

AGENDA
REGULAR MEETING OF COUNCIL
February 12, 2018
6:00 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 MINUTES OF THE REGULAR MEETING OF THE LACKAWANNA COUNTY LAND BANK HELD JANUARY 12, 2018.

[Lacka County Land Bank Meeting 01-12-18.pdf](#)
 - 3.B CHECK RECEIVED FEBRUARY 5, 2018 FROM COMCAST IN THE AMOUNT OF \$264,016.54 FOR QUARTERLY FRANCHISE FEE PAYMENT.

[Comcast check for Quarterly Franchise Fee Pmt 02-05-18.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 – ESTABLISHING PERMIT PARKING ON THE EASTERLY (EVEN) SIDE ONLY OF THE 300 BLOCK OF TAYLOR AVENUE FROM 316 TO 330 TAYLOR AVENUE (316-322, 324-326 AND 328-330).

[Ordinance-2018 Permit Parking 300 block Taylor Avenue.pdf](#)

- 5.C FOR INTRODUCTION – AN ORDINANCE – AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED “AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT ‘A WASTE DISPOSAL AND COLLECTION FEE’ FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE”, BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2018 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

[Ordinance-2018 Waste Disposal Fee for 2018.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN ASSUMPTION AGREEMENT WITH CARL VON LUGER, LLC, WHEREIN CARL VON LUGER, LLC WILL ASSUME THE LOAN AMOUNT OF \$40,000.00 TERRA PRETA, LLC RECEIVED FROM THE CITY OF SCRANTON THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, PROJECT NO. 150.34.

[Resolution-2018 Loan Assumption Agreement Carl Von Luger.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A LICENSE AGREEMENT BETWEEN THE COUNTY OF LACKAWANNA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA (“COUNTY”) AND THE CITY OF SCRANTON, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA (“CITY”) TO PERMIT THE COUNTY TO USE UTILITY POLES OWNED BY THE CITY FOR THE PURPOSE OF HANGING FIBER OPTIC COMMUNICATION LINES FOR THE NEW LACKAWANNA COUNTY GOVERNMENT CENTER.

[Resolution-2018 Fiber Optic Communication Lines for Lacka County.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM

THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO. 150.42 IN AN AMOUNT NOT TO EXCEED \$250,000.00 TO DELTA MEDIX, P.C. TO ASSIST AN ELIGIBLE PROJECT.

[Resolution-2018 Loan to Grant for Delta Medix.pdf](#)

- 5.G FOR INTRODUCTION - A RESOLUTION - RATIFYING AND APPROVING THE SUBMISSION OF THE GRANT APPLICATION BY THE GRANT MANAGER OF THE CITY OF SCRANTON, LACKAWANNA COUNTY, FOR A PENNSYLVANIA DEPARTMENT OF TRANSPORTATION GREEN LIGHT GO PROGRAM (ROUND 3) GRANT TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT AND DISBURSE THE GRANT FUNDS IN THE AMOUNT OF \$135,200.00 TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE.

[Resolution-2018 Green Light Go Grant for Traffic Signal at Green Ridge St & Wyoming Ave.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - FILE OF THE COUNCIL NO. 2, 2018 - AMENDING FILE OF THE COUNCIL NO. 58, 2016, (AS AMENDED) ENTITLED "ESTABLISHING A REGISTRATION PROGRAM FOR RESIDENTIAL RENTAL PROPERTIES; REQUIRING ALL OWNERS OF RESIDENTIAL RENTAL PROPERTIES TO DESIGNATE A PROPERTY MANAGER FOR SERVICE OF PROCESS AND PRESCRIBING DUTIES OF OWNERS, PROPERTY MANAGERS AND OCCUPANTS" BY AMENDING SECTION 3. DEFINITIONS, TENANT, TO ADD A DEFINITION UNDER THE LETTER (H).

[Ordinance-2018 Amending Rental Registration Ordinance.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 10, 2018 (AS AMENDED) - A RESOLUTION IN SUPPORT OF A CITIZENS COMMISSION FOR LEGISLATIVE AND CONGRESSIONAL REDISTRICTING.

[Res 10-2018 Citizens Commission for Redistricting.pdf](#)

8. ADJOURNMENT

**LACKAWANNA COUNTY LAND BANK
REGULAR MEETING MINUTES
January 12, 2018**

The regular meeting of the Lackawanna County Land Bank was held on January 12, 2018 in the Commissioners' Conference Room, 200 Adams Avenue. Sixth Floor, Scranton, Pennsylvania.

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

ROLL CALL

Roll Call was taken by George Kelly (member)
Commissioner O'Malley (Chairman) - Present
Henry Deecke – Excused Absence
Linda Aebli – Present
Marion Gatto – Present
Terrence McDonnell – Present
Steve Pitoniak – Present

Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel, Ralph Pappas, Business Analyst and Margaret Piccotti, Assistant to George Kelly.

Election of Officers for the Year 2018

A motion by Marion Gatto and seconded by Linda Aebli was made for the officers of the Land Bank Board to remain the same as 2017 as follows:

Commissioner Patrick O'Malley -Chairman
Terrence McDonnell – Vice Chairman
Linda Aebli – Treasurer
Marion Gatto – Secretary

All in Favor

PUBLIC COMMENT ON AGENDA ITEMS ONLY

There were no comments made.

RECEIVED
FEB - 5 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

MINUTES

A motion was made by Mr. Terrance McDonnell and seconded by Ms. Linda Aebli to approve the minutes of the December 8, 2017 regular meeting as prepared and presented.

All in Favor

PRESENTATION of VOUCHERS for EXAMINATION and APPROVAL

A motion was made by Ms. Marion Gatto and seconded by Ms. Linda Aebli to approve voucher expenditures of December 8, 2017 through January 12, 2018, as presented. Ms. Aebli requested that moving forward checks should have a pin number or address on them so she knows what property it is.

All in Favor

DISCUSSION ITEMS

a) 2017 Audit Proposal:

Joseph Alu will be completing the audit for 2017. He will be charging the same rate as last year (2016) - \$1700. It was agreed by all that it was a fair rate.

b) Directors and Officers Liability Insurance Renewal

Ralph Pappas stated that Rick Jones is getting a price on the insurance renewal and it will be completed before February 1, 2018.

c.) Land Bank Website

The Land Bank received 2 proposals. George Kelly and Ralph Pappas will be meeting with the website design companies before the next meeting and will have all the information for the February 9th meeting.

d.) North Abington Township Intergovernmental Cooperation Agreement

George Kelly met with representatives from North Abington Township to discuss joining the Land Bank. He suggested doing a work caucus with the representatives to discuss the Land Bank and the positive effects it has on the community. George also suggested a letter be drafted and sent to neighboring school boards and every municipality with information on joining the Land Bank.

e.) Property Purchase/Sealed Bid vs. Best and Final Offer

It is recommended the process be streamlined as to not take as long for acquisition. It was recommended that when an interested party comes to Land Bank and wants to purchase a property, whether from the Repository or the Land Bank, a streamlined process be put in place. A discussion ensued to follow the procedure in a similar fashion to the Claim Bureau. Attorney Colbassani's concern is that it is in compliance with Land Bank policy. It was recommended a policy and procedure guide be put together for the next meeting.

ADVISORY COMMITTEE UPDATE:

Additional Properties to be acquired from the Repository of Unsold Properties:

There is interest in a property located at 1137/1139 Capouse Avenue. It was recommended by the advisory committee to acquire the property from the repository of unsold properties. These properties are currently separately deeded to the same individual. Both properties will be acquired.

Property Purchase Applications:

The Land Bank has received 1 application for the parcel at 601 Prospect Avenue. The application was received on December 1, 2017 from Kevin Mitchell. Mr. Mitchell would like to rehab the property for lease. It was recommended this application be tabled until more information was gathered on the property. The Land Bank Advisory Committee indicated that there were several issues regarding the property with the neighboring property.

Property Donation Applications:

The Land Bank is in receipt of an application from Karen and Thomas Nagle. Mr. and Mrs. Nagle would like to donate the following property located at 368 North Hyde Park Avenue in Scranton. Mr. and Mrs. Nagle purchased this property from the Tax Claim office with the intention of rehabilitating the property. However, they were unaware of the potential cost for the required improvements. The advisory committee recommended that we do not accept the donation because of the amount of work required on the property.

ACTION ITEM

Resolution NO. 18-001, Approving Professional Services Contract for Audit Services to Joeseeph Alu CPA at cost of \$1700.00

Motion by Marion Gatto

Seconded by Linda Aebli

All in favor

Property Disposition

TABLED

Resolution NO. 18-002, Approving the Conveyance of Certain Land Bank Owned Properties under the Land Bank Property Purchase Program

Motion by Marion Gatto

Seconded by Linda Aebli

All in favor

Property Acquisition

Resolution NO. 18-003, Approving the Acquisition of additional properties from the Lackawanna County's Tax Claim Repository List of Unsold Property

Motion by Henry Deecke

Seconded by Terrance McDonnell

All in Favor

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Attorney Paul Kelly introduced himself as the newly appointed solicitor for the Scranton Redevelopment Authority (SRA). He would like to know if the Land Bank would like to work together with the SRA. He asked if the Land Bank acquired a property from the SRA and the Land Bank sold that property for a profit, would the SRA receive a percentage of the profit from the sale of the property. George Kelly suggested a discussion take place to arrive at a beneficial agreement for both parties. A discussion continued regarding the Land Bank and SRA joining forces. It was agreed working together would be beneficial to both the Land Bank and SRA.

ADJOURNMENT

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

Marion Gatto, Secretary

Prepared by Margaret Piccotti



DEPARTMENT OF BUSINESS ADMINISTRATION

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

MEMORANDUM

RECEIVED
FEB - 6 2018

DATE: February 6, 2018
TO: Wayne Beck, City Treasurer
FROM: Nancy Krake, Staff Accountant
RE: Check for Deposit

OFFICE OF CITY
COUNCIL/CITY CLERK

Enclosed kindly find the following check received from Comcast, representing the CATV franchise fee due the City of Scranton for Invoice/Statement # 451851 Oct – Dec, 2017.

Comcast	Ck. # 520635024	\$264,016.54
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This check is to be deposited into Account #01.380.38010 (CATV Revenue).

cc: Roseann Novembrino, City Controller
Scranton City Council ✓
Christe Casciano, Business Administrator
Rebecca McMullen, Finance Manager
File



COMCAST FINANCIAL AGENCY CORPORATION
A Comcast Cable Communications Group Company
1701 JFK Boulevard
Philadelphia, PA 19103-2838

9481362

PAGE: 1 of 1

DATE: February 1, 2018
CHECK NUMBER: 520635024
AMOUNT PAID: \$264,016.54



01787 CKS ZA 18032 - 0520635024 NNNNNNNNNN 0325100004004 X193A1 C
SCRANTON CITY OF PA
ATTN CITY CLERK
340 N WASHINGTON AVE
SCRANTON PA 18503



032510002304701787060100000000

VENDOR NUMBER: 267205

VENDOR: SCRANTON CITY OF PA

INVOICE NO.	INVOICE DATE	ACCOUNT NUMBER	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
451851	12/31/17		303121-Scranton PA	\$0.00	\$264,016.54
			TOTALS	\$0.00	\$264,016.54

RECEIVED

FEB - 5 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

PLEASE DETACH BEFORE DEPOSITING CHECK



COMCAST FINANCIAL AGENCY CORPORATION
A Comcast Cable Communications Group Company
1701 JFK Boulevard
Philadelphia, PA 19103-2838

CHECK
NUMBER 520635024

56-1544
441

February 1, 2018

*** VOID AFTER 180 DAYS ***

PAY
TO THE
ORDER OF: SCRANTON CITY OF PA
ATTN CITY CLERK
340 N WASHINGTON AVE
SCRANTON, PA 18503

CHECK AMOUNT

\$264,016.54

EXACTLY *****264,016 DOLLARS AND 54 CENTS



Security features
Included.
Details on back.

JPMorgan Chase Bank, N.A.
Columbus, OH

Authorized Signature

10

520635024 0441154431

6755283431

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

ESTABLISHING PERMIT PARKING ON THE EASTERLY (EVEN) SIDE ONLY OF THE 300 BLOCK OF TAYLOR AVENUE FROM 316 TO 330 TAYLOR AVENUE (316-322, 324-326 AND 328-330).

WHEREAS, the City of Scranton has developed a permit parking program whereby a citizen or group of citizens may request that a given right of way be designated permit parking; and

WHEREAS, residents of the 300 Block of Taylor Avenue have petitioned City Council for permit parking for the Easterly (even) side only of the 300 Block of Taylor Avenue a copy of the petition is attached hereto as Exhibit "A" and incorporated herein and made a part hereof; and

WHEREAS, the petition was sent to the Highway Division of the Scranton Police Department for review and evaluation; and

WHEREAS, the Highway Division has determined that the Easterly (even) side only of the 300 Block of Taylor Avenue from 316 to 330 Taylor Avenue (316-322, 324-326 and 328-330) meets the eligibility requirements for permit parking (see correspondence dated December 12, 2017 from Cpl. David J. Mitchell to Chief Carl R. Graziano of the Scranton Police Department confirming this designation attached hereto marked as Exhibit "B and made a part hereof); and

WHEREAS, the Ordinance establishing the permit parking program requires that streets or parts thereof to be designated as permit parking be designated by the Police Department (the "Administrator") and approved by the governing body after public hearing on the issue.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Easterly (even) side only of the 300 Block of Taylor Avenue from 316 to 330 Taylor Avenue (316-322, 324-326 and 328-330) are hereby designated as permit parking only subject to the rules and restrictions as set forth in the Scranton Code pertaining to the residential permit parking 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.

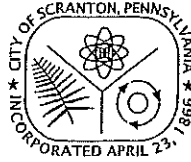
SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed
City Clerk

Amil Minora, Esq.
Counsel



Joseph Wechsler, President
Pat Rogan, Vice President
William Gaughan
Wayne Evans
Timothy Perry

November 2, 2017

Chief Carl Graziano
Scranton Police Department
100 South Washington Avenue
Scranton, PA 18503

Dear Chief Graziano:

Scranton City Council has received a petition for **Permit Parking** on the 300 block of Taylor Avenue – even side only. (A copy of the petition is attached).

We would appreciate if you could please have your department assess this situation and let our office know the findings and recommendations.

Sincerely,

Lori Reed
City Clerk

Enclosure

cc: Karan Desai
Scranton City Council

PERMIT PARKING PETITION

We, the undersigned residents and taxpayers, residing at

318 Taylor Ave Apt #3 in the City of Scranton, PA

respectfully petition your Honorable Body to designate

300 Block of Taylor Ave ^{on even side} as a "Permit Parking Only" area

Contact person circulating petition: Karan J. Desai

Phone #: 570-862-3151 ^(name) 318 Taylor Ave, Apt #3
_(address)

NAME	ADDRESS
<u>Karan J. Desai</u>	<u>318 Taylor Ave</u>
<u>Kishna J. Desai</u>	<u>318 Taylor Ave</u>
<u>Jayash M Desai</u>	<u>318 Taylor Ave.</u>
<u>Pargna S. Desai</u>	<u>316 Taylor Ave apt #4</u>
<u>Trupanshi Desai</u>	<u>316 Taylor Ave apt #4</u>
<u>Dhanya Desai</u>	<u>318 Taylor Ave Apt #11</u>
<u>Rakesh Desai</u>	<u>318 Taylor Ave apt #11</u>
<u>Trisha Desai</u>	<u>320 Taylor Ave apt #10</u>
<u>Manan Patel</u>	<u>318 Taylor Ave Apt #2</u>
<u>Tay Patel</u>	<u>318 Taylor Ave apt #2</u>
<u>Bharat Tamang</u>	<u>316 Taylor Ave apt #16</u>
<u>Surab Karki</u>	<u>318 Taylor Ave Apt #15</u>
<u>Vishant Patel</u>	<u>322 Taylor Ave Apt #1</u>
<u>Sunajit Patel</u>	<u>322 Taylor Ave Apt #5</u>
<u>Dinesh Desai</u>	<u>320 Taylor Ave Apt #10</u>
<u>Dharmistha Patel</u>	<u>320 Taylor Ave Apt #14</u>

REMARKS:

PERMIT PARKING PETITION

We, the undersigned residents and taxpayers, residing at

318 Taylor Ave Apt #3 in the City of Scranton, PA

respectfully petition your Honorable Body to designate

300 Block on Taylor Ave on Even Side as a "Permit Parking Only" area

Contact person circulating petition: Karan J. Desai

Phone #: 570-862-3151 318 Taylor Ave Apt #3
(name) (address)

NAME

ADDRESS

<u>Milesh A Patel</u>	<u>322 Taylor ave apt #9</u>
<u>Sonali J. Desai</u>	<u>318 Taylor AVE APT-3</u>
<u>SRIVOG GANDHI</u>	<u>320 Taylor Ave APT#6</u>
<u>KARMENDRA GANDHI</u>	<u>320 Taylor Ave APT#6</u>
<u>Dilip Patel</u>	<u>316 Taylor Ave, Apt #8</u>
<u>Zafar Patel</u>	<u>316 Taylor Ave, Apt #8</u>
<u>Milesh Shah</u>	<u>316 Taylor ave, apt #12</u>
<u>Parth Shah</u>	<u>316 Taylor ave, apt #12</u>
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____

REMARKS:

Scranton Police Department
Highway Corporal David J. Mitchell
Patrol Division

Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8415
Fax: (570) 207-0417
Email: dmitchell@scrantonpa.gov



**Be Part of
The Solution**

SCRANTON

Dec 12, 2017

Chief Carl Graziano,

I received your request for a study regarding the petition for permit parking in the 300 Blk of Taylor Ave (even side only). I have made the following observations conducting a survey of the area:

- 1) 300 blk of Taylor Ave is between Mulberry St and Linden St. Approximately 1 block east of the University of Scranton campus.
- 2) The even side is made up of multi-unit apartment buildings and property owned by the University of Scranton.
- 3) There are more than 70% of available parking spots being used during the statutorily set hours of 7 am to 830pm.
- 4) A limited need for permit parking under the following parameters should be approved. Permit parking on even side (eastern side) of the street from 316-330 Taylor Ave (316-322, 324-326 and 328-330).
- 5) Permitting, permit parking outside these parameters will push the parking further into the neighborhoods causing a greater need for permit parking.

Yours in Service,

Cpl. David J. Mitchell

Cc Lt. Glenn Thomas

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

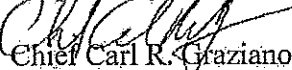
December 18, 2017

Jessica Eskra, Esquire
City Solicitor
City of Scranton

Attorney Eskra,

Our Department had been asked by City Council to evaluate the need for residential permit parking in the 300 block of Taylor Avenue. As per city ordinance, we conducted an evaluation to determine if this block meets the requirements for permit parking. Our evaluation determined that residential permit parking should only be approved for the easterly side of the 300 block of Taylor Avenue specifically between 316-330 Taylor Avenue. Can you please have legislation drafted and sent to City Council for consideration? Please contact me with any questions and/or concerns and thank you.

Respectfully Submitted,


Chief Carl R. Graziano



DEPARTMENT OF LAW

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

February 2, 2018

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE ESTABLISHING PERMIT PARKING ON
THE EASTERLY (EVEN) SIDE ONLY OF THE 300 BLOCK OF TAYLOR AVENUE
FROM 316 TO 330 TAYLOR AVENUE (316-322, 324-326 AND 328-330).

Respectfully,

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

JLE/sl

RECEIVED
FEB - 5 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT 'A WASTE DISPOSAL AND COLLECTION FEE' FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2018 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

WHEREAS, File of the Council No. 27, 2016 as Amended amended File of the Council No. 5, 2016 to impose interest at the rate of ten percent (10%) per annum on the Waste Disposal and Collection Fee and to insert under Section 3. Fees a sub-part 5. File of the Council No. 27, 2016 as Amended shall remain in full force and effect.

SECTION 1. Be it ordained by the Council of the City of Scranton that Section 3 of File of the Council No. 17, 1994 (as amended) shall be amended to read as follows:

"SECTION 3. FEES.

The fees for the payment of waste disposal collection costs shall be as follows:

- (A) The property owner is responsible for the payment of waste disposal and collection fee for each equivalent dwelling unit (EDU) he/she owns. The fee set herein provided may be paid by the owner, tenant, lessee, or occupant of a particular dwelling unit, but shall be the ultimate responsibility of the property owner.
- (B) The annual fee for the payment of the Waste Disposal Collection Costs shall be \$300.00.
- (C) All fees fixed by this subsection shall be payable semi-annually.
 - 1. Fees paid on a semi-annually basis shall be due each year on May 1st and September 1st in the amount of ONE HUNDRED FIFTY (\$150.00) DOLLARS PER PAYMENT.
 - 2. The fees shall be considered delinquent if not paid within thirty (30) days from due date. A delinquent charge of Twelve (12%) percent will be added to each unpaid balance.
 - 3. All fees shall be deposited in a Special City Interest-Bearing Account to be established by the Business Administrator. This Account will be used to reimburse the General City Operating Fund for costs incurred directly for the disposal of refuse.
 - 4. All fees and associated penalties that remain unpaid as of January 1, 2017 shall constitute a lien against the property and will accrue interest at the rate of ten percent (10%) per annum.

5. If the annual waste disposal fee, that is \$300.00, is paid in full by May 1st of the year in which the fee is due, the payor may take a ten percent (10%) discount from the annual fee.
- (D) The Director of the Department of Public Works may discontinue all refuse collection service to any delinquent account. If service is stopped, service will be resumed only on payment of all accumulated fees during the delinquent period as well as all interest and penalties assessed against the account.
- (E) Any persons whose refuse is not being collected by the City under terms of this Ordinance shall furnish the Director of the Department of Public Works with a statement of the method and means of disposal of their garbage/ashes and furnish a statement of the reasons for which said person is not having his/her garbage/ashes disposed of by the City under the terms of this Ordinance.

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 interests of the promotion of the purposes and intent of this Ordinance and the effective administration thereof.

SECTION 3. In all other respects, File of the Council No. 11, 1993 shall remain in full force and effect.

SECTION 4. This Ordinance shall be retroactive to January 1, 2018.

SECTION 5. This Ordinance is enacted by the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF LAW

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

February 5, 2018

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT 'A WASTE DISPOSAL AND COLLECTION FEE' FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2018 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

Respectfully,

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

JLE/sl

RECEIVED

FEB - 5 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN ASSUMPTION AGREEMENT WITH CARL VON LUGER, LLC, WHEREIN CARL VON LUGER, LLC WILL ASSUME THE LOAN AMOUNT OF \$40,000.00 TERRA PRETA LLC RECEIVED FROM THE CITY OF SCRANTON THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, PROJECT NO. 150.34 .

WHEREAS, on December 4, 2014, the City of Scranton Office of Economic and Community Development submitted a Resolution to Scranton City Council for Community Development Block Grant Program (CDBG) funds from Project No. 150.34 in the amount of \$40,000.00 to assist Terra Preta, LLC with acquisition of equipment, inventory and working capital to assist with the revitalization of a Property located at 222 Wyoming Avenue Scranton, Pennsylvania for the opening and operation of a restaurant within the City of Scranton for the purpose of job creation for low and moderate income persons. Said Resolution was passed by City Council on December 11, 2014 (Resolution 109, 2014); and

WHEREAS, Terra Preta restaurant located at 222 Wyoming Avenue, Scranton, Pennsylvania has now closed; and

WHEREAS, Carl Von Luger, LLC and Terra Preta, LLC are owned and operated by the same principal and sole member, Robert A. Dickert; and

WHEREAS, Carl Von Luger, LLC wishes to assume Terra Preta, LLC loan in the amount of \$40,000.00 with the City, in order to open and operate a new restaurant doing business as Terra Preta Prime located at 301 North Washington Avenue Scranton, Pennsylvania.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan Assumption Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, with Carl Von Luger, LLC to assume Terra Preta, LLC loan in the amount of \$40,000.00.

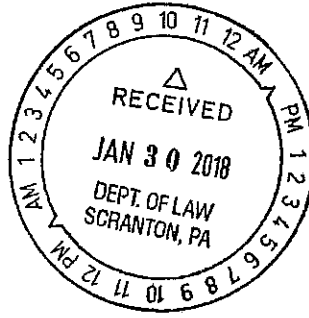
SECTION 1. This Resolution is conditioned upon full execution of the attached Loan Agreement.

SECTION 2. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect

any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

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

SECTION 4. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of 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.



January 29, 2018

Jessica Eskar, Esquire
City Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: Terra Preat Loan Assumption
OECD / \$40,000.00
Project # 150.34

Dear Atty. Eskar:

Attached please find the "Draft" Resolution along with copies of the loan agreement to provide a loan assumption by (Carl Von Luger, LLC dba Terra Preta Prime) in the amount of \$40,000.00.

This office would appreciate your review of this Resolution in order for this to pass Council. If you have any questions regarding this project, please contact Tom Preambo at Tpreambo@scrantonpa.gov or 570/348-4216.

Sincerely,

Linda B. Aebli
Executive Director

lba/tp

cc: Mr. Tom Preambo, Deputy Director, OECD
Atty. Sean Gallagher, Solicitor, OECD
Robert Dickert, Owner-Carl Von Luger, LLC dba Terra Preta Prime

LOAN ASSUMPTION AGREEMENT
BETWEEN THE CITY OF SCRANTON
AND
CARL VON LUGER, LLC
D/B/A TERRA PRETA PIME

This Loan Assumption Agreement is entered into as of this _____ day of _____ 2018, by and between THE CITY OF SCRANTON (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 North Washington Avenue, Scranton, Pennsylvania 18503, and CARL VON LUGER, LLC d/b/a TERRA PRETA PRIME, a Pennsylvania Limited Liability Company with a place of business located at 301 North Washington Avenue, Scranton Pennsylvania 18503 (herein after referred to as "Borrower").

WITNESSETH

WHEREAS, on June 30, 2010, the CITY entered into a Loan Agreement under the Community Development Block Grant Recovery Program with CARL VON LUGER LLC providing Fifty- Seven Thousand Dollars (\$57,000.00) for acquisition of equipment, inventory and working capital to assist with the revitalization of Property located at 301 North Washington Avenue Scranton, Pennsylvania for the opening and operation of a restaurant, Carl Von Lugers (said agreement is attached hereto as Exhibit A and incorporated herein); and

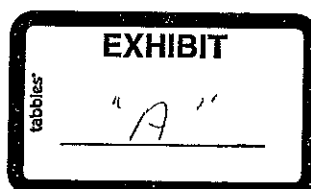
WHEREAS, on December 18, 2014, the CITY entered into a Loan Agreement under the Community Development Block Grant Recovery Program with TERRA PRETA, LLC providing Forty Thousand Dollars (\$40,000.00) for acquisition of equipment, inventory and working capital to assist with the revitalization of Property located at 222 Wyoming Avenue Scranton, Pennsylvania for the opening and operation of a restaurant, Terra Preta (said agreement is attached hereto as Exhibit B and incorporated herein); and

WHEREAS, CARL VON LUGER, LLC and TERRA PRETA, LLC are owned and operated by the same principal and sole member, Robert A. Dickert; and

WHEREAS, Terra Preta Restaurant, 222 Wyoming Avenue Scranton, Pennsylvania has closed; and

WHEREAS, Carl Von Lugers Restaurant, 301 North Washington Avenue, Scranton, Pennsylvania has closed; and

WHEREAS, CARL VON LUGER, LLC wishes to assume Terra Preta, LLC December 18, 2014 Loan Agreement with the CITY, in order to open and operate a new restaurant doing business as Terra Preta Prime located at 301 North Washington Avenue Scranton, Pennsylvania.



NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

TERMS OF LOAN ASSUMPTION AGREEMENT

1. CARL VON LUGER, LLC will assume Terra Preta, LLC December 18, 2014 Loan Agreement the CITY.
2. CARL VON LUGER, LLC agrees continue to make monthly payments in the amount of Six Hundred and Four Dollars and Fifty-Seven Cents (\$604.57) to CITY pursuant to the June 30, 2010 Loan Agreement.
3. CARL VON LUGER LLC interest rate in the June 30, 2010 Loan Agreement with the CITY will remain fixed at five percent (5%) per annum.
4. As a result, of this Loan Assumption Agreement, CARL VON LUGER, LLC now agrees to continue to make Terra Preta, LLC monthly payments in in the amount of Three Hundred Seventy-Seven Dollars and Eight Cents (\$377.08) to the CITY.
5. CARL VON LUGER, LLC interest rate on the Loan Assumption from Terra Preta, LLC shall remain fixed at two and one half percent (2.5 %) per annum.
6. CARL VON LUGER, LLC d/b/a Terra Preta Prime, total monthly payments due to the CITY will now be Nine Hundred Eight One Dollars and Sixty Five Cents (\$981.65).
7. All other terms and conditions of the June 30, 2010 Loan Agreement with Car Von Luger, LLC and the December 14, 2014 Loan Agreement with Terra Preta, LLC will remain in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have duly caused this Loan Assumption Agreement to be duly signed in their respective names this day and year first above written.

COUNTERSIGNED

CITY OF SCRANTON

BY: _____
Controller
City of Scranton

BY: _____
MAYOR

BY: _____
Executive Director
Office of Economic and
Community Development

BY: _____
CITY CLERK

APPROVED AS TO FORM:

BY: _____
CITY SOLICITOR

BORROWER:

Attest:

CARL VON LUGER, LLC
d/b/a Terra Preta Prime

BY: _____
ROBERT A. DICKERT, SOLE MEMBER
CARL VON LUGER, LLC and TERRA
PRETA, LLC



DEPARTMENT OF LAW

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

February 2, 2018

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 FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN ASSUMPTION AGREEMENT WITH CARL VON LUGER, LLC, WHEREIN CARL VON LUGER, LLC WILL ASSUME THE LOAN AMOUNT OF \$40,000.00 TERRA PRETA LLC RECEIVED FROM THE CITY OF SCRANTON THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, PROJECT NO. 150.34 .

Respectfully,

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

JLE/sl

RECEIVED

FEB - 5 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A LICENSE AGREEMENT BETWEEN THE COUNTY OF LACKAWANNA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA ("COUNTY") AND THE CITY OF SCRANTON, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA ("CITY") TO PERMIT THE COUNTY TO USE UTILITY POLES OWNED BY THE CITY FOR THE PURPOSE OF HANGING FIBER OPTIC COMMUNICATION LINES FOR THE NEW LACKAWANNA COUNTY GOVERNMENT CENTER .

WHEREAS, the County has purchased and is in the process of renovating the former Globe Department Store building located at 123 Wyoming Avenue, Scranton, Pennsylvania into the Lackawanna County Government Center to house various county government offices; and

WHEREAS, the County needs to run fiber optic communication lines between its various office buildings located in downtown Scranton, including, but not limited to, the new Lackawanna County Government Center, the Brixx Building on N. Washington Avenue, and the Jefferson Building on Jefferson Avenue; and

WHEREAS, the City of Scranton owns and maintains a series of utility poles which run down Spruce Street and Wyoming Avenue in the City, which poles the County proposed to use to hang the required fiber optic communication lines; and

WHEREAS, three (3) of the utility poles the County is proposing to use are deficient and/or in need of replacement, which the county is willing to replace at no cost to the City in exchange for this License Agreement; and

WHEREAS, the County and City agree that it is in the best interest of the residents of Lackawanna County and City to memorialize this License Agreement by and between the parties hereto, providing for the County's use of the City's utility poles for the purpose of hanging the requisite fiber optic communication lines for the new Lackawanna County government Center in exchange for the County's replacement of the deficient utility poles per the terms and conditions outlined in the License Agreement attached hereto marked as Exhibit "A" and incorporated herein by reference hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into the License Agreement between the County of Lackawanna and the City of Scranton to permit the County to use utility poles owned by the City to hang fiber optic communication lines for the new Lackawanna County Government Center.

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

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

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

License Agreement

This Agreement made as of the _____ day of _____ 2018, between

THE COUNTY OF LACKAWANNA, a political subdivision of the Commonwealth of Pennsylvania, with offices at 200 Adams Avenue, Scranton PA 18503 (the "County")

and

THE CITY OF SCRANTON, a political subdivision of the Commonwealth of Pennsylvania, with offices at 340 North Washington Avenue, Scranton PA 18503 (the "The City")

WITNESSETH:

WHEREAS, The County of Lackawanna has purchased and is in the process of renovating the former Globe Department Store building located at 123 Wyoming Avenue, Scranton Pennsylvania into the Lackawanna County Government Center, to house the various county government offices; and

WHEREAS, The County needs to run fiber optic communication lines between it's various office buildings located in the downtown Scranton, including, but not limited to, the new Lackawanna County Government Center, the Brixx Building on N. Washington Avenue; and the Jefferson Building on Jefferson Avenue; and

WHEREAS, The City of Scranton owns and maintains a series of utility poles which run down Spruce Street and Wyoming Avenues in the City, which poles the County proposes to use to hang the requisite fiber optic communication lines; and

WHEREAS, three (3) of the utility poles the County is proposing to use are deficient and/or in need of replacement, which the County is willing to replace at no cost to the City in exchange for this license agreement; and

WHEREAS, the County and City agree that it is in the best interest of the residents of Lackawanna County and the City of Scranton to memorialize this agreement by and between the parties hereto, providing for the Countys use of the City's utility poles for the purpose of hanging the requisite fiber optic communication lines for the new Lackawanna County Government Center in exchange for the Countys replacemnt of the deficient utility poles.

NOW THEREFORE, The parties, in consideration of the sum of One (\$1.00) Dollar, together with other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in consideration of the mutual covenants and undertakings contained in this Agreement and intending to be legally bound, agree as follows:

1. **Incorporation by Reference.** The foregoing recitals and all terms defined in said recitals are incorporated by reference in and made a part of this Agreement.

2. **License.** The City grants to Lackawanna County a license on the terms and conditions set forth in this Agreement (the "**License**") to use the City's utility poles, identified in Exhibit "A" herein, to hang the County's fiber optic communication lines.

3. **Consideration.** The County shall, at its sole cost and expense, pay to replace the three (3) deficient utility poles owned by the City, as further identified in Exhibit "B" attached hereto.

4. **Use of Utility Poles.** The County accepts the City's utility poles in their present **AS IS** condition, with the exception of the three (3) poles the County is to replace. The County agrees that its use of the utility poles shall be solely to hang the requisite fiber optic communication lines running between the various County government building.

5. **Indemnification.** The County agrees that they will indemnify, defend and hold harmless the City, and its partners, officers, employees, agents, lessees and authorized representatives, from and against any and all liability, suits, claims, liens, mechanics liens, losses, injuries, costs, expenses, losses and damages (actual, punitive, consequential, special and incidental), suffered or incurred by the City, whether arising out of an injury or occurrence to persons or to property, in connection with the use of the utility poles to hang the fiber optic communication lines and its operation, maintenance and repair thereof.

6. **Insurance.** During the period of replacement of the utility poles, the City of Scranton and their respective officers, employees, directors, boards, Commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability and Excess/Umbrella Liability Insurance policies of the County. An endorsement is required stating that the County's policies will be primary to any other coverage available to the City of Scranton and their respective officers, employees, directors, boards, commissions, and agents. Any insurance maintained by the City of Scranton will be excess and non-contributory. Furthermore, no act or omission of the City of Scranton and their respective officers, employees, directors, boards, commissions, and agents, shall invalidate the coverage. All insurance coverage must be kept in effect during the construction period. Loss of insurance coverages could result in the voiding/termination of this Agreement.

- **Worker's Compensation and Employers Liability.** Worker's Compensation Insurance as required by statute. The County is self-insured for workers' compensation as approved by the Commonwealth of PA, Dept of Labor & Industry, Bureau of Workers Compensation, Self-Insurance Division.

- Commercial General Liability. Commercial General Liability Insurance is required with limits of not less than \$1,000,000.00 Each Occurrence; \$2,000,000.00 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate and \$1,000,000.00 Personal/Advertising Injury. The policy shall also cover liability arising from Blanket Contractual, Broad Form Property Damage, liability assumed under an insured contract (including tort liability of another assumed in a business contract), and Personal Injury (including coverage for discrimination, defamation, harassment, malicious prosecution, slander, and mental anguish). Products and Completed Operations must be included. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. Such policy must contain a "Severability of Interests" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent, or on any other basis, that is available to the contractor or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the contractor has been included as an Additional Insured. The City of Scranton and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds.
- Automobile Liability. Business Automobile Liability covering all owned, non-owned, and hired autos in required with limits of not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. The City of Scranton and their respective officers, employees, directors, boards, commissions, and agents, shall be included as Additional Insureds.
- Excess/Umbrella Liability. The County shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$5,000,000.00 in Any One Claim or Occurrence. Coverage shall include, but not be limited to, coverage provided by any underlying insurance. Underlying insurance shall include all liability coverage required by this contract except Professional Liability/Errors or Omissions coverage as outlined below. The City of Scranton and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds.

7. Warranties. The County warrants that the fiber optic lines, and the utility poles being replaced, shall be done by qualified technicians, secured through a bid process as required by the Pennsylvania County Code, and that all work shall be done in a professional and workman like manner.

The City warrants that it shall maintain the utility poles during the period of this license in a usable and stable manner.

8. No Agency Relationship. Nothing in this Agreement shall be construed to create or imply the existence of any agency relationship between the parties.

9. **Term of License.** The right of the County to use the utility poles identified in Exhibit "A" attached hereto shall be continuing and shall commence February 1, 2018 and continue for a minimum period of ninety-nine (99) years. After the initial term, the license shall continue from year to year, unless terminated by either party with 180 days prior written notice to the other party.

10. **Notice.** All notices required to be given under the provisions of this Agreement shall be in writing and shall be effective upon personal delivery, upon the date of sending by Federal Express or other recognized over-night delivery service, or three (3) days after the date of mailing by United States Certified Mail, return receipt requested, with postage prepaid, addressed to the party to receive notice at the addresses stated in the introductory portion of this Agreement, or at such other address as any party shall from time to time direct by written notice given to the other party in like manner.

11. **Applicable Law.** This Agreement shall be construed according to and governed by the substantive laws of the Commonwealth of Pennsylvania, without regard to choice of law rules.

12. **Interpretation.** Any dispute as to the construction of this Agreement shall be determined neutrally without regard to authorship.

13. **Severability.** If any provision of this Agreement is declared invalid by judicial determination or by the express act of any legislative body with authority to affect this Agreement, only the provision declared invalid shall be deemed invalid, and all other provisions consistent or directly dependent thereon shall remain in full force and effect.

14. **Amendments.** No amendment, modification or release from or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties, and any such amendment, modification, release or waiver shall be effective only in the specific instance and for the specific purpose for which given.

15. **Assignment.** The rights of the parties under this Agreement shall not be assigned or otherwise transferred without the prior written authorization from the other party hereto.

16. **Execution using Multiple Signature Pages.** This Agreement may be executed by using multiple signature pages.

17. **Binding Effect.** This Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties, subject to the restriction on assignment set forth above.

In Witness whereof, the parties have caused this Agreement to be executed by their proper partners and officers the day and year first above written, intending to be legally bound.

LACKAWANNA COUNTY

Patrick M. O'Malley,
Chairman Brd. of Commissioners

Attested:

Andrew Wallace,
Chief of Staff

CITY OF SCRANTON

William Courtright, Mayor

Attested:

By:
Title:

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

Date: _____

BY: _____
William L. Courtright, Mayor

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

BY: _____
Jessica L. Eskra, Esq., City Solicitor

Date: _____



DEPARTMENT OF LAW

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

February 2, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A LICENSE AGREEMENT BETWEEN THE COUNTY OF LACKAWANNA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA ("COUNTY") AND THE CITY OF SCRANTON, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA ("CITY") TO PERMIT THE COUNTY TO USE UTILITY POLES OWNED BY THE CITY FOR THE PURPOSE OF HANGING FIBER OPTIC COMMUNICATION LINES FOR THE NEW LACKAWANNA COUNTY GOVERNMENT CENTER .

Respectfully,

Jessica Eskra
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

FEB - 5 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO. 150.42 IN AN AMOUNT NOT TO EXCEED \$250,000.00 TO DELTA MEDIX, P.C. TO ASSIST AN ELIGIBLE PROJECT.

WHEREAS, the City of Scranton Office of Economic and Community Development has available Program funds for Project No.150.42, from the City of Scranton's Business and Industry Loan/Grant Program, which funds were transferred into this program from the Community Development Block Grant (CDBG Program), to assist a business within the City of Scranton for the purpose of creating eight new full time jobs for low and moderate income persons; and

WHEREAS, the City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.42, from the City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$250,000.00 to be used for the purchase of equipment to assist in the operations of the Delta Medix, P.C. business to be located at 300 Lackawanna Avenue, Unit 200, Scranton, PA 18503, in order to expand its operations at said location.

WHEREAS, the Loan will convert to a Grant if Delta Medix, P.C., fulfills the job creation requirements contained in the Loan to Grant Agreement.

WHEREAS, this loan furthers the plan to revitalize Scranton.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan to Grant Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, and to disburse the loan funds from Project No. 150.42, City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$250,000.00 to Delta Medix, P.C., a Pennsylvania corporation with a principal place of business located at 225 Penn Avenue, Scranton, PA 18503.

SECTION 1. A disbursement of these funds is conditioned upon full execution of the attached Loan Agreement.

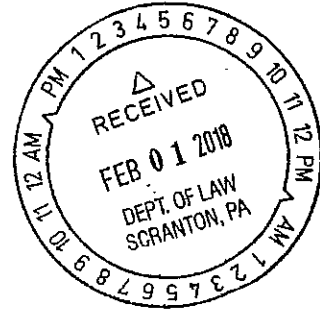
SECTION 2. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus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

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

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



Office of Economic and
Community Development



February 1, 2018

Jessica Eskar, Esquire
City Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: Delta Medix, P.C.
OECD / \$250,000.00
Project # 150.42

Dear Atty. Eskar:

Attached please find the "Draft" Resolution along with copies of the loan to grant documents to provide an Economic Development Loan to Grant to the (Delta Medix, P.C.) in the amount of \$250,000.00.

This office would appreciate your review of this Resolution in order for this to pass Council. If you have any questions regarding this project, please contact Tom Preambo at Tpreambo@scrantonpa.gov or 570/348-4216.

Sincerely,

A handwritten signature in cursive script that reads "Linda B. Aebli".

Linda B. Aebli
Executive Director

lba/tp

cc: Mr. Tom Preambo, Deputy Director, OECD
Atty. Sean Gallagher, Solicitor, OECD

**LOAN TO GRANT AGREEMENT
UNDER
THE BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM
OF THE CITY OF SCRANTON
BETWEEN THE CITY OF SCRANTON
AND
DELTA MEDIX, P.C.**

This Loan to Grant Agreement is entered into as of the ____ day of _____, 2018, by and between **The City of Scranton** (hereinafter referred to as the "**City**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 North Washington Avenue, Scranton, Pennsylvania 18503, and **Delta Medix, P.C.**, a Pennsylvania professional corporation organized and existing under Pennsylvania law, which has a place of business located at 225 Penn Avenue, Scranton, PA 18503 (hereinafter referred to as the "**Borrower**") Owners, Officers & Board of Directors, of Delta Medix, P.C, (hereinafter referred to as "Guarantors") (Borrower, City and Guarantors are sometimes referred to collectively herein as the "Parties").

WITNESSETH

WHEREAS, the Borrower seeks to expand services in the property located at 300 Lackawanna Avenue, Unit 200, Scranton, PA 18503 (the "Property") for professional uses (such Property also referred to herein as the "Project Site"); and

WHEREAS, the Borrower is seeking to borrow from the City \$250,000.00 (the "Loan") and to use the Loan for acquisition of equipment, to assist with providing medical services at the Property for professional uses of a Medical Practice at the Project Site; and

WHEREAS, the Borrower requests financial assistance in order to expand a viable business within the City; and

WHEREAS, the Project will result in the creation of new job(s) at the Project Site; and

WHEREAS, the Borrower has made application to the City (the "Application") for a loan/grant under the program known as the Business and Industry Loan/Grant Program in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00); and

WHEREAS, City herein agrees to provide financing under the Commercial Industrial Revolving Loan Program by making a loan to the

Borrower in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (hereinafter referred to as the "Loan" and/or "Grant"); and

WHEREAS, there are funds available from the (HUD) "CDBG" Entitlement Program to make such a loan; and

WHEREAS, the Parties wish to herein provide for terms and conditions of repayment of the City of Scranton's Business and Industry Loan/Grant Program Funds and designate the uses to which the Loan/Grant proceeds may be applied.

NOW, THEREFORE, the Parties hereto, intending to be legally bound, do hereby mutually agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS AND
ACKNOWLEDGMENT OF RECEIPT AND REGULATIONS.

The foregoing recitals and all attachments and exhibits, if any, attached to this Loan Agreement are incorporated by reference into and made a part of this Loan Agreement. The Borrower acknowledges knowledge of and understanding of all applicable regulations and laws concerning its borrowing of funds from the City of Scranton's Business and Industry Loan/Grant Program and agrees to comply with all such applicable regulations and laws, including, but not limited to, those contained in 24 CFR Part 570. The Borrower acknowledges receipt of a copy of the Community Development Block Grant ("CDBG") Entitlement Grant Regulations contained in 24 CFR Part 570, and agrees to comply with all said regulations applicable to Borrower, as set forth therein.

2. DESCRIPTION OF PROJECT.

The Loan proceeds will be used by the Borrower solely for the purchase of specialized medical service equipment for the operation of the Borrower's Medical Practice located at the Project Site. The Loan proceeds cannot be used for any other purpose without the prior legal approval and written consent of the City's Office of Community and Economic Development.

3. THE LOAN TO GRANT

a) Funds. The City shall make the Loan to the Borrower in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), with interest at the fixed rate of two and one half per cent (2.5%) per annum, which shall be advanced to Borrower as specified in this Loan Agreement. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full on or prior to One Hundred Twenty Six (126) months after the Closing Date. The

Loan shall not accrue interest during the first Six (6) months after the Closing Date.

b) City of Scranton's Business and Industry Loan/Grant Program. If Borrower fulfills all of its obligations contained in Section 4 hereof within Six (6) months of the Closing Date, then all the accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant and neither Borrower nor Guarantors shall have any further obligation to repay any funds to the City for the Loan.

c) Availability of Funds. The City has, by Notice of Award of Grant, and passage of Resolution No. (TBD) on the ?? day of ??, 2018 approved making the Loan to the Borrower. Attached as **Exhibit "B"** insert after approval

d) Terms for Repayment of the Funds. The Loan shall be evidenced by the Borrower's note (the "Note"), dated as of Closing, in the principal amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 4 (a)-(d) hereof then Six (6) Months after the Closing Date, the Loan shall become immediately due and payable upon demand by the City. In the event Borrower fails to satisfy the conditions in Section 4 (e) hereof with in Sixty (60) Months of the Closing Date, the Loan shall become immediately due and payable upon demand by the City. There shall be no penalty for prepayment of any accrued interest and the principal balance of the Loan.

e) Disbursement of Proceeds. The proceeds of the Loan shall be disbursed 10 to 15 days after Closing, solely to the Borrower.

4. HIRING COMMITMENTS.

(a) Creation of New Jobs: As an absolute condition of the Loan/Grant, Borrower agrees to create, within Six (6) months from the date of this Loan Agreement, at least Eight (8) new, full-time, permanent employment positions working at least 40 hours per week at the Project Site as a direct result of the Project financed by the Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement as Exhibit "A", the terms of which are incorporated herein by reference, as though more specifically set forth herein at length. Borrower agrees to ensure that at least fifty-one (51%) percent of the positions described in the Attachment "A" as Exhibit "A" will be held by or made available to low and moderate income persons as defined in 24 CFR 570.3.

Borrower agrees promptly to collect from its employees and prospective employees the reasonable and necessary data required by HUD for the City's

Office of Economic and Community Development to monitor and verify compliance with the job creation requirement. Borrower shall turn such data over to City's Office of Economic and Community Development in a timely manner.

(b) Hiring Verification Procedure.

Contemporaneously with the execution of this Agreement, Borrower will provide City with a certified statement which itemizes the names, positions and non-overtime hours actually worked by each of its direct employees during the pay period immediately proceeding the date of execution of this Agreement.

(c) Hiring Commitment Fulfillment.

City shall consider Borrower to have fulfilled the hiring commitment if the Borrower reports quarterly, beginning with the date of this Loan Agreement, to the City any new positions created within Six (6) months from the Closing Date and the Borrower has presented to City a sworn statement which itemizes the positions created.

(d) Penalties for Failure to Meet Hiring Commitments.

If, upon Six (6) months following the closing date, Borrower shall have failed to fulfill the job creation requirements described in this Section, City at its option may do any or all of the following:

(i) Declare the Borrower in default and demand a repayment of the principal amount of the Loan equal to the balance outstanding on the Loan within thirty (30) days from the date of demand;

(ii) Require Borrower to pay within thirty (30) days of demand to City any penalty or recapture levied upon City by HUD which is based upon Borrower's failure to fulfill the hiring commitments.

(e) Sustained Operations and Employment

Borrower, as a condition of this Loan to Grant must remain Open for Business and remain Operational for a period of Sixty (60) consecutive months after the Closing date. Open for Business and Operational shall mean Borrower shall be open for business at least 5 days per week, 8 hours per day, except time closed for vacation of one (1) week per calendar year or closure due to act of God, fire, or a taking by a Governmental authority.

5. DATE OF CLOSING. The closing of the Loan shall take place at the offices of counsel for the City, following the passage of Resolution No. ___ of _____ 2018 and the Mayor and other appropriate City Officials signing the Resolution (the 'Closing Date').

6. SECURITY. The Loan shall be secured, and repayment guaranteed, by the following:

- a) the Note;
- b) a Security Agreement, and
- c) the absolute, unconditional and irrevocable personal guarantees of the Loan by **Owners, Officers & Board Members**, ("Guaranty") in a form satisfactory to the City.

7. CONDITIONS. Funding of the Loan will be subject to the Borrower fulfilling the following conditions to the reasonable satisfaction of the City:

- a) Execution and delivery of the Loan Agreement, Note, Security Agreement and Personal Guarantees, as well as such additional documents as the CITY may reasonably require, (collectively, the "Loan Documents");
- b) The Borrower shall deliver to the CITY at Closing an opinion of its counsel, in form reasonably acceptable to the CITY as to good standing, authorization, the perfection of the CITY's lien in any real or personal property with respect to which the CITY is given a security interest or mortgage, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigation, and, except as previously disclosed herein, compliance with all existing material agreements and such other matters as the CITY may reasonably require; and
- c) Execution and delivery of the aforementioned personal guarantees of the Loan by **Owners, Officers & Board Members**.

The parties hereto acknowledge that funds cannot be disbursed until completion by the City of all requirements necessary for the City to make the Loan have been satisfied.

8. COVENANTS. The Borrower covenants and agrees with the City that so long as any portion of the Loan remains outstanding and unpaid the Borrower shall:

- a) pay promptly when due all installments due at the time and in the manner specified in the Note and pay all other sums of every nature and kind

comprising part of the Loan in the manner and at the times required by this Loan Agreement and the Note.

- b) keep, perform, and comply with all covenants, terms, and conditions of this Loan Agreement;
- c) as applicable, maintain all material franchises, licenses, permits and other authorizations required for the operation of its business located at the Project Site, and operate its business in compliance with the same and in accordance and in compliance with all statutes, ordinances and regulations applicable to such operation;
- d) maintain the Property at the Project Site in good order and condition, make, or cause to be made, all repairs, replacements and renewals necessary for the proper maintenance and operation of the same, and permit authorized representatives of the City to inspect the same at reasonable times in the presence of authorized representatives of the Borrower, and upon providing reasonable prior notice to the Borrower;
- e) maintain with respect to the Property, property insurance, and with respect to the Project Site, public liability insurance and flood insurance (if necessary), and such other types of insurance that the CITY may reasonably require, with insurance companies reasonably satisfactory to the CITY and in such amounts and against such risks as are customarily insured by similar entities, all to the reasonable satisfaction of the CITY; keep all insurance in full force and effect and pay all premiums therefore and deliver copies of certificates of insurance to the CITY with the interest of the CITY in all insured property covered under a standard mortgagee clause or a loss payable clause, as appropriate, the policies in all cases to provide for not less than Thirty(30)days prior written notice to the CITY of any intended cancellation;
- f) act prudently and in accordance with customary industry standards in managing and operating the Project;
- g.) pay property lease rental fee, and charges of every nature;
- h) furnish to the CITY, within a reasonable time, upon request, after the end of each of the Borrower's fiscal years, financial statements of the Borrower prepared at a minimum, on a compilation basis, by certified public accountants acceptable to the CITY, certified to be correct;
- i) furnish all additional information with respect to the Borrower that the CITY may from time to time reasonably request. Borrower hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the CITY copies of audit reports of the Borrower made by any of them;

j) promptly give written notice to the CITY of any material damage to the Property as well as written notice of the revocation or termination of any material franchise, license, permit or other authorization required for the operation of the Project or any other event, including litigation or other proceedings commenced or threatened, which might or could have a material adverse effect on the Borrower's financial condition or on the operation of the Borrower's business including any event which, after the passage of time or the giving of notice or both, would constitute an event of default under this Loan Agreement; and

k) perform in a timely manner all of its material covenants, obligations and agreements under each material contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to the Project; and

l) comply with all applicable provisions of any and all regulations, ordinances or laws governing this Loan Program;

m) not, without the prior legal approval and written consent of the City, (i) merge, consolidate or divide, whether or not the BORROWER is the surviving corporation or other entity, (ii) sell, transfer, assign, lease, mortgage, lien, pledge or otherwise convey or dispose of all or any material part of its assets, except in the ordinary course of business, (iii) effect a reorganization, recapitalization or reclassification of its capital stock, or equity securities, the effect of which is materially to reduce tangible net assets or shareholders' equity of the BORROWER, (iv) issue, redeem, purchase or retire any of its member interests, capital stock or equity securities or grant or issue any warrant, right or option pertaining thereto or other security convertible into any of the foregoing, except pro rata among existing security holders the effect of which is not materially to reduce tangible net assets or shareholders' equity, or (v) permit any change in Borrower's ownership interests or equity securities from that previously disclosed to the CITY in connection with the Loan;

n) not relocate its business from the Project Site without the express prior legal approval and written consent of the City's Office of Economic and Community Development. In no event whatsoever shall the Borrower relocate its business outside of the City of Scranton; and

o) not, without the prior legal approval and written consent of the City, (a) declare or pay any dividend (other than an amount equal to the owners' share of the Borrower's taxes that flow through to the said owners) or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or (b) give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any individual or company directly or indirectly controlling or affiliated with or controlled by the Borrower, or to any officer, director, or employee of the Borrower or in any such

company, or (c) make any distributions of assets of the business of the Borrower other than in the ordinary course of business.

9. REPRESENTATIONS AND WARRANTIES. To induce the City to provide the financing described in this Loan Agreement, Borrower hereby represents and warrants to the City that:

a) Borrower is a duly organized, existing corporation, and in good standing under the laws of the Commonwealth of Pennsylvania; and that all books and records of the business pertaining to its financial condition and operation will be kept at the Property; and

b) the Borrower has the power and authority to own its assets and to carry on the activities contemplated by the Application and this Loan Agreement;

c) the Borrower holds all material franchises, licenses, permits and other authorizations of any nature and kind required for the ownership of its assets and the operation of its business, all of which are now in full force and effect;

d) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any provisions of any governing agreements relating to the Borrower; or any statute, regulation, order, writ, injunction, decree, decision of any court or governmental agency binding upon it or conflict with or result in a breach of any of the covenants, terms and conditions of any material agreement or instrument to which the Borrower is a party or by which it is bound or to which it is subject, or constitute a default thereunder, or result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the Borrower pursuant to the terms of any such agreement, instrument or otherwise;

e) the execution and delivery of this Loan Agreement, and the other loan documents to which it is a party, and compliance with all the covenants, terms and conditions thereof, has been duly authorized by proper action of the Borrower and when duly executed and delivered by the Borrower will constitute the valid and binding obligations of the Borrower enforceable in accordance with their respective terms;

f) the Borrower has filed, and shall, as required, file in a timely manner, all Federal, State and Local tax returns and has paid, or shall pay, all taxes shown to be due thereon;

g) there is no material litigation or governmental proceeding pending or (to the knowledge of the Borrower) threatened against or affecting the Borrower or

any of its assets or the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the Borrower;

h) the Borrower will not dispose of any hazardous waste in violation of any environmental statutes, regulations or other restrictions at the Project Site and will not knowingly violate any environmental statutes, regulations or other restrictions;

i) there is no material fact that the Borrower has not disclosed to the CITY, which could have a material adverse effect on the Project or the prospects or condition (financial or otherwise) of Project. No certificate or statement delivered herewith or heretofore by the Borrower in connection with this Loan Agreement or the Application contains any untrue statement of material fact or omits to state any material facts necessary to keep the statements contained herein or therein from being misleading;

j) the Borrower shall at all times keep proper books of account in a manner satisfactory to the CITY and in accordance with generally accepted accounting practices. The Borrower hereby authorizes the CITY to make or cause to be made, at the Borrowers' expense and in such manner and at such times as the CITY may reasonably require,

(1) inspections and audits of any books, records and papers in the custody or control of the Borrower or others, relating to the Project, including the making of copies thereof and extracts there from, and

(2) inspections and appraisals of any of the Property. The Borrower will furnish to the CITY for the twelve (12) month period and semi-annually thereafter, financial and operating statements relating to the Project. The Borrower hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of the Borrower and any desired information from reports, returns, files, and records of such authorities, relating to the Project, upon request therefore by CITY.

k) The unpaid balance of the Loan shall be immediately due and payable, if the Borrower, during the term of the Loan, effects a change of ownership or control of the business located at the Property without the prior written consent of the CITY, or relocates its business outside of the City of Scranton; and

l) The Security Agreement granted by the Borrower to the City will create a Second subrogated lien security interest in and upon all of Borrower's equipment.

10. EVENT OF DEFAULT. An event of default under this Loan Agreement shall be deemed to have occurred if the Borrower shall:

- a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;
- b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or
- c.) fail to strictly and timely comply with all the jobs creation requirements described in Section 4 above; or
- d) fail to keep, perform and comply with any of the other covenants, terms and conditions of this Loan Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or
- e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or make any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee.
- f) close its business for a period of two consecutive weeks or longer.

11. REMEDIES. If an event of default as defined in Section 10 of this Loan Agreement shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

12. ALLOWABLE COSTS. The Borrower recognizes that the City is obligated to examine all costs claimed by the Borrower relating to the Project for the purpose of cost recovery to effectuate the long-term goals of the Commercial Industrial Revolving Loan Program. Without limiting the general applicability of the foregoing, the Borrower is notified that the following cost items, except as

they may relate to allowable costs specifically contained in this Loan Agreement or the Application, generally shall not be considered eligible expenses:

- a) Costs paid out prior to the execution of this Loan Agreement;
- b) Interim interest paid on funds borrowed by the Borrower in anticipation of disbursement of the CITY's loans or other Project funds; or
- c) The compensation of consultants and professional service providers;
- d) Costs incurred prior to the Notice of Award of Grant by the CITY.

13. AUDIT. The Borrower agrees to participate actively if requested, and without compensation, in the CITY's audits of the Project and further agrees to fully and faithfully cooperate with the CITY in meeting any and all requirements of the Federal Government.

14. NO LIABILITY FOR FAILURE TO COMPLETE. The Borrower agrees to include in all contracts with any party involving the use of Loan Proceeds an acknowledgment that the CITY shall not be liable to any party for completion of, or the failure to complete, any activities, which are part of the Project, from the date of this Loan.

15. EXPENSES. (a) The Borrower agrees to pay City's reasonable attorney's fees, court costs and other disbursements ordered by the court in the event the CITY takes successful legal action to enforce the CITY's rights under this Loan Agreement.

(b) The Borrower will, on demand, reimburse the CITY for any and all costs, fees and expenses incurred as a result of a breach, including, but not limited to, underwriter's discounts, fiscal agency fees, and all other fees, expenses and costs of issuance which are incurred or which may be hereafter incurred by the CITY from time to time in connection with or by reason of the Borrower's application for the making of and the administration of the Borrower's permanent financing stages of the Loan.

16. RECORDING COSTS. The Borrower agrees to pay all recording costs and filing fees related to the Loan, if any.

17. HOLD HARMLESS AGREEMENT. The Borrower will indemnify and defend the CITY and hold it harmless from any claim against it involving or in any way arising out of its involvement with this Project, unless involving or in any way arising out of the willful misconduct of the CITY, its agents or employees. In particular, but without limiting the general application of the foregoing, and pursuant to Section 4 above, the Borrower will, within thirty (30) days of the CITY's demand, pay any penalty or recapture levied upon the CITY

which originates in the Borrower's failure to fulfill, or document the fulfillment of, its hiring commitments stated in this Loan Agreement or the Application.

18. EXERCISE OF RIGHTS. No delay or failure of the CITY in exercising any right or remedy under this Loan Agreement shall be deemed a waiver of such right or remedy or affect or impair the future exercise of such right or remedy and no modification or waiver by the CITY of any covenant or condition of this Loan Agreement or waiver by the CITY of any default hereunder shall be effective for any purpose unless contained in writing signed by the CITY and then only to the extent specifically set forth in such writing.

19. NOTICES AND DEMANDS. All notices or demands required by the provisions of this Loan Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed. If to the City:

Office of Economic and Community Development
City of Scranton
340 North Washington Avenue
Scranton, PA 18503
Attn.: Executive Director

If to the Borrower:

Delta Medix, P.C.
300 Lackawanna Avenue, Unit 200
Scranton, PA 18503
Attention CEO: Margo M. Opsasnick

If to Guarantors:

Margo M. Opsasnick & Delta Medix Board Members

or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

20. CONSENT TO JURISDICTION. The Borrower irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania in any and all actions and proceedings arising hereunder. The Borrower hereby waives and shall not interpose any objections of forum non conveniens or to venue, and waives any right to remove any proceeding commenced in a state court to a federal court, and consents to any and all relief ordered by such court.

21. SEVERABILITY. The invalidity of any one or more sections of this Loan Agreement or any portion thereof shall not be deemed to affect or impair the validity and enforceability of the remainder.

22. ASSIGNMENT; BINDING EFFECT. All covenants, terms and provisions of this Loan Agreement shall inure to the benefit of and extend to and bind the successors and assigns of the CITY, provided that the Borrower shall not have the right to assign this Loan Agreement or any rights hereunder to any other person or entity, excepting any entity into which the Borrower shall be merged or with which the Borrower shall be consolidated and any entity which shall purchase substantially all assets of the Borrower.

23. COMPLIANCE WITH HUD REQUIREMENTS. The Borrower shall comply with any and all applicable laws and/or regulations applicable to its receipt and use of the funds being loaned to it pursuant to the aforementioned loan program, including, but not limited to, all of the following requirements where applicable:

- a) The regulations for the CDBG Program contained in 24 CFR, Part 570;
- b) All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88—352) and Section 1.09 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the grounds of race, color, creed, religion or national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project assisted with Community Development Block Grant Funds;
- c) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234);
- d) The lead-based paint requirements of 24 CFR, part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 4801 et seq.);

- e) The regulations, policies, guidelines and requirements of OMB Circular A-102 Revised (handbook 1300.17), which relates to the acceptance and use of federal funds;
- f) The labor standards requirements as set forth in 24 CFR 570.605. Employees on construction jobs assisted with CDBG funds must be paid the prevailing federal wage rates; and the Project must comply with the City's position regarding the Boston Harbor Agreement, if applicable;
- g) Section 504 of the Rehabilitation Act of 1973 (Public Act 93— 112), as amended, and implementing regulations. No person (employee or applicant for employment) shall be discriminated against because of a physical or mental disability with regard to any position for which the employee or applicant is qualified;
- h) The provisions of the Age Discrimination Act of 1975, as amended (Public Law 94—135);
- i) Requests from HUD, the City and the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the Loan and cooperate fully with the City in supplying information to meet CDBG audit requirements;
- j) The American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.);
- k) Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR, Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project;
- l) This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88—352) and 24 CFR 570, Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Borrower shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Borrower, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate;

m) Section 112 of P.L. 92-65 (42 U.S.C. § 3123) prohibiting sex discrimination in any program or activity receiving Federal Financial assistance under PWEDA; and

n) Borrower will, in all solicitations or advertisements for employees placed by or on behalf of Borrower; state that it is an Equal Opportunity or Affirmative Action Employer.

24. ENTIRE AGREEMENT. This Loan Agreement is the entire agreement between the parties. It is understood and agreed by the parties hereto that no oral statement or no prior written matter extrinsic to this instrument shall have any force or effect. This Loan Agreement shall not be modified except by writing, subscribed by both parties.

25. HONORABLE AGREEMENT. This is an honorable Loan Agreement intended to achieve the recited purposes. This Loan Agreement is to be constructed and applied liberally to achieve those purposes and is not to be defeated by resorting to technical defenses or objections to price computation or any other matter affecting its operation.

26. WAIVER OF BREACH. The waiver by the City of a breach of any provision of this Loan Agreement by the Borrower shall not operate nor be construed as a waiver of any subsequent breach by the Borrower.

27. COUNTERPARTS. This Loan Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together constitute one and the same agreement.

28. SURVIVORSHIP CLAUSE. The Borrower and the City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement may survive the termination of this Loan Agreement and be legally binding upon the parties, their successors and assigns hereto subsequent to the termination of this Loan Agreement.

29. INTERPRETATION. This Loan Agreement shall constitute a contract under the laws of the Commonwealth of Pennsylvania and shall for all purposes be construed in accordance with such laws. The headings of Sections in this Loan Agreement are for convenience of reference only, and shall not enlarge or restrict the rights of the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly caused this Loan Agreement to be duly executed.

City:

COUNTERSIGNED

CITY OF SCRANTON

BY: _____
City Controller

BY: _____
Mayor

DATE: _____

DATE: _____

BY: _____
Executive Director OECD
Office of Economic and
Community Development

BY: _____
City Clerk

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
City Solicitor

DATE: _____

Borrowers:

Delta Medix, P.C.

ATTEST:

Secretary
Jerald B. Gilbert, MD

Chief Executive Officer
Margo M. Opsasnick

DATE: _____

Exhibit "A"



Final Attachment A
as Exhibit A.pdf

Attachment “A”



Office of Economic and
Community Development

Business & Industry Loan/Grant Program

BORROWER: Delta Medix, P.C.

Following is a summary of new, permanent jobs to be created as a result of the CDBG funding assistance provided through this loan program:

Job Title	Status		This job to be created as a absolute	Job to be made available to low/mod persons as a absolute	Does this job require special skills or education?
	FT (number of positions)	PT (total hours per week)			
Call Center Operator	1		created	yes	no
Medical Secretary	1		created	yes	no
Medical Secretary	1		created	yes	no
Medical Records clerk	1		created	yes	no
Front Desk Manager	1		created	yes	yes
Multidisciplinary Conference Coordinator	1		created	yes	yes
Medical Assistant	1		created	yes	no
Clinical Nurse (LPN)	1		created	yes	yes

FT JOBS

8

PT JOBS AS FTE

0

TOTAL JOBS

8

The jobs will be created within 6 months following the disbursement of loan funds

You should complete a **Family Income Certification** form (sample attached) each time you fill a newly-created, permanent position. Employees should provide information about their family's gross annual income prior to being hired by you, so that you can maintain documentation about which of these positions are held by low/mod persons. You will be required to submit copies of these forms to OECD on a quarterly basis until the job creation requirement has been met; as stated in the terms of your loan agreement.

This activity has been processed & maintained by: Tom Preambo, OECD Deputy Director

PROMISSORY NOTE

\$250,000.00

Scranton, Pennsylvania
_____, 2018

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, **Delta Medix, P.C.** (hereinafter called the "**Maker**"), a Pennsylvania Professional Corporation with a principal place of business located at 225 Penn Avenue, Scranton, PA 18503, hereby promises to pay to the order of THE CITY OF SCRANTON (hereinafter called the "**Holder**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 North Washington Avenue, Scranton, Pennsylvania 18503, or its assignees, the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00), (the "Loan") payable together with interest thereon at the fixed rate of two and one half percent (2.5%) per annum as follows:

(1) Interest shall not accrue for Six (6) months from _____, 2018 through _____, 2018. In the event Maker satisfies all of the conditions of Section 4 of the Loan to Grant Agreement between Maker and Holder of even date herewith then Maker's obligations hereunder shall cease and Maker shall not have any further obligations to repay the Loan to Holder.

(2) In the event Maker fails to satisfy all of the conditions of Section 4 of the Loan Agreement within Six (6) months between Maker and Holder of even date herewith, the Payments by Maker to Holder shall commence on the 1st day of _____, 2018, and on the 1st day of each and every month thereafter to and including the 1st day of _____, 2028 and shall be in monthly installments of principal and interest in the amount of Two Thousand Three Hundred and Fifty Six Dollars and Seventy Five Cents (\$2,356.75).

(3) Upon the expiration of one hundred eighty (180) months after the date hereof, the then unpaid balance of principal, interest, and charges collectible under the terms hereof shall be immediately due and payable.

(4) This Note evidences a loan (the "**Loan**") in the above amount made by the Holder to the Maker on this date, the proceeds of which will be advanced by the Holder to the Maker in the manner provided in a Loan to Grant Agreement (the "**Loan Agreement**") of this date between the Holder and the Maker for the purposes therein specified. Payment of this Note is secured by a security agreement (the "**Security Agreement**") of this date from the Maker to the Holder, and by, other security described in the Loan Agreement.

(5) The Maker hereby agrees to keep, perform, and comply with all covenants, terms, and conditions of this Note, the Loan Agreement, the Security Agreement, and all of the documents and instruments now and at any time hereafter delivered to and held by the Holder to evidence and secure the

Loan (herein collectively called the "**Loan Documents**"), which are incorporated by reference in and made a part of this Note.

(6) This Note shall also evidence all advances and expenditures that the Holder is authorized and permitted to make under the provisions of the Loan Documents, and all other sums of every nature and kind that at any time hereafter become due and owing by the Maker to the Holder under the Loan Documents, which shall be added to and become part of the principal amount evidenced by this Note and paid to the Holder, with interest, on the due date of the next installment, if not sooner due and payable under the provisions of the Loan Documents.

(7) Payments of principal on this Note shall be made in current funds on the day when due, without presentment, demand, protest, or notice of any kind, all of which are hereby waived. Payment shall be made at the office of the Holder herein designated or at such other place as the Holder may from time to time designate by written notice to the Maker, and shall be made in lawful money of the United States of America without set-off, counterclaim, or other deduction of any nature.

(8) The Holder shall have the right to impose a service charge equivalent to ten percent (10%) of the amount of any installment of principal not received within fifteen (15) days after the date the same becomes due, which shall be added to the principal balance and paid to the Holder on the due date of the next installment.

(9) EVENT OF DEFAULT. An event of default under this Promissory Note shall be deemed to have occurred if the Borrower shall:

a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;

b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or

c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 of the Loan to Grant Agreement of even date herewith; or

d) fail to keep, perform and comply with any of the other covenants, terms and conditions of the Loan to Grant Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or

e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee; or

f) close its business for a period of two consecutive weeks or longer.

(10) REMEDIES. If an event of default as defined in Section 9 hereof shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

(11) Confession of Judgment. This Promissory Note contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the Holder (as well as someone acting for holder) to appear for, and confess judgment(s) against Maker, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits Holder to execute upon the confessed judgment(s) which could have the effect of depriving Maker of its property without any prior notice or an opportunity to be heard. Maker hereby acknowledges that it has consulted with an attorney regarding the implications of these provisions and Maker understands that it is bargaining away several important legal rights. Accordingly, Maker hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that it may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) CONFESSION OF JUDGMENT. MAKER COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MAKER, HOLDER MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST MAKER AND, FOR THOSE PURPOSES, MAKER HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR HOLDER (AS WELL AS SOMEONE ACTING FOR HOLDER) IN ANY AND ALL ACTIONS COMMENCED AGAINST MAKER FOR RECOVERY OF THE PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER AND TO APPEAR FOR MAKER, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST MAKER, FOR PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER, TOGETHER WITH INTEREST AT THE DEFAULT RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OF SUCH AMOUNTS AND SUMS; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST MAKER FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

BY: Margo M. Opsasnick
TITLE: Chief Executive Officer
DATE: _____

(12) The Maker hereby waives the benefit of any present or future law or rule of procedure authorizing stay of execution on any judgment recovered on this Note, and the exemption of property from levy and sale there under, and any and all errors, defects, and imperfections whatsoever of a procedural nature in the entry of any judgment or in any process or proceedings thereon or relating to the same.

(13) Upon any negotiation, sale or assignment of this Note, the holder hereof may deliver same to the transferee or purchaser who shall thereupon become the holder hereunder and as such shall have and may exercise all powers, rights and options with respect to same and otherwise hereby given to the holder, or otherwise available to Holder pursuant to the terms and conditions of the Loan Agreement, and such former holder who thus negotiates, sells or

assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability with respect to same.

(14) If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not effect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(15) All of the foregoing agreements and obligations including, without limitation, the warrant of attorney to confess judgment, shall bind the Maker and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns.

In Witness Whereof, the Maker has duly caused this Note to be duly executed by its duly authorized representative, the day and year first above written, intending to be legally bound.

Attest:

Delta Medix, P.C.

Secretary
Jerald B. Gilbert, MD

By: _____
Chief Executive Officer
Margo M. Opsasnick

Date: _____

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as the "AGREEMENT") dated the _____ day of _____, 2018, by and between **THE CITY OF SCRANTON**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 N. Washington Avenue, Scranton, Pennsylvania 18503, (hereinafter referred to as the "**CITY**")

-and-

DELTA MEDIX, P.C. a Pennsylvania Professional Corporation with a principal place of business located at 225 Penn Avenue, Scranton, PA 18503 (hereinafter referred to as "**BORROWER**")

WHEREAS, BORROWER has certain Liabilities (as defined herein) to CITY under a certain Loan to Grant Agreement dated even herewith; and,

WHEREAS, the CITY and BORROWER desire and intend to secure repayment of said Liabilities by BORROWER granting to CITY a second lien security interest in the Collateral (as defined herein); and,

NOW, THEREFORE, the Borrower hereto, intending to be legally bound hereby, agrees as follows:

1. **COLLATERAL** The word "Collateral" as used in this AGREEMENT means the following described property: all equipment of the BORROWER, whether now or hereafter existing, or now owned or hereafter acquired and the products and proceeds of any of the foregoing, including all proceeds, and all accessions thereto, direct or contingent and all accounts receivables.

In addition, the word "Collateral" also includes all of the following; whether now owned or hereafter acquired by BORROWER, whether now existing or hereafter arising, and wherever located;

(a) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later.

(b) All products and produce of any property described in this Collateral section.

(c) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

2. **GRANT OF SECURITY INTEREST** In consideration of, and as security for, the Liabilities of BORROWER to CITY described below, BORROWER grants CITY a Second priority security interest in all the Collateral, together with all present and future products of Collateral and all present and future proceeds of Collateral (including but not limited to all leases, rents, issues, profits, credits, rebates, refunds, increases, replacements of and additions and accessions to the Collateral and all cash and non-cash insurance proceeds). This right to proceeds does not, and shall not be interpreted to constitute authorization or consent by CITY to any disposition of any Collateral. This AGREEMENT and the security interest granted herein shall stand as general and continuing security for all Liabilities and may be retained by CITY until all Liabilities have been satisfied in full; provided, however, that this AGREEMENT shall not be rendered void by the fact that no Liabilities or commitment by CITY to make advances to BORROWER exists as of any particular date, but shall continue in full force and effect until the filing of a termination statement signed by CITY with respect to all the Collateral.

As additional security for the Liabilities, BORROWER conveys, assigns and grants a security interest to CITY in and to all present and future files, books, ledgers, records, bills, invoices, receipts, deeds, certificates or documents of ownership, warranties, bills of sale and all other data and data storage systems and media pertaining to any of the Collateral.

3. **LIABILITIES** The Collateral secures, and will secure, all Liabilities of BORROWER to CITY. Liabilities as used herein shall mean and include any past, present or future loans, notes, mortgages, bonds, advances, re-advances, substitutions, extensions, renewals, interest, late charges, penalties, costs, and fees of any and all types, whether primary, secondary, absolute or contingent, direct or indirect, joint several or independent, voluntary or involuntary, (including overdrafts), now or hereafter existing, due or to become due, or held or to be held by, CITY for its own account or as agent for another or others, whether created directly or acquired by negotiation, assignment or otherwise, and all instruments and documents evidencing any of the above and shall also include but not be limited to that certain Promissory Note, dated the _____ day of _____, 2018, in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) given by BORROWER to CITY.

4. **FUTURE ADVANCES** The Liabilities secured hereby include all future advances made at any time or times to or for the benefit of BORROWER, whether obligatory or optional, including all costs, expenses, court costs and

reasonable attorneys' fees incurred in the collection of the Liabilities and/or the Collateral or the disposition of the Collateral, and any advances made at any time or times for the payment of taxes or insurance or the maintenance or repair of the Collateral, or for the establishment, maintenance or enforcement of CITY'S security interest therein.

5. **ADDITIONAL SECURITY** As additional Collateral to secure the Liabilities, BORROWER grants to CITY a first priority security interest in all of BORROWER'S present and future deposits or other monies due to CITY, instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, currency, property and the proceeds thereof, owned by BORROWER or in which BORROWER has an interest, now or hereafter in the possession or control of CITY or in transit by mail or carrier to or from CITY or in the possession of any other person acting in CITY'S behalf, without regard to whether CITY received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether CITY has conditionally released the same. The property described in this Paragraph 5 shall constitute part of the Collateral for all purposes under this AGREEMENT.

6. **OWNERSHIP; OTHER LIENS** BORROWER represents and warrants that BORROWER is or, as to Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, and that this AGREEMENT creates a valid Second priority lien in and to all Collateral and that there are no liens and there will be no other liens, security interests, encumbrances or adverse claims by any person to any of the Collateral except the First lien for Peoples Security Bank. BORROWER covenants and agrees to keep the Collateral free from, defend it against, discharge and immediately notify CITY in writing of, any and all other liens, security interests or encumbrances, prior assignments, claims, set-offs or demands of all persons at any time claiming any Collateral or any interest therein.

7. **PURCHASE MONEY LOAN** BORROWER covenants and agrees that any Liabilities created for the purpose of enabling BORROWER to acquire rights in or use of any Collateral will be used solely for such purpose and for no other purpose, and authorizes CITY to disburse the proceeds of such purchase money loan directly to the seller.

8. **LOCATION, USE OF COLLATERAL** BORROWER represents and warrants that:

(a) Collateral is being and will be kept at BORROWER'S business address set forth in this AGREEMENT, and covenants and agrees not to remove the Collateral therefrom without CITY'S prior written consent.

(b) Collateral is being used and will be used exclusively for the purpose(s) indicated in this AGREEMENT and covenants and agrees not to change such use without CITY'S prior written consent.

9. **BORROWER'S IDENTITY, ADDRESS** BORROWER represents and warrants that its official name is accurately and completely set forth in this AGREEMENT and covenants and agrees that it will not change its name or its status indicated herein without CITY'S prior written consent.

BORROWER represents and warrants that the address set forth in this AGREEMENT is its principal business address, if BORROWER is engaged in business and covenants and agrees that it will not change such address or the other locations set forth herein or acquire additional addresses, without at least thirty (30) days' prior written notice to CITY setting forth the effective date of such change and such new address.

10. **MAINTENANCE, INSURANCE OF COLLATERAL** BORROWER, at its own expense, covenants and agrees to:

(a) properly maintain and care for the Collateral and protect and care for all Collateral covered by this AGREEMENT, all in accordance with the highest standards customary for businesses similar to BORROWER'S if BORROWER uses the Collateral in business operations;

(b) maintain such insurance covering the Collateral against fire, theft, vandalism and such other risks or hazards as CITY may require in such amounts and with such insurance companies as are satisfactory to CITY, which insurance shall protect CITY'S interest in the Collateral as secured lender under separate endorsement or clause not subject to any defenses which such insurance company may have against BORROWER;

(c) deliver to CITY, on demand, the contract(s) of insurance or furnish other proof of such insurance to CITY; and

(d) comply fully with, and refrain from any use of the Collateral in violation of, any requirements of any insurer of the collateral.

In the event of any loss, CITY, at its option, may (i) retain and apply all or any part of the insurance proceeds to reduce, in such order and amounts as CITY may elect, the unpaid balance of the Liabilities, or (ii) disburse all or any part of such insurance proceeds to or for the benefit of BORROWER for the purpose of repairing or replacing the Collateral after receiving proof satisfactory to CITY of such repair or replacement, in either case without waiving or impairing the Liabilities of any other provision of this AGREEMENT. BORROWER assigns to CITY any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and

directs the insurers to pay to CITY any amounts so due, and BORROWER appoints CITY its attorney-in-fact to endorse any draft or check which may be payable to BORROWER in order to collect any return or unearned premiums or the proceeds of such insurance.

11. **TAXES; COMPLIANCE** BORROWER covenants and agrees to pay, on or before the due date thereof, all federal, state and local taxes, assessments and other governmental charges of every nature which may be levied or assessed against the Collateral, and to comply fully with, and refrain from any use of the Collateral in violation of, any applicable statutes, regulations or ordinances.

12. **RIGHT TO REMEDY CERTAIN DEFAULTS** In the event BORROWER fails to maintain the Collateral, or pay any federal, state or local taxes, assessments or other governmental charges or claims, or fails to maintain insurance on the Collateral and pay all premiums for such insurance, or fails to make any necessary repairs or permits waste, CITY, at its election and without notice or demand to BORROWER, shall have the right, but not the obligation, to make any payment or expenditure with the right of subrogation thereunder, including but not limited to purchasing any lender's single interest to protect its security interest in the Collateral or its rights under this AGREEMENT, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, without prejudice to any of CITY'S rights or remedies available under this AGREEMENT or otherwise, at law or in equity. All such sums, as well as costs, advanced by CITY pursuant to this AGREEMENT, shall be secured by this AGREEMENT, and shall bear interest at the highest rate payable on any of the Liabilities from the date of payment by CITY until paid in full.

13. **DISPOSITION: PROCEEDS** Except as, and only to the extent expressly permitted in this Paragraph 13 or in Paragraph 15, BORROWER will not sell, assign, lease or otherwise dispose of, attempt or contract to sell, assign, lease or otherwise dispose of, any Collateral or any interest, right or privilege therein.

BORROWER covenants and agrees to deliver immediately to CITY, or such other person as CITY may designate, any instrument, document, or chattel paper arising out of or in connection with any Collateral. BORROWER further covenants and agrees not to use cash proceeds to purchase or otherwise acquire any interest whatsoever in any property not covered by this AGREEMENT without CITY'S prior written consent.

14. **NOTIFICATION OF ADVERSE EVENTS** BORROWER immediately will notify CITY in writing of any occurrence, event, circumstance or condition which affects or will affect the Collateral or the value thereof, BORROWER'S or CITY'S ability to dispose of the Collateral or CITY'S rights or

remedies with regard thereto, including but not limited to the issuance or levy of any legal process against the Collateral or the adoption of any order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

BORROWER waives and releases all laws and rules of procedure now in force or hereafter enacted, relating to exemption from, or stay of execution and/or sale, and the opening and/or striking off any judgment. In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (hereinafter referred to as the "Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided herein or as otherwise provided by law or equity. BORROWER agrees not to contest the validity or enforceability of this Section 14.

15. **CITY'S RIGHTS**

(a) BORROWER covenants and agrees that CITY may, at its option and at BORROWER'S expense, at any time and from time to time whether or not a Default has occurred:

(1) require BORROWER to deliver to CITY, at such time or times and in such manner and form as CITY may direct, records, schedules and other documentation and data sufficient to show the status, condition, value or location of, or any other information pertaining to, the Collateral;

(2) verify the Collateral, inspect BORROWER'S books and records and make copies thereof or extracts therefrom, and require BORROWER to furnish such witnesses as may be necessary to establish legal proof of the Collateral or such records;

(3) require, as a condition to its consent to any disposition of Collateral requiring CITY'S consent, that BORROWER pay or deliver or cause to be paid or delivered directly to CITY, or such other person as CITY may designate, the proceeds of such disposition, agree to increase the rate of interest payable in respect of any of the Liabilities, or comply with any other requirement of CITY;

(4) at reasonable times enter upon any property where any Collateral is located to examine the Collateral, such property and any buildings or improvements thereon, and use BORROWER'S equipment, machinery, office

equipment and other facilities if CITY deems such use necessary or advisable to protect, preserve, maintain, process, develop or harvest any of the Collateral;

(5) prohibit BORROWER from attaching any Collateral to any land or building or other improvement thereon in any manner which might cause such Collateral to become a part thereof, and/or require BORROWER to obtain from any owner, encumbrancer or other person having an interest in the property where any Collateral is located, written consent to CITY'S removal of the Collateral therefrom, without liability on the part of CITY to such owner, encumbrancer or other person, or require BORROWER to obtain from any such owner, encumbrancer or other person such waivers of any interest in the Collateral as CITY may require;

(6) place or require BORROWER to place on any instrument, document or Chattel Paper, or upon BORROWER'S books, records, documents or other data relating to accounts or general intangibles, a notation or legend indicating CITY'S security interest therein;

(7) in BORROWER'S and/or CITY'S name (as CITY in its sole discretion may determine) demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue or dismiss, with or without prejudice, and suits or proceedings respecting any of the Collateral;

(8) secure credit in the name of BORROWER or in the name of CITY, or pay, settle, or otherwise discharge any unpaid bills or charges for goods delivered or services rendered to or for the benefit of BORROWER, if CITY reasonably determines, in its sole discretion, that such action is necessary or advisable to protect, maintain or preserve the Collateral or CITY'S security interest therein;

(9) furnish to CITY, on demand or as soon as possible thereafter, such additional property as Collateral as CITY may from time to time require; or

(b) the foregoing rights are cumulative and may be exercised by CITY singularly or in any combination at any time and from time to time, as often as CITY deems necessary or advisable.

16. **OTHER DOCUMENTS, ACTS** BORROWER covenants and agrees that it will, at any time or times and from time to time, at its own expense, execute and deliver or cause to be executed and delivered such security agreements, certificates, certificates of title, pledges, assignments, financing statements, continuation financing statements, amendments, acknowledgements and other documents, and will perform or cause to be performed such other acts, as CITY may request in order to establish, preserve

or maintain a valid and continuously perfected security interest in, or to determine the priority of, or terminate or enforce CITY'S security interest in, the Collateral, and pay all costs and expenses incurred in connection therewith. To the extent legally permissible, BORROWER irrevocably authorizes and appoints CITY as its attorney-in-fact with full power of substitution, to execute on BORROWER'S behalf and file at BORROWER'S expense a financing statement or statements, or alternatively, a copy of this AGREEMENT to perfect CITY'S security interest, or any amendment or amendments thereto, in those public offices deemed necessary or appropriate by CITY to establish, maintain and protect a continuously perfected security interest in the Collateral.

17. **DEFAULT** The occurrence of any one or more of the following shall constitute a Default under this AGREEMENT:

(a) non-payment of any of the Liabilities, or any portion thereof, when and in the manner due, whether by acceleration or otherwise;

(b) failure by BORROWER to observe or perform any covenant, agreement, condition or term of this AGREEMENT or failure by BORROWER to observe or perform any covenant, agreement, condition or term or any default under any other document, note, bond, mortgage or other writing between BORROWER and CITY;

(c) breach by BORROWER or any other Obligor (which term shall refer to any maker, co-maker, endorser, guarantor or surety of, or other person obligated under any statute for, any of the Liabilities) of any obligation or duty to CITY;

(d) any representation or warranty in any financial or other statement, schedule, certificate or other document of BORROWER or any other Obligor delivered to CITY by or on behalf of BORROWER or any other Obligor shall prove to be false, misleading or incomplete in any material respect;

(e) a material adverse change occurs in the financial condition of BORROWER or any other Obligor which is unacceptable to CITY in its sole discretion from the condition most recently disclosed to CITY in any manner;

(f) BORROWER, dissolves, liquidates, merges, reorganizes or ceases to conduct operations, or prepares or attempts to do any of the foregoing;

(g) a trustee or receiver is appointed for BORROWER or for all or a substantial part of its or their property in any involuntary proceeding, or any

court has taken jurisdiction of all or any substantial part of the property of BORROWER in any involuntary proceedings, or BORROWER files a petition or answer not denying jurisdiction in Bankruptcy or under any similar law, state or federal, now or hereafter existing, or such a petition is filed against BORROWER, or BORROWER becomes insolvent, howsoever evidenced, or makes an assignment for the benefit of creditors or admits in writing its or their inability to pay its or their debts generally as they become due, or fails within sixty (60) days to pay or bond or otherwise discharge any judgment or attachment which is unstayed on appeal, or if BORROWER advertises a "going out of business" or liquidation sale, or holds or permits such a sale;

(h) BORROWER expresses an intent to terminate or revoke responsibility for any of the Liabilities, or defaults under any other note, agreement, lease, indenture, mortgage or obligation incurred pursuant thereto, or a judgment is entered against BORROWER evidencing either singly or in the aggregate a material obligation, the effect of which accelerates or entitles the holder thereof to accelerate any maturity thereof or results in the forfeiture by BORROWER or its rights under any such note, agreement, lease, indenture or mortgage;

(i) any property of BORROWER becomes the subject of any attachment, garnishment, levy or lien (unless expressly permitted in writing signed by CITY);

(j) any substantial part of the property of BORROWER is taken or condemned by any governmental authority;

(k) BORROWER assigns or otherwise transfers, or attempts to assign or transfer, any of its right, title and interest in any of the Collateral without the prior written consent of CITY;

(l) BORROWER fails to furnish financial or other information as CITY may reasonably request;

(m) CITY, in the reasonable and good faith exercise of its sole discretion deems itself or the Collateral unsecure for any reason whatsoever;

(n) the failure by BORROWER to strictly comply with any federal, state or local statute, regulation, rule, order, or other judicial or administrative order relating to the Collateral.

18. REMEDIES

(a) Upon the occurrence of one or more Defaults, CITY may exercise any one or more of the following remedies, which are cumulative and may be exercised singularly or in any combination at any time and from time to

time as long as any Default continues, without notice or demand to BORROWER except as expressly required under this AGREEMENT or any applicable provision of law which cannot be waived prior to Default:

(1) declare all or any part of the Liabilities, together with costs of collection, including attorney's fees of fifteen percent (15%) of the unpaid principal, immediately due and payable, as if the same had in the first instance been payable as such time, without requiring any recourse against any other person or property liable for or securing any of the Liabilities;

(2) exercise any right of set-off which CITY may have against BORROWER;

(3) exercise all or any of the rights and remedies of a secured party under the Uniform Commercial Code or as creditor under any other applicable law;

(4) require BORROWER to assemble the Collateral and any records pertaining thereto and make them available to CITY at a time and place designated by CITY;

(5) enter the premises of BORROWER and take possession of the Collateral and any records pertaining thereto, and also take possession of all personal property located in or attached to the Collateral without liability to BORROWER and hold such property for BORROWER at BORROWER'S expense;

(6) use, operate, manage, lease, or otherwise control the Collateral in any lawful manner, collect and receive all rents, income, revenue, earnings, issues and profits therefrom and, in its sole discretion but without any obligation to do so, insure, maintain, repair, renovate, alter or remove the Collateral;

(7) grant extensions or compromise or settle claims for less than face value relative to the proceeds without prior notice to BORROWER or any other Obligor;

(8) use, in connection with any assembly, use or disposition of the Collateral, any trademark, trade name, trade style, copyright, brand, patent right, license or technical process used or utilized by BORROWER;

(9) take such actions as CITY may deem necessary or advisable to preserve, process, develop, maintain, protect, care for or insure the Collateral or any portion thereof, and BORROWER irrevocably appoints CITY as its attorney-in-fact to do all acts and things in connection therewith; or

(10) sell or otherwise dispose of all or any of the collateral at public or private sale at any time or times without advertisement or demand upon or notice to BORROWER, all of which are expressly waived to the extent permitted by law, with the right of CITY or its nominee to become purchaser at any sale (unless prohibited by statute) free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all attorney's fees, legal or other expenses for collection, sale and delivery, apply the remaining proceeds of any sale to pay (or hold as a reserve against) any of the Liabilities.

(b) except to the extent limited by non-waivable provision of statute, CITY shall not be liable to any person whatsoever, for, or in connection with, the exercise, method of exercise, delay or failure to exercise any of the remedies provided for herein, and BORROWER shall indemnify, and agrees to hold harmless and waives and releases CITY from any and all claims, liabilities, actions, costs, suits, demands, damages or losses, whatsoever occurring on account of or in connection with such exercise, method of exercise, delay or failure to exercise.

(c) In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code ("the Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any Successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided in this AGREEMENT, and any documents referred to in this AGREEMENT (as currently in effect, as might be modified, or otherwise) and as otherwise provided by law. BORROWER agrees not to contest the validity or enforceability of this Section 19(c).

19. **NOTICES AND DEMANDS.** All notices or demands required by the provisions of this Security Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed. If to the City:

Office of Economic and Community Development
City of Scranton
340 North Washington Avenue
Scranton, PA 18503
Attn.: Executive Director

If to the Borrower:

Delta Medix, P.C.
225 Penn Avenue
Scranton, PA 18503
Attn.: Margo M. Opsasnick

or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

20. **WAIVERS; INVALIDITY** No delay or failure by CITY in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by CITY of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy provided for in this AGREEMENT shall not preclude CITY from exercising or enforcing the same at any time or time thereafter.

If any provision of this AGREEMENT shall be held for any reason to be invalid, illegal or unenforceable in any respect, such impairment shall not affect any other provision hereof.

IT IS EXPRESSLY AGREED BY BORROWER AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY BORROWER OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS AGREEMENT OR THE LIABILITIES, BORROWER FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

21. **EXPENSES** BORROWER agrees to pay or reimburse CITY, immediately upon demand at any time or times, for all expenses incurred to perfect, protect and maintain continuously perfected CITY'S security interest and the priority thereof, in the Collateral, or to preserve, process, develop, maintain, protect, care for or insure any Collateral, or in the taking, holding preparing for sale, lease or other disposition, selling, leasing or otherwise disposing of the Collateral, or any other action taken by CITY to enforce or exercise its rights or remedies under this AGREEMENT, including without limitation reasonable attorney's fees, filing fees, documentary recordation taxes, appraisal charges and storages costs. If CITY advances any sums for such purposes, BORROWER shall reimburse CITY therefore on demand, and such advance(s) shall bear interest at two percent (2%) per annum over the highest rate then payable on any of the Liabilities from the date(s) of such advance(s) and both the amount of such advance(s) and such interest shall constitute part of the Liabilities secured hereby.

22. **LEGAL EFFECT** This AGREEMENT binds and inures to the benefit of CITY, BORROWER, and their respective heirs, executors, administrators, representatives, successors and assigns.

23. **CONSTRUCTION** Whenever used in this AGREEMENT, unless the context clearly indicates a contrary intent:

(a) "BORROWER" shall mean each person (whether individual, corporation, partnership or unincorporated association) who executed this AGREEMENT, and any subsequent owner of the Collateral, and its or their respective heirs, executors, administrators, successors and assigns;

(b) "CITY" shall mean CITY of Scranton and its successors and assigns;

(c) the use of any gender shall include all genders;

(d) the singular shall include the plural, and the plural shall include the singular; and,

(e) if BORROWER is more than one person, all agreements, conditions, covenants and provisions of this AGREEMENT shall be joint and several undertaking of each of them and shall bind each of them as fully as though each of them were named specifically herein wherever "BORROWER" is used,

24. **AUTHORIZATION** BORROWER's execution, delivery, and performance of the AGREEMENT and all other related documents has been duly authorized by all necessary actions on the part of BORROWER, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute default under (1) any other agreements or other instruments binding upon BORROWER or (2) any law, governmental regulation, court decree, or other order applicable to BORROWER or to BORROWER'S properties. BORROWER has the power and authority to enter into this Agreement and to grant Collateral as security for the Liabilities. BORROWER has the further power and authority to own and to hold all of BORROWER'S assets and properties and to carry on BORROWER'S business as presently conducted.

25. **APPLICABLE LAW** This AGREEMENT shall be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania. All terms used herein shall have the meanings given to them by the Pennsylvania Uniform Commercial Code, to the extent not otherwise defined herein.

26. **ENTIRE AGREEMENT** This AGREEMENT and the documents executed and delivered pursuant hereto, constitute the entire agreement of the parties and may be amended only by writing signed by or on behalf of each party.

ATTEST:

BORROWER:

Delta Medix, P.C.

Secretary
Jerald B. Gilbert, MD

By:_____
Chief Executive Officer
Margo M. Opsasnick

Date:_____

GUARANTY

Pursuant to this Guaranty dated the ____ day of _____, 2018 the undersigned, listed **Officers & Board Members of Delta Medix, P.C.**, (hereinafter referred to as "**Delta Medix, P.C.**") ("GUARANTOR") a Pennsylvania Professional Corporation with a principal place of business located at 225 Penn Avenue, Scranton, PA 18503, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the principal debtor, **Delta Medix, P.C.**, and all of its liabilities to the City as set forth in that certain Loan to Grant Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to **Delta Medix, P.C.** in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless whether or not all indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the CITY, and such revocation shall not be effective as to indebtedness existing or committed for at the time of actual receipt of such notice by the CITY, or as to any renewals, extensions and re-financings thereof.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the **Delta Medix, P.C.** and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the **Delta Medix, P.C.** liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the **Delta Medix, P.C.** liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the **Delta Medix, P.C.** liabilities to City and with respect to any rights against any persons or persons (including the **Delta Medix, P.C.** and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases; and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the **Delta Medix, P.C.** liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the **Delta Medix, P.C.**, or to any other person; (b) without

proof of demand; (c) without requiring City to resort first to the **Delta Medix, P.C.**, or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice that any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the **Delta Medix, P.C.** liabilities to City or the liability of the undersigned hereunder.

If any of the **Delta Medix, P.C.** liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the **Delta Medix, P.C.** liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or

an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) CONFESSION OF JUDGMENT. GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY ("DELTA MEDIX, P.C."), CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON DELTA MEDIX, P.C. LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUARANTOR, FOR PRINCIPAL AND INTEREST ON DELTA MEDIX, P.C. LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

Jerald B. Gilbert, MD

DATE: _____

So long as the **Delta Medix, P.C.** liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the **Delta Medix, P.C.** or out of the property of the **Delta Medix, P.C.**

A subsequent Guaranty by the undersigned or any other guarantor of the **Delta Medix, P.C.** liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the **Delta Medix, P.C.** liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

It is expressly agreed by the Guarantor and City that in any action or proceeding brought by the Guarantor or otherwise commenced against City arising out of or based upon any provision of this Guaranty the Guarantor, jointly and/or severally for the undersigned, and the Guarantor's heirs, Executors, Administrators, Successors and Assigns hereby waives any right to trial of any issue of fact by jury, whether such trial by jury is provided for by law, equity or applicable rule of civil procedure.

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Jerald B. Gilbert, MD
Board Secretary

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Jerald B. Gilbert, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

DATE _____

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Kristine Kelley, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Title of Officer

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

DATE _____

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Mark A. Frattali, MD**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Terrance P. Lenahan, MD

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Terrance P. Lenahan, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

DATE _____

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **James L. Stefanelli, MD**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Anthony C. Brutico, MD

DATE _____

Commonwealth of Pennsylvania)

SS:

County of Lackawanna

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Anthony C. Brutico, MD**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Keith Pritchky, MD

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Keith Pritchky, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Daniel Brown, MD

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Daniel Brown, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Donald L. Preate, MD

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Donald L. Preate, MD**, known to me (or satisfactorily proven) to be the person whose name is ~~are~~ subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Ira J. Kohn, MD

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Ira J. Kohn, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

J. Robert Ramey, MD

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **J. Robert Ramey, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

James Roche, MD

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **James Roche, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Brian Kapp, MD

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2018, before me, a Notary Public, the undersigned Officer, personally appeared **Brian Kapp, MD**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer



DEPARTMENT OF LAW

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

February 2, 2018

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 FOR THE CITY OF SCRANTON TO
ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT
FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO
GRANT PROGRAM, PROJECT NO. 150.42 IN AN AMOUNT NOT TO EXCEED
\$250,000.00 TO DELTA MEDIX, P.C. TO ASSIST AN ELIGIBLE PROJECT.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

FEB - 5 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

56

RESOLUTION NO. _____

2018

RATIFYING AND APPROVING THE SUBMISSION OF THE GRANT APPLICATION BY THE GRANT MANAGER OF THE CITY OF SCRANTON, LACKAWANNA COUNTY, FOR A PENNSYLVANIA DEPARTMENT OF TRANSPORTATION GREEN LIGHT GO PROGRAM (ROUND 3) GRANT TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT AND DISBURSE THE GRANT FUNDS IN THE AMOUNT OF \$135,200.00 TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE.

WHEREAS, the City of Scranton Grant Manager has submitted a Grant Application for a Grant from the Pennsylvania Department of Transportation Green Light Go Program (Round 3) Grant in the amount of \$135,200.00. The traffic signal at the intersection of Green Ridge Street and Wyoming Avenue is a 1958 ERA Eagle EF20 Electro Mechanical. The Green Ridge Street and Wyoming Avenue intersection is a high traffic area; this outdated and faulty signal is having timing issues and needs immediate replacement. The City of Scranton is underway of updating all the signals in the Green Ridge Street corridor, and the replacement of this signal would be part of that project. The goal is to provide efficient traffic signals, improve traffic flow, and promote safety; and

WHEREAS the total estimated cost of this project is \$169,000.00, with \$135,200.00 from the Department of Transportation Green Light Go Program (Round 3) Grant and matching funds from the City of Scranton Liquid Fuel Funds in the amount of \$33,800.00. A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth at length.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the actions of the City of Scranton Grant Manager 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 accept and disburse the Grant funds in the amount of \$135,200.00 to replace the traffic signal at Green Ridge Street and Wyoming Avenue.

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 of Scranton
Maggie Perry
Grant Manager

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



Date: February 5, 2018

To: Attorney Jessica Boyles

From: Maggie Perry- Grant Manager

Re: Green Light Go Grant- Traffic Signal Replacement Green Ridge Street and Wyoming Avenue

Atty. Boyles,

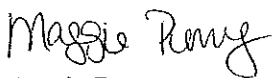
The City of Scranton was awarded \$135,200 through the PENNDOT Green Light Go Program to replace the traffic signal at Green Ridge Street and Wyoming Avenue. The total cost of this project is \$169,000 – the City has committed a funding match of \$33,800 in order to complete this project.

I am requesting that you send legislation to City Council to accept and execute this grant funding.

I also request that the Grant Agreement is signed for acceptance.

If you have any questions or concerns please feel free to contact me at any time.

Respectfully,


Maggie Perry

2016 Green Light-GO Program Application**Scranton City (GLG-2016-35302-0935)****District / County** 04 - Lackawanna County**Project Title** Traffic Signal Replacement Green Ridge Street and Wyoming Avenue**Applicant Contact Information****First Name**

Maggie

Last Name

Perry

Title

Grant Manager

Street Address

340 N. Washington Avenue

City

Scranton

Zip Code

18503

Phone Number

570-558-8335

Alternative Phone Number**E-mail Address**

mamclane@scrantonpa.gov

Project Summary**Project Title**

Traffic Signal Replacement Green Ridge Street and Wyoming Avenue

Project Type

Other

Description of Proposed Project

The traffic signal at the intersection of Green Ridge Street and Wyoming Avenue is a 1958 ERA Eagle EF20 Electro Mechanical. The Green Ridge Street and Wyoming Avenue intersection is a high traffic area; this outdated and faulty signal is having timing issues and needs immediate replacement. The City of Scranton is underway of updating all the signals in the Green Ridge Street corridor, the replacement of this signal would be part of that project.

Is this a multi municipality application? ☐ No**Location****Location Description**

This project would entail replacement of the traffic signal at Green Ridge Street and Wyoming Avenue.

Pennshare ID	Permit No	Municipality	MajorStreet	MinorStreet	Corridor
35302772	NO PERMIT	Scranton City	GREEN RIDGE ST	WYOMING AV	Critical

Project Location Map Attachments

38545-map.pdf

Exhibit D

Page 1 of 7

Project Funding

Project Budget

Activity	Requested Amount	Matched Amount
Preliminary Engineering	\$0.00	\$0.00
Final Budget Cost	\$0.00	\$0.00
Utilities Cost	\$0.00	\$0.00
Right-of-Way Costs	\$0.00	\$0.00
Construction Cost	\$135,200.00	\$33,800.00
Miscellaneous Services	\$0.00	\$0.00
Total	\$135,200.00	\$33,800.00

Total Project Cost	\$169,000.00
Matched Percentage	20.00 %

Matched Funding Sources

- ☐ County Liquid Fuels Funds
- ☒ Municipality Liquid Fuels Funds
- ☐ General Fund Distribution
- ☐ Financed (PIB, Bond, etc.)
- ☐ Act 209 - Municipal Transportation Impact Fees
- ☐ Developer Contributions
- ☐ Private Funds
- ☐ Agility Agreement
- ☐ In-Kind Services
- ☐ Other

Cost Estimate Attachments

38551-Green Ridge St and Wyoming Ave Prel Cost Estimate.pdf
 38860-matching funds letter.pdf

Supporting Documents

38862-matching funds letter.pdf

Terms & Conditions

Eligibility.

- (a) A county, city, borough, incorporated town, township, home rule municipality, or planning organizations (metropolitan or rural) is an eligible applicant for the Green Light – Go Program.
- (b) Grants require at least a 20% match of the total project cost. Except for transportation improvement program funds, the match may consist of any combination of Federal, State, regional, local and private funds, including in-kind contributions such as an exchange of services between the department and municipality.
- (c) Projects awarded will be designed and managed by the applicant in accordance with applicable Department specifications unless otherwise directed by the Department.
- (d) Grants are available for maintenance and capital projects.
 - (1) Maintenance projects may include recurring costs for regional operations such as retiming, developing special event plans, monitoring traffic signals and for maintaining and operating traffic signals.

(7) Cooperation among municipalities in advancing multi-municipal projects and corridors.

(b) Unless otherwise restricted by law, the Department has discretion in the selection of projects and in the determination of funding levels, priorities, critical project selection criteria, project phasing, project design, and specifications and performance criteria.

(1) The Department may establish a formal scoring formula to assist in evaluating project proposals and may amend or adjust that formula from time to time. The Department, however, is not obligated to follow any particular scoring formula and may apply its discretion as necessary to allocate scarce grant funds among eligible projects and applicants in any manner it determines appropriate.

(2) The Department will not disclose evaluation scores or rank to individual applications, except as required by law.

(c) As part of the application evaluation process, the Department may determine that the scope or specifications of a proposed project should be modified to accommodate available funding, anticipated use or to better accommodate potential user needs.

(d) The Department may confer with an applicant to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

(e) The Department may visit the site of a proposed project to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

Offer and acceptance.

(a) The Department will, in writing, notify each applicant which has submitted a completed application whether or not its application was successful.

(b) A written award letter issued to an applicant will describe specific award terms, conditions, and matching fund requirements, and will be accompanied by a grant agreement.

(1) The award letter will have a clearly identified date of issuance or mailing.

(2) The applicant will sign the grant agreement to accept the offer. The award offer letter will also contain instructions to notify an applicant how to decline an offer.

(c) The applicant shall, within 60 days of the date of issuance or mailing of the award offer (whichever is later) and by certified mail, notify the Department, as provided in subsection (b)(2), whether the offer is accepted or declined.

(d) If the applicant fails to return a signed agreement within the time limit set in subsection (c), the offer will lapse and become void. The Department may, at the discretion of the Secretary, extend the deadline for acceptance of the award offer.

(e) At the request of an applicant, the Department may conduct a debriefing with an applicant whose application has been denied.

(1) The applicant may request a debriefing by emailing the Department at RAPDSIGNALFUNDING@pa.gov.

(2) The debriefing request shall provide the name of the municipality, application, and any initial questions regarding the application.

(3) The debriefing will evaluate the requestor's application based on the selection criteria and will not be compared against any other application submissions.

(f) If one or more offers are declined or voided in accordance with subsections (c) and (d), the Department may make an award offer to an applicant initially notified under subsection (a) that an offer would not be made. Timely response to an offer made under this subsection shall be in accordance with subsections (c) and (d).

Project kick-off meeting and field view.

(a) A project kick-off meeting and field view are suggested for larger Green Light - Go Program projects. The Department will determine if a project kick-off meeting and field view are necessary.

(b) The purpose of the kick-off meeting is for the project team to meet and begin to focus on the specific elements of what will be achieved from start to completion of the project.

(c) The meeting should be conducted within 60 days after the Department receives a signed the agreement.

Standards, methods, techniques, designs and special conditions.

Department has the absolute right to inspect the project sites, proposed project sites, records and construction materials.

(b) An inspection may include the following:

- (1) The reproduction and examination of records.
- (2) The taking of samples applicable to evaluation or project quality control.
- (3) The assessment of any factor relevant to the project, application or contract terms related to the award process.

(c) An award recipient's denial of access to records, failure to produce records or obstruction of an inspection may result in the withdrawal of the award and disqualification from future consideration for Green Light - Go grants.

Payment procedures.

(a) Prior to the disbursement of funds, the Department may conduct inspections, testing, review or audit records of accounts to validate, to the satisfaction of the Department, that the disbursement of funds is warranted.

(b) An award recipient, having received payment or partial payment or reimbursement under an award under this chapter, shall, within seven calendar days of receipt of funds from the Department, make payments to vendors and contractors for services and materials properly invoiced under the project.

(c) The award recipient shall provide proof to the Department that payment for project subcontractors has been made within 30 calendar days of receipt of award funds.

(d) An award recipient shall forward requests for payment to the Department on the forms provided, the Department's Grant Management System ([dotGrants](#)), or in a manner specified by the Department. A request must include submission of actual cost documentation consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs satisfactory to the Department.

(e) Payment requests may be made for projects in progress but are limited to one request per month.

(f) All in-kind services should be documented and submitted with each invoice using the In-Kind Contributions Documentation Form available at www.dot.state.pa.us/signals.

Liability; forfeiture of funds; repayment.

If an award recipient fails to comply with the terms and conditions of an award issued under these terms and conditions, the following conditions apply:

(a) The award recipient shall immediately reimburse the Department the amount demanded by the Department, up to the total amount of the award.

(b) The Department may, at the discretion of the Director, disqualify the award recipient from future consideration for Green Light - Go grants.

Waiver.

(a) The Department may waive requirements to submit specific information or data normally required for an application.

(b) Waivers may be provided after written request to the Secretary and formal written response to the applicant by the Secretary or his or her designee prior to submission of the completed application.

☒ I agree to these Terms & Conditions as the applicant

Application Submitted Date 9/30/2016 10:43:57AM



July 6, 2017

Maggie Perry, Grant Manager
Scranton City
340 North Washington Avenue
Scranton, PA 18503

Dear Ms. Perry:

I am pleased to inform you that your application for Pennsylvania's 2016 Green Light-Go Program was approved. The Green Ridge Street and Wyoming Avenue Traffic Signal improvement Project will be awarded the requested amount of \$135,200, once the following steps have been completed and submitted in one package back to the Department:

- (1) **Acceptance Letter.** Provide a municipal letter stating acceptance of the grant award. If you wish to decline this grant, please notify the Department as soon as possible.
- (2) **Grant Agreement.** An Authorized Official, (as per your appropriate municipal code), must sign, date, and complete the attached Grant Agreement.
 - (a) **Resolution.** Provide a signature resolution that identifies the signature authority of the individual signing the Grant Agreement.
- (3) **Funding Match.** Identify the source of the funding match and indicate how the funding can be obtained.

This Grant Agreement must be completed and the original copy returned no later than September 1, 2017. Once the original copy is received and processed, the Department will provide a grant award letter along with the fully executed grant agreement. Note that no work can begin until a fully signed and executed agreement has been provided back to the applicant unless otherwise previously approved by the Department. By accepting the grant, the municipality agrees to the Terms and Conditions outlined in the Grant Application and on the Traffic Signal Portal: (<http://www.dot.state.pa.us/signals>).

Your application is considered a Local Grant Element, which has the following project expectations:

- Project will be a Municipal Managed Project where the municipality is responsible for providing a municipal employee or consultant with approval authority to manage the project development phases from design through construction, as applicable. The Project should not begin until the agreement has been fully executed.
- 20% match commitment from local and/or private funds.

Thank you for your interest in the Commonwealth's transportation system and advancing the Green Light-Go Program. We look forward to seeing your project implemented.

Should you have any questions, please contact Daniel Farley, Chief, Traffic Operations Deployment and Maintenance Section, at 717.783.0333.

Sincerely,

A handwritten signature in black ink, appearing to read "R. N. Roman".

for Richard N. Roman, P.E., Director
Bureau of Maintenance and Operations

Project Estimated Costs

	<u>Grant Amount</u>	<u>Municipal Match</u>	<u>Subtotals</u>
Preliminary Engineering	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Final Design	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Utilities	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Right-of-Way	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Construction	<input type="text" value="\$135,200.00"/>	<input type="text" value="\$33,800.00"/>	<input type="text" value="\$169,000.00"/>
Miscellaneous Services	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>

Total Cost	<input type="text" value="\$135,200.00"/>	<input type="text" value="\$33,800.00"/>	<input type="text" value="\$169,000.00"/>
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Municipal Match %	<input type="text" value="20"/>
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County	<input type="text" value="Lackawanna County"/>
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Municipality	<input type="text" value="Scranton City"/>
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Project Title	<input type="text" value="Traffic Signal Replacement Green Ridge Street and Wyoming Ave"/>
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Terms & Conditions

Eligibility.

- (a) Municipalities are eligible grantees in the Green Light – Go Program.
- (b) Grants require at least a 20% match of the total project costs as identified within 75 Pa. C.S. §9511 (e.1).
- (c) Projects identified as a Local Grant Element will be designed and managed by the applicant in accordance with applicable Department specifications and total project costs will include all costs incurred by the Department.
- (d) Projects identified as a PennDOT Project Element will be designed and managed by the Department in accordance with applicable Department specifications and total project costs will include all costs incurred by the Department.
- (e) Grants are available for maintenance and capital projects.
 - (1) Maintenance projects may include recurring costs for regional operations such as retiming, developing special event plans, monitoring traffic signals and for maintaining and operating traffic signals.
 - (i) Eligible maintenance projects must have a minimum estimated useful life of at least 5 years.
 - (ii) Eligible maintenance projects may not include costs for the acquisition of land, rights to land, buildings or building materials to construct a new building or buildings.
 - (2) Eligible capital projects must have an estimated useful life of at least 18 years and may include non-recurring costs related to maintaining and operating traffic signals, including purchase of any of the following:
 - (i) Equipment upgrades.
 - (ii) new equipment for system expansion.
 - (iii) Land or rights to land or buildings.

Application period and deadlines.

- (a) Applications are to be electronically submitted during the open application period.
- (b) The open application period will be determined by the Department on an annual basis and published in the *Pennsylvania Bulletin*.

(c) Only electronic applications received during the open application period are considered to meet the application deadline for a particular fiscal year.

Application submission procedure.

(a) Applications shall be filed electronically using the dotGrants web-based application or as otherwise determined by the Department.

(b) Applications shall be fully completed by the applicant upon submission and must include, among other criteria specified on the particular application:

(1) Documentation from participating municipalities establishing that the lead municipality is authorized to submit an application on their behalf for a multi-municipal application submission.

(2) Map that identifies the location(s) of traffic signals for which funding is requested.

(3) Anticipated project implementation schedule with identified milestones and completion date (include all key project phases, if applicable).

(4) Documentation of the availability of matching funds and any proposed in-kind services, maintenance agreement, or any other non-financial form of a proposed match.

(5) Detailed cost estimate. All costs will be deemed estimates until the time a formal grant offer is made.

(6) Documentation demonstrating the applicant project's capacity to provide the 50% local funds match, meet inspection requirements, standard contract provisions, and competitive bid requirements.

(7) Documentation demonstrating the applicant project's ability to meet the selection criteria set forth below.

(c) The Department may reject an application which does not include the data required by the application, program policies or applicable laws or regulations.

Public records.

Submissions to the Department may be subject to the requirements of the Right-to-Know Law (65 P. S. §§ 67.101—67.3104) and exceptions thereto.

Selection process and criteria.

(a) The Department will evaluate each eligible project in terms of:

(1) The project's effect on improving safety, enhancing mobility, reducing congestion and greenhouse gases.

(2) How the project supports the regional transportation system consistent with goals of the Statewide Long-Range Transportation Plan, Municipal Comprehensive Plan, local

Department Engineering District, and representative metropolitan planning organization or rural planning organization.

(3) Achieving a positive benefit/cost ratio.

(4) Leveraging available project funds.

(5) The applicant's ability to provide an effective level of maintenance and operations over the useful life of the improvements.

(6) Consistency with priority programs established by the Department, including but not limited to enhancing key freight corridors, transit corridors, and safety/mobility targets.

(7) Cooperation among municipalities in advancing multi-municipal projects and corridors.

(b) Unless otherwise restricted by law, the Department has discretion in the selection of projects and in the determination of funding levels, priorities, critical project selection criteria, project phasing, project design, and specifications and performance criteria.

(1) The Department may establish a formal scoring formula to assist in evaluating project proposals and may amend or adjust that formula from time to time. The Department, however, is not obligated to follow any particular scoring formula and may apply its discretion as necessary to allocate scarce grant funds among eligible projects and applicants in any manner it determines appropriate.

(2) The Department will not disclose evaluation scores or rank to individual applications, except as required by law.

(c) As part of the application evaluation process, the Department may determine that the scope or specifications of a proposed project should be modified to accommodate available funding, anticipated use or to better accommodate potential user needs.

(d) The Department may confer with an applicant to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

(e) The Department may visit the site of a proposed project to clarify the intent of, or to amend the scope or specifications of, a proposed project. The consultation may not be construed as a commitment by the Department to offer an award under this chapter.

Offer and acceptance.

(a) The Department will, in writing, notify each applicant which has submitted a completed application whether or not its application was successful.

(b) A written award letter issued to an applicant will describe specific award terms, conditions, and matching fund requirements, and will be accompanied by a grant agreement.

(1) The award letter will have a clearly identified date of issuance or mailing.

(2) The applicant will sign the grant agreement to accept the offer. The award offer letter will also contain instructions to notify an applicant how to decline an offer.

(c) The applicant shall, within 60 days of the date of issuance or mailing of the award offer (whichever is later) and by certified mail, notify the Department, as provided in subsection (b)(2), whether the offer is accepted or declined.

(d) If the applicant fails to return a signed agreement within the time limit set in subsection (c), the offer will lapse and become void. The Department may, at the discretion of the Secretary, extend the deadline for acceptance of the award offer.

(e) At the request of an applicant, the Department may conduct a debriefing with an applicant whose application has been denied.

(1) The applicant may request a debriefing by emailing the Department at RA-PDSIGNALFUNDING@pa.gov.

(2) The debriefing request shall provide the name of the municipality, application, and any initial questions regarding the application.

(3) The debriefing will evaluate the requestor's application based on the selection criteria and will not be compared against any other application submissions.

(f) If one or more offers are declined or voided in accordance with subsections (c) and (d), the Department may make an award offer to an applicant initially notified under subsection (a) that an offer would not be made. Timely response to an offer made under this subsection shall be in accordance with subsections (c) and (d).

Project Kick-off Meeting and Field View

(a) A project kick-off meeting and field view are suggested for larger Green Light - Go Program projects. The Department will determine if a project kick-off meeting and field view are necessary.

(b) The purpose of the kick-off meeting is for the project team to meet and begin to focus on the specific elements of what will be achieved from start to completion of the project.

(c) The meeting should be conducted within 60 days after the Department receives a signed the agreement.

Standards, methods, techniques, designs and special conditions.

(a) The Department reserves the right to specify or make determination as to the standards, methods, techniques, design and dimensional criteria acceptable in projects funded by awards under this chapter.

(b) The design and construction of an approved project are subject to the review and approval of the Department, including costs, materials, plans, specifications, design and operational details.

(c) Failure to meet special conditions, performance criteria or specifications may result in the withdrawal of the award, disqualification from future consideration for an award under this chapter or declaration of an award recipient to be in default of the terms of the agreement.

(d) Steel products used in a project funded by an award issued under this chapter must comply with the Steel Products Procurement Act (73 P. S. §§ 1881—1887).

Prevailing wage.

Projects funded by awards under this chapter are subject to prevailing wage requirements as required under the Pennsylvania Prevailing Wage Act (43 P. S. §§ 165.1—165.17).

Audits and recordkeeping.

(a) General.

(1) An applicant receiving an award under this chapter shall keep records as the Department may prescribe, including records which facilitate an effective audit and fully disclose:

(i) The amount and disposition by the applicant of the award proceeds.

(ii) The total cost of the plan or program in connection for which the award is given or used.

(iii) The amount and nature of that portion of the cost of the plan or program supplied by other sources.

(2) The Department shall have access to books, documents, papers and records of the award recipient that are pertinent to an award issued under this chapter for the purpose of audit and examination. This includes progress audits during the project.

(3) An award recipient shall establish and maintain an adequate accounting record for an individual project which will allow the Department to determine the legitimacy of costs incurred for the project.

(4) The award recipient shall maintain effective control over and accountability for all funds, property and other assets. Applicants shall adequately safeguard assets and ensure that assets are used solely for authorized purposes.

(5) A award recipient shall establish procedures to minimize the time elapsing between the transfer of funds from the Department and the distribution by the applicant whenever funds are advanced by the Department.

(6) The award recipient shall include a clause in any contract related to the award that allows Department access to the applicant's contractor's records for purposes of accounting and audit.

(b) *Retention of records.*

(1) An award recipient shall retain for 5 years after the date of the submission of the final Department payment documentary evidence such as invoices, cost estimates and negotiation documents regarding any items of project cost. These documents include the following:

- (i) Monthly status updates.
- (ii) Vendor's invoices.
- (iii) Applicable purchase orders.
- (iv) Plans.
- (v) Inspection reports.
- (vi) Final inspection report showing acceptance for the project.
- (vii) A record of disposition or correction of unsatisfactory work.

(2) An award recipient shall retain for 5 years after the date of the submission of the final Department payment evidence of payments for items of project costs including the following:

- (i) Vouchers.
- (ii) Cancelled checks or warrants.
- (iii) Receipts for cash payments.

(3) If audit findings have not been resolved, records shall be retained until the findings have been resolved.

Inspection.

(a) The Department or an agency of the Commonwealth, or both, or a person designated or authorized by the Department has the absolute right to inspect the project sites, proposed project sites, records and construction materials regarding a project funded by an award issued under this chapter.

(b) An inspection ordered by the Department or conducted under this chapter may include the following:

- (1) The reproduction and examination of records.
- (2) The taking of samples applicable to evaluation or project quality control.
- (3) The assessment of any factor relevant to the project, application or contract terms related to the award process.

(c) An award recipient's denial of access to records, failure to produce records or obstruction of an inspection may result in the withdrawal of the award and disqualification from future consideration for awards issued under this chapter.

Payment procedures.

(a) Prior to the disbursement of funds, the Department may conduct inspections, testing, review or audit records of accounts to validate, to the satisfaction of the Department, that the disbursement of funds is warranted.

(b) An award recipient, having received payment or partial payment or reimbursement under an award under this chapter, shall, within 7 calendar days of receipt of funds from the Department, make payments to vendors and contractors for services and materials properly invoiced under the project.

(c) The award recipient shall provide proof to the Department that payment for project subcontractors has been made within 30 calendar days of receipt of award funds.

(d) A award recipient shall forward requests for payment to the Department on the forms provided, the Department's Grant Management System (dotGrants), or in a manner specified by the Department. A request must include submission of actual cost documentation consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs satisfactory to the Department.

(e) Ten percent of each award payment will be withheld by the Department as retainage until final inspection and approval of the project by the Department.

(f) Payment requests may be made for projects in progress but are limited to one request per month.

(g) All in-kind services should be documented and submitted with each invoice using the In-Kind Contributions Documentation Form available at www.dot.state.pa.us/signals.

Liability; forfeiture of funds; repayment.

(a) If an award recipient fails to comply with the terms and conditions of an award issued under this chapter, the following conditions apply:

(1) The award recipient shall immediately reimburse the Department the amount demanded by the Department, up to the total amount of the award.

(2) The Department may, at the discretion of the Director, disqualify the award recipient from future consideration for issued under this chapter.

(b) An award recipient aggrieved by a decision of the Department under this section may take an appeal under 2 Pa.C.S. §§ 501—508 and 701—704 (relating to Administrative Agency Law) and 1 Pa. Code Part II (relating to General Rules of Administrative Practice and Procedure).

Waiver.

(a) The Department may waive requirements to submit specific information or data normally required for an application.

(b) Waivers may be provided after written request to the Secretary and formal written response to the applicant by the Secretary or his or her designee prior to submission of the completed application.

(c) In the event of an emergency or other event deemed of critical concern to the Commonwealth, the Secretary may waive any, or all, of the requirements of this chapter otherwise not prohibited by law.

Effective Date:	EALA #: EALABMS35302
Date of Offer: July 6, 2017	Funds Commitment #:
Internal Order Number: 89975	Agreement #: 2016GLG017
Grantee: Scranton City (35302)	SAP Vendor#: 141721
Project Title: Traffic Signal Replacement Green Ridge Street and Wyoming Avenue	MPMS#: 109416
Total Grant Amount Not to Exceed: \$135,200.00	ECMS#
PennDOT Fiscal Year: 17/18 (Year 3)	X Local Grant Element <input type="checkbox"/> PennDOT Project Element

GRANT/REIMBURSEMENT AGREEMENT

Green Light-Go Program

This Grant/Reimbursement Agreement is made by and between the Commonwealth of Pennsylvania, Department of Transportation (PENNDOT)

and
Scranton City (35302) (GRANTEE).

W I T N E S S E T H:

WHEREAS, 74 Pa.C.S. Chapter 92, added by Act 89 of 2013, provides for the establishment and implementation of a program to allocate funds to municipalities for traffic signals, provided that the municipality match PENNDOT funding in an amount not less than 20% of the amount of the financial assistance being provided; and,

WHEREAS, Under 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 9511(e.1) (relating to allocation of proceeds), the PENNDOT established the Green Light-Go: Pennsylvania's Municipal Partnership Program, also known as the "Green Light-Go Program." The Green Light-Go Program is a competitive application requiring a 20% municipal or private cash match for municipalities to request financial assistance for existing traffic signal maintenance and operations activities identified in 75 Pa.C.S. § 9511(e.1), and,

WHEREAS, PENNDOT invited municipalities to submit grant applications, and GRANTEE's application was selected for participation in the Green Light-Go program; and,

WHEREAS, GRANTEE has signified its willingness to participate in the Green Light-Go program and the PENNDOT agrees to partially fund the GRANTEE's project to the grant amount, in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE:

For and in consideration of the foregoing premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the parties agree as follows:

1. Incorporation by Reference. The foregoing recitals are incorporated by reference as if fully set forth among the terms and conditions of this Grant/Reimbursement Agreement.

2. Scope of Work. The Project consists of 4, as more particularly described in the attached Grant Application(s) (Exhibit D). The Project was competitively selected, and therefore PENNDOT will not allow substantial scope changes or substitute projects after an award is made.

3. Scope of This Agreement.

(a) This Grant/Reimbursement Agreement comprises:

- (i) this document, including its exhibits (Exhibits E, F, G, H, I and J);
- (ii) the Project Estimated Costs (Exhibit A);
- (iii) the Grant Terms and Conditions (Exhibit B);
- (iv) the Grant Offer Letter (Exhibit C); and
- (v) the Grant Application (Exhibit D), and any other document referenced or incorporated in the Grant Application.

(b) Each Grant/Reimbursement Agreement, including its exhibits and referenced documents, applies to only the particular Grant and Project covered by that Grant/Reimbursement Agreement. If there is any ambiguity or inconsistency between the documents constituting this Grant/Reimbursement Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

4. Scope of Funding. The total amount of the Grant is \$135,200.00. Funding by activity will be as follows:

	<u>Grant Amount</u>	<u>Municipal Match</u>	<u>Total Amount</u>
Preliminary Engineering	\$ 0.00	\$ 0.00	\$ 0.00
Final Design	\$ 0.00	\$ 0.00	\$ 0.00
Utilities	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way	\$ 0.00	\$ 0.00	\$ 0.00
Construction	\$135,200.00	\$33,800.00	\$169,000.00
Miscellaneous Services	\$ 0.00	\$ 0.00	\$ 0.00
<hr/>			
Total Cost	\$135,200.00	\$33,800.00	\$169,000.00

5. Term of Grant. The Project funding begins on Grant/Reimbursement Agreement Execution and ends on December 31, 2019 the Expiration Date.

- (a) Project activities for which this Grant/Reimbursement Agreement is written must be completed by the following deadlines:

Completion of Construction	June 30, 2019
Submission of Final Invoice to PENNDOT	August 30, 2019
Agreement Expiration	December 31, 2019

Project deadlines may be extended at PENNDOT's discretion. If not extended, then if a deadline is not met, PENNDOT may:

- (i) suspend payment of the Grant funds until the Project schedule is made current; or
 - (ii) terminate this Grant/Reimbursement Agreement in accordance with the Grant Terms and Conditions regarding liability, forfeiture of funds, and repayment.
- (b) If the Project is not completed and final invoice submitted by the Expiration Date, no additional payments will be made to the GRANTEE, and the remaining funds will revert back to the Green Light-Go program.

6. Local Project Element – Payment of Grant Funds.

- (a) If the Project is considered a local project element as identified on the first page of this Grant/Reimbursement Agreement. If selected, GRANTEE shall have management responsibility for the Project. GRANTEE shall administer all aspects of the performance of the Project.
- (i) The work shall be performed by the GRANTEE's employees, contractors and/or consultants.
 - (ii) GRANTEE shall be responsible for preparing final design plans, specifications and estimates, environmental documents, and right-of-way plans, as necessary, and to perform any required utility relocation.
- (b) PENNDOT will make payments to the GRANTEE through the Automated Clearing House ("ACH"). Within 10 days of the contract execution date, the recipient of the funding must submit or must have already submitted its ACH and electronic addenda information, if desired, to the PennDOT's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Service Center, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101. A copy of the ACH enrollment form can be obtained online at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf
- i) The GRANTEE must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the GRANTEE to properly apply the DEPARTMENT's payment to the respective invoice or program.
 - ii) It is the responsibility of the GRANTEE to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and

complete. Failure to maintain accurate and complete information may result in delays in payments.

(c) GRANTEE shall maintain full and complete records of all receipts and disbursements of all Project funds for three (3) years from the date of final payment of grant funds under this Grant/Reimbursement Agreement to GRANTEE for inspection and/or audit. PENNDOT, or any of its authorized officers, agents or employees, shall have full and complete access to the records to inspect, copy, or carry them away, at any reasonable time during the term of this Grant/Reimbursement Agreement or the three (3) year retention period. The account and records shall comply with generally accepted accounting practices.

(d) Each payment will be made following submission by the GRANTEE of an itemized invoice. To be correctly itemized, the invoice must be in the form of Exhibit (E).

7. PENNDOT Project Element – Use of Grant Funds.

(a) If the Project is considered a PENNDOT project element as identified on the first page of this agreement. PENNDOT shall have management responsibility for the Project. PENNDOT shall administer all aspects of the performance of the Project.

- (i) The work shall be performed by PENNDOT employees, contractors and/or consultants, except as may be otherwise provided in this Grant/Reimbursement Agreement.
- (ii) PENNDOT shall be responsible for preparing final design plans, specifications and estimates, environmental documents, and right-of-way plans, as necessary, and to perform any required utility relocation.
- (iii) PENNDOT shall be responsible for the bidding and award of any necessary contracts for construction and construction inspection. If the amounts bid exceed the Project estimated costs, the parties agree to meet within seven business days to discuss project funding. The parties may agree to re-bid, reduce or alter the Project scope, terminate the Project, or proceed with the Project at the higher cost.
- (iv) During the conduct of the work, PENNDOT is authorized to proceed with and approve any change order provided that the aggregate cost associated with all change orders does not exceed 10% of the total project estimated costs. If the change order cost exceeds 10% of the total project estimated costs, the GRANTEE shall be presented with a change order request for each subsequent change order request. If GRANTEE does not approve any proposed change order, GRANTEE shall notify PENNDOT, in writing, of its disapproval within three business days and the parties shall meet within one business day after the notice is given in an effort to resolve the objection. If no notice of disapproval is given within three business days, the change order shall be deemed approved. The parties shall use their respective best efforts to resolve any objection to a change order raised by GRANTEE. Additionally, once the aggregate of change orders exceeds 10% of the total Project estimated costs, the parties shall promptly meet within seven business days to discuss the change order needs.

(b) The GRANTEE shall reimburse PENNDOT for the municipal match. In any instance where Project costs are incurred in excess of the grant amount, including but not limited to instances where change orders are approved, GRANTEE shall reimburse PENNDOT the excess amount within 30 days after receipt of an invoice from PENNDOT which itemizes the costs and expenses to be reimbursed.

(c) The GRANTEE authorizes PENNDOT to withhold as much of the grant amount and municipal match as may be needed to complete any necessary work and to reimburse PENNDOT in full for all costs incurred, and authorizes PENNDOT to apply those funds to perform and complete the Project.

(d) The scope of funding and Project estimated costs are based on information supplied by the GRANTEE in its application, and PENNDOT relied upon that information to offer the Grant. The grant amount will not be increased, and GRANTEE bears all risk for costs exceeding the project estimates.

(e) PENNDOT shall acquire all rights-of-way necessary to perform the Project in accordance with all applicable federal and state laws, policies and procedures. PENNDOT shall be responsible for all negotiations, defense of all claims and initial payment of all property damages or right-of-way costs resulting from any acquisition and/or condemnation. Acquisition cost shall include, but shall not be limited to, payment of claims of affected property owners, photographic, appraisal and engineering services; title reports; counsel fees; expert witness fees required for the adjudication of all property damage claims; transcripts of testimony before the board of view; and all record costs, including printing costs, in case of appeal to an appellate court. In the event that PENNDOT exercises its power of eminent domain over any real property owned by GRANTEE, GRANTEE agrees to waive just compensation for right-of-way necessary for the Project.

(f) PENNDOT may perform multiple projects for different grants and/or GRANTEES together through a bundled procurement, in order to perform similar projects in the most cost-effective manner. Projects awarded under the PENNDOT Project Element will be evaluated to determine the most fiscally responsible manner of project delivery, considering cost and project management requirements.

(g) GRANTEE shall have the right at all reasonable times and upon reasonable notice to PENNDOT to review PENNDOT's records addressing the bidding, letting, contracting, invoicing and payment for work done on the Project.

8. Reporting. GRANTEE agrees to comply with the reporting requirements contained in PENNDOT Publication 191. GRANTEE also agrees to create and provide a report to the PENNDOT representative at the completion of the Project showing that the work was completed in accordance with this Grant/Reimbursement Agreement, and this report shall include an accounting summary of all funds expended toward the Project.

9. Effective Date. This Grant/Reimbursement Agreement will not be effective until it has been executed by all necessary PENNDOT officials as required by law. Following full execution, PENNDOT will insert the effective date at the top of Page 1. This Grant/Reimbursement Agreement shall remain in effect until the Project is abandoned or the Expiration Date, whichever occurs first.

10. Availability of Funds. The GRANTEE, by executing this Grant/Reimbursement Agreement, certifies that it has on hand sufficient funds to meet all of its obligations under the terms of this Grant/Reimbursement Agreement, and that the GRANTEE, and not PENNDOT, shall bear and provide for all costs incurred in excess of the grant amount.

11. Points of Contact. All notices or other communications that are required or any to be given under this Grant/Reimbursement Agreement shall be addressed as follows:

If to PENNDOT:

Daniel Farley
Traffic Operations Deployment and Maintenance Section
Bureau of Maintenance and Operations, Department of Transportation
400 North Street, 6th Floor
Harrisburg, PA 17120
RA-PDSIGNALFUNDING@pa.gov
FAX: (717)705-0686

If to GRANTEE:

Maggie Perry
Grant Manager
City of Scranton
340 N. Washington Avenue
Scranton, PA 18503
(570)558-8335
mamclane@scrantonpa.gov

or to such other person or address as the parties may provide to each other in writing.

12. Other Contributions. "Other Contributions" means the financial or in-kind contributions other than the Grant set out below:

Contributor	Nature of Contribution	Amount	Timing
		\$	

GRANTEE agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Project. If the Other Contributions are not provided in accordance with this clause, then PENNDOT may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Grant/Reimbursement Agreement in accordance with the General Grant Terms and Conditions regarding liability, forfeiture of funds, and repayment.

13. Equipment and Assets.

(a) GRANTEE agrees to obtain PENNDOT's prior written approval to use the Grant to purchase any equipment or asset for more than \$5,000, apart from those listed in the Grant Application and/or detailed below:

(b) GRANTEE agrees to use the equipment and assets for the purposes of the Project.

(c) GRANTEE agrees that the proceeds of any equipment and assets purchased with the Grant disposed of during the Project must be treated as part of the Grant and used for the purposes of the Project.

14. Relevant Qualifications or Skills.

(a) GRANTEE agrees to ensure that personnel performing work in relation to the Project are appropriately qualified to perform the tasks indicated. In order to properly maintain the traffic signal equipment covered by this applicant, the GRANTEE agrees to provide, as minimum, the following staff throughout the useful life of equipment.

(i) Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs. The Traffic Engineer must possess, at a minimum:

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

(ii) Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment. The Signal Specialist must possess, at a minimum:

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

(iii) Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment. The Signal Technician must possess, at a minimum:

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

(b) The staffing requirements may not be altered by the GRANTEE except by request to PENNDOT and receipt of PENNDOT's written approval, or as superseded by specific staffing requirements provided in PENNDOT's Publication 191.

15. Compliance With Law, Policies and Industry Standards. GRANTEE agrees to comply with the requirements of all of the following legislation, policies and industry standards when undertaking the Project:

- (a) the Manual on Uniform Traffic Control Devices (MUTCD), approved by the Federal Highway Administrator as the National Standard in accordance with Title 23 U.S. Code, Sections 109(d), 114(a), 217, 315, and 402(a), 23 CFR 655, and 49 CFR 1.48(b)(8), 1.48(b)(33), and 1.48(c)(2);
- (b) the Transportation Research Board's Highway Capacity Manual 2010;
- (c) the Pennsylvania Vehicle Code (75 Pa. C.S. §§3111 – 3115 and §§6101 – 6129);
- (d) PENNDOT Regulations (67 Pa. Code §§205 and 212);
- (e) PENNDOT Publication 13M (Design Manual 2: Highway Design);
- (f) PENNDOT Publication 35 (Bulletin 15 - Approved Construction Materials);
- (g) PENNDOT Publication 46 (Traffic Engineering Manual);
- (h) PENNDOT Publication 72M (Roadway Construction Standards);
- (i) PENNDOT Publication 111 (Traffic Control Pavement marking and Signing Standards);
- (j) PENNDOT Publication 148 (Traffic Standards [TC-8800 Series] Signals);
- (k) PENNDOT Publication 191 (Guidelines for the Maintenance and Operation of Traffic Signals);
- (l) PENNDOT Publication 213 (Temporary Traffic Control Guidelines);
- (m) PENNDOT Publication 236 (Handbook of Approved Signs);
- (n) PENNDOT Publication 408 (Highway Specifications);
- (o) PENNDOT Publication 669 (Traffic Signal Inspection Pocket Guide);
- (p) PENNDOT Traffic Engineering Forms; and
- (q) all active PENNDOT Strike-Off Letters.

16. Diverse Business Participation for Non-Federal-Funded Projects. For local transportation organizations, including municipalities that function as transit providers, the GRANTEE shall comply with the provisions of Section 303 of Title 74 of Purdon's Statutes. 74 Pa. C.S. §303 (diverse business participation).

17. Jurisdiction. This Grant/Reimbursement Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts. The GRANTEE consents to the jurisdiction of any court of the

Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The GRANTEE agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

18. No Attachment by Creditors; No Cause of Action. The parties do not intend the benefits of this Grant/Reimbursement Agreement to inure to any third party. No portion of PENNDOT's commitment to make the Grant will be subject to attachment or levy by any creditor of the GRANTEE or by any contractor, subcontractor, materialman, or supplier, or any creditor of any contractor, subcontractor, materialman, or supplier. Notwithstanding anything contained in any document executed in connection with this transaction, or any conduct or course of conduct by any of the parties hereto, before or after signing this Grant/Reimbursement Agreement, this Grant/Reimbursement Agreement shall not be construed as creating any rights, claims, or causes of action against the Commonwealth, or any agency, officer, agent, or employee thereof, in favor of any contractor, subcontractor, supplier of labor or materials, or any of their respective creditors, or any other person or entity other than as specifically provided in this Grant/Reimbursement Agreement.

19. Save Harmless. During the term of this Grant/Reimbursement Agreement, the GRANTEE shall indemnify and save the DEPARTMENT harmless from and against any damages recoverable under the Political Subdivision Tort Claims Act, 42 Pa. C.S. §§8541-8564, up to the limitations on damages under said law arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of GRANTEE and for which a court has held GRANTEE, its officials or employees to be liable under said law. This provision shall not be construed to limit the GRANTEE in asserting any rights or defenses. Maintenance of a traffic signal under this or any other agreement or permit is a maintenance obligation under 42 Pa. C.S. §8542(b)(6)(ii).

20. Required Contract Provisions. The parties agree, and the GRANTEE shall also provide in its contracts for the Project, that all designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable laws, rules, regulations, orders and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination, antisolicitation, information and reporting provisions. The GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the conditions set forth in the current version of the Commonwealth Non-discrimination/Sexual Harassment Clause, which is attached as Exhibit "F" and made a part of this Grant/Reimbursement Agreement. As used in this clause, the term "Contractor" means the GRANTEE.

21. Contractor Integrity Provisions. The GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Integrity Provisions, which are attached as Exhibit "G" and made a part of this Grant/Reimbursement Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

22. Offset Provision. The GRANTEE agrees that the Commonwealth of Pennsylvania ("Commonwealth") may set off the amount of any state tax liability or other obligation of the GRANTEE or its subsidiaries to the Commonwealth against any payments due the GRANTEE under any contract with the Commonwealth.

23. Provisions Concerning the Americans with Disabilities Act. GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the

Provisions Concerning the Americans with Disabilities Act, which are attached as Exhibit "H" and made a part of this Grant/Reimbursement Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

24. Contractor Responsibility Provisions. GRANTEE shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the current version of the Contractor Responsibility Provisions, which are attached as Exhibit "I" and made a part of this Grant/Reimbursement Agreement. As used in these provisions, the term "Contractor" means the GRANTEE.

25. Right-to-Know Law. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Grant/Reimbursement Agreement. Therefore, this Grant/Reimbursement Agreement is subject to, and the GRANTEE shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit "J" and made a part of this Grant/Reimbursement Agreement. As used in this exhibit, the term "Contractor" refers to the GRANTEE.

26. Amendments and Modifications. No alterations or variations to this Grant/Reimbursement Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Grant/Reimbursement Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Grant/Reimbursement Agreement.

27. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant/Reimbursement Agreement.

28. Severability. The provisions of this Grant/Reimbursement Agreement shall be severable. If any phrase, clause, sentence or provision of this Grant/Reimbursement Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Grant/Reimbursement Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

29. No Waiver. Either party may elect not to enforce its rights and remedies under this Grant/Reimbursement Agreement in the event of a breach by other parties of any term or condition of this Grant/Reimbursement Agreement. In any event, the failure by either party to enforce its rights and remedies under this Grant/Reimbursement Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Grant/Reimbursement Agreement.

30. Independence of the Parties. It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the GRANTEE and PENNDOT, or as constituting PENNDOT as the representative or general agent of the GRANTEE for any purpose whatsoever.

31. Assignment. This Grant/Reimbursement Agreement may not be assigned by the GRANTEE, either in whole or in part, without the written consent of the Commonwealth.

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32. Third Party Beneficiary Rights. The parties to this Grant/Reimbursement Agreement understand that this Grant/Reimbursement Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Grant/Reimbursement Agreement.

33. Notices. All notices and reports arising out of, or from, the provisions of this Grant/Reimbursement Agreement shall be in writing and given to the parties at the address provided under this Grant/Reimbursement Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

34. Force Majeure. Neither party shall be liable for failure to perform under this Grant/Reimbursement Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

35. Integration and Merger. This Grant/Reimbursement Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Grant/Reimbursement Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Grant/Reimbursement Agreement made prior to or at the time this Grant/Reimbursement Agreement is executed are superseded by this Grant/Reimbursement Agreement unless specifically accepted by any other term or provision of this Grant/Reimbursement Agreement. There are no conditions precedent to the performance of this Grant/Reimbursement Agreement except as expressly set forth herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Grant/Reimbursement Agreement on the date first above written.

ATTEST:

GRANTEE

Title: DATE

BY _____
Title: DATE

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary of DATE
Transportation

APPROVED AS TO LEGALITY
AND FORM

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____

BY _____
for Chief Counsel Date

BY _____
Deputy General Counsel Date

BY _____
for Comptroller Date

BY _____
Deputy Attorney General Date

Contract No. 2016GLG017 is split 100%, expenditure amount of 0% for federal funds and 100%, expenditure amount of \$135,200.00 for state funds. The related federal assistance program name and number is _____; _____. The state assistance program name and SAP Fund is 1107300113; _____.

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

Date: _____

BY: _____
William L. Courtright, Mayor

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

BY: _____
Jessica L. Eskra, Esq., City Solicitor

Date: _____

Local Project Element – Invoice

(The following screenshots contain sample data and do not depict an actual awarded grant or funding.)

Invoice Summary

dotGrants Bureau of Transportation Operations

Project Name: (GLG INV-2015-21102-0015)

Department / Agency: OK - Cumberland County

Grant ID: 0102281521102-0015

Project Type: Construction - Capital Improvements

Invoice Status: Payment Request

SECTION 1 - THIS INVOICE ACTUALS

ACTIVITY	STATE FUNDING	FEDERAL CONTRIBUTION	TOTAL INVOICE TOTAL
Professional Engineering	\$0.00	\$0.00	\$0.00
Plan Design Cost	\$0.00	\$0.00	\$0.00
Utilities Cost	\$0.00	\$0.00	\$0.00
Right-of-Way Costs	\$0.00	\$0.00	\$0.00
Construction Cost	\$1,000.00	\$0.00	\$1,000.00
Miscellaneous Services	\$0.00	\$0.00	\$0.00
Total Invoice Amount	\$1,000.00	\$0.00	\$1,000.00

SECTION 2 - YTD INVOICE TOTAL

ACTIVITY	STATE FUNDING	FEDERAL CONTRIBUTION	TOTAL INVOICE TOTAL
Professional Engineering	\$0.00	\$0.00	\$0.00
Plan Design Cost	\$0.00	\$0.00	\$0.00
Utilities Cost	\$0.00	\$0.00	\$0.00
Right-of-Way Costs	\$0.00	\$0.00	\$0.00
Construction Cost	\$1,000.00	\$0.00	\$1,000.00
Miscellaneous Services	\$0.00	\$0.00	\$0.00
Total Invoice Amount	\$1,000.00	\$0.00	\$1,000.00

SECTION 3 - REMAINING TO COMPLETE PROJECT

ACTIVITY	STATE FUNDING	FEDERAL CONTRIBUTION	TOTAL
Approved Awarded Amount	\$2,500.00	\$2,500.00	\$5,000.00
Actual Expenses in this Service	\$1,000.00	\$0.00	\$1,000.00
Actual Expenses in Other Services	\$0.00	\$0.00	\$0.00
Remaining Available for this Service	\$1,500.00	\$2,500.00	\$4,000.00
Remaining Available for Other Services	\$0.00	\$0.00	\$0.00

Invoice Entry

dotGrants
 Bureau of Maintenance & Operations
 County of Contra Costa

2015-2016 Fiscal Year
 2015-2016 Fiscal Year
 2015-2016 Fiscal Year

(GLG-INV-2015-21102-0015)
 COUNTY / COUNTY
 COUNTY / COUNTY
 COUNTY / COUNTY
 COUNTY / COUNTY

2015-2016 Fiscal Year
 2015-2016 Fiscal Year
 2015-2016 Fiscal Year

SECTION 1 - AVAILABLE INVOICE AMOUNT

Account	Amount	Amount
Available Grant Amount	\$1,215.00	\$1,215.00
Expenditures - Other Projects	\$336.00	\$336.00
Available Grant Amount	\$879.00	\$879.00

SECTION 2 - BUDGETARY

Account	Amount	Amount
Building Maintenance	\$0.00	\$0.00
Building Maintenance	\$0.00	\$0.00
Building Maintenance	\$0.00	\$0.00
Building Maintenance	\$0.00	\$0.00
Building Maintenance	\$0.00	\$0.00
Building Maintenance	\$0.00	\$0.00
Total	\$0.00	\$0.00

ESTIMATED ACTUAL PROJECT COMPLETION STATUS

2015-2016 Fiscal Year
 2015-2016 Fiscal Year
 2015-2016 Fiscal Year

2015-2016 Fiscal Year
 2015-2016 Fiscal Year
 2015-2016 Fiscal Year

SUPPLIER INVOICES

Supplier Invoice Attachments
 An Attachment has been uploaded

2015-2016 Fiscal Year
 2015-2016 Fiscal Year
 2015-2016 Fiscal Year

Exhibit "E"
Page 3 of 3

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NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

Exhibit F

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Exhibit F

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code* (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offer or, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

Grant Provisions – Right to Know Law

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee’s or Subgrantee’s assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee’s or Subgrantee’s assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee’s or Subgrantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), Grantee or Subgrantee shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee’s or Subgrantee’s possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

EXHIBIT J

f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

EXHIBIT J



DEPARTMENT OF LAW

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

February 5, 2018

RECEIVED

FEB - 5 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RATIFYING AND APPROVING THE SUBMISSION OF THE GRANT APPLICATION BY THE GRANT MANAGER OF THE CITY OF SCRANTON, LACKAWANNA COUNTY, FOR A PENNSYLVANIA DEPARTMENT OF TRANSPORTATION GREEN LIGHT GO PROGRAM (ROUND 3) GRANT TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT AND DISBURSE THE GRANT FUNDS IN THE AMOUNT OF \$135,200.00 TO REPLACE THE TRAFFIC SIGNAL AT GREEN RIDGE STREET AND WYOMING AVENUE.

Respectfully,

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

JLE/sl

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NUMBER 58, 2016, (AS AMENDED) ENTITLED "ESTABLISHING A REGISTRATION PROGRAM FOR RESIDENTIAL RENTAL PROPERTIES; REQUIRING ALL OWNERS OF RESIDENTIAL RENTAL PROPERTIES TO DESIGNATE A PROPERTY MANAGER FOR SERVICE OF PROCESS AND PRESCRIBING DUTIES OF OWNERS, PROPERTY MANAGERS AND OCCUPANTS" BY AMENDING SECTION 3. DEFINITIONS, TENANT, TO ADD A DEFINITION UNDER THE LETTER (H).

WHEREAS, after further review of File of the Council No. 58, 2016, as Amended the Registration Program for Residential Rental Properties Ordinance, City Council has determined that Section 3, Definitions, Tenant, to include an additional definition under the letter (H) .

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 58, 2016 as Amended, is further Amended to read as follows:

SECTION 3 - Definitions

TENANT

H.

An occupant of a rental unit in a double or duplex home or two (2) single units on one (1) deed which is occupied in the remaining unit by the owner of the double or duplex home, or two (2) single units on one (1) deed during the license year.

SECTION 1. In all other respects, File of the Council No. 58, 2016, as Amended, 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 be retroactive to January 1, 2018.

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 LAW

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

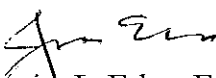
January 22, 2018

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NUMBER 58, 2016, (AS AMENDED) ENTITLED "ESTABLISHING A REGISTRATION PROGRAM FOR RESIDENTIAL RENTAL PROPERTIES; REQUIRING ALL OWNERS OF RESIDENTIAL RENTAL PROPERTIES TO DESIGNATE A PROPERTY MANAGER FOR SERVICE OF PROCESS AND PRESCRIBING DUTIES OF OWNERS, PROPERTY MANAGERS AND OCCUPANTS" BY AMENDING SECTION 3. DEFINITIONS, TENANT, TO ADD A DEFINITION UNDER THE LETTER (H).

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED
JAN 22 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Introduced in Council on above date and
referred to Committee on RULES
February 5, 2018

Scranton, Pa.
Committee on Rules reports favorably
on the within resolution.

L. Reed
City Clerk

Chairman

RESOLUTION NO. 10

2018

(AS AMENDED)

A RESOLUTION IN SUPPORT OF A CITIZENS COMMISSION FOR
LEGISLATIVE AND CONGRESSIONAL REDISTRICTING.

WHEREAS, the citizens of the City of Scranton and the Commonwealth of Pennsylvania deserve a fair, fully transparent, impartial and depoliticized process of the decennial drawing of state legislature and congressional districts of near equal population; and

WHEREAS, legislative and congressional redistricting has at times resulted in gerrymandered districts that favor one political party over others; and

WHEREAS, such gerrymandering of legislative and congressional districts has worked at times to the detriment of our representative democracy; and

WHEREAS, the creation of a truly independent citizens redistricting commission devoid of political motivation or partisanship will: ensure a fair, transparent, and accurate legislative and congressional redistricting process that respects political subdivisions; prohibit districts from being drawn to favor or discriminate against a political party or candidate; require the use of impartial and sound methodology when setting district boundaries; require public input; and fully comply with the constitutional requirement that "no county, city, incorporated town, borough, township or ward" be divided "unless absolutely necessary;" and

WHEREAS, legislation to amend the Pennsylvania Constitution to reform the decennial legislative and congressional redistricting process with the intent of using fairness and sound methodology in a non-partisan fashion is required to ensure these reforms.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Scranton, Lackawanna County, Pennsylvania does hereby support legislative efforts to amend the Pennsylvania Constitution to assign the decennial task of both legislative and congressional redistricting to an independent citizens redistricting commission; and that the Council of the City of Scranton also does hereby support legislative efforts to amend the Pennsylvania Constitution to reduce the size and number of State Representatives in the State House from two hundred and three (203) members to one hundred and fifty-one (151) members per House Bill (H.B.) 153; and

BE IT FURTHER RESOLVED that we call upon all those elected officials and party leaders in the Commonwealth of Pennsylvania who represent the citizens of the City of Scranton to publicly announce their support of and commitment to work towards passage of such legislative efforts.

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.

Passed by the Council

Receiving the Affirmative votes of Council Persons

Negative

President

Approved _____

Mayor

City Clerk

Certified Copy

City of Scranton, Lackawanna County - Fair Redistricting #2

RECEIVED
JAN 29 2018

Hello Members of Council,

OFFICE OF CITY
COUNCIL/CITY CLERK

First, I want to thank you for your continuous efforts to improve Scranton and thank you for the opportunity to address Council. My name is Samantha Maloney, I am a resident of Scranton. I have provided you a copy of my statement today, with references. Additionally, I have provided you with another copy of the resolution that I am asking you to consider.

As mentioned at the end of last year, this resolution is part of a statewide nonpartisan campaign led by the Fair Districts of PA, the League of Women Voters, the PACouncil of Churches and other nonpartisan groups.

<https://www.fairdistrictspa.com/about>

Just a brief re-cap from last time. PA legislators draw their own districts without any oversight or standards to fairness. This, gerrymandering, is not new and has been practiced, for decades by both parties. However, it has grown far worse in recent years due to new mapping and data mining technologies. These allow parties to predict district outcomes with greater precision, and thus they draw borders to protect their control, maximize their influence, minimize their accountability, and keep their seats in office secure. Its called packing and stacking.

<https://www.fairdistrictspa.com/the-problem/how-redistricting-works>

Furthermore, Pennsylvania has the distinction of being cited in the national press as one of the three worst gerrymandered states in the nation. In five different widely used mathematical methods to determine partisan gerrymandering, PA was the ONLY state to rank among the top 5 in all categories.

<http://www.philly.com/philly/news/pennsylvania-gerrymandering-districts-supreme-court-20170814.html>

Since I was here last, two news-worthy events have occurred. First, as you know, Scranton is divided in half having two different State Reps. Now, both have co-sponsored HB722. Second, the State Supreme Court found that the map had in fact been Gerrymandered stating that it "clearly, plainly and palpably violates the Constitution of the Commonwealth of Pennsylvania."

<http://www.pacourts.us/assets/files/setting-6015/file-6740.pdf?cb=b74d61>

Although the Supreme Court has ordered the maps to be redrawn, the ones drawing the maps are still the party leaders. The party leaders on both sides rely on gerrymandering to protect incumbents. The process is and I quote "still operative-driven – it's still backroom deals with big data and highly secretive maps." Furthermore, and again I quote, "Many insiders on the left had planned to use their Supreme Court majority to take the reins in the next round of redistricting under the current system. In effect, some hoped to gerrymander districts back in Democrats' favor, even at the expense of the geographic common sense..."

<http://www.cityandstatepa.com/content/campaigns-brace-disarray-after-snap-gerrymandering-redraw-order#.WmcwO9OXM9c>

See, Gerrymandering is used and will continued to be used unfairly by both parties unless the process is changed. Republicans will lose their voice in a districted so packed with Dems and vice-versa. Voters completely lose in this process.

So, how do we change the process: As mentioned previously, Senate Bill 22 was co-sponsored in a bi-partisan effort by a Republican and a Democrat. It is currently co-sponsored by 16 state senators, including Senator 146

Blake. House Bill 722, has likewise bi-partisan support and is co-sponsored by 102 House members! That is a majority of our state reps and more than any other bill in this session, which is over 2,000 bills.

<https://www.fairdistrictspa.com/solution/our-progress>

This proposed legislation is similar to other successful state redistricting plans across the nation and seeks to establish an 11 member independent citizens' commission.

***Independent:** No current or recent elected officials, candidates, political party officials, or their aides or spouses would be eligible. Any PA registered voters that meet the independent criteria can apply to be part of the commission.

***Transparent:** The commission would establish transparent procedures, follow a strict timetable, and provide meaningful opportunity for public input prior to drawing plans and again before adopting final plans. All information would be available on a publicly accessible website.

***Impartial and ethically bound:** When developing new district boundaries, the commission would not be allowed to consider prior election results, the party affiliations of registered voters, or the addresses of incumbents or any other individuals.

<https://www.fairdistrictspa.com/solution>

Passing HB 722 and SB22 can help change the system of a backroom, secretive map, into a fair transparent system. As Fair Districts PA Chair states "The system is allowing the leadership in both parties to ignore you. A person is not going to solve this for you. It's fixing the system."

Council, you can help change this process. You can help give your constituents a voice. The resolution that I provided you is drafted by Fair Districts and each Resolution gives our legislators more evidence that we want the system fixed; we desire this change.

So far more than 173 county, city, and municipal governing bodies have passed resolutions in support of these bills. Additionally, the Greater Scranton Chamber of Commerce called for support of the bills. Also, five of our neighbors in Lackawanna County have passed this resolution. These communities are: Dunmore, South Abington, Benton, Vandeling, and Waverly.

<https://www.fairdistrictspa.com/take-action/pass-a-local-resolution>

<http://www.scrantonchamber.com/position-statements/>

<http://www.scrantonchamber.com/12687/chamber-calls-for-change-in-re-apportionment-process/>

So, I am asking Council to join your constituents and please consider passing the Fair Districts resolution in support of a fair, fully transparent, and an impartial process of redistricting. Help make every vote count!

Thank you for your time.

A RESOLUTION IN SUPPORT OF A CITIZENS COMMISSION FOR LEGISLATIVE AND CONGRESSIONAL REDISTRICTING

WHEREAS, the citizens of the City of Scranton and the Commonwealth of Pennsylvania deserve a fair, fully transparent, impartial and depoliticized process of the decennial drawing of state legislature and congressional districts of near equal population; and

WHEREAS, legislative and congressional redistricting has at times resulted in gerrymandered districts that favor one political party over others; and

WHEREAS, such gerrymandering of legislative and congressional districts has worked at times to the detriment of our representative democracy; and

WHEREAS, the creation of a truly independent citizens redistricting commission devoid of political motivation or partisanship will: ensure a fair, transparent, and accurate legislative and congressional redistricting process that respects political subdivisions; prohibit districts from being drawn to favor or discriminate against a political party or candidate; require the use of impartial and sound methodology when setting district boundaries; require public input; and fully comply with the constitutional requirement that “no county, city, incorporated town, borough, township or ward” be divided “unless absolutely necessary,” and

WHEREAS, legislation to amend the Pennsylvania Constitution to reform the decennial legislative and congressional redistricting process with the intent of using fairness and sound methodology in a non-partisan fashion is required to ensure these reforms.

NOW, THEREFORE, BE IT RESOLVED that the Scranton City Council does hereby support legislative efforts to amend the Pennsylvania Constitution to assign the decennial task of both legislative and congressional redistricting to an independent citizens redistricting commission; and

BE IT FURTHER RESOLVED that we call upon all those elected officials and party leaders in the Commonwealth of Pennsylvania who represent the citizens of the City of Scranton (see list below) to publicly announce their support of and commitment to work towards passage of such legislative efforts, and that a copy of this resolution be delivered to each of them.

Governor Tom Wolf
Lieutenant Governor Mike Stack
Attorney General Josh Shapiro
Secretary of State Pedro A. Cortés
United States Senator Bob Casey
United States Senator Pat Toomey
United States Representative Matt Cartwright
Pennsylvania Senator John Blake
Pennsylvania Representative Marty Flynn
Pennsylvania Representative Kevin Haggerty
Patrick O'Malley County Commissioner
Jerry Notarianni County Commissioner
Laureen A. Cummings County Commissioner
Mayor William Courtright
Chairman, Democratic Party of Pennsylvania, Marcel Groen
Chairman, Republican Party of Pennsylvania, Val DiGiorgio