

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**September 21, 2017**  
**6:30 PM**

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES:
  - 3.A TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD OCTOBER 11, OCTOBER 12, AND OCTOBER 18, 2017.  
  
[Tax Assessor's Report for 10-11-17, 10-12-17 & 10-18-17.pdf](#)
  - 3.B CONTROLLER'S REPORT FOR MONTH ENDING AUGUST 31, 2017.  
  
[Controller's Report 8-31-17.pdf](#)
  - 3.C MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD AUGUST 16, 2017.  
  
[Non-Uniform Municipal Pension Board Minutes 8-16-17.pdf](#)
  - 3.D MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD AUGUST 16, 2017.  
  
[Scranton Police Pension Commission Meeting 8-16-17.pdf](#)

- 3.E MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD AUGUST 16, 2017.

[Composite Pension Board Minutes 8-16-17.pdf](#)

- 3.F AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD SEPTEMBER 20, 2017.

[Agenda for Non-Uniform Municipal Pension Board 9-20-17.pdf](#)

#### 4. CITIZENS PARTICIPATION

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

##### 5.A MOTIONS

- 5.B FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018.

[Ordinance-2017 OECD Action Plan.pdf](#)

- 5.C FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 17 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (“JAG”) PROGRAM-LOCAL SOLICITATION IN THE

AMOUNT OF \$19,133.00.

[Ordinance-2017 JAG Grant \\$19,133 for Police Department.pdf](#)

- 5.D FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE THE DEED CONVEYING TITLE FROM RSM PROPERTIES, LLC, THE PROPERTY LOCATED AT 248-256 WYOMING AVENUE, SCRANTON, PENNSYLVANIA TO THE CITY OF SCRANTON, AS MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF.

[Ordinance-2017 Deed Conveying Title to 248-256 Wyoming Avenue.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON AND, IF SUCCESSFUL, ACCEPT THE FUNDS RELATED THERETO THROUGH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF \$75,000.00 TO BE USED TO DEVELOP A CHESAPEAKE BAY POLLUTION REDUCTION PLAN.

[Resolution-2017 Grant PA DCED \\$75K for Chesapeake Bay Pollution Reduction Plan.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH CC CLEANING SERVICES FOR JANITORIAL SERVICES FOR SCRANTON CITY HALL AND THE SCRANTON POLICE HEADQUARTERS FOR A ONE (1) YEAR PERIOD.

[Resolution-2017 Contract with CC Cleaning Services for City Hall and Police HQ.pdf](#)

## 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 117, 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.

[Ordinance-2017 Special City Acct for Lindy Creek Project.pdf](#)

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - FILE OF THE COUNCIL NO. 113, 2017 - 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](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - FILE OF THE COUNCIL NO. 114, 2017 - 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](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - FILE OF THE COUNCIL NO. 115, 2017 - 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](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 184, 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.

[Resolution-2017 Contract with Reilly Associates for Meadowbrook Creek Improvements.pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 185, 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.

[Resolution-2017 Contract with Kansas State Bank for Trucks for](#)

[the DPW.pdf](#)

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 186, 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.

[Resolution-2017 Contract with Municipal Leasing for Ariel Platform Truck for SFD.pdf](#)

- 7.G FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 187, 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.

[Resolution-2017 Grant Application for Purchase of 75 Tasers for SPD.pdf](#)

- 7.H FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 188, 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.

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

- 7.I FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - RESOLUTION NO. 189, 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.”

[Resolution-2017 Apply for a RACP Grant for Scranton Counseling  
Center.pdf](#)

## 8. ADJOURNMENT

# TAX ASSESSOR'S REPORT

Hearing Date: 10/11/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	NOTARI MARY L	SCRANTON	16707C0N02903		15000	
12:20 PM	SLONEM HUNT	SCRANTON	14677010008		10100	
12:20 PM	SLONEM HUNT	SCRANTON	1467701000701		52200	
12:20 PM	SLONEM HUNT	SCRANTON W-17	14677010009		10100	
12:30 PM	WELBY THOMAS	SCRANTON	14519010019		4800	
12:35 PM	CMF J REALTY LLC	SCRANTON	14508040023	JAMES TIERNEY IV	40000	
12:35 PM	CMF J REALTY LLC	SCRANTON	14508040024	JAMES TIERNEY IV	19000	
12:45 PM	ZUMMO JOSEPH	SCRANTON	16717050004		45000	
12:50 PM	NOONE ROBERT P & MARY JO	SCRANTON	1440205002304		20000	
1:00 PM	DUFFY PHILIP & SALLY ANN	SCRANTON	16707010067		12500	
1:05 PM	STRONG ROBERT	SCRANTON	16717040053		14000	
1:15 PM	GAVERN MATTHEW R	SCRANTON CITY	14412010051	SEAN GALLAGHER	18000	
1:15 PM	MJT DEVELOPMENT LLC	SCRANTON	13513020037	SEAN GALLAGHER	5750	
1:25 PM	MCCORMACK CONNIE & SALERNO	SCRANTON	15606020025		12000	
1:30 PM	AUER MICHAEL & LISA	SCRANTON	1341504001141		23500	
1:40 PM	HEIMRICH JASON WAYNE	SCRANTON	13513040071		11500	
1:45 PM	GALLAGHER KEVIN & ROBYN	SCRANTON	13407040013		8000	
1:50 PM	AYALA RACHEL & MARTINEZ-AYALA	COVINGTON	22801040056		5500	
1:55 PM	CHIAVACCI RONALD & SHARON	SCRANTON	15615010051		17700	
2:05 PM	MIN PROPERTIES LLC	SCRANTON	14618050028	MATTHEW BARRETT	30000	
2:10 PM	SJP RENTALS LLC	SCRANTON	16616020031		1000	
2:15 PM	MULBERRY REALTY GROUP LLC	SCRANTON	15628020003		30000	
2:25 PM	YANOVER ROBERT ST	SCRANTON	15710050039		19000	
2:25 PM	YANOVER ROBERT	SCRANTON	15721010005		35000	
2:35 PM	POOJA I LLC	SCRANTON	14618070011		12000	
2:40 PM	ROEDER BRIAN D & RACHAEL J	SCRANTON	15712010033		32000	
2:45 PM	COSGROVE MARGARET	SCRANTON	13518040031		21000	
2:50 PM	MORAN KURT P	SCRANTON	15719010036	JAMES POWELL	5608	
2:50 PM	MORAN KURT P & JILL	SCRANTON	15718010027	JAMES POWELL	29500	
3:00 PM	HURLEY AUSTIN	SCRANTON	12303020010		11000	
3:00 PM	223 STEPHEN AVE LLC	SCRANTON	14518010014		18000	
3:00 PM	BENDIX PROPERTIES LLC	TAYLOR	16615020033		15000	
3:00 PM	HURLEY JUDY	SCRANTON	13412060002		10500	
3:15 PM	NETTI DOMINICK M	SCRANTON	1570703003001	ARMOND OLIVETTI	4600	
3:20 PM	DDRC REALTY COMPANY	OLD FORGE	18407030036	ARMOND OLIVETTI	5000	
3:20 PM	DDRC REALTY COMPANY	OLD FORGE	18407030035	ARMOND OLIVETTI	20000	
3:20 PM	DDRC REALTY COMPANY	OLD FORGE	18411030009	ARMOND OLIVETTI	50000	
3:20 PM	DDRC REALTY COMPANY	JEFFERSON	15003010015	ARMOND OLIVETTI	32000	



Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
3:30 PM	REGINAS ESTATES LLC	CARBONDALE CITY	04518040048		9000	
3:30 PM	REGINAS ESTATES LLC	CARBONDALE CITY	05509080044		8500	
3:30 PM	REGINAS ESTATES LLC	JEFFERSON TWP	11803040020		12000	
3:30 PM	REGINAS ESTATE LLC	CARBONDALE CITY	05419060002		13000	
3:30 PM	CICILIONI JOHN	VANDLING	01608030009		8500	
3:30 PM	REGINAS ESTATES LLC	CARBONDALE CITY	04514020003		6857	
3:30 PM	REGINAS ESTATES LLC	CARBONDALE CITY	04510010019		9000	
TOTAL RECORDS					45	

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**TAX ASSESSOR'S REPORT**

Hearing Date: 10/12/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	KOCHIS BARBARA	ARCHBALD	09420050027		17000	
12:20 PM	SERINO JAMES F & CATHERINE T	OLD FORGE	18415040011		30000	
12:30 PM	HANCHULAK VICTOR & ANNETTE	GREENFIELD TWP	0320101000804	WALTER CASPER	22600	
12:30 PM	GRIZZANTI JOSEPH G	OLYPHANT	1250209001123	WALTER CASPER	28460	
12:30 PM	LONG SAMUEL P & LYNDSAY M	FELL	03511030038	WALTER CASPER	22800	
12:30 PM	BRENNAN TIMOTHY R JR & TAMMY	FELL TWP	0240302000601	WALTER CASPER	56500	
12:30 PM	MILLER CASSIDY	FELL TWP	03519030022	WALTER CASPER	20000	
12:45 PM	DAVIS ANN C/O DEVEREAUX DAVID	DALTON	0681203000800		17930	
12:55 PM	OBRIEN TIMOTHY P & DEBBIE M	GLENBURN	0800104000515	KURT LYNOTT	29000	
12:55 PM	OBRIEN REBECCA	GLENBURN	0800304000710	KURT LYNOTT	18000	
1:05 PM	DESANDO JOSEPH & CLARA	DUNMORE	14709070003		9000	
1:05 PM	DESANDO JOSEPH & CLARA	DUNMORE	14709070004		4550	
1:15 PM	SEEGER WILLIAM & JANE	DUNMORE	1470503002712		18000	
1:20 PM	FEDERAL NATIONAL MORTGAGE AS	SCRANTON	15660030038		2450	
1:30 PM	KIM NICOLE Y K	MOOSIC	19302010023	JASON OMALLEY	31700	
1:30 PM	PIWOWARSKI JOSEPH & SAMANTH	OLYPHANT	11406080024	JASON OMALLEY	14600	
1:30 PM	CURRA THOMAS MARION	ABINGTON	08103030005	JASON OMALLEY	31000	
1:30 PM	FOLEY EDWARD & MARIA	SCRANTON	1230203002207	JASON OMALLEY	20000	
1:30 PM	KIMBLE LAWRENCE J & KATHLEEN	SCRANTON	16806010049	JASON OMALLEY	14500	
1:30 PM	HOLMES PAUL A & VIRGINIA	SCRANTON	13514010067	JASON OMALLEY	30000	
1:30 PM	MOYLE, MARG & DOUG & BISIGNANI	SCRANTON	15705030012	JASON OMALLEY	22650	
1:30 PM	DONOVAN ROBERT J & NANCY A	SCRANTON	15712010034	JASON OMALLEY	27000	
1:30 PM	FOLEY EDWARD J & MARIA T	SCRANTON	1230203002208	JASON OMALLEY	4350	
1:50 PM	EAS7 REALTY LLC	SCRANTON	13505050048		7751	
1:55 PM	EASTMAN JOHN & PAULINE	SCRANTON	14518030025		9450	
2:05 PM	RES1016 LLC	SCRANTON	15620040058		12000	
2:10 PM	REED DRILLING CORPORATION	DALTON	0681503002600	LORI BOLICK	20528	
2:10 PM	ZYMBLOSKY GERALD P & RITA	SCRANTON	12319030015	LORI BOLICK	19000	
2:10 PM	ZYMBLOSKY GERALD P & RITA	SOUTH ABINGTON	1110101000303	LORI BOLICK	55000	
2:25 PM	SANDERSON LLC	SCRANTON	13517020057	JILL SPOTT	35000	
2:25 PM	922 CLAY AVE LLC	SCRANTON	13510090016	JILL SPOTT	9000	
2:25 PM	LOSS LINDSEY R & JAMES P	SOUTH ABINGTON	0900301001418	JILL SPOTT	46000	
2:25 PM	1013-1015 E GIBSON ST LLC	SCRANTON	14678020023	JILL SPOTT	17000	
2:40 PM	GURUNG SOM L	SCRANTON	17706020046		15900	
2:45 PM	PHILLIPS THERESA A	SCRANTON	1680602000601		23400	
2:55 PM	JONES KEVIN & CHRISTINE	SCRANTON	14618050067		12000	
3:00 PM	WEINBERGER JJ & JUDITH J	SCRANTON	15705020007	ANN LAVELLE POWELL	30000	
3:00 PM	WEINBERGER STEVEN L & GAIL K	ABINGTON	06904020030	ANN LAVELLE POWELL	71700	



Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
3:00 PM	WEINBERGER NANCY J	SCRANTON	14678020031	ANN LAVELLE POWELL	35000	
3:10 PM	HINES JOSEPH K	SCRANTON	15753010023		6000	
3:15 PM	KRIEGER LEONARD J & PATRICIA D	SCRANTON	15613020010		12000	
3:25 PM	MARINCHAK MICHAEL & LORIANN	SCRANTON	14402040042		19000	
3:30 PM	LACKAWANNA COUNTY LAND BANK	SCRANTON	13420060021		37500	
TOTAL RECORDS					43	

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# TAX ASSESSOR'S REPORT

Hearing Date: 10/18/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:00 PM	TWO HUNDRED WYOMING AVE PR	SCRANTON	15627020008		160000	
12:00 PM	420 SPRUCE STREET PROPERTIES	SCRANTON	15635010004		35000	
12:00 PM	TWO HUNDRED WYOM AVE PROPE	SCRANTON	1562702000801		126000	
12:15 PM	CEDAR REALTY INVESTMENTS LLC	SCRANTON WD-13	13517040004	RONALD CORKERY	91750	
12:15 PM	CEDAR REALTY INVESTMENTS LLC	SCRANTON	13505010003	RONALD CORKERY	5000	
12:25 PM	409 HOLDINGS LLC & MS 409 LOFT	SCRANTON W-8	15635010001	THOMAS J MACNEELY	321500	
12:40 PM	PETTINATO REALTY CO. INC.	SCRANTON W-9	15627020038		303000	
12:40 PM	WYOMING & SPRUCE ASSOCIATES	SCRANTON	15627020014		212000	
1:00 PM	EVANISH REALTY LLC	SCRANTON	14583030004	PATRICK LAVELLE	225400	
1:15 PM	SCRANTON PARKING AUT C/O SWE	SCRANTON	14583030006		203550	
1:30 PM	PHILA SUBURBAN DEV CORP	SCRANTON W-16	14575020011	JOHN VAN ALLEN	85000	
1:30 PM	PHILA SUBURBAN DEV CORP	SCRANTON W-16	14575020010	JOHN VAN ALLEN	30000	
1:45 PM	HAJOCA CORPORATION	SCRANTON	15611010003		276000	
2:00 PM	POLISH NAT'L CATHOLIC UNION	SCRANTON W-11	15619040039	JOEL WOLFF	522500	
2:10 PM	D&D SNB LLC	SCRANTON	15635020008	FRANCIS HOEGEN	43760	
2:10 PM	D&D SNB LLC	SCRANTON	15635020007	FRANCIS HOEGEN	151240	
2:30 PM	TMCR LLC	SCRANTON W-16	14583010008	SEAN GALLAGHER	40740	
2:30 PM	HOYNITSKI TODD	SCRANTON W-21	13413010008	SEAN GALLAGHER	93000	
2:30 PM	SCR NEIGHBORHOOD HOUSING	SCRANTON W23	13513020036	SEAN GALLAGHER	68000	
2:30 PM	TMCR LLC	SCRANTON W-16	14583010007	SEAN GALLAGHER	35160	
3:00 PM	DIVINE MOUNTAIN REALTY LLC	SCRANTON	15627020019	ANN LAVELLE POWELL	72000	
3:10 PM	STASH REALTY LLC	SCRANTON	15610020019		40650	
3:20 PM	530 SHERWOOD DEVELOPMENT LL	DUNMORE	14608050023	MARK CONWAY	32000	
3:20 PM	ASTIMA INC	SCRANTON	1770502000701	MARK CONWAY	550000	
3:40 PM	RICHIONE MARCO M III	NEWTON	09802010007		49900	
3:40 PM	RICHIONE MARCO M III	SCRANTON	15619010004		86900	
4:00 PM	WEIS MARKETS INC	SOUTH ABINGTON TWP	10004010002	JOSEPH MCALEE	1155000	
TOTAL RECORDS					27	

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Monday, September 18, 2017

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SEP. 18. 2017 11:39AM

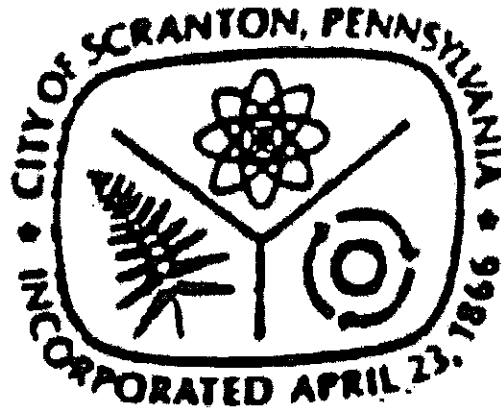
No. 2562 P. 12

**CITY OF SCRANTON  
PENNSYLVANIA**

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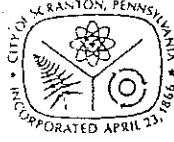
**OFFICE OF THE CITY CONTROLLER  
AND BUREAU OF INVESTIGATIONS**

**ROSEANN NOVEMBRINO  
CITY CONTROLLER**

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

*City of Scranton*  
*Pennsylvania*

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



*Office of the City Controller*  
*and Bureau of Investigations*

September 18, 2017

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

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Mayor and Honorable Council:

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

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

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

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

Sincerely,

*Roseann Novembrino*

Roseann Novembrino  
City Controller

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

<b>CODE #</b>	<b>DEPARTMENT</b>	<b>EXPENDITURES</b>
10	Mayor's Office	\$ 8,545.00
11	Public Safety	-
20	City Council	42,485.44
30	Controller	18,364.72
40	Business Administration	343,373.19
41	Bureau of Human Resources	23,302.20
42	Bureau of Information Technology	56,649.41
43	Treasurer	8,228.65
51	Inspections and Licenses	70,529.45
60	Law	68,444.63
71	Police	1,567,074.00
75	Traffic Maintenance	-
78	Fire	1,408,670.28
80	Public Works	254,327.58
81	Engineering	12,926.20
82	Buildings	273,313.56
83	Highways	211,256.62
84	Refuse	304,042.13
85	Garages	95,722.61
90	Single Tax Office	77,110.65
100	Parks and Recreations	109,739.95
341	Fiscal Activities	-
501	O.C.E.D.	-
<b>TOTAL DEPARTMENTAL:</b>		<b>\$ 4,954,106.27</b>
<b>NON DEPARTMENTAL</b>		
1000	Boards and Commissions	\$ 12,980.41
1100	Utilities	-
1300	Contingency	-
1500	Special Items	36,249.49
1600	Unpaid Bills	351.50
1700	Grants and Contributions	-
1900	Special Items (Non Add)	-
<b>TOTAL NON DEPARTMENTAL:</b>		<b>\$ 49,581.40</b>
<b>GRAND TOTAL:</b>		<b>\$ 5,003,687.67</b>

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

<b>CODE #</b>	<b>FUND SOURCE</b>	<b>REVENUES</b>
300	Previous Year Balance	\$ -
301	Real Property Taxes	596,518.12
302	Landfill and Refuse Fees	223,737.97
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	6,610,181.57
319	Penalties and Interest (Delinquent Taxes)	61,120.27
320	Licenses and Permits	296,465.00
330	Fines and Forfeitures	-
331	Police Fines and Violations	21,394.96
341	Interest Earnings	-
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	75,243.00
359	Local Governments (Payments in Lieu)	-
360	Departmental Earnings	20,130.00
367	Recreational Departments	3,402.75
380	Cable TV and Miscellaneous Revenue	428,934.83
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
<b>TOTAL</b>		<b>\$ 8,337,628.47</b>
<b>*Non Add</b>		
<b>MONTH TO DATE:</b>		
Revenues To August 2017		\$ 79,741,797.60
Expenditures To August 2017		100,959,188.83
<b>NET:</b>		<b>\$ (21,217,391.23)</b>

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

<b>CODE #</b>	<b>FUND SOURCE</b>	<b>ESTIMATED</b>	<b>REALIZED</b>	<b>UN-REALIZED</b>
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	34,273,286.91	28,904,545.42	5,368,741.49
302	Landfill and Refuse Fees	7,662,500.00	5,512,687.86	2,149,812.14
304	Utility Tax	68,000.00	-	68,000.00
305	Non-Resident Tax	460,000.00	-	460,000.00
310	Local Taxes (Act 511)	37,329,174.91	25,862,594.10	11,466,580.81
319	Penalties and Interest (Delinquent Taxes)	132,100.00	193,944.30	(61,844.30)
320	Licenses and Permits	2,356,700.00	1,409,484.61	947,215.39
330	Fines and Forfeitures	100.00	-	100.00
331	Police Fines and Violations	478,250.00	275,192.87	203,057.13
341	Interest Earnings	10,000.00	65,138.26	(55,138.26)
342	Rents and Concessions	5,000.00	3,500.00	1,500.00
350	Inter-Government-Revenue Reimbursements	4,298,246.00	431,042.99	3,867,203.01
359	Local Government (Payments in Lieu)	219,864.75	64,059.13	155,805.62
360	Departmental Earnings	579,692.00	137,039.05	442,652.95
367	Recreational Departments	52,500.00	34,712.75	17,787.25
380	Cable TV and Miscellaneous Revenues	1,396,500.00	4,097,856.26	(2,701,356.26)
392	Interfund Transfers	5,942,007.72	-	5,942,007.72
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,750,000.00	-
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
<b>TOTALS</b>		<b>\$ 108,013,922.29</b>	<b>\$ 79,741,797.60</b>	<b>\$ 28,272,124.69</b>

**PURCHASE ORDER REPORT**  
**MONTH ENDING AUGUST 31, 2017**

# ACCOUNT BALANCES AS OF AUGUST 31, 2017

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	AUGUST, 2017 ACTIVITY	ENDING BAL.
<b>OFFICE OF THE MAYOR</b>				
0101000000 4270 DUES & SUBSCRIPTIONS	22,500.00	0.00		0.00
0101000000 4290 STATIONERY / OFFICE SUPPLIES	150.00	150.00		150.00
0101000000 4420 TRAVEL & LODGING	500.00	173.30		173.30
<b>DEPARTMENT OF PUBLIC SAFETY</b>				
<b>POLICE BUREAU</b>				
0101100071 4201 PROFESSIONAL SERVICES	15,000.00	0.00		0.00
0101100071 4210 SERVICES & MAINTENANCE FEE ENCUMBERED: CURRENT PERIOD CINTAS CORPORATION LEXISNEXIS RISK DATA MANAGEMENT	64,500.00	8,333.48	4,148.52 1,099.86 200.00	2,885.10
0101100071 4270 DUES & SUBSCRIPTIONS ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD SAFE KIDS YIS COWDEN GROUP	3,100.00	215.25	(263.00) 263.00 75.00 93.25	47.00
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	2,500.00	211.22		211.22
0101100071 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD DUPLI CRAFT PRINTING, INC. MARTIN, ROBERT	2,500.00	56.25	(359.00) 359.00 16.95	39.30
0101100071 4380 GUNS / AMMUNITION ENCUMBERED: PREVIOUS PERIOD AXON ENTERPRISE, INC.	22,500.00	10,885.20	(11,614.80) 11,614.80	10,885.20
0101100071 4390 MATERIALS / SUPPLIES (MISC) BUDGET TRANSFER TO: 0101100071 4470 ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD NUNZI'S ADVERTISING SPECIALIST, INC. STARR UNIFORMS	20,000.00	7,835.52	1,445.10 (398.60) 398.60 619.70 997.91	4,772.81

DEPARTMENT / ACCOUNT	2017 BUDGET	AUGUST, 2017	
		BEGINNING BAL.	ENDING BAL.
0101100071 4420 TRAVEL & LODGING	3,500.00	8.14	8.14
0101100071 4470 TRAINING & CERTIFICATION BUDGET TRANSFER FROM: 0101100071 4390 CROWNE PLAZA HARRISBURG HOMewood SUITES BY HILTON	45,000.00	904.40	(1,445.10) 976.80 1,372.70
0101100071 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD AXON ENTERPRISE, INC.	190,000.00	12.94	(20,109.99) 20,090.07
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD INDUSTRIAL ELECTRONICS, INC.	7,750.00	2,822.17	(980.00) 980.00 398.44
0101100071 6003 SPCA - ANIMAL CONTROL SPRINGBOOK KENNELS	86,976.00	2,507.12	2,100.00
<b>FIRE BUREAU</b>			407.12
0101100078 4201 PROFESSIONAL SERVICES UL LLC BOOK, BILL	25,000.00	20,426.25	10,596.55 94.00
0101100078 4210 SERVICE & MAINTENANCE FEE EMERGENCY SERVICES MARKETING CO., INC	45,000.00	12,189.47	710.00
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	500.00	11,479.47
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE JUDGE LUMBER COMPANY DUNMORE APPLIANCE, INC CINTAS FAS LOCKBOX 636525	5,000.00	3,035.73	141.50 638.00 343.66
0101100078 4390 MATERIALS / SUPPLIES (MISC) THE KNOX COMPANY S & S TOOLS & SUPPLIES	7,250.00	1,563.79	165.00 10.38
0101100078 4420 TRAVEL & LODGING	1,000.00	42.37	1,388.41
			42.37

DEPARTMENT / ACCOUNT	2017 BUDGET	AUGUST, 2017	
		BEGINNING BAL	ENDING BAL
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	6,000.00	6,000.00
0101100078 4470 TRAINING & CERTIFICATION FLYNN, SHAUN HALLOWICH, DAN	85,000.00	44,956.95	125.00 502.75 44,329.20
0101100078 4550 CAPITAL EXPENDITURES MUNICIPAL LEASING CONSULTANTS	1,630,000.00	1,388,613.75	695.00 1,387,918.75
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT JALVO, INC.	4,000.00	853.50	180.00 673.50
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00	1,000.00
0101100078 4580 GENERAL EQUIPMENT ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD HIGH NOON INDUSTRIES, LLC OMG NATIONAL NAT ALEXANDER CO. TASK FORCE TIPS, INC. AIR CLEANING SYS, INC. GRAINGER WITMER ASSOCIATES, INC. GLEN SUMMIT SPRINGS WATER COAST TO COAST SOLUTIONS	70,000.00	39,766.16	(26,698.60) 26,698.60 530.00 575.22 8,390.00 42.48 616.53 215.80 2,342.00 12.15 968.55 26,073.43
<b>OFFICE OF THE CITY CLERK / CITY COUNCIL</b>			
0102000000 4201 PROFESSIONAL SERVICES BUDGET TRANSFER TO: 0102000000 4210 S & S TOOLS & SUPPLIES NARDOZZI, CATHENE	41,000.00	28,370.51	1,095.00 22,000.00 975.00 4,300.51
0102000000 4210 SERVICES & MAINTENANCE FEE BUDGET TRANSFER FROM: 0102000000 4201 GENERAL CODE PUBLISHERS	9,700.00	100.00	(1,095.00) 1,195.00 0.00
0102000000 4230 PRINTING & BINDING	5,000.00	0.00	0.00
0102000000 4250 ADVERTISING SCRANTON TIMES	21,500.00	4,344.30	872.65 3,471.65

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	AUGUST, 2017 ACTIVITY	ENDING BAL.
0102000000 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	500.00	156.90	(10.93) 20.88	146.95
<b>CITY CONTROLLER</b>				
0103000000 4201 PROFESSIONAL SERVICES	40,000.00	39,000.00		39,000.00
0103000000 4240 POSTAGE & FREIGHT	100.00	24.00		24.00
0103000000 4270 DUES & SUBSCRIPTIONS	200.00	18.00		18.00
0103000000 4290 STATIONERY / OFFICE SUPPLIES	200.00	105.85		105.85
<b>BUSINESS ADMINISTRATION DEPARTMENT</b>				
0104000000 4201 PROFESSIONAL SERVICES BUDGET TRANSFER FROM: 0104000000 6009 TURNKEY TAXES COMMUNITY BANK NA DALEVILLE ACE HARDWARE UNITED RETIREMENT PLAN CONSULTANTS	165,000.00	16,426.12	(40,000.00) 18,148.09 1,000.00 63.06 855.00	36,358.97
0104000000 4210 SERVICES & MAINTENANCE FEE GREAT AMERICAN FINANCIAL SERVICES	1,500.00	418.08	122.49	295.59
0104000000 4230 PRINTING & BINDING	1,250.00	399.10		399.10
0104000000 4240 POSTAGE & FREIGHT BUDGET TRANSFER FROM: 0104000000 6009 POSTAGE REFILL	20,363.00	1,978.05	(10,000.00) 5,000.00	6,978.05
0104000000 4250 ADVERTISING SCRANTON TIMES	17,250.00	7,829.21	2,344.60	5,484.61
0104000000 4270 DUES & SUBSCRIPTIONS	1,000.00	110.00		110.00
0104000000 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD NOLAN & ROGERS PHILLIPS SUPPLY CO.	9,667.00	1,400.03	(1,134.66) 1,273.74 42.00 657.00	561.95

DEPARTMENT / ACCOUNT	2017 BUDGET	AUGUST, 2017	
		BEGINNING BAL.	ENDING BAL.
0104000040 4390 MATERIALS / SUPPLIES (MISC)	600.00	534.75	534.75
0104000040 4420 TRAVEL & LODGING	1,500.00	64.18	64.18
0104000040 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00	1,000.00
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP	3,323,826.00	240,576.00	
BUDGET TRANSFER TO: 0104000040 4240		10,000.00	
BUDGET TRANSFER TO: 0104000040 4201		40,000.00	190,576.00
0104000040 6024 BANK FEES AND CHARGES	4,000.00	(122,664.87)	
PNC MERCHANT FEE		15.00	
CHECK PRINTING FEE		36.90	
FED WHLD INT. ST. LIGHTING		21.17	
WIRE FEES		50.00	
FNCB STATEMENT FEE		8.00	
			(122,795.94)
<b>HUMAN RESOURCES:</b>			
0104000041 4201 PROFESSIONAL SERVICES	175,000.00	92,333.86	
CONCORDE, INC.		238.34	
P & A GROUP ADMIN SERVICE		359.48	
NORTHEAST REHABILITATION ASSOCIATES		263.00	
MILLENNIUM ADMINISTRATORS		2,325.00	
WE PAY PROCESSING CHARGES		4,908.25	84,239.79
0104000041 4290 STATIONARY / OFFICE SUPPLIES	500.00	500.00	500.00
0104000041 4390 MATERIALS / SUPPLIES (MISC)	500.00	289.30	11.55
GLEN SUMMIT SPRINGS WATER			277.75
0104000041 4420 TRAVEL & LODGING	500.00	500.00	500.00
0104000041 4470 TRAINING & CERTIFICATION	5,000.00	4,273.33	133.75
JUDGE, JACK			4,139.58
0104000041 4630 LIABILITY / CASUALTY INSURANCE	1,050,000.00	321,757.07	
OLIVER, PRICE & RHODES		684.00	
ABRAHAMSEN CONABOY & ABRAHAMSEN, PC		1,116.00	
BRIT GLOBAL SPECIALTY USA		400.00	319,557.07

DEPARTMENT / ACCOUNT		2017 BUDGET	BEGINNING BAL	AUGUST, 2017 ACTIVITY	ENDING BAL.
INFORMATION TECHNOLOGY:					
0104000042 4201	PROFESSIONAL SERVICES URBAN ELECTRICAL CONTRACTORS, INC. CSI	63,250.00	2,817.55	1,350.76 925.00	541.79
0104000042 4210	SERVICES & MAINTENANCE FEE	77,500.00	48,237.50		48,237.50
0104000042 4290	STATIONARY / OFFICE SUPPLIES	1,000.00	1,000.00		1,000.00
0104000042 4390	MATERIALS / SUPPLIES (MISC) SWIETNICKI, FRANK CDW GOVERNMENT, INC.	65,000.00	13,811.73	1,246.91 7,860.00	4,704.82
0104000042 4440	TELEPHONE FRONTIER COMMUNICATIONS A T & T MOBILITY COMCAST IRON-TREE VOICE NETWORKS, INC. VERIZON	145,000.00	72,553.15	7,546.99 2,100.73 3,290.59 4,517.50 309.43	54,787.91
0104000042 4470	TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
0104000042 4550	CAPITAL EXPENDITURES CDW GOVERNMENT, INC.	225,000.00	225,000.00	18,340.00	206,660.00
0104000042 4560	EQUIPMENT MAINTENANCE / LEASES	50,000.00	5,000.00		5,000.00
TREASURY:					
0104000043 4201	PROFESSIONAL SERVICES	11,250.00	11,250.00		11,250.00
0104000043 4390	MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	1,000.00	676.90	11.55	665.35
0104000043 6000	TAX & MISCELLANEOUS REFUNDS	1,000.00	1,000.00		1,000.00
0104000043 6001	TAX COLLECTION COMMITTEE EXPENSE	7,257.00	7,257.00		7,257.00

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	AUGUST, 2017 ACTIVITY	ENDING BAL.
<b>BUREAU OF LICENSES, INSPECTIONS &amp; PERMITS</b>				
<b>LICENSE, INSPECTIONS &amp; PERMITS:</b>				
0105100051 4201 PROFESSIONAL SERVICES SCRANTON NEIGHBORHOOD HOUSING	25,000.00	22,544.00	22,200.00	344.00
0105100051 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: CURRENT PERIOD	1,000.00	877.43	68.10	809.33
0105100051 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: CURRENT PERIOD OFFICE DEPOT	500.00	500.00	57.48 221.28	221.24
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	950.00		950.00
0105100051 4550 CAPITAL EXPENDITURES	25,000.00	25,000.00		25,000.00
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00		500.00
0105100051 4590 BUILDING DEMOLITION	35,000.00	29,060.00		29,060.00
<b>BUREAU OF BUILDINGS:</b>				
0105100082 4201 PROFESSIONAL SERVICES EXCEPTIONAL PAYMENTS	40,000.00	16,220.00	12,000.00	4,220.00
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE COON INDUSTRIES, INC. CARRIER CORP. J. C. EHRlich CO. AMERICAN JANITOR CINTAS CORPORATION PRO DRI RAYNOR DOOR SALES NORTHEAST ELEVATOR, LLC P. M. ASSOCIATES SIMPLEXGRINNELL LP MARK WHITEHEAD ELECTRICAL FRIEDMAN ELECTRIC SUPPLY	175,000.00	90,231.51	1,610.00 6,948.67 379.00 1,511.27 408.40 725.00 190.00 212.00 70.00 416.00 859.51 2,437.97	74,463.69
0105100082 4445 SEWER CHARGES BUDGET TRANSFER TO: 0105100082 4448	50,000.00	47,700.00	47,700.00	0.00

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	AUGUST, 2017 ACTIVITY	ENDING BAL.
0105100082 4447 UGI - GAS	155,000.00	93,012.34		
DIRECT ENERGY BUSINESS			3,204.64	
UGI PENN NATURAL GAS			1,024.32	88,783.38
0105100082 4448 PAWC - WATER				
BUDGET TRANSFER FROM: 0105100082 4445	385,000.00	177,589.12	(47,700.00)	
PENNSYLVANIA AMERICAN WATER CO.			202,134.01	23,155.11
0105100082 4450 ELECTRICAL				
PPL ELECTRIC UTILITIES	275,000.00	122,572.46	31,015.56	91,556.90
0105100082 4465 BUILDING SUPPLIES				
	1,000.00	1,000.00		1,000.00
<b>LAW DEPARTMENT:</b>				
0106000000 4201 PROFESSIONAL SERVICES				
ABRAHAMSEN CONABOY & ABRAHAMSEN, PC	225,000.00	158,404.07	14,437.50	
KEYSTONE COURT REPORTING			413.40	
OLIVER, PRICE & RHODES			12,354.52	
TOD A. JOHNS, ESQUIRE			3,263.25	
NOGIAPPLETON WEINBERGER & WREN, PC			12,112.17	
CIPRIANI & WERNER, P.C.			47.50	
SAUL EWING, LLP			11,003.20	
FOX ROTHSCHILD, LLP			363.00	104,409.53
0106000000 4270 DUES & SUBSCRIPTIONS				
	3,950.00	3,579.00		3,579.00
0106000000 4290 STATIONERY / OFFICE SUPPLIES				
	500.00	413.92		413.92
0106000000 4390 MATERIALS / SUPPLIES (MISC)				
	500.00	500.00		500.00
0106000000 4420 TRAVEL & LODGING				
ESKRA, JESSICA L.	500.00	500.00	133.75	366.25
0106000000 4470 TRAINING & CERTIFICATION				
	500.00	122.25		122.25
0106000000 4650 CAPITAL EXPENDITURES				
	3,250.00	3,250.00		3,250.00
<b>DEPARTMENT OF PUBLIC WORKS</b>				
<b>ADMINISTRATION BUREAU:</b>				
0108000080 4201 PROFESSIONAL SERVICES				
	7,500.00	7,403.20		7,403.20

DEPARTMENT / ACCOUNT	2017 BUDGET	AUGUST, 2017	
		BEGINNING BAL.	ENDING BAL.
0108000080 4210 SERVICES & MAINTENANCE FEE PA ONE CALL SYSTEM, INC.	547.55	1,400.29	116.98
			<u>1,283.31</u>
0108000080 4570 MAINTENANCE COMMUNICATION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.	16,500.00	7,665.00	1,485.00
			<u>6,180.00</u>
0108000080 4576 MAINTENANCE SUPER FUND SIGHT JIM WILLIAMS SURPLUS	16,500.00	11,203.29	1,278.42
			<u>9,924.87</u>
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE BUDGET TRANSFER FROM: 0108000085 4301 LEVANDOSKI, KEN DUNBAR'S EVERGREEN LANDSCAPING U.S. ARMY CORP OF ENGINEERS BALTIMORE	29,500.00	740.17	(20,000.00) 42.96 2,416.67 198.00
			<u>18,082.54</u>
<b>ENGINEERING BUREAU:</b>			
0108000081 4201 PROFESSIONAL SERVICES PA DEPARTMENT OF ENVIRONMENTAL PROTECTION LABELLA ASSOCIATES	69,500.00	34,250.00	500.00 5,875.00
			<u>27,875.00</u>
0108000081 4210 SERVICES & MAINTENANCE FEE	200.00	20.02	
			<u>20.02</u>
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00	
			<u>100.00</u>
0108000081 4390 MATERIALS / SUPPLIES (MISC)	100.00	8.19	
			<u>8.19</u>
0108000081 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00	
			<u>1,000.00</u>
<b>HIGHWAYS BUREAU:</b>			
0108000083 4260 RENTAL VEHICLES & EQUIPMENT ENCUMBERED: PREVIOUS PERIOD POWELL'S RENTAL	57,500.00	45,378.75	(1,300.00) 1,300.00
			<u>45,378.75</u>
0108000083 4340 CONSTRUCTION - PAVING MATERIAL OECD REIMBURSEMENT ENCUMBERED: CURRENT PERIOD	85,000.00	11,755.72	(16,819.99) 16,168.75
			<u>12,406.96</u>
0108000083 4350 PAINT / SIGN MATERIAL ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	12,500.00	3,280.30	(217.53) 217.53
			<u>3,280.30</u>

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	AUGUST, 2017 ACTIVITY	ENDING BAL.
0108000083 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD CENTRAL CLAY PRODUCTS S & S TOOLS & SUPPLIES PPL ELECTRIC UTILITIES ANZULEWICZ, CHESTER, JR.	22,500.00	4,777.81	(2,923.49) 182.69 2,896.28 275.63 2,624.46 94.50	<u>1,627.76</u>
0108000083 4410 SALT	275,000.00	96,209.52		<u>96,209.52</u>
0108000083 4460 STREET LIGHTING PPL ELECTRIC UTILITIES	375,000.00	83,306.49	39,227.01	<u>44,079.48</u>
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE A & M ELECTRICAL CONSTRUCTION, INC.	77,500.00	32,842.59	2,516.00	<u>30,326.59</u>
0108000083 4550 CAPITAL EXPENDITURES KOVATCH FORD, INC.	814,063.84	814,063.84	85,517.00	<u>728,546.84</u>
<b>REFUSE BUREAU:</b>				
0108000084 4390 MATERIALS / SUPPLIES (MISC)	750.00	45.80		<u>45.80</u>
0108000084 4490 LANDFILL KEYSTONE SANITARY LANDFILL	1,344,095.86	610,541.94	137,861.08	<u>472,680.86</u>
0108000084 4550 CAPITAL EXPENDITURES	200,000.00	220.00		<u>220.00</u>
<b>GARAGES BUREAU:</b>				
0108000085 4220 CONTRACTED SERVICES	750.00	27.00		<u>27.00</u>
0108000085 4301 GAS, OIL, LUBRICANTS BUDGET TRANSFER TO: 0108000080 6007 ENCUMBERED: PREVIOUS PERIOD G & G EXPRESS MARTS, INC. D. G. NICHOLAS CO. DENAPLES AUTO PARTS TALLEY PETROLEUM ENTERPRISES INC. WEX BANK	425,500.00	247,635.09	20,000.00 (199.95) 124.89 1,174.65 15.00 12,956.25 14,884.47	<u>198,679.78</u>

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL.	AUGUST, 2017 ACTIVITY	ENDING BAL.
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE	315,000.00	83,626.83		
ENCUMBERED: PREVIOUS PERIOD			(21,984.59)	
FRP FIRE & RESCUE PRODUCTS			5,982.40	
INDUSTRIAL ELECTRONICS, INC.			(633.99)	
KOST TIRE & AUTO SERVICE			637.22	
F & S SUPPLY COMPANY, INC.			31.63	
ELECTRO BATTERY			909.65	
DAVE'S AUTO IGNITION			655.00	
A.I.T. AUTOMOTIVE			310.00	
D. G. NICHOLAS CO.			1,590.19	
SCRANTON DODGE			516.86	
KME FIRE APPARATUS			158.30	
WAYNE COUNTY FORD			13,604.87	
FIVE STAR EQUIPMENT CO., INC.			3,097.11	
C. G. CUSTOM TRUCKS			373.72	
TRIPLE CITIES ACQUISITIONS, LLC			4,517.31	
SCRANTON GRINDER & HARDWARE			554.93	
FEZUK'S AUTO			102.99	
DENAPLES AUTO PARTS			787.50	
JOHN SIGNS			2,444.00	
JORDAN'S TOWING			130.00	
NORTHEAST HYDRAULICS			200.00	
HORSE POWER HARLEY DAVIDSON			2,244.97	
DAILEY RESOURCES			324.69	
POWELL'S SALES & SERVICE			27.95	
RADZICKI, ROBERT			200.64	
NAZAR DIESEL, INC.			80.00	
PETHICK PAINT SUPPLY			180.55	
AIR BRAKE & EQUIPMENT CO., INC.			30.80	
			258.55	66,303.58
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	6,500.00	3,921.43		
ENCUMBERED: PREVIOUS PERIOD			(52.61)	
D. G. NICHOLAS CO.			66.99	
S & S TOOLS & SUPPLIES			13.45	
A.I.T. AUTOMOTIVE			7.91	3,885.69
0108000085 4390 MATERIALS / SUPPLIES (MISC)	59,500.00	29,669.52		
ENCUMBERED: PREVIOUS PERIOD			(846.32)	
ENCUMBERED: CURRENT PERIOD			109.83	
DAILEY RESOURCES			408.00	
D. G. NICHOLAS CO.			1,494.77	
C. G. CUSTOM TRUCKS			649.84	
FIVE STAR EQUIPMENT CO., INC.			38.70	
DENAPLES AUTO PARTS			502.00	
FASTENAL COMPANY			643.91	
A.I.T. AUTOMOTIVE			273.90	
POWELL'S RENTAL			7.00	26,387.89

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	AUGUST, 2017 ACTIVITY	ENDING BAL
0108000085 4401 TIRES	109,500.00	60,204.03		
ENCUMBERED: CURRENT PERIOD			3,564.00	
MCCARTHY TIRE SERVICE, INC.			2,420.00	54,220.03
0108000085 4901 MAINTENANCE (PREVENTATIVE)				
ENCUMBERED: CURRENT PERIOD			3,225.00	
POWELL'S SALES & SERVICE	5,000.00	5,000.00	1,566.00	
NORTHEAST HYDRAULICS			60.00	149.00
<b>PARKS &amp; RECREATION DEPARTMENT</b>				
0110000000 4280 MISC SERVICES - NON CLASSIFIED	8,950.00	7,877.22		7,877.22
0110000000 4290 STATIONERY / OFFICE SUPPLIES	1,000.00	1,000.00		1,000.00
0110000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	20,000.00	11,718.22		
SCRANTON GRINDER & HARDWARE			40.00	
WEIDOW, DAVID			43.98	
LOCKER'S PORTABLE TOILETS			300.00	
F & S SUPPLY COMPANY, INC.			382.45	
REEVE'S RENT-A-JOHN, INC.			235.00	
KEYSTONE CONCRETE BLOCK & SUPPLY CO., INC.			100.00	
LAMEO & ASSOCIATES			150.00	10,466.79
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	25,000.00	20,255.70		
ANDREW BROWN'S HOME HEALTH			206.28	
MICROBAC LABORATORIES			444.85	
MAIN POOL & CHEMICAL CO.			2,383.30	17,221.27
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	200.00	200.00		200.00
0110000000 4370 PARKS & RECREATION SUPPLIES	750.00	750.00		750.00
0110000000 4420 TRAVEL AND LODGING	750.00	750.00		750.00
0110000000 4530 PERFORMING ARTS	16,500.00	725.00		
INTERNATIONAL FIREWORKS MANUFACTURERS			500.00	225.00
0110000000 4540 SPRING / SUMMER PROGRAMS	3,000.00	210.00		210.00

DEPARTMENT / ACCOUNT		2017 BUDGET	BEGINNING BAL	AUGUST, 2017	
				ACTIVITY	ENDING BAL.
011000000	4550 CAPITAL EXPENDITURES	95,000.00	80,973.21		
	MCLANE, THOMAS J.			7,720.00	
	F & S SUPPLY COMPANY, INC.			1,885.41	
	MR MULCH			3,596.00	67,971.80
<b>NON-DEPARTMENTAL EXPENDITURES</b>					
0140110030	4299 ZONING BOARD	18,500.00	5,046.90		
	SCRANTON TIMES			446.80	
	PLEVYAK, MARY M.			135.00	
	PENETAR, DANIEL			1,348.61	3,116.49
0140110060	4299 EVERHART MUSEUM	29,000.00	0.02		0.02
0140110075	4299 FIRST NIGHT SCRANTON	10,000.00	0.00		0.00
0140110080	4299 SCRANTON TOMORROW	32,500.00	2,500.00		2,500.00
0140110110	4299 SHADE TREE COMMISSION	55,500.00	21,877.64		
	TITAN TREE SERVICE			10,450.00	
	NORTHERN TREE EXPERT CO.			600.00	10,827.64
0140110120	4299 ST. CATS AND DOGS	10,000.00	10,000.00		10,000.00
0140110130	4299 MAYOR'S 504 TASK FORCE	1,500.00	1,500.00		1,500.00
0140110140	4299 CIVIL SERVICE COMMISSION	47,500.00	45,269.28		45,269.28
0140110150	4299 HUMAN RELATIONS COMMISSION	10,000.00	10,000.00		10,000.00
0140115230	4299 TAN SERIES	12,750,000.00	12,750,000.00		
	PRINCIPAL PAYMENT			6,500,000.00	6,250,000.00
0140115240	4299 TAN SERIES INTEREST	210,000.00	210,000.00		
	INTEREST PAYMENT			86,666.67	123,333.33
0140115307	4299 OPER TSF TO DBT SVC - 2003 SERIES B BDS	2,176,468.76	1,607,538.30		1,607,538.30
0140115308	4299 OPER TSF TO DBT SVC - 2003 SERIES C BDS	495,000.00	(13,504,062.76)		(13,504,062.76)

DEPARTMENT / ACCOUNT		2017 BUDGET	BEGINNING BAL	AUGUST, 2017 ACTIVITY	ENDING BAL
0140115309 4299	OPER TSF TO DBT SVC - 2003 SERIES D BDS	750,000.00	(5,714,198.16)		(5,714,198.16)
0140115310 4299	OPER TSF TO DBT SVC - STREET LIGHTING PLGIT TRANSFER	532,541.68	432,541.68	350,000.00	82,541.68
0140115313 4299	OPER TSF TO DBT SVC - 2006 BOND	1,653,020.00	(7,340,842.00)		(7,340,842.00)
0140115316 4299	OPER TSF TO DBT SVC - OTHER FIN. SOURCE	51,585.08	51,585.08		51,585.08
0140115320 4299	OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS BANK OF AMERICA	178,861.63	106,362.65	36,249.49	70,113.16
0140115323 4299	OPER TSF TO DBT SVC - 2011 UNFUNDED DEBT LN	1,000.00	(6,540,174.10)		(6,540,174.10)
0140115324 4299	OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	0.00		0.00
0140115325 4299	OPER TSF TO DBT SVC - 2012 SERIES C	1,000.00	(6,892,078.86)		(6,892,078.86)
0140115326 4299	OPER TSF TO DBT SVC - 2013 SERIES A	1,000.00	(3,916,176.07)		(3,916,176.07)
0140115327 4299	OPER TSF TO DBT SVC - 2012 SERIES B	1,000.00	(977,806.41)		(977,806.41)
0140115328 4299	OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	918,175.00	711,587.50		711,587.50
0140115329 4299	OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	170,360.33	42,813.82		42,813.82
0140115330 4299	OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00		0.00
0140115331 4299	OPER TSF TO DBT SVC - SERIES 2017 DEBT SERV REFUNDING	1,000.00	1,000.00		1,000.00
0140115332 4299	OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	1,000.00	1,000.00		1,000.00

DEPARTMENT / ACCOUNT	2017 BUDGET	AUGUST, 2017	
		BEGINNING BAL	ENDING BAL.
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,853.00	25,853.00	25,853.00
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	439,729.50	220,171.90	220,171.90
0140115336 4299 OPER TSF TO DBT SVC - LEASE OF TURNOUT GEAR	80,000.00	0.00	0.00
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	1,490,500.00	745,250.00	745,250.00
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,652,500.00	831,250.00	831,250.00
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00	0.00
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,968.88	244,968.88	244,968.88
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	395,475.00	0.00	0.00
0140113090 4299 CONTINGENCY	585,000.00	288,105.00	288,105.00
0140113100 4299 OECD CONTINGENCY	45,000.00	45,000.00	45,000.00
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG. FOLEY, COGNETTI, COMERFORD, CIMINI & CUMMINS	850,000.00	694,935.94	694,584.44
		351.50	
0140116270 4299 COURT AWARDS	200,000.00	61,999.27	61,999.27
0140117020 4299 VETERAN'S ORGANIZATION	100.00	100.00	100.00
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	0.00	0.00

*City of Scranton*  
*Pennsylvania*



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*Non-Uniform Municipal Pension Fund*  
**MINUTES**

**NON-UNIFORM MUNICIPAL PENSION BOARD**

**August 16, 2017**

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, August 16, 2017 at 9:30 a.m. in City Council Chambers.

In attendance were:

Ernest Reich, President

John Hazzouri, Vice President

Roseann Novembrino, City Controller

Larry Durkin, Esquire, Attorney for Board

Danielle Kennedy, Proxy for Mayor

Absent:

Lori Reed, Proxy for City Council

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

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

**John Hazzouri** seconded the motion.

**President Reich:** On the question? All in favor? (All were in favor). Okay, motion carried.

**President Reich:** First item on our agenda, received an invoice from Durkin MacDonald, LLC in the amount of \$2,871.00 which represents services rendered from July 18, 2017 through August 14, 2017. Do I have a motion to pay?

**Danielle Kennedy** made a motion to pay the invoice for Durkin MacDonald.

**John Hazzouri** seconded the motion.

**President Reich:** On the question? All in favor? (All were in favor). Motion carried.

**President Reich:** Open up to the board. Does the Board have anything?

**Attorney Durkin:** As an update in the various litigations, in terms of the appeal of the retirees from the Board's decision in March, those cases are all now consolidated in to one case. There was one objection that was filed in those cases by both us, the Board, and the City and that was an objection to including the Mayor as a party to that case. There's no reason for him to be in it. This is just an appeal of an administrative hearing. That is set for argument before Judge Nealon in early September. We and the City have the same position - they just shouldn't be a party to it. Mr. Schimes was the only one who filed that, who that's an issue with it. No matter how that turns out, that issue will be dealt with relatively soon. Then that case will proceed. That's where that is.

The second one is the Mandamus lawsuit that all of the retirees filed against both the City and the Board. We and the City have objected to that lawsuit and asked that it be dismissed because, from our perspective, it is really duplicative of the appeal and there are elements that they have to...Mandamus is a request that a court order you to do something. Usually, it is a ministerial duty like signing an invoice or whatever it is. There are things that you have to allege, specific things you have to allege, and we don't think that they can do that, in this context. We think the proper context is the appeal. That argument is scheduled on that before Judge Gibbons also in either late August. I think it is September 5<sup>th</sup>. I am pretty sure it is September 5<sup>th</sup>.

Then the third one is the Rogan litigation and that one, I've spoken with their counsel, and we've agreed to kind of hold off on filing things for right now. They are trying to do some initial discovery on insurance coverages, which I don't see any reason to oppose. So, that process has been going on. They've asked the City to produce some things. We've looked...the City looked and we've gotten some documents. We are talking about insurance documents from like twelve years ago so it becomes more complicated than it sounds. So that's where that is. It is just in a kind of an initial discovery phase which we don't oppose. So, that's the latest on those three issues.

**President Reich:** Anything else from the Board?

**President Reich:** Okay, let's open up the floor. (Nothing from the floor).

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

**Roseann Novembrino** made a motion to adjourn the meeting.

**John Hazzouri** seconded the motion.

**President Reich:** All in favor? (All were in favor).

**President Reich:** Okay, motion carried.

Meeting adjourned at 9:35 a.m.

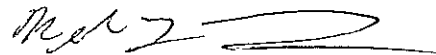
Minutes approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Ernie Reich, President

Respectfully submitted: \_\_\_\_\_ Date: \_\_\_\_\_  
Kathy Carrera, Recording Secretary

PROXY

I, William L. Courtright, hereby revoke any previous proxies and appoint Danielle Kennedy, Human Resource Director/Assistant Business Administrator, as my proxy to attend the meeting of the Non-Uniform Pension Board Meeting and any continuation or adjournment thereof, and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

DATE: August 14, 2017



\_\_\_\_\_  
Mayor William L. Courtright  
City of Scranton

Kay Harvey  
Witness

**SCRANTON POLICE PENSION  
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS  
AUGUST 16, 2017

**BOARD MEMBERS**

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

ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

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

**BILLS:**

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. JULY 18, 2017 THRU AUGUST 14, 2017 TO THE AMOUNT OF \$246.50.

A MOTION MADE BY NOVEMBRINO TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 246.50 FROM JULY 18, 2017 THRU AUGUST 14, 2017. SECONDED BY KRAKE, ALL IN FAVOR MOTION PASSED.

**COMMUNICATION:**

ATTORNEY DURKIN ADVISED THE BOARD HE RECEIVED DAVID GULLONES IME REPORT AND HE DID NOT HAVE TIME TO REVIEW IT. IT WAS DECIDED TO LEAVE

THE MEETING OPEN. THE MEETING WILL BE CONTINUED ON 8-23-17 AT 1000HRS  
IN COUNCIL CHAMBERS.

**MEETING CONTINUED ON 08-23-17**

NANCY KRAKE-PRESENT

PAUL HELRING- PRESENT

MICHAEL CAMMEROTA-PRESENT

THOMAS TOLAN- PRESENT

ROSEANNE NOVEMBRINO- ABSENT

EDWARD BONIN- PRESENT

ATTORNEY DURKIN- PRESENT

THE IME REPORT FOR GULLONE WAS PASSED OUT TO MEMBERS. THE REPORT  
STATED GULLONES INJURY WAS PERMANENT. A MOTION WAS MADE BY  
HELRING TO GRANT GULLONE A DISABILITY PENSION. KRAKE SECONDED THE  
MOTION AND THE MOTION PASSED.

A MOTION WAS MADE BY HELRING TO BACK DATE DAVID GULLONES  
RETIREMENT DATE TO JUNE 17, 2017. SECONDED BY CAMMEROTA . MOTION  
PASSED.

MOTION TO ADJOURN BY HELRING AND SECONDED BY CAMMEROTA. MEETING  
ADJOURNED AT 1010HRS.

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OFFICE OF CITY  
COUNCIL/CITY CLERK**COMPOSITE PENSION BOARD MINUTES**

August 16, 2017

The regular meeting of the Composite Pension Board was held on Wednesday, on August 16<sup>th</sup> at 11:00AM in City Council Chambers.

The following were in attendance:

**DAVID MITCHELL** – Pres. – Police Employee Representative  
**JOHN HAZZOURI** – V.P. – Municipal Employee Representative  
**ROBERT SENCHAK** - Sect – Fire Employee Representative  
**JOHN JUDGE** – Fire Board Representative  
**PAUL HELRING** – (Proxy) – Police Board Representative  
**ERNEST REICH** – Municipal Board Representative  
**DANIELLE KENNEDY** – (Proxy) Mayor  
**ROSEANN NOVEMBRINO** – City Controller  
**LARRY DURKIN** – Durkin MacDonald (Legal Counsel) 4/13/2020  
**JAMES KENNEDY** – Thomas Anderson & Assoc.  
**MARK YASENCHAK** – PFM Group

**David Mitchell...** Opened the meeting, he asked for a Motion to accept the Minutes of July 19<sup>th</sup>. Motion to accept made by **John Hazzouri**, seconded by **Ernie Reich**, all were in favor.

**Bills:**

**PFM Assets...** For \$9,490.56 for 6/1-6/30 period. Motion to pay made by **Ernie Reich**, seconded by **John Hazzouri**.

**Durkin & MacDonald...** For legal services 7/18-8/14 Inv#1791 for \$1,566.00 Motion to pay made by **Roseann Novembrino**, seconded by **John Hazzouri**.

Dave asked the Board members if anyone had anything to bring up, no response.

**Jim Kennedy...** They are moving ahead with ACT 205 Reports for the Actuarial for 1/1/17. They are going to be based on the City dropping the assumed interest rate from 8 down to 7.5 and no COLA's. Rande Sekol in working on them and he would guess probably in the first part of September, so he will probably come to the September or the October meeting. In addition once those reports are finished they will be doing the 2018 MMO's for all three plans, it will be based on those.

There was a discussion about the COLA's. John Judge wanted to know why they assume no COLA's at this point. He knows they're not paying them because of the distressed status of our pension but not to leave them in there he thinks is a problem because if it does become actuarially sound at some point there is going to be a question on when we have to pay funds back. He doesn't think that it makes sense to not leave them in there. It's not going to increase the MMO to begin with. To take that assumption and assume that we are just going to cut that out and then at some point along you do have to pay it then there is an issue going back. He doesn't think that is a positive thing to do. Who made the decision to do that?

Larry advised him that the decision on any of the actuarial assumptions is the City's. Under ACT 205 the actuarial reports and this was a topic that came up at this Board over the last several months, ACT 205 is specific that it is the municipality's decision on the assumptions that are contained. **John Judge made a Motion that a letter be sent to the City that this Board advising them not to do that, seconded by Robert Senchak, all were in favor, anybody on the question.**

Paul Helring asked on the actuaries if they only go for three years, Jim Kennedy answered two years. This report for 1/1/17 is based on the prior two and then the next year will be 1/1/19 and so on and so on. So assumption to those can be changed basically every two year. They continued to discuss the COLA's that they should be included even if the City is distressed. This way if some court case pops where we would have to go back and pay those they are already included. **Larry will send a letter to the City asking them not to take the COLA's out to proceed as if there was going to be COLA's in case we have to pay it at some point. All were in favor.**

**Mark Yasenchak...** Distributed reports to the Board and made his presentation. The returns for the month of August are +1.1%, though it has been a little bit negative for the last few days. Starting in July the S&P was a little over 2%. The Small Caps did a little worse than Large Caps but still positive. Non U.S. Equity continues to do better. Fixed Income is really a big surprise. The short term rates were propped up a little bit. Interest rates seem to be on target.

The year to date number is 8.23% as of July 31<sup>st</sup>. We are going to be a little bit below that right now, probably about a percent. That is still based on very low fixed income returns but much higher than expected. This month there was a lot of activity, we had a 1.6% return for July, slightly above benchmark.

Similar story of what we've seen most of the year if anything the detraction was on the equity side. They didn't perform as well as our small cap allocation. They were small allocations to the portfolio and relative to the benchmark (He was talking to low and I could not make out what he said)

The return of \$916,136 for July, the market value as of July 31<sup>st</sup> was \$56,870,733.00 they pulled back a little bit so the update as of last Thursday was \$56,478,949.00.

**David Mitchell...** Asked if there was any new business. John Hazzouri asked about the sewer money and the third party thing, if we were still meeting on these. No one has heard anything about the money. We are losing money that we were supposed to have in this account. He doesn't know how much we were supposed to get or whatever from the City but whatever it could have been even if it was \$10 million at 8.25% that's over \$800,000 and every penny counts. David said they should figure out what they're doing. There is no obligation for them to put any money into the pension.

Jim said anything you do on the 1/1/17 report impacts the MMO's for 18 and 19 and it all depends on the other factors and how they even out in the wash. So 1/1/17 is already set, that's been done and budgeted last year so whatever gets paid in this year is already completed. So the new report that we are doing now would be used for 18 and 19 MMO's. It is reducing the assumptions from 8 to 7.5% which increases the liability. Dave said there was a fee they were talking about that they were going to have to pay in order to buy that down that was ¼ of a percent.

Jim said it all depends on how that all works through, how the actuarial works. Dave asked if they could lower that without that fee and then just have that tacked onto the MMO. They originally said they had to pay \$4.5 million to lower it a ¼% to 7.75%. If they don't pay that and it gets lowered to 7.75% does it just up the MMO for the next two years. Jim said the MMO is going to be based on whatever the actuarial report is. So between the COLA's, that and any other demographic changes all of that goes into the actuarial soup so whatever comes out in the actuarial will be driving the 18 and 19 MMO.

Eliminating the COLA's will have a positive decrease impact, lowering the rate will have an increase impact and then it will depend on the other factors. Like 2015 being basically a 0 to negative year. That's a negative on the investment return and then all of the other factors, mortality, death, salary it all goes into the actuarial to calculate. He was asked if any other assumptions have been changed. He said they have not changed any other assumptions at this point in time.

John Judge asked Jim if he could give him what assumptions they are using as far as life expectancy, retirement age. Jim told him they are all in the 1/1/15 reports. John Judge asked how they come to those assumptions. Jim said those assumptions have been in place for a number of years. They come in conjunction with the City and Randee came up to a meeting and he basically reviewed all of those assumptions. That was about 2 or 3 months ago. They looked at retirement age, the past data for the last 10 years, he did a whole presentation which

was requested by Gary DeStefano and mortality statistics because everyone is living longer, they automatically up those basically every two years to help the plan fund better.

Mortality rates are basically based on actuarial tables. They are updated automatically to whatever the new mortality rates are for the actuarial tables as of 1/1/17. They bring them forward. John Judge said that is the reason Gary asked for that information is because we had looked at those assumptions and it didn't seem in line with what was actually happening. Jim said and Gary called them to come in and make a presentation, he basically showed the historical data and the assumptions, it was primarily the ones related to retirement age and Randee reviewed that at presentation with the Board. It showed the historical data was basically in line with the actuarial assumptions.

Dave said the problem is when they take out the disabilities when they figure out that retirement age and that's where you would think the number is lower but it's actually not. There is a different part of that formula that takes into account the disability but for the retirement age isn't included. Jim said what he would suggest is Randee is going to come in because they present those reports so if we all have questions and want to walk through that again he suggested that they do that when Randee comes back to present the 205's. He did a pretty extensive analysis based on Gary's request and the questions that had come up previously about that. John Judge said under assuming is only going to make this pension fund drop more. They have to be more in line with what is actually happening. Dave said the formula he showed us they were accurate. He knows that when he did explain it, it is kind of difficult for us because ours is so astronomically high. Jim said Randee Sekol will be come in September or October. They are working on the reports right now.

Bob Senchak asked if they can give us an estimate on the assumptions that raises will be paid or whether they won't what that change, difference is value our MMO would be. When would he be able to provide that, Jim said what you would have to do is request that from the actuarial Randee or the City. Again he doesn't set any of those assumptions. So you would have to request that at a point in time when those reports are done. Dave said once the report is done and he presents it we could probably ask him to figure it out. Bob said we should send him a letter now and ask him what the difference would be. If it's not going to crush them with the MMO you might as well put it there because every little bit is going to help. He would rather have that information as soon as possible. At least pitch our stance to the City. It's not that much money.

Jim said it is his understanding that the assumptions have been decided already and that report is being generated. That's going to be completed when Randee presents it. Bob wants to

send a letter if the assumptions were with the raises in it (a few people all started talking at the same time I could not make out what was said).

Larry said it did not include COLA's because they were not being paid as of 1/1/17 and the case is final. John Judge said the case is final as far as that goes but if the plan becomes actuarially sound there becomes another issue we'll be responsible if those raises go back. **Dave asked if he was making a Motion that we request that Randee give us two separate amounts. John Judge well they are going to provide us with one so we would like to know what the difference would be assume the raises, seconded by Robert Senchak, all were in favor.** Dave asked Larry to send that letter, what you're asking for from Randee is not necessarily to change but what is the financial effect would it have on the MMO if they took that variable out.

Larry said the City can change the assumption rate at any valuation report every two years. The City can make that determination. From what he has seen it has never been changed from 8 to a lower number. What he heard before is that the City is going to put in an amount of \$4.something million, a ball park amount, to buy down the rate a quarter of a point. The objective of that he believes was to lessen the impact on next year's MMO. John Judge said it was also because that was going to show an effect because we assumed it was 8%. This would pick up that difference rather than have the MMO decrease because we went from 8 to 7.75.

Larry said they certainly have been linked in the discussions that have been from all sides over the time. He doesn't know when they are going to put that \$4.5 million in but the evaluation of the assumption by half of a point will have an impact on the MMO and he's talked to Dave about this since the last meeting. One of the reasons that they are reducing it by a half as opposed to a quarter is because by the elimination of the COLA's the funding status goes up in the plan. So the funding status of the plan goes up enough that it gave them room, this is their position, to be able to lower it an additional quarter.

John Judge said all of the discussions we ever had was that their intent was to go down a whole half. It was to go from 8 to 7.75 then go to 7.5 that was their intent the whole time to go down that much. That is why he wants to see numbers from Randee. He can't believe that the cost of the COLA's which they've done is under \$300,000 a year. Dave said but it's compounded. Larry said the deduction of the COLA's has a more significant impact on the funded status of the plan.

Dave told John that if it's \$200,000 the first year then that would make the second year if the raises were the same that would be \$400,000 the following year and then \$600,000. When you compound it there is a lot bigger effect because you're getting the raises, then you're getting the following raises and you're paying the previous raises the second year. John Judge said he

understands that but what he doesn't buy is that we're taking it down assumption rates on \$58 million on an 8% rate of return taking it down to 7.75% or 7.5% it will only equal out. Dave said we can speculate but until we see Randee's number. Anybody else, no response.

**Audience participation:**

**Terri Morgan...** Asked about the sewer sale, and the Third Party Administrator and the COLA's, Dave answered her questions, until Randee gives us his report we can't give a definitive answer.

**John Hazzouri...** This pension has been moving forward the last couple of years since he first came onto this Board about five years ago. We were at \$39 million a couple of times. Up to \$56 million that's a good job.

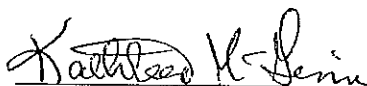
Motion to adjourn made by Paul Helring, seconded by Roseann Novembrino, all were in favor.

**October 18<sup>th</sup> is our next meeting.**

Minutes approved September 20, 2017:



David Mitchell  
President



Kathleen McGinn  
Recording Secretary



*Non-Uniform Municipal Pension Fund*

**NON-UNIFORM MUNICIPAL PENSION**

**AGENDA**

**SEPTEMBER 20, 2017**

1. RECEIVED A REQUEST FOR A REFUND OF PENSION CONTRIBUTIONS FROM ANTHONY HARDING. MR. HARDING WAS EMPLOYED BY THE CITY OF SCRANTON IN THE BUSINESS ADMINISTRATION DEPARTMENT FROM SEPTEMBER, 2013 UNTIL APRIL 2014, AT WHICH TIME HE WENT ON LONG TERM DISABILITY. MR. HARDING CONTRIBUTED A TOTAL OF 8 MONTHS AT \$22.00 PER MONTH AND IS DUE A REFUND OF \$176.00.
2. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 4,321.00 WHICH REPRESENTS SERVICES RENDERED FROM AUGUST 15, 2017 THROUGH SEPTEMBER 18, 2017.
3. RECEIVED A REQUEST FOR A REFUND OF PENSION CONTRIBUTIONS FROM PAUL A. (DREW) KELLY WHO HAD BEEN EMPLOYED IN THE OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT FROM MAY 11, 2017 THROUGH JULY 21, 2017. MR. KELLY HAS CONTRIBUTED A TOTAL OF 2-1/2 MONTHS AT \$22.00 PER MONTH AND IS DUE A REFUND OF \$55.00.

4. RECEIVED CHECK # 5362 DATED SEPTEMBER 15, 2017 IN THE AMOUNT OF \$132.00 FROM SCOTT THOMAS, FORMER LIBRARY EMPLOYEE, WHICH REPRESENTS HIS PENSION CONTRIBUTIONS FOR THE LAST SIX MONTHS OF 2017.

FILE OF COUNCIL NO. \_\_\_\_\_

2017

AN ORDINANCE

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018.**

WHEREAS, the planning and application aspects included in the consolidated submission for Community Planning and Development Programs are authorized by the Federal Comprehensive Housing Affordability Strategy (CHAS): Title I of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. 12702-12711; the Community Development Block Grants (CDBG): Title I of the Housing and Community Development Act of 1974, 42 U.S.C. 5304-5320; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH"), reauthorized and modified by the McKinney-Vento Homeless Assistance Act of 1987 that includes the Emergency Solutions Grants (ESG); and the HOME Investment Partnerships (HOME): Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. 12741-12839; and the Housing Opportunities for Persons with AIDS (HOPWA): the AIDS Housing Opportunity Act, 42 U.S.C. 12901-12912.

WHEREAS, the City of Scranton shall be entitled to such funds for the year beginning on January 1, 2018, pending approval of its application; and

WHEREAS, the various federal statutes referenced above required public hearings to be held to ascertain the views and comments of the citizens of City of Scranton, and whereas such hearings have been duly convened; and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate Officials of the City of Scranton are authorized to take all necessary action in order to implement the consolidated submission for Community Planning and Development Program to be funded Under the Community Development Block Grant (CDBG) Program, Home Investment Partnership (HOME) Program and the Emergency Solutions Grant (ESG) Program.

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

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

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



September 5, 2017

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

**Re: City of Scranton – Action Plan 2018  
U. S. Department of Housing and Urban Development  
Community Development Block Grant Program  
HOME Investment Partnership Program  
Emergency Solutions Grant (ESG) Program  
Ordinance and Proposed 2018 Activities**

Dear Atty. Eskra:

Attached please find an Ordinance along with the 2018 CDBG, HOME Program and Emergency Solutions Grant Program proposed activities.

Please review and forward to City Council in order for City Council to place the Ordinance along with the activities on the agenda. Listed below is the suggested timeframe I provided for City Council to follow.

**Tuesday, September 5, 2017** - The City of Scranton/OECD advertised in the general circulation section of the Scranton Times a list of all applications that were received requesting to be included in the 2018 Action Plan.

**Thursday, September 14, 2017** - Council advertises in the Scranton Times in the general circulation section the Public Meeting to be held in Council Chambers on **Thursday, September 28, 2017** prior to Council's meeting for citizen's comments on the proposed Action Plan 2018. Two weeks advance notice is considered a "safe harbor" by HUD.

**Thursday, September 21, 2017** - First Reading of 2018 Action Plan Ordinance.

**Thursday, September 28, 2017** - Second Reading of 2018 Action Plan Ordinance City Council's Public Meeting will be held in Council Chambers to receive citizen's comments on the proposed Action Plan 2018. At this time the public has the opportunity to comment on the "proposed" 2018 activities before Council votes. The minutes of this public hearing will be provided by Council to the City of Scranton/OECD to be included in the 2018 Action Plan. If the public is unable to attend this Public Hearing there is a 30 day comment period that enables the public to provide their comments to the City/OECD in writing that will be included in the Action Plan for 2018.

At this time City Council will table this Ordinance to comply with the 30 day comment period.

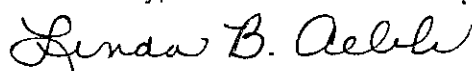
***Please advise this office if Scranton City Council has made arrangements for the OECD staff to participate in this public hearing.***

**Thursday, November 2, 2017** - Third and final reading; Council votes on the final Ordinance.

HUD recently changed the timing of submission of Action Plans under CPD Notice 16-01. Scranton is not allowed to submit their Action Plan until Scranton receives formula allocation notices for each program by HUD. In past years OECD would submit the first week of March; 2017 Action was not submitted until June 20, 2017.

As always, if you have any questions please do not hesitate me at 570/348-4216, ext. 101.

Sincerely,



Linda B. Aebli  
Executive Director

Lba/

Cc: Atty. Sean Gallagher, Solicitor, OECD  
Mr. Tom Preambo, Deputy Director, OECD  
Ms. Mary Maroon, Director of Finance and Compliance, OECD  
City Council

City of Scranton  
Office of Economic and Community Development (OECD)

Action Plan 2018  
Community Development Block Grant Program  
HOME Program  
Emergency Solutions Grant Program

Following review of all applications received by the Scranton's Office of Economic and Community Development (OECD), listed below is an explanation of decisions made regarding the attached proposed funding. If you do not understand or need additional information please do not hesitate to contact the Office of Economic and Community Development.

Scranton's Office of Economic and Community Development (OECD) has estimated the City of Scranton will be receiving approximately \$2,200,000.00 through the Community Development Block Grant Program, \$350,000.00 for the HOME Program and \$230,000.00 for the Emergency Solutions Grant (ESG).

OECD received over \$5,300,000.00 and our estimated amount from HUD is \$2,200,000.00. Although we did receive very good applications and want to provide funding to everyone; it is impossible.

**Community Development Block Grant Program**

**Public Services – Neighborhood Police Patrol - \$261,845.00 (HIGH PRIORITY)**

The Neighborhood Police Patrol is an eligible activity and will be classified as a "New Service" under Public Service. The base count for the regular police patrol has been established at 140. If for any reason the regular police count drops under the 140 count the Neighborhood Police Patrol will be ineligible to fund in 2018. It should be noted that this number does not include the Neighborhood Police Patrol; NPP must be in addition to the regular police officers.

Currently there are four (4) Neighborhood Police Patrol officers. Please keep in mind the number of patrol officers depends on the amount of funding received.

The Neighborhood Police Patrol officers will continue to be on foot and/or bicycles. The Neighborhood Police Patrol will be assigned solely to neighborhoods that qualify for expenditures of federal monies under the new 2010 Census data that became effective July 1, 2014 and pursuant to the Neighborhood Police Patrol Program shall not be subject to assignment to normal patrol functions. All documentation from both the Neighborhood Police Patrol officers and City of Scranton must be properly submitted in order for the City of Scranton to receive reimbursement from the Community Development Block Grant Program.

**Public Service Cap based on the estimated \$2,200,000.00 cannot exceed \$330,000.00.**

**West Scranton Reconstruction of Roads - \$250,000.00**

In conjunction with the West Scranton Revitalization economic development activity on South Main Avenue new curbs, lighting and sidewalks to include ADA compliant curb cuts will be installed. This will be in conjunction with the ongoing project that received a \$2,500,000.00 RACP Grant and the complete project will cost approximately \$5,500,000.00.

**Reconstruction of Roads to Include Handicap Curb Cuts - \$327,050.00**

The Administration is requesting that \$400,000.00 be allocated for the reconstruction of roads to include handicap curb cuts. OECD will again look at streets that were not previously eligible to include them on the potential paving list.

**New Pumper/Engine for Station #7 - \$50,000.00**

A new pumper/engine for Station #7 is being purchased through a lease. The \$100,000.00 from 2015 and the \$100,000.00 from the 2016 Action Plan and the \$100,000.00 from 2017 will be used on the lease of the truck. The last payment of \$50,000.00 is being requesting for the final payment in 2018.

**North Scranton Neighborhood Association / McLain Park - \$100,000.00 (HIGH PRIORITY)**

NSNA submitted an application for CDBG in the amount of \$200,000.00. During our Public Hearings this activity was a high priority in the community. \$150,000.00 was awarded in the 2017 Action Plan; along with this additional \$100,000.00 will provide \$250,000.00 to the project.

**Owner-Occupied Housing Rehabilitation Program/Emergency Work - \$75,000.00**

Prior to the HOME Program in the 1990's Scranton's Housing Rehab Program was funded with CDBG funding. We are finding problems with the HOME Owner-Occupied Rehabilitation Program in the past few years. Under the HOME Program regulations states the home must be brought up to code. There are homes that we are investing \$75,000 into and it is not cost efficient to be putting all these funds into one home. Under the CDBG Housing Program we will be able to do emergency work in each home without spending thousands of dollars on one home.

**Demolition of Hazardous Structures - \$25,000.00**

We are requesting to fund this project for \$25,000.00 because we still have an additional \$80,000.00 from a previous year to use.

**The ARC of NEPA - \$20,000.00**

OECD felt this was a good project to do; the City has not funded the ARC in previous years.

#### **NEPA Youth Shelter - \$29,000.00**

This is a new applicant. The building is ADA compliant, and would like to make the bathroom ADA compliant.

#### **Center for Independent Living - \$5,000.00**

This was also a new applicant. Due to the Public Service cap we were only able to provide \$5,000.00 to the activity. OECD must be very cautious with this activity that we are only serving Scranton residents.

#### **PROJECTS NOT FUNDED**

The City of Scranton through the Office of Economic and Community Development received many well-composed applications that both the Administration and City Council would like to fund. Unfortunately, with the decrease in federal assistance every year, the Administration selected the high priority needs that will aid the vast majority of our Citizens.

#### **Scranton Veterans Memorial - \$295,000.00**

This activity was the most difficult and agonizing activity not to fund. This application activity is not eligible at the time of submitting the CDBG application. The proposed activity is not consistent with the City of Scranton's 5 year Consolidated Plan. During the creation of Scranton's 5 Year Consolidated Plan that includes the years 2015 to 2019; the City needed to document the category of activities to be funded for the next 5 years. The applicant provided a proposed activity that is mostly for the purpose of creating a "Memorial Monument Park"; unfortunately this is not included in our 5 year Consolidated Plan making the activity ineligible.

Therefore, if this application was to be funded by the City using CDBG funds it would be a critical error in the City's ability to maintain compliance with HUD regulations concerning the priorities established in the 5 Year Consolidated Plan.

If a project is determined to be ineligible and excluded from the City's Consolidated Plan at the time of awarding the funds, it is very problematic for the OECD staff to facilitate the HUD programs for the City and may become a timeliness concern by HUD and could jeopardize future HUD funding.

Also, the application is stating that the meeting the HUD National Objective eligibility would be that the location of the memorial is located in a low to moderate income area according to the 2010 U. S. Census. While this is a true statement in regards to meeting the National Objective the application does not address the eligibility for the activity. The selection of a HUD eligible activity must fall within an approved activity that is provided by HUD.

Other issues that were identified in the application were:

1. IRS form 990 was incomplete. Only one page was submitted with the application.
2. DUNS was not provided
3. Scranton School District is donating the land to Post #25. Who will hold title to the land? No agreement was provided. Who owns the land at the time of application?
4. No correspondence from the Scranton School District indicating they are in support of this application.
5. Besides the Scranton School District donating the land; are they providing any additional funding to the project?
6. The budget was not completed.
7. The project includes information for "Public Facilities" and "Public Services". If this activity was included in the Consolidated Plan; this project can only be funded under Public Facilities.
8. Application indicated that there are no paid employees just volunteers. What is the sustainability of the park over the next decade? Who will maintain the upkeep of the park? You cannot always depend on volunteers to maintain parks.
9. Who will maintain the insurance on the property? Also, due to environmental issues; the property is located in a Flood Plain. Who will carry Flood Insurance?

#### **EMERGENCY SOLUTIONS GRANT PROGRAM - \$230,000.00**

The Scranton-Lackawanna Continuum of Care meets as a whole and with the assistance of Scranton OECD determines where the greatest need is placed for this funding. There are five components: Street Outreach, Emergency Shelter, Homelessness Prevention, Rapid Re-Housing, Homeless Management Information system (HMIS), along with Administration

#### **HOME PROGRAM - \$350,000.00**

All HOME Program activities are implemented through OECD.

**2018 Applications Received  
Community Development Block Grant (CDBG)  
Estimated: \$2,200,000.00**

A	B	C	D	E	F	G	H	I	J	K		L	M	N
										City/OECD	Proposed Amt	Public Serv	Legislation	Public Serv
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Applicant Name	App Date	Address	Community Person	Project Name	Project Description	National Objective	Matrix Code	Proposed Amt	OECD Score	To Council	Final Amt	Passed	ENTER DATE	ENTER DATE
City of Scranton (OECD)	8/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	Housing Rehabilitation Program- Emergency Citywide	With this funding OECD can do Emergency Repairs to a property in the City of Scranton. Owners must meet income guidelines.	14A	LMI	\$ 200,000.00	100%	\$75,000.00				
City of Scranton (Fire Department)	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Allen Lucas Deputy Fire Chief	Scranton Engine # 7	Funding of 3rd payment on Fire Engine loan (see Narrative attached to Application for full description) ONLY NEEDS \$50K	030	LMA	\$ 150,000.00	100%	\$50,000.00				
City of Scranton (Licensing, Inspections & Permits)	8/29/2017	340 N. Washington Ave. Scranton, PA 18503	Patrick L. Hinton-Director	Demolition of Hazardous Structures	Demolition & Disposal of blighted and abandoned properties throughout the City of Scranton NOTE: WE HAVE A BALANCE OF \$80,000.00 FROM PREVIOUS YEAR	4	SBS	\$ 800,000.00	70%	\$25,000.00				
City of Scranton (OECD)	7/8/2017	340 N. Washington Ave. Scranton, PA 18503	Tom Preambo Deputy Director	(West Scranton) Sidewalk & Streetscape Improvements	The Administration and coordination for the construction of public sidewalks with ADA ramps, streetscape and lighting improvements that will serve to increase economic development in a selected area of West Scranton on South Main Avenue.	3K	LMA	\$ 250,000.00	95%	\$250,000.00				
City of Scranton (Department of Public Works)	07/07/17	340 N. Washington Ave. Scranton, PA 18503	Dennis Gallagher-Director of Public Works	Paving 2018	Paving and Curbcuts in Low-Med Areas.	3K	LMA	\$ 1,500,000.00	95%	\$327,050.00				
City of Scranton (OECD)	07/07/17	340 N. Washington Ave. Scranton, PA 18503	Tom Preambo Deputy Director	Economic Development Activities	The Administration and coordination of the City of Scranton's OECD Business Loan Program site infrastructure improvements to benefit low-to-moderate income persons through job creation where 51% of the positions created are held by low/mod persons.	18A	LMI	\$ 500,000.00	100%	\$ 75,000.00				
City of Scranton (OECD)	07/31/17	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	2018 Administration Costs	20% of the estimated \$2,200,000.00 CDBG allocation for administrative costs	21A	NA	\$ 420,000.00	100%	\$ 420,000.00				

**2018 Applications Received  
Community Development Block Grant (CDBG)  
Estimated: \$2,200,000.00**

2018 Community Development Block Grant													
A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Applicant Name	Applicant Address	Contact Person	Project Name	Project Description	National Objective	Matrix Code	Applicant's Proposed Amt	City/OECD Proposed Amt To Council	OECD Score	City/OECD Proposed Amt To Council	Public Serv Final Amt To Council	Legislation Passed ENTER DATE	Public Serv Passed ENTER DATE
City of Scranton (OECD)	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	2018 CDBG Admin for HOME	2018 CDBG Admin for HOME 570.206 Matrix21H	21H	NA	\$ 20,000.00	\$ 20,000.00					
City of Scranton (OECD)	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	Section 108 Loan Payment	Payment of 2019 Section 108 Loan-Scranton Hotel	19F	NA	\$ 290,850.00	\$ 290,850.00	100%				
City of Scranton (OECD)	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	Section 108 Loan Payment	Payment of 2019 Section 108 Loan-Steartown Mall Partners	19F	NA	\$ 208,100.00	\$ 208,100.00	100%				
Boys and Girls Club of NEPA	609 Ash Street Scranton, PA 18510	Julianne Curcio Development Director	Park II Program	The Park II Program is in the neighborhood version of the City of Scranton and the Scranton School District's sites in low-income neighborhoods to provide programming	05D	LMA	\$ 47,577.00	\$15,000.00	97%				
Scranton Police Department	100 S. Washington Ave Scranton, PA 18503	Maggie Perry Grant Manager	Community Development Officer Program	Hiring four (4) full time Community Development Officers to patrol low to moderate income areas only	05I	LMA	\$ 261,848.00	\$261,000.00	100%				
St. Joseph's Center	1213 Prospect Ave Scranton, PA 18505	Sr. Maryalice Jacquot	Mother Infant Program	The mother infant program is a transitional housing program, providing supervised apartment living, intensive case management, and support services to five (5) homeless families at the time to prepare them to move into permanent housing and	037	5	\$ 25,000.00	\$8,000.00	97%				
North Scranton Neighborhood Association Watch		McLain Park Improvement Project	Kathleen Quinn Co-President	Removal of hazardous playground apparatus and replace with state of the art playground equipment. Replacing fencing, walkways inside the park, resurfacing the basketball court and backboards. Purchase and install of falpole and trash receptacles NOTE: McLain Park received \$150,000 in 2017 Action Plan for project	1	03F	\$ 200,000.00	\$100,000.00	100%				
The Catharine McAuley Center	450 Pittston Avenue Scranton, PA 18505	Rapid Re-Housing Support for Homeless Women Exiting Emergency Shelters	St. Theresa Marques Executive Director	Six (6) months of case management support and rental assistance to three (3) women and their children to move toward permanent housing	05S	LMC	\$ 12,000.00	\$5,000.00	97%				

**2018 Applications Received  
Community Development Block Grant (CDBG)  
Estimated: \$2,200,000.00**

A	B	C	D	E	F	G	H	I	J	K	L	M	N
<b>2018 Community Development Block Grant</b>													
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Applicant Name	Date Recd	Address	Contact Person	Project Name	Project Description	National Objective	Matrix Code	Applicant's Proposed Amt	OECD Score	City/OECD Proposed Amt To Council	Public Serv Final Amt To Council	Legislation Passed ENTER DATE	Public Serv Passed ENTER DATE
Post 25 VFW	8/3/2017	2291 Rockwell Ave Scranton, PA 18508	Scranton Veterans Memorial Park Project	Patrick Dham Volunteer	Phase II of veterans memorial park completion of park area includes flag station, park equipment, monument completion	53	03F	\$ 295,000.00	53%	\$0.00			
United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	SCOLA	To provide adult literacy and English as a Second Language classes to residents of the City of Scranton	5H	LMC	\$ 20,000.00	97%		\$5,000.00		
United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	Bellevue Youth Program	To operate an evening/teen program at the Bellevue Community Center	05D	LMC	\$ 15,000.00	97%		\$5,000.00		
United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	Project Hope Summer Camp	To serve low-income children of the City of Scranton ages 5-12 through a summer camp that meets educational, nutritional, and recreational needs.	05D	LMC	\$ 80,000.00	97%	\$20,000.00			
NEPA Youth Shelter	8/4/2017	PO Box 20176 Scranton, PA 18502	Maureen Maher-Gray Executive Director	Teen Afterschool Drop In Center Bathroom Remodel	The existing bathroom was last remodeled in the 1990's and is not ADA compliant. It needs to be gutted and rebuilt.	3	LMC	\$ 29,000.00	97%	\$29,000.00			
Women's Resource Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret A. Rudy Executive Director	Safe Housing Program for Survivors of Domestic and/or Sexual Violence	Case management, transportation, food, job search, education and training assistance for families in WRAC safe housing program	05G	LMC	\$ 10,000.00	97%		\$5,000.00		
Center for Independent Living	8/4/2017	1142 Sanderson Ave Scranton, PA 18509	Timothy Moran CEO	Transitional Skills Program	The program teaches high school students with a variety of physical, intellectual, and cognitive disabilities daily living activities in a simulated living environment	05B	Presumed LMI	\$ 40,000.00	82%		\$5,000.00		
The Arc of NEPA	8/4/2017	115 Meadow Avenue Scranton, PA 18505	Eileen Rampe Director	Sanders Street Community Living Arrangement Porch Replacement	Porch replacement includes handicapped accessibility	3	Presumed LMI	\$ 20,000.00	95%	\$20,000.00			
<b>TOTAL</b>								\$ 5,394,375.00		\$1,876,000.00	\$330,000.00	\$2,200,000.00	

2018 Proposed Funding-HOME FUNDING ESTIMATED \$350,000.00 Updated August 31, 2017										
Applicant Name	Date Received	Address	Contact Person	Project Name	Project Description	Requested Amt.	OECD SCORE	Nat. Obl.	City/OECD Amt	Passed by City Council
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Homebuyer Program	To assist income qualified homebuyers purchase homes in the City of Scranton by providing assistance with down payment and closing costs	\$75,000.00	100%	LMI	\$75,000.00	
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 HOME Admin	10% of each year's HOME funding must be used for reasonable administrative and planning costs, in compliance with HOME rules.	\$52,500.00	100%	NA	\$35,000.00	
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 CHDO	CHDO is a non-profit community based organization that has staff with capacity to develop affordable housing for the community it serves. At least 15% of HOME funds must be set aside for CHDO. OECD will bid CHDO funding out.	\$50,000.00	100%	LMI	\$52,500.00	
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Homeowner Housing Rehab. Program	Rehabilitation of homes located in the City of Scranton to comply with City Codes. Eligibility is based on income. Must be a 1-unit home, must be the primary resident and applicant must not hold ownership in any other property.	\$125,000.00	100%	LMI	\$90,000.00	
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Rental Rehab. Program	The Rental Rehabilitation Program (RRP) was initiated by the City of Scranton's Economic and Community Development Department, in response to the local need for standard rental housing that is affordable to low income tenants. RRP provides owners of substandard residential rental property assistance is also provided. Since-family (up to four units) properties are eligible for this program.	\$100,000.00	100%	LMI	\$97,500.00	
Total:						\$402,500.00			\$350,000.00	

# Emergency Solutions Grant ESG 2018 ESTIMATED \$230,000.00

Updated 8/14/2017

Applicant's Name	Date Rec'd	Address	Contact Person	Narrative	Proposed Amt	Score	\$138,000.00 cap				Components			FINAL
							Emergency Shelter	Rapid Re-Housing	Homeless Prevention	Admin	7.5% Cap	Contingency	AMOUNTS	
Catholic Social Services	7/25/2017	504 Penn Avenue Scranton, PA 18508	Stephen Nocilla Executive Director	St. Anthony's Hacen Men's and Women's Shelter	\$51,000.00	97%	\$50,000.00						\$50,000.00	
City of Scranton OECD	7/31/2017	City Hall	Mary Maroon Director of Finance and Compliance	2018 ESG Admin	\$17,250.00	100%				\$17,250.00			\$17,250.00	
St. Joseph's Center	8/2/2017	2010 Adams Ave Scranton, PA 18509	Sr. Maryalice Jacquinot	Walsh Manor. Provides 24 hour care to homeless pregnant women. Each woman is provided with food, shelter, transportation, pregnancy counseling prenatal care and life skills classes. The women meet individually with a case manager to plan her future goals which include housing, employment, education, care training, etc.	\$20,000.00	97%	\$19,000.00						\$19,000.00	
The Catherine McAuley Center	8/3/2017	430 Pittston Ave Scranton, PA 18505	Sr. Therese Marques	The centers emergency shelter/family support program works to move women and children from homelessness to some degree of independence and to assist them to take control of their lives. The women are offered intensive case management for a period of 30 day. The period may be extended if the client, despite following through on her goals is not ready for independence	\$12,000.00	97%		\$12,000.00					\$12,000.00	
The Catherine McAuley Center	8/3/2017	430 Pittston Ave Scranton, PA 18505	Sr. Therese Marques	Shelter	\$28,000.00	97%	\$26,000.00						\$26,000.00	

Community Intervention Center	8/3/2017	445 N. 6th Ave Scranton, PA 18503	Kim Cadugan	Operational seven days a week, eleven hours a day as a mental health-drug and alcohol-homeless drop center	\$20,000.00	97%	\$18,000.00					\$18,000.00
Community Intervention Center	8/3/2017	445 N. 6th Ave Scranton, PA 18503	Kim Cadugan	Rapid rehousing	\$10,000.00	97%		\$10,000.00				\$10,000.00
United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	Rapid-Re Housing program is an intervention that is informed by the Housing First approach. It assists families with rapid re housing and stabilization services through case management, assistance with housing search and placement, as well as financial support with rental assistance	\$31,000.00	97%		\$31,000.00				\$31,000.00
Contingency	8/4/2017			Funds will be used for cost overruns		NA					\$3,495.00	\$3,495.00
Women's Resource Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret Ruddy Exec. Director	Emergency safe housing for survivors of domestic and sexual violence	\$27,763.00	97%	\$25,000.00					\$25,000.00
Women's Resource Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret Ruddy Exec. Director	Rapid rehousing will be provided for victims of domestic and sexual violence	\$17,755.00	97%		\$17,755.00				\$17,755.00
Women's Resource Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret Ruddy Exec. Director	Homeless prevention assistance will be provided for victims of domestic and sexual violence	\$500.00	97%			\$500.00			\$500.00
					\$235,268.00		\$138,000.00	\$70,755.00	\$500.00	\$17,250.00	\$3,495.00	\$230,000.00



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

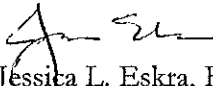
RECEIVED  
SEP 14 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. \_\_\_\_\_

2017

AN ORDINANCE

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 17 EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF \$19,133.00.**

WHEREAS, the Scranton Police Department is desirous of obtaining funds from the BJA FY 15 Edward Byrne Justice Assistance Grant ("JAG") Program-Local Solicitation in the amount of \$19,133.00 toward the purchase of a 3D\_HW\_LS\_FocusM 70 Laser Scanner from FARRO Technologies Inc. A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, the purpose of this grant is to partner with the Lackawanna County District Attorney's Office on the purchase of a Laser Scanner by FARO Technologies Inc.; and

WHEREAS, the total cost of the purchase is \$47,477.00. The Lackawanna County District Attorney's Office will be contributing \$28,344.00 towards this purchase.

WHEREAS, the purpose of this purchase is to provide the Scranton Police Department with the ability to capture all evidence at a crime scene or crash scene in a more effective and efficient manner. The Lackawanna County District Attorney's Office is partnering with the City of Scranton on the purchase of this equipment; this will allow the equipment to be operated by the Scranton Police Department and utilized throughout Lackawanna County.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City Officials are hereby authorized to apply for and execute a Grant Application, and, if successful, a Grant Agreement, and any and all documents related thereto, and accept any funds awarded through the BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-Local Solicitation.

**SECTION 1.** If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally

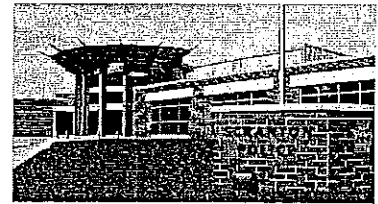
enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

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

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

**Police Department  
Maggie Perry  
Grant Manager**

Scranton Police Headquarters  
100 South Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 558-8335  
Fax: (570) 207-0412  
mamclane@scrantonpa.gov



SCRANTON

September 6, 2017

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

Re: 2017 JAG Funding

Atty. Boyles,

I respectfully request that you send legislation to City Council to apply for and execute the BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG)- Local Solicitation.

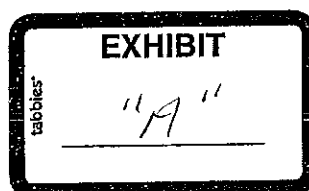
The purpose of this grant is to partner with the Lackawanna County District Attorney's Office on the purchase of a Laser Scanner by FARO Technologies. The amount of the JAG award is \$19,133- the DA's Office will be contributing \$28,344 towards this purchase.

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

Thank you,

*Maggie Perry*

Maggie Perry  
Grant Manager



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program  
FY 2017 Local Solicitation

Certifications and Assurances  
by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2017 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 42 U.S.C. § 3752(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOL"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (42 U.S.C. §§ 3750-3758); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government FY 2017 Certification of Compliance with 8 U.S.C. § 1373" executed by the chief legal officer of the applicant government with respect to the FY 2017 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it "supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOL, including by OJP and by the USDOL Office of the Inspector General.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373**

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
  - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
  - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

\_\_\_\_\_  
Signature of Chief Legal Officer of the Jurisdiction

\_\_\_\_\_  
Printed Name of Chief Legal Officer

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Title of Chief Legal Officer of the Jurisdiction

\_\_\_\_\_  
Name of Applicant Government Entity (i.e., the applicant to the FY 2017 OJP Program identified below)

**FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program**



Application

Correspondence

Application: Switch to ... ▾

Review SF-424 [Print a Copy](#)

Application Handbook

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<b>APPLICATION FOR FEDERAL ASSISTANCE</b>	<b>2. DATE SUBMITTED</b> September 01, 2017	<b>Applicant Identifier</b>
<b>1. TYPE OF SUBMISSION</b> Application Non-Construction	<b>3. DATE RECEIVED BY STATE</b>	<b>State Application Identifier</b>
	<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	<b>Federal Identifier</b>
<b>5. APPLICANT INFORMATION</b>		
<b>Legal Name</b> City Of Scranton		<b>Organizational Unit</b> Scranton Police Department
<b>Address</b> 340 N. Washington Ave Scranton, Pennsylvania 18503-1582		<b>Name and telephone number of the person to be contacted on matters involving this application</b>  Perry, Maggie (570) 558-8335
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN)</b> 24-6000704		<b>7. TYPE OF APPLICANT</b> Municipal
<b>8. TYPE OF APPLICATION</b> New		<b>9. NAME OF FEDERAL AGENCY</b> Bureau of Justice Assistance
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE</b> NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT</b> The Scranton Police Department will utilize JAG Local Solicitation funding for the purchase of a 3D_HW_LS_FocusM 70 Laser Scanner by FARO Technologies Inc.
<b>12. AREAS AFFECTED BY PROJECT</b> This equipment will be used throughout Lackawanna County in the events of crash reconstruction and crime scene investigation.		
<b>13. PROPOSED PROJECT</b> Start Date: September 01, 2018 End Date: August 31, 2019		<b>14. CONGRESSIONAL DISTRICTS OF</b> a. Applicant b. Project PA17
<b>15. ESTIMATED FUNDING</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>
Federal	\$19,133	
Applicant	\$0	

State	\$0	Program has not been selected by state for review
Local	\$0	
Other	\$28,344	
Program Income	\$0	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>
TOTAL	\$47,477	
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.</b>		

Continue

Edward Byrne Memorial Justice Assistance Grant Program  
City of Scranton

PROGRAM NARRATIVE

Statement of Problem:

The City of Scranton is requesting \$19,133 in funding to purchase a 3D\_HW\_LS\_FocusM 70 Laser Scanner by FARO Technologies Inc. The purpose of this purchase is to provide the Scranton Police Department to ability to capture all evidence at a crime scene or crash scene in a more effective and efficient manner. The Lackawanna County District Attorney's Office is partnering with the City of Scranton on the purchase of this equipment ; this will allow the equipment to be operated by the Scranton Police Department and utilized throughout Lackawanna County.

In the event of a serious crash or extensive crime scene it takes much time and man power to reconstruct the scene in order to gather evidence. This can not only tie up roadways for long periods of time but also put evidence at risk of contamination. The Laser Scanner can capture all evidence at crime scenes 50% faster, recording millions of measurements in seconds with +-1mm accuracy. This will allow the Scranton Police Department to collect evidence more effectively and efficiently with little to no error.

Project Design and Implementation:

The City of Scranton is partnering with the Lackawanna County District Attorney's Office on the proposed project; together they will work to ensure the Laser Scanner is used throughout the County to promote accurate and efficient evidence collection at crime scenes. The agencies are not only sharing the cost of the equipment but will work together to develop a

policy that guides the use of the equipment closing the gaps in resources available for evidence collection throughout the County.

Plan for Collecting the Data:

The City of Scranton agrees to submit specific performance measures data as part of its reporting under the award. The performance measures will correlate to the goals, objectives and deliverables identified in the solicitation. The performance measures will be based on the following:

- **Goal:** Collect all evidence at crime scenes more effectively and efficiently in order to accurately document the scene with little to no error.
  - o **Objective:** Purchase a Laser Scanner to be used to collect evidence at crime scenes; this scanner will record millions of measurements in seconds with +/-1mm of accuracy.
    - **Deliverable:** Presentations that can be prepared for court to aid in conviction. These presentations will provide a 3D imaging including all evidence that was collected to give a full and complete depiction of the scene of the crime.

Throughout the project period data will be collected quarterly- this will include number of times the equipment was utilized, the type of crime scene, by which agency, and if presentations were utilized for court. The collection of this data will help determine if the goal is being achieved.

Edward Byrne Memorial Justice Assistance Grant  
City of Scranton

BUDGET & BUDGET NARRATIVE

Item Number	Description	Unit Price	Total Price
LS-8-M-70	3D_HW_LS_FocusM 70 Laser Scanner	\$21,009	\$21,990
SOFTS0302	3D_SW_SD_SCENE Software and License to process data	\$6110	\$6,110
ACCSS8001	3D_AC_LS_FocuS Battery Power Block	\$590	\$590
ACCSS6005	3D_AC_LS_Carbon Fiber Compact Tripod	\$1150	\$1,150
ACCSS0287	200mm Koppa Target with Tripod Mount Kit	\$2910	\$2,910
ACCSS0299	80mm Koppa Target Set with Trajectory Rods	\$1440	\$1,440
SOFTS0334	3D_SW_SC_SCENE Extension Forensic software	\$2040	\$2,040
APPS01002	3D_SW_AP_SCENE Video Pro App	\$1370	\$1,370
TR-SCN-POS-O	Laser Scanner Training	\$4730	\$4,730
COMP0121X64	Super Power User Notebook	\$5100	\$5,100
	Shipping		\$47.00
<b>Total:</b>			<b>\$ 47,477.00</b>

Budget Narrative:

The City of Scranton is requesting \$19,133 for the purchase of a Laser Scanner and supporting equipment from FARO Technologies Inc. The total cost of this purchase is \$47,477- the City of Scranton will provide a funding match of \$28,344 from a commitment of funding from the Lackawanna County District Attorney's Office. This funding will be utilized for a one-time purchase of equipment and will not go towards any other costs associated with administering this equipment.

The City of Scranton will maximize cost effectiveness by allowing law enforcement throughout Lackawanna County to utilize this equipment in the event of a major crime scene or accident reconstruction. Also, this purchase is cost effective because it allows officers to collect evidence 50% faster which means less manpower is required at each scene-saving the City and County thousands of dollars a year.



OFFICE OF THE DISTRICT ATTORNEY  
County of Lackawanna  
SCRANTON, PENNSYLVANIA

SHANE SCANLON  
DISTRICT ATTORNEY  
(570) 963-6717  
FAX (570) 941-8948

August 29, 2017

To Whom It May Concern:

I am writing in support of The Scranton Police Department applying for funding under the 2017 Local Justice Assistance Grant for the partial purchasing of FARO Laser Scanner for crime scene investigations. The Lackawanna County District Attorney's Office will be contributing a total of \$28,344 to help cover the cost of the FARO Laser Scanner.

The Scranton Police Department and Lackawanna County District Attorney's Office will continue to work together to combat crime and keep our community safe. The purchase of this FARO Laser Scanner will allow the police department to do crash reconstruction, crime scene investigation, and crash and crime scene diagrams. Also, this tool will capture 3D representation of any scene, exactly how it was at the time of the scan. Everything the Laser can "see" is recorded as data points, which can digitally take measurements, create diagrams, animate scenes and present a "walk through" of what happened at the scene which is great evidence needed for hearings and trials.

If you should have any questions or concerns please feel free to contact me at 570-963-6717 extension 7401 or email at scanlons@lackawannacounty.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Shane Scanlon", is written over the typed name and title.

Shane Scanlon  
District Attorney



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329  
Expiration Date: 12/31/2018

FINANCIAL MANAGEMENT AND SYSTEM OF INTERNAL CONTROLS QUESTIONNAIRE

The financial management system of each non-Federal entity must provide for the following

- Retention requirements for records
- Requests for transfer of records
- Methods for collection, transmission and storage of information
- Access to records
- Restrictions on public access to records

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

(7) Written procedures for determining the allowability of costs.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address:

Organization Name: City of Scranton Police Department

Street1: 100 S. Washington Avenue

Street2:

City: Scranton

State: PA: Pennsylvania

Zip Code: 18503

2. Authorized Representative's Name and Title:

Prefix:

First Name:

Middle Name:

Maggie

Last Name:

Suffix:

Perry

Title:

Grant Administrator

3. Phone: (570) 558-8335

4. Fax:

5. Email: mamclane@scrantonpa.gov

6. Year Established:

1866

7. Employer Identification Number (EIN):

246000704

8. DUNS Number:

0604978560000

9. Type of Organization:

☐ State

☒ Municipality

☐ Non-Profit

☐ Higher Education

☐ Tribal

☐ For-Profit

☐ Other:



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329  
Expiration Date: 12/31/2018

AUDIT INFORMATION

An audit is conducted using generally accepted auditing standards (GAAS) or Generally Accepted Governmental Auditing Standards (GAGAS) and results in an audit report with an opinion.

10. The organization has undergone the following types of audit(s) (Please check all that apply):

- ☒ OMB A-133 Single Audit  
☒ Financial Statement Audit  
☐ Defense Contract Agency Audit (DCAA)  
☐ None  
☐ Programmatic Audit & Agency:

☐ Other Audit & Agency:

11. Most Recent Audit: ☒ Within the past 12 months ☐ Within the past two years ☐ More than two years

Name of Audit Agency/Firm: SB & Company

AUDITOR'S OPINION:

12. On the most recent audit, what was the auditor's opinion?

- ☐ Unqualified Opinion ☐ Qualified Opinion ☒ Disclaimer, Going Concern or Adverse Opinions

Please enter the number of findings:

3

Please enter the amount of questioned costs:

\$0.00

Were material weaknesses noted in either the Financial Statement or Single Audit? ☐ Yes ☒ No

ACCOUNTING SYSTEM

13. Which of the following best describes your accounting system:

- ☐ Manual ☐ Automated ☒ Combination

14. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

☒ Yes ☐ No ☐ Not Sure

15. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does your accounting system have the capability to document the recording of cost sharing or match for each grant? Can you determine if documentation is available to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure

17. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

☒ Yes ☐ No ☐ Not Sure

18. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available or by budget cost category (e.g. Personnel, Travel, etc.)?

☒ Yes ☐ No ☐ Not Sure

19. Is the organization familiar with the existing Federal regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

☒ Yes ☐ No ☐ Not Sure



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

OMB Number: 1121-0329  
Expiration Date: 12/31/2018

PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES

PROPERTY STANDARDS

20. Does your property management system(s) provide for maintaining:  
(1) a description of the equipment; (2) an identification number; (3) source  
of the property, including the award number; (4) where title vests; (5)  
acquisition date; (6) federal share of property cost; (7) location and  
condition of the property; (8) acquisition cost; &  
(9) ultimate disposition information?

☒ Yes ☐ No ☐ Not Sure

PROCUREMENT STANDARDS

21. Does your organization maintain written procurement procedures which  
(1) avoid unnecessary purchases; (2) provide an analysis of lease and  
purchase alternatives; and (3) provide a process for soliciting goods and  
services?

☒ Yes ☐ No ☐ Not Sure

22. Does your procurement system provide for the conduct to determine  
selection on a competitive basis and documentation of cost or price  
analysis for each procurement action?

☒ Yes ☐ No ☐ Not Sure

23. Does your procurement system include provisions for checking the  
"Excluded Parties List" system for suspended or debarred sub-grantees  
and contractors, prior to award? Please visit [www.sam.gov](http://www.sam.gov).

☒ Yes ☐ No ☐ Not Sure

TRAVEL POLICY

24. Does your organization:

(a) maintain a standard travel policy?

☒ Yes ☐ No

(b) adhere to the Federal Travel Regulation? (FTR)

☒ Yes ☐ No

SUBRECIPIENT MANAGEMENT AND MONITORING

25. (For Pass-through entities only). Does your organization have controls  
in place to monitor activities of subrecipients, as necessary, to determine  
that Federal awards are used for authorized purposes in compliance with  
laws, regulations, and the provisions of the award and that performance  
goals are achieved (2 CFR200)?

☐ Yes ☐ No ☐ Not Sure  
☒ N/A (Your organization does not  
make subawards.)

STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge. This document must be certified by  
the organization's Authorized Representative, Executive Director, Chief Financial Officer, Chairman of the Board of Directors,  
or similar position.

Name:

David Bulzoni

Date: 2017-08-30

Title:

☐ Executive Director ☐ Chief Financial Officer ☐ Chairman  
☒ Other Business Administrator

Phone:

(570) 348-4118

Edward Byrne Memorial Justice Assistance Grant  
City of Scranton

DISCLOSURE OF HIGH RISK STATUS

The City of Scranton is not designated as high risk by any federal grant making agency.

Edward Byrne Memorial Justice Assistance Grant  
City of Scranton

DISCLOSURE OF PENDING APPLICATIONS

The City of Scranton does not have any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed and (2) would cover identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> <b>B</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> <b>A</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> <input checked="" type="checkbox"/> <b>A</b> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: City of Scranton 340 N. Washington Avenue Scranton, Pa 18505 Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b> U.S. Department of Justice			<b>7. Federal Program Name/Description:</b> Edward Byrne Memorial Justice Assistance Grant CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ 19,133.00		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): Not Applicable			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): Not Applicable		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Maggie Perry</u> Print Name: <u>Maggie Perry</u> Title: <u>Grant Manager</u> Telephone No.: <u>(570) 558-8335</u> Date: <u>8/31/2017</u>		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



FARO Technologies Inc  
250 Technology Park  
Lake Mary FL 32746-7115  
Phone No: (888)319-7005  
Fax No: (407)562-5298  
Email: John.Mbwambo@faro.com

**Remit to:**  
FARO Technologies, Inc.  
P.O. Box 116908  
Atlanta, GA 30368-6908

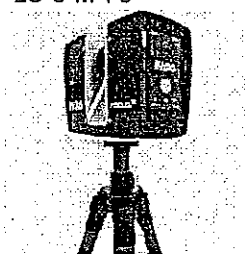
Quotation No: 20132426  
Quote Date: 08/07/2017  
Expiration Date: 09/06/2017  
Regional Manager: Dennis Sweet  
Account Manager: Edward Williams  
Sales Support: John Mbwambo  
Ship: Ground  
Payment Terms: Net due in 30 days  
with approved credit  
Delivery Terms: EXW Origin  
Delivery Date: 2-10 Weeks

**Bill To :**



Scranton Police Department (PA)  
340 N Washington Ave  
Scranton PA 18503-1546  
US



**Ship To :**

Scranton Police Department (PA)  
Joseph Castellano  
340 N Washington Ave  
Scranton PA 18503-1546  
US

Qty	Item No.	Description	Unit Price	Ext. Price
1	LS-8-M-70	3D_HW_LS_FocusM 70  Laser Scanner FocusM 70 ships with: 1x FocusM 70, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, IP rating 54, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x rugged transport case, calibration certificate and a quick start guide.	21,990.00	21,990.00
1	SOFTS0302	3D_SW_SC_SCENE SCENE version 6.N. Software and license to process data of FARO 3D Laser Scanners. Includes 1-year of software maintenance.	6,110.00	6,110.00
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block Power Block battery for FARO Focus S and Scan Localizer	590.00	590.00

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Ext. Price
1	ACCSS6005	3D_AC_LS_Carbon Fiber Compact Tripod  High-level carbon fiber tripod for Focus3D X 330 and Focus 3D X 130.	1,150.00	1,150.00
				
1	ACCSS0287	200mm Koppa Target W/ Tripod Mount Kit  A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with #KoppaTuff" coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.	2,910.00	2,910.00
		 <small>Image Not Available</small>		
1	ACCSS0299	80Mm Koppa Target Set W/ Trajectory Rods  A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.	1,440.00	1,440.00

Qty	Item No.	Description	Unit Price	Ext. Price
1	SOFTS0334	3D_SW_SC_SCENE Extension Forensic  Extension of FARO SCENE software with additional features for forensic applications.	2,040.00	2,040.00
				
1	APPS01002	3D_SW_AP_SCENE Video Pro App  SCENE Video Pro App, for SCENE single user license Plug-in for SCENE 5.N to create animated videos from scan data.	1,370.00	1,370.00
				
1	TR-SCN-POS-O	Laser Scanner Tr. - Upg to OnSite  Upgrade your three-day FARO facility Laser Scanner training to a customer site course for up to four (4) people. Customer site training are designed for up to four (4) trainees to endure proper transfer of knowledge and understanding. Price per class. NOTE: This part number is to be sold only with the purchase of new equipment and is meant to replace training at a FARO facility (TR-LS-SCN-POS). Training will expire if not taken within 90-days of receipt of equipment. Additional travel and lodging fees may be required for travel outside the US and Canada.#	4,730.00	4,730.00

Qty	Item No.	Description	Unit Price	Ext. Price
1	COMP0121X64	Super Power User Notebook High-end notebook computer. Contact your FARO representative for current specifications.	5,100.00	5,100.00



<b>Order Total:</b>	47,430.00
<b>Shipping Total:</b>	47.00
<b>Total in USD:</b>	47,477.00

### Suggested Optional Items

Qty	Item No.	Description	Unit Price	Ext. Price
1	SMA-SC-1Y	3D_MA_SC_SCENE Maintenance_1Y_STAND Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: one (1) year. Scope of service according to the conditions of the SCENE maintenance contract.	1,010.00	1,010.00
1	SMA-SC-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: Three (3) year. Scope of service according to the conditions of the SCENE maintenance contract.	2,540.00	2,540.00
1	SWS-FCX-1Y	3D_WA_LS_Focus3DX Warranty_1Y_STAND One (1) year Standard Warranty for FARO Focus3D X Series includes annual certification and recalibration. Parts, labor and return shipping charges covered. Goal is to have service completed within 10 business days from date of receipt.	4,810.00	4,810.00
1	SWS-FCX-3Y	3D_WA_LS_Focus3DX Warranty_3Y_STAND Three (3) year Standard Warranty for FARO Focus3D X includes annual certification and recalibration. Parts, labor and return shipping charges covered. Goal is to have service completed within 10 business days from date of receipt.	11,900.00	11,900.00
1	SWS-FCS-1Y	3D_WA_LS_FocusS Warranty_1Y_STAND	4,400.00	4,400.00

Qty	Item No.	Description	Unit Price	Ext. Price
		Standard warranty contract for the FARO FocusS. Including free recertification of the FARO FocusS once a year at FARO service centre, free repair of damages which are not caused by the user, technical Hotline, return shipping charges. Price for 1 year. Services based on our General terms and conditions of maintenance.		
1	SWS-FCS-3Y	3D_WA_LS_FocusS Warranty_3Y_STAND Standard warranty for the FARO Laser Scanner FocusS. Included: free recertification of the FARO FocusS once a year at FARO service centre, free repair of damages which are not caused by the user, technical Hotline support, return shipping charges. Duration: 3 years, considers 3 year factory warranty (included with yearly service). Only available at the point of sale of a new unit. Services based on our General terms and conditions of maintenance.	8,390.00	8,390.00



## Additional Information

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### QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. Net 30 or Sooner Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

### CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO 17025 for FARO USB FaroArms and Bluetooth Gage, and Laser Trackers (when B89 or Standard Calibration for Vantage is requested). If another calibration standard is required please discuss with your Customer Service representative.

FARO USB FaroArms and Bluetooth Gage are certified using calibration procedures developed in accordance with ASME B89.4.22.

FARO Laser Trackers are certified following FARO internal procedures developed in accordance with ISO9001:2008. The ASME B89.4.19 System Calibration (Part #: 960-02589) is an additional calibration process to our FARO Standard Calibration (Part #: ACC-00). The tracker must be put through our standard calibration first before an ASME B89.4.19 System Calibration.

FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different default decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified.

#### STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ("Product") to Purchaser except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order issued by FARO or approved by FARO (each, an "Order"). FARO hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document and FARO's acceptance of any Order is expressly made conditional on Purchaser's acceptance of these standard terms and conditions. FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions. Acceptance of these standard terms and conditions and any Order, both or either of which may be delivered to Purchaser in electronic form by FARO shall be deemed to have occurred upon the earlier of (i) executing or accepting these standard terms and conditions, (ii) executing or accepting any Order, (iii) when Purchaser is aware that FARO has commenced performance thereunder or (iv) taking delivery of any Products.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00.

- 1.00 Payment of Purchase Price  
1.01 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice. If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. FARO shall be entitled to issue an invoice upon shipment of Product. FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).  
1.02 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO's income) that FARO may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale or use of Product. Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.  
1.03 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.  
1.04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:  
a) the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;  
b) the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;  
c) the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 hereof;  
d) the right to terminate any existing Software license agreement with Purchaser; and  
e) the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).  
1.05 Except as expressly set forth in Section 4.06, FARO does not permit returns on any Products shipped.  
1.06 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.  
1.07 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all actual attorneys' and paralegal fees and collection costs FARO may assign any cause of action that it has against Purchaser without Purchaser's consent.  
2.00 Delivery and Transportation  
2.01 Delivery dates set forth in the Order are estimates and not guarantees, and are based upon conditions at the time such estimate is given.  
2.02 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.  
2.03 If there is a shortage of Product, excessive demand for Product or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.  
2.04 Responsibility for all costs and risks in any way connected with the storage, transportation and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.  
2.05 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.  
3.00 Installation, Operator Training and Maintenance  
3.01 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product and setting up of Product for operation.  
3.02 Subject to Section 4.00, Purchaser shall be responsible for all maintenance of Product.  
4.00 Warranties and Exclusions: Exclusive Remedies and Disclaimers  
4.01 Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material affecting the fitness of Product for its usual purpose under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will operate in an uninterrupted or error free manner.  
4.02 Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.  
4.03 The warranties set out in paragraphs 4.01 and 4.02 above (together, the "Warranties") shall expire at the end of the twelve (12) month period commencing on the last day of the calendar month in which Product was delivered to Purchaser (the "Warranty Period").  
4.04 To properly make a claim under the Warranties, Purchaser must deliver written notice to FARO during the Warranty Period, at FARO's contact information set forth on the Order, of a breach of the Warranties, together with a description of such breach in reasonable detail. Within a reasonable time following receipt of such proper notice FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any breach reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be in breach of the Warranties, Purchaser shall pay the cost of service, which shall be the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation.  
4.05 The Warranties shall not apply to or cover:  
a) Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the purpose for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.  
b) Any replacement of expendable items, including, but not limited to, fuses, diskettes, printer paper, printer ink, printing heads, disk cleaning materials, or similar cleaning items.  
c) Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, disk drive head cleaning, fan filter cleaning and system clock battery replacement.  
d) Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with section 4.11 or prior express written consent is obtained.  
e) Any defect in or related to Product which FARO cannot duplicate with reasonable effort.  
f) Any defect in or related Product caused by materials, including hardware, software or data not supplied by FARO.  
g) Any defect caused or resulting from accident, physical, electrical or magnetic stress, failure of electric power, air condition or environmental controls, use in or with defective or non-compatible equipment, hardware, software or data.  
h) Any defect or problem caused by changes in the operating characteristics of computer systems, hardware or software developed after Product is delivered.  
i) Any Product exported by Purchaser outside of the United States or Canada.  
j) Any demonstration or used Product.  
k) Any services of FARO. ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER 'AS IS' WITHOUT WARRANTY OF ANY KIND.  
l) Any Third Party Product sold or included with the Products. Such Third Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. OTHERWISE, SUCH THIRD PARTY PRODUCTS ARE PROVIDED TO PURCHASER 'AS IS' WITHOUT WARRANTY OF ANY KIND.  
4.06 Factory Repairs  
a) IF PRODUCT IS UNDER WARRANTY: Purchaser agrees to ship Product to FARO in the original packing container at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.  
IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product (Temporary Replacements) as appropriate while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.  
b) IF PRODUCT IS NOT UNDER WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.  
4.07 FARO may authorize the manufacturer of a component of Product to perform any Warranty service.  
4.08 Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust or replace Product as provided in Section 4.04.  
4.09 DISCLAIMER OF WARRANTIES. THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.

- 4.10 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.
- 4.11 The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:
1. Product is currently within the Warranty Period;
  2. The new owner is, or becomes, a Certified User;
  3. A FARO warranty transfer form is completed and submitted to FARO Customer Service.
- 4.12 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third party.
- 4.13 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.
- 4.14 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.
- 5.00 Limitations of Liability
- 5.01 In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as provided in Section 4.06(b)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.
- 5.02 FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.
- 5.03 The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions, and that the same form an essential basis of the bargain between the parties.
- 6.00 Design Changes
- 6.01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date.
- 6.02 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.
- 7.00 Intellectual Property
- 7.01 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.
- 7.02 Purchaser acknowledges and agrees that the Software contains trade secrets, and confidential and proprietary information, of FARO, and shall maintain all Software as confidential and proprietary information of FARO, and shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, and confidential and proprietary information, than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions, or for purpose of making one (1) archival or back-up copy of the Software), alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Software, in whole or in part, or permit access to or use thereof by any third party.
- 7.03 Purchaser acknowledges that any unauthorized use of the Software, or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorney's fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions from any such unauthorized use.
- 7.04 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.
- 8.00 Indemnification
- Purchaser will defend, indemnify and hold harmless FARO against all claims, losses, liabilities, damages, costs and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employees, agents, affiliates and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
- 9.00 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous
- 9.01 FARO shall not be liable for any loss, damage, detention or delay due directly or indirectly to any cause beyond FARO's control (a 'Force Majeure Event'), including without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.
- 9.02 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.
- 9.03 No representative of FARO has any authority to modify, alter, delete or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.
- 9.04 The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations shall be in either (a) the United States District Court for the Middle District of Florida, Orlando Division, or (b) the Business Court of the Ninth Judicial Circuit Court of Orange County, Florida.
- 9.05 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.
- 9.06 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 9.07 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT OR ACTION RELATED THERETO OR HERETO.
- 9.08 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit or other proceeding relates.
- 9.09 Purchaser shall not export or re-export any Product in violation of applicable law, rules or regulations.
- 10.00 Definitions
- 10.01 'Certified User' means any person who has completed at full session of product-specific training for Product.
- 10.02 'FARO' means FARO Technologies, Inc.
- 10.03 'FARO Intellectual Property' means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements and updates of any Product.
- 10.04 'Purchaser' means the party buying Product and who is legally obligated under the Order.
- 10.05 'Software' means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs disk drive directory organization and content, sold pursuant to the Order.
- 10.06 'Purchase Price' means the agreed-upon price of Product set forth in the Order.
- 10.07 'Third Party Product' shall mean any equipment, products, Software or services of a third party that FARO sells or makes available to Purchaser under an Order.



# Project Abstract



## Part 1: Please identify the applicant point of contact (POC)

OMB No. 1121-0329  
Approval Expires 07/31/2016

<b>Applicant POC</b>	
Organization Name	City of Scranton
POC Name	Maggie Perry
Phone Number	570-558-8335
Email Address	mamclane@scrantonpa.gov
Mailing Address	340 N. Washington Avenue Scranton, Pa 18503

## Part 2: Please identify the application

<b>Application Information</b>	
Solicitation Name	Edward Byrne Memorial Justice Assistance Grant Program
Project Title	Crime Scene Investigation
Proposed Start Date	September 1, 2018
Proposed End Date	August 31, 2018
Funding Amount Requested	19,133

## Part 3: Please identify the project location and applicant type

<b>Project Location and Applicant Type</b>	
Project Location (City, State)	City of Scranton
Applicant Type (Tribal Nation, State, County, City, Nonprofit, Other)	City



U.S. Department of Justice  
Office of Justice Programs

Save

Print

#### Part 4: Please provide a project abstract

Enter additional project abstract information. Unless otherwise specified in the solicitation, this information includes:

- **Statement of the Problem:** State the purpose of the project, the problem to be investigated, and the anticipated relevance to policy, practice, and theory.
  - **Subjects:** If applicable, include the number of subjects in the study and a description of their characteristics, such as age, gender, race/ethnicity, and other pertinent attributes.
  - **Partnerships:** Description of any significant partnerships.
  - **Research Design and Methods:** Summarize how the work will be organized and conducted by describing the methods proposed including a clear timeline, the type of data, collection strategies, instruments, study sites, and other methods or procedures; stating the hypotheses and briefly describing the specific aims and rationale; or for technology development efforts, briefly describing how the technology is to be introduced into practice and key technology challenges.
  - **Analysis:** Summarize the techniques proposed for data analysis. Summarize steps to be taken to strengthen the reliability and validity of the analysis.
  - **Products, Reports, and Data Archiving:** Describe the anticipated outcomes and expected products such as data sets, interim and final reports, and tools or technologies. If applicable, describe data to be archived.
- Text should be single spaced; do not exceed 400 words.

##### Project Abstract

The City of Scranton is requesting \$19,133 in funding to purchase a 3D\_HW\_LS\_FocusM 70 Laser Scanner by FARO Technologies Inc. The purpose of this purchase is to provide the Scranton Police Department the ability to capture all evidence at a crime scene or crash scene in a more effective and efficient manner. This equipment will be used throughout Lackawanna County when needed. In the event of a serious crash or extensive crime scene it takes much time and man power to reconstruct the scene in order to gather evidence. This not only ties up roadways for long periods of time but also put evidence at risk of contamination. The Laser Scanner can capture all evidence at crime scenes 50% faster, recording millions of measurements in seconds with +/-1mm accuracy. This will allow the Scranton Police Department to collect evidence more efficiently with little to no error.

Goal: Collect evidence at crime scenes more effectively in order to accurately document the scene with little to no error

Objective: Purchase a Laser Scanner to be used to collect evidence at crime scenes; this scanner will record millions of measurements in seconds with +/-1mm of accuracy.

Deliverable: Presentations that can be prepared for court to aid in conviction. These presentations will provide a 3D imaging including all evidence that was collected to give a full and complete depiction of the scene of the crime.



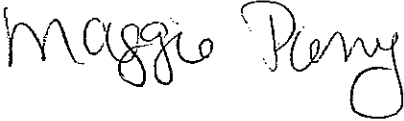
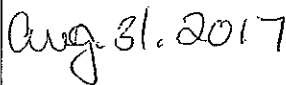
**Part 5: Please indicate whether OJP has permission to share the project abstract**

If the applicant is willing for the Office of Justice Programs (OJP), in its discretion, to make the information in the project abstract above publicly available, please complete the consent section below. Please note, the applicant's decision whether to grant OJP permission to publicly release this information will not affect OJP's funding decisions. Also, if the application is not funded, granting permission will not guarantee that information will be shared, nor will it guarantee funding from any other source.

☐ Permission not granted

☒ Permission granted (Fill in authorized official consent below.)

On behalf of the applicant named above, I consent to the information in the project abstract above (including contact information) being made public, at the discretion of OJP consistent with applicable policies. I certify that I have the authority to provide this consent.

Authorized Official (AO) Consent	
Signature 	Date 
AO Name	Maggie Perry
Title	Grant Manager
Organization Name	City of Scranton
Phone Number	570-558-8335
Email Address	mamclane@scrantonpa.gov

**Note:** This document is to be submitted as a separate attachment with a file name that contains the words "Project Abstract."





DEPARTMENT OF LAW

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

September 13, 2017

RECEIVED

SEP 14 2017

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

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO THROUGH THE BJA FY 17 EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM-LOCAL SOLICITATION IN THE AMOUNT OF \$19,133.00.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. \_\_\_\_\_

2017

AN ORDINANCE

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE THE DEED CONVEYING TITLE FROM RSM PROPERTIES, LLC, THE PROPERTY LOCATED AT 248-256 WYOMING AVENUE, SCRANTON PENNSYLVANIA TO THE CITY OF SCRANTON, AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

WHEREAS, this DEED, by and between RSM PROPERTIES, LLC, of the City of Scranton, County of Lackawanna County, Commonwealth of Pennsylvania, (hereinafter referred to as the "GRANTOR") , and the CITY OF SCRANTON, County of Lackawanna County, Commonwealth of Pennsylvania, (hereinafter referred to as the "GRANTEE") in consideration for the sum of Three Hundred Seventy-Five Thousand (\$375,000.00) Dollars, in hand paid, the receipt whereof acknowledged; the Grantor does hereby grant and convey to said Grantee; its Agents and Assigns ALL that certain piece or parcel of land situate, lying and being in the Eighth Ward of the City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, as more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City intends to use this parcel of property for greenspace in the downtown area.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute the Deed conveying title from RSM PROPERTIES, LLC, the property located at 248-256 Wyoming Avenue, Scranton, Pennsylvania to the City of Scranton as more fully described in Exhibit "A" attached hereto and made a part hereof.

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

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

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

## THIS DEED

MADE, the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord Two-Thousand Seventeen (2017) A.D.

BETWEEN RSM PROPERTIES, LLC, of the City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania, hereinafter referred to as the GRANTOR;

AND

CITY OF SCRANTON, of the County of Lackawanna, Commonwealth of Pennsylvania, hereinafter referred to as the GRANTEE;

WITNESSETH, that in consideration of three hundred seventy five thousand dollars (\$375,000.00), in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey to said Grantee, its Agents and Assigns,

ALL that certain piece or parcel of land situate, lying and being in the Eighth Ward of the City of Scranton, County of Lackawanna and Commonwealth of Pennsylvania, to wit:

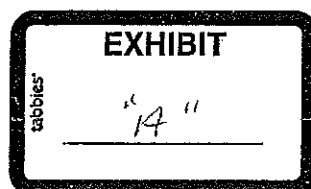
Being all of Lot No. 13 and the easterly portion of Lot No. 12, in Block No. 37 on the Lackawanna Iron and Coal Company's Plot of the City of Scranton, situate on the southeasterly corner of Linden Street and Wyoming Avenue, being sixty-five (65') feet, more or less, in front on Wyoming Avenue, same width in rear, and extending of that width one hundred fifty (150') feet along Linden Street, with the right to enclose, use and occupy ten (10') feet in front of the front line of said Lot on Wyoming Avenue and Linden Street for yard, vault, porch, piazza, cellarway, bay window, but for no other purpose.

Subject to the same exceptions, restrictions, reservations and conditions as are contained in deeds forming the chain of title

BEING the same premises conveyed by Edward C. Golden and Agnes M. Golden, his wife, to RSM Properties, LLC by Deed dated July 28, 2008 and recorded in Lackawanna County Recorder of Deeds Office at instrument number 200818955.

Tax Map No. 15627-020-003

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE EXCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY



ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

And the said Grantors will Specially Warrant the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor have hereunto set its hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_ [SEAL]

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF LACKAWANNA ) SS.  
)

ON THIS, the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public, the undersigned Officer, personally appeared, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

I hereby certify that the precise address of the Grantee is:

City Hall  
340 N. Washington Avenue  
Scranton, PA 18503

\_\_\_\_\_  
Attorney for Grantee



DEPARTMENT OF LAW

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

September 13, 2017

RECEIVED

SEP 14 2017


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

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE THE DEED CONVEYING TITLE FROM RSM PROPERTIES, LLC, THE PROPERTY LOCATED AT 248-256 WYOMING AVENUE, SCRANTON PENNSYLVANIA TO THE CITY OF SCRANTON, AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RESOLUTION NO. \_\_\_\_\_

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON AND, IF SUCCESSFUL, ACCEPT THE FUNDS RELATED THERETO THROUGH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF \$75,000.00 TO BE USED TO DEVELOP A CHESAPEAKE BAY POLLUTION REDUCTION PLAN.**

**WHEREAS**, the City of Scranton 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 \$75,000.00 to be used to develop a Chesapeake Bay Pollution Reduction Plan. 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 total cost of the Pollution Reduction Plan is \$100,000.00. The City of Scranton has committed \$25,000.00 toward the Project. \$50,000.00 of the funding will be used for the creation of the Chesapeake Bay Pollution Reduction Plan and \$50,000.00 will be used for mapping the MS4 system – which would be a combination of plan reviews, field work and GIS digitalizing; and

**WHEREAS**, the City's goal is to reduce the amount of pollution our area contributes to the Chesapeake Bay Watershed. In order to achieve this goal, the City of Scranton will use requested funding to prepare a Chesapeake Bay Pollution Reduction Plan which will include public participation, mapping, identification of pollutants, determining the baseline pollutant loading, determine the amount of pollutants that must be removed, identifying funding mechanisms and identifying responsible parties for operation and maintenance of best management practices.

**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 and execute a Grant application by the City of Scranton and, if successful, accept the funds related thereto through the Pennsylvania Department of Community Development (DCED) for a local share account grant (Gaming Funds-Monroe County) in the amount of \$75,000.00 be used to develop a Chesapeake Bay Pollution Reduction Plan.

**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.

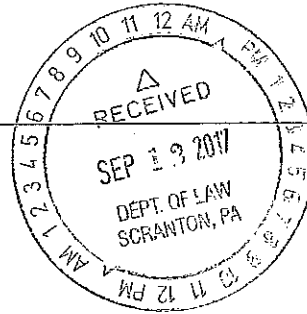
**SECTION 2.** This Resolution shall become effective immediately upon approval.

**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**

---



September 11, 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 Gaming Local Share Account funding through the Pennsylvania Department of Community and Economic Development. The purpose of this funding is to develop a Chesapeake Bay Pollution Reduction Plan.

The City of Scranton is requesting \$75,000 in funding for this project. The total cost of the Pollution Reduction Plan is estimated to be \$100,000- the City has committed \$25,000.

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: 8116964

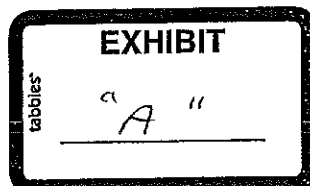
Applicant: City of Scranton

Company: City of Scranton

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

**Applicant Information**

Applicant Entity Type:	Government
Applicant Name:	City of Scranton
NAICS Code	9211
FEIN/SSN Number	XXXXXXXXXX
DUNS Number:	
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor #:	XXXXXX
Contact Name:	Maggie
Contact Title:	Perry
Phone:	(570)-558-8335 Ext.
Fax:	(570)-207-0412
E-mail:	MaMcLane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503



**Single Application for Assistance**

Web Application Id: 8116964

Applicant: City of Scranton

Company: City of Scranton

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

**Single Application for Assistance**

Web Application Id: 8116964

Applicant: City of Scranton

Company: City of Scranton

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

**Company Information**

Company Entity Type:	Government
Company Name:	City of Scranton
NAICS Code	9211
FEIN:	XXXXXXXX
DUNS Number:	
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor #:	XXXXXX
Contact Name:	Maggie
Contact Title:	Perry
Phone:	(570)-558-8335 Ext.
Fax:	(570)-207-0412
E-mail:	MaMcLane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503

## Single Application for Assistance

Web Application Id: 8116964

Applicant: City of Scranton

Company: City of Scranton

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

### Business Specifics

Current # of Full-time Employees:	
(In PA):	0
(World Wide:)	0
Minority Owned:	No
	Select
Woman Owned:	No
Total Sales \$:	0
Total Export Sales \$:	0
R&D Investment:	0 (% of Budget)
Employee Training Investment:	0 (% of Budget)

### Enterprise Type

Indicate the types of enterprises that describe the organization listed above. You may select more than one type.

<input type="checkbox"/> Advanced Technology	<input type="checkbox"/> Agri-Processor	<input type="checkbox"/> Agri-Producer
<input type="checkbox"/> Authority	<input type="checkbox"/> Biotechnology / Life Sciences	<input type="checkbox"/> Business Financial Services
<input type="checkbox"/> Call Center	<input type="checkbox"/> Child Care Center	<input type="checkbox"/> Commercial
<input type="checkbox"/> Community Dev. Provider	<input type="checkbox"/> Computer & Clerical Operators	<input type="checkbox"/> Defense Related
<input type="checkbox"/> Economic Dev. Provider	<input type="checkbox"/> Educational Facility	<input type="checkbox"/> Emergency Responder
<input type="checkbox"/> Environment and Conservation	<input type="checkbox"/> Exempt Facility	<input type="checkbox"/> Export Manufacturing
<input type="checkbox"/> Export Service	<input type="checkbox"/> Food Processing	<input checked="" type="checkbox"/> Government
<input type="checkbox"/> Healthcare	<input type="checkbox"/> Hospitality	<input type="checkbox"/> Industrial
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Mining	<input type="checkbox"/> Other
<input type="checkbox"/> Professional Services	<input type="checkbox"/> Recycling	<input type="checkbox"/> Regional & National Headquarters
<input type="checkbox"/> Research & Development	<input type="checkbox"/> Retail	<input type="checkbox"/> Social Services Provider
<input type="checkbox"/> Tourism Promotion	<input type="checkbox"/> Warehouse & Terminal	

Government,

**Single Application for Assistance**

Web Application Id: 8116964

Applicant: City of Scranton

Company: City of Scranton

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

**Project Overview**

Project Name:

Pollution Reduction Plan

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: 8116964

Applicant: City of Scranton

Company: City of Scranton

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

### Project Site Locations

Address:	340 N. Washington Avenue
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:	340
Jobs To Be Created:	
Jobs that Pay:	\$31,612.00
	Created Retained
	<p><b><u>Jobs that Pay</u></b></p> <p>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.</p> <p><b>NOTE:</b> Jobs that Pay required data by the Department is for reporting purposes only and will <b>NOT</b> be used as a criteria for awarding loans, loan guarantees, grants or tax credits.</p>
Designated Areas:	Act 47 Distressed Community

## Single Application for Assistance

Web Application Id: 8116964

Applicant: City of Scranton

Company: City of Scranton

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

### Project Budget

	Local Share Account Fund (Gaming Funds) Monroe County	City of Scranton Local	Total
Miscellaneous	\$75,000.00	\$25,000.00	
Chesapeake Bay Pollution Reduction Plan	\$50,000.00	\$0.00	\$50,000.00
MS4 System Mapping	\$25,000.00	\$25,000.00	\$50,000.00
Total	\$75,000.00	\$25,000.00	
		<b>Budget Total:</b>	<b>\$100,000.00</b>

#### Basis of Cost

Provide the basis for calculating the costs that are identified in the Project Budget.

#### Engineer Estimates

#### 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 scope of work that was provided by a representative from Arcadis- a global design, engineering and management consulting company. This company has prepared Chesapeake Bay Pollution Reduction Plans for other municipalities that are part of the watershed and has a thorough understanding of what the plan should entail.

Pennsylvania Department of Community and Economic Development  
Local Share Account (Gaming Funds) Monroe County

City of Scranton- Pollution Reduction Plan  
Application # 8116964

Description of Project:

The Chesapeake Bay watershed spans more than 64,000 square miles, encompassing parts of six states- Delaware, Maryland, New York, Pennsylvania, Virginia and West Virginia. The land-to-water ratio of the Chesapeake Bay is 14:1- the largest of any coastal water body in the world. The Lackawanna River system is a tributary of the Susquehanna River which is part of the Chesapeake Bay watershed.

The tributaries send fresh water into the bay, offer vital habitat to aquatic plants and animals, and provide people with public access points where they can fish, boat and swim. However, excess nutrients and sediments have been polluting the waters and threatening the health of the entire watershed. To restore and protect this resource, the Chesapeake Bay Program partnership was formed in 1983 when the Chesapeake Bay Agreement was signed by the Governors of Maryland, Virginia, Pennsylvania, and the Chair of the Chesapeake Bay Commission and the Administrator of the Environmental Protection Agency. The initial agreement recognized the historical decline of living resources in the Chesapeake Bay watershed and committed to a cooperative approach to full address the extent, complexity and sources of pollutants entering the Bay.

One of the main issues affecting the health of the watershed is stormwater runoff. When urban and suburban development increases, builders often remove natural buffers, such as

vegetated areas, to make room for the impervious surfaces that encourage stormwater to flow freely into local waterways. As stormwater flows across streets, sidewalks, lawns etc. it can pick up harmful pollutants and excess nutrients and push them into storm drains, rivers and streams causing a number of environmental problems.

Stormwater runoff is the fastest growing source of pollution to the Chesapeake Bay watershed. According to data from the Chesapeake Bay Program's Watershed Model, stormwater contributed 16% of nitrogen loads, 18% of phosphorous loads and 24% of sediment loads to the Bay in 2015.

The Lackawanna River runs through the City of Scranton- this municipality has experienced economic prosperity and hardships of a "boom and bust" economy. With mining, textiles and a variety of other industries taking hold in the early part of the 20<sup>th</sup> century, Scranton grew rapidly in turn creating impervious surface and the need to continuously control runoff from rain and storm events to help protect local water quality and meet federal and state regulations.<sup>1</sup> The majority of the existing stormwater infrastructure within Scranton was constructed before 1950 and both sewage waste and stormwater runoff are combined into one Combined Sewer System; an estimated 63% of Scranton's sewers are combined with 37% considered Municipal Separate Storm Sewer System (MS4).<sup>2</sup> The MS4 system takes water runoff and directs it into surrounding rivers and streams which can create pollution problems for the river. As previously stated, when runoff crosses over parking lots and impervious pavement

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<sup>1</sup> University of Maryland- Environmental Finance Center, 22. The City of Scranton & Scranton Sewer Authority Stormwater Management (MS4 & CSO) System Review: A Phase One Assessment and Recommendation Report for Efficient Management & Sustainable Infrastructure, 2013.  
[https://efc.umd.edu/assets/lanaster\\_sw/stormwater/scranton\\_nfwf\\_report\\_october\\_31\\_2013\\_final\\_appendices.pdf](https://efc.umd.edu/assets/lanaster_sw/stormwater/scranton_nfwf_report_october_31_2013_final_appendices.pdf)

<sup>2</sup> Ibid, 15

it picks up contaminants and the polluted stormwater is sent directly into the water body, in this case the Lackawanna River and eventually the Chesapeake Bay.<sup>3</sup>

As the City grew over the years the stormwater system was expanded but not upgraded; currently the general fund allocations for stormwater programming are not adequate for the City to properly manage storm water in long terms. In addition the Lackawanna River is the largest point source of pollution in Chesapeake Bay; mostly due to the Old Forge borehole which discharges between 40 million and 100 million gallons of acid mine drainage per day<sup>4</sup>, the urban stormwater runoff is also a contributing factor to water quality problems.

The City of Scranton is required by the Municipal Separate Storm Sewer System (MS4) permit issued by the Pennsylvania Department of Environmental Protection to prepare a Chesapeake Bay Pollution Reduction Plan (PRP). The purpose of the PRP is to identify the areas of the City that contribute stormwater runoff and pollutants into the MS4 system as well as specific stormwater best management practices (BMP) that will reduce pollutant loads to local waterways.

The City of Scranton is requesting \$75,000 in funding from the Department of Economic and Community Development through the Local Share Account Gaming Funds-Monroe County. This funding will be used to prepare a Chesapeake Bay Pollution Reduction Plan which will include public participation, mapping, identification of pollutants, determining the baseline pollutant loading, determine the amount of pollutants that must be removed, identifying funding mechanisms and identifying responsible parties for operation and maintenance of best management practices.

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<sup>3</sup> Ibid, 15

<sup>4</sup> <http://thetimes-tribune.com/news/old-forge-borehole-drains-mines-for-50-years-1.1421199>



DEPARTMENT OF LAW

PENNSYLVANIA

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

September 13, 2017

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON AND, IF SUCCESSFUL, ACCEPT THE FUNDS RELATED THERETO THROUGH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED) FOR A LOCAL SHARE ACCOUNT GRANT (GAMING FUNDS-MONROE COUNTY) IN THE AMOUNT OF \$75,000.00 TO BE USED TO DEVELOP A CHESAPEAKE BAY POLLUTION REDUCTION PLAN.

Respectfully,

*Jessica L. Eskra* (s)  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RESOLUTION NO. \_\_\_\_\_

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH CC CLEANING SERVICES FOR JANITORIAL SERVICES FOR SCRANTON CITY HALL AND THE SCRANTON POLICE HEADQUARTERS FOR A ONE (1) YEAR PERIOD.**

**WHEREAS**, a request for Proposals was advertised for the re-bid of Janitorial Services for Scranton City Hall and the Scranton Police Department 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 CC Cleaning Services for the reasons provided in the attached Memorandum from the Director of the Department of Licensing, Permits and Inspections.

**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 CC Cleaning Services for Janitorial Services for Scranton City Hall and the Scranton Police Headquarters for a one (1) year period.

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

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

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

## CONTRACT

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

CC CLEANING SERVICES  
110 POTTER STREET  
DUNMORE, PA 18512  
PHONE NO. (570) 575-0376

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 janitorial services for Scranton City Hall and the Scranton Police Headquarters. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

JANITORIAL SERVICES FOR  
CITY OF SCRANTON CITH HALL AND  
THE SCRANTON POLICE HEADQUARTERS  
PER THE ATTACHED BID PROPOSAL AND  
SCRANTON'S \SPECIFICATIONS  
ATTACHED HERETO  
FOR TOTAL BID PRICE OF \$33,540.00

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 CC Cleaning Services dated September 8, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

### ARTICLE II - GENERAL

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

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

.....

### ARTICLE III - FEES

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

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

### ARTICLE IV - INDEMNIFICATION

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

### ARTICLE V - INSURANCE

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

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

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

- (a) Name of insurance company, policy number, and expiration data;

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

#### ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

#### ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTERSIGNED:

\_\_\_\_\_  
CITY CONTROLLER

\_\_\_\_\_  
DIRECTOR DEPARTMENT OF PUBLIC  
WORKS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY SOLICITOR

DATE: \_\_\_\_\_

CC CLEANING SERVICES

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

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

September 12, 2017

Mrs. Jessica Eskra, Esq.  
City Solicitor  
Law Department  
340 N Washington Ave  
Scranton, PA 18503

**Re: 2017 Request for Proposals for Janitorial Services  
(Bid Recommendation)**

Dear Solicitor Eskra,

I am in receipt of the two (2) bids received in connection with the above Request for Proposals. The bids received were from:

1. The Dust Busters Cleaning Inc. \$40,900.00
2. CC Cleaning Services \$ 33,540.00

Upon review, I am selecting CC Cleaning Services to be awarded the bid as the lowest most responsible bidder. As such, please make arrangements for the contract to be issued and the services to begin in the near future.

If you should have any questions please contact me.

Sincerely,

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

PLH/kl

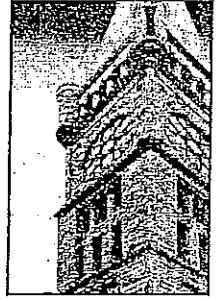
Enclosures

CC:

Mayor William Courtright  
Thomas Oleski, Deputy Director, LIPS  
Carl Graziano, Police Chief  
Danielle Kennedy, Human Resources Director

Department of Business Administration

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



SCRANTON

August 18, 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  
September 8, 2017 at 10:00 A.M. for the following:

The Re-Bid of Janitorial Services For Scranton  
City Hall and the Scranton Police Department

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed  
Purchasing Clerk

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

INVITATION TO BIDDERS  
CITY OF SCRANTON  
DEPARTMENT OF BUILDINGS

SEALED BIDS WILL BE RECEIVED BY THE CITY CONTROLLER'S OFFICE, 2<sup>ND</sup> FLOOR, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, UNTIL 10:00 A.M. ON FRIDAY, SEPTEMBER 8, 2017 AT WHICH TIME THEY WILL BE OPENED AND READ ALOUD IN COUNCIL CHAMBERS BY THE DEPARTMENT OF BUSINESS ADMINISTRATION REPRESENTATIVE FOR THE RE-BID OF JANITORIAL SERVICES FOR SCRANTON CITY HALL AND THE SCRANTON POLICE HEADQUARTERS. THIS WILL BE A ONE YEAR CONTRACT WHICH BEGINS AUGUST 01, 2017 THROUGH AND INCLUDING JULY 31, 2018.

ALL BIDS TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE OFFICE OF PURCHASING, FOURTH FLOOR CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA 18503. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER CHECK AND/OR BID BOND IN THE AMOUNT OF TEN PERCENT (10%) OF THE BID DRAWN TO THE ORDER OF THE CITY OF SCRANTON, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BONDS ARE FURNISHED. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF 100% OF THE TOTAL CONTRACT AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT CERTIFICATE OF INSURANCE, AS SPECIFIED, INCLUDING PUBLIC LIABILITY INSURANCE. THE CONTRACT WILL BE AWARDED TO THE LOWEST MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID IN CONNECTION WITH SAID PROJECT.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED SPECIFYING WORK COVERED BY THE BID AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, 2<sup>ND</sup> FLOOR, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, BY THE TIME AND DATE FIRST SPECIFIED ABOVE.

---

PATRICK HINTON  
DIRECTOR/BCO  
LICENSING, INSPECTIONS & PERMITS

CITY OF SCRANTON  
REQUEST FOR PROPOSALS  
DETAILED SPECIFICATIONS  
SCRANTON CITY HALL  
&  
SCRANTON POLICE DEPARTMENT  
JANITORIAL SERVICES

**INTRODUCTION**

The City of Scranton is requesting proposals to furnish the necessary labor, supervision, materials, and equipment, to satisfactorily perform janitorial services at our Scranton City Hall and Police Department.

**BID INSTRUCTIONS**

1. Due Date and Time

Bids will be accepted until Friday, September 8, 2017 at 10:00 A.M. Faxed bids will not be accepted.

2. Bid submittals

The bid must be delivered in a sealed enveloped plainly marked specifying work covered by the bid and delivered or mailed to the office of The City Controller, 2<sup>nd</sup> floor, City Hall, 340 N. Washington Ave., Scranton, PA 18503.

Contact Information

For questions, please contact:

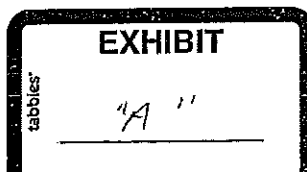
Patrick Hinton  
Director/BCO  
Licensing, Inspections, & Permits  
Director of Buildings  
340 N. Washington Avenue  
Scranton, PA 18504  
[phinton@scrantonpa.gov](mailto:phinton@scrantonpa.gov)

Questions and Addenda

If your firm intends to respond to the RFP, send an e-mail stating that your firm intends to respond ("Interested Party"), to [phinton@scrantonpa.gov](mailto:phinton@scrantonpa.gov). Any questions regarding this RFP shall be directed in writing by the Interested Party to Patrick Hinton, at (570) 348-4169. If at any time this RFP needs to be revised, an amendment will be issued via e-mail to all Interested Parties.

Submission of Qualifications

All qualifications must be either hand delivered or mailed to City Controller, City Hall, 2<sup>nd</sup> Floor, and 340 North Washington Avenue, Scranton, PA 18503. Proposals will not be accepted by electronic mail or facsimile transmission. The City of Scranton will require six (6) copies of the qualifications, which shall be placed in a sealed envelope marked "City of Scranton Cleaning Services." Proposals will be received until Friday September 8, 2017 at 10:00 a.m. Any proposals received after the above-mentioned time and date will not be accepted. Any qualifications not addressed properly will not be accepted.



The City of Scranton assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the submission to be received after the above-referenced due date and time. The final selection shall be made in the sole discretion of the City.

#### **GENERAL SCOPE OF WORK**

Services required are outlined in Attachment A of this document. The following additional information is provided to assist the proposer in understanding the scope of services needed by the City of Scranton.

The City of Scranton takes pride in providing an exceptionally clean and safe environment at all times for its employees and expects the janitorial services to demonstrate this same pride in their work performed.

#### **STAFFING**

The Contractor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.

#### **EMPLOYEE RECRUITMENT**

The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the Superintendent of Buildings shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:

- Have the necessary public relations skills to deal with employees in a professional, courteous, businesslike manner;
- Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner;
- Maintain poise and self-control under stress.

#### **EMPLOYEE ACCEPTANCE BY THE CITY OF SCRANTON**

The City of Scranton will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. The City of Scranton reserves the right to require the Contractor to remove any janitorial personnel from further duty at City Hall and Police Department, without cause and without the right to recover damages by such janitorial employee or by the Contractor from the City of Scranton. If the City of Scranton requires the removal of any janitorial personnel from duty, the City of Scranton will attempt to provide the Contractor reasons for the removal demand. However, the City of Scranton is not required to provide such reasons, the Contractor may not challenge such reasons, and the Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by the City of Scranton.

#### **APPEARANCE STANDARDS**

The selected Contractor's employees shall be neat and clean in appearance and shall have identification that clearly identifies them as an employee of the Contractor.

#### **CONTRACTOR RESPONSIBILITY**

The successful Contractor shall be responsible for all coordination, and supervision of personnel associated with the janitorial service at City Hall and Scranton Police Department. These activities include, but may not be limited to, the following:

- Recruit, screen, and train personnel;
- Provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with the Superintendent of Buildings to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Superintendent of Buildings. The Project Manager shall contact the Superintendent of Buildings to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the contract and the Contractor's performance;

- Furnish all cleaning supplies, cleaning materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, and squeegees;
- Provide all necessary cleaning equipment including, but not limited to, industrial type vacuum cleaners needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Superintendent of Buildings, which shall not be unreasonably withheld. Equipment deemed by the Superintendent of Buildings to be of improper type or design or inadequate for the purpose intended shall be replaced by the Contractor;
- Provide hazardous chemical communications training to Contractor's personnel;
- Provide adequate field supervision to ensure janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with proposal;
- Evaluating staff performance;
- Break down of any cardboard boxes generated by supplies, materials, or equipment used by the Contractor as well as the City of Scranton supplied consumables and place in the dumpster area for recycling;
- Report vandalism and/or damage of the City of Scranton property to the Superintendent of Buildings immediately upon discovery.

**\*NOTE: CONTRACTORS AND EMPLOYEES MUST SUBMIT TO AND PASS A CRIMINAL BACKGROUND CHECK PRIOR TO PERFORMING SAID DUTIES.**

#### **CITY OF SCRANTON RESPONSIBILITY**

The City of Scranton will be responsible for providing janitorial supplies to the Contractor. These include, but may not be limited to, the following:

- Furnish electrical power at existing power outlets for the Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will also be made available as necessary for that purpose;
- May supply (if needed) all consumable supplies for restrooms to include hand soaps, paper towels, toilet tissue, sanitary napkins and tampons, shower curtains, paper cups, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish (if needed), metal and furniture polish, plastic bags, and any other compounds necessary to properly maintain the premises;
- Provide storage for the Contractor to store any necessary supplies, materials and equipment;
- Schedule inspections with the Contractor's Project Manager. Quality service and strict adherence to the contract will be expected from the Contractor.

#### **SECURITY**

Keys to various areas of the facilities will be made accessible to the Contractor, but shall not be removed from the premises. All costs accrued by the City of Scranton in reinstating facility security occasioned by loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor.

The Contractor shall ensure that only their properly identified employees listed with the Superintendent of Buildings are permitted on the premises during the performance of daily duties. The Contractor will be held strictly accountable for damages or breaches of security caused by its employees.

---

## Attachment A: Janitorial Specifications

Please see attached.

## ATTACHMENT A

### JANITORIAL SPECIFICATIONS

#### CITY HALL:

All services shall be performed two (2) days each week starting at 4:30 PM.

1. Main/rear entrance glass doors & all office glass doors cleaned two (2) days per week.

#### RESTROOMS:

- Empty all waste receptacles and replace plastic liners;
- Sweep and then mop floors with disinfectant;
- Clean lavatories, water closets, etc.;
- Refill towel, tissue and soap dispensers as needed;
- Polish all mirrors with glass cleaner;

NOTE: All water closets, toilets and urinals shall be washed inside and out with a disinfectant detergent.

#### VENDING & LUNCHROOM AREA – 3<sup>RD</sup> FLOOR:

- Vacuum floors.

#### OFFICE & COMMON AREAS:

- Vacuum all carpeted areas where needed.

NOTE: After cleaning any office area, **TURN OFF** all lights in that area. The corridor (entrance) doors to these offices need to be **CLOSED AND LOCKED**. Lock interior doors to the offices' which were locked upon arriving to the building. It is the responsibility of the Cleaning Contractor to check ALL doors that are supposed to be locked and make sure these doors are locked and lights properly turned off before leaving the building for the night.

#### POLICE DEPARTMENT:

All services shall be performed 2 days each week starting at 4:30 PM.

1. The following admin areas shall be serviced: Sergeant's Office, Patrol 110, Captain Office 109, Lieutenant Office 108, Lieutenant Office 106, Lieutenant Office 107 Computer Station 105, Interview Rooms 103 and 104, Vestibule 100, Lobby 101, Front Desk 124, Vestibule 121, Stair #1, Vending 116A, Physical Training 115, Corridor 119, 120, 127, 129, 165, Sallyport (*sweep only*) 135 and all of the Holding Areas, Second Floor Office 207, Lab 206, Corridor 201, Office 203;
2. Men's Toilet Room, Men's Locker Room and Shower, Women's Toilet Room, Women's Locker Room and Shower;

#### OFFICE AREAS:

- Empty all waste receptacles, replace plastic liners and take waste to designated location for removal;
- Vacuum all carpeted areas. Spot clean spills and smudges (IF) occurred during the day;
- Dust-mop all corridors and lobbies with vinyl tile and then mop vinyl floors;
- Clean glass doors on all entrances and office doors (inside and outside).

#### OFFICE RESTROOMS:

- Empty all waste receptacles and replace plastic liners;
- Sweep and then mop vinyl floors;
- Clean lavatories, water closets, etc.;
- Refill towel, tissue and soap dispensers as needed;
- Polish all mirrors with glass cleaner.

NOTE: All water closets, seats and urinals shall be washed inside and out with a disinfectant detergent.

#### VENDING & LUNCHROOM:

- Machine scrub floor to remove foreign matter and spillage;
- Clean all tables and chairs;
- Empty all waste receptacles and replace plastic liners;
- Sweep & Mop floors.

NOTE: After cleaning any office area, **TURN OFF** all lights in that area. The corridor (entrance) doors to these offices' need to be **CLOSED AND LOCKED**. Lock all interior doors in the offices' which were locked upon arriving to the building. It is the responsibility of the Cleaning Contractor to check ALL doors that are supposed to be locked and make sure these doors are locked and lights properly turned off before leaving the building for the night.

#### LOBBY & CORRIDOR:

- Clean all glass doors on lobby entrance inside and out;
- Machine scrub floor to remove foreign matter and spillage;
- Spray buff or burnish floor;
- Sweep and clean rear entrance and outside building;
- Clean lobby restroom using specs above for restrooms;
- Clean interview room-clean tables, sweep and mop.

MEN'S TOILET ROOM, LOCKER ROOM AND SHOWER/WOMEN'S TOILET ROOM, LOCKER ROOM AND SHOWER:

- Empty all waste receptacles and replace plastic liners;
- Sweep and mop floors;
- All water closets, seats and urinals shall be washed inside and out with a disinfectant detergent;
- Clean shower stalls with a disinfectant detergent;
- Wash basins shall be cleaned & disinfected;
- Stall dividers and walls are to be washed with a disinfectant detergent solution;
- Clean all mirrors, shelves, chrome fixtures;
- Refill towel, tissue and soap dispensers as needed;
- Spot clean all finger traffic around door frames and light switches.

HOLDING AREAS:

- Sweep & mop floors;
- Clean & disinfect sinks & toilets.

FITNESS ROOM:

- Dust, sweep & mop floor.

## Attachment B. 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 advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a 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 minority group persons, so 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 affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall

furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

### Attachment C. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and 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 certification 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 \_\_\_\_\_

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being  
first duly sworn, deposes and says that:

1. He is \_\_\_\_\_  
(Owner, partner, officer, representative or agent)

of \_\_\_\_\_, the Bidder that has submitted  
the bid;

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

Non-Collusion Affidavit  
Signature Page

Signed \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

MY COMMISSION EXPIRES \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_

### Attachment E. Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
  - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
  - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2011, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.
7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.
8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee

of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

#### VERIFICATION

I, \_\_\_\_\_, hereby state that I am \_\_\_\_\_

For \_\_\_\_\_, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

CC Cleaning Services



*The City of Scranton*

*340 North Washington Ave*

*Scranton, PA 18503*

*Attention: City of Scranton ,*

Since 2006

cccleaningpa.com



**CC Cleaning Services**

**Janitorial Proposal**

**The City of Scranton**

Dear City of Scranton,

Thank you for the opportunity to prepare a janitorial quote for The City of Scranton. Happy customers are the lifeblood of our business and we know that the number one way to keep you happy is to consistently keep your facility clean!

We achieve that goal by properly supervising and training our staff, using very specific cleaning checklists and inspecting all completed work. In addition, we'll regularly stay in touch with you using your preferred method(s) of communication (i.e. log books, emails, phone calls or personal visits).

We appreciate the time and effort that goes into the consideration of our proposal and encourage you to call if you require any additional information or have any questions or concerns.

At CC Cleaning Services, we look forward to the possibility of teaming up with you and The City of Scranton!

Sincerely,

A handwritten signature in cursive script that reads "Cassidy Miller".

Cassidy Miller

CC Cleaning Services

Proposal for  
**The City of Scranton**

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Proposal for  
**The City of Scranton**

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**Contact Information**

**CC Cleaning Services**

**110 Potter St  
Dunmore, PA 18512**

**cccleaningpa.com**

**cassidy@cccleaningpa.com**

Proposal for  
**The City of Scranton**

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**Janitorial Services Proposal**  
for  
**The City of Scranton**

At CC Cleaning Services, we thank you for your consideration of our proposal to provide janitorial services for The City of Scranton. We look forward to a mutually satisfying relationship and are committed to providing you with professional and affordable services, with a goal of exceeding all expectations.

The following facility and pricing information is submitted for your review:

- Total Cleanable space for your facility: 50,000 Square Feet
- Cleaning Frequency: 2 days per week
- Cleaning Days:
- Cleaning Start Time: After business hours

**CC Cleaning Services proposal for janitorial service is \$33,540.00 for the period of one year to commence on TBD.**

**Please see Attachment A. for Janitorial Specifications.**

**Please see Attachment B. Affirmative Action Certification.**

**Please see Attachment C. Certificate of Non-Segregated Facilities.**

**Please see Attachment D. Non- Collusion Affidavit of Prime Bidder.**

**Please see Attachment E. Disclosures by Current Contractors.**

Cassidy Miller

CC Cleaning Services

INVITATION TO BIDDERS  
CITY OF SCRANTON  
DEPARTMENT OF BUILDINGS

SEALED BIDS WILL BE RECEIVED BY THE CITY CONTROLLER'S OFFICE, 2<sup>ND</sup> FLOOR, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, UNTIL 10:00 A.M. ON FRIDAY, SEPTEMBER 8, 2017 AT WHICH TIME THEY WILL BE OPENED AND READ ALOUD IN COUNCIL CHAMBERS BY THE DEPARTMENT OF BUSINESS ADMINISTRATION REPRESENTATIVE FOR THE RE-BID OF JANITORIAL SERVICES FOR SCRANTON CITY HALL AND THE SCRANTON POLICE HEADQUARTERS. THIS WILL BE A ONE YEAR CONTRACT WHICH BEGINS AUGUST 01, 2017 THROUGH AND INCLUDING JULY 31, 2018.

ALL BIDS TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS TO BE OBTAINED FROM THE OFFICE OF PURCHASING, FOURTH FLOOR CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA 18503. ALL PROPOSALS MUST BE SUBMITTED ON FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER CHECK AND/OR BID BOND IN THE AMOUNT OF TEN PERCENT (10%) OF THE BID DRAWN TO THE ORDER OF THE CITY OF SCRANTON, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BONDS ARE FURNISHED. THE SUCCESSFUL BIDDER, WITH TEN (10) DAYS OF THE NOTIFICATION OF THE AWARD SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF 100% OF THE TOTAL CONTRACT AS A GUARANTEE TO FURNISH SERVICES AS SPECIFIED. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT CERTIFICATE OF INSURANCE, AS SPECIFIED, INCLUDING PUBLIC LIABILITY INSURANCE. THE CONTRACT WILL BE AWARDED TO THE LOWEST MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID IN CONNECTION WITH SAID PROJECT.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED SPECIFYING WORK COVERED BY THE BID AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, 2<sup>ND</sup> FLOOR, CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503, BY THE TIME AND DATE FIRST SPECIFIED ABOVE.

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PATRICK HINTON  
DIRECTOR/BCO  
LICENSING, INSPECTIONS & PERMITS

CITY OF SCRANTON  
REQUEST FOR PROPOSALS  
DETAILED SPECIFICATIONS  
SCRANTON CITY HALL  
&  
SCRANTON POLICE DEPARTMENT  
JANITORIAL SERVICES

**INTRODUCTION**

The City of Scranton is requesting proposals to furnish the necessary labor, supervision, materials, and equipment, to satisfactorily perform janitorial services at our Scranton City Hall and Police Department.

**BID INSTRUCTIONS**

1. Due Date and Time

Bids will be accepted until Friday, September 8, 2017 at 10:00 A.M. Faxed bids will not be accepted.

2. Bid submittals

The bid must be delivered in a sealed enveloped plainly marked specifying work covered by the bid and delivered or mailed to the office of The City Controller, 2<sup>nd</sup> floor, City Hall, 340 N. Washington Ave., Scranton, PA 18503.

Contact Information

For questions, please contact:

Patrick Hinton  
Director/BCO  
Licensing, Inspections, & Permits  
Director of Buildings  
340 N. Washington Avenue  
Scranton, PA 18504  
[phinton@scrantonpa.gov](mailto:phinton@scrantonpa.gov)

Questions and Addenda

If your firm intends to respond to the RFP, send an e-mail stating that your firm intends to respond ("Interested Party"), to [phinton@scrantonpa.gov](mailto:phinton@scrantonpa.gov). Any questions regarding this RFP shall be directed in writing by the Interested Party to Patrick Hinton, at (570) 348-4169. If at any time this RFP needs to be revised, an amendment will be issued via e-mail to all Interested Parties.

Submission of Qualifications

All qualifications must be either hand delivered or mailed to City Controller, City Hall, 2<sup>nd</sup> Floor, and 340 North Washington Avenue, Scranton, PA 18503. Proposals will not be accepted by electronic mail or facsimile transmission. The City of Scranton will require six (6) copies of the qualifications, which shall be placed in a sealed envelope marked "City of Scranton Cleaning Services." Proposals will be received until Friday September 8, 2017 at 10:00 a.m. Any proposals received after the above-mentioned time and date will not be accepted. Any qualifications not addressed properly will not be accepted.

The City of Scranton assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the submission to be received after the above-referenced due date and time. The final selection shall be made in the sole discretion of the City.

#### **GENERAL SCOPE OF WORK**

Services required are outlined in Attachment A of this document. The following additional information is provided to assist the proposer in understanding the scope of services needed by the City of Scranton.

The City of Scranton takes pride in providing an exceptionally clean and safe environment at all times for its employees and expects the janitorial services to demonstrate this same pride in their work performed.

#### **STAFFING**

The Contractor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.

#### **EMPLOYEE RECRUITMENT**

The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the Superintendent of Buildings shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:

- Have the necessary public relations skills to deal with employees in a professional, courteous, businesslike manner;
- Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner;
- Maintain poise and self-control under stress.

#### **EMPLOYEE ACCEPTANCE BY THE CITY OF SCRANTON**

The City of Scranton will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. The City of Scranton reserves the right to require the Contractor to remove any janitorial personnel from further duty at City Hall and Police Department, without cause and without the right to recover damages by such janitorial employee or by the Contractor from the City of Scranton. If the City of Scranton requires the removal of any janitorial personnel from duty, the City of Scranton will attempt to provide the Contractor reasons for the removal demand. However, the City of Scranton is not required to provide such reasons, the Contractor may not challenge such reasons, and the Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by the City of Scranton.

#### **APPEARANCE STANDARDS**

The selected Contractor's employees shall be neat and clean in appearance and shall have identification that clearly identifies them as an employee of the Contractor.

#### **CONTRACTOR RESPONSIBILITY**

The successful Contractor shall be responsible for all coordination, and supervision of personnel associated with the janitorial service at City Hall and Scranton Police Department. These activities include, but may not be limited to, the following:

- Recruit, screen, and train personnel;
- Provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with the Superintendent of Buildings to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Superintendent of Buildings. The Project Manager shall contact the Superintendent of Buildings to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the contract and the Contractor's performance;

- Furnish all cleaning supplies, cleaning materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, and squeegees;
- Provide all necessary cleaning equipment including, but not limited to, industrial type vacuum cleaners needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Superintendent of Buildings, which shall not be unreasonably withheld. Equipment deemed by the Superintendent of Buildings to be of improper type or design or inadequate for the purpose intended shall be replaced by the Contractor;
- Provide hazardous chemical communications training to Contractor's personnel;
- Provide adequate field supervision to ensure janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with proposal;
- Evaluating staff performance;
- Break down of any cardboard boxes generated by supplies, materials, or equipment used by the Contractor as well as the City of Scranton supplied consumables and place in the dumpster area for recycling;
- Report vandalism and/or damage of the City of Scranton property to the Superintendent of Buildings immediately upon discovery.

**\*NOTE: CONTRACTORS AND EMPLOYEES MUST SUBMIT TO AND PASS A CRIMINAL BACKGROUND CHECK PRIOR TO PERFORMING SAID DUTIES.**

#### **CITY OF SCRANTON RESPONSIBILITY**

The City of Scranton will be responsible for providing janitorial supplies to the Contractor. These include, but may not be limited to, the following:

- Furnish electrical power at existing power outlets for the Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will also be made available as necessary for that purpose;
- May supply (if needed) all consumable supplies for restrooms to include hand soaps, paper towels, toilet tissue, sanitary napkins and tampons, shower curtains, paper cups, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish (if needed), metal and furniture polish, plastic bags, and any other compounds necessary to properly maintain the premises;
- Provide storage for the Contractor to store any necessary supplies, materials and equipment;
- Schedule inspections with the Contractor's Project Manager. Quality service and strict adherence to the contract will be expected from the Contractor.

#### **SECURITY**

Keys to various areas of the facilities will be made accessible to the Contractor, but shall not be removed from the premises. All costs accrued by the City of Scranton in reinstating facility security occasioned by loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor.

The Contractor shall ensure that only their properly identified employees listed with the Superintendent of Buildings are permitted on the premises during the performance of daily duties. The Contractor will be held strictly accountable for damages or breaches of security caused by its employees.

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## Attachment A: Janitorial Specifications

Please see attached.

# ATTACHMENT A

## JANITORIAL SPECIFICATIONS

### CITY HALL:

All services shall be performed two (2) days each week starting at 4:30 PM.

1. Main/rear entrance glass doors & all office glass doors cleaned two (2) days per week.

### RESTROOMS:

- Empty all waste receptacles and replace plastic liners;
- Sweep and then mop floors with disinfectant;
- Clean lavatories, water closets, etc.;
- Refill towel, tissue and soap dispensers as needed;
- Polish all mirrors with glass cleaner;

NOTE: All water closets, toilets and urinals shall be washed inside and out with a disinfectant detergent.

### VENDING & LUNCHROOM AREA – 3<sup>RD</sup> FLOOR:

- Vacuum floors.

### OFFICE & COMMON AREAS:

- Vacuum all carpeted areas where needed.

NOTE: After cleaning any office area, TURN OFF all lights in that area. The corridor (entrance) doors to these offices need to be **CLOSED AND LOCKED**. Lock interior doors to the offices' which were locked upon arriving to the building. It is the responsibility of the Cleaning Contractor to check ALL doors that are supposed to be locked and make sure these doors are locked and lights properly turned off before leaving the building for the night.

### POLICE DEPARTMENT:

All services shall be performed 2 days each week starting at 4:30 PM.

1. The following admin areas shall be serviced: Sergeant's Office, Patrol 110, Captain Office 109, Lieutenant Office 108, Lieutenant Office 106, Lieutenant Office 107 Computer Station 105, Interview Rooms 103 and 104, Vestibule 100, Lobby 101, Front Desk 124, Vestibule 121, Stair #1, Vending 116A, Physical Training 115, Corridor 119, 120, 127, 129, 165, Sallyport (*sweep only*) 135 and all of the Holding Areas, Second Floor Office 207, Lab 206, Corridor 201, Office 203;
2. Men's Toilet Room, Men's Locker Room and Shower, Women's Toilet Room, Women's Locker Room and Shower;

### OFFICE AREAS:

- Empty all waste receptacles, replace plastic liners and take waste to designated location for removal;
- Vacuum all carpeted areas. Spot clean spills and smudges (IF) occurred during the day;
- Dust-mop all corridors and lobbies with vinyl tile and then mop vinyl floors;
- Clean glass doors on all entrances and office doors (inside and outside).

### OFFICE RESTROOMS:

- Empty all waste receptacles and replace plastic liners;
- Sweep and then mop vinyl floors;
- Clean lavatories, water closets, etc.;
- Refill towel, tissue and soap dispensers as needed;
- Polish all mirrors with glass cleaner.

NOTE: All water closets, seats and urinals shall be washed inside and out with a disinfectant detergent.

### VENDING & LUNCHROOM:

- Machine scrub floor to remove foreign matter and spillage;
- Clean all tables and chairs;
- Empty all waste receptacles and replace plastic liners;
- Sweep & Mop floors.

NOTE: After cleaning any office area, **TURN OFF** all lights in that area. The corridor (entrance) doors to these offices' need to be **CLOSED AND LOCKED**. Lock all interior doors in the offices' which were locked upon arriving to the building. It is the responsibility of the Cleaning Contractor to check ALL doors that are supposed to be locked and make sure these doors are locked and lights properly turned off before leaving the building for the night.

### LOBBY & CORRIDOR:

- Clean all glass doors on lobby entrance inside and out;
- Machine scrub floor to remove foreign matter and spillage;
- Spray buff or burnish floor;
- Sweep and clean rear entrance and outside building;
- Clean lobby restroom using specs above for restrooms;
- Clean interview room-clean tables, sweep and mop.

MEN'S TOILET ROOM, LOCKER ROOM AND SHOWER/WOMEN'S TOILET ROOM, LOCKER ROOM AND SHOWER:

- Empty all waste receptacles and replace plastic liners;
- Sweep and mop floors;
- All water closets, seats and urinals shall be washed inside and out with a disinfectant detergent;
- Clean shower stalls with a disinfectant detergent;
- Wash basins shall be cleaned & disinfected;
- Stall dividers and walls are to be washed with a disinfectant detergent solution;
- Clean all mirrors, shelves, chrome fixtures;
- Refill towel, tissue and soap dispensers as needed;
- Spot clean all finger traffic around door frames and light switches.

HOLDING AREAS:

- Sweep & mop floors;
- Clean & disinfect sinks & toilets.

FITNESS ROOM:

- Dust, sweep & mop floor.

## Attachment B. 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 advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a 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 minority group persons, so 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 affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall

furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

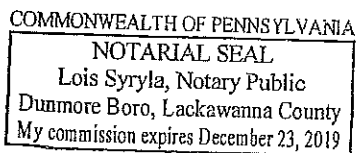
DATE: 9/8/17

CC Cleaning Services  
(Name of Bidder)

BY Cassidy Miller Cassidy Miller

TITLE Owner

Lois Syryla



Attachment C. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and 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 certification in his files.

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

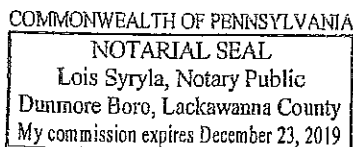
DATE: 9/8/17

C.C.Cleaning Services  
(Name of Bidder)

BY Cassidy Miller Cassidy Miller

TITLE owner

Lois Syryla



Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania

COUNTY OF Lackawanna

Cassidy Miller, being  
first duly sworn, deposes and says that:

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

of CC Cleaning Services, 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, or to 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

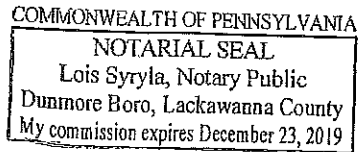
Signed Cassidy Miller Cassidy Miller

Owner CC Cleaning  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 5<sup>th</sup> DAY OF September  
, 20 17  
Lois Syryla  
Notary  
(TITLE)

MY COMMISSION EXPIRES December  
23, 20 19



### Attachment E. Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
  - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
  - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2011, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.
7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.
8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee

of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.

9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

#### VERIFICATION

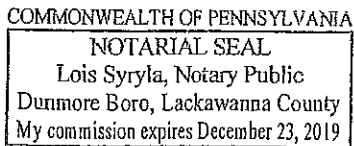
I, Cassidy Miller, hereby state that I am OWNER  
For CCC Cleaning, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: Cassidy Miller

Date: 9/8/17

Lois Syryla





DEPARTMENT OF LAW

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

September 13, 2017

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


RECEIVED  
SEP 14 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH CC CLEANING SERVICES FOR JANITORIAL SERVICES FOR SCRANTON CITY HALL AND THE SCRANTON POLICE HEADQUARTERS FOR A ONE (1) YEAR PERIOD.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

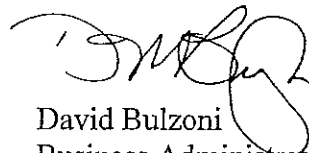
Dear Attorney Eskra:

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

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

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

August 29, 2017

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

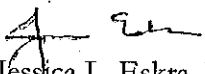
RECEIVED  
SEP 7 2017

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

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
<b>TOTAL FROM . . . . .</b>	<b>\$464,861.26</b>

TO:

01.011.00078.4550	
Department of Public Safety	
Bureau of Fire	
Capital Expenditures	\$464,861.26
<b>TOTAL TO . . . . .</b>	<b>\$464,861.26</b>

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

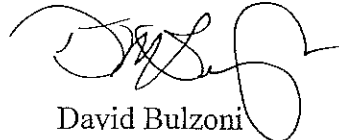
#01.011.00078.4550

**\$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,

A handwritten signature in black ink, appearing to read 'DB', with a large, stylized loop at the end.

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,

*Jessica Eskra*

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

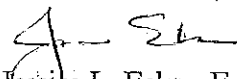
AUG - 4 2017

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 legislation 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) DETERIORATED PROPERTY - 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) IMPROVEMENT - 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

*[Signature]* - City Clerk

Introduced in Council on above date and referred to Committee on RULES

May 24, 2012

City Clerk

Scranton, PA June 7, 2012  
Committee on Rules reports favorably on the  
within ordinance

ACTING Chairman

SIXTH ORDER:  
May 31, 2012



TABLED

Tabled in 7th Order  
on March 1, 2012

TABLED

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.

- a. AGENT - individual of legal majority who has been designated under the provisions of this Ordinance by the Owner.
- b. BOCA - BOCA National Property Maintenance Code as adopted by the City of Scranton (see also City Code)
- b CITY - City of Scranton
- c. 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.

Introduced in Council on above date and referred to Committee on RULES

February 9, 2012

City Clerk

Scranton, PA March 22, 2012  
Committee on Rules reports favorably on the  
within Ordinance

Chairman

SIXTH ORDER:  
February 16, 2012

CERTIFIED TRUE & CORRECT  
*[Signature]* City Clerk



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

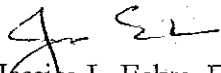
AUG - 4 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 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

RESOLUTION NO. \_\_\_\_\_

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 of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

**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:

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

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

- (a) Name of insurance company, policy number, and expiration data;

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

#### ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

#### ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTERSIGNED:

\_\_\_\_\_  
CITY CONTROLLER

\_\_\_\_\_  
BUSINESS ADMINISTRATOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY SOLICITOR

DATE: \_\_\_\_\_

REILLY ASSOCIATES CONSULTING  
ENGINEERS

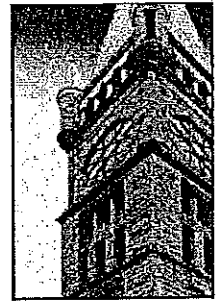
\_\_\_\_\_  
BY:

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.**



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 from 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:

A.	Preliminary Design Phase Services	\$32,500
B.	Final Design Phase Services	\$22,000
C.	Bidding Phase Services	\$2,300
D.	Construction Phase Services	\$8,500
	<b>Total Lump Sum Fee</b>	<b>\$65,300</b>

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.

Attachments:

Reilly Associates Professional Services – 2017 Standard Terms and Conditions (Pages 1 - 2)

Approved by:

Owner

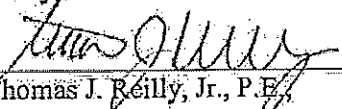
\_\_\_\_\_

Title

Date \_\_\_\_\_

Respectfully submitted:

Reilly Associates

  
Thomas J. Reilly, Jr., P.E.  
President

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.
4. **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 indemnify 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.

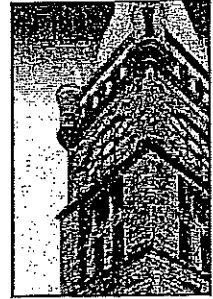
6. **CONSTRUCTION STATUS:** If Reilly's work involves providing professional services during the construction phase of a project, the construction contractor shall have sole responsibility to supervise, direct, or control the work; and the construction contractor shall be solely responsible for the means, 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 indemnify 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 contaminants 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

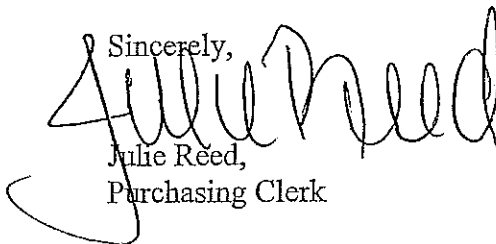
Mr. David Bulzoni  
Business Administrator  
Municipal Building  
Scranton, Pa. 18503

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.

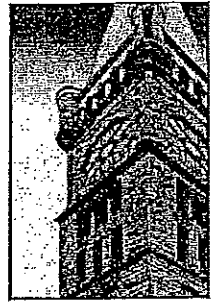
Sincerely,  
  
Julie Reed,  
Purchasing Clerk

Encls.

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

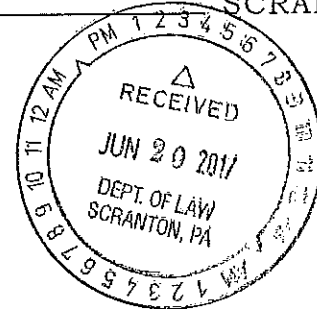
Department of Business Administration

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



SCRANTON

June 20, 2017



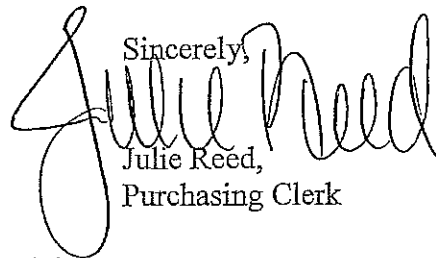
Mr. Dennis Gallagher  
Department of Public Works  
101 W. Poplar Street  
Scranton Pa, 18508

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.

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

## 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

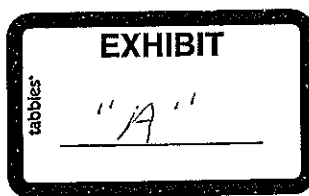
Proposals shall be made upon the official proposal form attached to the specifications which may be obtained at the City Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503 and which may be had by bona fide bidders. Copies can be requested by contacting the City of Scranton Purchasing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

I \_\_\_\_\_, the

(NAME)

(TITLE)

OF \_\_\_\_\_, 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 are 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.

All responses must be received by 10:00 A.M. Eastern Time July 28, 2017. Questions should be submitted to either [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov) or [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). 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  
2<sup>nd</sup> Floor  
Scranton, PA 18503

NAME OF VENDOR: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL  
ADDRESS: \_\_\_\_\_

# PROFESSIONAL ADVICE 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.

1. Project Name/Location for which firm is filing:

2a. Public Advertisement  
Announcement Date, if any:

2b. Identification Number,  
if any:

3. Firm Name & Address:

3a. Name, Title & Telephone Number of Principal to Contact:

3b. Address of office to perform work, if different from  
Item #3:

4. Personnel by Discipline:

\_\_\_ Administrative  
\_\_\_ (Secretarial/Clerical)  
\_\_\_ Architects  
\_\_\_ Civil Engineers  
\_\_\_ Construction Inspectors  
\_\_\_ Draftsmen

\_\_\_ Electrical Engineers  
\_\_\_ Estimators  
\_\_\_ Landscape Architects  
\_\_\_ Mechanical Engineers  
\_\_\_ Planners: Urban/Regional

\_\_\_ Soils Engineers  
\_\_\_ Specification Writers  
\_\_\_ Structural Engineers  
\_\_\_ Surveyors

\_\_\_ Total Personnel

FIRM NAME:

PROJECT NUMBER:

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

## AFFIRMATIVE ACTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

## CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

**Engineering**

**Environmental**

**Surveying**

**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  
2<sup>nd</sup> Floor  
Scranton, PA 18503

Submitted By:

**REILLY ASSOCIATES**  
CONSULTING ENGINEERS  
201 Lackawanna Ave., Suites 309-310  
Scranton, PA 18503  
(570) 237-5258



**EXHIBIT**

tabbies

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Facilities**

## 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 designed the original Meadowbrook Creek Culvert 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 Gmitter, P.L.S,** Chief of Survey, who has over 40 years of experience. Mr. Gmitter 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.

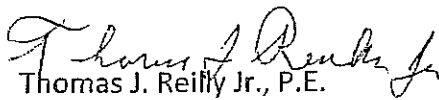
Municipal work is a very important part of our workload and we are very familiar with providing professional services in that area. Should you have any questions on our proposal please contact me at your convenience.

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

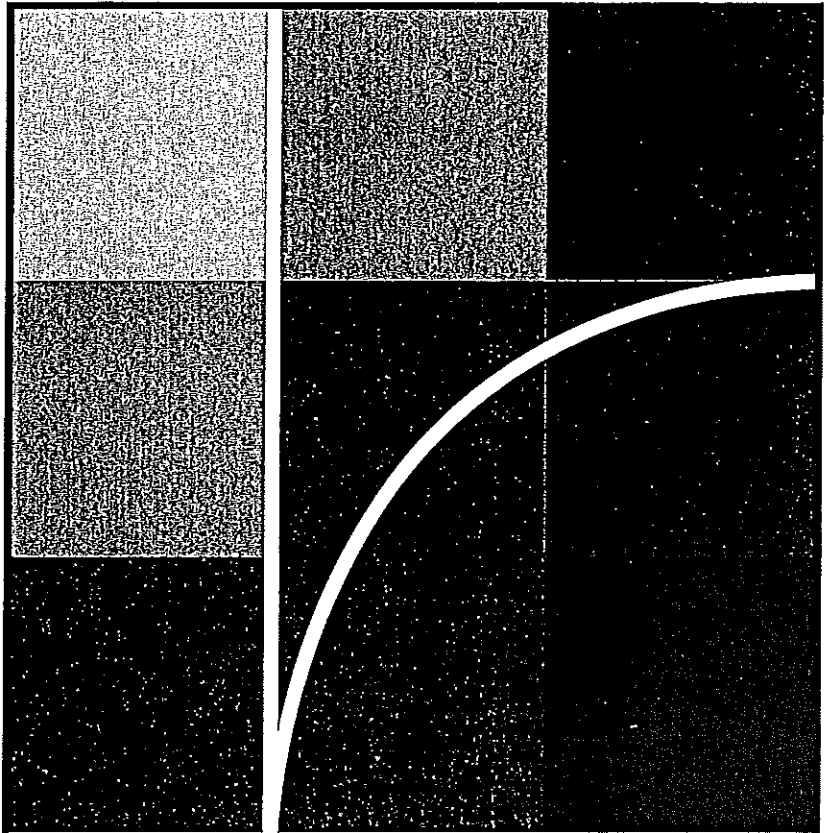
Thank you for the opportunity to submit our qualifications for this project.

Very truly yours,

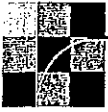
REILLY ASSOCIATES

  
Thomas J. Reilly Jr., P.E.

President



PROJECT APPROACH



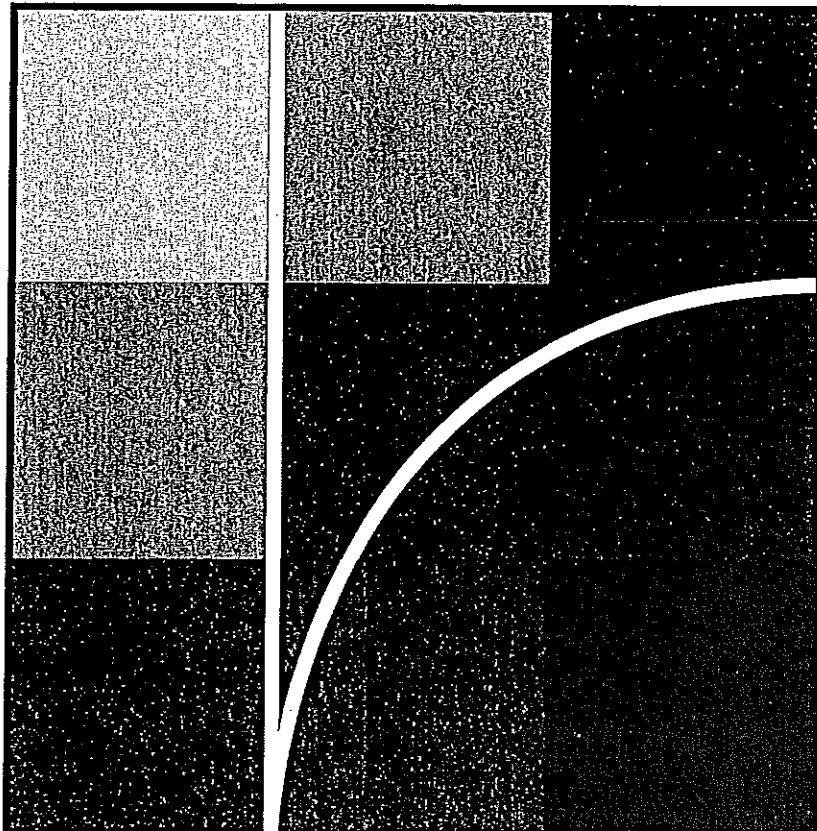
## Project Approach City of Scranton Temporary Culvert Improvements, Meadowbrook Creek Storm Water Project

Reilly Associates designed the original Meadowbrook Creek Culvert 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. 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.
7. Conduct public and/or private meetings with residents on the proposed plans.
8. Select the final plans.
9. 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.



3

PROFESSIONAL ADVICE  
QUESTIONNAIRE  
FORM PA1A

FORM PA - 1 (a)

**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.

1. Project Name/Location for which firm is filing: City of Scranton <b>Engineering Services – Temporary Culvert Improvements</b> <b>Meadowbrook Creek Storm Water Project</b> 340 North Washington Avenue, 2 <sup>nd</sup> Floor Scranton, PA 18504	2a. Public Advertisement Announcement Date, if any: 5/22/2017	2b. Identification Number, if any: NONE
3. Firm Name & Address: <b>REILLY ASSOCIATES</b> Consulting Engineers 201 Lackawanna Ave, Suite 309/310 Pittston, PA 18503	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		
4. Personnel by Discipline: <u>5</u> Administrative (Secretarial/Clerical) <u>—</u> Architects <u>9</u> Civil Engineers <u>16</u> Construction Inspectors <u>3</u> Draftsmen	Electrical Engineers Estimators <u>1</u> Landscape Architects <u>—</u> Mechanical Engineers Planners: Urban/Regional	Soils Engineers Specification Writers <u>2</u> Structural Engineers <u>5</u> Surveyors <u>3</u> Junior Engineers Traffic Engineer <u>1</u> Construction Manager <u>2</u> Survey Technicians <u>7</u> Total Personnel – Reilly Associates <u>56</u>

5. Does your firm qualify under one of the following:

- 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 ☒

6. Outside key consultants/associates anticipated for this project: None

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Joseph Durkin., P.E.	of new sanitary mains and 54 manholes. All work was conducted within existing roads City Right-of-Ways or easements.
b. Project Assignment: Project Manager	Senior Project Engineer, <b>Stormwater Drainage Facilities</b> , Yatesville Borough, for the piping and stormwater drainage facilities project Hale Street and Stout Street \$250,000. Work included investigation of drainage problems, hydrologic calculations, hydraulic channel and piping design and development of erosion and sedimentation control plans. Responsible for plans and studies for Flood Control Project at Stout Street.
c. Name of Firm with which associated: REILLY ASSOCIATES	
d. Years Experience: With this Firm <u>26</u> With Other Firms <u>5</u>	Senior Project Engineer for <b>Sewer System Replacement/Separation Project</b> , 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.
e. Education: Degree(s)/Year/Specialization B.S.E. Princeton University, 1981, M.B.A. University of Chicago 1984	Principal Engineer for Laurel Creek culvert and storm sewer project in Pittston, PA. Responsibilities included Hydrologic and Hydraulic (H&H) Study for <b>PADEP/Army Corps of Engineers Joint Permit</b> . Also responsible for stormCAD modeling of new urban stormwater sewer system.
f. Active Registration: Year First Registered/Discipline 1989/Professional Engineer, PA and NY	Principal Engineer for Creek culvert and storm sewer project in West Pittston, PA. Responsibilities included hydrologic and Hydraulic (H&H) Study for <b>PADEP/Army Corps of Engineers Joint Permit</b> . Also responsible for stormCAD modeling of new urban stormwater sewer system.
g. Other Experience and Qualifications relevant to the proposed project:  Mr. Durkin has also completed numerous flood control and storm water management projects. Mr. Durkin has prepared numerous Hydrologic and Hydraulic Studies, stormwater reports and designed intersection and highway improvements. Mr. Durkin is also an experienced financial analyst. He has performed Value Engineering analysis on numerous construction projects.  Project Manager for the \$8 million <b>Stormwater and Flood Control Project for the City of Scranton</b> . 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.  Senior Project Engineer, <b>Sewer Replacement/Separation Project</b> , City of Pittston, for 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 sewer collection systems throughout the City. Portions of its combined sewer system were 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	Principal Manager for the preparation of the <b>Hydrologic and Hydraulic Study (H&amp;H)</b> for the replacement bridge of the Keen's Pond Creek in Wayne County, PA. Work included development of new HEC-RAS models, alternatives analysis and permitting.  Senior Project Engineer for <b>Solomon's Creek Combined Sewer PEMA Emergency Repair Project</b> . The project included planning, design and construction phase services as part of a Pennsylvania Emergency Management Agency (PEMA) PW project for Hanover Township for the replacement of existing sewer pipe in Solomon's Creek with 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.

## 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 alternatives, 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 4.0 Lackawanna 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).

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	Project Manager for <b>Pittston Neighborhood Stabilization Project Demolition</b> : This project involved the structural evaluation and demolition of five properties in the City. Work was completed in 2010.
b. Project Assignment:	Project Engineer	Project Manager for the <b>Pittston Tomato Festival Improvements</b> : 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.
c. Name of Firm with which associated:	REILLY ASSOCIATES	Project Engineer for preliminary and final design <b>roadway improvements to intersection of S.R. 309 and Airport Beltway in Hazle Township, Luzerne County</b> . Project included widening 3,000 ft. of S.R. 309 to add an additional southbound through lane in a congested area.
d. Years Experience:	With this Firm <u>24</u> With Other Firms <u>0</u>	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.
e. Education:	Degree(s)/Year/Specialization B.S./1991/Civil Engineering	<b>Pennsylvania Turnpike, Cut Slope Project</b> . 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.
f. Active Registration:	Year First Registered/Discipline 1996/Professional Engineer	Project Manager for <b>Downtown Streetscape Enhancement Project, Phase I and II</b> , for the <i>Redevelopment Authority of the City of Pittston</i> . 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.
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 Turnpike Commission and the Army Corps. His work includes preparation of plans and specifications, cost estimating and construction engineering.  Structural Engineer for <b>\$8 million Stormwater and Flood Control Project for the City of Scranton</b> . 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 the <b>Sullivan Park Little League and other Playground Improvements</b> : 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 <i>Wyoming County Conservation District</i> in reviewing <b>Erosion Control Plans for SR 0006 Tunkhannock Bypass</b> 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.

<p>a. Name &amp; Title: Paul Menichello, P. E., P.T.O.E.</p>	<p>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).</p>
<p>b. Project Assignment: Project Engineer</p>	<p>Mr. Menichello is design project manager for S.R. 33, Sec 03M, (MPMS 88351), design build project in Monroe County, District 5-0. S.R. 33 in this area is a 4 lane divided highway. The project features milling and overlay of concrete pavement, drainage improvements, guiderail, E&amp;S plan, ramp reconstruction and full depth approach transitions. The project was bid in January, 2010 at a cost of \$5,834,038. It is currently essentially complete. (11/2011). The project is 1.8 miles long.</p>
<p>c. Name of Firm with which associated: REILLY ASSOCIATES</p>	<p>Mr. Menichello was design project manager for S.R. 209, Sec. 09M (MPMS 85999) 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&amp;S plan, MPT plan, ADA compliant handicap access curb cuts and bridge resurfacing. Bid in May 2009 and completed in early 2010. Total bid cost was \$1,710,782.</p>
<p>d. Years Experience: With this Firm 10 With Other Firms 14 Years</p>	<p>Park and Rides in Luzerne County District 4-0: Project Manager 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&amp;S plans, permitting, pavement design, utility, and general design activities. Driveway access for the lots will be designed to comply with latest PennDOT criteria to include traffic studies and analysis. Dorrance site will be bid 1/8/2015 the other two (2) sites are in final design.</p>
<p>e. Education: Degree(s)/Year/Specialization B.S./1983/Civil Engineering</p>	<p>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.</p>
<p>f. Active Registration: Year First Registered/Discipline 1999/Professional Engineer</p>	<p>O'Connell Road Bridge Replacement, Wayne County. Project Manager for the preliminary, final design and construction consultation for a single span bridge replacement project. Services include roadway alignment, hydraulic analysis, bridge design, coordinate environmental studies, utility coordination, right-of-way plans and public involvement. Project is currently in construction.</p>
<p>g. Other Experience and Qualifications relevant to the proposed project:</p> <p>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 sidewalk, 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 permit applications, parking studies, traffic impact studies, maintenance and protection of 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.</p> <p>City of Scranton, Office of Economic &amp; Community Development (OECD) - Reconstruction of City Streets including Handicapped Curb Cuts - Project Manager for design and construction administration 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.</p>	<p>Mr. Menichello has worked closely with clients and the Department to secure HOP permits. Some of those approved in the last several years were; Pittston Sewer 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.</p>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.		monitored the project including approving pay application and final acceptance. The project was completed in 2013.
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 <u>2</u> With Other Firms <u>5</u> Years	
e. Education:	Degree(s)/Year/Specialization B.S./2003 Pennsylvania State University/Civil Engineering	
f. Active Registration:	Year First Registered/Discipline 2015/Engineering	
g. Other Experience and Qualifications relevant to the proposed project:	<p>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.</p> <p><b>City of Scranton, Office of Economic &amp; Community Development (OECD)</b> - 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 overlaid. 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.</p> <p><b>SR 0209, Sec. 09M, Lehighton, Carbon County.</b> Design build project, design of ADA ramps, mill and overlay, auto-tab, pavement marking, construction, drainage design.</p> <p><b>Hanover Township K Routes-</b> 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</p>	
7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.		<p><b>Hanover Township, Phillips Street Resurfacing Project-</b> 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.</p> <p><b>South Street, Hanover Township</b> - 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.</p> <p><b>2013 Street Improvements CDBG Project in White Haven Borough</b>—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.</p> <p><b>Penn Lake Park Borough: Darby Drive.</b> The project consisted of an overlay and minor drainage work. Tasks included pavement design, contract preparation, project coordination, construction inspection.</p> <p><b>Maple Lane.</b> 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.</p> <p><b>Arcadia Highway Occupancy Permit.</b> 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.</p> <p><b>Wayne Keens Bridge.</b> This project consisted of the replacement of a bridge on O'Connell Road in Wayne County. Design work included roadway design, cross sections, E&amp;S.</p> <p><b>SR 0033, Sec. 03M, Hamilton Township, Monroe County.</b> 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.</p>

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	Charles G. Gmitter, P.L.S. Chief of Surveys
b. Project Assignment:	Chief of Surveys
c. Name of Firm with which associated:	REILLY ASSOCIATES
d. Years Experience:	With this Firm <u>10</u> With Other Firms <u>30</u>
e. Education:	Degree(s)/Year/Specialization A.S./1978/Surveying - Pennsylvania State University A.S./1988/Highway Engineering Technology- Penn State
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:	<p>Mr. Gmitter has over 30 years of experience in a broad range of surveying specialties directly related to utility and roadway planning and stakeout, bridge design and stakeout, and site development and stakeout. Mr. Gmitter's additional expertise includes aerial control surveys, property boundary surveys, right-of-way surveys, legal descriptions, major and minor subdivision design and construction layout, construction layout and design with State and local agencies, PA Turnpike Commission and U.S. Army Corp of Engineers.</p> <p>Chief of Surveys for three PennDOT Park and Ride Facilities located in Luzerne County, PA. Responsibilities included determining road right-of-way wetland locations, private property line determination, topographic survey, base mapping, and contour mapping. All survey work was put on PA state plane coordinates and NAVD 88 vertical datum.</p> <p>Chief of Survey for bridge replacement projects. SR 4037-Salem Township, Berwick, SR 3006-Conyngham Township, SR 3034- Conyngham Borough. Survey completed includes establishing road ROW, complete topo in Right of Way, pick up PA One Call utility paint markings, profile &amp; cross section creek and locate wetlands.</p> <p>Chief of Surveys responsible for emergency road repair project for PADOT on SR 118 in</p>
<p>Fairmont Township, PA. Provide topographic and cross section survey of 1000' of a stream going through Rickett's Glen State Park and 1000' of road topography and cross sections on SR 118.</p> <p>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, Right-of-Way and Control Surveys as well as Construction Stakeout.</p> <p>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.</p> <p>Chief-of-surveys, Scranton Flood Control Project, Scranton, PA, during the construction of three flood control detention/debris basin projects located on Lindy Creek and Leach Creek. The project involved the construction of reinforced concrete channels, retaining walls and spillways as well as riprap lined channel construction.</p> <p>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&amp;S control, structure and traffic control plans.</p> <p>Chief of Surveys for S.R. 33, Sec 03M, (MPMS 88351), design build project in Monroe 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 project is 1.8 miles long.</p> <p>Chief of Surveys for S.R. 209, Sec. 09M, (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.</p>	

<p>a. Name &amp; Title: Casey Cawley, E.I.T, P.E. (NY) Project Engineer</p>	<p>b. Project Assignment: Project Engineer</p>	<p>c. Name of Firm with which associated: REILLY ASSOCIATES</p>	<p>d. Years Experience: With this Firm <u>13</u> With Other Firms <u>2.5</u></p>	<p>e. Education: Degree(s)/Year/Specialization B.S./2001/Civil Engineering</p>	<p>f. Active Registration: Year First Registered/Discipline 2007 EIT PA, 2011 PE NY Professional Engineer</p>	<p>g. Other Experience and Qualifications relevant to the proposed project:</p>	<p>Mr. Cawley has assisted with land development, stormwater management, erosion and sedimentation control design, NPDES permitting and Planning Commission reviews, including performing Bradford County reviews since 2004. Mr. Cawley reviews the plans and prepares comment letters, attends public meetings, and conducts site inspections of the improvement. He has assisted multiple municipalities with MS4 permits, preparing annual reports, progress meetings, and assisting with other permit requirements, additionally he has completed the most recent MS4 DEP training workshops for renewal applications and pollutant reduction plans. Additional duties include construction administration, municipal plan review and site inspections, and AutoCAD support in the development of project drawings.</p> <p><b>Sterling Business Park, Sterling Township, Wayne County, PA NPDES Permit/PCSM</b> Permit revisions for the construction of a 256-acre business park: Revised existing NPDES permit application to conform to new Pennsylvania Department of Environmental Protection NPDES requirement to address water quality, stormwater volume control, and anti-degradation requirements. Designed Best Management Practices (BMP) in accordance with PA DEP BMP Manual to bring site into compliance with newly adopted standards.</p> <p><b>Utility Substation Infiltration and Soils Testing, various Municipalities and Counties</b> - Coordination of soils testing project at multiple utility project sites for use in stormwater</p>
<p>management planning and NPDES design. The scope of work included review of existing plans and published soil data, field locating proposed test pits and soil infiltration test locations, test pit excavation to the specifications provided or to the depths required by permit guidance, test pit investigation and soils analysis by a soils scientist, infiltration testing, analysis of collected data, and preparation of soil test pit and infiltration report.</p>	<p><b>Pennsylvania Turnpike Service Plaza, Allentown, PA.</b> Assisted in the design of a Service Plaza replacement and expansion, including design of roadway and interstate ramp cross-sections in accordance with Pennsylvania Turnpike Commission standards, preparation of quantity estimates and bid tabulation sheets in accordance with Pennsylvania Department of Transportation standards, and preparation of project details in accordance with Pennsylvania Department of Transportation standards.</p>	<p><b>PennDOT S.R. 924, Hazle Township, PA</b> 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.</p>	<p><b>Dental Office Development, Pittston Township, Luzerne County, PA - Design of a</b> 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.</p>	<p><b>Hotel Development, Wilkes-Barre Township, Luzerne County, PA - Redesign of a</b> land development plan including site layout, grading, utilities, storm water management plan, and erosion and sediment control plan and permitting, post construction stormwater management plan, and NPDES permit for stormwater discharge at a 1.26 acre site in Wilkes-Barre Township. The proposed project included construction of a 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, which had expired at the time of this reapplication. Provided new application for zoning variance and presentation of variance requests to Zoning Hearing Board and obtained new approvals.</p>			

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.		addressed engineering issues in all phases of a project.
a. Name & Title:	James Ridolfi, P.E. Project Engineer	Interact and gain cooperation from various municipal authorities, planning commissions, regulatory agencies, land owners and the public.
b. Project Assignment:	Project Engineer	Conduct as-built inspections for quality and compliance with design requirements. Conducted dam safety inspections and dam failure emergency response planning.
c. Name of Firm with which associated:	REILLY ASSOCIATES	Reviewed, modified and certified SPCC plans for a large industrial client.
d. Years Experience:	With this Firm <u>2</u> With Other Firms <u>30</u>	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.
e. Education:	Degree(s)/Year/Specialization  B.S./1978/Environmental Engineering	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.
f. Active Registration:	Year first registered/Discipline  1983/Professional Engineer	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.
g. Other Experience and Qualifications relevant to the proposed project:		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 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 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.
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		

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 masonry 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 Bushkill 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** including 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.

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

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

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

**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, pre-construction 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, PA. 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

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 (continued):

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):		h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):	
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.	Paul Menichello, P.E., P.T.O.E. Roadway, Traffic, HOP, for 8 to 20 hours per week as needed.	Donald Totino, P.E. Project Engineer for 8 to 40 hours per week as needed.
Charles Gmifer, 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.	Thomas J. Reilly, Jr., P.E. Quality Assurance, General Design guidance, review, field construction engineering for 1 to 20 hours per week as needed.	Casey Cawley, E.I.T., P.E. (NY) Storm water management Design Engineer for 8 to 40 hours per week as needed.

James Ridolfi, P.E.  
Storm water management Design Engineer for 1 to 20 hours per week as needed.

Joshua Urban  
Structural designer for 8 to 40 hours 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.)

a. Project Name & Location	b. Nature of firm's responsibility	c. Owner's Name & Address:	d. Estimated Completion Time	e. Estimated Cost		f. Actual Fee Charged (Design)
				Entire Project Cost:	Cost of work for which firm was/is responsible:	
1. Department of General Services Scranton Flood Control Project Meadowbrook Creek, Lindy Creek, Keyser Creek and Leach Creek Scranton, PA	Survey, Design, Construction Engineering, Permitting	Department of General Services Project No. 181-23, 18th & Herr Sts., Harrisburg, PA	120 months	\$ 8,000,000	100%	6%
			120 months			
2. Flood Control and Sewer Separation Project West Pittston, PA	Surveys, Design, Construction Engineering for storm water management and sewer separation project	West Pittston 555 Exeter Ave West Pittston, PA	24 months	\$ 9,000,000	100%	6%
			24 months			
3. Pittston Emergency FEMA Culvert project – City of Pittston	Survey, Design, Construction Engineering, Permitting	City of Pittston 35 Broad Street Pittston, PA 18640	18 months	\$ 786,516	100%	14%
			18 months			

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

4. Yatesville Borough Storm Sewer and Drainage Project Yatesville, PA	Survey, Design, Construction Engineering, Permitting	Yatesville Borough Municipal Building Yatesville, PA	12 months	\$400,000	100%	6%
			12 months			

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

## 9. 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.

a) **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**

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

City of Pittston  
Stroud Township  
Yatesville Borough

West Pittston Borough  
Shickshinny Borough  
Chestnut Hill Township

Penn Lake Park Borough  
White Haven Borough

c) **Capacity of Firm**

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

d) **Location**

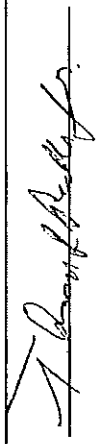
Reilly Associates is conveniently located in close proximity to the project site including an office located in **Downtown Scranton**. Key Reilly personnel live in the City of Scranton and can immediately provide service for any aspect of the projects. We are familiar with local utilities, the county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

e) **Project Requirements**

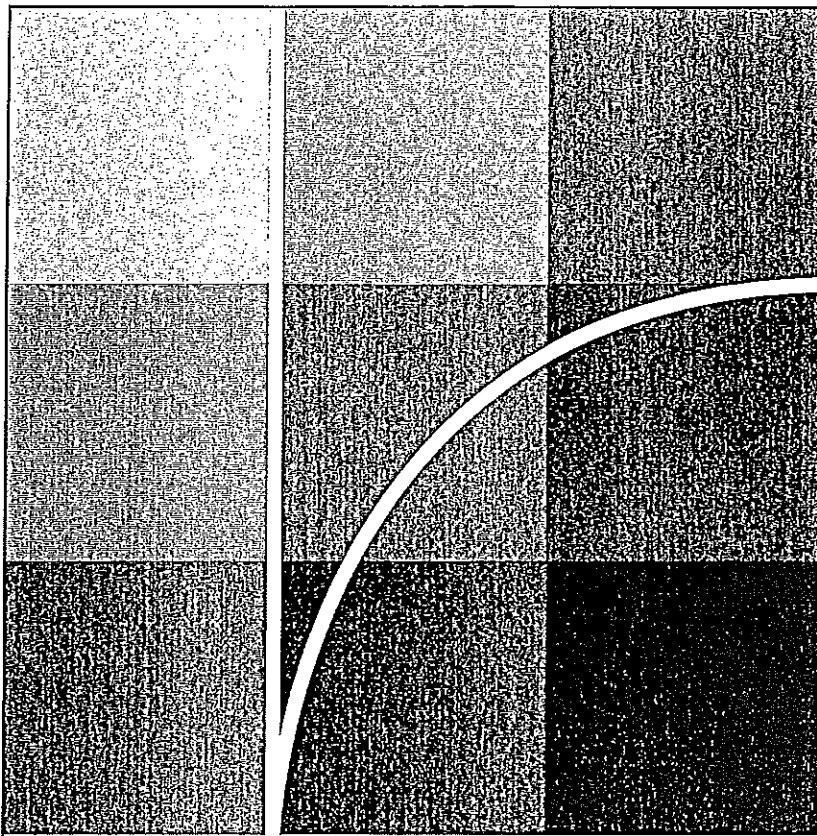
Reilly Associates has a network of fully equipped CAD stations utilizing AutoCAD along with automated surveying, H&H, stormwater and roadway calculation software. The network of CAD stations are supported by a scanner, color printer and high speed large format HP plotters. Our engineers are experienced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



## Project Experience – Storm Water, Culvert, Flood Control Projects

### **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

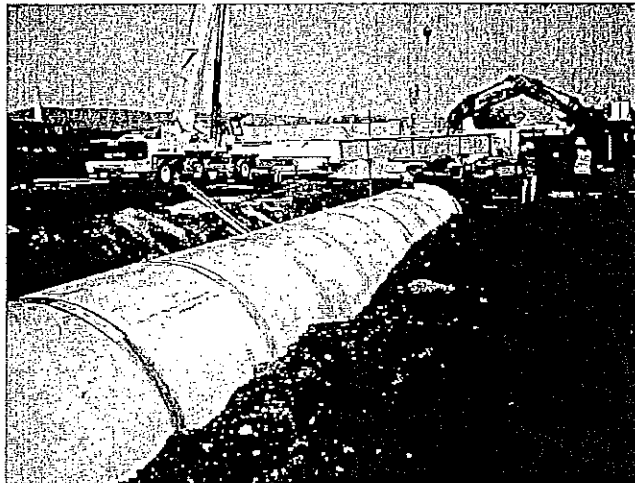
(Drainage Area 1.53 sq. miles)

### Mt. Lake Creek

(Drainage Area 0.5 sq. miles)

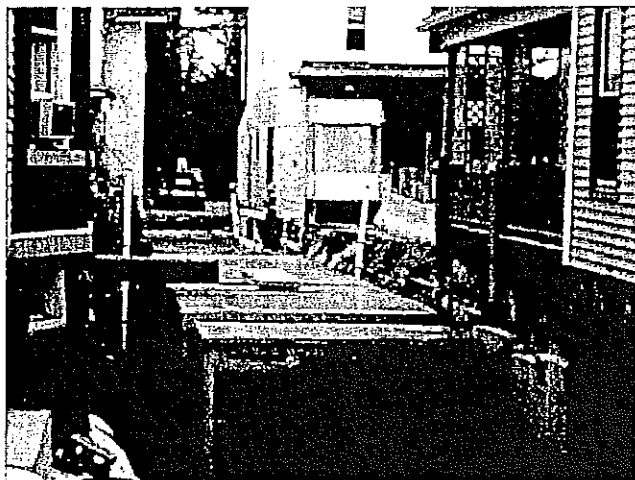
### Leggetts Creek

(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.

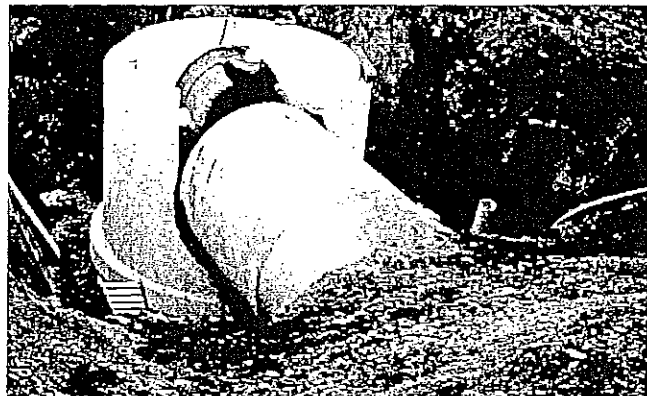
Hydraulic models and mapping were prepared for submission to FEMA in support of a Letter of Map revision (LOMR).

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**

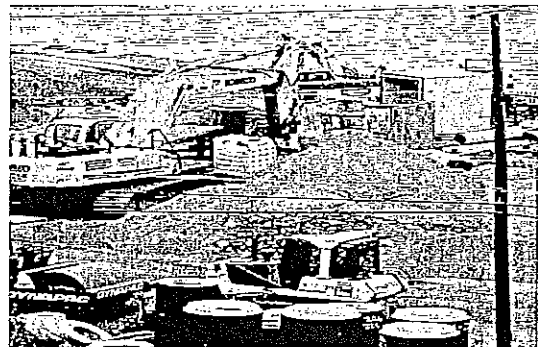
### **Flood Control and Sewer Separation Project**

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.

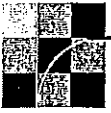
The work was situated in the downtown business district of Pittston. Careful consideration of existing utilities, adjacent structures, operating businesses and access to residential structures was required. Reilly Associates coordinated the relocation of water mains, gas lines and electrical facilities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

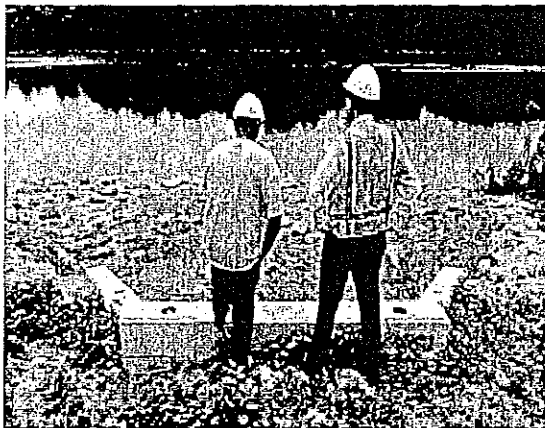
The project required application for Joint Application for Water Obstruction and Encroachment Permit & US Army Corps of Engineers Section 404 Permit, Categorical Exclusion, PennDOT Highway Occupancy Permits and Railroad License Agreements. Phase I of the project was bid in 2009 at a cost of \$6,153,000 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



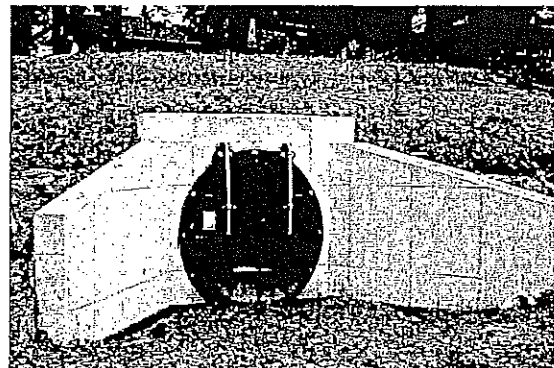
of the Borough 3,000 feet to the Susquehanna River, providing relief from flooding problems which damaged residential properties for decades. In addition, the existing 100-year-old combined sewer system consisting of clay pipes and brick manholes was replaced, and a separate sanitary sewer system was 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

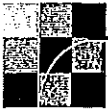
basin to collect and convey stormwater into the main culvert. Approximately 16,000 lineal feet of sanitary sewage mains were constructed. New sanitary sewer laterals were installed in the streets and new water-tight sanitary manholes were constructed.

Reilly Associates performed reconnaissance of the existing drainage structures, assessed their structural stability, evaluated repair alternatives. We surveyed 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.

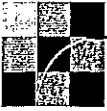
### **Yatesville Borough Stormwater Drainage/Flooding Study Yatesville, PA**

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.

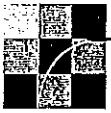
### **Solomon Creek Culvert Repairs**

#### **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.

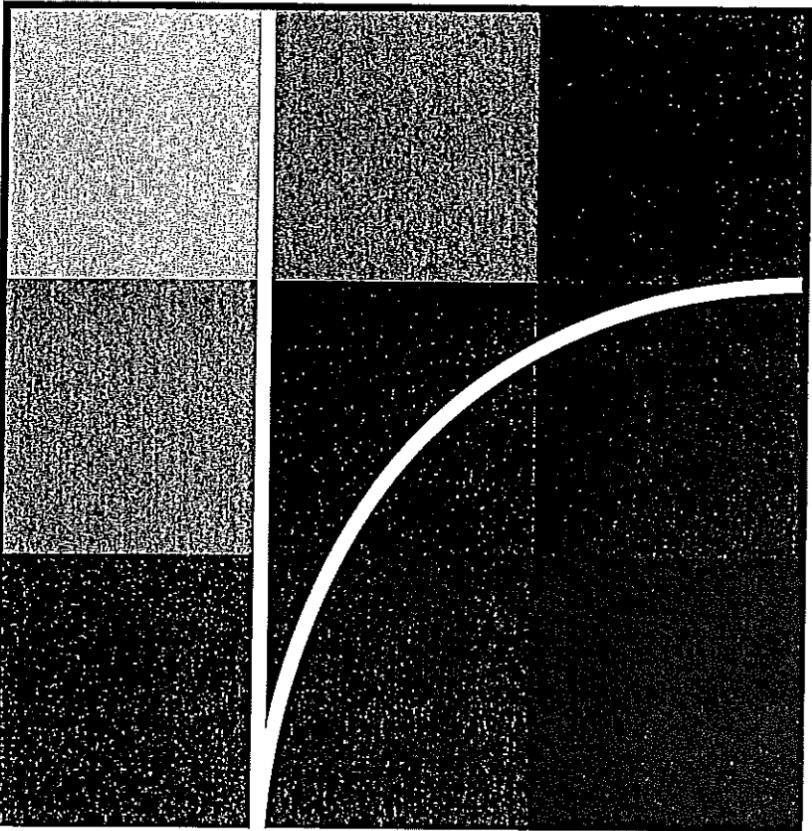
**Reilly Associates performed reconnaissance of the existing drainage structures, assessed their structural stability, evaluated repair alternatives. We surveyed the drainage areas and prepared hydrologic reports and hydraulic designs.**

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 NON-  
SEGREGATED  
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).

PRODUCER Joyce, Jackman & Bell, LLC 9 N. Main Street Pittston PA 18640-0490	CONTACT NAME: Kristy Rosiak PHONE (A/C, No, Ext): (570) 654-5505 FAX (A/C, No): (570) 654-8275 E-MAIL ADDRESS: krosiak@jjbins.com
INSURED Reilly Associates 49 South Main Street Suite 200 Pittston PA 18640	INSURER(S) AFFORDING COVERAGE INSURER A: Natl Fire Ins Co of Hartford NAIC # 20478C INSURER B: Continental Ins Co 35289C INSURER C: Donegal Mutual Insurance 13692 INSURER D: CNA INSURER E: 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 REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6046484146	5/4/2017	5/4/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		6046139215	5/4/2017	5/4/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 500,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6046139229	5/4/2017	5/4/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC8042802	10/21/2016	10/21/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		AEH591885922	3/8/2017	3/8/2018	Limit 1M/2M Deductible \$30,000

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.

AUTHORIZED REPRESENTATIVE

Kristy Rosiak/LAC

238

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All responses must be received by 10:00 A.M. Eastern Time May 22, 2017. Questions should be submitted to either [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov) or [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). 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  
2<sup>nd</sup> 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](mailto: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 creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

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

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

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

## 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, Thomas Reilly, hereby state that the facts contained in the within the foregoing Non-Collusion Affidavit are 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

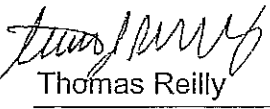
The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further 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 7/25/17

Reilly Associates

(Name of Bidder)

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

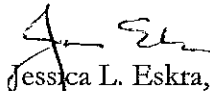
RECEIVED  
SEP 7 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

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

Respectfully,

  
Jessica 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.

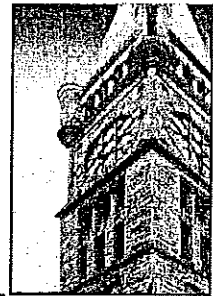
**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus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

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

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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 PLAZA, SUITE 202E | 785-587-4000  
MANHATTAN, KS 66503

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

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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, if this transaction is not funded. 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 Oblige.

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.

### I. 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.

### 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.
- (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 for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding 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 or 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 shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then 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 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 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 Obligor.** All of Obligor'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 Obligor 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 Obligor 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 Obligor 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. Obligor 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. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligor 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 Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor 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 Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor 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 Obligor, unless Obligor agrees in writing to an extension of time. Obligor 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 Obligor 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 Obligor.
- (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, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor 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, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor 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, Obligor 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 Obligor 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) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor 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 Obligor 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 Obligor in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. 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 Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor 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 Obligor by a common carrier unless the Obligor 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 Obligor'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. 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 Obligor 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 Obligor 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 Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor 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 Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligor, 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 Obligor. 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 Obligor 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 Obligor executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligor 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 Obligor selects that is acceptable to Obligor (including Obligor 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 Obligor of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligor 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 Obligor.

**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 Obligor 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 Obligor at the time this transaction was submitted for credit approval by the Obligor to the Obligor.

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**

**KS StateBank**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Marsha Jarvis, Senior Vice President**

\_\_\_\_\_  
Printed 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)

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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:	Six (6)
Number of Payments Per Year:	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)

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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 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

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Signature

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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)

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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 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:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ \_\_\_\_\_ and this amount is consistent with the Contract between Obligor and Vendor.
2. Payment is to be made to: Payee: \_\_\_\_\_
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 specifications and accepted for all purposes.
7. 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 and payable during such current Budget Year.
9. 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

or

Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

City of Scranton, Pennsylvania

Signature

Printed Name and Title

**EXHIBIT G**  
**SIGNATURE CARD**

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

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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**

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Signature

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Printed Name and Title

**Signature of additional authorized individual (optional) of Obligor**

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Signature

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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)

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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:**

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

**Certificate Holder:**

KS StateBank  
1010 Westloop, P.O. Box 69  
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 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 Oblgee 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 reinstate 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:

<b>Contract Number</b> 3352124	<b>Payment Amount</b> \$218,147.96	<b>Frequency of Payments</b> Annual
<b>Beginning</b> _____ Month      Year	<b>Day of Month</b> 15th	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

<b>Financial Institution Name</b>		<b>Branch</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Routing Number</b>		<b>Account Number</b>	

**Type of Account**      ☐ Checking      ☐ Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

<b>Obligor Name on Contract</b> City of Scranton, Pennsylvania	
<b>Signature</b>	<b>Printed Name and Title</b>
<b>Tax ID Number</b> 24-6000704	<b>Date</b>

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

**USA Patriot 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.

# 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

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>City of Scranton, Pennsylvania</b>		2 Issuer's employer identification number (EIN) <b>24-6000704</b>	
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 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>340 North Washington Avenue</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Scranton, Pennsylvania 18503</b>		7 Date of issue <b>09/01/2017</b>	
8 Name of issue <b>Government Obligation Contract</b>		9 CUSIP number <b>None</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Mr. David Bulzoni, Business Administrator</b>		10b Telephone number of officer or other employee shown on 10a <b>(570) 348-4214</b>	

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► <u>Ten (10) Utility Vehicles</u>	18	1,185,806	96
19 If obligations are TANs or RANs, check only box 19a			
If obligations are BANs, check only box 19b			
20 If obligations are in the form of a lease or installment sale, check box			

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/15/2023	\$ 1,185,806.96	\$ 1,175,891.21	3.579 years	3.329 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	1,185,806	96
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	9,915	75
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29	9,915	75
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,175,891	21

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate Instructions.

Cat. No. 63773S

Form 8038-G (Rev. 9-2011)

**Part VI Miscellaneous**

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	36a		
b	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 governmental units . . . . .	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool obligation ▶ _____			
c	Enter the EIN of the issuer of the master pool obligation ▶ _____			
d	Enter the name of the issuer of the master pool obligation ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .			<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box . . . . .			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement. . . . . ▶ _____			
b	Enter the date the official intent was adopted ▶ _____			

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

Date



Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
H. Evan Howe	<i>H. Evan Howe</i> Digitally signed by H. Evan Howe Date: 2017.08.03 15:46:36 -05'00'	08/03/2017		P01438994
Firm's Name ▶	Baystone Financial LLC		Firm's EIN ▶	48-1223987
Firm's Address ▶	12980 Metcalf, 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.
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 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

PENNSYLVANIA

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

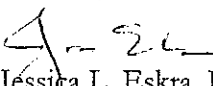
**Re: Government Obligation Contract dated as of August 3, 2017  
between Kansas State Bank of Manhattan (Obligee) and City of Scranton  
Pennsylvania (Obligor)**

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

JLE/sl



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

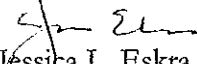
SEP 7 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION 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  
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 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

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 Obligor and Obligee 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 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.

### 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.
- (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 Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor 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. Obligor 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 Oblige 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 Oblige 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. Oblige 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. Oblige 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 Oblige hereunder have been received, Oblige 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 Oblige then Oblige 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 for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding 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 Oblige as provided herein and conveyed to Oblige 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 Oblige as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Oblige as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Oblige as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Oblige, then Oblige 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 Oblige with a Certificate of Insurance which lists the Oblige 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 Oblige 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 Oblige from liability and property damage in any form and amount satisfactory to Oblige.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblige 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 Oblige and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblige 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 Oblige or its assignees. Obligor shall furnish to Oblige 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 Oblige, 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 Oblige, 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 Oblige.

**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 Oblige 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 Oblige 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 Oblige 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 Oblige such documents as Oblige may request to evidence the passage of legal title to the Equipment to Oblige.

**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 Oblige 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 Oblige, 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 Oblige 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 Obligor.** All of Obligor'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 Obligor 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 Obligor 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 Obligor 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. Obligor 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. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligor 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 Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor 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 Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor 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 Obligor, unless Obligor agrees in writing to an extension of time. Obligor 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 Obligor 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 Obligor.
- (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, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor 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, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor 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, Obligor 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 Obligor 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) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor 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 Obligor 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 Obligor in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. 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 Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor 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 Obligor by a common carrier unless the Obligor 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 Obligor'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. 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 Obligor 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 Obligor 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 Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor 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 Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligor, 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 Obligor. 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 Obligor 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 Obligor executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligor 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 Obligor selects that is acceptable to Obligor (including Obligor 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 Obligor of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligor 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 Obligor.

**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 Obligor 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 Obligor at the time this transaction was submitted for credit approval by the Obligor to the Obligor.

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 Oblige 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 Oblige 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, Oblige 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 Oblige 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 Oblige or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Oblige's satisfaction, and Oblige has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Oblige 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 Oblige and Obligor. Furthermore, Oblige 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 Oblige 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 Oblige 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 Oblige. 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 Oblige 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 Oblige and will not apply to this Contract.

Oblige 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)

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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
Total Number of Payments:	Ten (10)
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)**

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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 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**

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Signature

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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).
2. **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)

3. **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)

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:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$\_\_\_\_\_ and this amount is consistent with the Contract between Obligor and Vendor.
2. Payment is to be made to: Payee: \_\_\_\_\_
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 specifications and accepted for all purposes.
7. 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 and payable during such current Budget Year.
9. 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: robin.gidney@powerofleasing.com

or

Fax: (802) 372-4775

Please call (802) 372-8435 if you have any questions.

City of Scranton, Pennsylvania

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed 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.

## NOTICE OF ASSIGNMENT

---

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:**

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

**Certificate Holder:**

KS StateBank  
1010 Westloop, P.O. Box 69  
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@poweroffeasing.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 reinstate 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:

<b>Contract Number</b> 3352247	<b>Payment Amount</b> 1 @ \$330,142.00; 2-10 @ \$102,156.57	<b>Frequency of Payments</b> Annual
<b>Beginning</b> Month Year	<b>Day of Month</b> 20th	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

<b>Financial Institution Name</b>		<b>Branch</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Routing Number</b>		<b>Account Number</b>	

Type of Account ☐ Checking ☐ Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

<b>Obligor Name on Contract</b> City of Scranton, Pennsylvania	
<b>Signature</b>	<b>Printed Name and Title</b>
<b>Tax ID Number</b> 24-6000704	<b>Date</b>

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

**USA Patriot 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

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

# 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

<b>Part I</b> Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>City of Scranton, Pennsylvania</b>		2 Issuer's employer identification number (EIN) <b>24-6000704</b>	
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 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>340 North Washington Avenue</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Scranton, Pennsylvania 18503</b>		7 Date of issue <b>08/25/2017</b>	
8 Name of issue <b>Government Obligation Contract</b>		9 CUSIP number <b>None</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Mr. David Bulzoni, Business Administrator</b>		10b Telephone number of officer or other employee shown on 10a <b>(570) 348-4214</b>	

**Part II** Type of Issue (enter the issue price). See the instructions and attach schedule.

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	16		
17 Utilities	17		
18 Other, Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

**Part III** Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/25/2026	\$ 1,113,081.09	\$ 1,098,790.00	4.669 years	3.706 %

**Part IV** Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	1,113,081	09
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	14,291	09
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29	14,291	09
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,098,790	00

**Part V** Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form 8038-G (Rev. 9-2011)

**Part VI Miscellaneous**

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	36a		
b	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 governmental units . . . . .	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool obligation ▶ _____			
c	Enter the EIN of the issuer of the master pool obligation ▶ _____			
d	Enter the name of the issuer of the master pool obligation ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box . . . . .			<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box . . . . .			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement. . . . . ▶ _____			
b	Enter the date the official intent was adopted ▶ _____			

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

Date



Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
H. Evan Howe	<i>H. Evan Howe</i> <small>Digitally signed by H. Evan Howe Date: 2017.08.23 10:16:30 -05'00'</small>	08/23/2017		P01438994
Firm's Name ▶	Baystone Financial LLC		Firm's EIN ▶	48-1223987
Firm's Address ▶	12980 Metcalf, Suite 310, Overland Park, KS 66213		Phone no.	(800) 752-3562

Form 8038-G (Rev. 9-2011)



DEPARTMENT OF LAW

PENNSYLVANIA 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 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,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl



DEPARTMENT OF LAW

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

September 5, 2017

RECEIVED  
SEP 7 2017

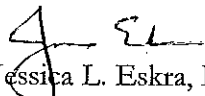
To the Honorable Council  
Of the City of Scranton  
Municipal Building  
Scranton, PA 18503

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 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

RESOLUTION NO. \_\_\_\_\_

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 de-escalating 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.

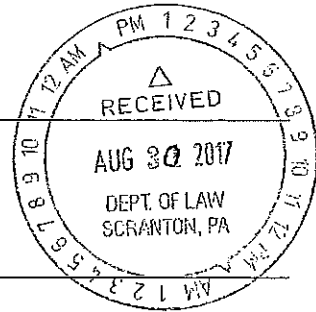
**SECTION 2.** This Resolution shall become effective immediately upon approval.

**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 Gaming Local Share Account 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*  
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 Information**

Applicant Entity Type:	Government
Applicant Name:	City of Scranton Police Department
NAICS Code	9221
FEIN/SSN Number	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

**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

**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 Information**

Company Entity Type:	Government
Company Name:	City of Scranton Police Department
NAICS Code	9221
FEIN:	XXXXXXXXXX
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

## 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

### 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:	0 (% of Budget)

### Enterprise Type

Indicate the types of enterprises that describe the organization listed above. You may select more than one type.

<input type="checkbox"/> Advanced Technology	<input type="checkbox"/> Agri-Processor	<input type="checkbox"/> Agri-Producer
<input type="checkbox"/> Authority	<input type="checkbox"/> Biotechnology / Life Sciences	<input type="checkbox"/> Business Financial Services
<input type="checkbox"/> Call Center	<input type="checkbox"/> Child Care Center	<input type="checkbox"/> Commercial
<input type="checkbox"/> Community Dev. Provider	<input type="checkbox"/> Computer & Clerical Operators	<input type="checkbox"/> Defense Related
<input type="checkbox"/> Economic Dev. Provider	<input type="checkbox"/> Educational Facility	<input type="checkbox"/> Emergency Responder
<input type="checkbox"/> Environment and Conservation	<input type="checkbox"/> Exempt Facility	<input type="checkbox"/> Export Manufacturing
<input type="checkbox"/> Export Service	<input type="checkbox"/> Food Processing	<input checked="" type="checkbox"/> Government
<input type="checkbox"/> Healthcare	<input type="checkbox"/> Hospitality	<input type="checkbox"/> Industrial
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Mining	<input type="checkbox"/> Other
<input type="checkbox"/> Professional Services	<input type="checkbox"/> Recycling	<input type="checkbox"/> Regional & National Headquarters
<input type="checkbox"/> Research & Development	<input type="checkbox"/> Retail	<input type="checkbox"/> Social Services Provider
<input type="checkbox"/> Tourism Promotion	<input type="checkbox"/> Warehouse & Terminal	

Government,

**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 Overview**

Project Name:

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:	100 S. Washington Avenue
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
	<p><b><u>Jobs that Pay</u></b></p> <p>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.</p> <p><b>NOTE:</b> Jobs that Pay required data by the Department is for reporting purposes only and will <b>NOT</b> be used as a criteria for awarding loans, loan guarantees, grants or tax credits.</p>
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

	Local Share Account Fund (Gaming Funds) Monroe County	Total
<b>Machinery &amp; Equipment:</b>	\$83,907.00	
New Equipment Purchase	\$83,907.00	\$83,907.00
<b>Total</b>	\$83,907.00	
<b>Budget Total:</b>		\$83,907.00

#### 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.

## 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

### 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

3. 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](#)

**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

**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 send via US Mail. Please reference the Application ID number on all mailed documents.**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%.<sup>1</sup> 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

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<sup>1</sup> Smith, M.R., R.J. Kaminski, G.P. Alpert, L. Fridell, J. MacDonald, and B. Kubu, *A Multi-Method Evaluation of Police Use of Force Outcomes*, 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:

Item #	Quantity	Description	Unit Price	Total
11003	75	Handle-Yellow-Class III X26P	964.05	72,304
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 Total:				\$ 83,907

Waiting for Invoice

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.

VENDOR  
102909  
AXON ENTERPRISE INC  
17800 N 85TH ST  
SCOTTSDALE AZ 85255

SHIP TO  
POLICE DEPARTMENT  
CITY OF SCRANTON  
100 S. WASHINGTON AVE  
SCRANTON, PA 18503  
ATTN: SGT. CELLUCK

ORDER DATE: 07/24/17		BUYER: MARA PUGLIESE		REQ. NO: 17001035	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC: STATE CONTRACT # 44000132	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	17.00		ITEM# 1 - (11003) - 17 HANDLE - YELLOW CLASS III, X26P AT 964.05	964.0500	16,388.85
02	23.00		ITEM# 2 - (11010) - X26P BATTERY PACK X26P - 23 @ 68.02	68.0200	1,564.46
03	14.00		ITEM# 3 - (11501) - HOLSTER - BLACKHAWK RIGHT, X26P - 14 @ 57.04	57.0400	798.56
04	3.00		ITEM# 4 - (11504) - 3 HOLSTER BLACKHAWK - LEFT, X26P @ 57.04	57.0400	171.12
05	1.00		ITEM# 5 - (22011) - 1 KIT, DATAPORT DOWNLOAD, USB, X2/X26P - @ 176.49	176.4900	176.49
06	30.00		ITEM# 6 - (44203) - CARTRIDGE - 25 HYBRID - 30 @ 29.30	29.3000	879.00
07	1.00		SHIPPING & HANDLING	131.5100	131.51

COPIES

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	20,109.99
01	0101100071	4550		TOTAL \$	20,109.99
02	0101100071	4550			
03	0101100071	4550			
04	0101100071	4550			
05	0101100071	4550			
06	0101100071	4550			
07	0101100071	4550			

*Rebecca McMullen*  
Finance Manager

*Julie Reed*  
Purchasing Clerk

*Roseanne Novembrino*  
City Controller

Waiting for Invoice

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: 17001021

PAGE NO. 1

\*PURCHASE ORDERS SHALL NOT BE VALID UNLESS APPROVED AND SIGNED  
BY CITY CONTROLLER.

VENDOR  
102909  
AXON ENTERPRISE INC.  
17800 N 85TH ST  
SCOTTSDALE AZ 85255

SHIP TO  
POLICE DEPARTMENT  
CITY OF SCRANTON  
100 S. WASHINGTON AVE  
SCRANTON, PA 18503  
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	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	10.00		ITEM# 1 - (11003) - HANDLE YELLOW - CLASS III - X26P - 10 @ 975.62	975.6200	9,756.20
02	10.00		ITEM# 2 - (11010) - 10 XPPM BATTERY PACK X26P - @ 68.84	68.8400	688.40
03	10.00		ITEM# 3 - (11501) - 10 HOLSTER, BLACKHAWK, RIGHT, X26P - @ 57.72	57.7200	577.20
04	20.00		ITEM# 4 - (44203) - 20 CARTRIDGE - 25 HYBRID, - @ 29.65	29.6500	593.00
				PAGE TOTAL \$	11,614.80
				TOTAL \$	11,614.80
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	
01	0101100071	4380	9,756.20		
02	0101100071	4380	688.40		
03	0101100071	4380	577.20		
04	0101100071	4380	593.00		
				Rebecca McMillan Finance Manager	
				Julie Reed Purchasing Clerk	
				Roseann Novembino City Controller	



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,

  
Jessica 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



**Be Part of  
The Solution**

---

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.

Sincerely,

A handwritten signature in black ink, appearing to be "C. Graziano", written over the printed name.

Chief Carl R. Graziano

**Peoples Security**  
150 N. Washington Ave., Scranton, PA 18603

**CASHIERS CHECK**

324329

REMITTER: JACQUELINE AND JAMES STEWART

DATE 8/22/17

PAY TO THE ORDER OF  
EXACTLY \$1,000 AND 00/100 DOLLARS

\$1,000.00

SCRANTON POLICE K-9 UNIT

40000324329 0313118070 409369

PEOPLES SECURITY BANK & TRUST  
AUTHORIZED SIGNATURE

*Rebecca Fied*

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 19 SECURITY FEATURES.



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 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,

A handwritten signature in dark ink, appearing to read "Jessica L. Eskra".

Jessica L. Eskra, Esquire  
City Solicitor

JLS/sl

RESOLUTION 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](mailto:laebli@scrantonpa.gov).

Sincerely,

Linda B. Aebli  
Executive Director

Lba/  
Attachments



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF THE GOVERNOR

RANDY ALBRIGHT  
SECRETARY  
GOVERNOR'S OFFICE OF THE BUDGET

RECEIVED  
11/28/16

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 must 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.**

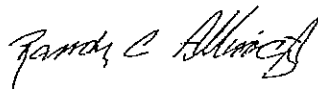
As one of the selected recipients of the limited amount of RACP funding available, your organization now has the significant responsibility of ensuring that these funds are utilized for economic development in a timely manner. Therefore, it will be the policy of this Administration to require that **all 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

cc: Mary Isenhour (Chief of Staff)  
Yesenia 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  
18<sup>th</sup> Floor, Harrisstown 2, 333 Market Street  
Harrisburg, PA 17101-2210

July 10, 2017

William Courtright, Mayor  
City of Scranton  
340 North Washington Avenue  
Scranton, PA 18503

2017 JUL 12 PM 3:58

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  
18<sup>th</sup> Floor Harrisburg 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.

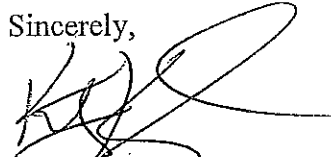
You are being reminded that the grant agreement and the RACP-related legislative Acts provide stipulations that must be followed. Essentially, a contract fulfilled under a RACP-defined scope must be in compliance with our requirements. Any compliance failure will negatively impact the grant process. 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](mailto: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:

COUNTY	MUNICIPALITY	ACT NO.	AUTHORIZATION DATE	ACT DESCRIPTION	ACT AMOUNT	RELEASE AMOUNT	REMAINING AMOUNT	RELEASE DATE
Lackawanna	City of Scranton	2013-085	11/1/2013	Acquisition, construction, infrastructure and other related costs for Neighborhood (Commercial District) revitalization project	\$4,000,000		\$4,000,000 1,000,000	

### 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  
113<sup>th</sup> District

**State Senator:** Hon. John P. Blake  
409 Lackawanna Avenue, Suite #210, Scranton, PA 18503  
22<sup>th</sup> 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 20<sup>th</sup> 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 follow-on 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.

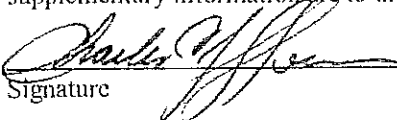
**PROPOSED RACP SCOPE:**

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 1-year after project completion
A.	NEW Jobs:	
1.	NEW permanent direct jobs from positions being created, or vacant ones being filled.	
a.	Full-time jobs	10
b.	Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered a Full Time Equivalent (FTE). The Office of the Budget will calculate FTEs.	0
2.	NEW permanent direct jobs TRANSFERRED TO PA FROM OUT OF STATE. "NEW" for this entry's purpose <u>only</u> includes existing, filled positions that will be transferred into PA from out of state.	
a.	Full-time jobs	0
b.	Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered an FTE. The Office of the Budget will calculate FTEs.	0
B.	RETAINED permanent direct (non-construction) jobs. "RETAINED" for this purpose includes existing jobs, currently located elsewhere in PA or existing jobs retained at a current employment site that will be lost without the progression of this project.	
1.	Full-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.	Number of permanent INDIRECT jobs created by support/supplier industries and secondary industries attracted by the project. Must supply multiplier basis used by the project.	
D.	Number of non-permanent direct (CONSTRUCTION) jobs created by the project.	104
E.	Median annual wage for NEW permanent direct full-time jobs.	\$36,807
F.	Provide the per capita income for the project's county per the U.S. Census Bureau website.	\$25,608
G.	Total state tax generation (payroll, sales, corporate, etc.).	\$320,000
		Prior to project

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

*Developer*  
Title

*4/10/17*  
Date

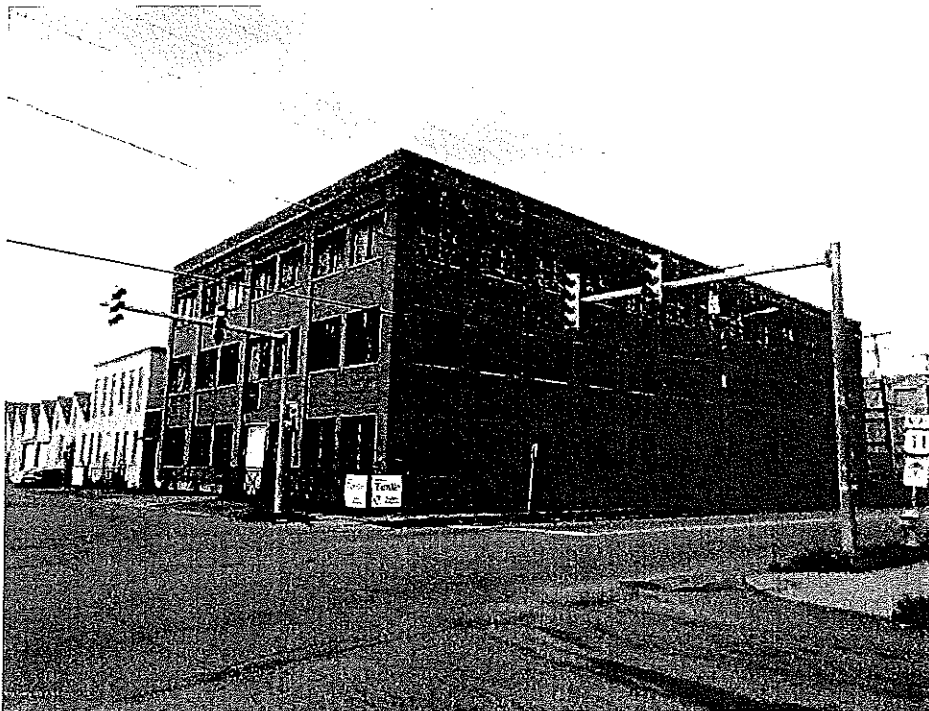
## TAB 4: COMMUNITY IMPACT

### A. Narrative of Area

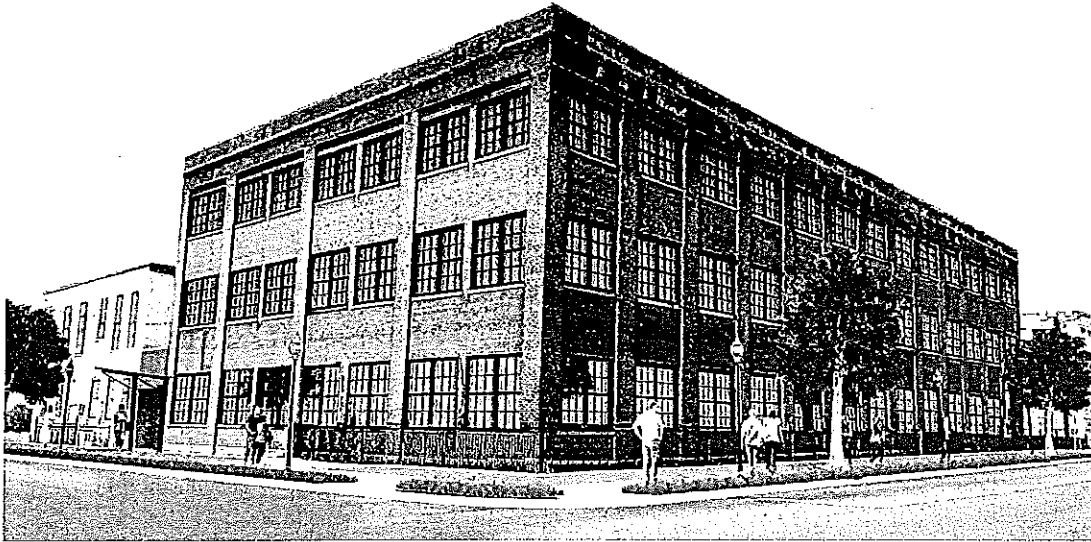
The Scranton Counseling Center (SCC) is currently located in two separate buildings in the 300 block of Adams Ave in Downtown Scranton (See photo below). As shown, the Center is housed in the building on the left and right of a vacant, unsightly property.



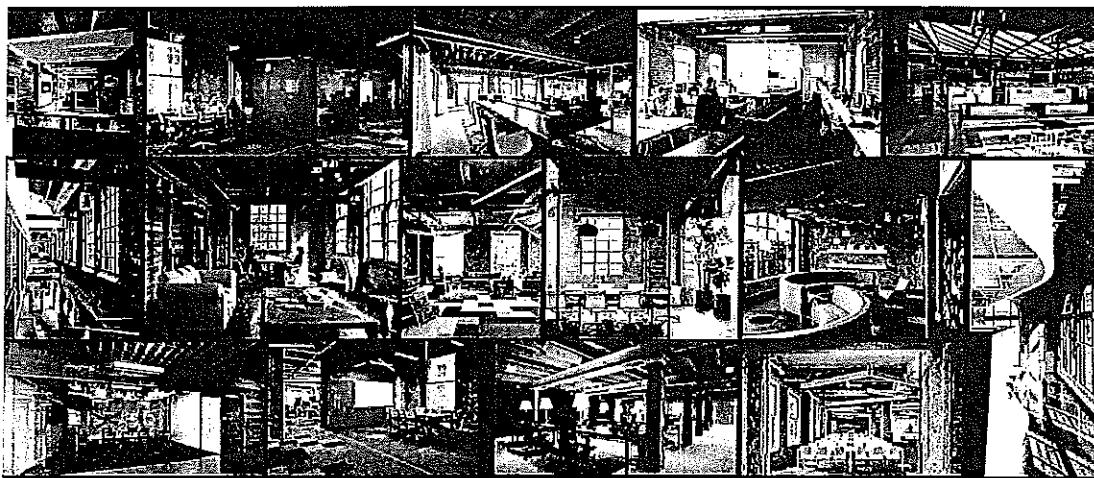
The project will provide a new facility for SCC in 300 block of Cherry Street in a to-be-converted historic building. (Photo of the existing property is shown below.)



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.

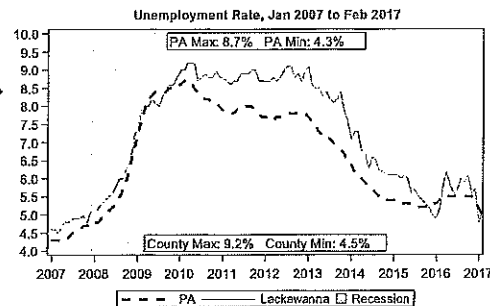
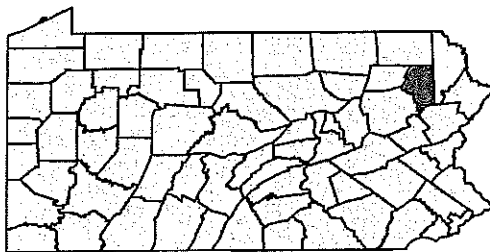
## B. Economic Health of the County

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



2015 Population		
Demographic	County	PA
Total Population	213,459	12,779,559
Female	110,401	6,534,215
Male	103,058	6,245,344
Population by Race		
White	82.7%	81.6%
Black	3.1%	11.0%
Other	4.2%	7.4%
Hispanic Origin (all races)	5.9%	6.4%
Population by Age		
Ages 0 to 17	20.1%	21.3%
Ages 18 to 24	9.7%	9.7%
Ages 25 to 34	12.1%	12.6%
Ages 35 to 44	11.6%	12.0%
Ages 45 to 54	14.1%	14.4%
Ages 55 to 64	13.9%	13.6%
Ages 65 to 74	9.5%	8.6%
Ages 75 and Older	8.9%	7.7%
Median Age	42.5	40.7

Source: U.S. Census 5 Year Estimate 2011-2015 (Tables: DP05 and B01001)

2015 Veterans		
	County	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%

Source: U.S. Census 5 Year Estimate 2011-2015 (Table: S2101)

Online Job Postings		
	County	PA
February 2017	3,392	193,169
February 2016	3,710	215,038
Annual Volume Change	-318	-21,869
Annual Percent Change	-8.6%	-10.2%

Source: The Conference Board Help Wanted OnLine™

Income		
	County	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

Note: Total Personal Income is displayed in thousands.  
Note: Median incomes are in 2015 adjusted dollars.  
Source: Personal Income - Bureau of Economic Analysis (BEA) - 2015  
Source: Median Incomes - U.S. Census 2011-2015 (Tables: B19013 & B19113)

Local Area Unemployment Statistics		
Feb 2017	County	PA
Unemployment Rate	5.1%	5.0%
Labor Force	105,500	6,434,000
Employed	100,100	6,114,000
Unemployed	5,400	321,000

Notes: Current month's data are preliminary. Data are Seasonally Adjusted.

Unemployment Compensation Exhaustees				
Feb 2016 to Jan 2017		Volume		Percent of Total
Pre-UC Industry	County	PA	County	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	80	5,720	4.5%	5.0%
Professional & Business Services	300	19,920	16.5%	18.0%
Education & Health Services	280	16,700	15.6%	15.0%
Leisure & Hospitality	130	7,310	7.0%	6.5%
Other Services	40	2,790	2.0%	2.5%
Government	10	1,080	0.5%	1.0%
Info Not Available	20	2,190	1.0%	2.0%
Total	1,800	112,000	100%	100%

Note: Percentages less than 0.5% will be displayed as 0.0%.  
Source: Pennsylvania Unemployment Compensation System

Top 10 Employers by Employment in Q3 of 2016	
Allied Services Foundation	
State Government	
Community Medical Center	
Scranton School District	
Lackawanna County	
TMG Health Inc	
The University of Scranton	
Federal Government	
Wal-Mart Associates Inc	
Scranton Quincey Hospital Co LLC	

Source: Quarterly Census of Employment and Wages

Center for Workforce Information & Analysis



2. Does the county have declining population? YES – see below excerpt from Census website.

U.S. Department of Commerce (http://www.commerce.gov/) | Blogs (http://www.census.gov/about/contact-us/social\_media.html) | Index A-Z (http://www.census.gov/about/index.html) | Glossary (http://www.census.gov/about/index.html)

**United States Census Bureau**  
(http://www.census.gov/en.html)

Topics: Population, Economy    Geography: Maps, Products    Library: Demographics, Publications    Data: Tools, Developers    Surveys/Programs: Respond, Survey Data    Newsroom: News, Blogs    About Us: Our Research    Search

### Welcome to QuickFacts

Lackawanna County, Pennsylvania

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

QuickFacts

People

Lackawanna County, Pennsylvania

Population

Population estimates, July 1, 2016, (V2016)	211,321
Population estimates, July 1, 2015, (V2015)	211,917
Population estimates base, April 1, 2010, (V2010)	214,440
Population estimates base, April 1, 2010, (V2015)	214,436
Population, percent change - April 1, 2010 (estimates base) to July 1, 2016, (V2016)	-1.5%
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015, (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:

<b>Grantee:</b>	<b>City of Scranton</b> Mayor William L. Courtright 340 N Washington Ave, Scranton, PA 18503 P: (570) 348-4215 <b>Contact:</b> Linda Aebli, Director of OECD laebli@scrantonpa.gov
<b>Sub-Candidate:</b>	<b>Scranton-Cherry, LP</b> Charles C. Jefferson/Owner 2030 W. Tilghman Street, Suite #203, Allentown, PA 18104 P: (215) 651-1241 cjefferson@jeffersonwerner.com
<b>Architect:</b>	<b>Hemmler + Camayd Architects</b> David Hemmler/Partner 409 Lackawanna Avenue, Scranton, PA 18503 P: (570)961-1302 dhemmler@hc-architects.com
<b>Engineer:</b>	<b>Keast &amp; Hood Engineering</b> Frederick Baumert, PE 400 Market Street, Suite 1250, Philadelphia, PA 19106 P: (215) 625-0099 fbaumert@keasthood.com
<b>Construction Manager:</b>	<b>Admiral Management Services, LLC</b> Duane Wagner 129 N. Washington Avenue, Scranton, PA 18503 P: (484) 866-5608 dwagner@jeffersonwerner.com
<b>Developer / Project Administration:</b>	<b>Jefferson-Werner, LLC</b> 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 RATE	GROSS ANNUAL INCOME
1, 2, 3	108,000	0	76,000	\$3.62	\$275,000
<b>TOTAL / AVERAGE:</b>	<b>108,000</b>	<b>0</b>	<b>76,000</b>		<b>\$275,000</b>

PROJECT COSTS		
<b>LAND:</b>		
PURCHASE PRICE:	\$ 545,000	
ACQUISITION FEES:	\$ 205,000	
<b>TOTAL SOFT COSTS:</b>	<b>\$ 750,000</b>	
<b>SOFT COSTS:</b>		
ARCH & ENG:	\$ 500,000	
LEGAL:	\$ 100,000	
ACCT'G HTC/NMTC:	\$ 40,000	
HTC CERTIFICATION:	\$ 40,000	
PROJECT MANAGEMENT:	\$ 200,000	
TESTING & INSPECTIONS:	\$ 5,000	
APPRAISAL/MARKET STUDY:	\$ 10,000	
REAL ESTATE TAXES:	\$ 69,000	
INSURANCE:	\$ 10,000	
OPERATING RESERVE:	\$ 216,010	
CONSULTANT PERFORMANCE FEE:	\$ 139,500	
INTEREST RESERVE (12 Mo. @ 5%):	\$ 250,000	
FINANCING /CLOSING FEES:	\$ 325,000	
<b>TOTAL SOFT COSTS:</b>	<b>\$ 1,904,510</b>	
<b>CONSTRUCTION COSTS:</b>		
DEMO/ABATEMENT <sup>2</sup>	\$ 50,000	
SITE WORK:	\$ 750,000	
INTERIOR:	\$ 5,000,000	
<b>TOTAL CONSTRUCTION:</b>	<b>\$ 5,800,000</b>	
<b>DEFERRED DEV FEE (HTC SOURCE/USE):</b>	<b>\$ 1,200,000</b>	
<b>PROJECT FEES &amp; COSTS:</b>	<b>\$ 569,401</b>	
<b>CONTINGENCY:</b>	<b>\$ 300,000</b>	
<b>TOTAL COST:</b>	<b>\$ 10,523,911</b>	

<b>TOTAL PROJECT COSTS:</b>	<b>\$ 10,523,911</b>
QLICI A1	\$ 5,052,780
QLICI A2	\$ 1,500,000
QLICI B	\$ 2,747,220
ADDITIONAL EQUITY	\$ 1,223,911
<b>TOTAL SOURCES:</b>	<b>\$ 10,523,911</b>

<b>AFFILIATE LEVERAGE LOAN DETAIL</b>	
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
<b>TOTAL AFFILIATED LEV LOAN</b>	<b>\$ 4,621,721</b>

## Development Cash Flow

<b>USE</b>	
Acquisition:	750,000
Soft Costs:	1,904,510
Construction & Contingency:	6,100,000
Deferred Dev Fee:	1,200,000
Project Fees:	569,401
	<hr/>
<b>Total Uses</b>	<b>10,523,911</b>
 <b>SOURCE</b>	
Acquisition Loan:	-
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
	<hr/>
<b>Total Sources</b>	<b>10,523,911</b>

# Cashflow, IRR & NPV Analysis

YEAR	1	2	3	4	5	6	7	8	9	10
Occupancy:	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
<b>INCOME SUMMARY:</b>										
Rental Income:	\$275,000	\$275,000	\$275,000	\$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
<b>OPERATING COST &amp; FEE SUMMARY:</b>										
OPEX: (REVIEW)	25.63%									
Partnership Asset Mgmt.	1.50%									
NMTC Investor Management Fee:										
NMTC CDE Tax Prep & Audit:										
HTC Investor Pref:	2.00%									
HTC Investor Tax Payment:										
HTC Property / Master Tenant										
	(\$70,469)	(\$71,878)	(\$73,316)	(\$74,782)	(\$76,278)	(\$77,803)	(\$79,359)	(\$80,946)	(\$82,565)	(\$84,217)
	(\$4,125)	(\$4,125)	(\$4,125)	(\$4,125)	(\$4,125)	(\$4,331)	(\$4,331)	(\$4,331)	(\$4,331)	(\$4,331)
	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)
	(\$10,000)	(\$10,200)	(\$10,404)	(\$10,612)	(\$10,824)	(\$11,041)	(\$11,262)	(\$11,487)	(\$11,712)	(\$11,937)
	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)
	(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)
	(\$10,000)	(\$10,200)	(\$10,404)	(\$10,612)	(\$10,824)	(\$11,041)	(\$11,262)	(\$11,487)	(\$11,712)	(\$11,937)
TOTAL OPEX & FEES:	(\$150,846)	(\$152,655)	(\$154,501)	(\$156,384)	(\$158,304)	(\$160,468)	(\$162,466)	(\$164,765)	(\$166,897)	(\$168,548)
<b>CASHFLOW SUMMARY:</b>										
GROSS INCOME:	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$288,750	\$288,750	\$288,750	\$288,750	\$288,750
OPEX & FEES:	(\$150,846)	(\$152,655)	(\$154,501)	(\$156,384)	(\$158,304)	(\$160,468)	(\$162,466)	(\$164,765)	(\$166,897)	(\$168,548)
EFFECTIVE GROSS INCOME:	\$124,154	\$122,345	\$120,499	\$118,616	\$116,696	\$128,282	\$126,284	\$186,985	\$201,853	\$200,202
Maint & Struct. Reserve:	4.00%									
Interest/Capital Reserve Funding:										
NMTC A1 LOAN:	1.00%									
NMTC A2 LOAN:	1.00%									
NMTC B LOAN:	1.69%									
AFFILIATED LEVERAGE LOAN:	0.00%									
PERMANENT / REFI DEBT:	0.00%									
	\$0	\$0	\$0	\$0	\$0	\$0	\$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:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NET CASHFLOW AVAILABLE FOR 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 Flip								
SCC Distribution:	100.00%	95.00%								
USBCDC Distribution:	0.00%	5.00%								
DEBT SERVICE COVERAGE RATIO:	1.11	1.09	1.08	1.06	1.04	1.15	1.13			
DEBT SERVICE COVERAGE RATIO: 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.

Project Name: Scranton Counseling Center  
Date of Forecast: May 20, 2017

Project Name:  
Date of Forecast:

Source of Funds  
RACP Grant  
Conventional Financing/Equity[illegible]

Monthly Cash Flow

Financing:  
Cumulative Source of Funds  
Cumulative Use of Funds

Cumulative Cash Flow

Line of Credit - Outstanding Balance  
Interest estimated at 5.00%

**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.



[TAB #15]

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):

Cc: Thomas Oleski, Deputy Director  
Cc: Jack Sweeney, Zoning Officer



Pennsylvania State Historic Preservation Office  
PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION

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 [midoyle@pa.gov](mailto:midoyle@pa.gov).

Sincerely,

Scott Doyle  
Pennsylvania State Historic Preservation Office  
Pennsylvania Historical and Museum Commission

Enclosure

Cc: Robert Powers, Powers & 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  
Significance – Part 1

Project Number: \_\_\_\_\_

Number 1	Scranton Button Company – Buildings S1, S2 and S3 (Property) 300 Cherry Street, Scranton, Lackawanna County, PA  Lackawanna Mills and Scranton Button Historic District (Historic District)
-------------	--

\_\_\_\_\_ Preliminary done

\_\_\_\_\_ NR District \_\_\_\_\_ Certified State or Local district

Date application received by State 11/16/2016  
Date(s) additional information requested by State 11/28/2016  
Date complete information received by State 11/30/2016  
Date of transmittal to NPS 12/1/2016  
Property visited by State staff? \_\_\_\_\_

SHPO REVIEW SUMMARY

☒ Fully reviewed by SHPO  
☒ No outstanding concerns  
☒ Owner informed of SHPO recommendation  
☐ In-depth NPS review requested  
  
Recommendation different from applicant's request

Number  
2  
STATE RECOMMENDATION:

Scott Doyle  
who meet the Secretary of the Interior's Professional Qualification Standards, have reviewed this application.

\_\_\_\_\_ The property is included within the boundaries of a registered historic district, contributes to the significance of the district, and is a "certified historic structure" for the purpose of rehabilitation.

\_\_\_\_\_ The property is included within the boundaries of a registered historic district, contributes to the significance of the district, and is a "certified historic structure" for a charitable contribution for conservation purposes in accordance with the Internal Revenue Code.

\_\_\_\_\_ The property does not contribute to the significance of the above-named 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 and will be nominated individually.

\_\_\_\_\_ The property does not appear to meet National Register Criteria for Evaluation and will not be nominated.

☒ The property appears to contribute to the significance of a:  
☒ potential historic district that appears to meet the National Register Criteria for Evaluation and will likely be nominated.  
\_\_\_\_\_ registered historic district but is outside the period(s) or areas of significance as documented in the National Register nomination or district documentation on file with the NPS and nomination will be amended.

\_\_\_\_\_ 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.  
\_\_\_\_\_ The proposed historic district does not appear to meet the NR Criteria for Evaluation and will not be nominated.

12/1/2016  
Date State Official Signature Deputy SHPO

Number 3	ISSUES:
<input type="checkbox"/> Extensive loss or deterioration of historic fabric	<input type="checkbox"/> Moved property
<input type="checkbox"/> Substantial alterations over time	<input type="checkbox"/> State recommendation inconsistent with NR documentation
<input type="checkbox"/> Significance less than 50 years old	<input type="checkbox"/> Functionally related complex or multiple buildings within an individual nomination.
<input type="checkbox"/> Obscured or covered elevation(s)	<input type="checkbox"/> Other (explain)

Number  
5

Describe problematic issues or other concerns.

The Lackawanna Mills and Scranton Button Historic District in Scranton, Lackawanna County, PA was determined eligible for listing in the National Register by the PA SHPO on October 21, 2016 under Criteria A for industry as a significant example of manufacturing in the Lackawanna Valley. Buildings S1 (1898-1909), S2 (1913) and S3 (1917 and 1947) were built by Scranton Button Company to support world-wide button production and then as a record pressing plant for American Record Company. S1 consists of a 2-story, painted brick office section with segmental arched window opens (most infilled with plywood but a few 6/6 windows remain) and a long series of ten bays with saw tooth roofs and a variety of garage and window openings. The interior is open in-plan with heavy timber framing for posts, beams and trusses. Building S2 is a rectangular 3-story, 4x13 bay red brick building with 9/9 paired windows with bluestone sills, a central garage entrance and a one story entrance and office addition. The interior is open in plan with exposed steel post and beam construction. Building S3 consists of a 1917 2-story section and a 1947 3-story section – both of red brick with large window openings and variety of window types. The interior is of the 1947 section is open in plan with exposed steel post and beam construction. As documented in the submitted draft nomination, Buildings S1, S2 and S3 contribute to the industrial significance of the historic district and are owned by Scranton-Cherry LP.

NPS COMMENTS:



Pennsylvania State Historic Preservation Office  
PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION

April 25, 2017

Attn: Mr. Charles Jefferson  
Scranton-Cherry, LP  
2030 Tilghman Street, Suite 203  
Allentown, PA 18104

Re: Part 2 Review  
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](http://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 [midoye@pa.gov](mailto:midoye@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**  
**Rehabilitation—Part 2/Part 3**

Project Number: 35308

Number 1  
Scranton Button Company – Buildings S-1, S-2, and S-3  
(Property)  
300 Cherry Street  
(Property)  
Scranton, Lackawanna, PA

☐ Preliminary done

☐ Non-standard billing

Certified Historic Structure? ☒ Yes ☐ pending

Type of Request: ☒ Part 2  
☐ Part 3 (Part 2 previously reviewed)  
☐ Part 3 (Part 2 not previously reviewed)  
☐ Amendment

Date application received by State 3/31/2017  
Date(s) additional information requested by State \_\_\_\_\_, \_\_\_\_\_,

Complete information received by State 3/31/2017

Date transmitted to NPS 5/3/17

Property visit by State staff 1/31/2017 \_\_\_\_\_ rehab.  
(before) (during) (after)

**PROJECT SUMMARY REVIEW**

☒ Fully reviewed by SHPO  
☒ No outstanding concerns  
☒ Owner informed of SHPO recommendation  
☐ In-depth NPS review requested

Number  
2

**STATE RECOMMENDATION:**

Scott Doyle  
who meet the Secretary of the Interior's Professional Qualification Standards, have reviewed this application.

The project:  
\_\_\_\_\_ meets the Standards.

☒ 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 (describe divergences from Part 2 application on reverse).

5/3/17 M. Doyle D. J. [Signature]  
Date State Official Signature Deputy SHPO

Number 3	ISSUES:	
	<input type="checkbox"/> Additions, including rooftop	<input type="checkbox"/> Alteration of significant exterior features or surfaces
	<input type="checkbox"/> Alteration, removal, or covering of significant interior finishes or features	<input type="checkbox"/> Adjacent new construction, extensive site work, or demolition of adjacent structures
	<input type="checkbox"/> Changes in significant interior spaces or plan features (including circulation patterns).	<input type="checkbox"/> Window replacements on any major elevation that do not match historic configuration, material, and profiles
	<input type="checkbox"/> Damaging or inadequately specified masonry treatments	<input type="checkbox"/> Other (explain)

Number 4	Basis for Recommendation. Focus on how the issues checked in NUMBER 3 are being addressed. Where denial is recommended, explain fully. Comment on noteworthy aspects of the project, including any technical or design innovations, or creative solutions.
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STATE EVALUATION OF PROJECT & CONCERNS:

The proposed rehabilitation of Scranton Button Company buildings in Scranton, PA converts the vacant warehouse buildings into an office building for a medical and social service provider. PA SHPO staff visited the site on January 31, 2017. Please note that the saw tooth section of Building S-1 (approx. 80% of the overall building footprint) and the western half of Building S-3 are not being rehabilitated as part of this project and the 3<sup>rd</sup> floors of S-2 and S-3 appear to be empty for future expansion (see **Condition**). The remainder of the project is a typical rehabilitation of an industrial building converted to office use. Exterior work includes general masonry repairs to brick, bluestone and concrete; replacement of entrance doors with compatible aluminum framed glazed doors and double-leaf glazed wood doors to match historic units; replacement of windows including 6/6 wood windows on S-1 and S-2 with matching units and multi-light metal windows (both steel and aluminum) with aluminum replacements that are compatible replacement units; and replacement of EPDM roof systems and placement of mechanical units on roof with proper setback. On the interior, Building S-2 serves as main entrance to offices. The space is altered and new finishes to be installed. The 1<sup>st</sup> and 2<sup>nd</sup> floors are subdivided into office and meeting rooms in the middle of floor plate with a 6' wide corridor along the perimeter walls where exposed masonry and full height and structural features are retained. The offices are standard drywall construction with fully enclosed walls and ceilings due to privacy requirements. Large meeting rooms and public spaces retain full height open ceilings with exposed structural features. Vertical circulation retains most existing stairs and reuses the main elevator shaft. Secondary spaces for bathrooms and mechanical rooms are centered between S-1 and S-2 and at east end of S-3. Based on our review, the proposed work would meet the Secretary of the Interior's *Standards for Rehabilitation*.

INNOVATIVE SOLUTIONS/NOTEWORTHY ASPECTS:

☐ new technical process ☐ creative design solution ☐ noteworthy project

☒ See attachments: ☒ plans ☐ specifications ☒ photographs ☐ other:  
☐ Items sent separately: ☐ plans ☐ specifications ☐ photographs ☐ other:  
☐ Other documentation on file in State:

NPS COMMENTS:



**TAB 16: FLOOD ZONE REQUIREMENTS**

The project site is not located within the 100-year floodplain. See attached map.



APPROXIMATE SCALE  
0 800 FEET

NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

CITY OF  
SCRANTON,  
PENNSYLVANIA  
LACKAWANNA COUNTY

PANEL 15 OF 25

(SEE MAP INDEX FOR PANELS NOT PRINTED)

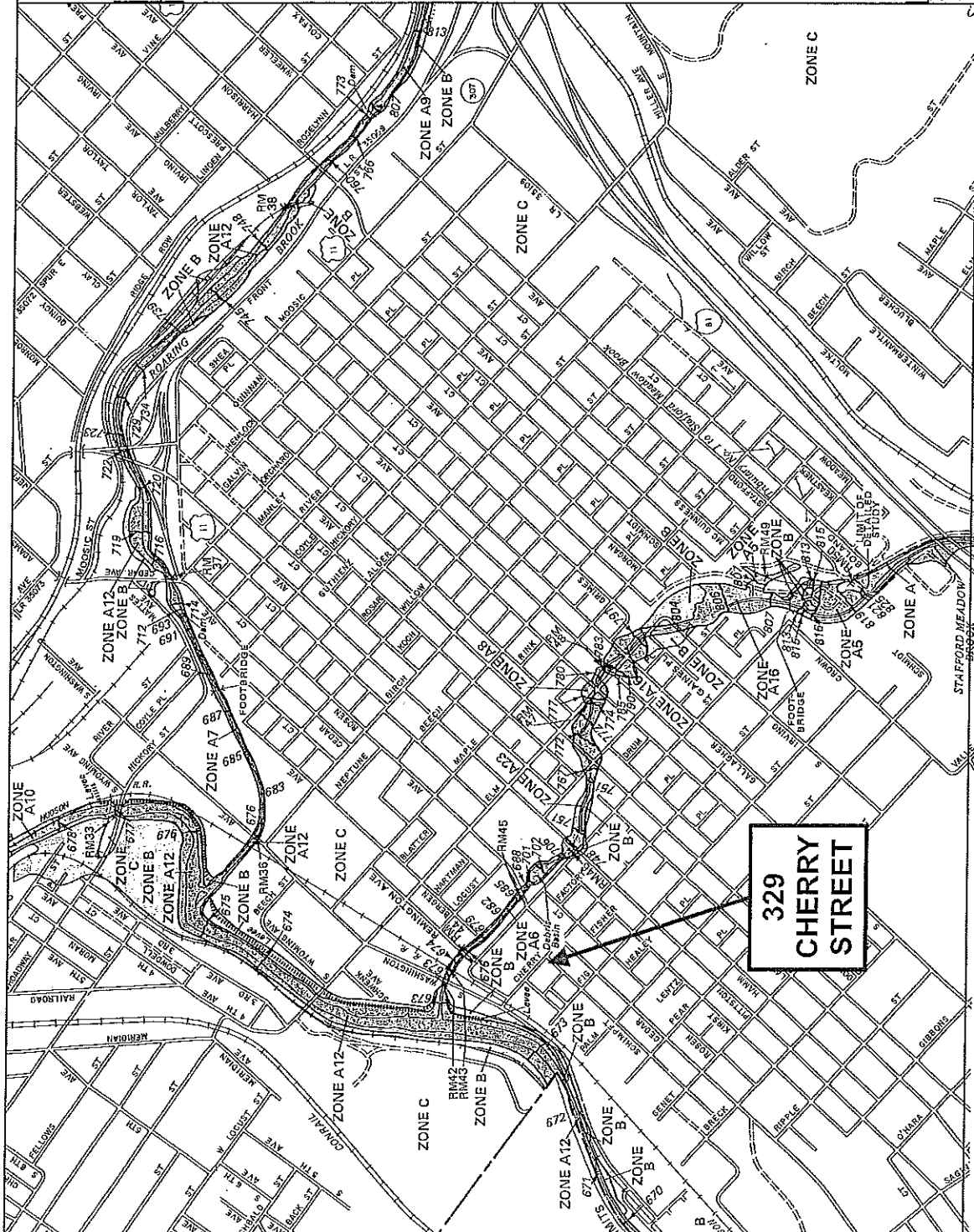
COMMUNITY-PANEL NUMBER  
420538 0015 B

EFFECTIVE DATE:  
AUGUST 15, 1980

U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT  
FEDERAL INSURANCE ADMINISTRATION



This is an official copy of a portion of the above referenced flood map. It was extracted using Flood On-Line. This map does not reflect changes made after the date of the original map. For the latest product information, visit the FEMA website at [www.fema.gov](http://www.fema.gov). Program flood maps check the FEMA Flood Map Store at [www.fema.gov](http://www.fema.gov).





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 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 (s)*  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl