilly	_
Title President	_



DEPARTMENT OF LAW

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

September 7, 2017

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

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 REILLY ASSOCIATES CONSULTING ENGINEERS FOR ENGINEERING SERVICES -TEMPORARY CULVERT IMPROVEMENTS FOR MEADOWBROOK CREEK STORM WATER PROJECT.

Respectfully,

ess)ca L. Eskra, Esquire

City Solicitor

JLE/sl

RESOLUTION NO.	

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GOVERNMENT OBLIGATION CONTRACT BETWEEN KANSAS STATE BANK OF MANHATTAN (OBLIGEE) AND THE CITY OF SCRANTON, PENNSYLVANIA (OBLIGOR) FOR THE PURCHASE OF ONE (1) 2018 MACK GU813 WITH 25 YARD PACKER, ONE (1) 2018 MACK GU812 WITH A 20 YARD PACKER, FOUR (4) FREIGHTLINER 108 SD TRUCKS (MOUNTAIN) WITH SNOW PLOW EQUIPMENT AND REFINANCING OF CONTRACT # 3346397 FOR THE FOUR (4) 2015 GU813 REFUSE PACKERS FOR THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the City of Scranton Department of Public Works has determined that there is a need for the acquisition and refinancing of the Equipment described in the Government Obligation Contract attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, Kansas State Bank of Manhattan has provided a payment schedule for annual payments over a six (6) year period details of which are set forth in Exhibit "B" attached hereto and incorporated herein by reference thereto with the first payment of \$218,147.96 due
June 15, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute any and all documents attached hereto and incorporated herein by reference thereto including, but not limited to the Government Obligation Contract between Kansas State Bank of Manhattan (Obligee) and the City of Scranton, Pennsylvania (Obligor) for the purchase of one (1) 2018 Mack GU813 with 25 yard packer, one (1) Mack GU812 with 20 year packer; four (4) Freightliner 108 SD trucks (mountain) with snow plow equipment and refinancing of Contract # 3346397 for the four (4) Mack GU813 Refuse Packers for the Department of Public Works.

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

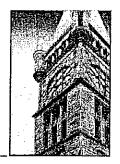
any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

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.

BUSINESS ADMINISTRATION

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



SCRANTON

MEMORANDUM

TO:

Lori Reed, City Clerk

FROM:

David Bulzoni, Business Administrator

RE:

Equipment Acquisition/Lease Refinance

DATE:

August 9, 2017

Lori, the accompanying legislation authorized the City to execute lease documents for the acquisition of Department of Public Works equipment as noted in the lease description. The equipment which will be acquired will be as follows:

- 1. A 2018 Mack GU813 with 25 yard packer;
- 2. A 2018 Mack GU812 with a 20 yard packer;
- 3. And 4 Freightliner 108 SD trucks (mountain) with snow plow equipment.

Each acquisition is Co-Stars compliant. The equipment acquisition will be funded through the refinance of a 2014 lease resulting in the acquisition of 4 2015 GU813 packers.

The existing 2014 lease terms for the four packers includes the following:

- Acquisition cost of \$953,132;
- Term of 6 years with annual payments of \$170,360.33;
- Interest rate of 3.080%

The refinancing lease will include the following transaction details:

- Refinance balance of 2014 lease, \$426,860.21;
- Mack truck packer acquisition. \$195,000.00
- Freightliner dump truck acquisition, 553,636
- Total amount of the 2017 lease, \$1,175,496.21

Terms and conditions of the new lease are as follows:

- Lease amount, \$1,175,496.21;
- Term of six years, annual payments of \$218,147.21;
- Interest rate of 3.350%.

Therefore, the refinanced lease will marginally increase the rate of interest from 3.080% to 3.350%, which remains favorable. The payment amount will increase from \$170,360.33 to \$218,147.96 or \$47,787.63.

This acquisition will mostly complete the equipment overhaul of primary Department of Public Works vehicles. I recommend the approval.



2627 KFB PŁAZA, SUITE 202E | 785-587-4000 |

SENT VIA EMAIL: DBULZONI@SCRANTONPA.GOV

August 3, 2017

Mr. David Bulzoni City of Scranton, Pennsylvania

Re: Financing for City of Scranton, Pennsylvania for One (1) 2018 Mack GU813 with 25 Yard Packer, One (1) 2018 Mack GU812 with 20 Yard Packer, Four (4) Freightliner 108SD Trucks with Snow Plow Equipment and Refinancing Contract# 3346397 for Four (4) 2015 Mack GU813 Refuse Packers, VIN: 1M2AX13C4FM029235, 1M2AX13C6FM029236, 1M2AX13C8FM029237 & 1M2AX13CXFM029238

Dear Mr. Bulzoni:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. All required documentation must be received by 3:00pm CST in order to fund the following business day.

The interest rate you have been quoted is valid through September 2, 2017.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, <u>if this transaction is not funded</u>. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Brianna Hinton Client Relations

GOVERNMENT OBLIGATION CONTRACT

Obligor

City of Scranton, Pennsylvania 340 North Washington Avenue Scranton, Pennsylvania 18503 Obligee KS StateBank 1010 Westloop; P.O. Box 69 Manhattan, Kansas 66505-0069

Dated as of August 3, 2017

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
- (g) Obligor has never non-appropriated funds under a contract similar to this Contract,
- (h) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (i) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (j) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (k) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (l) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (m) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (n) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement, in the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01. Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation, If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment, Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds, if there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to hall, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee on its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Defaul!

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipmentand any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obliger's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (Including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Oblige a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule. Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Scranton, Pennsylvania	KS StateBank			
Signature	Signature			
	Marsha Jarvis, Senior Vice President			
Brintad Name and Title	Printed Name and Title			

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of August 3, 2017, between KS StateBank (Obligee) and City of Scranton, Pennsylvania (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2018 Mack GU813 with 25 Yard Packer, One (1) 2018 Mack GU812 with 20 Yard Packer, Four (4) Freightliner 108SD Trucks with Snow Plow Equipment and Refinancing Contract# 3346397 for Four (4) 2015 Mack GU813 Refuse Packers, VIN: 1M2AX13C4FM029235, 1M2AX13C6FM029236, 1M2AX13C8FM029237 & 1M2AX13CXFM029238

Physical Address of Equipment after Delivery: 101 W Poplar St, Scranton, PA 18509

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of August 3, 2017, between KS StateBank (Obligee) and City of Scranton, Pennsylvania (Obligor)

Date of First Payment: June 15, 2018 Original Balance: \$1,175,891.21

Total Number of Payments:
Number of Payments Per Year:

Six (6) One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	15-Jun-18	\$218,147.96	\$31,404.46	\$186,743.50	\$1,005,360.48
2	15-Jun-19	\$218,147.96	\$33,136.45	\$185,011.51	\$815,161.54
3	15-Jun-20	\$218,147.96	\$26,938.56	\$191,209.40	\$619,675.07
4	15-Jun-21	\$218,147.96	\$20,533.05	\$197,614.91	\$418,754.08
5	15-Jun-22	\$218,147.96	\$13,912.95	\$204,235.01	\$212,247.48
6	15-Jun-23	\$218,147.96	\$7,071.08	\$211,076.88	\$0.00

City of Scranton, Pennsylvania

Signature

Printed Name and Title

^{*}Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of August 3, 2017, between KS StateBank (Obligee) and City of Scranton, Pennsylvania (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

- 1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
- Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
- 3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
- 4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Scranton, Pennsylvania	
Signature	
Printed Name and Title	

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of August 3, 2017, between KS StateBank (Obligee) and City of Scranton, Pennsylvania (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

- 1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
- 2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
- 3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
- 4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
- 5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds :	General Fund Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be
made.	ibligor hereby authorizes the ocheral radia of the obligor as a backup source of failus from which the contract rayments can be
City of Scranto	n, Pennsylvania
•	
Signature	
Printed Name and Title	

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of August 3, 2017, between KS StateBank (Obligee) and City of Scranton, Pennsylvania (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that: Pursuant to the invoice attached hereto, the amount to be disbursed is \$_____ and this amount is consistent with the Contract between Obligor and Vendor. Payment is to be made to: Pavee: 3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the Vendor, (2) copy of the Contract between Obligor and Vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment. No amount listed in this exhibit was included in any such exhibit previously submitted. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof. I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form. Please forward this document and any correspondence relating to vendor payment to: Email: bhinton@ksstate.bank Fax: (785) 587-4016

EXHIBIT G

SIGNATURE CARD

RE: Government Obligation Contract dated as of August 3, 2017, between KS StateBank (Obligee) and City of Scranton, Pennsylvania (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Scranton, Pennsylvania.

City of Scranton, Pennsylvania
Signature
Printed Name and Title
Signature of additional authorized individual (optional) of Obligor
Signature
Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of August 3, 2017, between KS StateBank (Obligee) and City of Scranton, Pennsylvania (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract. Please complete the below information, attach another page if necessary Vendor Name: Equipment: Cost of Equipment: Vendor Name: Equipment: Cost of Equipment: Vendor Name: Equipment: Cost of Equipment: Vendor Name: Equipment: Cost of Equipment: Vendor Name: Equipment: Cost of Equipment:

Obligor will immediately notify Obligee if any of the information listed above is changed.

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

Certificate Holder:

City of Scranton, Pennsylvania

KS StateBank

340 North Washington Avenue

1010 Westloop, P.O. Box 69

Scranton, Pennsylvania 18503

Manhattan, Kansas 66505-0069

1. Equipment Description

- One (1) 2018 Mack GU813 with 25 Yard Packer, One (1) 2018 Mack GU812 with 20 Yard Packer, Four (4) Freightliner 108SD Trucks with Snow Plow Equipment and Refinancing Contract# 3346397 for Four (4) 2015 Mack GU813 Refuse Packers, VIN: 1M2AX13C4FM029235, 1M2AX13C6FM029236, 1M2AX13C8FM029237 & 1M2AX13CXFM029238
- Please include all applicable VIN's, serial numbers, etc.
- 2. Deductible
 - The deductible amounts on the insurance policy should not exceed \$100,000.00.
- 3. Physical Damage
 - All risk coverage to guarantee proceeds of at least \$1,175,891.21.
- 4. Liability
 - Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.
- 5. Additional Insured and Loss Payee
 - ♦ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to:

Email: bhinton@ksstate.bank

or

Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

	City of Scranto	on, Pennsylvania	
Insurance Company:	•		
Agent's Name:			
Telephone #:			
City, State Zip:			
Email:			

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

	Payme	ent Amount	Frequency of Payments
3352124	\$218,1	47.96	Annual
Beginning		Day of Mo	nth
Month Yea	r	1 5th	
<u>I acknowledge that</u>	the origination of ACH	transactions to this account n	nust comply with the provisions of U.S. law.
Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Nun	nber
rmination in such time and manne	r as to afford KS StateB	iank a reasonable opportunity	to act on it.
-			
City of Scranton, Pennsylvania		Printed Nam	
Obligor Name on Contract City of Scranton, Pennsylvania Signature Tax ID Number 24-6000704		Printed Nam Date	
City of Scranton, Pennsylvania Signature Fax ID Number	PLEASE ATTACH		e and Title

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

(Rev. September 2011) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations ► Under Internal Revenue Code section 149(e)

➤ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Pai	t Reporting Auth	ority			If Ar	nende	d Ret	urn, ch	neck here ►	
1	Issuer's name				2 1	ssuer's e	mploye	r identific	cation number (E	EIN)
	City of Scranton, Penn							24-60		
3a	Name of person (other than	issuer) with whom the IRS may com	municate about this return (s	see instructions)	3b 7	elephone	e numb	er of oth	er person showr	on 3a
4	Number and street (or P.O.	box if mail is not delivered to street a	ddress)	Room/suite	5 F	eport nu	mber (F	or IRS (Jse Only)	
	340 North Washington	Avenue							3	
6	City, town, or post office, sta				7 0	ate of iss	sue			
	Scranton, Pennsylvani	a 18503						09/01/	2017	
8	Name of issue Government Obligation	ı Contract			9 0	USIP nu	mber	No	ne	
10a		other employee of the issuer whom	the IRS may call for more i	information (see				er of off	icer or other	
	instructions)				ì	mployee				
Dar	Mr. David Bulzoni, Bus	enter the issue price). See t	he instructions and at	tach schodul	<u> </u>	570) 348	3-4214			
								144		Τ
11							• •	11		
12	•							. 12		
13	Transportation							. 13		
14	Public safety							14		
15	Environment (including	sewage bonds)						. 15		
16	Housing							. 16		
17	Utilities							. 17		
18	Other, Describe > Ten	(10) Utility Vehicles						18	1,185,806	96
19	If obligations are TANs	or RANs, check only box 19a				, , >				<u> </u>
	If obligations are BANs,	check only box 19b				▶				
20		form of a lease or installment sal								
;Par	Description of C	bligations, Complete for the	entire issue for which	n this form is	being	filed.				
!	(a) Final maturity date	(b) issue price	(c) Stated redemption price at maturity		(d) Wei average r	_			(e) Yield	
21	06/15/2023	\$ 1,185,806.96	\$ 1,175,891.21	3	3.579	уe	ears		3.329	%
Parl	IV. Uses of Proceed	ls of Bond Issue (including	underwriters' disco	unt)						
22	Proceeds used for accru	ied interest						22		
23	Issue price of entire issu	e (enter amount from line 21, co	ilumn (b))					23	1,185,806	96
24	-	issuance costs (including under		1 1		9,915	75	i de la composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della composition della comp		
25	Proceeds used for credit									
26		asonably required reserve or rep		· ·						
27	Proceeds used to curren		· · · · · · · · · · · · · · · · · · ·					1400		
28	Proceeds used to advan	•					-			
29	Total (add lines 24 throu	•		\				29	9,915	75
30	•	of the issue (subtract line 29 fror						30	1,175,891	21
Part		efunded Bonds. Complete t	·······		• • •	• • •	• • •		1,110,001	
31		hted average maturity of the bo					>		V	ears
32		phted average maturity of the bo								ears
33		nich the refunded bonds will be o							<i>J</i>	
34		unded bonds were issued ► (Mi	•						<u> </u>	
		t Notice, see separate instruct			o. 63773			m 803	B-G (Rev. 9-2	2011)
, v, r	THUSING THURSDAY NO				_,, , ,	-	. •11		(- • • • •

Form :	8038-G (Rev	/. 9-2011)									Page
, Par	t.VI Mis	scellaneous									
35	Enter the	amount of the s	tate volume cap	allocated to the issue	under section 141	(b)(5) .			35		Ţ
36a	Enter the	amount of gross	proceeds inves	ted or to be invested in	a guaranteed inv	estment o	ontract (Glo	c) [-	1 - N - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		
	(see inst	ructions)				,			36a		
b	Enter the	final maturity da	te of the GIC ▶					<u> </u>			<u> </u>
С	Enter the	name of the GIC	C provider ►					ļ.	10 E		
37	Pooled fi	nancings: Enter t	he amount of th	e proceeds of this issue	e that are to be use	ed to mak	e loans				
				·					37		ļ
38a				eds of another tax-exe				L the following in	formation		Ĺ
b		date of the mast			, ,	_					
С	Enter the	EIN of the issue	r of the master p	ool obligation >					•		
d	Enter the	name of the issu	er of the master	pool obligation >					•		
39	If the issu	ier has designate	d the issue und	er section 265(b)(3)(B)	(i)(III) (small issuer	r exceptio	n), check bo	X			П
40				n lieu of arbitrage rebat							
41a				here ▶ ☐ and enter							ш.
b		hedge provider 🕨			•						
С	Type of h	edge ►									
ď	Term of h	edge ▶									
42	If the issu	er has superinteg	grated the hedge	e, check box						▶	П
43				lures to ensure that all							_
				ode and Regulations (s						🕨	П
44				ures to monitor the req							H
45a				o reimburse expenditur							_
		sement									
b	Enter the	date the official ir	ntent was adopte	ed ▶							
			,								
Signa and Cons	ature ent	and belief, they an process this return	e true, correct, and i, to the person tha	that I have examined this I complete. I further declar It I have authorized above	re that I consent to th	nying sched ne IRS's dis	dules and state closure of the	ements, and to the issuer's return in	ne best of n nformation,	ny knowledg as necessa	ge uy to
				ed representative	Date		Туре о	г print name and	title		
aid		Print/Type prepar		Preparer's signature	-	Date		Check 🗌 if	PTIN		
repa	arer	H. Evan Howe		H. Evan Howe Date	: 2017,08,03 15:46:36 -05'00'	08/0	3/2017	self-employe	. !	P01438994	4
Jse (Firm's Name ▶	Baystone Fin	ancial LLC			Firm's EIN ▶		8-122398	37	
		Firm's Address ▶	12980 Metcali	, Suite 310, Overland	Park, KS 66213		Phone no.	(800) 752-	3562	

Form 8038-G (Rev. 9-2011))

OPINION OF COUNSEL

(Must be Re-typed onto attorney's letterhead)

(Date, must be on or after the meeting date listed on Exhibit D, Obligor Resolution)

KS StateBank 1010 Westloop; P.O. Box 69 Manhattan, Kansas 66505-0069

RE: Government Obligation Contract dated as of August 3, 2017, between KS StateBank (Obligee) and City of Scranton, Pennsylvania (Obligor)

Ladies and Gentlemen:

As legal counsel to Obligor, I have examined the foregoing Contract and such other opinions, documents and matters of law as I have deemed necessary in connection with this Contract. Based on the foregoing, I am of the following opinions:

- 1. Obligor is a political subdivision of the State of Pennsylvania, or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.
- Obligor has the requisite power and authority to purchase the Equipment and to execute and deliver the Contract and to perform its obligations
 under the Contract. The Contract and the other documents either attached hereto or required herein have been duly authorized, approved and
 executed by and on behalf of Obligor, and the Contract is a legal, valid and binding obligation of Obligor enforceable in accordance with its
 terms.
- 3. The authorization, approval and execution of the Contract and all other proceedings of Obligor relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
- 4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Obligor or any of the Obligor's officers or employees to enter into the Contracts.
- 5. The above opinion is for the sole benefit of the Obligee listed above and can only be relied upon by the Obligee or any permitted assignee or subassignee or successor of Obligee under the Contract.

Signature of Legal Counsel



DEPARTMENT OF LAW

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

September 5, 2017

Kansas State Bank of Manhattan 1010 Westloop; P.O. Box 69 Manhattan, Kansas 66505-0069

Re: Government Obligation Contract dated as of August 3, 2017

between Kansas State Bank of Manhattan (Obligee) and City of Scranton

Pennsylvania (Obligor)

Ladies and Gentlemen:

As legal counsel to Obligor, I have examined the foregoing Contract and such other opinions, documents and matters of law as I have deemed necessary in connection with this Contract. Based on the foregoing, I am of the following opinions:

- 1. Obligor is a political subdivision of the State of Pennsylvania, or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State
- 2. Obligor has the requisite power and authority to purchase the Equipment and to execute and deliver the Contract and to perform its obligations under the Contract. The Contract and the other documents either attached hereto or required herein have been authorized, approved and executed by and on behalf of Obligor, and the Contract in a legal, valid and binding obligation enforceable in accordance with its terms.
- 3. The authorization, approval and execution of the Contract and all other proceedings of Obligor relating to the transactions contemplated thereby have been performed in accordance with all other meeting laws, public bidding laws and all other applicable state and federal laws.
- 4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Obligor or any of the Obligor's officers or employees to enter into the Contracts.
- 5. The above opinion is for the sole benefit of the Obligee listed and can only be relied upon by the Obligee or any permitted assignee or subassignee or successor of Obligee under the Contract.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor



DEPARTMENT OF LAW

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

September 7, 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 MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GOVERNMENT OBLIGATION CONTRACT BETWEEN KANSAS STATE BANK OF MANHATTAN (OBLIGEE) AND THE CITY OF SCRANTON, PENNSYLVANIA (OBLIGOR) FOR THE PURCHASE OF ONE (1) 2018 MACK GU813 WITH 25 YARD PACKER, ONE (1) 2018 MACK GU812 WITH A 20 YARD PACKER, FOUR (4) FREIGHTLINER 108 SD TRUCKS (MOUNTAIN) WITH SNOW PLOW EQUIPMENT AND REFINANCING OF CONTRACT # 3346397 FOR THE FOUR (4) 2015 GU813 REFUSE PACKERS FOR THE DEPARTMENT OF PUBLIC WORKS.

Respectfully,

Jessica L. Eskra, Esquire

JLE/sl

RESOLUTION 1	NO.
--------------	-----

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GOVERNMENT OBLIGATION CONTRACT BETWEEN MUNICIPAL LEASING CONSULTANTS, LLC (OBLIGEE) AND THE CITY OF SCRANTON, PENNSYLVANIA (OBLIGOR) FOR THE ACQUISITION OF A NEW 2017 SUTPHEN SP100 ARIEL PLATFORM TRUCK FOR THE CITY OF SCRANTON FIRE DEPARTMENT.

WHEREAS, the City of Scranton Fire Department has determined that there is a need for the acquisition of the Equipment described in the Government Obligation Contract attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, KS State Bank has provided a payment schedule for annual payments over a ten (10) year period details of which are set forth in Exhibit "B" attached hereto and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute any and all documents attached hereto and incorporated herein by reference thereto including, but not limited to the Government Obligation Contract between Municipal Leasing Consultants, LLC (Obligee) and the City of Scranton, Pennsylvania (Obligor) for the acquisition of a new Sutphen SP100 Ariel Platform truck for the City of Scranton Fire Department.

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

BUSINESS ADMINISTRATION

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



SCRANTON

MEMORANDUM

TO:

Lori Reed, City Clerk

FROM:

David Bulzoni, Business Administrator

RE:

Equipment Lease

DATE:

August 24, 2017

Lori, the accompanying legislation authorizes the City to execute lease documents for the acquisition of a Sutphen ladder truck for the Fire Department. The equipment is noted in the lease description. The equipment will be available for delivery later this year and is noted as follows:

1. A new 2017 Sutphen SP100 Aerial Platform truck

The acquisition is Co-Stars compliant. The equipment acquisition will be funded through a 2017 commercial lease

The lease will include the following transaction details:

- Total Acquisition Cost, \$1,098,790.00;
- 2015 Local Services Grant \$225,000.00
- 2016 Local Services Grant \$105,142.00
- Total amount of the 2017 lease, net, \$768,648.00

Terms and conditions of the new lease are as follows:

- Lease amount, less \$330,142 at closing, \$768,648.00;
- Term of ten years, annual payments of \$102,156.57;
- Interest rate of 3.706%.

This acquisition will mostly complete the equipment overhaul of primary Fire Department vehicles and facilities. I recommend the approval.

GOVERNMENT OBLIGATION CONTRACT

Obligor

City of Scranton, Pennsylvania 340 North Washington Avenue Scranton, Pennsylvania 18503

Obligee Municipal Leasing Consultants, LLC

7 Old Town Lane Grand Isle, Vermont 05458

Dated as of August 25, 2017

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions, The following terms will have the meanings indicated below unless the context dearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
- (g) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (h) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- []] Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (j) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (k) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (l) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (m) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (n) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payments) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payments) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01,THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit 8 except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term

Section 3.06 Discipiner of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor is liable for all damage to the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee, All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filled with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Equipment, Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02. Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipmentand any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligoe that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obliger, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obliger. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall Inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts, This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule. Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Scranton, Pennsylvania	Municipal Leasing Consultants, LLC
Signature	Signature
	Renee Piche, President
Printed Name and Title	Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of August 25, 2017, between Municipal Leasing Consultants, LLC (Obligee) and City of Scranton, Pennsylvania (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Sutphen SP100 Aerial Platform Truck

Physical Address of Equipment after Delivery: 518 Mulberry St., Scranton, PA 18503

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of August 25, 2017, between Municipal Leasing Consultants, LLC (Obligee) and City of Scranton, Pennsylvania (Obligor)

Date of First Payment:

At Closing

Original Balance:

\$1,098,790.00 Ten (10)

Total Number of Payments: Number of Payments Per Year:

One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$330,142.00	\$0.00	\$330,142.00	\$788,401.19
2	25-Aug-18	\$102,156.57	\$28,747.43	\$73,409.14	\$711,394.62
3	25-Aug-19	\$102,156.57	\$26,001.93	\$76,154.64	\$631,931.54
4	25-Aug-20	\$102,156.57	\$23,153.75	\$79,002.82	\$549,933.59
5	25-Aug-21	\$102,156.57	\$20,199.04	\$81,957.53	\$465,319.90
6	25-Aug-22	\$102,156.57	\$17,133.83	\$85,022.74	\$378,007.03
7	25-Aug-23	\$102,156.57	\$13,953.98	\$88,202.59	\$287,908.88
8	25-Aug-24	\$102,156.57	\$10,655.20	\$91,501.37	\$194,936.60
9	25-Aug-25	\$102,156.57	\$7,233.05	\$94,923.52	\$98,998.51
10	25-Aug-26	\$102,156.57	\$3,682.92	\$98,473.65	\$0.00

City of Scranton, Pennsylvania

Signature

Printed Name and Title

^{*}Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of August 25, 2017, between Municipal Leasing Consultants, LLC (Obligee) and City of Scranton, Pennsylvania (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

- 1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
- 2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
- 3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
- 4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligoe of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Scranton, Pennsylvania				
Signature				
Printed Name and Title				

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of August 25, 2017, between Municipal Leasing Consultants, LLC (Obligee) and City of Scranton, Pennsylvania (Obligor) At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on ____ _ the following resolution was introduced and adopted: BE IT RESOLVED by the Governing Body of Obligor as follows: 1. Determination of Need. The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of August 25, 2017, between City of Scranton, Pennsylvania (Obligor) and Municipal Leasing Consultants, LLC (Obligee). Approval and Authorization. The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract. Authorized Individual(s): (Typed or Printed Name and Title of Individual(s) authorized to execute the Contract) Adoption of Resolution. The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution. Signature: (Signature of Secretary, Board Chairman or other member of the Governing Body) Printed Name & Title: (Printed Name and Title of individual who signed directly above) Attested By: (Signature of one additional person who can witness the passage of this Resolution) Printed Name & Title: (Printed Name of individual who signed directly above)

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of August 25, 2017, between Municipal Leasing Consultants, LLC (Obligee) and City of Scranton, Pennsylvania (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

- 1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
- 2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
- 3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
- 4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
- 5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.
City of Scranton, Pennsylvania
Signature
Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of August 25, 2017, between Municipal Leasing Consultants, LLC (Obligee) and City of Scranton, Pennsylvania (Obligor)

or sat	accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the isfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:
1. 2.	Pursuant to the invoice attached hereto, the amount to be disbursed is \$ and this amount is consistent with the Contract between Obligor and Vendor. Payment is to be made to: Payee:
۷.	rayment is to be made to.
3.	The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the Vendor, (2) copy of the Contract between Obligor and Vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4.	No amount listed in this exhibit was included in any such exhibit previously submitted.
5.	Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6.	The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's
7.	specifications and accepted for all purposes. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8.	Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due
9.	and payable during such current Budget Year. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
	e undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body Obligor to sign this Payment Request and Equipment Acceptance Form.
Plea	se forward this document and any correspondence relating to vendor payment to:
	Email: robin.gidney@powerofleasing.com
	or Fax: (802) 372-4775
Plea	se call (802) 372-8435 if you have any questions.
Ci	ty of Scranton, Pennsylvania
Sigi	nature
Prin	sted Name and Title

EXHIBIT G

SIGNATURE CARD

RE: Government Obligation Contract dated as of August 25, 2017, between Municipal Leasing Consultants, LLC (Obligee) and City of Scranton, Pennsylvania (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Scranton, Pennsylvania.

City of Scranton, Pennsylvania				
Signature				
Printed Name and Title				
Signature of additional authorized individual (optional) of Obligor				
Signature				
Printed Name and Title				

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of August 25, 2017, between Municipal Leasing Consultants, LLC (Obligee) and City of Scranton, Pennsylvania (Obligor)

, (
Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.
Please complete the below information, attach another page if necessary
Vendor Name:
Equipment:
Cost of Equipment:
Vendor Name:
Equipment:
Cost of Equipment:
Vendor Name:
Equipment:
Cost of Equipment:
Vendor Name:
Equipment:
Cost of Equipment:
Vendor Name:
Equipment:
Cost of Equipment:

Obligor will immediately notify Obligee if any of the information listed above is changed.

AUGUST 25, 2017

Municipal Leasing Consultants, LLC (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and City of Scranton, Pennsylvania, dated as of August 25, 2017.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank 1010 Westloop, P.O. Box 69 Manhattan, Kansas 66505-0069

Municipal Leasing Consultants, LLC, Obligee/Assignor		
Signature		
Renee Piche, President		
Printed Name and Title		

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

City of Scranton, Pennsylvania (Obligor) as party to a Government Obligation Contract dated as of August 25, 2017 between Obligor and Municipal Leasing Consultants, LLC (Obligee), hereby acknowledges receipt of a Notice of Assignment dated August 25, 2017 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank 1010 Westloop, P.O. Box 69 Manhattan, Kansas 66505-0069

City of Scranton, Pennsylvania					
Signature					
Printed Name and Title					

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

Certificate Holder:

City of Scranton, Pennsylvania

KS StateBank

340 North Washington Avenue

1010 Westloop, P.O. Box 69

Scranton, Pennsylvania 18503

Manhattan, Kansas 66505-0069

- 1. Equipment Description
 - One (1) Sutphen SP100 Aerial Platform Truck
 - ♦ Please include all applicable VIN's, serial numbers, etc.
- 2. Deductible
 - The deductible amounts on the insurance policy should not exceed \$100,000.00.
- 3. Physical Damage
 - ♦ All risk coverage to guarantee proceeds of at least \$1,098,790.00.
- 4. Liability
 - ♦ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.
- 5. Additional Insured and Loss Payee
 - ♦ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to:

Email: robin.gidney@powerofleasing.com

or

Fax: (802) 372-4775

Please complete the information below and return this form along with the Contract.

City of Scranton, Pennsylvania				
Insurance				
Company:				
Agent's Name:				
Telephone #:				
Fax #:				
Address:				
City, State Zip:				
Email·				

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number	Payment Amount		Frequency of Payments
3352247	1 @ \$330,142.00;	2-10 @ \$102,156.57	Annual
Beginning		Day of Month	
Month Year		20th	
l acknowledge that the	origination of ACH transactions to	this account must comply	with the provisions of U.S. law.
Financial Institution Name		Branch	
Address C	ty	State	Zip
Routing Number		Account Number	
This authority is to remain in full force ar termination in such time and manner as Obligor Name on Contract	d effect until KS StateBank has rec	hecking Save Save Save Save Save Save Save Save	from any authorized signer of the account of its
City of Scranton, Pennsylvania			
Signature		Printed Name and Title	
Tax ID Number		Date	
24-6000704			
	PLEASE ATTACH COPY OF A VO	IDED CHECK TO THIS FORI	ΜI
	USA Patri	ot Act	

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 08-23-2017

BILL TO:

CITY OF SCRANTON, PENNSYLVANIA ATTN: ACCOUNTS PAYABLE 340 NORTH WASHINGTON AVENUE SCRANTON, PENNSYLVANIA 18503 REMIT TO: KS STATEBANK GOVERNMENT FINANCE DEPARTMENT PO BOX 69 MANHATTAN, KS 66505-0069 FOR INQUIRIES: (802) 372-8435

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3352247	At Closing	At Closing	\$330,142.00

GOVERNMENT OBLIGATION CONTRACT DATED AS OF AUGUST 25, 2017	PAYMENT AMOUNT:	AMOUNT \$330,142.00
ONE (1) SUTPHEN SP100 AERIAL PLATFORM TRUCK		
Additional interest will be assessed on any payment recei	ived after the due date.	
		\$330,142.00
		TOTAL DUE

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations ► Under Internal Revenue Code section 149(e)

➤ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

	tment of the Treasury		See separate instruct		000 0	^				
Par	al Revenue Service t l Reporting Auth		ue price is under \$100,00	ou, use Form 80			d Dat	LIED O	hook horo N	
1	Issuer's name	ЮПТУ			2				heck here >	
	City of Scranton, Penn	nsvlvania			1	issuei s e	IIIhsoye		00704	2118)
	3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)					3b Telephone number of other person shown on 3			on 3a	
4	Number and street (or P.O.	box if mail is not delivered to street a	address)	Room/suite	5	Report nu	mber (F	or IRS	Use Only)	
	340 North Washington	Avenue		Ī	Ì	-	•		3 📳	
6	City, town, or post office, sta				7	Date of is	sue			
	Scranton, Pennsylvani	ia 18503						08/25	/2017	
8	8 Name of issue 9 CUSIP number									
10a	Government Obligation Name and title of officer or	n Contract other employee of the issuer whom	the IRS may call for more	information (see	10b	Telephone	numb		ine ficer or other	
,	instructions)		and the may deli for more	montation (see	105	employee	shown	on 10a	noor or other	
	Mr. David Bulzoni, Bus					(570) 34	8-4214			
Par	Type of Issue (e	enter the issue price). See	the instructions and a	ttach schedul	e.					-
11	Education							. 11		
12	Health and hospital							12		
13	Transportation							. 13		
14	Public safety							14	1,113,081	09
15	Environment (including	sewage bonds)						. 15		
16	Housing	<i></i>						. 16		
17	Utilities							. 17		
18	Other, Describe >							18		
19	If obligations are TANs	or RANs, check only box 19a				>		adorio Abrilia	den de la como de la c	i est dida Aligni sata
		check only box 19b								
20		form of a lease or installment sa							生物学 45 50 基础 15 18 56 6	Hener Weller
Part	Description of C	Obligations. Complete for the	e entire issue for whic	h this form is	being	filed.		o deportments	: K. 1710: 1 Istore) 24 (Mar.)	AL MINISTER
	(a) Final maturity date	(b) issue price	(c) Stated redemption	on	(d) W	eighted maturity			(e) Yield	
ĺ										
21	08/25/2026	\$ 1,113,081.09	\$ 1,098,790.00		.669	у	ears		3.706	<u>%</u>
Part		ds of Bond Issue (including	g underwriters' disco	ount)						
22	Proceeds used for accru							22		
23		ue (enter amount from line 21, co			• •			23	1,113,081	09
24	Proceeds used for bond	issuance costs (including under	rwriters' discount)	24		14,291	09			
25	Proceeds used for credit			· ·				ALEX.		
26	Proceeds allocated to re	easonably required reserve or re	placement fund , , ,	26						
27	Proceeds used to curren	ntly refund prior issues		27						
28	Proceeds used to advan	ce refund prior issues		28				THE TO		
29	•	igh 28)						29	14,291	09
30		of the issue (subtract line 29 from			. <u>.</u>	<u></u>		30	1,098,790	00
Part	V Description of R	efunded Bonds. Complete	this part only for refur	nding bonds.						
31	Enter the remaining weig	ghted average maturity of the bo	onds to be currently refur	nded			. ,▶		y	ears
32	Enter the remaining welg	ghted average maturity of the bo	onds to be advance refur	ıded			⊁			ears
33	Enter the last date on wh	nich the refunded bonds will be o	called (MM/DD/YYYY)				▶			
34	Enter the date(s) the refu	unded bonds were issued ► (MI	M/DD/YYYY)		<u></u>	<u></u> .				
								000	^ ^ -	

Form 8	3038-G (Rev.	9-2011)									Page 2
Par	t VI Misc	cellaneous				- 11					
35	Enter the	amount of the sta	te volume cap	allocated to the issue ur	der section 141	(b)(5)			35		
36a	Enter the	amount of gross p	oroceeds inves	ted or to be invested in a	guaranteed inv	estment co	ontract (GIC)			
	(see instru	uctions)							36a		
ь	Enter the	final maturity date	of the GIC ►								
c	Enter the name of the GIC provider ▶										
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans										
	to other g	overnmental units						[37		
38a	If this issu	e is a loan made i	from the procee	eds of another tax-exem	pt issue, check	box ► 🔲	and enter t	he following in	nformati	on:	
b	Enter the	date of the master	r pool obligation	n >							
C	Enter the	EIN of the issuer	of the master p				· ·········		-		
d	Enter the	name of the issue	r of the master	pool obligation ►					-		
39	If the issue	er has designated	the issue unde	er section 265(b)(3)(B)(i)	(III) (small issue	er exception	ı), check box	(. <i>.</i>	- 		. []
40				lieu of arbitrage rebate							. 🔲
41a	a If the issuer has identified a hedge, check here ▶ □ and enter the following information:										
b	Name of h	edge provider 🕨			_						
c	Type of he	edge ►									
đ	Term of he										
42	If the issue	er has superintegr	ated the hedge	e, check box						🕨	. 🗆
43		=	_	ures to ensure that all n							
	according	to the requiremen	its under the C	ode and Regulations (se	e instructions),	check box					. 🗆
44	_	•		ures to monitor the requ						🕨	
45a				o reimburse expenditure							
		sement									
b		late the official int									
Signa and Cons	ature sent	and belief, they are process this return,	true, correct, and to the person tha	that I have examined this radiced complete, I further declared to the later and the later above, at I have authorized above,	that I consent to t		closure of the	issuer's return	informati		
				ed representative	Date	Date	Type o	r print name an			
Paid Prepa	aror	Print/Type prepare H. Evan Howe		Preparer's signature N. Evan Home Date:	ly signed by H. Evan Howe .017.08.23 10:16:30 -05'00'		3/2017	Check self-employe		P0143899	94
Jse (Firm's Name ►	Baystone Fin	ancial LLC			Firm's EIN ▶		48-122	3987	
(Jiny	Firm's Address 🕨	12980 Metcal	f, Suite 310, Overland I	Park, KS 66213	3	Phone no.		(800) 7	52-3562	



DEPARTMENT OF LAW

A N I A CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONÉ: 570-348-4105 • FAX: 570-348-4263

September 5, 2017

Kansas State Bank of Manhattan 1010 Westloop; P.O. Box 69 Manhattan, Kansas 66505-0069

Re:

Government Obligation Contract dated as of August 25, 2017 between Kansas State Bank of Manhattan (Obligee) and City of Scranton Pennsylvania (Obligor)

Ladies and Gentlemen:

As legal counsel to Obligor, I have examined the foregoing Contract and such other opinions, documents and matters of law as I have deemed necessary in connection with this Contract. Based on the foregoing, I am of the following opinions:

- 1. Obligor is a political subdivision of the State of Pennsylvania, or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State
- 2. Obligor has the requisite power and authority to purchase the Equipment and to execute and deliver the Contract and to perform its obligations under the Contract. The Contract and the other documents either attached hereto or required herein have been authorized, approved and executed by and on behalf of Obligor, and the Contract in a legal, valid and binding obligation enforceable in accordance with its terms.
- 3. The authorization, approval and execution of the Contract and all other proceedings of Obligor relating to the transactions contemplated thereby have been performed in accordance with all other meeting laws, public bidding laws and all other applicable state and federal laws.
- 4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Obligor or any of the Obligor's officers or employees to enter into the Contracts.
- 5. The above opinion is for the sole benefit of the Obligee listed and can only be relied upon by the Obligee or any permitted assignee or subassignee or successor of Obligee under the Contract.

Respectfully,

Jessida L. Eskra, Esquire

City Solicitor



DEPARTMENT OF LAW

CITY HALL

■ 340 NORTH WASHINGTON AVENUE

■ SCRANTON, PENNSYLVANIA 18503

■ PHONE: 570-348-4105

■ FAX: 570-348-4263

September 5, 2017

RECEIVED

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 MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GOVERNMENT OBLIGATION CONTRACT BETWEEN MUNICIPAL LEASING CONSULTANTS, LLC (OBLIGEE) AND THE CITY OF SCRANTON, PENNSYLVANIA (OBLIGOR) FOR THE ACQUISITION OF A NEW 2017 SUTPHEN SP100 ARIEL PLATFORM TRUCK FOR THE CITY OF SCRANTON FIRE DEPARTMENT.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

JLS/sl

2017

RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF \$83,907.00 FOR THE PURCHASE OF SEVENTY-FIVE (75) TASERS FOR THE SCRANTON POLICE DEPARTMENT PATROL DIVISION

WHEREAS, the City of Scranton Police Department is desirous of obtaining funds from the Pennsylvania Department of Community and Economic Development ("DCED") for a Local Share Account Grant (Gaming Funds-Monroe County) in the amount of \$83,907.00 for the purchase of seventy-five (75) Tasers for the Patrol Division of the Scranton Police Department. A copy of the grant application ("Grant Application") and supplemental items are attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, the funds from this Grant will be used to purchase of seventy-five (75)

Tasers through Axon Enterprise; and

WHEREAS, the cost per Taser including holster, battery and cartridge is \$1,118.76; and WHEREAS, current Tasers used by the Scranton Police Department will expire within the next year; and

WHEREAS, the expected outcome is to provide a safer method of law enforcement for both officers and suspects by supplying equipment that has proven to lower the risk of injury and to maintain the community's confidence that Scranton Police Department is committed to deescalating dangerous situations while preserving life.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the actions of the City of Scranton Police Department in submitting the Grant Application, substantially in the form attached hereto, are hereby ratified and further, the Mayor and other appropriate city officials are hereby authorized to execute and submit any additional related paperwork for this Grant, and if successful, to accept the grant funds to be used for the Project as detailed in the Gant Application. This approval anticipates the execution of any and all related documentation which may be necessary to complete the grant application including but not limited to the Grant Application.

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

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

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

Maggie Perry Grant Manager 570-558-8335 mamclane@scrantonpa.gov



August 28, 2017

Atty. Jessica Boyles City of Scranton 340 North Washington Avenue Scranton, Pa 18503

Re: Local Share Account Fund (Gaming Funds) Monroe County

Atty. Boyles,

I am requesting that you send legislation to City Council for a resolution for the City of Scranton to apply for and execute the Pennsylvania <u>Gaming Local Share Account</u> funding through the Pennsylvania Department of Community and Economic Development. The purpose of this funding is to purchase 75 Tasers for the Scranton Police Department Patrol Division; the total cost of this project is \$83,907

Attached is a copy of the grant application and all supplemental items.

If you have any questions or concerns please feel free to contact me at 558-8335.

Thank you,

Maggie Perry Grant Manager

Single Application for Assistance Web Application Id: 8116081

Applicant: City of Scranton Police Department Company: City of Scranton Police Department

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Applicant Informat	ion
Applicant Entity Type:	Government
Applicant Name:	City of Scranton Police Department
NAICS Code	9221
FEIN/SSN Number	XXXXXXXXX
DUNS Number:	060497856
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor#:	XXXXXX
Contact Name:	Maggie Perry
Contact Title:	Grant Manager
Phone:	(570)-558-8335 Ext.
Fax:	
E-mail:	mamclane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA ·
Zip Code:	18503
	the special part of the special content of th

Single.	agA	olica	tion	for	Ass	istance

Web Application Id: 8116081

Applicant: City of Scranton Police Department Company: City of Scranton Police Department

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Single Application for Assistance

Web Application Id: 8116081

Applicant: City of Scranton Police Department Company: City of Scranton Police Department

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Company Informat	ion ————————————————————————————————————
Company Entity Type:	Government
Company Name:	City of Scranton Police Department
NAICS Code	9221
FEIN:	XXXXXXXX
DUNS Number:	060497856
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor #:	xxxxxx
Contact Name:	Maggie Perry
Contact Title:	Grant Manager
Phone:	(570)-558-8335 Ext.
Fax:	
E-mail:	mamclane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503
- TOTAL TOTA	

Single Application fo	r Assistance						
Applicant: City of Scranton Police	•						
Company: City of Scranton Police Program Selected: Local Share Ac		pe County					
- Business Specifics							
Current # of Full-time Employees:							
(In PA):	0						
(World Wide:)	0						
Minority Owned:	N/A						
	Select						
Woman Owned:	N/A						
Total Sales \$:	0						
Total Export Sales \$:	0						
R&D Investment:	0 (% of Budget)						
Employee Training Investment:	g (% of Budget)						
T is a second se							
Enterprise Type Indicate the types of enterprises that of	describe the organization listed above	. You may select more than one type.					
Advanced Technology	Agri-Processor	☐ Agri-Producer					
Authority	☐ Biotechnology / Life Sciences	Business Financial Services					
Call Center	Child Care Center	Commercial					
Community Dev. Provider	Computer & Clerical Operators	Defense Related					
Economic Dev. Provider	Educational Facility	Emergency Responder					
Environment and Conservation	Exempt Facility	Export Manufacturing					
Export Service	Food Processing	☑ Government					
☐ Healthcare	Hospitality	☐ Industrial					
Manufacturing	Mining	Other					
Professional Services	Recycling	Regional & National Headquarters					
Research & Development	Retail	Social Services Provider					
Tourism Promotion	Warehouse & Terminal						
Government,							

Single Application for Ass

Web Application Id: 8116081

Applicant: City of Scranton Police Department Company: City of Scranton Police Department

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Overview

Pro	ject	Na	me:
-----	------	----	-----

Injury Reduction for Officers and Suspects

Is this project related to another previously submitted project?

No

If yes, indicate previous project name:

Have you contacted anyone at DCED about your project?

No

If yes, indicate who:

Single Application for Assistance

Web Application Id: 8116081

Applicant: City of Scranton Police Department Company: City of Scranton Police Department

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Site Locations

Address:						
7,447,533.	100 S. Washington Avenue					
City:	City: Scranton					
State:	PA					
Zip Code:	18503					
County:	Lackawanna					
Municipality:	Scranton City					
PA House:	Kevin Haggerty (112), Marty Flynn (113)					
PA Senate:	John P. Blake (22)					
US House:	Matthew Cartwright (17)					
Current Employees:	400					
Jobs To Be Created:	0					
Jobs that Pay:	\$31,612.00					
	Created 0 Retained 0					
	Jobs that Pay is Part Of Governor Wolf's initiative to improve Pennsylvania's overall job climate and job growth through partnering with the private sector to encourage the creation and retention of jobs that pay at least 80% of the annual average wage in the county where the jobs are located. (See current county listings). Job creation and retention will help ensure that businesses and communities provide employment opportunities for all of the state's residents, improve the local tax base, and achieve prosperity and a higher quality of life for families and communities. NOTE: Jobs that Pay required data by the Department is for reporting purposes only and will NOT be used as a criteria for awarding loans, loan guarantees, grants or tax credits.					
Designated Areas:	Act 47 Distressed Community					

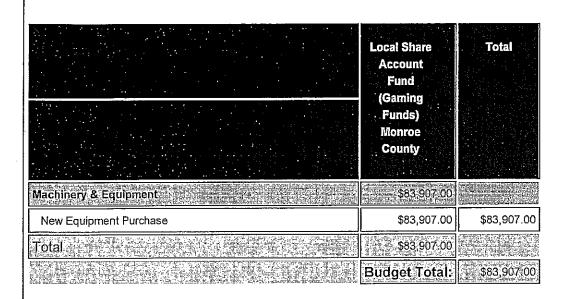
Single Application for Assistance

Web Application Id: 8116081

Applicant: City of Scranton Police Department Company: City of Scranton Police Department

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Budget



Basis of Cost

Provide the basis for calculating the costs that are identified in the Project Budget.

Bids/Quotations

Budget Narrative

The narrative must specifically address each of the cost items identified in the Project Budget section. If an amount is placed in any of the OTHER categories, you must specify what the money will be used for. **NOTE:** Some programs have specific guidelines regarding the narrative necessary to qualify for that particular resource. Please read the Program Guidelines for details.

The cost is based on a quote provided by Axon Enterprise Inc. The quote includes:

- (11003) Handle-Yellow CLASS III, X26P \$ 964.05
- (11010) XPPM, BATTERY PACK X26 \$ 68.02
- (11501) HOLSTER, BLACKHAWK, X26P- \$ 57.04
- (44203) CARTRIDGE- 25' HYBRID- \$ 29.65

Cost per taser: \$ 1,118.76

Total project cost for 75 tasers- \$83,907

Single Application for Assistance

Web Application Id: 8116081

Applicant: City of Scranton Police Department Company: City of Scranton Police Department

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Project Narrative

What do you plan to accomplish with this project?

Identify the problem(s) that need to be resolved.

Studies suggest that less-lethal weapons- such as police Tasers- decrease rates of officer and suspect injuries by 65%. The Scranton Police Department has utilized Tasers in the patrol division for several years; however, the current tasers being used will expire within the next year. The City of Scranton is faced with financial burden of replacing this equipment which it is struggling to do. The City's inability to purchase Tasers for the entire department at one time can leave officers and suspects vulnerable to injury.

In addition, not providing a less-lethal option may result in the community losing confidence that law enforcement is taking every measure necessary to de-escalate dangerous situations while preserving life.

The Scranton Police Department is applying for funding to purchase 75 Tasers to be used by patrol officers. This equipment will offer the promise of more effective control over resistive suspects with fewer serious injuries.

How do you plan to accomplish it?

Include expected outcomes that are measurable, obtainable, clear and understandable, and valid. Examples of measurable outcomes include jobs created or retained, people trained, land or building acquired, housing units renovated or built, etc.

Tasers will be purchased and provided to patrol officers in the Scranton Police Department. These officers will continue to be trained and certified in the use of Tasers.

How do you plan to use the funds?

Should include specific use of funds and reflect the budget provided with the application.

The funds will be used to purchase 75 Tasers through Axon Enterprise. Cost per Taser (including holster, battery and cartridge) is - \$1,118.76

Projected Schedule and Key Milestones and Dates

A detailed schedule of activities, including key milestones and dates, must accompany this application if applicable to the project.

Once the funding is approved the tasers will be purchased immediately.

Web Application Id: 8116081

Applicant: City of Scranton Police Department Company: City of Scranton Police Department

Program Selected: Local Share Account Fund (Gaming Funds) Monroe County

Program Addenda

In addition to the Single Application, the Applicant shall submit the following list of Items. All items marked with a red diamond are required to be uploaded to the application. The items that are not required should be uploaded if they are applicable to the project.

1. Provide a description of the project which discusses all of the following: (a) a detailed project description to include specific project activities and expected results; (b) the specific location of the project site; (c) whether the proposed project is consistent with an existing regional, county, or local comprehensive plan; (d) whether the proposed project has been identified as a priority investment in a local or regional economic development plan or strategy; (e) the anticipated employment, investment, and/or community impact of the project; (f) if a difference exists, the historical and proposed use of the project site; and (g) if applicable, the experience of the developer to include a discussion of previously completed projects.

Uploaded Documents

- 1. Description of Project.docx View
- 2. A projected schedule and detailed timeline for the project;

Uploaded Documents

- 2, Schedule and Timeline.docx View
- 3. A budget accompanied by a description of the basis of costs for the project and sources of funding;

Uploaded Documents

- Budget.docx View
- 4. Copies of signed bids/quotations, contractor estimates, sales agreements, or engineer estimates verifying project costs. Bids should be current and dated;

Uploaded Documents

- 4. Taser quotes.pdf View Taser quotes.pdf View
- 5. Evidence of conformity of the project with local and regional comprehensive plans and zoning (in the form of a letter from the applicable planning/zoning office), if applicable;

Uploaded Documents

5. Evidence of Conformity.docx View

Applicant: City of Scranton Police Department Company: City of Scranton Police Department Program Selected: Local Share Account Fund (Gaming Funds) Monroe County Program Addenda 6. A letter of support for the project from the affected community; Uploaded Documents 7. Provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount; Uploaded Documents 8. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Conce submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and	Single Application for Assistance
Company: City of Scranton Police Department Program Selected: Local Share Account Fund (Gaming Funds) Monroe County Program Addenda 6. A lotter of support for the project from the affected community: Uploaded Documents 7. Provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount; Uploaded Documents 8. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financiale. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and end via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	Web Application Id: 8116081 Applicant: City of Scranton Police Department
Program Addenda 6. A letter of support for the project from the affected community; Uploaded Documents 7. Provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount; Uploaded Documents 8. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and tend via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	Company: City of Scranton Police Department
6. A lotter of support for the project from the affected community; Uploaded Documents 7. Provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount; Uploaded Documents 8. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Dence submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and lend via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
Uploaded Documents 7. Provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount; Uploaded Documents 8. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and lend via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	Program Addenda
Uploaded Documents 7. Provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount; Uploaded Documents 8. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and lend via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
Uploaded Documents 7. Provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount; Uploaded Documents 8. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and lend via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
7. Provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount; Uploaded Documents 3. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	6. A letter of support for the project from the affected community;
Uploaded Documents 3. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	Uploaded Documents
Uploaded Documents 3. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
Uploaded Documents 3. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
Uploaded Documents 3. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
B. Copies of funding commitment letters from all other project funding sources, if applicable; and Uploaded Documents 8. Other Funding Sources.docx View D. Copy of the Applicant's and/or project user's latest financials. Doce submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and tend via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	Uploaded Documents
Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and tend via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
Uploaded Documents 8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and tend via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	8. Copies of funding commitment letters from all other project funding sources, if applicable; and
8. Other Funding Sources.docx View 9. Copy of the Applicant's and/or project user's latest financials. Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
Discopy of the Applicant's and/or project user's latest financials. Discopy of the Applicant's and/or project user's latest financials. Discopy of the Applicant's and/or project user's latest financials. Discopy of the Applicant's and/or project user's latest financials. Discopy of the Applicant's and/or project user's latest financials. Discopy of the Applicant's and/or project user's latest financials. Discopy of the Applicant's and/or project user's latest financials. Discopy of the Applicant's and/or project user's latest financials. Discopy of the Applicant's and/or project user's latest financials. Discopy of the Applicant's and/or project user's latest financials.	
Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	8. Other Funding Sources.docx View
Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and send via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	
uend via US Mail. Please reference the Application ID number on all mailed documents. Uploaded Documents	9. Copy of the Applicant's and/or project user's latest financials.
Uploaded Documents	Once submitted, please print one (1) copy of the completed application, to include all required and additional applicable supplemental information, and
	send via US Mail. Please reference the Application ID number on all mailed documents.
9. 2015 Audit Report.pdf View	Uploaded Documents
	9. 2015 Audit Report.pdf View

Pennsylvania Department of Community and Economic Development Local Share Account (Gaming Funds) Monroe County

Scranton Police Department – Injury Reduction for Officers and Suspects Application # 8116081

Program Addenda-Description of Project:

A group of researchers recently completed a National Institute of Justice funded study finding that 15-20% of arrests involve use of force; of these arrests injury rates ranged from 17-64% for suspects and officers. This same study discovered that the use of conducted energy devices (CEDs) also known as Tasers, decreased the likelihood of injury during a use of force arrest by 70%. The same study also found that 99.7 percent of people who are on the receiving end of Taser deployments suffered minor or no injuries, making a TASER one of the most statistically safe tools an officer employs.

It is evident that the ability of an officer to have access to a Taser not only protects the officer from injury but also the suspect; in addition less-lethal weapons used by law enforcement, such as Tasers, can foster trust with the community. In the wake of recent high-profile police shootings, it is extremely important that law enforcement take the steps necessary to build and maintain community trust.

The Scranton Police Department currently provides Tasers to all patrol officers; however the expiration date for this equipment is quickly approaching. The City of Scranton has been an Act 47 distressed City since 1992; due to budget restrictions caused by financial distress it is often difficult for the Scranton Police Department to procure innovative equipment and

¹ Smith, M.R., R.J. Kaminski, G.P. Alpert, L. Fridell, J. MacDonald, and B. Kubu, <u>A Multi-Method Evaluation of Police Use of Force Outcomes</u>, Final report submitted to the National Institute of Justice, Washington, DC; National Institute of Justice, July 2010 (NCJ 231176)

technologies without assistance from grant funding. If the Scranton Police Department does not receive grant funding to assist with the purchase, the City will have to purchase the Tasers in a phased approach. The inability to outfit the entire patrol division with Tasers at the same time will leave some officers and suspects vulnerable to injury.

The City of Scranton has recently purchased 20 Tasers; however an additional 75 are needed. The Scranton Police Department is requesting \$83,925 in grant funding to purchase Tasers to be used by 75 patrol officers for the next five years.

The expected outcomes of this program are to provide a safer method of law enforcement for both officers and suspects by supplying equipment that has proven to lower the risk of injury and to maintain the community's confidence that SPD is committed to de-escalating dangerous situations while preserving life.

Pennsylvania Department of Community and Economic Development Local Share Account (Gaming Funds) Monroe County

Scranton Police Department – Injury Reduction for Officers and Suspects Application # 8116081

Program Addenda-Projected Schedule and Timeline for project:

Once the funds are awarded the Scranton Police Department will purchase the Tasers. Depending on the time frame for process of payment and shipping/handling the Taser should be provided to the officers within six weeks of purchase.

The life span of the Tasers is five years.

Pennsylvania Department of Community and Economic Development Local Share Account (Gaming Funds) Monroe County

Scranton Police Department – Injury Reduction for Officers and Suspects Application # 8116081

Program Addenda-Budget

The Scranton Police Department is requesting \$83,907 in funding to purchase 75 Tasers to be used by the Scranton Police Department patrol division.

The cost of this purchase is based on a quote provided by AXON ENTERPRISE INC. and includes the following:

===ltem#===	-=:Quantity:::	Description	Unit Price	Total
11003	75	Handle-Yellow-Class III	964.05	72,304
		X26P		
11010	75	XPPM Battery Pack X26P	68.02	5,101
11501	75	Holster, Blackhawk X26P	57.04	4,278
44203	75	Cartridge- 25' Hybrid	29.65	2,224
Project				\$ 83,907
Total:				

Waiting for Invair

CITY OF SCRANTON
340 NORTH WASHINGTON AVENUE
SCRANTON, PENNSYLVANIA 18503.
PHONE: 570-348-4118
FAX: 570-348-4225
FEDERAL ID#: 24-6000-704

PURCHASE ORDER NO. 17001020

PAGE NO. 1

*PURCHASE ORDERS SHALL NOT BE VALID UNLESS APPROVED AND SIGNED BY CITY CONTROLLER.

V 102909
E. AXON ENTERPRISE INC
N 17800 N 85TH ST
D SCOTTSDALE AZ 85255
R

POLICE DEPARTMENT
CITY OF SCRANTON
P 100 S. WASHINGTON AVE
SCRANTON, PA 18503
O ATTN: SGT. CELUCK

OR	DER DATE: 07/2	24/17	BUYER: MARA	PUGLIESE	RE	D. NO: 17001035	REQ. DATE:
TE	RMS: NET 30	DAYS	F,O,B.;		DES		L RACT # 44000132
[JEW		ΠΌΜ		DESCRIPTION		UNIT PRICE	EXTENSION
0.1	17.00		ltem# 1, = (Class Itt.	11003). 17 HANI X262 AT 964: 05	JLE YELLOW	964.0500	16,388.85
:05	23.00		TEM # 2 = 23 @	X26P AT 964.05 (11010) - XPPM,	Baytery Pack	68:0290	1,564.46
03	14,00	j	TEM#:3;-;(11501);- HOLSTER - 14 @ 57.04	C, BLACKHAWK	57 0400	798.56
04	3:00	i I	TEM# 4 4	11504) - 3 HOLST LEFT, X26P @ 57	ER	57.0490.	171:12
05	1.00	1	TEM# 5 - (22013) - 1 KIT	DATAPORT	176.4900	176.49
0.6	30.00	L	TEM# 6 — . (-	SB, X2/X26P = @ 44203) - CARTRID	176.49 GB: 4 25	29.3000	879, 00
07	1.00	5 3	YBRID' - 30 Hipping 8.1	@ 29-30 HANDLING		131.5100	
						20.00	
			A CONTRACTOR OF THE CONTRACTOR				
				TO DO			
TEM#	·	YC'CO'NYT		ŢŔŢŌŅĶ	PROJECT CODE	PAGE TOTAL \$ TOTAL \$	20,109,99
	0101100071		4550	16,388.85		TOTAL S	20,103,33
	0101100071		4550	1,564.46		(C) Day	ncmilla
	0101100071		4550	798.56		Finance	8 Manager
	0101100071		4550	171.12		1	d Monishist
	0101100071		4550	176,49		1 Niller V	500
	0101100071 0101100071		4550	879.00		1 <u>-11111 1</u>	YLCCA
U. 7	ATOTTÔÑO 4Ţ		4550	131,51		- Curcha	sing Clerk
						Kaseani City	Novembrino.

Waiting for Award

PURCHASE ORDER NO. 17001021

CITY OF SCRANTON

340 NORTH WASHINGTON AVENUE SCRANTON, PENNSYLVANIA 18503 PHONE: 570-348-4118 FAX: 570-348-4225 FEDERAL ID#: 24-6000-704

PAGE NO. 1

*PURCHASE ORDERS SHALL NOT BE VALID UNLESS APPROVED AND SIGNED BY CITY CONTROLLER.

V 102909 E AXON ENTERPRISE INC N 17800 N 85TH ST D SCOTTSDALE AZ 85255 R S POLICE DEPARTMENT
CITY OF SCRANTON
P 100 S. WASHINGTON AVE
SCRANTON, PA 18503
O ATTN: SGT. CELUCK

ORDER DATE: 07/24/17 BUYER: MARA PUGLIESE REQ. NO:: 17001036 REQ. DATE: TERMS: NET 30 DAYS F.O.B.; DESC: STATE CONTRACT # 44000132 ITEM# QUANTITY DESCRIPTION UNIT PRICE EXTENSION TTEM# 1 × (11003) HANDLE YELLOW, CTASS
LIT X26P × 10 @ 975 62
LTHM # 2 (11010) = 10 XPPM HATTERY
PACK X26P = @ 68:84
LTEM# 3 - (1:501) = 10 HOLSTER,
BLACKHAWK, RIGHT; X26P = @ 57.72 9,7,56,20 10.00 02 10.00 68.8400 0.3 .57:7200 TTBM# 4 - (44203) - 20 CARTRIDGE - 25'; HYBRID, - @ 29.65 04 29:6500 11,614.80 PAGE TOTAL \$ TEM# ACCOUNT AMOUNT PROJECT CODE 11,614,80 TOTAL 01 0101100071 4380 9,756,20 02 0101100071 43:80 688.40 4380 .577.20 03 0101100071 04 0101100071 4380 593.00

vinbrin



DEPARTMENT OF LAW

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

September 7, 2017

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED
SEP 7 2017

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF \$83,907.00 FOR THE PURCHASE OF SEVENTY-FIVE (75) TASERS FOR THE SCRANTON POLICE DEPARTMENT PATROL DIVISION.

Respectfully,

essica L. Eskra, Esquire

City Solicitor

JLE/sl

RESOLUTION NO.

2017

ACCEPTING A ONE THOUSAND (\$1,000.00) DOLLAR DONATION FROM MR. AND MRS. JAMES STEWART PRESENTED TO THE CITY OF SCRANTON POLICE DEPARTMENT FOR THE K-9 UNIT.

WHEREAS, Mr. and Mrs. James Stewart presented a donation of \$1,000.00 to the City of Scranton Police Department to be used to purchase a bullet proof vest for the K-9 Unit. This donation will be deposited into Special City Account No. 02.229539 entitled "Scranton Police K-9 Unit"; and

WHEREAS, it is in the best interest of the City to accept this donation to benefit the Scranton Police K-9 Unit.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the donation of \$1,000.00 from Mr. and Mrs. James Stewart is hereby accepted to be deposited into Special City Account No. 02.229539 entitled "Scranton K-9 Unit" for the purchase of a bullet proof vest for the K-9 Unit.

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

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

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

Scranton Police Department

Superintendent of Police Chief Carl R. Graziano

Scranton Police Headquarters 100 South Washington Avenue Scranton, Pennsylvania 18503 Tel: (570) 558-8300 Email: cgraziano@scrantonpa.gov



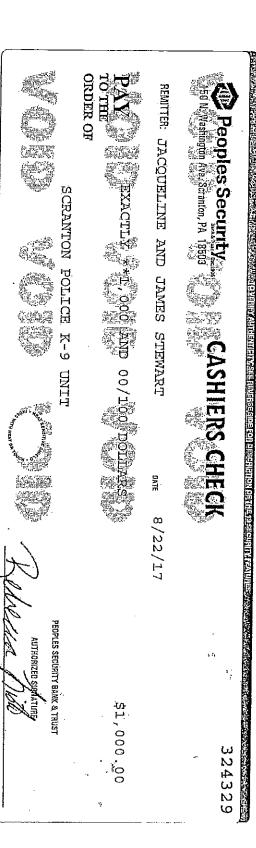
SCRANTON

August 28, 2017

Attorney Jessica Eskra Solicitor City of Scranton

Attorney Eskra,

Please find the attached copy of a \$1000.00 check for a donation to the Scranton Police K9 Unit from Mr. & Mrs. James Stewart. Can you please draft legislation to formally accept this donation? Please contact me with any questions or concerns on this matter. Thank You.





DEPARTMENT OF LAW

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

August 29, 2017

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

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS RESOLUTION ACCEPTING A ONE THOUSAND (\$1,000.00) DOLLAR DONATION FROM MR. AND MRS. JAMES STEWART PRESENTED TO THE CITY OF SCRANTON POLICE DEPARTMENT FOR THE K-9 UNIT.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

JLS/sl

R	ESOL	UT).	ON	NO.	

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF ONE MILLION (\$1,000,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT; AND COORDINATE THE USE OF THE GRANT FUNDS WITH "SCRANTON-CHERRY, LP, FOR THE PROJECT TO BE NAMED THE "SCRANTON COUNSELING CENTER".

WHEREAS, the City of Scranton, in coordination with "Scranton-Cherry, LP", or their designee, 2030 Tilghman Street, Suite #203, Allentown, Pennsylvania 18104 is desirous of obtaining funds from the Commonwealth of Pennsylvania's Office of the Budget in the amount of \$1,000,000.00 for prevention and elimination of blight through the Redevelopment Assistance Capital Program (RACP); and

WHEREAS, a blighting influence exists due to the deteriorating condition of 329 Cherry Street, Scranton, Pennsylvania, which is the proposed future relocation of the Scranton Counseling Center (the "Project"); and

WHEREAS, the City will partner with "Scranton-Cherry, LP", or their designee, as the applicant for the grant funds from Commonwealth of Pennsylvania's Office of the Budget and disburse the funds to the City to fund the Project; and

WHEREAS, the City will reimburse the Commonwealth of Pennsylvania's Office of the Budget for any expenditures found by the Commonwealth of Pennsylvania's Office of the Budget to be ineligible; and

WHEREAS, the details of the Project costs and breakdown are detailed in the grant application a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to apply for, execute and submit a grant application to the Pennsylvania Office of the Budget for the Redevelopment Assistance Capital Program (RACP); substantially in the form attached hereto, and if successful, to accept the grant funds to be used for the Project as detailed in the grant

application. This approval anticipates the execution of any and all related documentation which may be necessary to complete the grant application, including but not limited to the grant application.

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

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

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



July 26, 2017

Atty. Jessica Boyle 340 North Washington Avenue City Hall Scranton, PA 18503

Re:

Redevelopment Assistance Capital Program (RACP)

Scranton Counseling Center Project Scranton, Pennsylvania 18505 Resolution - \$1,000,000.00

Dear Atty. Boyle:

The City was approved for a \$1,000,000 grant through the PA Office of the Budget through the Redevelopment Assistance Capital Program (RACP) for the development of the above mentioned project. A copy of the application is attached.

OECD is requesting to review the attached Resolution for the development of the former Button Company located at 329 Cherry Street, Scranton, PA 18505. This will be the new home for the Scranton Counseling Center.

If you have any questions, please contact me at laebli@scrantonpa.gov.

Sincerely,

Linda B. Aebli

Executive Director

Lenaa B. aelili)

Lba/ Attachments



RANDY ALBRIGHT SECRETARY GOVERNOR'S OFFICE OF THE BUDGET En 11/28/14 JES

November 22, 2016

The Honorable William L. Courtright City of Scranton 340 North Washington Avenue Scranton, PA 18503

Dear Mayor Courtright:

Governor Wolf has authorized the release of \$1,000,000 in Redevelopment Assistance Capital Program (RACP) funding for the Scranton Counseling Center project in Lackawanna County. This project is eligible to receive funding via legislative authorization in the Capital Budget Project Itemization Act of 2013-085. Please note that RACP monies will not be paid out until (a) a RACP grant agreement has been fully executed between you and the Commonwealth, and (b) you have complied with all RACP program and grant agreement requirements as set out in the grant agreement and in the program guidelines.

This correspondence shall serve as written notification authorizing the preparation and submission to the Office of the Budget of a formal and complete Redevelopment Assistance application for the aforementioned project. The Application Materials Handbook contains the necessary forms and instructions for the preparation of the application. The RACP application <u>must</u> be submitted in electronic format (PDF) via upload to an RACP FTP site. Hard copies or electronic copies on a CD or Flash Drive are no longer required. Access instructions to the FTP site, along with a unique Username and Password, will be emailed to you within approximately one week of receiving this letter. The RACP Application Handbook, available on our website (http://www.racp.pa.gov), contains the necessary instructions for the preparation of an application and provides the information you will need to upload it to our FTP site. Please note that Special Conditions are also now required to be submitted electronically as a PDF file via upload to the RACP FTP site. Special Conditions are outstanding documentation that is required to be submitted prior to an entity being eligible to receive grant funds. They are found in Appendix B of a typical RACP Grant Agreement.

As you are aware, RACP funding is intended to provide much needed economic stimulus to the Pennsylvania economy and it is intended to assist in the immediate creation of quality, family-sustaining jobs for Pennsylvanians. In completing the application for the RACP grant,

please include sufficient information and documentation indicating this project's estimated economic impact and the potential for job creation. This information is to be included in Tab 3 of the application and this information should be consistent with that which was supplied as part of your business plan submission. To be eligible for this award in accordance with RACP statutes, you must notify the Office of the Budget if you accept the grant within 30 days of receiving notification of approval via an official correspondence.

As one of the selected recipients of the limited amount of RACP funding available, your organization now has the significant responsibility of ensuring that these funds are utilized for economic development in a timely manner. Therefore, it will be the policy of this Administration to require that all recipients of RACP funding MUST submit their application within 6 months of the date of this letter. Failure to submit the required RACP application within this timeframe may lead to the termination of any commitment of funding contained herein. It is important to note, however, that according to existing law, applicants must be able to demonstrate that at least 50% of the required non-state funds necessary to complete the project are secured at the time of the application. Failure to document the 50% non-state funds will preclude the Office of the Budget from accepting the application and drafting a grant agreement. It is also important to stress that Tab 18 of the application, a Resolution from the eligible applicant authorizing the submission of the application for Redevelopment Assistance Capital Grant funding, should be provided as part of the initial application.

Additionally, once the grant agreement is fully executed for the RACP funding, your organization will then have a maximum of six months to meet the terms and conditions of the grant agreement and begin construction of the aforementioned project. Failure to begin construction of the project within six months of the final execution of the grant agreement may lead to the termination of the funding commitment.

Whereas this project has now been authorized to receive RACP funding, you should know that the grant agreement you will execute requires compliance with bidding and the payment of prevailing wage rates as a condition of the contract among others requirements. Questions about prevailing wage rates and how they may affect your project's construction contracts should be directed to the Bureau of Labor Law Compliance, Department of Labor and Industry at 717-787-4671. Failure to comply with these requirements may result in the loss of this funding and return of any funds already provided to your project by the Commonwealth.

Your assistance in this matter is greatly appreciated and the Commonwealth of Pennsylvania looks forward to working with you for the successful completion of this project. A copy of the Application Materials Handbook and additional information is available via the Office of the Budget's RACP website: http://www.racp.pa.gov.

Sincerely,

Randy C. Albright Secretary of the Budget

Janos C Allinics

cc: Mary Isenhour (Chief of Staff)

Yeseñia Bane (Governor's Office)

Anne Baloga (Office of the Budget)

Elias Joseph (Office of the Budget)

William Harbeson (Office of the Budget)

House Appropriations Committee Chairman (R)

House Appropriations Committee Chairman (D)

Senate Appropriations Committee Chairman (R)

Senate Appropriations Committee Chairman (D)

Speaker of the House of Representatives

Majority Leader, House of Representatives

Minority Leader, House of Representative

President Pro Tempore of the Senate

Majority Leader, Senate

Minority Leader, Senate

Sub-grantee:

Mr. Charles C Jefferson, Owner



COMMONWEALTH OF PENNSYLVANIA GOVERNOR'S OFFICE OFFICE OF THE BUDGET 18th Floor, Harristown 2, 333 Market Street Harrisburg, PA 17101-2210

July 10, 2017

William Courtright, Mayor City of Scranton 340 North Washington Avenue Scranton, PA 18503

RE:

REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM

CONSULTANT ENGAGEMENT FOR RACP GRANT

Grantee:

City of Scranton

Sub-Grantee:

Scranton-Cherry, LP

Project:

Scranton Counseling Center

County:

Lackawanna

Dear Honorable Courtright:

We have received your grant application for the subject project, which is to be funded under the Redevelopment Assistance Capital Program (RACP). The Commonwealth's staff has performed an initial review of the business plan and application. Our review will continue with the assistance of a Consultant to perform an in-depth and on-site review of plans for the project's financing, design, and construction. The purpose of our entire review is to determine if the project will conform to the requirements of the Redevelopment Assistance Capital Program.

The Consultant will assist the Commonwealth in the review process. At all times, the Commonwealth retains final review and approval authority. The Consultant's review will include interviews with appropriate personnel from your project team, review of technical and financial materials, supporting documentation, inspection of the project location, requests for additional information, and other necessary review procedures. At the conclusion of each visit, the Consultant will conduct a briefing to provide you with written review results. During the review process, you should resolve the findings that may affect the project. The Consultant will discuss the results with the Commonwealth and will submit a report detailing the project status, the findings, and the recommendations. Every effort will be made to minimize any inconvenience to you. However, a reasonable amount of document duplication associated with our review may become necessary.

Your application and grant will continue to be processed in the Office of the Budget under the direction of the RACP Program Director. If you have any questions or concerns regarding the Consultant's review results, you may contact:

Elias Joseph, Senior Assistant Director Redevelopment Assistance Capital Program Office of the Budget Bureau of Revenue, Capital and Debt 18th Floor Harristown 2, 333 Market Street Harrisburg, Pennsylvania 17101-2210

Email:

ejoseph@pa.gov

Phone:

717-783-3086

Fax:

717-787-1743

The Consultant selected to assist the Commonwealth with the review of your project is:

Stantec Consulting Services, Inc. 1500 Spring Garden, Suite 1100 Philadelphia, Pennsylvania 19130

The Consultant's representative will initially contact you to obtain information concerning the project and to schedule the review of your application. Subsequent to the review, the Consultant will make its recommendations via a report based on documents submitted by your organization to satisfy the requirements of the RACP program. A grant agreement shall be duly drafted based on our program requirements, information contained in the application review report and your submitted grant application.

Please, be advised that the receipt of the grant agreement for execution by RACP recipients is impacted by the sheer number of applications that the Office of the Budget receives on a continued basis. Please, be further advised that the Office of the Budget retains the power to affirm or deny the sufficiency of documents to meet the terms of the grant agreement and the compliance requirements relative to the RACP program. If there is a divergence of opinions among the interested parties, the interpretation of the Office of the Budget shall prevail.

Upon the completion of the application review report and commencement of construction activities for the project, the Consultant will resume monitoring to determine if the project is conforming to the requirements of authorizing legislation and the Grant Agreement with the Commonwealth. Subsequent to the monitoring site visit(s), the Consultant will make its recommendations via a report based on documents submitted by your organization to satisfy the requirements of the RACP program. The Consultant will forward a copy of that report to you.

You are being reminded that the grant agreement and the RACP-related legislative Acts provide stipulations that must be followed. Essentially, a contract fulfilled under a RACP-defined scope must be in compliance with our requirements. Any compliance failure will negatively impact the grant process. For example, costs associated with noncompliant contracts will not be reimbursed or be permitted to leverage our grant money. Four of the most prominent compliance items are:

- Prevailing Wage Determination
- Bidding Requirements
- Trade Practices Act and Steel Products Procurement Act
- Contractors Bond Law

In June 2012, the RACP program went through a transformative re-design process that created transparent procedures to implement a merit-based evaluation for the selection of projects. As a result, the revised grant application, which supersedes the now-defunct seventeen tab application, includes a total of twenty-two tabs that must be addressed. For your convenience, more data regarding the RACP redesign can be found on the Office of the Budget Web site via the following link: http://www.budget.state.pa.us. It includes a RACP program overview, Key Compliance Guidelines, Application (22-Tab) and Reimbursement handbooks, our Frequently Asked Questions section, links to various forms (i.e. RDA-300, RDA-301, PR1, PR1A-B, etc), and other pertinent information.

If you have any questions or comments regarding this letter, please contact Elias Joseph at ejoseph@pa.gov.

Sincerely,

Kathy Kyle, CPA

RACP Consultant Liaison

Bureau of Revenue, Capital and Debt

RACP Administration

cc: Linda B. Aebli, Executive Director, City of Scranton/Office of Econ and Community Dev. Charles C. Jefferson, Owner, Scranton-Cherry, LP

TAB 1: Project Eligibility Requirements

Itemization Requirements:

The proposed project for the Scranton Counseling Center in the City of Scranton is included in the Capital Budget Project Itemization Act as follows:

<i>COUNTY</i> Lackawanna	MUNICIPALITY City of Scranton	ACT NO. 2013- 085	AUTHORIZATION DATE 11/1/2013	ACT DESCRIPTION Acquisition, construction, infrastructure and other related costs for Neighborhood	ACT AMOUNT \$4,000,000	RELEASE AMOUNT	REMAINING AMOUNT \$4,000,000	RELEASE DATE
			(Neighborhood Commercial District revitalization project			1,00	

Constructions Status:

The construction start date for the Scranton Counseling Center is July 2017.

The project is scheduled to be completed August 2018.

Project Labor Agreement is not required.

Housing Statement:

This RACP Project does not include a housing component.

TAB 2: PROJECT DESCRIPTION

Project Name:

Scranton Counseling Center

Address:

329 Cherry Street

Scranton, PA 18503

Municipality:

City of Scranton

County:

Lackawanna

State

Representative:

Hon. Marty Flynn

409 North Main Street, Scranton, PA 18504

113th District

State Senator:

Hon. John P. Blake

409 Lackawanna Avenue, Suite #210, Scranton, PA 18503

22th District

OVERALL:

Scranton Counseling Center (SCC) is Lackawanna County's largest integrated community behavioral health provider serving children, adolescents, adults and the elderly throughout the Greater Scranton area. SCC has been serving the community since 1947 and in its present location for nearly 30 years.

The project is the construction of a new facility with onsite parking and ample space to accommodate the Center's growing program needs. The new home will be located at 329 Cherry Street in the City of Scranton, County of Lackawanna, and will replace SCC's existing outdated and dysfunctional series of buildings. These buildings on Scranton's 300 block of Adams Avenue are a series of converted early 20th century stores with inefficient floor plans, a lack of natural light and poor handicap access. SCC has outgrown this location.

The new facility is a 3-story adaptive reuse of an historic warehouse a few blocks from SCC's current location. The Center's program needs will be fully integrated into the new facility with some space for future growth. The major improvements benefiting the employees and those residents the Center serves will be easier facility access, complete handicap access, onsite parking for employees and those served, onsite passenger loading and unloading, off-street passenger bus drop-off/pickup, light-filled spaces from windows on all sides and the dignity that comes with a facility designed to meet their needs.

The relocation of SCC will revitalize a major building on the 300 block of Cherry Street and provide the opportunity for redevelopment of the entire 300 block of Adams Avenue as a follow-on project. This is a key aspect that differentiates this project from others. This project

will have a transformative effect on two neighborhoods within the city of Scranton. The followon project of the 300 block of Adams Avenue renovation will bring new retail to now shuttered storefronts, reduce the traffic congestion on a major downtown arterial and continue the overall revitalization in the downtown.

The mission statement of SCC is "to promote wellness and recovery by providing an environment which is considerate of and sensitive to the unique personal and cultural attributes of those we serve, and which empowers them to make choices about their lives, pursue their personal goals and maximize their quality of life while respecting their individual dignity and confidentiality". A critical part of being able to carry out the mission of the Center is to do it in an environment that is both conducive to the program and mindful of the dignity of their clients. This project accomplishes both as well as revitalizing a much needed area and paving the way for further redevelopment in the process.

PROPOSED RACP SCOPE:

The Proposed RACP Scope will be limited to the acquisition and rehabilitation of 329 Cherry Street including but not limited to construction of the improvements and related site work required for occupancy of the property.

TAB 3. ECONOMIC IMPACT

					Estimated within l-year after project
					completion
Α.	NE	W Jol	DS:		
3	1.		V permanent direct jobs from positions being created g filled.	, or vacant ones	10 (10 (10 (10 (10 (10 (10 (10 (10 (10 (
	,	a.	Full-time jobs		10
		ъ.	Part-time jobs - For scoring purposes, 2.5 part-time Full Time Equivalent (FTE). The Office of the Bud FTEs.	jobs are considered a get will calculate	0
	2.	STA	V permanent direct jobs TRANSFERRED TO PA FR TE. "NEW" for this entry's purpose only includes ex- tions that will be transferred into PA from out of state	visting, filled	
		a.	Full-time jobs		0
		b.	jobs are considered Es.	0	
В.	purț reta	oose i	ED permanent direct (non-construction) jobs. "RETA neludes existing jobs, currently located elsewhere in at a current employment site that will be lost without et.	PA or existing jobs	
	1.		-time jobs		251
	2. Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered an FTE. The Office of the Budget will calculate FTEs.				60
C.	seco	ondar	of permanent INDIRECT jobs created by support/sup y industries attracted by the project. Must supply mu oject.	plier industries and Itiplier basis used	
D.	Nun	nber	of non-permanent direct (CONSTRUCTION) jobs on	eated by the project.	104
E.	Med	dian a	nnual wage for NEW permanent direct full-time jobs	i.	\$36,807
F.	Prov	vide t	he per capita income for the project's county per the	1. S. Copsus Baryati	\$25,608
G.	Tota	al stat	e tax generation (payroll, sales, corporate, etc.).	\$320,000 Prior to project	\$320,000

I certify that the representations made in the above schedule and corresponding attachments and supplementary information are to the best of my knowledge complete and accurate.

Signature

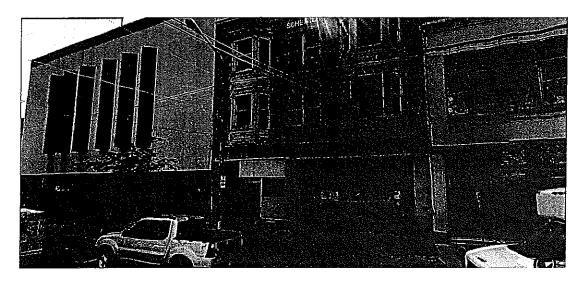
Title

Date

TAB 4: COMMUNITY IMPACT

A. Narrative of Area

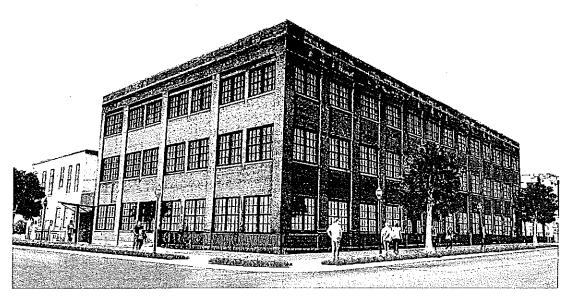
The Scranton Counseling Center (SCC) is currently located in two separate buildings in the 300 block of Adams Ave in Downtown Scranton (See photo below). As shown, the Center is housed in the building on the left and right of a vacant, unsightly property.



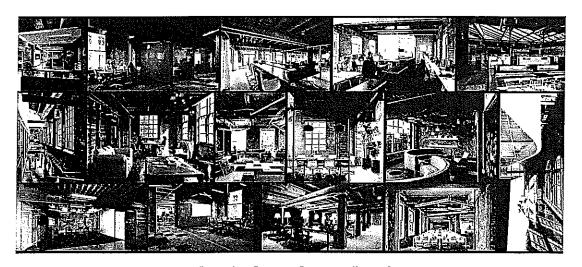
The project will provide a new facility for SCC in 300 block of Cherry Street in a to-be-converted historic building. (Photo of the existing property is shown below.)



The project will take the vacant dilapidated building shown on the previous page and totally renovate the interior and exterior of the building and includes overall site improvements. Proposed exterior/interior renderings of the new building are shown below.



329 Cherry Street after rehabilitation



Interior Image Concept Board

Relocation of SCC to 329 Cherry Street will also pave the way for further revitalization of the 300 block of Adams Avenue. The project property on Cherry Street is not

designated as blighted as the time of this application; however, we are seeking this designation.

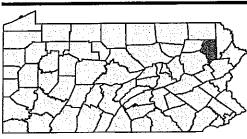
B. Economic Health of the County

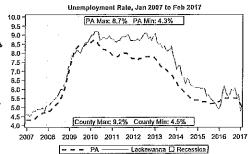
1. Does the county have unemployment higher than the state average? YES – the Lackawanna County's unemployment rate is currently 5.1%, which is .1% above the state average of 5.0%.

Pennsylvania Unemployment Rate: Lackawanna County compared to State

Lackawanna County Profile

April 2017





to the second of the second	2015 Population	
Demographic	(Gobiniy	PA
Total Population	213,459	12,779,559
Female	110,401	6,534,215
Male	103,058	8,245,344
	Population by Race	i di maji a
White	92.7%	81.6%
Black	3.1%	11.0%
Other	4.2%	7.4%
Hispanic Origin (all races)	5.9%	6.4%
	Population by Age	

Local Area U		
Feb 2017	. Govilly	PA
Unemployment Rate	5.1%	5.0%
Labor Force	105,500	6,434,900
Employed	100,100	6,114,000
Unemployed	5,400	321,000

Unemployment Compensation Exhaustees

Care	-1.2.7.5		
Hispanic Origin (all races)	5.9%	6.49	
	Population by Age		
Ages 0 to 17	20.1%	21.39	
Ages 18 to 24	9.7%	9.79	
Ages 25 to 34	12.1%	12.69	
Ages 35 to 44	11.6%	1209	
Ages 45 to 54	14.1%	14.49	
Ages 55 to 64	13.9%	13,69	
Ages 65 to 74	9,5%	8,6%	
Ages 75 and Older	8.9%	7.7%	
Median Age	42.5	40.	

Notes: Current month's data are preliminary. Data are Seasonally Adjusted.

Feb 2016 to Jan 2017	Volun	ne .	Percent of Total		
Pre-UC Industry	County	PA	цеших	PA	
Natural Resources & Mining	20	3,710	1.0%	3,5%	
Construction	270	12,150	15.0%	11.0%	
Manufacturing	270	17,350	15.0%	15.5%	
Trade, Transportation & Utilities	370	21,350	20.5%	19.0%	
Information	10	1,730	0.5%	1.5%	
Financial Activities	68	5,720	4.5%	5.0%	
Professional & Business Services	300	19,920	16.5%	18.0%	
Education & Health Services	280	16,700	15.5%	15.0%	
Leisure & Hospilalily	130	7,310	7.0%	6.5%	
Other Services	40	2,790	2.0%	2.5%	
Government	10	1,080	0.5%	1.0%	

1,800

Committee Committee Event Event Event	2014 2016 (Tables) DUDS and BO1000)
Source: U.S. Census 5 Year Esumaio	2011-2015 (Tables; DP05 and B01001)

2015 Veterans	Study -	PA
Total Veterans	16,842	870,770
Median Veteran Income	\$30,224	\$34,110
Median Non-Veteran Income	\$23,568	\$26,783
Veteran Unemployment Rate	7.1%	7.2%

Note: Percentages less than 0.5% will be displayed as 0.0%. Source: Pennsylvania Unemployment Companiation System

į	Top 10 Employers by Employment in Q3 of 2016
	Allied Services Foundation
	State Government

Total

193 169

215,038

-21,869

3,710

-318

-8.6%

State Government Community Medical Center Scranton School District

Lackawanna County
TMG Health Inc
e University of Scrantor

The University of Scranton Federal Government Wal-Mart Associates Inc Scranton Quincy Hospital Co LLC

			_

Online Job Postings

February 2017

February 2016

Annual Volume Change

Annual Percent Change

Source: U.S. Census 5 Year Estimate 2011-2015 (Table: S2101)

Income	GOUND)	PA
Per Capita Personal Income	\$42,662	\$49,745
Total Personal Income	\$9,040,789	\$636,857,158
Median Household Income	\$46,271	\$53,599
Median Family Income	\$59,955	\$68,158

Source: Quarterly Census of Employment and Wages

Note: Total Personal Income is displayed in thousands. Note: Median Incomes are in 2015 adjusted dollars. Source: Personal Incomes - Bureau of Economic Analysis (8EA) - 2015 Source: Median Incomes - U.S. Census 2011-2015 (Tables: 819013 & B19113) 2 190

112,000

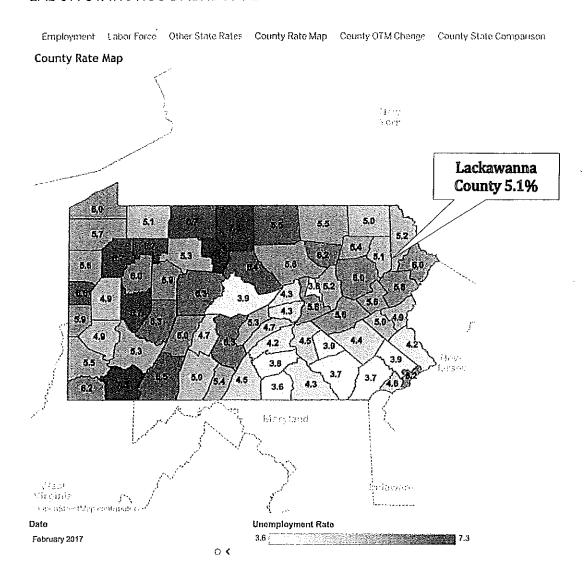
1.0%

100%

20%

100%

LABOR STATISTICS DASHBOARD



2. **Does the county have declining population**? YES — see below excerpt from Census website.

	Ų,5. De	parawate of Correct	rce (Hwww.commorce.govi) 6	pale (your courses do	vistovi (zarisci-usicocial_med:	uturi) [Indox A-Z ((hww.cenzus.gov/about/m/mck/ml) (Есятану (Чунжевня,
(//www.census.gov/on.html)	Topics Population, Economy	Geography upr Prosecu	Library Integraphics, Publications	Data Tools, Developers	Surveys/Programs Respond Survey Dass	Newsroom Hems. Gisqu	Search About Us Out Research	
Welcome to Quick	Facts							
Luckawanna County, Pennsylva	en)a							
QuickFacts provides statistics for all sta	ries and counties, and	for cities and tow	ns with a population of 5,0	100 or more.				
QuickFacts								
People							Lackawanna County,	Pennsylvania
Population								
Pepulation estimates, July 1, 2016,	, (V2010)							211,321
Population estimates, July 1, 2015,	(V2015)							211,917
Population estimates base, April 1.	2010, (V2016)							214,440
Population estimates base, April 5, 2010, (V2015)							214,436	
Population, percani changa - April 1, 2010 (astmates boso) to July 1. 2016, (V2016)							-1,5%	
Population, percent change - April 1	1, 2010 (estimates bas	sa) to July 1, 2011	5, (V2015)					-1.2%
Population, Census, April 1, 2010								214,437

- 3. Is the county below the state per capita income? YES see insert in section 1.
- 4. Is the project located in a KOZ, KOEZ, KIZ, KSDZ, EZ or KOIZ-designated area? NO.
- C. The project is increasing the quality of life.
 - 1. It is creating or improving Civic, Cultural or Recreation Facilities? YES The project is increasing the quality of the life for both users of the Counseling Center and for residents and communities in Downtown Scranton. Currently, the space used by the Center is a 30-year old, tired, renovation of a department store. Most offices are devoid of natural light. Facilities within the space are inadequate for the program needs. The new building will change all of this. Additionally, Adams Avenue has become a major arterial road in Scranton's downtown as the University of Scranton has grown and The Commonwealth Medical College has come on-line. What was once an acceptable practice for the Center to load/unload their medical transports, is now a major source of traffic congestion along Adams Avenue during the morning and evening rush hours and throughout the day. The relocation of the Center will change this for everyone. Further, the relocation will pave the way for the redevelopment of the entire 300 block of Adams Avenue.
 - 2. Is it improving Commercial/Retail/Mixed-use Buildings in a downtown or core area? YES see photos of the existing vacant property above. The project will take an existing vacant historic warehouse and adjacent overgrown lot and completely rehabilitate them into a new facility with off-street parking. The

building has been vacant for over 10 years and is currently littered with trash, broken windows and graffiti.

- 3. Does it address immediate/urgent issues to improve quality of life? YES the SCC program involves a great deal of mental health counseling and brings a number of people on a daily basis to its present location. The current facility lacks parking, appropriate passenger loading/unloading and is a very poor example of 1980's renovation dark and depressing. The Center needs to either renovate its existing facilities or move to a new one. The cost to renovate the existing facilities while maintaining a minimal impact to operations is prohibitive. As with any building occupied for nearly 30 years the expansion within the space was haphazard and unplanned. Further complicating this is the fact that the Center expanded into a second unconnected building on the same block. Relocation is the only logical answer to benefit SCC and its customers.
- 4. Does it address issues that could have a negative impact on the quality of life? YES as Scranton has added TCMC (The Commonwealth Medical College a couple blocks up the street) and the community as a whole has become more dependent on cars, Adams Avenue has become a major arterial road in downtown Scranton. SCC's operation requires a great deal of passenger pick-up and drop-off and many of these customers are disabled and using paratransit of some sort. Traffic in front SCC's current location is a dangerous and very congested problem in the morning and evening rush hours with pedestrians and clients alike constantly dodging traffic. The relocation of the Center will provide off-street facilities as well as ample onsite parking for employees and customers that is not currently available.
- D. The project has regional impact.
 - 1. Is it consistent with an existing revitalization plan? NO.
 - 2. Is it a joint effort involving multiple municipalities? NO.
 - 3. Is the public actively involved in the development of the project? NO.
 - 4. Does it promote tourism? NO.

TAB 5: STRATEGIC CLUSTERS FOR DEVELOPMENT

The project meets the goal of the Commonwealth of PA and that of the Greater Scranton Chamber of Commerce and the City of Scranton with respect to growing businesses in the strategic cluster of the Healthcare sector. The project is the construction of a new facility for the relocation of Scranton Counseling Center (SCC) – a community based behavioral healthcare provider. Their present location is outdated, inadequate and does not allow for expansion.

At the writing of this application it is our understanding that there is a shortage of behavioral healthcare services in Lackawanna County. In looking at the current physical facilities of SCC it is easy to see that they are inadequate for today's needs. SCC served close to 10,000 individuals in 2016.

The population is made up primarily of low-income individuals and families, including the working poor. Services are provided to those in need regardless of their ability to pay. SCC has been located in their downtown Scranton location in a former department store building for over 30 years. It has very limited space to expand let alone improve through implementing new evidence-based services and other modern practices.

Healthcare consumers of all socioeconomic backgrounds deserve respect and dignity when seeking professional help. This is nowhere more important than then in the lower income communities. The current location worked at one time but not today. In order to grow the business and provide quality services to all, the Center needs to expand into new, better-suited space. All behavioral health consumers, including those from lower socioeconomic strata deserve the highest quality services possible, receiving those services in a physical environment that is thoughtfully designed, welcoming, and attractive will be an asset to recovery, and quality of life.

Relocation to the new facility will allow the Center to expand their services and will facilitate an employment base of 251 full-time and 60 part-time employees at an average wage rate of \$36,807. It will bring life to a vacant building and restore a tarnished streetscape. It will pave the way for additional development in SCC's existing location along the 300 block of Adams Avenue. It will be beneficial for all parties involved.

TAB 6: ORGANIZATION, MANAGEMENT & STRATEGIC PLAN

TABLE OF INVOLVED ORGANIZATIONS:

Grantee:

City of Scranton

Mayor William L. Courtright

340 N Washington Ave, Scranton, PA 18503

P: (570) 348-4215

Contact: Linda Aebli, Director of OECD

laebli@scrantonpa.gov

Sub-Candidate:

Scranton-Cherry, LP

Charles C. Jefferson/Owner

2030 W. Tilghman Street, Suite #203, Allentown, PA 18104

P: (215) 651-1241

cjefferson@jeffersonwerner.com

Architect:

Hemmler + Camayd Architects

David Hemmler/Partner

409 Lackawanna Avenue, Scranton, PA 18503

P: (570)961-1302

dhemmler@hc-architects.com

Engineer:

Keast & Hood Engineering

Frederick Baumert, PE

400 Market Street, Suite 1250, Philadelphia, PA 19106

P: (215) 625-0099

fbaumert@keasthood.com

Construction Manager:

Admiral Management Services, LLC

Duane Wagner

129 N. Washington Avenue, Scranton, PA 18503

P: (484) 866-5608

dwagner@jeffersonwerner.com

Developer / Project Administration:

Jefferson-Werner, LLC

Charles Jefferson, President

129 N. Washington Avenue, Scranton, PA 18503

P: (215)-651-1241

cjefferson@jeffersonwerner.com

PROJECT INFORMATION

1. Tax Status & Organizational Structure

Scranton-Cherry, LP, will operate as a for-profit business and will own the project. Scranton-Cherry, LP, will lease the project to Scranton Counseling Center on a triple-net basis and at an amount equal to the debt service plus minimal administrative costs.

2. Financial & Operating Status

Financing for the project consists of the following of \$6,523,911 of private investment (equity and long-term debt) from the owner/developer, \$500,000 of Pennsylvania Historic Preservation Tax Credits and \$3,500,000 of RACP grant funding. In addition, the owner/developer will secure \$3,500,000 in RACP bridge financing.

As this is a new project there is no historical financial data available. There is a cash flow analysis provided to support the pro forma.

3. Project Administration

The administration of the project, operation and compliance reporting will be the responsibility of Charles Jefferson of Jefferson-Werner, LLC, the Developer/Project Administrator. Charles has extensive experience in PA with urban development projects and RACP projects in particular. Jefferson-Werner, LLC has completed several major projects in Scranton including historic rehabs of the Connell Building (8-story, 166,000 SF building into 89 apartments, office and retail) and Mulberry 426 (4-story, 58,000 SF historic building into 39 apartments and retail). Most recently Jefferson-Werner, LLC, lead the purchase and turnaround of Montage Mountain Resorts in NEPA and the development and construction of the Lehigh Valley Charter High School for the Arts in the City of Bethlehem.

The Grantee, the City of Scranton, has applied for and been awarded many RACP grants over the past several years and has significant experience administering and managing such grants and in working with Jefferson-Werner. The City of Scranton administers state and federal grants through its Office of Economic Community Development (Linda Aebli, Director). They will administer the RACP funding. The Grantee will work closely with Scranton-Cherry, LP, who will complete the project being funded through this grant, to ensure that all program guidelines and requirements are met. A cooperation agreement will be executed between the Grantee and the Sub-Candidate that establishes the cooperative framework under which the Grantee and Scranton-Cherry, LP, will ensure appropriate management of the RACP funds.

Admiral Management Services has extensive experience with RACP funding and construction/development projects in Northeast Pennsylvania and within the City of Scranton. Most notably are the recently completed and very successful mixed use projects of Connell Lofts and 426 Mulberry in Downtown Scranton and the Lehigh Valley Charter Arts Foundation's new charter arts high school located in Bethlehem,

Northampton County. These development projects contained over \$50 million in construction and utilized RACP funds to make them successful.

4. Financial Necessity.

The Scranton Counseling project is located in the 300 block of Cherry Street in Scranton. This block has not seen new commercial activity for many years. As is the case with projects in depressed areas, the economics of renovating an historic building combined with the lower rents within the area do not support a traditional capital structure – basically you cannot charge enough rent to support the costs to renovate, not to mention servicing the debt. The project is under water before it could ever begin.

RACP funds in the amount of \$3,500,000 are requested to undertake the project, as the project requires complete interior reconstruction, site/sidewalk work, extensive façade improvements and accessibility requirements that combine with the economics to make the project not viable. RACP funds along with the noted equity and debt will allow the project to move forward and open Summer of 2018.

STRATEGIC PLAN

1. Business Strategy/Plan.

The Scranton Counseling project will address the need to improve a business that provides a vital healthcare need to the Greater Scranton community. In addition to revitalizing an existing vacant structure along Cherry Street, the relocation of SCC will allow for future redevelopment of SCC's existing location along Adams Avenue in Scranton's central business district.

Scranton, like other former industrial cities, was once home to a thriving and vibrant downtown. The streets around courthouse square were lined with retail operations and entertainment venues. In the years since its peak, Scranton has seen its population decrease by 50% and its employment base change. Over the last 10 years the population has stabilized at around 75,000 with over 578,000 in the Scranton-Wilkes-Barre Metro Area. In the last 5 years residential development has come back to the downtown and small retailers are following. The downtown needs more to continue its growth.

The Scranton Counseling Center project is the construction of a new 108,000 SF facility with onsite parking and ample space to accommodate the Center's programs. It will replace the existing outdated and dysfunctional series of buildings currently housing the Center. These buildings on the 300 block of Adams are converted stores with inefficient floor plans, a lack of natural light and poor handicap access. SCC has outgrown this location. The new facility will allow the Center to continue to serve the community and expand its impact on the residents.

2. Financial Information

See attached financial pro forma.

3. Plan for Continuing Operation of the Project

The financial plan is attached. Parking is a major consideration in the operation of SCC. Currently, SCC's existing facility provides no on-site parking for employees or the residents it serves. In addition, SCC's clients are often subject to double-parking in the middle of Adams Avenue (a main thoroughfare through Scranton's downtown), subjecting SCC's clients to dangerous situations on a daily basis just to access their facility. Parking and access for SCC's clients and employees is addressed at the new location through ample onsite parking being provided as part of the project development plans. In addition to parking, other major improvements benefiting the employees and those residents the Center serves will be easier off-street facility access, complete handicap access, onsite passenger loading and unloading, off-street passenger bus drop-off/pickup, light-filled spaces from windows on all sides and the dignity that comes with a facility designed to meet their needs.

All other considerations for the project in terms of planning and approvals have been reviewed with City government and code officials. The project has the support of all parties including the Mayor. A cash flow analysis has been included to support the viability of the project. Scranton Counseling Center has been in business and serving the Lackawanna County and Scranton communities since 1947 – over 70 years.

Development Budget & Assumption

FLOOR GROSS AREA CORE NET RENTABLE RENTAL GROSS ANNUAL 1, 2, 3 108,000 0 76,000 \$3.62 \$225,000 TOTAL / AVERAGE: 108,000 0 76,000 \$275,000						
108,000 0 76,000 \$3.62 108,000 0 76,000	FLOOR	GROSS AREA	CORF	NET DENTABLE	RENTAL.	GROSS ANNUAL
108,000 0 76,000 \$3.62 108,000 0 76,000					RATE	INCOME
108,000 0 76,000	1, 2, 3	108,000	0	76,000	\$3,62	\$275,000
	TOTAL / AVERAGE:	108,000	0	76,000	-	\$275,000

PROJECT COSTS	COSTS				TOTAL PROTECT COSTS.
LAND:					
PURCHASE PRICE:	₩	545,000			
ACQUISITION FEES:	4	205,000			QLICI A1
TOTAL SOFT COSTS:			₩-	750,000	QLICI B
					ADDITIONAL EQUTY
SOFT COSTS:					
ARCH & ENG:	₩	500,000			TOTAL SOURCES:
LEGAL:	U)	100,000			
ACCT'G HTC/NMTC:	₩	40,000			
HTC CERTIFICATION:	(/)	40,000			
PROJECT MANAGEMENT:	(/)	200,000			AFFILIATE LEVERAGE LOAN
TESTING & INSPECTIONS:	₩	5,000			
APPRAISAL/MARKET STUDY:	₩	10,000			QLICI A1 - HISTORIC TAX CRE
REAL ESTATE TAXES;	₩	000'69			QLICI A1 - AFFILIATED LEVER.
INSURANCE:	₩	10,000			OLICI A1 - AFFILIATED LEVER
OPERATING RESERVE:	₩	216,010			OLICI A2 - RACP GRANT
CONSULTANT PERFORMANCE FEE:	- ()	139,500			OLICI A2 - PA STATE HTC
INTEREST RESERVE (12 Mo. @ 5%)	₩	250,000			
FINANCING /CLOSING FEES:	4	325,000			TOTAL AFFILIATED LEV LO
TOTAL SOFT COSTS:				1 007 510	
				1,504,510	

5,052,780 1,500,000 2,747,220 1,223,911

10,523,911

₩

10,523,911

₩

AFFILIATE LEVERAGE LOAN DETAIL		
QLICI A1 - HISTORIC TAX CREDIT EQUITY	₩	1,646,721
QLICI A1 - AFFILIATED LEVERAGE LOAN (Sale	₩	1,475,000
QLICI A1 - AFFILIATED LEVERAGE LOAN (Equity)		
QLICI A2 - RACP GRANT	₩	1,000,000
QLICI A2 - PA STATE HTC	₩	500,000
 TOTAL AFFILIATED LEV LOAN	₩.	4,621,721

569,401

44 44

DEFERRED DEV FEE (HTC SOURCE/USE): PROJECT FEES & COSTS: CONTINGENCY:

TOTAL COST:

INTERIOR: TOTAL CONSTRUCTION:

SITE WORK:

CONSTRUCTION COSTS: DEMO/ABATEMENT²

10,523,911

₩

1,200,000

5,800,000

₩

50,000 750,000 5,000,000

Development Cash Flow

USE Acquisition: Soft Costs: Construction & Contingency: Deferred Dev Fee: Project Fees:	Total Uses	750,000 1,904,510 6,100,000 1,200,000 569,401 10,523,911
SOURCE		
Acquisition Loan:		t
Owner Equity - NMTC:		2,747,220
Owner Equity - HTC:		1,646,721
Owner Equity - PA HTC:		, 500,000
Owner Equity - Other/Bridge Loan:		154,970
Deferred Dev Fee:		1,200,000
SCC - Adams Ave Sale Proceeds:		1,475,000
SCC - Equity Contribution:		1,800,000
RACP Grant - Bridge Loan:		
RACP Grant - State Proceeds:		1,000,000
	Total Sources	10,523,911

YEAR			H	7	ю	4	ις	ιο	^	ω	σh	10
Occupancy:			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
INCOME SUMMARY:												
Rental Income:			\$275,000	\$275,000	\$225,000	\$275,000	\$275,000	\$288,750	\$288,750	\$288,750	\$288,750	\$288.750
GROSS INCOME:			\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$288,750	\$288,750	\$288,750	\$288,750	\$288,750
OPERATING COST & FEE SUMMARY:	1MARY:											
OPEX: (REVIEW)	25.63%		(\$70,469)	(\$71,878)	(\$73,316)	(\$74,782)	(\$76,278)	(\$77,803)	(\$79,359)	(\$80,946)	(\$82,565)	(\$84,217)
Partnership Asset Mgmt. NMTC Investor Manadement Eee	1.50%		(\$4,125)	(\$4,125)	(\$4,125)	(\$4,125)	(\$4,125)	(\$4,331)	(\$4,331)	(\$4,331)	(\$4,331)	(\$4,331)
NMTC CDE Tax Prep & Audit:			(\$10.000)	(\$10.200)	(\$10.404)	(\$5,000)	(\$5,000) (\$10,824)	(44,000)	(\$5,000)	(\$5,000)	O C	⇔ €
HTC Investor Pref:	2.00%		(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(***,T**) \$0	D CO	Q C
HTG Investor Tax Payment: HTG Property / Master Tenant			(\$18,318) (\$10,000)	(\$18,318) (\$10,200)	(\$18,318) (\$10,404)	(\$18,318) (\$10,612)	(\$18,318) (\$10,824)	(\$18,318) (\$11,041)	(\$18,318) (\$11,262)	• \$ ₩	00 ₩ ₩	0 C
TOTAL OPEX & FEES:			(\$150,846)	(\$152,655)	(\$154,501)	(\$156,384)	(\$158,304)	(\$160,468)	(\$162,466)	(\$101,765)	(\$86,897)	(\$88,548)
CASHFLOW SUMMARY:												
GROSS INCOME:			\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$288.750	\$288.750	\$288.750	4288.750	\$288.750
OPEX & FEES:			(\$150,846)	(\$152,655)	(\$154,501)	(\$156,384)	(\$158.304)	(\$160.468)	(\$162,466)	(\$101.765)	(486 897)	(488 548)
EFFECTIVE GROSS INCOME:			\$124,154	\$122.345	\$120.499	\$118,616	\$116 69E	4128 283	417 AC 201	4106 005	200 200	2000
Maint & Struct, Reserve:	4 00%		(44 066)	(47 000)	(47 630)	(44, 44)	2000	101/21	107/03/4	000,000	DOCUTION OF	707,0070
Interest/Conital Deserve Conding.	2		(006, ++)	(+co'++)	(020/44)	(n+/'++)	(\$44,00%)	(T£T'C#)	(150,051)	(8/4/8)	(\$8,074)	(\$00'8\$)
NMTO AT LOAN:	7800	6 6 1 6	O# 1	○	Q .	25	0\$	0\$	Q\$	0\$	₩	0\$
INVOICE COUNTY	2000	\$5,056,780	(\$50,528)	(\$50,528)	(\$50,528)	(\$50,528)	(\$50,528)	(\$50,528)	(\$50,528)	0\$	0\$	\$0
NMATO B LOAM:	0400°T	\$1,500,000	(\$15,000)	(\$12,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$12,000)	(\$15,000)	0\$	\$0	\$0
	1.69%	\$2,747,220	(\$46,500)	(\$46,500)	(\$46,500)	(\$46,500)	(\$46,500)	(\$46,500)	(\$46,500)	0\$	\$0	\$0
APPLICATION LEVERAGE LOAN:	0.00%	\$6,552,780	Q	Q	\$0	0\$	\$0	0\$	0\$	O \$	\$0	0\$
ZEKMANEN! / KEF! DEB!:	0.00%	g S	 	O \$	ମ୍ମ	#	Q\$	\$0 \$	0\$	₽	\$0	0\$
NET CASHFLOW:			\$7,160	\$5,423	\$3,651	\$1,844	\$1	\$11,123	\$9,205	\$179,506	\$193,779	\$192,194
NMTC PUT RESERVE:	z		0 \$	₽	O\$	₽	\$ 0	<u>0</u> \$	₽ D	<u>0</u> \$	\$0	0 \$
DISTRIBUTION:			\$7,160	\$5,423	\$3,651	\$1,844	\$1	\$11,123	\$9,205	\$179,506	\$193,779	\$192,194
Distribution Schedule:	At Closing	Upon Elip										
SCC Distribution:	100.00%	92.00%	\$7,160	\$5,423	\$3,651	\$1,844	\$	\$11.123	\$9,205	\$170.531	4184.090	4187 584
USBCDC Distribution;	%00.0	5.00%	0\$	0\$	O 好	0\$	\$	0\$	04	\$8,975	689'6\$	\$9,610
DEBT SERVICE COVERAGE RATIO:			1.11	1.09	1.08	1.06	1.04	1.15	1.13			
DEBT SERVICE COVERAGE												
KALIU: ADD BACK AFFILIATED LEVERAGE LOANS			2.67	2.63	2.59	2.55	2.51	2.76	2.72			

TAB 9: PROJECTED CASH FLOW SCHEDULE

- 1. Projected Cash Flow Schedule attached.
- 2. Bridge Financing/Interim Financing. The projected cash flow schedule includes interest costs related to Bridge Financing required for the requested RACP Grant. Scranton-Cherry, LP, assumed a six (6) reimbursement/close out period from the project's completion.
- 3. Secured & Unsecured Financing. Scranton-Cherry, LP, has secured both long-term and interim funding for the project, subject to the approval of the requested \$3,500,000 RACP Grant. Scranton-Cherry, LP's, lender has issued a letter expressing interest in financing the project, which is included with Tab 10-B.
- 4. Long-Term Funding. Scranton-Cherry, LP, will work to ensure long-term permanent financing for the project with a maturity term of 20 or 25 years.

Cash Flow Forecast
Project Name: Scrat
Date of Forecast: May 2

Scranton Counseling Center May 20, 2017

100	Received to			# 76 Sec.			Forecasted Revenue	Revenue	2			- Back (2) (2) (2)		Section of the second	Cumulated
	ш) -	Вајапсе	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9		Month 11	Month 12	Remaining
9		000,000	-		-	-	***************************************				-	500,000	잃		
Č.		13,911	1,850,660	991,493	365,098	768,299	801,639	624,240	626,852	629,475	632,109	134,753	1,442,798	43,196	133,303
		11:													
															7,
	10,54			981,493	865,098	768,299	801,639	624,240	626,852	629,475	632,109	634,753	1,942,798	43,196	133,303
Expenditures						Ľ	Forecasted Expenditures	cpenditures	1.1						
Expended to Date B	Balen	200,7	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Cumulated Remaining
***************************************	25.5	750,000	750,000	000 00	900 00	000 00	_	000	000	000					
	Ř.	000	222		•		,	20,000	000107			20,02	1 200 000	,,,,,	
794,500 769,401	25. jr	500	357,705	11,842	15,447	18,548	21,988	24,589	27,201	29,824	32,458	35,102	43,196	43,196	133,304
	1	000.6	125,000	5,400	l	•	5,400	5.400	5.400			5 400	5.400		
21	21	216,010	108,005	10,801	10,801	10,801	10,801	10,801	10,801	П	10,801	10,801	10,801		
4	4		000,001	200 000	100,000		100 000	-		,	***************************************		200,000		
4.1	4			416,000	415,000	416,000	416,000	416,000	416,000	416,000	416,000	416,000	415,000		***************************************
	-[`	180,000	-	80,000	22 600		80,000	, co	, ,		1	202	- 00		
7	ľ	300 000		30,000	30,000		30,000	3	2000	1			22,200		-
		275,000	25,000	25,000	25,000	25,000	26,000	25,000	25,000	25.000	25.000	25,000	25,000		
10,5	30,5	10,543,911	1,850,660	991,493	862,098		801,639	624,240	626,852	Ш			1,942,798	43,196	133,304
ı			•	,	t	1			1	,	•	0.50	0.50	•	(1.00)
		_				J.	Financing	Forecast					-		
,					onth 3	Month 4		1		79.0	=	Month 19	Month 11	Month 12	-
ı			1,850,660	2,842,153	3,707,250	4,475,549	5.277,187	5,901,427	6,528,278	7,157,753	7,789,861	8,424,614	10,367,411	10,410,607	10,543,911
ı			,	1	1	•	,	•	E	,	•	0.50	1.00	1.00	٠
t	į		1,850,660	2,842,153	3,707,250	4,475,549	5,277,187	5,901,427	6,528,278	7,167,763		8,424,614	10,367,412	10,410,608	10,
lotal 335	333	335,210.61	7,711	11,842	15,447	18,648	21,988	24,589	27,201	- 1	32,458	_{	43,198	43,378	43,378

TAB 15: PERMITS, LICENSING, REGULATORY, & LEGAL REQUIREMENTS

GENERAL

- Local Building Permits building permits will be applied for and issued in July 2017.
- Demolition Permit demolition permit will be included with Building Permits above.
- Zoning Hearing Board Not Required. The project use is compliant with existing zoning. (Letter from City of Scranton Director of Licensing is attached for reference.)
- Occupancy Permits will be issued upon completion of the project in July 2018.
- Utilities the project property is currently served by water, sewer, electric and gas.

HISTORICAL

• PA Historical and Museum Commission Part 1 and Part 2 review is complete. (Approval letters attached for reference.)

ENVIRONMENTAL

- Phase 1 Environmental Assessment Report complete.
- Asbestos Abatement asbestos report is complete and abatement will be completed as part of the project construction.
- Lead Paint Abatement lead paint report is complete and abatement will be completed as part of the project construction.



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

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

May 25, 2016

Pennsylvania Retirement Fund LLC 2030 W Tilghman Street Suite # 203 Allentown, PA 18104

Via Hand Delivered

Re: 329 Cherry St, Scranton PA 18505 (Scranton Counseling Center)

To Whom It May Concern,

The above property (329 Cherry St) is located within a Light Industrial (I-L) Zone. The use of a counseling center such as the one listed above is considered a medical office/clinic, and is a permitted use in said zone.

Should you have any questions, please contact me at (570) 348-4193.

Sincerely,

Patrick L. Hinton

Director/BCO

Licensing, Inspections & Permits

PLH/to Enclosure(s):

Ce: Thomas Oleski, Deputy Director Ce: Jack Sweeney, Zoning Officer December 1, 2016

Attn: Mr. Charles C. Jefferson

Scranton-Cherry, LP

2030 Tilghman Street, Suite 203

Allentown, PA 18104

Re:

Part 1 Review - Scranton Button Company - Buildings S1, S2 and S3, Scranton, PA

Dear Mr. Jefferson:

Thank you for your submission. We completed our review of your Part 1 Application submitted for the above referenced project. Your application was forwarded to the National Park Service with a recommendation of Approval. A copy of our review sheet is attached for your review. Please remember that our review is a recommendation and the National Park Service determines whether the buildings are certified historic structures.

The National Park Service review should take at least 30 days. Upon the completion of their review, they will send you a letter regarding their decision. If you have any questions concerning the review sheet, please contact me at (717) 783-6012 or <a href="millower-millowe

Sincerely,

Scott Doyle

Dieso Just

Pennsylvania State Historic Preservation Office Pennsylvania Historical and Museum Commission

Enclosure

Cc:

Robert Powers, Powers & Company, Inc.

Bryan Van Sweden, PASHPO

Form 10-168d Revised 1/2000

'INITED STATES DEPARTMENT OF THE INTERIOR ATIONAL PARK SERVICE

	istoric Preservation Office Review & Recommendation Sheet ance – Part 1	Project Number:
Nambar I	Scranton Button Company – Buildings S1, S2 and S3	Preliminary done
-	(Property) 300 Cherry Street, Scranton, Lackawanna County, PA	-
•	Lackawanna Mills and Scranton Button Historic District (Historic District)	_
		SHPO REVIEW SUMMARY
	NR District Certified State or Local district	X Fully reviewed by SHPO
	Date application received by State11/16/2016	XNo outstanding concerns
	Date (s) additional information requested by State11/28/2016 Date complete information received by State11/30/2016	X Owner informed of SHPO recommendation
	Date confined information received by State	In-depth NPS review requested
	Property visited by State statif	Recommendation different from applicant's request
•		
Number 2	STATE RECOMMENDATION:	
	Scott Doyle who meet the Secretary of the Interior's Professional Qualification Standards	
	The property is included within the boundaries of a registered historic a "certified historic structure" for the purpose of rehabilitation. The property is included within the boundaries of a registered historic a "certified historic structure" for a charitable contribution for conserve Code.	district, contributes to the significance of the district, and is
	The property does not contribute to the significance of the above-name	ed district.
	Insufficient documentation has been provided to evaluate the structure	· ·
	This application is being forwarded without recommendation,	
	Preliminary determinations:The property appears to meet National Register Criteria for Evaluation	n and will be nominated individually.
•	The property does not appear to meet National Register Criteria for E	valuation and will not be nominated.
	X The property appears to contribute to the significance of a:	of significance as documented in the National Register
	The property is located in a proposed historic district and: the property does not appear to contribute to the significance of the proposed historic district does not appear to meet the NR	of the proposed historic district. Criteria for Evaluation and will not be nominated.

12/1/2016

State Official Signature

Deputy SHPO

Number 3	ISSUES:	
	Extensive loss or deterioration of historic fabric	Moved property
	Substantial alterations over time	State recommendation inconsistent with NR documentation
	Significance less than 50 years old	Functionally related complex or multiple buildings within an individual nomination.
٠	Obscured or covered elevation(s)	Other (explain)
Number	Complete items below as appropriate:	
4	(1) 1887-1973	is the period(s) of significance of the district.
·	(2) The property is mentioned in the NR or state or local di	strict documentation. Section 7 Page 6-7
	(3) For preliminary determinations, the status of the nominal Nomination has already been submitted to State months. Draft nomination is enclosed Nomination was submitted to NPS on	e Review Board, and will be forwarded to the NPS within
•	X Nomination process will likely be completed w Other, explain:	rithin thirty months.
	(4) The property is located in a registered district its contribution to the district as stated in the	icf, but its current condition is inconsistent with the determination of the nomination. Supplemental Listing Record requested.
Number 5	eligible for listing in the National Register by the PAS significant example of manufacturing in the Lackawai 1947) were built by Scranton Button Company to sup pressing plant for American Record Company. S1 con arched window opens (most infilled with plywood bu saw tooth roofs and a variety of garage and window of for posts, beams and trusses. Building S2 is a rectanging with bluestone sills, a central garage entrance and a copian with exposed steel post and beam construction. section – both of red brick with large window opening	Ic District in Scranton, Lackawanna County, PA was determined in in industry as a support world-wide button production and then as a record sists of a 2-story, painted brick office section with segmental that a few 6/6 windows remain) and a long series of ten bays with openings. The interior is open in plan with heavy timber framing ular 3-story, 4x13 bay red brick building with 9/9 paired windows one story entrance and office addition. The interior is open in Building S3 consists of a 1917 2-story section and a 1947 3-story gs and variety of window types. The interior is of the 1947
,	section is open in plan with exposed steel post and be nomination, Buildings S1, S2 and S3 contribute to the Scranton-Cherry LP.	eam construction. As documented in the submitted draft industrial significance of the historic district and are owned by
	nomination, Buildings S1, S2 and S3 contribute to the	Industrial significance of the historic district and are owned by
PS COM	nomination, Buildings 51, S2 and S3 contribute to the Scranton-Cherry LP.	Industrial significance of the historic district and are owned by

April 25, 2017

Attn: Mr. Charles Jefferson

Scranton-Cherry, LP

2030 Tilghman Street, Suite 203

Allentown, PA 18104

Re: Part 2 Review

5 Scranton Button Company - Buildings S-1, S-2 and S-3

Scranton, PA

Dear Mr. Jefferson:

Thank you for your submission. PHMC has completed our review of your Part 2 Application submitted for the above referenced project. Your project was forwarded to the National Park Service with a recommendation of Approval with conditions. A copy of our review sheet is attached for your review. Please remember that our review is a recommendation and the National Park Service determines whether the proposed rehabilitation meets the Secretary of the Interior's Standards for Rehabilitation.

The National Park Service review should take at least 30 days. NPS cannot review your Part 2 application until the review fee is paid. Upon receipt of the Part 2 application, NPS will send the fee invoice electronically to the Applicant email address. Payment is made through Pay.gov, the Department of the Treasury's electronic payment system. Upon the completion of their review, NPS will send you a letter regarding their decision. If you have any questions concerning the review sheet, please contact me at (717) 783-6012 or midoyle@pa.gov.

Sincerely,

Scott Doyle

Pennsylvania State Historic Preservation Office Pennsylvania Historical and Museum Commission

Enclosure

Cc: Robert Powers, Powers and Company, Inc.

Bryan Van Sweden, PA SHPO

UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE

Historic Preservation Certification Application State Historic Preservation Office Review & Recommendation Sheet Repoblitation—Part 2/Part 3

Rehabi	litation—Part 2/Part 3	Project Number: 35308
Ĭ Mudþæ	Scranton Button Company – Bulldings S-1, S-2, and S-3	Preliminary done
k.	J (Property) 300 Cherry Street	Non-standard billing
	(Property) Scranton, Lackawanna, PA	
	Certified Historic Structure? X Yes pending	
	Type of Request: X Part 2 Part 3 (Part 2 previously reviewed) Part 3 (Part 2 not previously reviewed) Amendment	PROJECT SUMMARY REVIEW X Fully reviewed by SHPOX No outstanding concerns
	Date application received by State 3/31/2017 Date(s) additional information requested by State,,	X Owner informed of SHPO recommendation In-depth NPS review requested
	Complete information received by State 3/31/2017 Date transmitted to NPS 5/3/7e17 Property visit by State staff 1/31/2017 rehab. (before) (during) (after)	In-debit tat 2 textow tedge-aca
Number 2	STATE RECOMMENDATION:	
	Scott Doyle who meet the Secretary of the Interior's Professional Qualification Standar	ds, have reviewed this application.
	The project:meets the Standards.	
	X meets the Standards only if the attached conditions are met.	
	does not meet Standard number(s) for the reasons listed on	reverse.
	warrants denial for lack of information.	•
	This application is being forwarded without recommendation.	•
	For completed work previously reviewed, check as appropriate:completed rehabilitation conforms to work previously approved.	
	completed rehabilitation differs substantively from work previously approved (correverse).	describe divergences from Part 2 application on
5/3	17 Muchan Dura Juna	
~	State Official Signature Deputy SHPO	•

. This is a review sheet only and does not constitute an official certification rehabilitation.

Number i 3	ISSUES: Additions, including rooftop	Alteration of significant exterior features or surfaces
	Alteration, removal, or covering of significant interior	Adjacent new construction, extensive site work, or demolition of adjacent structures
	finishes or features Changes in significant interior spaces or plan features (including circulation patterns).	Window replacements on any major elevation that do not match historic configuration, material, and profiles
	Damaging or inadequately specified masonry treatments	Other (explain)
The buildin 2017. If wester to be end of the concret wood of the compact with purished plate with privacy feature privacy feature bathro propose.	MALUATION OF PROJECT & CONCERNS: proposed rehabilitation of Scranton Button Company be go into an office building for a medical and social service. Please note that the saw tooth section of Building S-1 (and half of Building S-3 are not being rehabilitated as partempty for future expansion (see Condition). The remainded building converted to office use. Exterior work included the property of entrance doors with compatible alundoors to match historic units; replacement of windows in the units and multi-light metal windows (both steel and tible replacement units; and replacement of EPDM roof roper setback. On the interior, Building S-2 serves as mass to be installed. The 1st and 2nd floors are subdivided in with a 6' wide corridor along the perimeter walls where the sare retained. The offices are standard drywall constructive requirements. Large meeting rooms and public spaces are vertical circulation retains most existing stairs and recoms and mechanical rooms are centered between S-1 as the work would meet the Secretary of the Interior's Stantary Tive SOLUTIONS/NOTEWORTHY ASPECTS:	uildings in Scranton, PA converts the vacant warehouse e provider. PA SHPO staff visited the site on January 31, pprox. 80% of the overall building footprint) and the of this project and the 3rd floors of S-2 and S-3 appeared of the project is a typical rehabilitation of an design general masonry repairs to brick, bluestone and minum framed glazed doors and double-leaf glazed including 6/6 wood windows on S-1 and S-2 with aluminum) with aluminum replacements that are systems and placement of mechanical units on roof in entrance to offices. The space is altered and new to office and meeting rooms in the middle of floor exposed masonry and full height and structural action with fully enclosed walls and ceilings due to retain full height open ceilings with exposed structural uses the main elevator shaft. Secondary spaces for and S-2 and at east end of S-3. Based on our review, the indards for Rehabilitation.
new	technical process creative design solution noteworthy pro	ject .
Item	attachments: X plans specifications X photographs of sent separately; plans specifications photographs r documentation on file in State:	ther: other:
NPS CON	AMENTS:	

Form 10-168f New

UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE $^\prime$

CONDITIONS SHEET

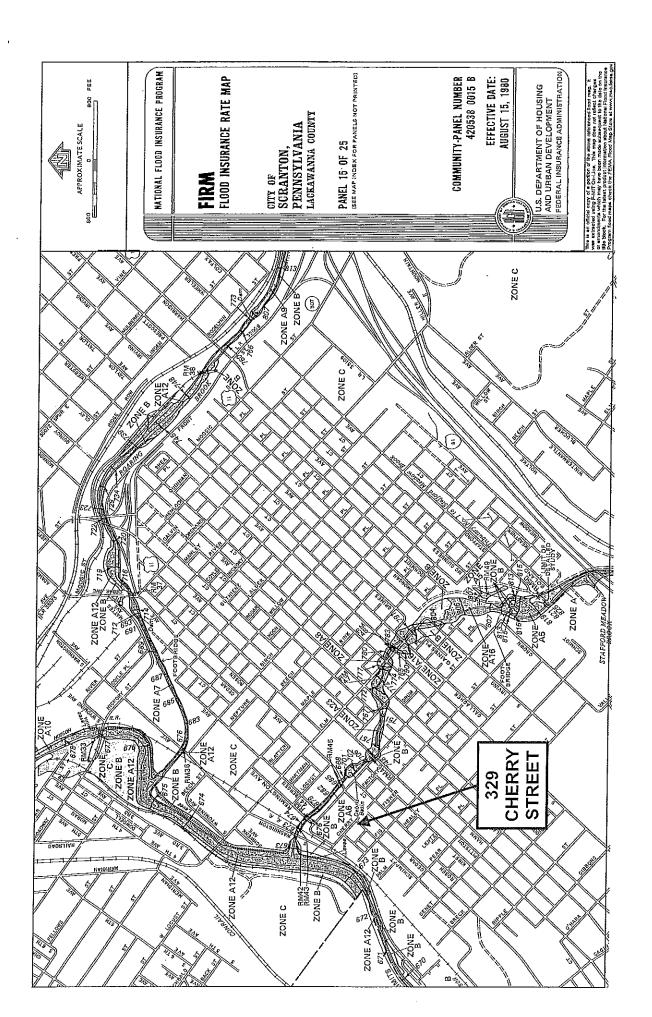
Historic Preservation Certification Application

Property name:	Scranton Button Company - Buildings S-1, S-2, S-3	Project Number:	35308
Property address	:: 300 Cherry Street		•
•	Scranton, PA		
	•	-	
The rehabilitation pr	n of this property as described in the Historic Certification A ovided that the following condition(s) is/are met:	pplication will meet the Secretary of the	Interior's Standards for
approval does not being reh	and mothballing of Building S-1 and S-3 - This ap s not extend to tenant fit-out for 3 rd floor of S-2 a abilitated as part of this project. Federal regulation. This approval will be superseded if it is found th	nd S-3 fùture work and the sections governing this program requi	ons of S-1 and S-3 that ar re evaluation of the
	mit plans for future work for review and approva work that does not meet the Standards and an c ion.		
S-3 prior to rei measures to p remain in stab	e applicant must provide detailed photographs of habilitation and the condition of those sections we roperly mothball (see Preservation Brief 31 — Mode condition in relation to the pre-rehabilitation of the detailed mothballing the historic buildings.	vith the Part 3 application. The ap thballing Historic Buildings) these	oplicant must also take e sections to insure they
1 			,
		,	
			•
		•	
1 .	, A.	٠,	•
5/7/17	Muhad Dans Jamas	Scott Doyle (717) 783-6012	2
Date	State Official Signature Deputy SHPO		elephone Number
The National Park listed in the box ab	Service has determined that this project will meet the Secreta	ary of the Interior Standards for Rehabili	tation if the condition(s)
and the state of t			
Date	National Park Service Signature	Telephone	Number
L/all	LAURICHUE I HIT DOLLING DISHUMBE	r erebmone	TRUTTOM

211

TAB 16: FLOOD ZONE REQUIREMENTS

The project site is not located within the 100-year floodplain. See attached map.





DEPARTMENT OF LAW

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

September 7, 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 MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF ONE MILLION (\$1,000,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT; AND COORDINATE THE USE OF THE GRANT FUNDS WITH "SCRANTON-CHERRY, LP, FOR THE PROJECT TO BE NAMED THE "SCRANTON COUNSELING CENTER".

Respectfully,

Jessica Eskra/8) Jessica L. Eskra, Esquire

City Solicitor

JLE/sl

FILE OF THE COUNCIL NO.

2017

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 65, 2016, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2017" BY TRANSFERRING \$464,861.26 FROM ACCOUNT NO. 01.380.38000 (MISCELLANEOUS REVENUE OTHER-NOT CLASSIFIED) TO ACCOUNT NO. 01.011.00078.4550 (DEPARTMENT OF PUBLIC SAFETY- BUREAU OF FIRE CAPITAL EXPENDITURES) BY INCREASING FUNDING IN THE ABOVE REVENUE AND CORRESPONDING EXPENSE ACCOUNTS TO UTILIZE ADDITIONAL REVENUE RECEIVED FROM DCED, LSA GRANTS FOR AERIAL FIRETRUCK (\$330,142.00), AND PPL COMMERCIAL REBATE PROGRAM (ACT 129) FUNDS (\$134,719.26).

WHEREAS, it is in the best interest of the City of Scranton that these funds be transferred to increase funding in both the revenue and corresponding expense accounts listed above to utilize additional revenue received from DCED, LSA Grants for Aerial Firetruck, and PPL Commercial Rebate Program (Act 129) Funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

SCRANTON that File of the Council No. 65, 2016 be amended by transferring funds as follows:

FROM:

ACCOUNT NO.

AMOUNT

01.380.38000

Miscellaneous Revenue

Other-Not-Classified

\$464,861.26

TOTAL FROM

\$464,861.26

TO:

01.011.00078.4550

Department of Public Safety

Bureau of Fire

Capital Expenditures

\$464,861.26

TOTAL TO

\$464,861.26

The purpose of this transfer is to increase the above revenue and corresponding expense accounts to utilize additional revenue received from DCED, LSA Grants for Aerial Firetruck (\$330,142.00), and PPL commercial rebate program (Act 129) funds (\$134,719.26).

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

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

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

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



DEPARTMENT OF BUSINESS ADMINISTRATION

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

July 26, 2017

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

Dear Attorney Boyles:

Please prepare an Ordinance for Scranton City Council amending File of the Council No. 65, 2016 (2017 Operating Budget), by increasing funding for the following Revenue and corresponding Expense accounts as follows:

Miscellaneous Revenue

Other-Not Classified #01,380,38000

\$464,861.26

Department of Public Safety

Bureau of Fire Capital Expenditures #01.011.00078.4550

\$464,861.26

The purpose of this Ordinance is to utilize additional revenue received from DCED, LSA Grants for Aerial Firetruck (\$330,142.00) and PPL commercial rebate program (Act 129) funds (\$134,719.26).

If you should have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

David Bulzoni
Business Administrator

DMB:nmk

Encls.

Cc: Roseann Novembrino, City Controller

Wayne Beck, City Treasurer

Lori Reed, City Clerk

Rebecca McMullen, Financial Manager Andy Marichak, Financial Analyst Adam Joyce, Senior Accountant



DEPARTMENT OF LAW

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

August 4, 2017

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

AUG - 4 2017

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 65, 2016, AN ORDINANCE ENTITLED "GENERAL CITY OPERATING BUDGET 2017" BY TRANSFERRING \$464,861.26 FROM ACCOUNT NO. 01.380.38000 (MISCELLANEOUS REVENUE OTHER-NOT CLASSIFIED) TO ACCOUNT NO. 01.011.00078.4550 (DEPARTMENT OF PUBLIC SAFETY- BUREAU OF FIRE CAPITAL EXPENDITURES) BY INCREASING FUNDING IN THE ABOVE REVENUE AND CORRESPONDING EXPENSE ACCOUNTS TO UTILIZE ADDITIONAL REVENUE RECEIVED FROM DCED, LSA GRANTS FOR AERIAL FIRETRUCK (\$330,142.00), AND PPL COMMERCIAL REBATE PROGRAM (ACT 129) FUNDS (\$134,719.26).

Respectfully,

Lusura Eskrals J Jessica L. Eskra, Esquire

City Solicitor

JLS/sl

FILE OF THE COUNCIL NO.

2017

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 107, 2017, AN ORDINANCE ENTITLED "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" TO CORRECT A TYPOGRAPHICAL ERROR IN THE LIQUOR LICENSE NUMBER IN THE SECOND WHEREAS CLAUSE AND THE NOW THEREFORE CLAUSE TO READ "LIQUOR LICENSE NO. R-3527".

WHEREAS, the Pennsylvania Liquor Control Board ("PLCB") notified Attorney John Rodgers that there was a typographical error in the second whereas clause and the now therefore clause of the Ordinance that should be corrected to reflect the correct Liquor License No. R-3527 as stated in the caption of the Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 107, 2017 be Amended to correct a typographical error in the second whereas clause and the now therefore clause to reflect the correct Liquor License No. 3527.

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.



DEPARTMENT OF LAW

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

August 4, 2017

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

AUG - 4 2017

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 107, 2017, AN ORDINANCE ENTITLED "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" TO CORRECT A TYPOGRAPHICAL ERROR IN THE LIQUOR LICENSE NUMBER IN THE SECOND WHEREAS CLAUSE AND THE NOW THEREFORE CLAUSE TO READ "LIQUOR LICENSE NO. R-3527".

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

JLS/sl

FILE OF	COUNCIL	
---------	---------	--

2017

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 60, 2016, AN ORDINANCE ENTITLED "GRANTING LOCAL ECONOMIC REVITALIZATION TAX ASSISTANCE TO A PROPERTY LOCATED AT ALBRIGHT AND GLEN AVENUES AND IDENTIFIED AS PIN NO.'S. 13420-060-017 AND 13420-050-028 OWNED BY LACE BUILDING AFFILIATES LP AND SETTING FORTH AMOUNTS OF TAX ABATEMENTS FOR EACH YEAR FOR TEN YEARS" FOR THE SOLE PURPOSE TO CORRECT THE FILE OF THE COUNCIL NUMBER IN THE SECOND WHEREAS CLAUSE TO FILE OF THE COUNCIL NO. 37.

WHEREAS, City Council's Office was informed that there was an error in Ordinance number in the second whereas clause of File of the Council No. 60, 2016 that needed to be corrected to read File of the Council No. 37.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 60, 2016 be Amended for the sole purpose to correct the File of the Council No. in the second whereas clause to read File of the Council No. 37.

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.

FILE OF THE COUNCIL NO. _37

2012

AN ORDINANCE

PROVIDING FOR THE PROPERTY TAX EXEMPTION FOR CERTAIN DETERIORATED INDUSTRIAL, COMMERCIAL OR OTHER BUSINESS PROPERTY; DEFINING ELIGIBLE DETERIORATED AREAS; SETTING A MAXIMUM EXCEMPTION AMOUNT, AND AN EXEMPTION SCHEDULE AND PROVIDING A PROCEDURE FOR SECURING AN EXEMPTION...

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania has enacted egislation known as the "Local Economic Revitalization Tax Assistance Act" (LERTA), (Act 76 of 1977, 72 P.S. §4722 et. seq.) amended July 11, 1998 (P.L. 518,90) which authorizes local taxing authorities to provide for tax exemption for certain deteriorated industrial, commercial and other business property; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON as follows:

SECTION 1. DEFINITIONS:

As used in this Ordinance the following words and phrases shall have the meaning set forth below:

- (a) <u>DETERIORATED PROPERTY</u> any industrial, commercial or other business property owned by an individual, association or corporation, and located in a deteriorating area, as designated herein, or any such property which has been the subject of an order by the City of Scranton, the County of Lackawanna and the School District of the City of Scranton requiring the unit to be vacated, condemned or demolished by reason of noncompliance with laws, ordinances or regulations.
- (b) <u>IMPROVEMENT</u> repair, construction or reconstruction, including alterations and additions having the effect of rehabilitating a deteriorated property so that it becomes habitable or attains higher standards of safety, health, economic use or amenity or is brought into compliance with laws, ordinances or regulations governing such standards. Ordinary upkeep and maintenance shall not be deemed an improvement.

CERTIFIED COPY

City Clerk

introduced in Council on above date and eferred to Committee on RULES

Scranton, PA June 7, 2012
Committee on Rules reports favorably on the within ordinance

SIXTH ORDER: May 31, 2012

224

Introduced in Council on above date and

referred to Committee on RULES

FILE OF THE COUNCIL NO. __17

2012

AN ORDINANCE (AS AMENDED)

ESTABLISHING A REGISTRATION PROGRAM FOR RESIDENTIAL RENTAL PROPERTIES; REQUIRING ALL OWNERS OF RESIDENTIAL RENTAL PROPERTIES TO DESIGNATE AN AGENT FOR SERVICE OF PROCESS; AND PRESCRIBING DUTIES OF OWNERS, AGENTS AND OCCUPANTS; DIRECTING THE DESIGNATION OF AGENTS; ESTABLISHING FEES FOR THE COSTS ASSOCIATED WITH THE REGISTRATION OF RENTAL PROPERTY; AND PRESCRIBING PENALTIES FOR VIOLATIONS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SCRANTON and it is hereby ordained by and with the authority of the same as follows:

SECTION 1. DEFINITIONS AND INTERPRETATION. The following words, when used in this Ordinance, shall have the meanings ascribed to them in this section, except in those instances where the context clearly indicates otherwise. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; words in the singular shall include the plural, and words in the masculine shall include the feminine and the neuter.

- AGENT individual of legal majority who has been designated under the provisions of this
 Ordinance by the Owner.
- BOCA BOCA National Property Maintenance Code as adopted by the City of Scranton (see also City Code)
- b CITY City of Scranton
- CITY CODE the building code (Property Maintenance Code of 1996 as amended and the Uniform Construction Code as amended) officially adopted by the governing body of the City, or other such codes officially designated by the governing body of the City for the regulation of construction, alteration, addition, repair, removal, demolition, location, occupancy and maintenance of buildings and structures.
- d. ZONING ORDINANCE Zoning Ordinance as officially adopted by the City of Scranton File of Council #74, 1993 (as amended).
- e. LIPS DEPARTMENT the Department of Licensing, Inspections and Permits for the City of Scranton.

Scranton, PA March 22, 2012
Committee-on Rules reports favorably on the withignordination

SIXTH ORDER: February 16, 2012

CENTIFICA COE'S

City Clark



DEPARTMENT OF LAW

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

August 4, 2017

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

AUG - 4 2017

Dear Honorable Council Members:

OFFICE OF CITY COUNCIL/CITY CLERK

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 60, 2016, AN ORDINANCE ENTITLED "GRANTING LOCAL ECONOMIC REVITALIZATION TAX ASSISTANCE TO A PROPERTY LOCATED AT ALBRIGHT AND GLEN AVENUES AND IDENTIFIED AS PIN NO.'S. 13420-060-017 AND 13420-050-028 OWNED BY LACE BUILDING AFFILIATES LP AND SETTING FORTH AMOUNTS OF TAX ABATEMENTS FOR EACH YEAR FOR TEN YEARS" FOR THE SOLE PURPOSE TO CORRECT THE FILE OF THE COUNCIL NUMBER IN THE SECOND WHEREAS CLAUSE TO FILE OF THE COUNCIL NO. 37.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

JLS/sl

FILE OF THE COUNCIL NO. ____

2017

AN ORDINANCE

APPROVING AND ACCEPTING THE CITY OF SCRANTON CAPITAL BUDGET FOR THE YEAR 2018 PURSUANT TO SECTION 904 OF THE CITY'S HOME RULE CHARTER.

WHEREAS, the City of Scranton forwarded to City Council the Capital Budget for the 2018 fiscal year on August 16, 2017 in order to comply with the deadline set forth in the Home Rule Charter; and

WHEREAS, the 2018 Capital Budget is hereby presented to Council for their next regularly scheduled meeting on September 7, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the City of Scranton 2018 Capital Budget 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.

BUSINESS ADMINISTRATION

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



SCRANTON

July 7, 2017

Memo

To: Lori Reed, City Clerk

From: David Bulzoni, Business Administrator

Re: 2018 Capital Budget

Lori,

I have attached the City of Scranton's proposed 2018 Capital Budget pursuant to Section 904 of the Home Rule Charter. This plan is a departure of the previously submitted document and is intended as a short and long term planning tool identifying the Capital needs of the City and the prospective fulfillment of those projects identified within.

The Budget is submitted at this time in compliance with the schedule identified in the Charter. Please place this document on the agenda of Council for introduction

Feel free to contact me with any questions. Thank you for your assistance.

Pc. R. Novembrino, City Controller
J. Boyles, City Solicitor
W. Courtright, Mayor
Pennsylvania Economy League

2018 Capital Budget Highlights

Overview

As a departure from prior capital budgets submitted subsequent to 2014, the Capital Budget of 2018 present components exclusive of this document and does not incorporate capital components of the City's operating budget. The capital budget also does not include projects related to Special Cities account, which represents a dedicated funding source for contemplated or approved capital projects.

Although the current document describes funding opportunities for those highlighted projects, the only committed need pertains to the matching source of funds for the bridge improvement project which will be undertaken by the Commonwealth's Department of Transportation. The greenspace project noted in the budget is contemplated and based on a distinct need. The capital budget would create a primary funding source for execution of the project. County participation is anticipated and the City may dedicate Scranton estate funds to this project as well. The project complies with the specific usage requirements of the estate.

Previously identified in the Capital Budget, the Special Cities accounts incorporates the existing funds in escrow reserved for flood control and those funds anticipated through planned financial transactions. Escrow funds are reserved in Fund 9.

- 1. Fund 2, Special Cities Fund includes designated monies for flood control improvements;
- 2. Fund 9, specifically includes funds from the 1997 Bond issue reserved for flood control.

The Capital Budget typically will not include lesser capital items (certain vehicles and other rolling stock). The acquisition of those capital items are incorporated into the operating budget.

The structural improvement needs for City Hall are extensive and will likely not be met through a capital budget allocation. With a comprehensive funding requirement exceeding \$5.00 million, the City may consider complementary funding sources to further evaluate this project.

Relationship between the Operating and Capital Budgets

The operating budget generally includes expenditures that occur annually and reflect single year appropriations, but not in all cases. The operating budget provides for City services but does not generally result in the purchase or construction of major physical assets due to the cost associated with those assets. The operating budget is funded primarily from recurring revenue sources such as taxes and fees, but has also been supported by single source revenues.

The Capital Budget, in contrast, includes funding associated with projects which have a longer term life expectancy. These projects represent the purchase or construction of major physical assets of the City. Fluctuations in capital spending may vary significantly from year to year, depending, of course, on the availability of funding sources, and also on the various project phases and the timing of funding. Resources to fund those projects include escrowed funds, grants, one time revenue sources, long term debt and lease funding, and contributions from the operating budget.

While differences exist in the capital and operating budgets, the two are connected as follows:

- 1. The Capital Projects identified in the budget may result in increased costs to maintain new facilities, or cost savings from efficiencies from the performance of new equipment or facilities;
- 2. The Capital Budget may include funding from the Operating Budget;
- 3. The Operating Budget includes the provision for debt service for long term debt or lease transactions, which may be funding sources for Capital Projects. The City has, historically, relied on both financing methods to fund many Capital Improvement Projects.

The sustainability of the City requires a continued evaluation toward the completion of those capital improvement projects and acquisitions identified in the both the capital and operating budgets. The implementation of those projects is about maintaining our competitiveness as a Commonwealth municipality, as well as the ability to deliver services appropriately and efficiently to our residents, for the effective spending of their tax and fee dollars on a value added basis, and to visitors for the dollars they spend in our City.

2018 CAPITAL BUDGET

Fire Stations and Equipment

The City of Scranton presently maintains eight (8) fire stations. Each station has been evaluated, generally, regarding repairs and improvements and all require varying degrees of maintenance. A thorough repair analysis was completed by Highland Associates in March 2016. The projected cost of required and recommended improvements is approximately \$1.90 million. This cost will be funded primarily by a \$1.75 million general obligation note issued in August 2016 as a component of the parking debt refunding transaction. Upon completion of the improvements, ongoing facility maintenance should be managed on a yearly basis to avoid costly outlays due to neglect. The funds dedicated for this project reside in a Special Cities account.

Unlike prior years, the capital budget does not include funding for police and fire department equipment. The fire department has secured \$330,000 in Local Services Account grant funding for the acquisition of a new ladder truck. The total cost of the truck is estimated at \$1.00 million. The cost will be funded by a commercial equipment lease.

Bridges, Roads, and Sidewalks

A vast amount of improvement is needed to the City's infrastructure, including roadway resurfacing and structural bridge repairs. The 2017 Capital Budget included operating expenditures funding for a comprehensive roadway resurfacing project funded by the Pennsylvania Transportation Infrastructure Bank program.

The 2018 Capital Budget anticipates the funding match requirement for the West Lackawanna Avenue, Main Avenue, and Elm Street Bridge Improvement Projects. Project management will be undertaken by Commonwealth of Pennsylvania Department of Transportation. The primary funding source will be the Commonwealth.

PARK SYSTEM

Weston Field and Weston Park

Continued improvements to the parks will be requested from the Weston Foundation as needed and as approved by the Trustee.

Connell Park

Ongoing maintenance will be provided as needed.

Novembrino Complex

The City of Scranton has received approval for a comprehensive improvement project for the Complex. The project architect is McClane Associates. The projected cost, as designed, approximates \$750,000. Partial funding was awarded through a grant approved by the Commonwealth of Pennsylvania Department of Conservation and Natural Resources. Additional sources include a 2016 Community Block Grant allocation and a limited contribution from the City's general fund. The project is not a function of the Capital Budget but any funding deficiencies may be offset by a capital funding component.

Nay Aug Park

The City of Scranton Municipal Recreation Authority in conjunction with assistance from the City of Scranton will need to identify a funding source for improvements to the Park pool.

Neighborhood Parks

The City of Scranton will continue to access funding sources for improvements to the park system, such as the Pocket Park Grant Program used previously. Improvement to Crowley Park will be undertaken with a rededicated source of funds received by the City. The project will be a function of the operating budget.

The downtown green space project is a capital budget project and will be funded accordingly through a direct allocation from the fund.

BUILDING IMPROVEMENTS

The City has not previously accessed funds from the Capital Projects Fund for renovations as the budget has not been funded. City Hall has significant structural issues and requires an infusion of funding not feasible through the Operating Budget. A masonry assessment recently completed by Masonry Preservation Associates includes a detailed review of improvements to the superstructure of the building. Required masonry improvements range from \$2.50 to \$3.00 million. The overall cost to improve the building will be measurably higher and has not yet been quantified. A limited amount of funding is identified in the Capital Budget but should not be deployed without a comprehensive funding source.

FLOOD CONTROL PROJECTS

The City of Scranton will seek to deploy funds, including those in escrow, to improve specific components of the flood protection system, include the levees. The funding for these projects is not included in the Capital Budget but the projects have eligibility for their use. The Parker Street Levee Completion Project is presently underway in conjunction with support from the Army Corps of Engineers. The City maintains funds in escrow of approximately \$1.50 million; the Corps of Engineers have approximately \$500,000 initially allocated for the project. Project completion may require an additional \$1.00 to \$2.00 million if ring wall construction is required which will be funded by the Corps.

The interim improvements to the Meadowbrook Creek will also access the above funding source for completion.

TOTAL CAPITAL BUDGET: \$2,000,000

207	2018 Capital Budget		2018	2019	7	2020	2021		2022
Revenues:	:al								
Account #	Source								
	Surplus/(Deficit) from Previous Year	↔	₹ \$	1,550,000.00	42	1,550,000.00 \$	350,000.00	\$	150,000.00
	Proceeds from Sale of Sewer Assets	ᡐ	2,000,000.00 \$	1	٠,٨	⋄	ı	÷	ı
		↔	₹ \$	4	τΛ.	⋄	ı	ጭ	ı
		↔	\$\frac{1}{2}	ŧ	٠Λ.	⇔	•	↔	1
		ᡐ	\$·	1	10.	٠ '	ı	\$	ı
		↔	\$	ı	٠,	.	1	↔	1
		❖	\$,	٠,		1	÷	1
		√ >	⇔	ŀ	₩	⊹	ţ	↔	ı
		↔	₹ \$	ı	.	,	1	❖	ŧ
		\$	\$	ι	\$	⊹	ı	Ϋ́	t
Total Revenue	e.	\$	2,000,000.00 \$	1,550,000.00	\$ 1	\$ 00.000,051	350,000.00	\$	150,000.00
Expenses:									
Account #	Source								
	Land Acquisition for Greenspace	↔	450,000.00 \$	1	472	⋄	ı	₩	3
	Improvements to City Hall	\$	₹	1	10.	300,000,000	200,000.00	٠	150,000.00
	Matching Funds for Bridge Replacement	\$	₹ }	1	4٨.	\$ 00.000,006	1	₩	Ę
		❖	₹ }	1	40.	· ·	ŧ	₹⁄}-	ı
		ᡐ	₹ }	1	۲ ۸.	⊹	t	\$	ı
		❖	,	1	٠Λ.	\$ -	ı	❖	1
		❖	\$	ı	10	⊹	i	⋄	ı
		↔	\$	1	\$	₹	1	❖	ì
		ᡐ	\$	3	₩.	ι	ı	↔	i
		\$	\$ -	J	\$:	\$ -	ı	↔	ŧ
Total Expense	di	ş	450,000.00 \$	1	\$ 1	\$ 00.000,002,1	200,000.00	\$	150,000.00
Net Surplus/(Deficit)	Deficit)	\$	1,550,000.00 \$	1,550,000.00	40	350,000.000 \$	150,000.00	\$5	ŧ

Matching Funds Bridge Replacement

The Commonwealth of Pennsylvania will cover 95% of the project.

The expense represents the contribution on the city's part.

The bridges to be replaced are: West Lackawana Avenue, Elm Street, and Main Street.

18,000,000.00	17,100,000.00	900,000,006
↔	nts: \$	❖
Total Estimated Cost:	Less Commonwealth's commitments: \$	Estimated City Contribution:

Land Acquisition for Greenspace

into a greenspace. The expense represents the cost of acquiring and improving the land. The City plans to acquire land on the corner of Linden St. and Wyoming Ave. to develop

City of Scranton 2018 Capital Budget

2018 Capital Budget (Fund 16)

City of Scranton Capital Improvement Plan

Previous Capital Budget (Fund 9)

Fund 9-1997 Bond Projects

CITY OF SCRANTON 2018 CAPITAL IMPROVEMENT PLAN (CIP)
FUND 09 - 1997B FLOOD PROJECT BUDGET
ESTABLISHED AND FUNDED BY FILE OF COUNCIL NO. 77,1997

Budgeted Revenues	103,639.56	103,639.56
	८ ५ ५ ५	÷ 8
Capital Project	MISC REVENUES OPERATING TRANSFER FROM OTHER FUNDS INTEREST 1997B FLOOD BOND FLOOD BOND NON DEPARTMENTAL ACTIVITIES	TOTAL APPROPRIATIONS
Account Number	09.380.38000 09.392.39331 09.401.38536 09.401.85180	

CITY OF SCRANTON 2018 CAPITAL IMPROVEMENT PLAN (CIP) FUND 09 - 1997B FLOOD PROJECT BUDGET ESTABLISHED AND FUNDED BY FILE OF COUNCIL NO. 77,1997

Remaining Appropriation As of July 7, 2017	103,639.56	103,639.56
Remaini As o	↔	8
Capital Project	09.401.85180.4299 FLOOD BOND - OPERATING EXPENSES	TOTAL APPROPRIATIONS
Account Number	09.401.85180.4299	



DEPARTMENT OF LAW

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

August 16, 2017

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED
AUG 1 6 2017

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE APPROVING AND ACCEPTING THE CITY OF SCRANTON CAPITAL BUDGET FOR THE YEAR 2018 PURSUANT TO SECTION 904 OF THE CITY'S HOME RULE CHARTER.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

JLS/sl

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH A&M ELECTRICAL CONSTRUCTION INC. TO PROVIDE MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON FOR THE PERIOD OF ONE (1) YEAR FROM SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2018.

WHEREAS, a request for Proposals was advertised for Maintenance of Traffic Signalization for the City of Scranton only one (1) conforming proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to A&M Electrical Construction Inc. as they were the lowest most responsible bidder with the proper certification.

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 A&M Electrical Construction Inc. to provide Maintenance of Traffic Signalization for the City of Scranton for the period of one (1) year from September 1, 2017 through August 31, 2018.

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

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

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

CONTRACT

This contract entered into this day of	2017 effective from
September 1, 2017 to August 31, 2018 by and between	the City of Scranton, 340
North Washington Avenue, Scranton, PA 18503, hereinafter called	"Scranton" and
A&M ELECTRICAL CONSTRUCTI	ON INC.
195 WASHINGTON AVENUE	

WEST WYOMING, PA 18644 PHONE NO. (570) 237-5137

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

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

MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON PER THE ATTACHED BID PROPOSAL AND SPECIFICAITONS

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 A&M Electrical Construction Inc. dated July 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:

TYPE OF INSURANCE	LIMITS OF LIABILITY
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)	\$1,000,000.00 aggregate
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 finds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:	
CITY CLERK	BY:MAYOR
DATE:	DATE:
COUNTERSIGNED:	
CITY CONTROLLER	DIRECTOR DEPARTMENT OF PUBLIC WORKS
DATE:	DATE:
APPROVED AS TO FORM:	
CITY SOLICITOR	
DATE:	
	A&M ELECTRICAL CONSTRUCTION INC.
	BY:
	TITLE:
	DATE:



DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET . SCRANTON, PENNSYLVANIA 18508 . PHONE: 570-34

Date:

July 25, 2017

Subject:

City of Scranton

Maintenance of Traffic Signalization

To:

Jessica Boyles, Esquire

City Solicitor

From:

Dennis Gallagher DC

Director Public Works

This is to inform you that we intend to award a contract to A & M Electrical. This contract is for Maintenance of Traffic Signalization. A & M Electrical was the lowest, most responsible bidder.

Please prepare the necessary contracts, as soon as possible.

Thank you for your cooperation in this matter.

Cc: Mayor William Courtright

Mrs. Roseann Novembrino, City Controller

Ms. Julie Reed, Purchasing Clerk

Department of Business Administration

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



SCRANTON

July 24, 2017

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

Dear Mr. Gallagher:

This is to inform you that bids were opened on Monday, July 24, 2017 in Council Chambers for the Maintenance of Traffic Signalization.

Attached please find a copy of the bid submitted by the following company

A&M Electrical

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

Thank you for your cooperation in this matter.

Purchasing Clerk

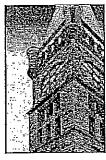
Attachments

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

June 29, 2017

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

Dear Mr. Gallagher,

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

MAINTENANCE OF TRAFFIC SIGNALIZATION AS PER SPECIFICATIONS

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

Thank you for your cooperation in this matter.

Sincerely

\Julie Reed

Purchasing Clerk

CC: Mayor William Courtright

Mrs. Roseann Novembrino, City Controller

Mrs. Lori Reed, City Clerk

Mr. David Bulzoni, Business Administrator

Mrs. Rebecca McMullen, Financial Manager

Ms. Jessica Boyles, City Solicitor

File

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT HER OFFICE IN CITY HALL, 2ND FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL MONDAY, JULY 24, 2017

AT 10:00 A.M., AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

MAINTENANCE OF TRAFFIC SIGNALIZATION AS PER SPECIFICATIONS

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

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF 10% AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME.

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

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

DAVID BULZONI BUSINESS ADMINISTRATOR

Work To Be Preformed

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

Work by the City and Additional Awards of Contracts

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

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

Inspection

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

Work Performance

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

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

Any persons performing installation, repair, and maintenance of all electrical work must be IMSA Traffic Signal Technician Level II certified. Proof of a current IMSA Level II Certificate must be submitted with the bid proposal in order for the same to be considered.

All work shall be performed in a neat and workmanlike manner. All equipment and material or equipment replaces shall be held available for inspection by the Municipality prior to disposal by

the Contractor. Work shall be in complete conformance with Penn Dot's Publication 191, except as modified herein in terms of agreement and scope, and any and all state and federal specifications, regulations and requirements.

Maintenance and Protection of Traffic

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

Damaged Parts, Materials and Equipment

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

Transportation

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

Test Equipment and Tools

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

Union Labor

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

Description of Work

The Contractor shall designate in writing an emergency telephone number where he may be contacted concerning response on-call service. The Contractor shall be on-call twenty four (24) hours seven (7) days a week including holidays, for the purpose of making repairs. Contractor may also designate a contract number for scheduled work in category 4 below. When a system or installation is not in operation or illuminated due to equipment failure or external damage, and authorized person (Director of Public Works, Chief of Police, etc.) will notify the Contractor of such failure. The Contractor shall respond and be on site to correct the failure within the response times defined below.

The response time for the Contractor is classified into the following categories:

- Category 1. When notification is received between 7 am and 6 pm Monday thru Friday. The response time shall be no more than one hour.
- <u>Category 2.</u> When notification is received any other time or day. The response time shall be no more than one and a half hours.
- Category 3. When an emergency or dangerous situation exists, in which case the Contractor s hall immediately dispatch qualified personnel to eliminate such conditions.
- Category 4. Non emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.
- Category 5. Emergency pole replacement with new control box and transfer of service

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

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

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

Material [

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

Method of Payment

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

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

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

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

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

<u>Penalties</u>

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

Agreements

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

The terms of this contract shall not exceed one (1) year.

Basis of Bid:

1. Emergency and scheduled service, Monday throu	igh Friday 7 ai	n to 6 pm (Cate	gory 1&4)
	Man hour Truck	\$ \$	_/hour _/ hour
2. Emergency service, any other time (Category 2&	:3)		
	Man hour Truck	\$ \$	_/hour _/hour
3. Emergency service, any other time (Category 5)			
	Man hour Truck	\$ \$	_/hour _/hour
4. Include mark-up cost for materials and supplies		,	
		\$	_ Percent

AFFIRMATIVE ACTION CERTIFICATION

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

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not posses 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.

In 18 U.S.C. 1001.	
DATE	
, if	(Name of Bidder)
	Ву
	Title

NOTE: The penalty for making false statements in offers is prescribed

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF	
COUNTYOF	
and says that:	, being first duly sworn, deposes
1) He is_	(Owner, partner, officer, representative or agent)
of	, the Bidder that has submitted the bid;
2) He is fi	ully informed respecting the preparation and contents of the attached

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

NON-COLLUSION AFFIDAVIT SIGNATURE PAGE

	SIGNED		
		(TTTLE)	
SUBSCRIBED AND SWORE			·
THIS	_DAY OF		, 20
(TITLE)			
MY COMMISSION EXPIRES			. 20

Penalties

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

Agreements

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

The terms of this contract shall not exceed one (1) year.

Basis of Bid:		
1. Emergency and scheduled service, Monday throu	igh Friday 7 am	ı to 6 pm (Category 1&4)
	Man hour Truck	\$ 78 /hour \$ 30 /hour
2. Emergency service, any other time (Category 2&	:3)	
	Man hour Truck	\$ 94 /hour \$ 20 /hour
3. Emergency service, any other time (Category 5)		
	Man hour Truck	\$ 108 /hour \$ 25 /hour
4. Include mark-up cost for materials and supplies		·
		\$/5 Percent

AFFIRMATIVE ACTION CERTIFICATION

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

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not posses 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:	7-24-2017	- A+M Electrical ConsTruction
		(Name of Bidder)
		BY Make Kuhancheld
		TITLE Rudjest Mananger

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	7-24-2017	
		A+M Electrical Construction
:	•	(Name of Bidder)
		By Pulse Ruhachik
		Title Prodject Manager

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania
COUNTY OF LUZERNE
Mixhael Kuhaaclik being first duly sworn, deposes and says that:
1) He is Representative (Owner, partner, officer, representative or agent)
of A+M Electrical Construction, the Bidder that has submitted the bid
2) He is fully informed respecting the preparation and contents of the attached

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

NON-COLLUSION AFFIDAVIT SIGNATURE PAGE

SUBSCRIBED AND S	WORN TO BEFOR	RE ME .	
THIS 24^{+l}	DAY OF _	JUly	,20 <u>/7</u>
Wolary (TICLE)	Engle	COMMONWEALTH OF F NOTARIAL Michael J. Lynady, N City of Scranton, Lacka My commission expires A	SEAL, Notary Public
MY COMMISSION EX	pires AUG	UST 10	20/9



pites: 12/31/2017 - IMSAND#: 11989

ERIE INSURANCE COMPANY BID BOND

Know All Men by Olese Aresents,	Bond No AA8846,
That we, A & M Electrical Construction, Inc. (hereinafter called the Principal) as Principal and the ERIF corporation duly organized under the laws of the State	
as Surety, are held and firmly bound unto. City of Scrantor	
hereInafter called the Obligee (
good and lawful money of the United States of Americ and truly to be made, the said Principal and Surety bind to administrators, successors and assigns, jointly and severa	hemselves their and pook of their below of money well
Signed, sealed and dated this ,24th	day of July , A.D. 17
THE CONDITION OF THIS OBLIGATION IS SUCH: T	
days to the Principal for	
according to the terms of the proposal or bid made by dully make and enter into a contract with the Obligee or bid and award and shall give bond for the faithful papproved by the Obligee; or if the Principal shall, in case which the Obligee may suffer by reason of such fallure this obligation shall be null and vold; otherwise it shall be an	y the Principal therefor, and the Principal shall in accordance with the terms of said proposal seriormance thereof with the Surety or Sureties of fallure so to do, pay the Obliges the damages and escending the penalty of this bond, then it is demaind in full force and effect.
n Testimony Whereof, the Principal and Surety have caus	sed these presents to be duly signed and sealed.
	Principal. A & M Electrical Construction, Inc.
Vitness:x Mhua Rychwalsh	By: * / []
/Ilness: X Katherine D. Pawlak	By:. X Sward Wysto Attornay In-Fact Edward A. Mazzedi.



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Erie, Pennsylvania, does hereby make, constitute and appoint Marc Cipriani, Senior Vice President; Leo Heintz, Vice President; Edward A. Mazzeo; Katherine D. Pawlak; and Darlene Musica, its true and lawful Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, any and all bonds which are or may be allowed, required or permitted by law, statute, rule regulation, contract or otherwise, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS (\$5,000,000) and that the execution of such instrument shall be binding upon ERIE INSURANCE COMPANY.

This Power of Attorney is signed and sealed by facsimiles under and by the authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting duly called and held on the 2nd day of September, 2016, and said resolution has not been amended or repealed:

RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 2nd day of September, 2016.

1972 AND RESPONDENCE OF THE PROPERTY OF THE PR

Timothy G. NeCastra Chief Executive Officer

STATE OF PENNSYLVANIA COUNTY OF ERIE

SS.

On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, Chief Executive Officer, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



My commission expires June 27, 2020

Notary Public

CERTIFICATE

I, Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy and is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company, this 24th day of July 2017

1972 AND THE THE PARTY OF THE P

Mian W. Bolash



DEPARTMENT OF LAW

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

August 4, 2017

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

AUG - 4 2017

Dear Honorable Council Members:

OFFICE OF CITY COUNCIL/CITY CLERK

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH A&M ELECTRICAL CONSTRUCTION INC. TO PROVIDE MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON FOR THE PERIOD OF ONE (1) YEAR FROM SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2018.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

JLS/sl

RESOLUTION NO.

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS BY AND BETWEEN THE CITY OF SCRANTON AND TOYOTA OF SCRANTON, INC. TO ACCEPT THE DONATION OF A NEW TOYOTA CAMRY TO BE USED BY THE SCRANTON POLICE DEPARTMENT AS A SUPERVISOR'S CAR.

WHEREAS, ARR Investments, LLC d/b/a Toyota of Scranton will at no cost to the city, outfit and donate to the City of Scranton Police Department a new Toyota Camry vehicle to be used by the Police Department as a Police Supervisor's car; and

WHEREAS, it is necessary for the Mayor and other appropriate city officials to execute and enter into the Agreement attached hereto and incorporated herein by reference hereto as Exhibit "A" by and between the City of Scranton and Toyota of Scranton, Inc. setting forth the terms and conditions of the donation.

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 an Agreement by and between the City of Scranton and Toyota of Scranton, Inc. to accept the donation of a new Toyota Camry to be used by the Scranton Police Department as a Supervisor's car.

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.

JERRY WEINBERGER P.C.

ATTORNEY AT LAW
415 WYOMING AVENUE
SCRANTON, PENNSYLVANIA 18503

TELECOPIER 570-963-8880

TELECOPIER 570-963-9372

EMAIL

JWEINBERGER@CORP-LAW.NET



July 18, 2017

City of Scranton 340 N. Washington Avenue Scranton, PA 18503 Attn: City Solicitor Via hand delivery.

Re: Proposed Agreement By and Between Toyota of Scranton and the City of Scranton

Dear Attorney Boyles,

Attached please find the proposed Agreement By and Between Toyota of Scranton and the City of Scranton regarding Toyota's donation of a Toyota Camry for use as a supervisors car for the police dept. I am attaching a copy of the proposed Agreement for your review and comments.

I have also enclosed the prior City Counsel Ordinance accepting the Toyota on behalf of the City of Scranton.

I would like to receive your comments at the earliest possible time, since Toyota would like to make the donation soon after the acceptance by the city and the adoption of the City Ordinance.

If you require any further information or would like to meet, as to the prior Agreement, please call me at your convenience.

Sincerely,

Jerry J. Weinberger, P.C.

Jerry J/Weinberger, Esquire

JJW/dw

Cc:

Honorable William Courtright

Toyota of Scranton

Enc.

AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON AND TOYOTA OF SCRANTON, INC.

This Agreement is by and between the City of Scranton ("City") and ARR Investments, LLC d/b/a/ Toyota of Scranton ("Toyota of Scranton"), a Pennsylvania Limited Liability Company whereby Toyota will provide a new Toyota Camry (described below) at no cost, to the City of Scranton under the terms and conditions as follows:

- 1. A Toyota Camry VIN JTNB11HK0J3004241 will be provided by Toyota to the City of Scranton exclusively for use as a police supervisors vehicle.
- 2. The Effective Date of this Agreement will be the date on which the City accepts the vehicle.
- 3. The Term of the Agreement is for the earlier of (i) twelve (12) months beginning on the Effective Date or (i) the vehicle reaching fifty thousand (50) miles.
- 4. Toyota of Scranton, at its own expense, will completely outfit the vehicle to be used solely for a Police Supervisor vehicle for the City of Scranton Police Department.
- 5. The City will take title to the vehicle.
- 6. Proceeds from any insurance claim regarding the vehicle during the Term shall be made payable to Toyota of Scranton which will utilize the insurance funds to repair or replace the vehicle.
- 7. All body work on the vehicle shall be done at Toyota of Scranton at City expense.
- 8. All warranty work will be done at Toyota of Scranton at Toyota's expense.
- 9. The City must service the vehicle at Toyota of Scranton at five (5) thousand mile increments for the Term of the Agreement which service will be at Toyota of Scranton's expense.
- 10. At the end of the Term, Toyota of Scranton shall have the right to repurchase the vehicle for One (\$1.00) Dollar.
- 11. The City of Scranton will prepare and present an Ordinance to City Counsel to accept the donation by Toyota of Scranton to the City in accordance with the Terms of this Agreement and subject to the City Ordinance accepting the vehicle. The Ordinance shall be attached hereto as Exhibit "1" and become a part hereof.

Both parties agree to the above terms an authorized representatives signature below this	ad conditions set forth in this Agreement by their day 2017.
TOYOTA OF SCRANTON, INC.	CITY OF SCRANTON
President	City Authorized Representative
ATTEST:	CITY OF SCRANTON
By:City Clerk	By: William L. Courtright, Mayor
Date:	Date:
	By: Roseann Novembrino, City Controller
	Date:
APPROVED AS TO FORM:	
By:	
Date:	



DEPARTMENT OF LAW

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

August 4, 2017

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

AUG - 4 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 AN AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS BY AND BETWEEN THE CITY OF SCRANTON AND TOYOTA OF SCRANTON, INC. TO ACCEPT THE DONATION OF A NEW TOYOTA CAMRY TO BE USED BY THE SCRANTON POLICE DEPARTMENT AS A SUPERVISOR'S CAR.

Respectfully,

Jessida L. Eskra, Esquire

City Solicitor

JLS/sl