

AGENDA
REGULAR MEETING OF COUNCIL
March 26, 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 TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD MARCH 28, 2018.

[Tax Assessor's Report for 3-28-18.pdf](#)
 - 3.B MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD FEBRUARY 21, 2018.

[Firefighters Pension Commission Meeting 2-21-18.pdf](#)
 - 3.C MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD FEBRUARY 21, 2018.

[Non-Uniform Municipal Pension Board Minutes 2-21-18.pdf](#)
 - 3.D MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD FEBRUARY 21, 2018.

[Scranton Police Pension Commission Meeting 2-21-18.pdf](#)
 - 3.E MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD FEBRUARY 21, 2018.

[Composite Pension Board Minutes 2-21-18.pdf](#)

- 3.F AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD MARCH 21, 2018.

[Agenda for Non-Uniform Municipal Pension Board 03-21-18.pdf](#)

- 3.G AGENDA FOR THE CITY PLANNING COMMISSION MEETING TO BE HELD MARCH 28, 2018.

[Agenda for City Planning Commission Meeting 03-28-18.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 – CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229628 ENTITLED “ARLE NORTH MAIN & PARKER” FOR THE RECEIPT OF GRANT FUNDS FROM THE AUTOMATED RED LIGHT TRANSPORTATION ENHANCEMENT GRANT (ARLE) PROGRAM IN ORDER TO PROVIDE FUNDING FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF NORTH MAIN AVENUE AND PARKER STREET.

[Ordinance-2018 Special City Account ARLE Grant Funds North Main and Parker.pdf](#)

- 5.C 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. 150.43 IN AN AMOUNT NOT TO EXCEED \$30,000.00 TO JED POOL TOOLS, INC. TO ASSIST AN ELIGIBLE PROJECT.

[Resolution-2018 Loan to Grant to JED Pool Tools Inc. for \\$30K.pdf](#)

- 5.D FOR INTRODUCTION - A RESOLUTION - ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR GLOBAL ENERGY SERVICES, 20 WEST AYLESBURY ROAD, TIMONIUM, MARYLAND, 21093, FOR REPLACEMENT OF ALL SINGLE PANE WINDOWS WITH NEW DOUBLE PANE ENERGY EFFICIENT COMPOSITE WOOD HUNG WINDOWS CONSISTENT WITH EXISTING WINDOWS; NO BRICK WORK NECESSARY, SITUATED AT THE SCRANTON SCHOOL DISTRICT ADMINISTRATION BUILDING, 425 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503.

[Resolution-2018 HARB Global Energy Svcs new windows SSD Admin Bldg.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 9, 2018 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 12, 1996, (AS AMENDED), ENTITLED "THE CITY OF SCRANTON SUBDIVISION AND LAND DEVELOPMENT ORDINANCE" (SALDO), TO AMEND THE APPROVAL PROCESS FOR LOT LINE ADJUSTMENTS, ANNEXATIONS AND MINOR REVISIONS OF APPROVED PLANS.

[Ordinance-2018 Amend Approval Process for Lot Line Adjustments.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 22, 2018 - APPOINTMENT OF TARA MAN SHANKAR, 840 WHEELER AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE FEBRUARY 27, 2018. MR. SHANKAR WILL BE REPLACING RABBI MOSHE SAKS WHO RESIGNED ON SEPTEMBER 18, 2017. MR. SHANKAR WILL FILL THE UNEXPIRED TERM OF RABBI MOSHE SAKS WHICH IS SCHEDULED TO EXPIRE ON OCTOBER 14, 2018.

[Resolution-2018 Appt. Tara Man Shankar to Human Relations](#)

[Commission.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 23, 2018 - RE-APPOINTMENT OF JOSEPH DEANTONA, 1331 CORNELL STREET, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. DEANTONA'S PRIOR TERM EXPIRED ON DECEMBER 31, 2017 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2022.

[Resolution-2018 Re-Appt Joseph DeAntona to Health & Welfare Authority.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 24, 2018 - RE-APPOINTMENT OF JOHN GRANAHAN, 1504 PRICE STREET, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. GRANAHAN'S PRIOR TERM EXPIRED ON DECEMBER 31, 2017 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2022.

[Resolution-2018 Re-Appt John Granahan to Health & Welfare Authority.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 25, 2018 - RE-APPOINTMENT OF WILLIAM LAZOR, 677 MARY STREET, SCRANTON, PENNSYLVANIA 18508 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. LAZOR'S PRIOR TERM EXPIRED ON DECEMBER 31, 2015 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2020.

[Resolution-2018 Re-Appt William Lazor to Health & Welfare Authority.pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 26, 2018 - RE-APPOINTMENT OF DAVID PHANEUF, 1812 ACADEMY STREET, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. PHANEUF'S PRIOR TERM EXPIRED ON DECEMBER 31, 2014 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2019.

[Resolution-2018 Re-Appt David Phaneuf to Health & Welfare Authority.pdf](#)

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 27, 2018 - RE-APPOINTMENT OF JERRY WEINBERGER, ESQ. 611 NORTH WEBSTER AVENUE, SCRANTON, PENNSYLVANIA 18510 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. WEINBERGER'S PRIOR TERM EXPIRED ON DECEMBER 31, 2014 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2019.

[Resolution-2018 Re-Appt Jerry Weinberger to Health & Welfare Authority.pdf](#)

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 03/28/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	LINDE NGS INC	CARBONDALE CITY	0451307000116	BOYD HUGHES	6500	
12:15 PM	LINDE NGS INC	CARBONDALE CITY	0451307000117	BOYD HUGHES	4500	
12:25 PM	ANDREWS JAMES R & BRITTNEY	ARCHBALD	0950103000103		4500	
12:30 PM	TORRE JAMES T & ANGELIQUE M	ARCHBALD	09402050004		54000	
12:40 PM	STAFURSKY BERNARD J & BARBAR	ARCHBALD	0940101001532	RAYMOND C. RINALDI	56000	
12:50 PM	HRICKO CINDY & JOSEPH	BENTON TWP	01903010006		21100	
1:00 PM	SMOLKO JOHN & JENNIFER	BLAKELY	1031504002103		53500	
1:05 PM	AZZARELLI ROBERT F & VALERIE	DUNMORE	14709090009		8000	
1:15 PM	WALTERS MARK & HEATHER	GREENFIELD TWP	0130202000102		36000	
1:25 PM	WIERZBICKI STANLEY	GREENFIELD TWP	0130202000103		10000	
1:35 PM	SATRIANO JON P	JEFFERSON TWP	1510101001027		64500	
1:45 PM	PIERANGELI ADRIENNE & MASTERS	NEWTON TWP	1110301002811		28200	
1:55 PM	MORANO JAYME & SIERRA	OLYPHANT	11509020025		46000	
2:00 PM	MURO ANNA	SCOTT TWP	0510201000116		39500	
2:10 PM	LESCHINSKY GEORGE & ROBIN	SPRINGBROOK	2180202000202		19500	
2:20 PM	KENOSKY PAUL JOHN	SPRINGBROOK	2100302002202	PAUL KELLY	47750	
2:30 PM	WALBECK TONY & MEGAN KATHLE	ROARING BROOK TWP	1700101001109		53500	
2:40 PM	MACHIESKY ROBERT & STEPHANIE	ROARING BROOK TWP	1700101000162		62300	
2:50 PM	KEEGAN THOMAS C & MEGHAN K	ROARING BROOK TWP	1700101000120		57000	

TOTAL RECORDS 19

RECEIVED

MAR 16 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

Minutes

February 21, 2018

The Scranton Firefighters Pension Commission was called to order at 08:31 hrs. The following members were in attendance:

Chairman John Judge

Secretary Brian Scott

Active Rep. Jim Sable

Retired Rep. Bernard Garvey

Retired Rep. Terry Osborne (Absent)

Attorney Larry Durkin

Controller Rosanne Novembrino

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Motion to accept January 2018 minutes by Sable, second by Garvey. Motion carried.

Correspondence:
None

Bills:

Motion to pay Durkin and MacDonald LCC \$652.50 by Novembrino, second by Scott. On the question: In reference to Osborne requesting legal opinion on what ordinances establish membership of fire pension board, Judge stated members of the board are not to call the board attorney for legal opinions without contacting the board president or asking during public pension meetings. Judge stated no member should have unfettered access to board attorney. Motion to pay bill carried.

Old Business:

Durkin gave opinion that Judge Mazzoni opinion in reference to retiree raises applies to disability pensions, widow pensions, and pre-1987 pensions.

Scott nominated Judge to position of fire pension representative on composite pension board. No other nominations made by board members, Judge assumes position of fire pension representative on composite pension board.

New Business:

Sable discussed meeting that was held with city to discuss disability pensions. Durkin stated there was discussion on list of physicians to be used by board. Durkin stated all conditions have been met in reference to new disability pension language but fire pension board procedures have not been finalized. Judge stated the board acts on city ordinances and not contract language. Judge stated contract states the doctors have to be approved by the fire pension board. Durkin stated the purpose of the meeting was issue of trust fund and guidance on moving forward. Sable stated the union was not expecting the issues that were brought up by the city at the meeting.

Judge asked Durkin for opinion on pension eligibility of the spouses of members that have been married less than five years at date of retirement. Durkin will research the issue and give opinion.

Application for Membership: None

Application for Pension:

Motion by Garvey to grant Edward Morgan a length of service pension, second by Scott. Motion carried.

Motion by Sable to grant Michael Lally a length of service pension, second by Novembrino. Motion carried.

Motion by Sable to grant Robert O'Konski a length of service pension, second by Garvey. Motion carried.

Audience:

None

Motion to Adjourn:

Motion to adjourn by Garvey, second by Novembrino. Motion Carried



Non-Uniform Municipal Pension Fund

MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

FEBRUARY 21, 2018

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, February 21, 2018 at 9:30 a.m. in City Council Chambers.

In attendance were:

Ernest Reich, President

John Hazzouri, Vice President

Roseann Novembrino, City Controller

Larry Durkin, Esquire, Attorney for Board

Lori Reed, Proxy for City Council

Danielle Kennedy, Proxy for Mayor

President Reich asked for a motion to accept the minutes of the January 17, 2018 meeting as presented.

Mr. Hazzouri made a motion to accept the minutes from the prior meeting.

Mrs. Reed seconded the motion.

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

President Reich: First item on our agenda, received an invoice from Durkin MacDonald, LLC in the amount of \$1,031.00 which represents services rendered from January 16, 2018 through February 19, 2018. Do I have a motion to pay?

Mrs. Novembrino made a motion to pay the invoice to Durkin MacDonald.

John Hazzouri seconded the motion.

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

President Reich: Item number 2, received check # 666 dated February 5, 2018 in the amount of \$264.00 from Angela Sulla which represents her pension contributions for 2018. Do I have a motion to accept?

Mr. Hazzouri made a motion to accept Mrs. Sulla's check.

Mrs. Kennedy seconded the motion.

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

President Reich: Item number 3, received check # 5390 dated February 3, 2018 in the amount of \$132.00 from Scott Thomas which represents his pension contributions for the first half of 2018 – January to June. Do I have a motion to accept?

Mr. Hazzouri made a motion to accept Mr. Thomas's check.

Mrs. Reed seconded the motion.

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

President Reich: Opened the meeting to the floor.

Attorney Durkin: In terms of an update on the main appeal of the Board's decision on the double pension people, we got an order from Judge Mazzoni. When they had all appealed from our decision, Mr. Schimes had made a motion with the Court basically asking that the Board be ordered to continue to pay the benefit he had previously been receiving until the appeal was decided. There's a long name for what that's called. We opposed that because we said that the law he was relying on did not apply to the proceeding before the Board. Judge Mazzoni agreed with us and so, basically, he denied Mr. Schimes' motion and upheld our position on it, which is that we do not have to pay him what he previously was receiving while the appeal is going on. If we were to lose the appeal, we will deal with it at that point. So we got that decision since the last meeting.

In early March, the retirees will have to file their brief with the court and then we will file our response to that by the end of March, I think. That's the status of the litigation that we have.

The other one that is out there is the one that Mrs. Sulla brought. We haven't received an amended complaint from them so the ball is in their court to do something. I'll touch base with her lawyer and see where that is between now and the next meeting. That's the update I have on the litigation.

President Reich: Anything else from the Board?

Mrs. Reed: I just have a question. I'm not sure maybe we addressed this at the January meeting but the corrected minutes for December, did we talk about the reason why they were corrected and do we need to accept them?

Attorney Durkin: I think we probably do need to accept them. We did talk about it at a prior meeting. I just don't remember what the issue was. Do you remember what the issue was?

Mrs. Kennedy: The issue was there were the incorrect dates of when the three individuals, Fania, Kelly and Paul, became eligible for the IAM. There were incorrect dates in the minutes. The minutes stated that they were eligible from their date of hire with the City, which was incorrect. It was supposed to be that their eligibility was based on the date that they joined the clerical union, so it just corrected the dates on that.

Mrs. Reed: I recall that conversation. I just didn't realize it was in the minutes.

Mr. Hazzouri: We should make a motion to accept the corrected minutes.

Attorney Durkin: Right. Then these would become the official minutes of the December meeting.

Secretary: Here is the correction in the January minutes. It states it but then I did a corrected copy of the December minutes as well. Then you voted to accept them as amended at last month's meeting.

President Reich: So we are good then.

Mr. Hazzouri: So we are okay then.

Attorney Durkin: But did we also correct December?

Secretary: I corrected them.

Attorney Durkin: All right. I'm sorry. I'm losing track.

Secretary: I did correct them. Remember, because I said 'should give a copy of the corrected minutes to everybody?'

Attorney Durkin: Right.

Secretary: In January, a motion was made not to accept the minutes until the correction was made. I went back and corrected them. So, everybody has a copy of the corrected minutes but in January's minutes it states what the problem was. Is that okay?

Attorney Durkin: Just for the sake of it, I would just do a motion to accept them as corrected.

President Reich: Who wants to make a motion?

Mrs. Novembrino: I will make a motion to accept the corrected minutes.

Mr. Hazzouri: I'll second it.

President Reich: All in favor? (All were in favor). Opposed? Motion carried.

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

President Reich: Okay, do I have a motion to adjourn?

Mrs. Novembrino made a motion to adjourn the meeting.

Mrs. Reed seconded the motion.

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

Meeting adjourned at 9:38 a.m.

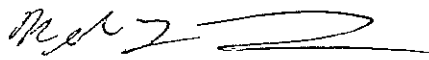
Minutes approved by: _____ Date: _____
Ernie Reich, President

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

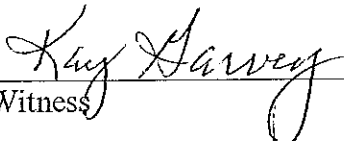
PROXY

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

DATE: 02 21. 18



Mayor William L. Courtright
City of Scranton



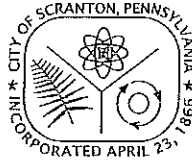
Witness

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



PROXY

Pat Rogan, President
Timothy Perry, Vice President
William Gaughan
Wayne Evans
Kyle Donahue

I, Patrick Rogan, hereby revoke any previous proxies and appoint Lori Reed as my proxy to attend the meeting of:

Non-Uniform pension board

On:

Feb. 21, 2018

And any continuation or adjournment thereof and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

This proxy and the authority represented herein is valid only on the above date and shall not survive said date.

Dated: 2/21/18

Signed: Pat Rogan

Witness: Jeanne Davidson

**SCRANTON POLICE PENSION
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS
FEBRUARY 21, 2018

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. JUSTIN BUTLER- PRESENT
3. NANCY KRAKE- PRESENT
4. MARY LYNN CAREY-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

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ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

MINUTES FROM WEDNESDAY JANUARY 17, 2018 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY CAMMEROTA TO ACCEPT THE MINUTES AND SECONDED BY BUTLER. THE MOTION PASSED.

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. JANUARY 16, 2018 THRU FEBRUARY 19, 2018 TO THE AMOUNT OF \$522.00

A MOTION MADE BY HELRING TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 522.00 FROM JANUARY 16, 2018 THRU FEBRUARY 19, 2018. SECONDED BY BUTLER, ALL IN FAVOR MOTION PASSED.

THE BOARD RECEIVED THE IME FOR DELWIN MORGAN. THE REPORT STATED THAT MORGAN CANNOT BE A POLICE OFFICER ANYMORE. A MOTION WAS MADE

BY HELRING TO GRANT DELWIN MORGAN A DISABILITY PENSION SECONDED BY KRAKE. ALL IN FAVOR.

COMMUNICATION:

TOM TOLAN TALKED ABOUT THE ARBITRATION AWARD THE CITY WON REGARDING THE AGE REQUIREMENT OF 55 TO RETIRE.

LARRY DURKIN BRIEFED THE BOARD ON THE SEWER PROCEEDS. HE STATED THE UNION AND THE CITY HAD TO AGREE TO A LIST OF DR'S AND THE PROCEEDS MOST LIKELY WILL BE TRANSFERRED. ALSO DURKIN STATED THAT THE COMPOSITE BOARD WANTS TO REDUCE THE RATE OF ASSUMPTION. THE COMPOSITE BOARD WILL NEED GUIDANCE FROM THE PLAN ADMINISTRATOR.

A MOTION TO ADJOURN WAS MADE BY CAMMEROTA AND SECONDED BY NOVEMBRINO. MEETING ADJOURNED AT 1032HRS.

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MAR 21 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

COMPOSITE PENSION BOARD MINUTES

February 21, 2018

The regular meeting of the Composite Pension Board was held on Wednesday, February 21st at 11:00AM in City Council Chambers.

The following were in attendance:

DAVID MITCHELL – Pres. – Police Employee Representative
JOHN HAZZOURI – VP – Municipal Employee Representative
ROBERT SENCHAK – Fire Employee Representative
PAUL HELRING – Police Board Representative
ERNIE REICH – Municipal Board Representative
JOHN JUDGE – Fire Board Representative
DANIELLE KENNEDY – (Proxy) Mayor
LORI REED – (Proxy) City Council
ROSEANN NOVEMBRINO – City Controller
LARRY DURKIN – Durkin MacDonald (Legal Counsel) 4/13/2020
MARK YASENCHAK – PFM Group (Trustee)
JAMES KENNEDY – Thomas Anderson & Assoc (Administrator)

David Mitchell... Opened the meeting.

Bills:

Mellon Bank... for \$5,167.64 for the billing period for 10/1 – 12/31/17. Motion to pay made by John Hazzouri, seconded by Danielle Kennedy, all were in favor.

PFM ... in the amount of \$11,543.06 for the period 12/1 – 12/31/17 Motion to pay made by Roseann Novembrino, seconded by John Hazzouri, all were in favor.

Scranton Times... advertisement of the Sunshine Law for 2018's meetings for \$255.70 Motion to pay made by Ernie Reich, seconded by John Hazzouri, all were in favor.

Durkin & MacDonald... for legal services from 1/6 – 2/19/18 for \$1,044.00 Motion to pay made by John Hazzouri, seconded by Ernie Reich, all were in favor

Correspondence:

From PFM which is an audit check to confirm that we paid a bill back in December.

A report from PFM, they will be going over that later on during the meeting.

Copies of the executed contracts with Durkin & MacDonald and VOC Rehab along with a copy of the Trust Agreement that was signed at the last pension meeting.

Dave... He asked the Board if they had anything. John Judge said that at the last meeting he asked Durkin & MacDonald to send their bill earlier. **He made a Motion that the bill be sent to Dave Mitchell and Dave Mitchell will send it to the various boards for their review, 2nd by Robert Senchak, all were in favor.**

Dave said they did had a meeting this past month with the City regarding the sewer proceeds and there are two things that we have to go over during new business or unfinished business.

Mark Yasenchak... Distributed information to the Board and made his presentation. January was a very good month, February was also very solid. The S&P was up 5.7%. Non U.S. Equities did just as well about 5%, the merging market were up about 8.3%. It continues with good strong equity market returns. In February we saw some volatility having given back all of those returns' for the month of February.

The S&P was down as of yesterday about 3.6%, we stand somewhere about 1.92% with the equity markets. Non U.S. Equity Markets are a little worse. We still have some ups and downs. He talked about the Federal Reserve and the interest rates, there is a high probability they will raise them.

The total fund return was 2.9% vs. 2.5% for the benchmark. He reviewed the asset allocation and performance activity. We have seen some of the rising rates of the short term roll into the longer term. He addressed the return on investment it was \$2,130,312 ending market value as of January 31st was almost \$75,000,000.00. As of February 16th the number was \$72,883,493.00 he then reviewed the asset allocation summary.

He reviewed a new investment solution which was a second book he distributed to the Board. He discussed mutual funds about improving the investment offering, pooling assets to drive down costs. PFM has decided to create their own sub advice mutual funds. Right now they own about a dozen mutual funds in the portfolio. What they are going to do is to roll those assets into those PFM managed mutual funds. Those funds will be managed by investment managers just like we have today.

He then reviewed the three mutual funds one for each of the main asset classes which are domestic equity, international equity and fixed income. The only difference here in terms of how a portfolio is allocated is that when you get a bank statement instead of seeing 12 funds you would see 3 funds.

One area that does change is the fees a little bit. This may or it may not be a good option for the City of Scranton. He doesn't see any reason why it wouldn't, again that is for the Board to decide. There is a change to the fee structure because these are PFM branded funds. PFM also has to retain a fee, what they decided which would be somewhat simpler it would be a flat 10 basis points. He reviewed the basis point with the Board. He then talked about the underlying investment expense.

They have 17 clients who want to move into the funds. There was a question and answer session at the end of the presentation. Paul said these funds would benefit us because PFM would have direct access to these funds 24/7 he doesn't have to wait 30-45 days out. It allows them to better manage the portfolio.

Dave Mitchell... Last week he was at a meeting with the City's attorneys', the labor council, Attorney Durkin was there to represent the Board, and the unions regarding the disbursement of the sewer proceeds. As it stands now the City's attorneys' have to get together. They are in the process of doing that with the two union heads in order to sure up one item that was part of the Trust Agreement in order to get the funds released.

As a result of that meeting he was asked by Ned Abrahamson to reach out to Jim Kennedy on two issues. The first issue is what impact it would have if we deposit, it's about \$22,900,000.00 into the fund and what correlation that would have with the MMO if we lowered the assumption rate of return from the current rate of 7.5 to either 7.25 or 7. Without that information the City does not want to make a recommendation of what they would be in agreement to for the Board. Part of the Trust Agreement both us and the City would have to agree to lowering that assumption rate as a result of depositing the almost \$23 million. When he reached out to Jim and Randee one of the questions that was opposed was that in order to accurately give us that information they needed to know how the Board expected the funds to be distributed within the three funds once deposited into the aggregate Composite Pension Fund.

Jim said we had a lot of discussion with Randee about how to give you guys this information. They had done a lot of work previously with the City, very complex forecasting, etc. when they did the other work. They are trying to piggy back on that because it was pricey stuff. Randee sent him a text today basically because they didn't study rates below 7.5. So to do 7.25 and 7 even he's guessing that its' gonna be a ball part of about \$5,000.00 to present that. So we're all aware of that if we want to have the actual work done on that.

Larry said as part of the discussion on a rate reduction they need to know how this money is to be allocated among the three plans. Jim and him and they spoke with Dave a number of times about this, they looked at some of the ways that money is currently allocated between the plans and it seems like one of the funds has a pretty consistent allocation both in terms of the amount of the MMO that is attributed to it in this particular is the Non-Uniform Plan. Both when you look at it in terms of an annual basis when the MMO goes in and also when you step back and you look back at what is the current mix of the assets amount the three plans.

When they looked at the MMO calculation the Non-Uniform Plan is roughly on the most recent MMO payment of roughly 8% was money that was attributable to the Non-Uniform Fund. They also looked at the balance that's attributable in the fund to Non-Uniform, it's around 8%. There is some consistency there. The Police and Fire Plans differ a little bit in no small part because of the funding percentages. You have the police with a higher percent of the total assets of the plan. Currently the fire had a higher allocation of the MMO payment from last year. Non-Uniform seemed pretty consistent.

There obviously is a pretty big difference between the benefit structure of the public safety plans and the Non-Uniform Plan. They're not comparable for the obvious reasons. So it seems like at a base line the initial conversation that he and Jim were having was what could we recommend to the Board. It seemed like to deal with the Non Uniform first. If you take a percentage to Non-Uniform, somewhere between 8 to 10% you would have a contribution to Non-Uniform that would certainly be material in terms of its' asset structure. We didn't look at it for today's values. He thinks that at the end of 16 the asset balance was about \$3.6 or \$3.7 million, if you did somewhere between 8 to 10% of the City proceeds you would have a contribution between \$1.8 or \$2 million. You would have about a 25% infusion into the Non-Uniform Fund, consistent with where the numbers have been.

In terms of the police and fire, from there you have more similarities in terms of the same benefit basically being paid. You have fairly close numbers in terms of the total employees in the two groups. The recommendation that we discussed if you took 8 to 10% for the Non-Uniform and then split it between the police and fire you would have an approval that you could have a rationale to support to go with it. Ultimately this is a decision that the Board is going to have to make. There really isn't a bright line in 205 on this scenario. This decision really isn't contemplated under 205. The Trust Agreement is pretty much silent on this specific issue. So he thinks at some point it is going to come to the Board is going to have to make this decision.

Jim said he has been thinking about this for some time and asked the question about the mechanics on how this is going to work even though we have an aggregated fund we've got to

divide this up when the money comes down. We looked at it at State Aid, head count, asset value, MMO, amortization of unfunded liability, there is all kind of ways to skin a cat on this but the simplest way to do it is to look at the MMO basis and basically carve out Non-Uniform. Let's just say 10% for a rough number. Then you've got 90% left to split that 45 and 45 between fire and police. That seems a very equitable and common sense approach to take on.

They aren't trying to force anything out it was just how do you think about this and we talked about it with Beyer Barbara. Again there is no model. There is not legal or track record or anything. It is really up to the Board to decide how you want to go about this. We thought that was a common sense approach. Also too, very different plans, remember when you talk about State Aid you got two units for each fire and police officer. The benefit structures between fire and police are very similar. They're different then non-uniform so that approach also comes up in the MMO, the unfunded liability, it all ties out and makes common sense when you look at it and that is where we came up with that.

The problem with the study, we just don't have those other two interest rates. Those were very expensive pieces of work that the City took on. So we're trying to minimize any financial impact to the Board too. He is always cautious and so is Randee whether you want to go down that route and study this or not or just put the funds into the plan and start earning returns. This is for the Board to decide but he wanted the Board to be aware and Randee is trying to leverage all the past work in the best way that he can to not reinvent the wheel here. Larry said that the studies that were done allowed \$25,000 or \$30,000 to do. They were very specific as to what is going to be the specific MMO result of each. Jim said they are going to try and have him come to the next meeting. They will try to have the information for the next meeting.

John Hazzouri wanted to know the percentages of each, the police, fire and non-uniform (I couldn't make out the rest of his question) Larry and Jim said they did it looking at the MMO as of 12/31/16 and it ends up being what you look at. The biggest component of all three of these plans MMO's is called the amortization, which is the unfunded liability portion, that is your talking about \$4.8 million this is as of 18's MMO based on the 1/1/17 valuations, 4.8 for police, 6.6 for fire and 1.0 for non-uniform. So when you look at those ratio's and also the MMO's they work out in sort of that same vein where you kind of, if you look at the MMO value of \$13.5 million non-uniform is about 8% or \$1.1, fire is about 52% (had to flip over the tape they continued to talk and I missed what he said)

He knows when the money comes in they are going to have to allocate it to the plan so he wants to be ready so we all have time to think about it. Larry said from their discussion yesterday in terms of if you're looking at the current allocation among the plan assets, not the current percentages, they were from 12/31/16. At that point the fund balance was \$60 million. Non-uniform's assets attributable to the plan were \$3.7 million so that is 6.2 of the plans total

assets. Fire's assets at that point were \$21.7 million that is roughly 35% of the plan asset and police assets at that point were \$34.9 million that's roughly 59% of the total plan assets.

That information tells you something. It tells you what each plan has of the total but the plans are in different states basically. (Someone at the end of the table asked and question, I couldn't make out who it was or what the question was) Jim's response was that they looked at all of those things and that would be a Board level decision. He said quite honestly there are a lot of variable that go into this. The City and the Board want to look at this as being equitable to the members of all the plans in how this works out. That was one of the things so error on the side if non-uniforms coming in at 6.2 to 8%, error on the side if 10% or so, if's that's deemed to be equitable and the issue was how to get these in without having an ongoing debate going back and forth, back and forth for the next year on this allocation. How to keep it fairly simple where you have two plans, where except for past historical issues where you've got different unfunded amounts, that's what's driving the difference that we're talking about basically between police and fire.

Theoretically the benefits, the membership, the assets are fairly similar except for that. Do you want to parcel it on that or do you want to just split it down the middle. That's clearly not for him to say they were just trying to come up with an approach and also not get to mathematical necessarily so that the Board could start talking about it. Jim talked about the actuarials. They do the 1/1/17 and that basis for the 18 and 19. Then they do the 19 and that drives the 20. Nothing is going to get tweaked. What will happen is, let's just say theoretically you dump the \$22.9 right into the plan this year. It's going to get picked up on the 1/1/19 valuation because anything that happens in 18 and 17 automatically, so then what happens is the 20 and 21 MMO's are going to be based on that valuation.

Bob asked if one of the calculations this is like a pension contribution of sorts was there any calculation saying there's X number of employees between the three pension funds and divide that number in and just say a one to one percentage. Say there's 135 members say 135th of that number. Jim said no. There are 25 different ways to do this, no we didn't look at that. One of the things that you can do non-uniform got a significantly higher head count. So when you look at non-uniform on a pure head count basis versus the other two plans that would square things from that perspective. So again there are a number of different ways to draw this.

What they did was they looked at the State Aid allocation which is a head count but remember police and fire get two units versus non-uniform. Larry said he thinks that as of last year the police were at 147, fire 135 and non-uniform were at 226. So when you're doing State Aid what you do is double police and fire it almost works out to thirds at that point. When you double police you end up with 294 you double fire you end up with 270 and the non-uniform is at 226, roughly it's close to a third.

Jim said his goal is to give us some models so that we could start thinking on how to approach this so we don't get to the point where hey the money is ready to go, oh my God how are we going to put it into the fund when the time comes.

Dave's initial thought when he reached out to them to look into this was to base it off of the MMO and then when they did the actual calculation if they did it that way non-uniform would be like 200 and something percent funded and we're still underfunded. It made no rational. Larry said the Tax Office is in it, the Library is in it. The head count is larger than you think. Jim said they played with all of that just to throw out some scenarios for us to start discussing. Dave said a lot of the other scenarios they called him on the phone several times yesterday would be disproportionally giving it if you carve out non-uniform as they're recommending. If you use the other type of formulas like the percentage, the ownership percentage of the fund, the MMO, how the MMO is distributed, how the State Aid is distributed it would disproportionally distribute it between the fire and police. It would cause issues.

Dave asked them to talk to Beyer Barber and figure out what would be the most fair and consistent way of doing it. Because 205 doesn't cover it, nothing covers this type of infusion of funds. When the City was giving the money they put a few strings on it but they did not put those strings. The strings they put on were the unions agreeing to those couple of things the great mandamus and possibly lowering and that's another decision we are going to have to make is if we are going to be agreeable to lowering it and we have to agree with the City.

John Judge said it seems like with that meeting the other day that the union has to do something to satisfy the Trust Agreement as far as the panel of doctors and stuff. Now we have this discussion that is going to hit at the same time as well. The City is probably hot on transferring the money over by the end of the year cause then it will affect the MMO for 20 and 21. Dave said no we want it by the end of the quarter. John Judge said he want's it a lot sooner than that. His theory is if this drags, he wants the money in the trust, he doesn't want it in the account, the Trust Agreement said that it would be put in a Trust Fund. Put it in the Trust Fund because these decisions start dragging out and we can't control what the unions do. I don't know what the fire is doing. It needs to be put in that Trust Agreement. Even in the Minutes Larry said last week the City has the rights to that money. It needs to go in the Trust Account because if this does get dragged out he wants that money in an account so that they can't touch it. When we hammer everything out and make decisions as the Board. They haven't done their part by putting the money in a Trust Account. It's not sitting in a trust.

Paul said how it was explained to him last week the trust would be a waste of money. They are hoping by next month to have it done. John Judge said you said that last month. Dave

said we are pretty confident, hopefully by next month we will be all squared away and the money will be transferred. Danielle said you have to make a decision on how you're splitting it. Jim said that he would think that with Mark if you wanted to you could probably set that aside and leave it in one bucket but it's easier to start it off and have it go in bang, bang, bang or you're going to leave it in one component and then move it at some point. By the way he just wants to add the other point that they thought about too, contractually when you guys were negotiating the sewer and the other things too, police and fire increased the member contributions too. That was something else that was in the back of his mind. What he was thinking about how to come up with this equitable split based on MMO liability etc. and then just splitting it between the two.

Jim asked Mark if they could put it in separately but in an aggregate but leave it in the overall consolidated account without splitting it. Jim said if you lumped summed it at some point allocate it to each of the funds. You could take the whole lump and put it into the fund but then we would have to tell you how to split it at some point. It would come from Mellon. Just like when MMO's go in and they get split up. Paul said so we can accept the money and then decide how to allocate it. Dave said he could hope to have the allocation whether it's next month. Jim said he would like to see it like an MMO where you have boom, boom, boom. Dave thinks it should be decided on before we transfer the money. If they call us next week and everything is good we're not going to hold it up. Larry also spoke to Ned about this and told him that this was out there as an issue. He hasn't heard back, he hasn't heard a position on it from them yet. The City is going to have to vote on something too, on this issue too. The decision has to be made before the money goes in.

The two decisions that this Board has to make, now whatever interest rate we were agreeable to lowering it to the City would still have to concur and they're not sure if they want to go down $\frac{1}{4}$ or $\frac{1}{2}$ of a percent at this point. Bob said the original was \$18 million plus the addition to get to the \$22.9 that additional money above the \$18 was to buy down. Dave said that's correct. That's what they want Randee to put together. Bob said the rate of return was at 8% they bought it down. Dave said it has not been bought down at all, they lowered it to 7.5%. Bob said the understanding was that the difference between the \$18 million to the \$22.9 is what the cost was to buy that cost down for the City.

Larry said this is where the trust language is confusing. There is only one account for the money to go into. So no matter whether you vote to reduce the rate or not all the money is going to go into the fund. Bob said he understands that but is there going to be an additional cost to bring it down another $\frac{1}{4}$ or $\frac{1}{2}$ point. Who pays, who funds that cost. Dave said it would come out of the \$23 million that was deposited.

Jim said to think about it this way, on really simple terms, if you have \$23 million and you lower it down another 25 basis points from 7.5 to 7.25, picking a number out of the air, that

could be \$4 million of the \$12 you lower it down another it could be another \$4 million out of the \$12. What happens is by buying it you're lowering the rate, it's not making the MMO for the City jump up on the next round that's all that's doing. So you're basically saying we're putting in the amount of funds equal for each of these .25% or whatever you decide to do. Say you just buy it down to 7.25% and it's \$4 million it all goes into the fund but that \$4 million in a sense is offsetting the MMO increase in the future. Dave said that's how it was explained to him.

Dave said we can lower it without hearing from Randee right now, we can vote to lower it 1/2%. If the City does not agree to that, John Judge said then we can go back. Dave said he is just trying to explain so that everybody understands so it's not oh we voted to do this why is it not being done. He wants everyone to fully understand that no matter what we agree to. That's why he would rather hear from the City first what they want to do and we could just approve or deny it.

John Judge said what is Randee going to say that is going to change your decision. It's not going to change Dave's decision but he wants the Board to be informed when they are making a decision. John Judge said what information is he going to provide to this Board that is going to change his decision or have any bearing on the decision whether to reduce the interest rate or not. Dave said we can make the decision today. All he is saying is that the City without Randee's report, without the study knowing how it's going to affect their MMO, they're not willing to agree on a percentage drop with the Board.

John Judge asked who is going to pay Randee. Dave said the Board. John Judge asked why are we paying for work that the City wants to get. The City wants the information of what it's going to do to their MMO. Dave said the Board could make a Motion that we are not willing to pay for the study, that is if the City wants it. John Judge said the study is going to cost \$5,000.00 on whether it is going to affect their MMO. Dave said they are presenting it, we don't have to pass it we could put it back on the City. If someone wants to make a Motion he'll entertain a Motion, that's where we stand at this point with this decision that needs to be made. We don't have to necessarily make it right now but the City has asked in order to agree to lower the assumption rate they want to know how it is going to affect the MMO which in return we need Beyber Barber to do a study. They conferred that they want to know how it's going to affect the MMO prior to making a decision to agree or disagree with us.

We are actually piggy backing off of some of the major part of the expenses that were already paid for by the City to do the study to go down to 7.5. Jim said that the Board could also vote to say look we're not going to lower the interest rate we're just going to put the funds in, that's an option too. Dave is of the opinion that he would like to lower it to 7 this is where he would like to see it. Jim said that would help the welfare of the fund in the long run because what happens is we've had a miracle year where we have been way above things but we're not going to run with that. He prepares all the Gatsby reports for 300 plans around the State and

Mark will tell you the same thing. The average return for portfolios is 6 to 6.5% when you're looking at it that's where they are right now. That can change and it's been a little lower because of bond rates but that's where they are.

So for the long term health of the plan if you can start to get those rates down which has been a great improvement from 8 to 7.5 but if we got closer to 7 it would really be good for the long term and also for the City's MMO over the long term because every time you're behind on that interest the MMO pops up again, the unfunded liability increases. Every two years when we do the valuation that we don't hit the theoretical interest rate of the two year period.

Dave's opinion was that it went from 8 to 7.5 because of the COLA. That lowered the MMO and it gave us the ability to buy down a .50%, not buy it but lower it. If we could lower it another .50% down to 7 now we're half way to where the State has recommended we be. When are we going to have an opportunity to lower it that much in a year? Jim said the only reason we were talking about the cost of the study here was just because Dave had reached out to us and Randee and we were trying to get this moving for you all and also not to reinvent the wheel on the work that was done historically.

Dave said regardless, it seems that the consensus is of most of the people that he has spoken to on this Board they would like to see it lowered. We can't get the City to agree to that until they know how it is going to affect the MMO. So do we want to turn around and say we're not going to pay this \$5,000 bill if you want it lowered? John Judge said shouldn't we send a message to them because they gave us the ability in the Trust Agreement, the Board can decide, let's send a message to them that we're asking for it to be lowered a 1/2% so they know what our intentions are and then if they come back and the information from Randee is putting your MMO up to much or whatever and they say it should be 1/4 % we can amend that but at least we're sending a signal to them that it's the Board's opinion that we lower this assumption a half of a percent. He doesn't see any fault with doing that. That doesn't lock it in but at least we sent a message to them that the Board feels this is the appropriate thing to do based on the information from everybody that we've talked to from our fund manager, to our actuarial, to our investment manager that it should be closer to 6 and this is an opportunity and that's where we want to be.

Dave said he wholeheartedly agrees with him but with sending that message he also thinks we should give Randee the go ahead even if it's at our dime to give them the information they need to make the proper decision. **John Judge made a Motion that we vote to lower the interest rate down a half of a percent and to have Randee do the study for this.** Dave said we have a Motion, do we have a second, John Hazzouri asked something I couldn't make out what he said, Dave's response was in the event that we get the money from the sewer authority that we agree to lower the rate of assumption from 7.5 to 7 and that we pay for the study and provide it to the City. Jim said you could also add on to your Motion based on the results of the

study if you want to do that. John Judge said right, Jim said because it's going to be predicated on that, **John Judge said he wants that added to his Motion, seconded by Paul Helring,** anybody on the question, no response, **there was one abstain and 8 said yes.**

Dave said the next thing in order for Randee to go forward do we want to give him some preliminary guidance on how we want to go or what does he exactly need. He doesn't think that the Board is ready on exactly how we are going to split the money up. Jim said he doesn't think that is an issue for him to do the study, they are two separate things. The study is going to look historically not individual plans. Dave said that's how it was relayed to him. Other Board members chimed in agreement. Jim said that's just for deposit. All he is going to look at is basically trying leverage what was there and look at what the impact would be. Basically what the buyout cost would be from 7.5 to 7.25 to 7, those two scenarios.

Dave said on that we don't need to move forward but it's something he would definitely like however they would want to proceed with it by the next meeting to make a decision. The plan right now is as soon as the study is done we're going to get it. He would get a copy and he would forward it to everyone on the Board and then the City will get it. Because that's the main factor that the City needs to whether or not they are going to agree with the Motion we just made to lower the assumption rate down to 7 or maybe to counter us and say we'll only be agreeable to something less. They may come back to us and say they want it at 6.5 % and then we would have to amend our Motion.

At this point we've giving the City authorization to set a percent. If they want it less or more we'll come back to this body obviously to agree and concur with their decision. Jim said if we're going to do the study and we want to look at another rate he doesn't know if it's realistic to go below 7 at this point. But if you want to do that it's better to get it in one shot. If you want to look at that extra scenario let's try to get it in one shot. If something changes he'll reach back to us. Dave said it's not going to substantially change the price. Give us all of the information we need to do this. Jim guesses it may be about two weeks' time before we get it but he can't confirm that until he talks to Randee. Dave said we will not be able to reconsider until the City gives them, we're telling the City we're will to do 7 what are you willing to do. Jim said he will be on the phone with them when he leaves here. Dave said if they come back and we are actually getting the money and we have to have a special meeting, he'll call a special meeting as fast as he can legally do it.

John Judge said so now we need the City's decision on that, the union's to agree on the doctor's thing or whatever and the Board to make a decision on the allocation. The allocation is not an issue because if the money can be put into PFM and then we could make a decision. Dave agreed it sounds that way. It might be another two months before we see this money. He hopes it's not. After we mull it over maybe it's something we can discuss more in depth next month. He would like to have the decision next month if possible if we don't have the money between now and then.

John Judge wanted to know if they could give more information how they looked at it and maybe the breakdown, e-mail it, what you guys had discussed with Dave to something in writing so that they can see. His members come back to him and ask why he can at least say because they based it off of unit value and all of this. Dave said John Hazzouri has to take it back to clerical too.

Bob asked a question about the panel of doctors. Dave told him that is not an issue for this Board. He should discuss it with his union officials. It has nothing to do with this Board.

John Hazzouri asked for a balance. Jim said they don't have it yet, as soon as the financial study is done he can. He said he will get a ball park figure and get back to him. He will give them the unfunded liability, the head count that was used last for State aid. They are all working on the new data, so anything he has he will give them the most current. It doesn't radically change year to year and that way you'll have some of these matrix to look at things. Dave said that's why he wanted to bring it up that way we have a whole month to mull it over but he definitely would like to make that decision next month. Why let it linger, there is no reason to and then it will feel better when the money is deposited. Paul said to Jim as you and Larry next through the calculations on how to do what, this and that your recommendation currently is the easiest way to do it is 10% 45 and 45, that's the recommendation.

Jim said it just seemed like the common sense approach. They looked at the ratios like he said about the non-uniform, the differences between the non-uniform and the other two plans, the contractual increases for member contributions and other things. But again this is nothing that he is trying to pitch that is set in stone. He was trying to come up with something to publicly that is equitable to all of the plans based on asset values, unfunded liability and also to get this resolved because again we could go round and round and round looking at this data. That's why when we talked about it carve out the one and split the other two because the plans were so similar. John Judge said it sounds reasonable he just wants to see it.

Dave asked if anybody had any other questions, no response.

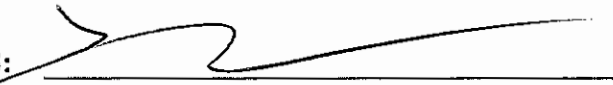
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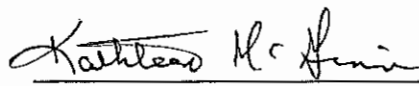
Terri Morgan... Had a few questions which the Board answered.

Motion to adjourn made by Roseann Novembrino, seconded by John Hazzouri, all were in favor.

March 21st is our next meeting.

Minutes approved March 21, 2018:



David Mitchell
President

Kathleen McGinn
Recording Secretary



Non-Uniform Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

AGENDA

MARCH 21, 2018

1. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 1,435.50 WHICH REPRESENTS SERVICES RENDERED FROM FEBRUARY 20, 2018 THROUGH MARCH 19, 2018.
2. RECEIVED CHECK #4677 DATED MARCH 7, 2018 IN THE AMOUNT OF \$264.00 FROM KARIN WALSH WHICH REPRESENTS HER PENSION CONTRIBUTIONS FOR 2018.
3. THREE SINGLE TAX OFFICE EMPLOYEES SUBMITTED REQUESTS TO REPAY PENSION CONTRIBUTIONS REFUNDED TO THEM WHEN THEY WERE LAID OFF IN 2012 AND THEN REHIRED IN 2015 IN ORDER TO BE CREDITED FOR THAT TIME TOWARD THEIR PENSIONS.



CITY PLANNING COMMISSION

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

CITY PLANNING COMMISSION

March 28, 2018

6:00 PM

Meeting Location
City Council Chambers 2nd Floor
City Hall
340 N. Washington Ave.
Scranton, PA

OLD BUSINESS:

NEW BUSINESS:

1. Review of Final Subdivision plan by Joseph Fadden for consolidating 2 lots into 1 lot at 434 Wilbur St. (R-1A zone)
2. Review of Final Land Development plan by Scranton Retail Plaza, LLC to covert a medical office building into 8500 SF into a Market/Grocery at 940 Jefferson Ave. (R-2O zone)
3. Sketch Plan review of proposed 4893 SF Sheetz Convenience/Gasoline Sales store by Randmar Development Co. Inc. at corner of 7th Ave. and Linden St. (C-G zone).

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229628 ENTITLED "ARLE NORTH MAIN & PARKER" FOR THE RECEIPT OF GRANT FUNDS FROM THE AUTOMATED RED LIGHT TRANSPORTATION ENHANCEMENT GRANT (ARLE) PROGRAM IN ORDER TO PROVIDE FUNDING FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF NORTH MAIN AVENUE AND PARKER STREET.

WHEREAS, this Special City Account is being established for the receipt of grant funds from the Automated Red Light Transportation Enhancement Grant (ARLE) Program in order to provide funding for a traffic signal at the intersection of North Main Avenue and Parker Street.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229628 is hereby established and that any and all appropriate City officials are authorized to execute any and all documents necessary to set up said account.

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

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

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



DEPARTMENT OF BUSINESS ADMINISTRATION

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

March 13, 2018

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

Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council creating a new special city account for the purpose of receiving grant funds from the Automated Red Light Transportation Enhancements Grant (ARLE) program. The funds will be used for a traffic signal at the intersection of North main Avenue and Parker Street.

02.229628
ARLE N Main & Parker

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

Very truly yours,

Rebecca McMullen
Business Administrator (Acting)

RLM:nmk

Encls.

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



DEPARTMENT OF LAW

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

RECEIVED

MAR 19 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

March 19, 2018

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING
SPECIAL CITY ACCOUNT NO. 02.229628 ENTITLED "ARLE NORTH MAIN &
PARKER" FOR THE RECEIPT OF GRANT FUNDS FROM THE AUTOMATED
RED LIGHT TRANSPORTATION ENHANCEMENT GRANT (ARLE) PROGRAM
IN ORDER TO PROVIDE FUNDING FOR A TRAFFIC SIGNAL AT THE
INTERSECTION OF NORTH MAIN AVENUE AND PARKER STREET.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

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.150.43 IN AN AMOUNT NOT TO EXCEED \$30,000.00 TO JED POOL TOOLS, INC. TO ASSIST AN ELIGIBLE PROJECT.

WHEREAS, the City of Scranton Office of Economic and Community Development has available Program funds for Project No.150.43, 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 one (1) new full time job for low and moderate income persons; and

WHEREAS, the City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.43, from the City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$30,000.00 to be used for the purchase of equipment to assist in the operations of the JED Pool Tools, Inc. business to be located at 1100 Penn Avenue, Scranton, PA 18509, in order to expand its operations at said location; and

WHEREAS, the Loan will convert to a Grant if JED Pool Tools, Inc., fulfills the job creation requirements contained in the Loan to Grant Agreement; and

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. 150.43, City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$30,000.00 to JED Pool Tools, Inc., a Pennsylvania corporation with a principal place of business located at 1100 Penn Avenue, Scranton, PA 18509.

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

March 12, 2018

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

Re: JED Pool Tools Inc.
OECD / \$30,000.00
Project # 150.43

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 (JED Pool Tools, Inc.) in the amount of \$30,000.00.

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 black ink that reads "Linda B. Aebli".

Linda B. Aebli
Executive Director

Handwritten initials "lba/tp" in black ink, enclosed in a circular scribble.

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
JED POOL TOOLS, INC.**

This Loan to Grant Agreement (hereinafter referred to as the "Loan 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 **JED POOL TOOLS, INC.**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 1100 Penn Avenue, Scranton, PA 18509 (hereinafter referred to as the "Borrower").

WITNESSETH

WHEREAS, the Borrower seeks to expand services at the property located at, 1100 Penn Avenue, Scranton, PA 18509 (the "Property") for commercial uses (such Property also referred to herein as the "Project Site"); and

WHEREAS, the Borrower is seeking to use the Loan for acquisition of equipment to assist with the revitalization of the Property for commercial uses including the opening and operation of a automobile repair center at the Project Site; and

WHEREAS, the Borrower requests financing at lower than conventional rates in order to create a viable business within the City; and

WHEREAS, the Project (as hereinafter defined) will result in the creation of new jobs at the Project Site and the revitalization of the Property for use as a commercial business; 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 Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, City herein agrees to provide financing under the Business and Industry Loan/Grant Program by making a loan to grant to

the Borrower in the amount of Thirty Thousand Dollars (\$30,000.00) (hereinafter referred to as the "Loan" and/or "Grant"); and

WHEREAS, there are funds available from the (HUD) Community Development Block Grant Entitlement Program to make such a loan; and

WHEREAS, the parties wish to herein provide for terms and conditions of repayment of the Loan and conversion of the loan to a grant 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 Community Development Block 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 Entitlement Grant Regulations contained in 24 CFR Part 570, and agrees to comply with all said regulations set forth therein applicable to the Borrower.

2. DESCRIPTION OF PROJECT.

The Loan proceeds will be used by the Borrower only for the acquisition of equipment for the operation of the Borrower's business located within the Project Site (hereinafter referred to as the "Project"). The Loan proceeds cannot be used for any other purpose without the prior written consent of the City's Office of Economic and Community Development.

3. LOAN TO GRANT

a) Funds. The City shall make the Loan to the Borrower in the amount of Thirty Thousand Dollars (\$30,000.00), 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 (6) six months after the Closing Date.

b) 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 accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant and Borrower shall have no further obligation to repay any funds to the City for the Loan.

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

c) Terms for Repayment of Business and Industry Loan/Grant. The Loan shall be evidenced by the Borrower's Promissory Note (the "Note"), dated as of Closing Date, in the principal amount of Thirty Thousand Dollars (\$30,000.00), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 4 hereof and the Loan is not converted to a Grant, then **Six (6)** Months after the Closing Date, the Borrower shall make its initial loan payment of Two Hundred and Eighty-Two Dollars and Eighty One Cents (\$282.81), and thereafter on the same day of each subsequent month, for a total of one hundred and twenty (120) months, the Borrower shall pay Two Hundred and Eighty-Two Dollars and Eighty One Cents (\$282.81) per month. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full by Borrower on or prior to one hundred twenty-six (126) months after the execution of the Loan Agreement. There shall be no penalty for prepayment of the principal balance of the Loan.

d) Disbursement of Proceeds. The proceeds of the Loan shall be disbursed after Closing, to or for the benefit of the Borrower, and as directed by 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 one (1) new, full-time equivalent, permanent employment positions 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 ATTACHMENT "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" will be held by or made available to low and moderate income persons as defined in 24 CFR 570.3.

Borrower agrees to promptly 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, Borrowers 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 the six month time period 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 the Sixth month of the date of this Agreement, 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 Loans equal to the entire 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 Thirty-Six consecutive months after the Closing. Open for Business and Operational shall mean Borrower shall be open for business at least 5 days per week, 10 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 or at the office of the City, after 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 UCC Financing Statement to the City granting a lien on the following Collateral: all equipment of the Borrower; and
- c) the absolute, unconditional and irrevocable personal guaranties of the Loan by **Alan Heyen** and **Cynthia Heyen**, his wife ("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 by the Borrower of the Loan Agreement, Note, Security Agreement, 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 guaranties of the Loan by **Alan Heyen** and **Cynthia Heyen**, his wife.

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 of principal and interest 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 ten 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, or cause to be paid, promptly when due all real estate taxes, sewer rentals, utilities and other municipal assessments, rentals, and charges of every nature and kind at any time levied and imposed on the Property, as well as all debts, obligations, and claims of every nature and kind which, if unpaid, might or could become a lien or charge upon the Property, unless the validity thereof is being contested in good faith by the Borrower by appropriate proceedings diligently conducted to the reasonable satisfaction of the City and the Borrower's liability is covered by escrows or reserves that the City shall reasonably deem adequate;

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 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; and

n) not, without the prior 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;

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 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 therefrom, 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;

l) The Security Agreement granted by the Borrower to the City will create a good and valid first 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 job 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 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.

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 CDBG Grant 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:

JED Pool Tool, Inc
1100 Penn Avenue
Scranton, PA 18509
Attn: Cynthia Heyen

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 Community Development Block Grant 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 one or more 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 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.

This space intentionally left blank

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

CITY:

COUNTERSIGNED

CITY OF SCRANTON

BY: _____
Controller

BY: _____
Mayor

Date: _____

Date: _____

BY: _____
Executive Director
Office of Economic and
Community Development

BY: _____
City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
City Solicitor

Date: _____

BORROWER:

Attest:

JED Pool Tools, Inc.

By: _____
President,
Cynthia Heyen

Date: _____

Date _____

Attachment A as: Exhibit "A"

Business & Industry Loan/Grant Program

BORROWER: JED Pool Tools, Inc

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	40 hr/wk 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)			
Machine Operator	1	0	created	yes	yes

FT JOBS

1

PT JOBS AS FTE

0

TOTAL JOBS

1

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

\$30,000.00

Scranton, Pennsylvania
_____, 2018

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, JED Pool Tools, Inc., (hereinafter called the "Maker"), a Pennsylvania corporation with a principal place of business located at 1100 Penn Avenue, Scranton, PA 18509, 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 Thirty Thousand Dollars (\$30,000.00), (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 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) Payments by Maker to Holder shall commence on the _____ day of _____, 2018, and on the _____ day of each and every month thereafter to and including the _____ day of _____, 20__ and shall be in monthly installments of principal and interest in the amount of Two Hundred and Eighty-Two Dollars and Eighty One Cents (\$282.81).
- (3) Upon the expiration of one hundred twenty six (126) 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: _____
TITLE: _____

(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:

JED Pool Tools, Inc.

By: _____

Alan Heyen

Cynthia Heyen

President

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-

JED POOL TOOLS, INC, a Pennsylvania corporation with a principal place of business located at 1100 Penn Avenue, Scranton, PA 18509 (hereinafter referred to as "BORROWER")

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

WHEREAS, the CITY and BORROWER desire and intend to secure repayment of said Liabilities by BORROWER granting to CITY a 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 machinery and 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.

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 first 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 Thirty Thousand Dollars (\$30,000.00) 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 from CITY, instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, chooses 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 first 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 as previously disclosed in writing and acknowledged by CITY. 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(ES)** 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 segregate all cash proceeds so that they may be identified readily, and deliver the same to CITY at such time or times and in such manner and form as CITY may direct;

(2) 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;

(3) 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;

(4) 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;

(5) notify debtors or obligors of any Accounts or Chattel Paper, or any buyers or lessees of any of the Collateral or any other persons, of CITY'S interest in the Collateral and require such persons to deliver all proceeds to CITY or such other person as CITY may designate, at such time or times and in such manner and form as CITY may direct; and in connection therewith BORROWER irrevocably authorizes and appoints CITY its attorney-in-fact, with full power of substitution, to endorse or sign BORROWER'S name on all collections, checks, notes, drafts, receipts or other instruments or documents, take possession of and open the BORROWER'S mail and remove proceeds therefrom, and such account debtors, Obligors, buyers or lessees may accept the receipt of CITY in such circumstances as a full release and acquittance for any amount so paid;

(6) 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;

(7) 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;

(8) 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;

(9) 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;

(10) prohibit BORROWER from granting any person rebate, refund, allowance or credit, or accepting from any person any return of any Collateral, without CITY'S prior written consent, which consent may be conditioned upon any requirement for payment or additional collateral from BORROWER as CITY, in its sole discretion, may determine;

(11) 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;

(12) 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

(13) take any action which CITY may deem necessary or desirable in order to realize on any of the Collateral, including without limitation the power to perform any contract or to endorse in the name of BORROWER any checks, notes, drafts, receipts or other instruments or documents received in payment of or on account of, or constituting, any of the Collateral, BORROWER irrevocably appoints CITY its attorney-in-fact with full power of substitution for all or any such acts or purposes.

(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 or other Obligor dies, 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 any other Obligor 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 or other Obligor in any involuntary proceedings, or BORROWER or any other Obligor 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 any other Obligor, or BORROWER or other Obligor 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 or any other Obligor advertises a "going out of business" or liquidation sale, or holds or permits such a sale;

(h) BORROWER or any other Obligor 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 or any other Obligor 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 any other Obligor or its rights under any such note, agreement, lease, indenture or mortgage;

(i) any property of BORROWER or any other Obligor 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 or any other Obligor is taken or condemned by any governmental authority;

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

(m) if there is any change in BORROWER'S or any other Obligor's officers, principal owners or partners as the case may be, which is unacceptable to CITY in its sole discretion; or

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

(o) 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 or any other Obligor 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 or any other Obligor;

(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 or any other Obligor, 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** Any notices required to be given to BORROWER shall be deemed reasonably and properly given if mailed at least twenty (20) days before any action contemplated in such notice shall be taken, postage prepaid, addressed to BORROWER at the address set forth in the introduction to this AGREEMENT.

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:

JED POOL TOOLS, INC

By:_____

Alan Heyen

Cynthia Heyen

President

Date:_____

G U A R A N T Y

Pursuant to this Guaranty dated the ____ day of _____, 2018 the undersigned, **Cynthia Heyen**, ("GUARANTOR") 107 Edgewood Drive, Old Forge, PA 18518, 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, **JED Pool Tools, Inc.**, a Pennsylvania corporation with a principal place of business located at 1100 Penn Avenue, Scranton, PA 18509, and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to **JED Pool Tools Inc.**, in the amount of Thirty Thousand Dollars (\$30,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the principal debtor's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the principal debtor's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

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 principal debtor 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 principal debtor's 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 principal debtor's 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 principal debtor's liabilities to City and with respect to any rights against any persons or persons (including the principal debtor 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 principal debtor's 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 principal debtor, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the principal debtor 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 principal debtor's liabilities to City or the liability of the undersigned hereunder.

If any of the principal debtor's liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the principal debtor's 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 JED POOL TOOLS, INC. ("PRINCIPAL DEBTOR"), 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 PRINCIPAL DEBTOR'S 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 GUAARANTOR, FOR PRINCIPAL AND INTEREST ON PRINCIPAL DEBTOR'S 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.

Cynthia Heyen

So long as the Principal Debtor's 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 principal debtor or out of the property of the principal debtor.

A subsequent Guaranty by the undersigned or any other guarantor of the principal debtor's 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 principal debtor's 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,

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.

DATE _____

Title of Officer

G U A R A N T Y

Pursuant to this Guaranty dated the ____ day of _____, 2018 the undersigned, **Alan Heyen**, ("GUARANTOR") 107 Edgewood Drive, Old Forge, PA 18518, 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, **JED Pool Tools, Inc.**, a Pennsylvania corporation with a principal place of business located at 1100 Penn Avenue, Scranton, PA 18509, and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to **JED Pool Tools Inc.**, in the amount of Thirty Thousand Dollars (\$30,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the principal debtor's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the principal debtor's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

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 principal debtor 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 principal debtor's 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 principal debtor's 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 principal debtor's liabilities to City and with respect to any rights against any persons or persons (including the principal debtor 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 principal debtor's 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 principal debtor, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the principal debtor 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 than 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 principal debtor's liabilities to City or the liability of the undersigned hereunder.

If any of the principal debtor's liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the principal debtor's 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 JED POOL TOOLS, INC. ("PRINCIPAL DEBTOR"), 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 PRINCIPAL DEBTOR'S 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 PRINCIPAL DEBTOR'S 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.

Alan Heyen

So long as the Principal Debtor's 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 principal debtor or out of the property of the principal debtor.

A subsequent Guaranty by the undersigned or any other guarantor of the principal debtor's 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 principal debtor's 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,

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.

DATE _____

88



DEPARTMENT OF LAW

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

RECEIVED

MAR 19 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

March 19, 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.150.43 IN AN AMOUNT NOT TO EXCEED \$30,000.00 TO JED POOL TOOLS, INC. TO ASSIST AN ELIGIBLE PROJECT.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR GLOBAL ENERGY SERVICES, 20 WEST AYLESBURY ROAD, TIMONIUM, MARYLAND, 21093, FOR REPLACEMENT OF ALL SINGLE PANE WINDOWS WITH NEW DOUBLE PANE ENERGY EFFICIENT COMPOSITE WOOD HUNG WINDOWS CONSISTENT WITH EXISTING WINDOWS; NO BRICK WORK NECESSARY, SITUATED AT THE SCRANTON SCHOOL DISTRICT ADMINISTRATION BUILDING, 425 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503.

WHEREAS, the Historical Architecture Review Board ("HARB") has convened and reviewed the submission of Global Energy Services, 20 West Aylesbury Road, Timonium, Maryland, 21093, for replacement of all single pane windows with new double pane energy efficient composite wood hung windows consistent with existing windows; no brick work necessary, situated at the Scranton School District Administration Building, 425 North Washington Avenue, Scranton, PA, 18503, a copy of which is attached hereto and marked as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the HARB has determined that the Improvements meets with the guidelines of the HARB and has been recommended for approval by the Governing Body of the City of Scranton; and

WHEREAS, the HARB specifically recommends that a Certificate of Appropriateness be issued for the Improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that City Council hereby accepts the recommendation of the HARB concerning the Improvement, above defined, and approves the issuance of a Certificate of Appropriateness as defined by law and City ordinance.

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.



HISTORICAL ARCHITECTURE REVIEW BOARD

CITY HALL • 340 NORTH WASHINGTON AVE., 4TH FL. • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105

TO: Jessica Eskra
City Solicitor
Law Department

CC: Tim Corbett
HARB Solicitor

FROM: Mary-Pat DeFlice
Confidential Secretary, HARB Coordinator

DATE: March 16, 2018

RE: HARB Recommendation

Enclosed please find the following recommendation from the Historical Architecture Review Board (HARB) regarding the following project:

- Global Energy Services, 20 W. Aylesbury Rd., Timonium, MD, 21093 for replacement of **all** single pane windows with new double pane energy efficient composite wood hung windows consistent with existing windows; no brick work necessary, situated at the Scranton School District Administration Building, 425 N. Washington Avenue, Scranton, PA 18503

A Certificate of Appropriateness was issued for project listed and has received approval from the HARB as long as project falls in line with any zoning following a presentation at their meeting on February 8, 2018.

Please prepare the necessary submission to City Council for review and passage. Thank you in advance for your attention regarding this matter.

/mpd
encl.

Historical Architecture Review Board

City Hall . 340 North Washington Avenue . Scranton, PA 18503

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Building address: 425 N Washington Ave Scranton, PA18503

Owner of building: Scranton School District

Owner's address: 425 N Washington Ave Scranton, PA 18503

Applicant: Global Energy Services, LLC

Applicant's address: 20 W Aylesbury Rd Timonium, MD 21093
Street and number City State Zip

Tax Identification #: 34-2066234

Note: Application form, photographs and required drawings are to be submitted to the City of Scranton's Department of Licensing, Inspections and Permits (340 N Washington Ave, City Hall 4th floor, Scranton, PA 18503) no later than 12:00 noon on the first Monday of the month in order to be placed on the agenda for that month's meeting. All information must be completed in full or it will be not be placed on the agenda or considered for approval, this application will be labeled invalid and will need to be refilled.

1. PHOTOGRAPHS - Photographs of your building and neighboring buildings must accompany your application.

2. TYPE OF WORK PROPOSED – Check all that apply. Please bring any samples or manufactures specifications for products you will use in this project.

- | | |
|---|---|
| <input type="checkbox"/> Trim and decorative woodwork | <input type="checkbox"/> Skylights |
| <input type="checkbox"/> Siding and Masonry | <input type="checkbox"/> Metal work |
| <input type="checkbox"/> Roofing, gutter and downspout | <input type="checkbox"/> Light fixtures |
| <input checked="" type="checkbox"/> Windows, doors, and associated hardware | <input type="checkbox"/> Signs |
| <input type="checkbox"/> Storm windows and storm doors | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Shutters and associated hardware | <input type="checkbox"/> Other _____ |

3. DRAWINGS OF PROPOSED WORK – Required drawings must accompany your application. Please submit ten (10) copies of 8-1/2"x 11" or 11" x 17" drawings.

- ☒ Alteration, renovation, restoration (1/4 or 1/8"=1'0" scale drawings required IF walls or openings altered.)
- ☐ New addition (1/4" or 1/8"=1'0" scale drawings: elevations, floor plans, site plan)
- ☐ New building or structure (1/4" or 1/8"=1'0" scale drawings: elevations, floor plans, site plan)
- ☐ Demolition, removal of building features or building (1/4" or 1/8"=1'0" scale drawings: elevation of remaining site and site plan)

4. **DESCRIBE PROJECT** - Describe any work checked in #2 and #3 above. Attach additional sheets as needed.
Replacement of 190 each windows with new composite wood double hung windows. Spec sheets and picture attached.

5. **BUILDING USE** - Describe the current use and the proposed use of this property. Attach additional sheets as needed.

No Change

6. **APPLICANT'S SIGNATURE:** _____

Date: _____

DO NOT WRITE BELOW THIS LINE: FOR COMMISSION USE ONLY

Presented at Commission Meeting on: February 8, 2018

Reviewed by: HARB Date: 2/8/18

Commission Recommendations:

HARB approves with a majority vote the replacement of all single pane windows with double pane energy efficient composite wood hung windows, consistent with existing windows; no brick work necessary.

Additional Comments:

Commission Members:

John Moore / Chairman

Lee Borthwick, PE; Dr. Peter Cupple; Wayne Evans; Richard Leonori, AIA; William Lesniak; Michael Muller; Ella Rayburn; Ralph Scartell







Sales & Administrative Offices:
322 Laurel Street • P.O. Box 708 • Pittston, PA 18640
570-655-2811 • 800-338-9997 • FAX: 570-655-3422
E-Mail: sales@interstatebldg.com

Window Manufacturing Plant:
3000 North Township Boulevard • Pittston, PA 18640
570-655-8496 • FAX: 570-655-3242

Series 1700
4 9/16
Composite Wood
Sloped Sill, Tilt Double Hung Window
Architectural Specifications

Part 1: Products: a) Composite Wood replacement/New Construction windows shall be similar to INTERSTATE 9400 series double hung window as manufactured by INTERSTATE Building Materials, Inc., Pittston Twp., PA.

Part 2: Testing: a) Windows have been structurally tested and certified by independent testing laboratories and meet or surpass AAMA/WDMA/CSA 101/S.2/A440-05 grade *H-LC30 performance requirements. Air infiltration shall not exceed 0.14 cfm/ft at 25 mph. ASTM E 2068 operating force not to exceed 15 lbf.

b) The window shall have a U value not to exceed X (see options below), R-value not to exceed X (see options below), SHGC (Solar Heat Gain Coefficient) not to exceed X (see options below) and VT (Visible Light Transmittance) not to exceed X (see options below), tested in accordance with NFRC 100-97 & 200.c) Windows have been thermally tested to National Fenestration Rating Council NFRC 100-97 & 200 test methods based on the window unit (not center of glass), and residential values, and are certified by independent testing laboratories to meet or exceed the architect's choice of the glass options shown below:

Series	Glass Options	U-Value	U-Value Grids	SHGC	SHGC Grids	VT	VT Grids
Double Hung	CG7036 LowE/Argon	0.25	0.25	0.27	0.24	0.49	0.47
	Duel Enery Saver IS LowE/Argon	0.21	0.22	0.27	0.24	0.48	0.42
	Fuel Saver Triple Pane LowE/Double Argon	0.19	0.19	0.22	0.20	0.39	0.34
	Fuel Saver Triple Pane LowE/Argon/Krypton	0.17	0.17	0.21	0.19	0.39	0.34

d) Window manufacturer shall certify that windows are US Department of Energy; Energy Star qualified with optional RLE 71/38 Low E/argon gas filled insulated glass.

Part 3: Materials: 1) CompositWood Profiles: Window extrusions shall be extruded from high quality, proprietary blend of specialty polymer and acrylic resins , creating an engineered composite, solid core material and shall confirm to AAMA/WDMA/CSA 101/LS2/A440-05. Extrusions for all window styles utilized on the project shall have a flat traditional wood like exterior

profile with a permanent color surface technology called SuperCap which is fused to the core material during the extrusion process to create a durable, high impact weatherable and fade resistant surface. SuperCap finish is available in White on both the interior and exterior. Additional SuperCap colors of Dark Bronze, Adobe, Brick Red and Hunter Green are available on the exterior on a per job basis along with 10 standard factory painted finishes or a virtually unlimited custom color option. Interior finish could be white SuperCap along with a real Clear Pine laminate, which is stainable or paintable.

A) CompositWood Profile performance

A1) ASTM D570 Methodology:

Water Absorption % Mass <2.3%

Water Absorption % Thickness <1.0%

A2) ASTM D 363 Surface Hardness:

>8H in Pencil Hardness

A3) ASTM 4216 Dent Resistance:

Impact Strength >300 in-lb./in

A4) AAMA 308 Average (Maximum % Shrink Requirements):

Shrinkage % average <1.3%

Shrinkage % Maximum <1.5%

A5) ASTM D4060 Abrasion Test:

Pass

A6) ASTM D1037 Screw Retention:

>600 lbs/inch,face

A7) K Value (Energy Transfer):

< .37 BTU.inch/hour.ft².f⁰

2) Fasteners are to be stainless; cadmium plated or zinc plated steel.

3) Hardware: 1. Tilt latches are to be acetal, nylon, PVC, or polycarbonate with stainless steel springs. Tilt latches are to be completely housed within the window sash members; only the thumb latch mechanism is to be raised externally above the sash to allow for easy operation of the tilt-latch mechanism.

4. Sash Lift Rail: The lower lift rail is designed with a recessed finger pull extruded directly into the profile running the complete width of the sash creating a clean wood like appearance. The upper sash will be constructed without a lift handle as a standard with an optional applied handle. Optional factory applied cadmium plated steel pulls are available in multiple powder coated colors upon request.

5. Window locks are to be cam action positive locks of cadmium plated steel, with powder coated finish to match the window color and shall be routed into the profile and fastened to the sash using stainless steel fasteners. Keepers are to be routed into the face of the profile, fastened to the profile using stainless steel fasteners and attached in such a way as not to eliminate continuous interlock.

6. Balances are to be INTERSTATE "Light LiftII®" type coil balance, 301 high yield stainless type with no tensioning required and allow for a uniform load throughout sash travel. Balance cases are to be molded from acetal for its superior lubricous qualities. The coil balance system is to be comprised of the following: i) one or more 2-piece acetal housings which encase the stainless steel coils; ii) 301 high yield stainless steel coil springs with sufficient strength to hold the sash stationary in any position; iii) stamped aluminum mounting bracket to affix the coils to the window jamb frame; iv) balances are to be mounted in such a way that the fabricated end of the coil is attached to the window jamb frame with the metal bracket, allowing the acetal housing and stainless steel coil to move vertically within the window jamb frame balance track together with the vertical movement of

the window sash.e) Balance shoes are to be constructed of molded nylon 6/6 type 6601-L lubricating nylon type with zinc plated, cadmium plated or stainless steel balance hooks and tilt pins.

7. Jamb adjuster screws, if used, are to be cadmium, zinc plated, or stainless steel.

8. Balance plugs are to be installed in the bottom sash tracks, above each balance housing and are to be designed to tightly fit within the window jamb balance track frame. Balance plugs are to be made of a 1" thick high density felt and are to move vertically within the window jamb frame together with the window sash movement. Balance plugs are to be long lasting and prevent the excessive passage of air from the window jamb balance track into the building.

9. Weatherstrip - All windows are to be weatherstripped with a combination of hollow, or foam filled bulbs along with finseal/pile construction of polypropylene and conforming to AAMA 701.2 standards.

10. Insect screens shall be constructed with extruded aluminum frames for full and half screens, painted to match windows and with fiberglass mesh screen cloth. Screens are to be held securely in place by spring clips and which are mounted on one side of the screen frame and are to be easily removed. Insect screens are intended to provide reasonable insect control and are not for the purpose of providing security or to prevent intentional or accidental human passage or penetration.

Part 4: Construction: a) Structural Members:

1) Reinforcing members, where used, are .260 and .135 thick aluminum extrusions attached to the profiles using stainless steel fasteners and attached in a way to be un-seen to maintain a clean appearance.

2) Frames will have a factory fusion welded at the head with the sill being mechanically and chemically attached. Frames of multiple units are to be joined with structural mull system utilizes a snap-in composite extrusions with each frame fastened through their profile into the opposite frame. Main frame jamb width is to be 4 9/16.

3) Sill is a true slope design with a water dam leg, which is sealed its entire height.

Part 5: Fabrication: a) All frame and sash members are to be secured with either mortise & tenon or biscuit joined, chemically welded and stainless fasteners. Sashes are to have weep holes to evacuate any water that may enter the sash to help prevent glass failure. b) All mechanical fasteners are to be installed in a structurally sound fashion so as to present a smooth clean appearance and are concealed wherever possible.

c) Glass is to be held in place by PVC snap-in glazing beads, which are to be located on exterior of sash, and is to be wet glazed to the sash with Tremglaze-S300 brand or equal silicone sealant.

Part 6: Glass and Glazing: a) Glass and glazing: Windows are all factory glazed with sealed insulated glass. Glass units must be job site replaceable from inside of building.

b) Glass installed in the window units meet Federal Specification - FS-DD-G-451D and is of glazing quality.

c) Safety glazings meet requirements of CPSC-16CFR-1201 and ANSI Z97.1.

d) Insulating glass units are to be assembled with TruSeal's Duralite®, an insulating glass edge seal system constructed using a unique Composite Laminating Technology. Duralite is preassembled with proven components, sealant, spacer and desiccant to create a high-performance durable spacer system.

Certification Standards

> EN-1279:2002 Parts 2, 3, 4, Part 6 B & C

> ASTM E2190

> ASTM E774 level CBA

> CGSB 12.8-97

> GOST 24866-99

Part 7: Delivery, Storage and Handling: a) Windows are to be fully plastic wrap packaged to provide protection from normal shipping and handling practices. b) Windows are to be stored inside a clean, well-drained, well ventilated area free of dust and corrosive fumes. Windows must not be stored above 120°F.

c) Windows are to be stacked vertically on edge so that water cannot accumulate on or within materials.

d) Windows may not be stored in direct sunlight when covered with plastic wrapping.

Part 8: Installation: a) Preparation: All rough openings shall be dimensionally square, plumb, level, clean and provide a solid anchoring surface in accordance with INTERSTATE installation instructions.

b) Windows shall be installed only by skilled tradesmen in accordance with the manufacturer's instructions and shop drawings.

c) Windows shall be sealed around the head, sill and side frame members in a weathertight fashion in accordance with the manufacturer's instructions. Sealant shall have a dynamic movement capability of at least +/-50% and an outdoor weathering life of 10 years or more. Sealant is to be Tremglaze-S300 brand, or equal, that is compatible with and adheres to vinyl framing and existing materials.

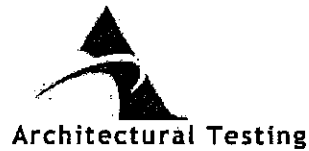
Part 9: Warranty: a) CompositWood SuperCap main frame and sash profiles carry a Life Time warranty not to rot, pit, corrode, peel, blister or subject to insect decay. **Factory painted** custom colors are warrantied for **15 years** from date of manufacture.

b) **Insulated glass** shall carry a **20 year warranty** not to show material obstruction of vision resulting from film formation caused by moisture between the glass panes due to failure of the airtight seal under normal use and service.

Interstate Building Materials, Inc.
12-2013

-END-

12/2013



TEST REPORT

Report No.: B2149.05-250-44

Rendered to:

INTERSTATE BUILDING MATERIALS, INC.
Pittston, Pennsylvania

PRODUCT TYPE: PVC Double Hung Window
SERIES/MODEL: 9400 DH

SPECIFICATION: AAMA/WDMA/CSA 101/1.S.2/A440-08, *NAFS - North American Fenestration Standard/Specification for Windows, Doors, and Skylights*

Test Dates: 08/02/11
Through: 08/03/11
Report Date: 11/15/12
Test Record Retention Date: 08/03/15

Summary of Results

Summary of Results	
Title	Test Specimen #1
Primary Product Designator	Class LC – PG25 1219 x 2032 (48 x 80)
Design Pressure	±1680 Pa (±25.06 psf)
Air Infiltration	0.7 L/s/m ² (0.14 cfm/ft ²)
Water Penetration Resistance Test Pressure	220 Pa (4.60 psf)

Summary of Results	
Title	Test Specimen #2
Primary Product Designator	Class LC – PG30 1219 x 2032 (48 x 80)
Design Pressure	±1440 Pa (±30.08 psf)
Air Infiltration	0.7 L/s/m ² (0.14 cfm/ft ²)
Water Penetration Resistance Test Pressure	220 Pa (4.60 psf)

Summary of Results	
Title	Test Specimen #3
Primary Product Designator	Class LC – PG30 1118 x 1600* (44 x 63)*
Design Pressure	±1440 Pa (±30.08 psf)
Air Infiltration	0.6 L/s/m ² (0.11 cfm/ft ²)
Water Penetration Resistance Test Pressure	260 Pa (5.43 psf)

Test Completion Date: 08/03/2011

Reference must be made to Report No. B2149.05-250-44, dated 11/15/12 for complete test specimen description and detailed test results.



- 1.0 Report Issued To:** Interstate Building Materials
322 Laurel Street
Pittston, Pennsylvania
- 2.0 Test Laboratory:** Architectural Testing, Inc.
10 Tracy Road
Chelmsford, Massachusetts 01824
978-244-9300

3.0 Project Summary:

3.1 Product Type: PVC Double Hung Window

3.2 Series/Model: 9400 DH

3.3 Compliance Statement: Results obtained are tested values and were secured by using the designated test methods. The specimens tested successfully met the performance requirements for the following ratings: Test Specimen #1: **Class LC - PG25 1219 x 2032 (48 x 80)**; Test Specimen #2: **Class LC - PG30 1219 x 2032 (48 x 80)**; Test Specimen #3: **Class LC - PG30 1118 x 1600* (44 x 63)***.

General Note: An asterisk () next to the size designation indicates that the size tested for optional performance was smaller than the Gateway test size for the product type and class.*

This product was originally tested as the Mikron Industries, Inc. Series/Model 1700 TDH, PVC Double Hung Window and is a reissue of the original Report No. B2149.01-250-44. This report is reissued in the name of Interstate Building Materials, Inc. through written authorization by Mikron Industries, Inc.

3.4 Test Dates: 08/02/2011 - 08/03/2011

3.5 Test Location: Architectural Testing, Inc. test facility in Chelmsford, Massachusetts.

3.6 Test Sample Source: The test specimens were provided by the client. Representative samples of the test specimens will be retained by Architectural Testing for a minimum of four years from the test completion date.

3.7 Drawing Reference: The test specimen drawings have been reviewed by Architectural Testing and are representative of the test specimen(s) reported herein. Test specimen construction was verified by Architectural Testing per the drawings located in Appendix B. Any deviations are documented herein or on the drawings.

3.8 List of Official Observers:

<u>Name</u>	<u>Company</u>
Rob Schrader	Mikron Industries, Inc.
Robert Meegan	Architectural Testing, Inc.
Daniel Carroll	Architectural Testing, Inc.

4.0 Test Specification:

AAMA/WDMA/CSA 101/1.S.2/A440-08, *NAFS - North American Fenestration Standard/Specification for Windows, Doors, and Skylights*

5.0 Test Specimen Description:

5.1 Product Sizes:

Test Specimen #1:

Overall Area: 2.5 m ² (26.7 ft ²)	Width		Height	
	millimeters	inches	millimeters	inches
Overall size	1219	48	2032	80
Exterior sash	1140	44 - 1/4	997	38 - 1/2
Interior sash	1124	44 - 7/8	998	39 - 1/4
Screen	1133	44 - 5/8	1965	77 - 3/8

Test Specimen #2:

Overall Area: 2.5 m ² (26.7 ft ²)	Width		Height	
	millimeters	inches	millimeters	inches
Overall size	1219	48	2032	80
Exterior sash	1140	44 - 1/4	997	38 - 1/2
Interior sash	1224	44 - 7/8	998	39 - 1/4
Screen	1133	44 - 5/8	1965	77 - 3/8

Test Specimen #3:

Overall Area: 1.8 m ² (19.3 ft ²)	Width		Height	
	millimeters	inches	millimeters	inches
Overall size	1118	44	1600	63
Exterior sash	1130	40 - 1/4	1613	30
Interior sash	1041	41	775	30 - 1/2
Screen	1038	40 - 7/8	1537	60 - 1/5

5.0 Test Specimen Description: (Continued)

Unless otherwise stated, the following descriptions apply to all specimens.

5.2 Frame Construction:

Frame Member	Material	Description
Jambs, Head and sill	PVC	Extruded PVC

	Joinery Type	Detail
Sill corners	Interlocking cut	Jambs, head and sill members were cut at the corners to allow an interlocking connection. The corners were fastened with three #8 x 1 - 1/2" pan head screws.
Head corners	Thermal weld	Thermally welded with mitered corners

5.3 Sash Construction:

Sash Member	Material	Description
Stiles and rails	PVC	Extruded PVC

	Joinery Type	Detail
All corners	Interlocking cut	The stiles and rails were custom cut to allow an interlocking connection. The corners were fastened with one #8 x 2" pan head screw.

5.4 Weatherstripping:

Description	Quantity	Location
Bulb gasket	1	Sill riser
Pile with center fin	3 rows	Jambs
Pile with center fin	2 rows	Head
Bulb gasket	2 rows	Top rail of top sash
Bulb gasket	1 row	Bottom rail of top sash
Bulb gasket	1 row	Bottom rail of bottom sash

5.5 Glazing:

Glass Type	Spacer Type	Interior Lite	Exterior Lite	Glazing Method
7/8" IG	Foam backed with corrugated plastic	1/8 clear annealed	1/8 clear annealed	Glazed from the interior, set against rigid vinyl glazing beads with foam glazing tape.

5.6 Drainage:

Drainage Method	Size	Quantity	Location
Sloped sill	NA	1	Sill

5.7 Hardware:

Description	Quantity	Location
Cam lock and keeper	2	Meeting rail
Balance	2	Left and right jambs
Tilt latch	4	Two per sash
Pivot bar	4	Two per sash

5.8 Reinforcement:

Test Specimen #1: No Reinforcement

Test Specimen #2:

Drawing Number	Location	Material
83401	Locking rails	Aluminum

Test Specimen #3:

Drawing Number	Location	Material
83401	All Rails	Aluminum

5.9 Screen Construction:

Frame Material	Corner Construction	Mesh Type	Mesh Attachment Method
Aluminum	Keyed	Fiberglass	Flexible vinyl spline

6.0 Installation:

The specimen was installed into a 2 x 8 Spruce-Pine-Fir wood buck. The rough opening allowed for a 1/8" shim space. The exterior perimeter of the window was sealed with silicone.

Location	Anchor Description	Anchor Location
Nailing fin	1 - 5/8 drywall screw	Spaced 6 on center along the nail fin.
Left and right jambs	#10 x 3 flat head screw	Three inches down from the head, midpoint and three inches above the sill on each jamb.

7.0 Test Results: The temperature during testing was 27°C (81°F). The results are tabulated as follows:

Test Specimen #1:

Title of Test	Results	Allowed	Note
Operating Force, per ASTM E 2068	Initiate motion: 67 N (15 lbf) Maintain motion: 67 N (15 lbf)	Report Only 155 N (35 lbf) max.	
	Locks: 13 N (3 lbf)	155 N (22.5 lbf) max.	
Air Leakage, Infiltration per ASTM E 283 at 75 Pa (1.57 psf)	0.5 L/s/m ² (0.11 cfm/ft ²)	1.5 L/s/m ² (0.3 cfm/ft ²) max.	1
Water Penetration, per ASTM E 547	N/A	N/A	3
Uniform Load Deflection, per ASTM E 330	N/A	N/A	3
Uniform Load Structural, per ASTM E 330	N/A	N/A	3
Forced Entry Resistance, per ASTM F 588, Type: A - Grade: 10	Pass	No entry	
Thermoplastic Corner Weld	Pass	Meets as stated	
Deglazing, per ASTM E 987 Operating direction, 320 N (70 lbf) Remaining direction, 230 N (50 lbf)	Pass	Meets as stated	
	Pass	Meets as stated	

7.0 Test Results: (Continued)

Test Specimen #1: (Continued)

Optional Performance			
Water Penetration, per ASTM E 547 at 220 Pa (04.59 psf)	Pass	No leakage	2
Uniform Load Deflection, per ASTM E 330 taken at meeting rail +1200 Pa (+25.06 psf) -1200 Pa (-25.06 psf)	11.4 mm (0.45") 25.7 mm (1.01")	Report Only	3, 4, 5
Uniform Load Structural, per ASTM E 330 taken at meeting rail +1800 Pa (+37.59 psf) -1800 Pa (-37.59 psf)	0.5 mm (0.02") 0.3 mm (0.01")	4.6 mm (0.18") max. 4.6mm (0.18") max.	4, 5

Test Specimen #2:

Title of Test	Results	Allowed	Note
Operating Force, per ASTM E 2068	Initiate motion: 67 N (15 lbf) Maintain motion: 67 N (15 lbf)	Report Only 155 N (35 lbf) max.	
	Locks: 13 N (3 lbf)	155 N (22.5 lbf) max.	
Air Leakage, Infiltration per ASTM E 283 at 75 Pa (1.57 psf)	0.5 L/s/m ² (0.11 cfm/ft ²)	1.5 L/s/m ² (0.3 cfm/ft ²) max.	1
Water Penetration, per ASTM E 547	N/A	N/A	3
Uniform Load Deflection, per ASTM E 330	N/A	N/A	3
Uniform Load Structural, per ASTM E 330 Forced Entry Resistance, per ASTM F 588, Type: A - Grade: 10	N/A Pass	N/A No entry	3

7.0 Test Results: (Continued)

Test Specimen #2: (Continued)

Thermoplastic Corner Weld Deglazing, per ASTM E 987 Operating direction, 320 N (70 lbf)	Pass	Meets as stated	
	Pass	Meets as stated	
Remaining direction, 230 N (50 lbf)	Pass	Meets as stated	
Deglazing, per ASTM E 987 Operating direction, 320 N (70 lbf) Remaining direction, 230 N (50 lbf)	Pass	Meets as stated	
	Pass	Meets as stated	
Optional Performance			
Water Penetration, per ASTM E 547 at 220 Pa (04.59 psf)	Pass	No leakage	2
Uniform Load Deflection, per ASTM E 330 taken at meeting rail +1440 Pa (+30.08 psf) -1440 Pa (-30.08 psf)	15.5 mm (0.65") 22.9 mm (0.90")	Report Only	3,4,5
Uniform Load Structural, per ASTM E 330 taken at meeting rail +2160 Pa (+45.11 psf) -2160 Pa (-45.11 psf)	1.5 mm (0.06") 0.8 mm (0.03")	4.6 mm (0.18") max. 4.6 mm (0.18") max.	4, 5

7.0 Test Results: (Continued)

Test Specimen #3:

Title of Test	Results	Allowed	Note
Operating Force, per ASTM E 2068	Initiate motion: 67 N (15 lbf) Maintain motion: 67 N (15 lbf) Locks: 13 N (3 lbf)	Report Only 155 N (35 lbf) max. 155 N (22.5 lbf) max.	
Air Leakage, Infiltration per ASTM E 283 at 75 Pa (1.57 psf)	0.6 L/s/m ² (0.11 cfm/ft ²)	1.5 L/s/m ² (0.3 cfm/ft ²) max.	1
Water Penetration, per ASTM E 547	N/A	N/A	3
Uniform Load Deflection, per ASTM E 330	N/A	N/A	3
Uniform Load Structural, per ASTM E 330	N/A	N/A	3
Forced Entry Resistance, per ASTM F 588 Type: A - Grade: 10	Pass	No entry	
Thermoplastic Corner Weld	Pass	Meets as stated	
Deglazing, per ASTM E 987 Operating direction, 320 N (70 lbf)	Pass	Meets as stated	
Remaining direction, 230 N (50 lbf)	Pass	Meets as stated	

7.0 Test Results: (Continued)

Test Specimen #3: (Continued)

Optional Performance			
Water Penetration, per ASTM E 547 331 at 260 Pa (5.43 psf)	Pass	No leakage	2
Uniform Load Deflection, per ASTM E 330 taken at meeting rail +1440 Pa (+30.08 psf) -1440 Pa (-30.08 psf)	8.1 mm (0.32") 12.2 mm (0.48")	Report Only	4, 5, 6
Uniform Load Structural, per ASTM E 330 taken at meeting rail +2160 Pa (+45.11 psf) -2160 Pa (-45.11 psf)	0.5 mm (0.02") 0.5 mm (0.02")	4.0 mm (0.16") max. 4.0 mm (0.16") max.	5, 6

Note 1: The tested specimen meets (or exceeds) the performance levels specified in AAMA/WDMA/CSA 101/LS.2/A440 for air leakage resistance.

Note 2: With and without insect screen.

Note 3: The client opted to start at a pressure higher than the minimum required. Test results are reported under Optional Performance.

Note 4: The deflections reported are not limited by AAMA/WDMA/CSA 101/LS.2/A440 for this product designation. The deflection data is recorded in this report for special code compliance and information only.

Note 5: Loads were held for 10 seconds.

Note 6: Tape and film were used to seal against air leakage during structural testing. In our opinion, the tape and film did not influence the results of the test.



Test Report No.: B2149.05-250-44
Report Date: 11/15/12
Test Record Retention End Date: 08/03/15
Page 11 of 11

This report is reissued in the name of Interstate Building Materials, Inc. through written authorization by Mikron Industries, Inc. to whom the original report was rendered. The original Mikron Industries, Inc. Report No. is B2149.01-250-44.

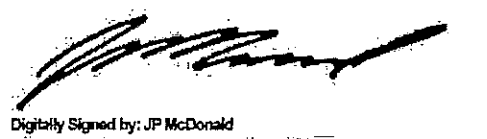
The service life of this report will expire on the stated Test Record Retention End Date, at which time such materials as drawings, data sheets, samples of test specimens, copies of this report, and any other pertinent project documentation, shall be discarded without notice.

If test specimen contains glazing, no conclusions of any kind regarding the adequacy or inadequacy of the glass in any glazed test specimens can be made. This report does not constitute certification of this product nor an opinion or endorsement by this laboratory. It is the exclusive property of the client so named herein and relates only to the specimens tested. This report may not be reproduced, except in full, without the written approval of Architectural Testing, Inc.

For ARCHITECTURAL TESTING, Inc.


Digitally Signed by: Diane Robitaille for Dan Carroll

Dan Carroll
Technician


Digitally Signed by: JP McDonald

J.P. McDonald
Director - Regional Operations

RM:DC;JPM:dr

Attachments (pages): This report is complete only when all attachments listed are included.
Appendix-A: Alteration Addendum (1)
Appendix-B: Drawings (17)

This report produced from controlled document template ATI 00438, issued 04/26/11.



Test Report No.: B2149.05-250-44
Report Date: 11/15/12
Test Record Retention End Date: 08/03/15

Revision Log

<u>Rev. #</u>	<u>Date</u>	<u>Page(s)</u>	<u>Revision(s)</u>
0	11/15/12	N/A	Original Report Issue



Test Report No.: B2149.05-250-44
Report Date: 11/15/12
Test Record Retention End Date: 08/03/15

Appendix A

Alteration Addendum

Note: No alterations were required.



Test Report No.: B2149.05-250-44
Report Date: 11/15/12
Test Record Retention End Date: 08/03/15

Appendix B

Drawings

Nominal Window Size : 36.0" x 60.0"

Cut Back From Rough Opening : .500"

DESCRIPTION	PART#	QTY	LOGIC	CUT LENGTH	FT RQRD	Lb/FT	\$/ft	TOTAL lbs	TOTAL \$
Head	10218	1	W	35.500"	2.958'				
Sill	8867	1	W - 1.126	34.374"	2.865'				
Jamb	10218	2	H	59.500"	9.917'				
Lower Jamb Cover	10220	2	H/2 - .980	28.770"	4.795'				
Upper Jamb Cover (vert)	10222	2	H/2 - .743	29.007"	4.835'				
Upper Jamb Cover (horiz)	10222	1	W - 2.294	33.206"	2.767'				
Head Insert	10040	1	W - 2.940	32.560"	2.713'				
Lower Vent Lift Rail	8336	1	W - 3.150	32.350"	2.696'				
Lower Vent Interlock	8338	1	W - 3.150	32.350"	2.696'				
Lower Vent Stile	8340	2	H/2 - 3.570	26.180"	4.363'				
Upper Vent Lift Rail	8336	1	W - 3.774	31.726"	2.644'				
Upper Vent Interlock	8339	1	W - 3.774	31.726"	2.644'				
Upper Vent Stile	8801	2	H/2 - 3.570	26.180"	4.363'				
Lower Vent Bead (horiz)	8337	2	W - 5.230	30.270"	5.045'				
Lower Vent Bead (vert)	8337	2	H/2 - 5.430	24.320"	4.053'				
Upper Vent Bead (horiz)	8337	2	W - 5.220	30.280"	5.047'				
Upper Vent Bead (vert)	8337	2	H/2 - 5.430	24.320"	4.053'				
Balance Cover	9237	2	H/2 - 2.339	27.411"	4.569'				
Setting Block	6633	4	2.000	2.000"	0.667'				
Lift Rail Reinforcing		1		0.000"	0.000'				
Vent Interlock Rnfrng		1		0.000"	0.000'				
Vent Stile Reinforcing		2		0.000"	0.000'				
Fixed Interlock Rnfrng		1		0.000"	0.000'				
Totals									

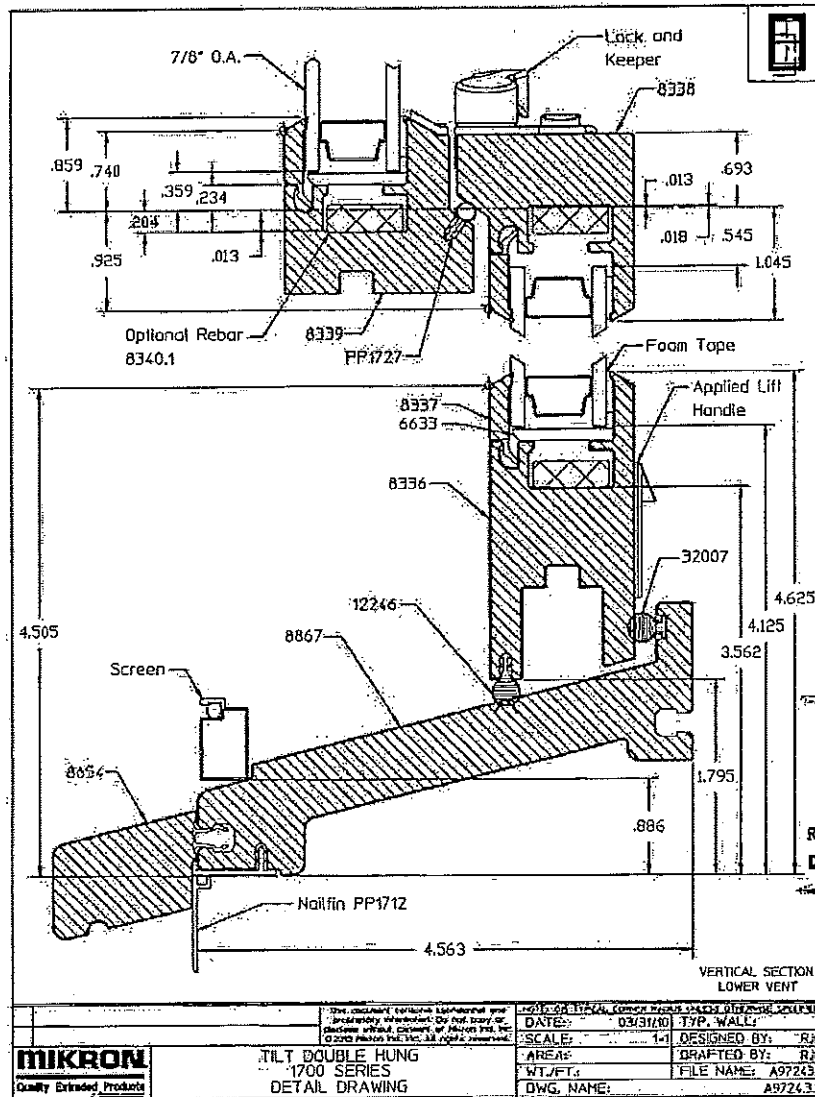
Lower Vent Glass - 7/8" I.G.	1	W - 5.462 H/2 - 4.670	30.038" 25.080"
Upper Vent Glass - 7/8" I.G.	1	W - 5.470 H/2 - 4.670	30.030" 25.080"
Finished Screen Size	1	W - 1.936 H - 2.640	33.564" 56.860"

EGRESS OPENING: 5.42 sq ft
OPENING WIDTH: 31.24 in
OPENING HEIGHT: 25.01 in
DAYLIGHT OPENING: 9.71 sq ft

Architectural Testing
 Test sample complies with these details.
 Deviations are noted.
 Report: B2149.01-250-44
 Date: 4/15
 Tech: RJC
B2149.01-250-44

NOTES: 1) Logic shown is just a guideline, it may be adjusted to suit your requirements.
 2) Logic does not include weld material. Add weld material.

MIKRON Quality Extruded Products <small>a Quaker company</small>	TILT DOUBLE HUNG (EQ. LITE) 1700 SERIES CUT LOGIC	<small>NOTE: DIS TYPICAL CORNER RADII UNLESS OTHERWISE SPECIFIED</small>	
		DATE: 4/26/10 SCALE: WT./FT.: DWG. NAME:	TYP. WALL: DESIGNED BY: RJC DRAFTED BY: RJC FILE NAME: A97231 A9723.1



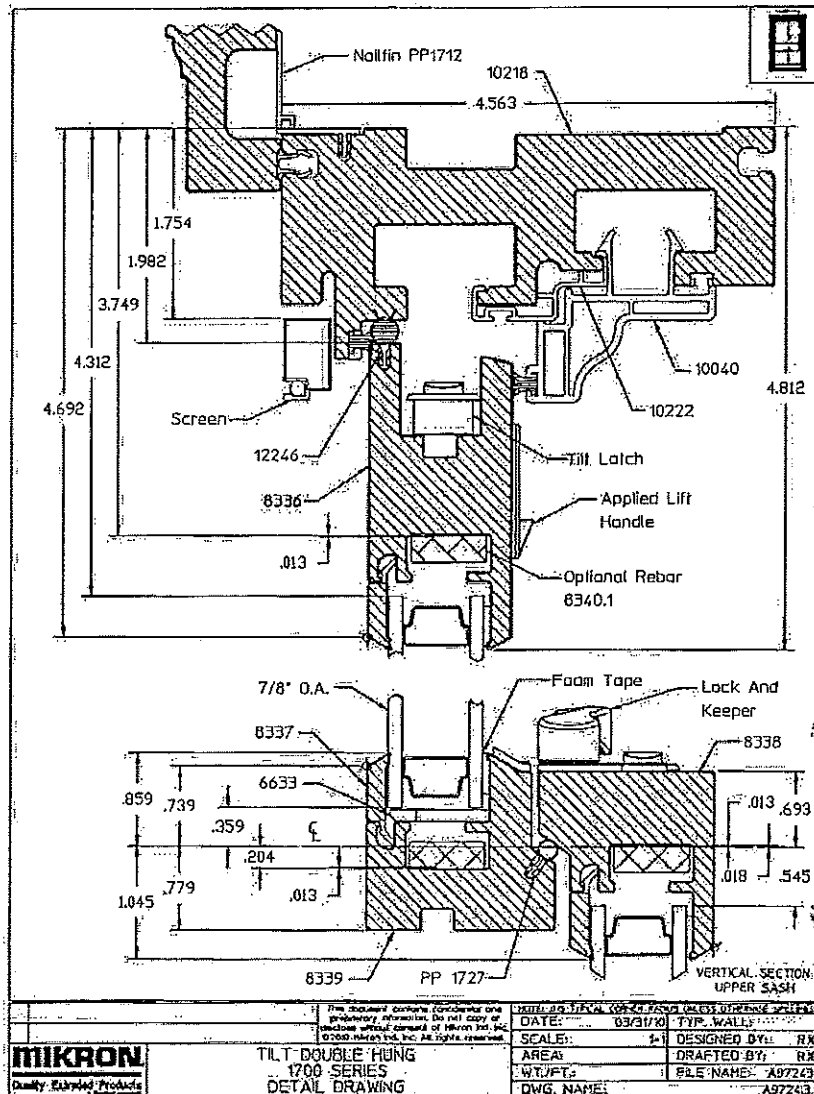
Architectural Testing

Test sample complies with these details.
Deviations are noted.

Report: 32149.01-250-44

Date: 9/15/11 Tech: RJC

32149.01-250-44



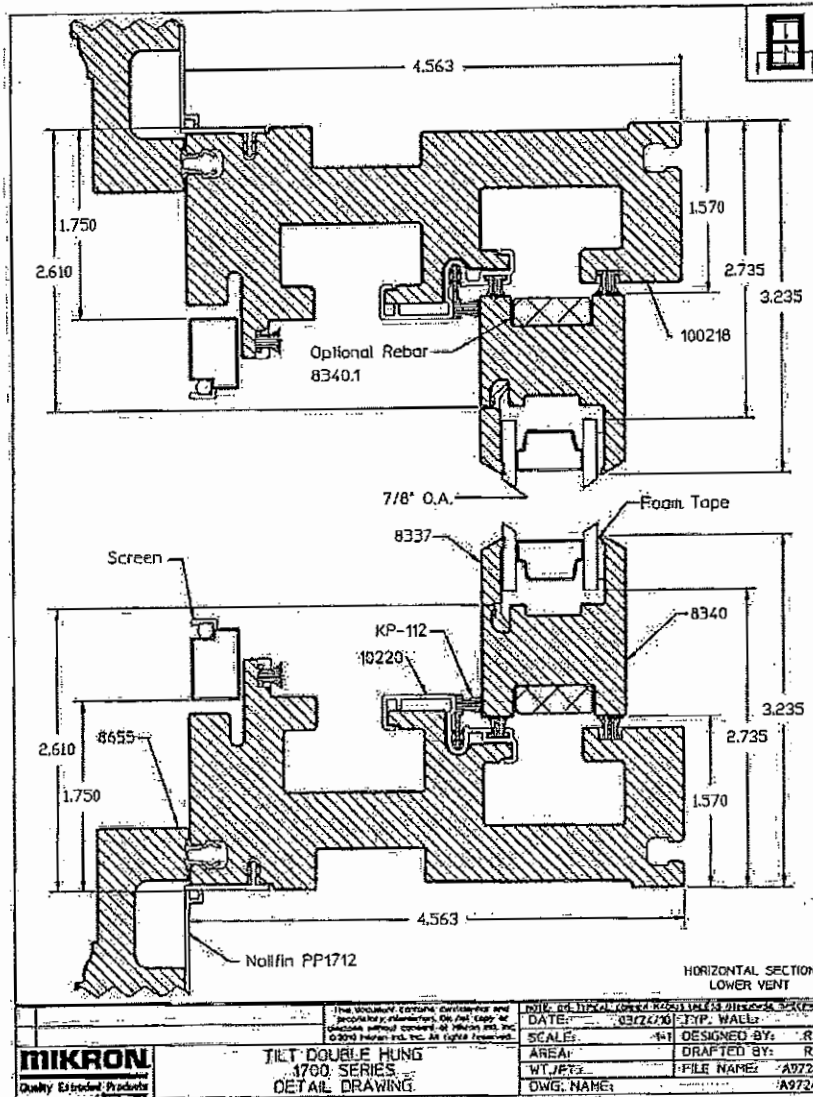
Architectural Testing

Test sample complies with these details. Deviations are noted.

Report # 1700-1700-250-44

Date 9/15/00 Tech CM

B2149.01-250-44



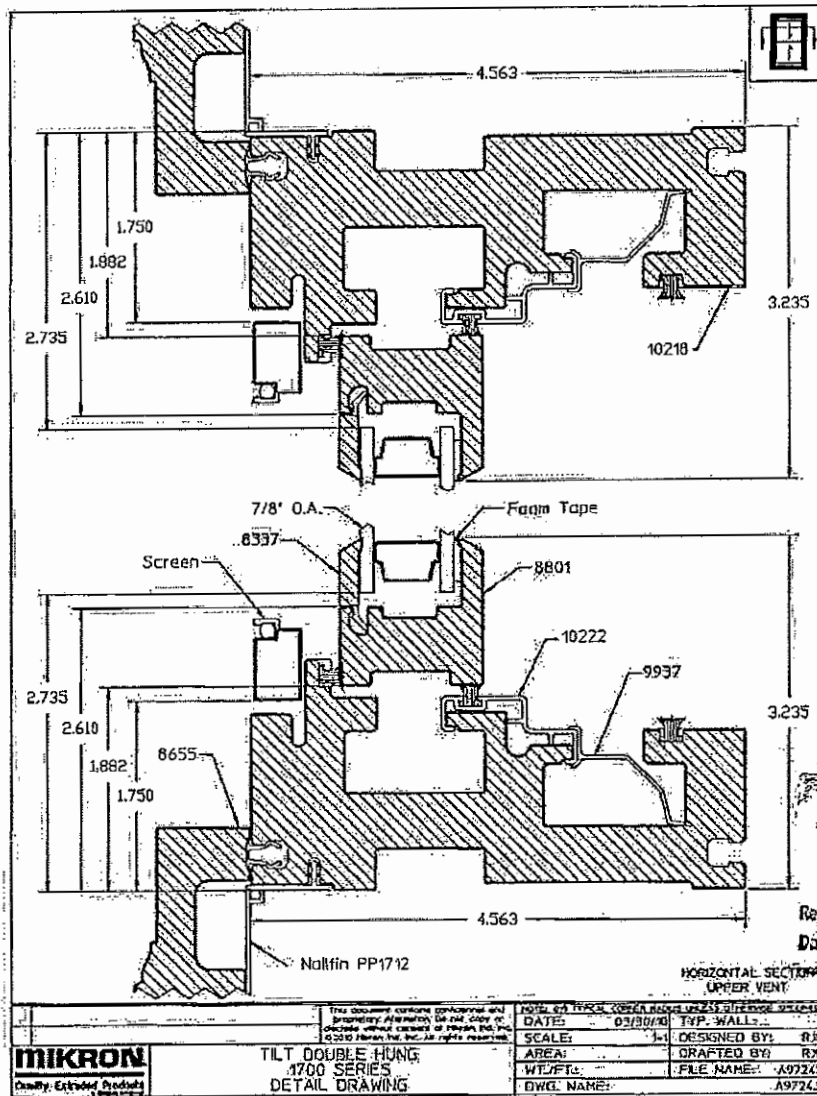
Architectural Testing

Test sample complies with these details.
 Deviations are noted. *(initials)*

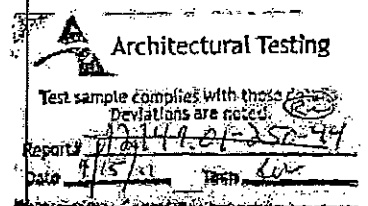
Report # B2149.01-250-44

Date 7/15/11 Tech RA

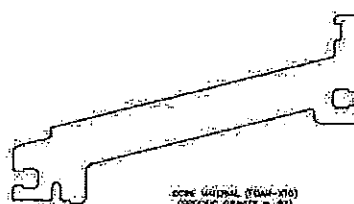
B2149.01-250-44



Architectural Testing
 Test sample complies with these details.
 Deviations are noted. **NO**
 Report: A214 101 25044
 Date: Rm Tech: Boy
 82149.01-250-44



32149.01-288-44



CORE WEIGHT (G) = 170
 SPECIFIC GRAVITY = 2.7
 FACTOR = 314 g/in³ x 2
 AREA = 5.179 in²
 WT/TS = 265 lb/in



CAR INTERIOR (SUNROOF)
SPECIFIC GRAVITY = 1.25
FACTOR = .83-2/100=2
EXTENSION AREA = 577 sq ft
EXTENSION WT/FT = .048 8/100
INTERIOR AREA = 106
INTERIOR WT/FT = .048

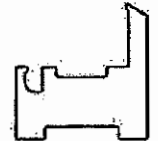
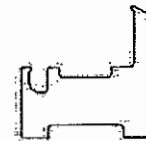
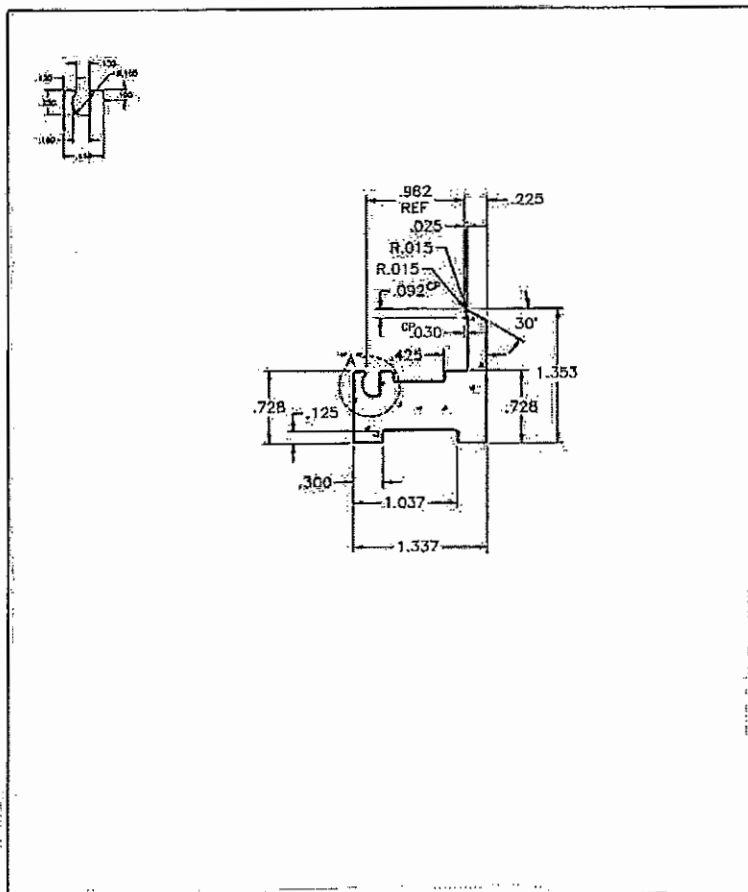
Test sample complies with these controls.
Deviations are noted.

Report

Date _____

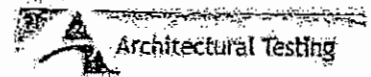
Tech PW

B2149.01-250-44



CORE MATERIAL (FOAM-XTD)
 (SPECIFIC GRAVITY = .62)
 (FACTOR = .269 lb/ft³in²)
 AREA = .818 in²
 WT/FT = .220 lb/ft

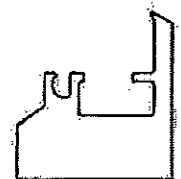
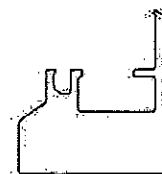
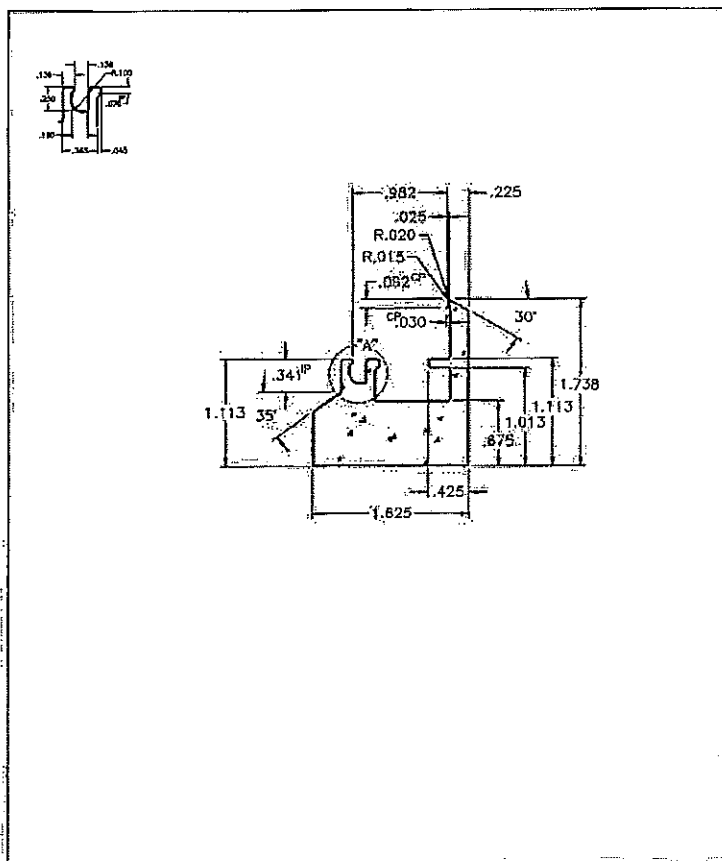
CAP MATERIAL (SUPERCAP)
 (SPECIFIC GRAVITY = 1.45)
 (FACTOR = .63 lb/ft³in²)
 AREA = .091 in²
 WT/FT = .057 lb/ft



Test sample complies with these details.
 Deviations are noted.

Report: B2149.01-250-44
 Date: 9/15/11 Tech: EW

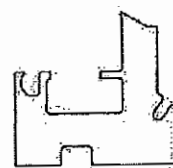
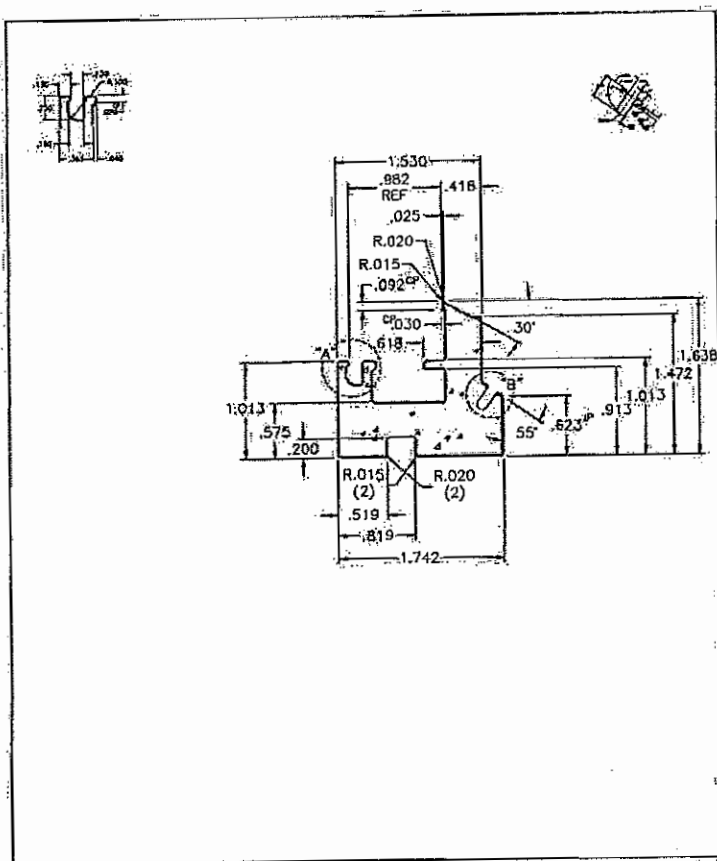
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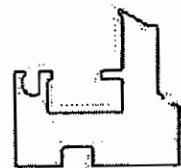
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 (FACTOR = 269 lb/in²)
 AREA = 1.325 in²
 WT/FT = .258 lb/ft

CAP MATERIAL (SUPERCAP)
 (SPECIFIC GRAVITY = 1.45)
 (FACTOR = .63 lb/in²)
 AREA = .123 in²
 WT/FT = .077 lb/ft

Architectural Testing
 Test sample complies with these details.
 Deviations are noted:
 Report 7/15/11 Tech Yucc
 Date 7/15/11
 B2149-01-250-94



CORE MATERIAL (FOAM-XTR)
 (SPECIFIC GRAVITY = .82)
 (FACTOR = .269 lb/(ft²·2))
 AREA = 1.331 ft²
 WT/FT = 1.301 lb/ft



EXTERIOR MATERIAL (SUPERCAP)
 (SPECIFIC GRAVITY = 1.45)
 (FACTOR = .53 lb/(ft²·2))
 AREA = .322 ft²
 WT/FT = .281 lb/ft



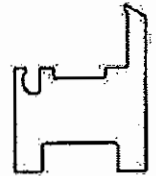
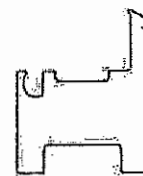
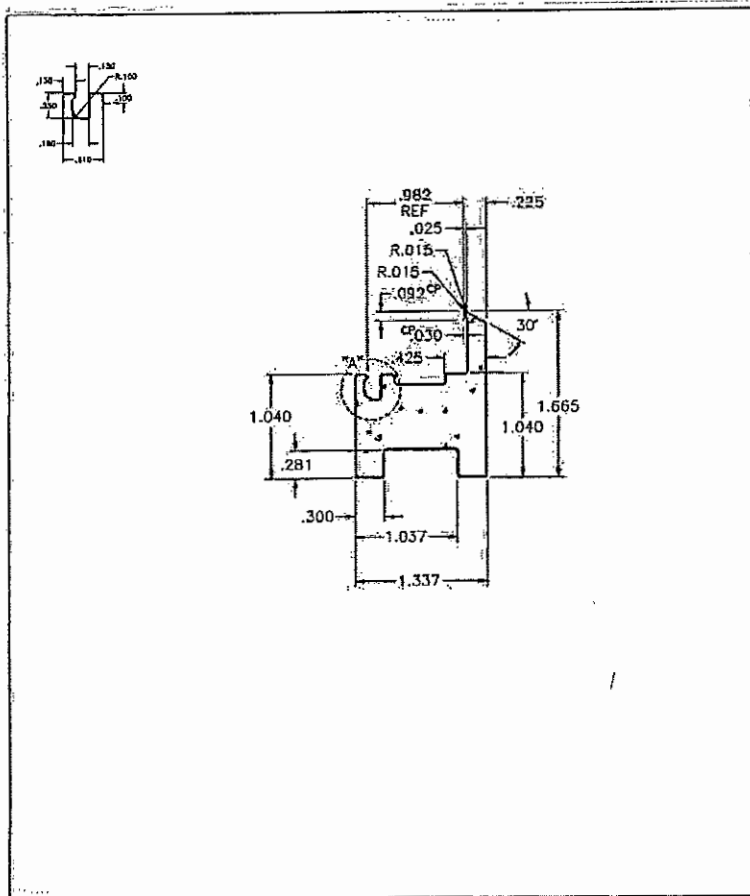
Architectural Testing

Test sample complies with these details. Deviations are noted. *Ed*

Report: 82149-01-250-44

Date: 9/15/11 By: *Ed*

82149-01-250-44



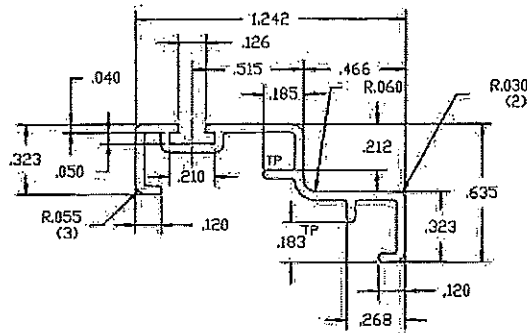
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 (SPECIFIC GRAVITY = .62)
 (FACTOR = .269 lb/in²)
 AREA = 1.106 in²
 WT/FT = .298 lb/ft

CAP MATERIAL (SUPERCAP)
 (SPECIFIC GRAVITY = 1.45)
 (FACTOR = .63 lb/in²)
 AREA = .105 in²
 WT/FT = .066 lb/ft

Architectural Testing
 Test sample complies with these details.
 Deviations are noted. (60-2)
 Report# 82149.01-250-44
 Date 4/17/11 Tech. Enw
 82149.01-250-44



ACTUAL SIZE
SCALE: 1-1



NOTE: 1 TP = TANGENT POINT

UPPER JAMB COVER

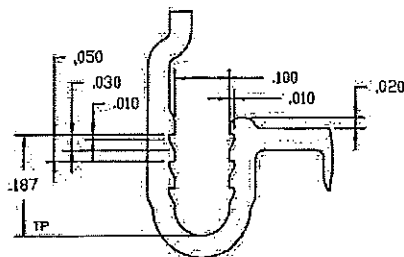
MIKRON Quality Extruded Products	DIE DRAWING	This document contains confidential information. Do not copy or distribute without approval of Mikron, Inc. ©2007 Mikron, Inc. All Rights Reserved. DATE: 03/09/10 TYP. WALLS: .040 SCALE: 2-1 DESIGNED BY: RX AREA: .007 DRAFTED BY: RX WT./FT.: .067 FILE NAME: 10222 DWG. NAME: 10222
--	-------------	---

Architectural Testing

Test sample complies with (check box) ☒ Yes ☐ No
 Deviations are noted: _____

Report # 52149-01-250-44
 Date 9/12/11 Test Run

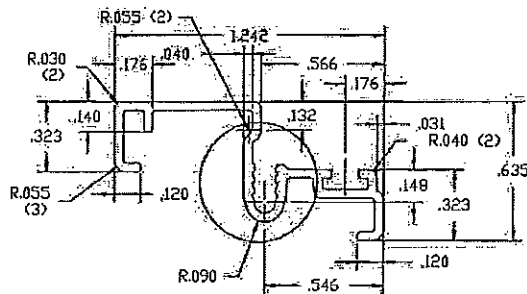
52149-01-250-44



Detail Z



ACTUAL SIZE
SCALE: 1=1



see Detail Z

Architectural Testing

Test sample complies with these details. ☒
Deviations are noted.

Report # 52149.01-250-44

Date 9/15/11 Test See

52149.01-250-44

NOTE: 1) TP - TANGENT POINT
2) PART WITH COLOR CAP - 10221

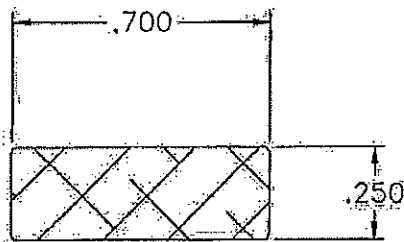
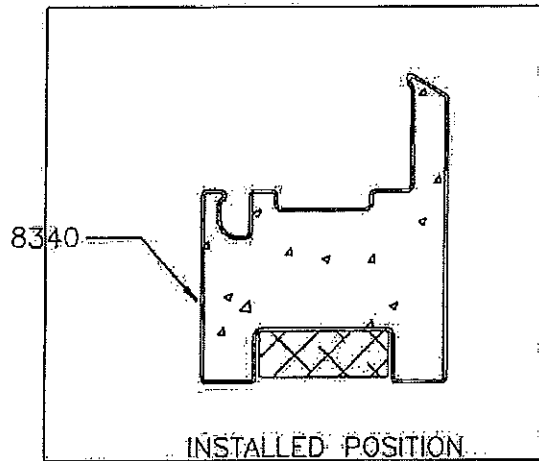
LOWER JAMB COVER

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DATE:	03/09/10	FILE NAME:	10220
SCALE:	2-1	DESIGNED BY:	RJC
AREA:	.17	DRAFTED BY:	RJC
WT./FT:	.07	FILE NAME:	10220
DWG. NAME:	10220		



Architectural Testing

Test sample complies with these details.
Deviations are noted.

Report# B249.01-250-44
Date 11/9/11 Tech JPM

M.O.I. xx = .0009 IN.⁴
M.O.I. yy = .0071 IN.⁴

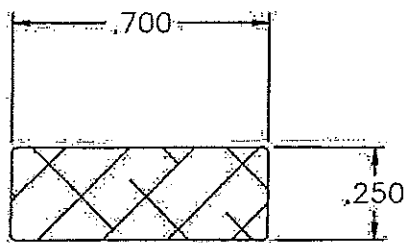
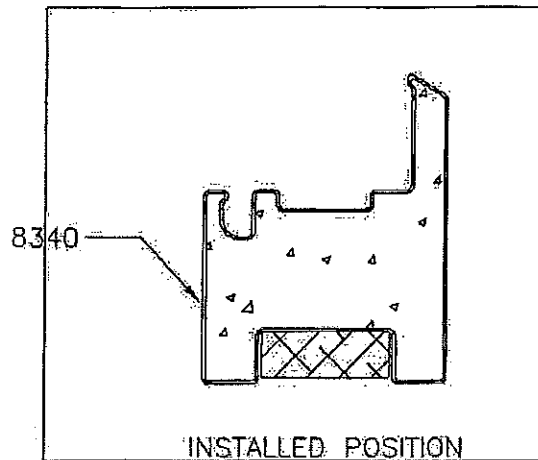
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NOTE: .015" TYPICAL CORNER RADIUS UNLESS OTHERWISE SPECIFIED.

DATE: 05/10/05	TYP. WALL:
SCALE: 2=1	DESIGNED BY:
AREA: .175	DRAFTED BY: RS
WT./FT.: .210	FILE NAME: 8340.1
DWG. NAME:	83401



Architectural Testing

Test sample complies with these details.
Deviations are noted.

Report# B2149.01-280-44
Date 11/9/11 Tech JPM

M.O.I._{xx} = .0009 IN.⁴
M.O.I._{yy} = .0071 IN.⁴

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NOTE: .015 TYPICAL CORNER RADIUS UNLESS OTHERWISE SPECIFIED	
DATE: 05/10/05	TYP. WALL:
SCALE: 2=1	DESIGNED BY:
AREA: .175	DRAFTED BY: RS
WT./FT.: .210	FILE NAME: 8340.1
DWG. NAME:	83401

MIKRON.

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March 19, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR GLOBAL ENERGY SERVICES, 20 WEST AYLESBURY ROAD, TIMONIUM, MARYLAND, 21093, FOR REPLACEMENT OF ALL SINGLE PANE WINDOWS WITH NEW DOUBLE PANE ENERGY EFFICIENT COMPOSITE WOOD HUNG WINDOWS CONSISTENT WITH EXISTING WINDOWS; NO BRICK WORK NECESSARY, SITUATED AT THE SCRANTON SCHOOL DISTRICT ADMINISTRATION BUILDING, 425 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF COUNCIL NO. _____

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 12, 1996, (AS AMENDED), ENTITLED "THE CITY OF SCRANTON SUBDIVISION AND LAND DEVELOPMENT ORDINANCE" (SALDO), TO AMEND THE APPROVAL PROCESS FOR LOT LINE ADJUSTMENTS, ANNEXATIONS AND MINOR REVISIONS OF APPROVED PLANS.

WHEREAS, certain subdivision plans are minor and mainly administrative in nature, and

WHEREAS, the Pennsylvania Municipalities Planning Code allows Subdivision approvals to be carried out by a Planning Department and/or Planning Commission, and

WHEREAS, requiring certain minor subdivision plans to be approved by the Planning Commission adds unnecessary delay to landowners and provides no public benefit; and

WHEREAS, the City Planning Commission, at a meeting on February 28, 2018 passed a motion recommending adoption of the amendments to the Subdivision and Land Development Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON AND IT IS HEREBY ORDAINED BY AND WITH THE AUTHORITY OF THE SAME THAT File of Council No. 12, 1996, as amended, is further amended to read as follows:

The following sections are amended as follows:

112. APPEALS TO COURTS. Decisions of the City Planning Commission and/or the City Subdivision Bureau (in the case of LOT LINE ADJUSTMENTS, ANNEXATIONS AND MINOR REVISIONS OF APPROVED PLANS where the Subdivision Bureau acts as the approving body.) may be appealed in accordance with the PA Municipalities Planning Code, as amended.

704. LOT LINE ADJUSTMENTS. ANNEXATIONS AND MINOR REVISIONS OF APPROVED PLANS.

A. The reduced submission and approval requirements listed in this section shall only apply, if either of the following apply:

- 1) the proposal will meet the definition of a "lot line adjustment," and/or
- 2) in the determination of the City Planning Director, which may be based upon the advice of the City Engineer, the proposal will involve revisions to a previously approved plan and those

revisions only involve changes in the supporting documentation or engineering details or to correct erroneous data or minor omissions concerning a plan previously granted final plan approval.

704.C. Additional Information. The City Subdivision Bureau may require that a plan under this section include the submission of specific additional information that would be required if the plan would be a final minor subdivision plan, if such specific information is necessary to determine compliance with this Ordinance. (Section 704. C. Checklist remains unchanged)

704.D. Annexed lands under this section shall be made part of the larger lot and included within the description in the new deed.

The following sections are added:

704.E. Decision by the City Subdivision Bureau.

Plans submitted under this section may be approved by the City Subdivision Bureau instead of the City Planning Commission. Such approval will be denoted by the both the signature and date of the City Engineer and City Planner on the plan. Where the City Subdivision Bureau determines that a plan submitted under this section warrants review by the City Planning Commission due to its impact and/or intensity, it shall not take final action and refer the plan to City Planning Commission for review.

1.The City Subdivision Bureau shall accomplish the following within the time limitations of the PA Municipalities Planning Code (unless the applicant grants a written time extension).

- a. Review of applicable reports received from the appropriate review agencies and officers;
- b. Determine whether the Final Plan Submission meets the requirements of this Ordinance and other applicable Ordinances;
- c. Review the Final Plan Submission and recommend any needed revisions so that the Submission will conform to this Ordinance and other applicable Ordinances; and
- d. Approve, conditionally approve or reject the Final Plan Submission and recommend any needed revisions so that the Submission within the time frame required by PA Municipalities Planning Code.

3. If a Final Plan Submission is disapproved, the decision shall specify defects found in the Submission, shall describe requirements which have not been met, and shall cite the provisions of the statute or Ordinance relied upon in each case.

704.F. Review by the County Planning Commission. No subdivision or land development shall be granted final approval until a report is received from the County Planning Commission or until 30 days have passed from the date the application was forwarded to the County Planning Commission.

704.G. Actions After Decision by the Subdivision Bureau.

1.Acceptance of Conditions. Any conditions on the approval shall be mailed or otherwise provided in writing to the applicant or his/her official representative. If the applicant provides

notice to the City that he/she rejects one or more conditions within thirty (30) days after the Subdivision Bureau action, then the submission shall be considered to have been rejected. The applicant is requested to provide notice in writing that the conditions have been accepted. However, if the applicant does not respond concerning the conditions or otherwise file an official appeal within thirty (30) days after the Subdivision Bureau action, then all of the conditions shall automatically be considered to have been accepted by the applicant.

2. The Subdivision Bureau shall make a report of all plans approved under this section to the City Planning Commission at the first regular meeting of the Commission following said approvals.

SECTION 1. In all other respects, File of Council No. 12, 1996, 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 interests of the promotion of the purposes & intent of this Ordinance, & the effective administration thereof.

SECTION 3. This Ordinance will take effect immediately upon passage.

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 Optional Plans Law", Act 247 of 1968, as re-enacted and amended by Act 170 of 1988, known as the "Pennsylvania Municipalities Planning Code" and any other applicable law arising under the laws of the State of Pennsylvania.



BUREAU OF CITY PLANNING

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

March 5, 2018

Jessica Eskra, Esq.
City Solicitor
City Hall
Scranton, PA 18503

Re: Proposed amendment to the Subdivision and Land Development Ordinance (SALDO)

Dear Atty Eskra:

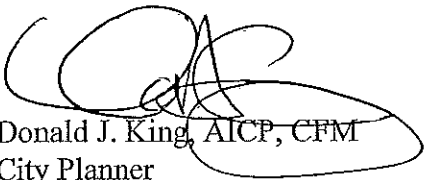
Enclosed please find a proposed amendment to our SALDO.

This amendment would allow for staff approval of certain minor subdivision plans instead of approval by the City Planning Commission. This amendment would only apply to "lot line adjustments" as defined in the SALDO. A lot line adjustment is the movement of property line without the creation of any new lots (ie. the transfer of a small portion of property to your neighbor.) The Planning Commission has been tasked with handling a great deal of these in the last few years. Requiring applicants to wait for monthly Commission meetings has caused some undo delay in these minor matters. In my experience the Commission has never received any comments, questions or concerns from the public regarding these types of subdivisions.

Would you please review this information and forward to City Council the proper legislation for their consideration.

If you have any further questions regarding this matter please call me at 570-348-4280.

Sincerely,



Donald J. King, AICP, CFM
City Planner



CITY PLANNING COMMISSION

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

March 5, 2018

Scranton City Council
Municipal Building
Scranton, PA 18503

Re: Proposed amendment to the Subdivision and Land
Development Ordinance

Honorable Members of City Council:

The Planning Commission of the City of Scranton at its regular meeting held on February 28, 2018 passed a motion 4-0 recommending adoption of the proposed amendment to the Subdivision and Land Development Ordinance.

Thank you for your time and attention to this important matter.

Sincerely,

James Thomas
Chairman



DEPARTMENT OF LAW

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

March 12, 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. 12, 1996, (AS AMENDED), ENTITLED "THE CITY OF SCRANTON SUBDIVISION AND LAND DEVELOPMENT ORDINANCE" (SALDO), TO AMEND THE APPROVAL PROCESS FOR LOT LINE ADJUSTMENTS, ANNEXATIONS AND MINOR REVISIONS OF APPROVED PLANS.

Respectfully,

Jessica Eskra (1)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

MAR 12 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

APPOINTMENT OF TARA MAN SHANKAR, 840 WHEELER AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE FEBRUARY 27, 2018. MR. SHANKAR WILL BE REPLACING RABBI MOSHE SAKS WHO RESIGNED ON SEPTEMBER 18, 2017. MR. SHANKAR WILL FILL THE UNEXPIRED TERM OF RABBI MOSHE SAKS WHICH IS SCHEDULED TO EXPIRE ON OCTOBER 14, 2018.

WHEREAS, Rabbi Moshe Saks resigned from the Human Relations Commission effective September 18, 2017, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Tara Man Shankar as a member of the Human Relations Commission effective February 27, 2018. Mr. Shankar will fill the unexpired term of Rabbi Moshe Saks, who resigned September 18, 2017, and whose term is scheduled to expire October 14, 2018; and

WHEREAS, Tara Man Shankar has the requisite experience, education, and training necessary to serve as a member of the Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Tara Man Shankar, 840 Wheeler Avenue, Scranton, Pennsylvania, 18510, is hereby appointed to the Human Relations Commission effective February 27, 2018. Tara Man Shankar will fill the unexpired term of Rabbi Moshe Saks, who resigned effective September 18, 2017 and whose term is scheduled to expire October 14, 2018.

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

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

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



OFFICE OF THE MAYOR

PENNSYLVANIA

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

February 27, 2018

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

RE: Human Relations Commission Appointment

Dear Council Members:

Please be advised that I am appointing Tara Man Shankar, 840 Wheeler Ave., Scranton, Pa. 18510, as a member of the Human Relations Commission effective February 27, 2018.

Mr. Shankar will be replacing Rabbi Moshe Saks who resigned on September 18, 2017. Mr. Shankar will fill the unexpired term of Rabbi Moshe Saks that is scheduled to expire on October 14, 2018.

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

Sincerely,



William L. Courtright

WLC/mm

CC: Jessica Eskra Esq., City Solicitor
Christe Casciano, Business Administrator
Human Relations Commission
Tara Man Shankar



DEPARTMENT OF LAW

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

March 5, 2018

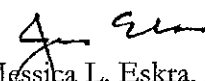
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF TARA MAN SHANKAR, 840 WHEELER AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE FEBRUARY 27, 2018. MR. SHANKAR WILL BE REPLACING RABBI MOSHE SAKS WHO RESIGNED ON SEPTEMBER 18, 2017. MR. SHANKAR WILL FILL THE UNEXPIRED TERM OF RABBI MOSHE SAKS WHICH IS SCHEDULED TO EXPIRE ON OCTOBER 14, 2018.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

MAR 12 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

RE-APPOINTMENT OF JOSEPH DEANTONA, 1331 CORNELL STREET, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. DEANTONA'S PRIOR TERM EXPIRED ON DECEMBER 31, 2017 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2022.

WHEREAS, Joseph DeAntona's term on the Board of the Scranton Lackawanna Health and Welfare Authority expired on December 31, 2017 and was held over to February 21, 2018; and

WHEREAS, the Mayor of the City of Scranton desires to re-appoint Joseph DeAntona as a member of the Board of the Scranton Lackawanna Health and Welfare Authority for an additional five (5) year term, effective February 21, 2018 and will expire December 31, 2022; and

WHEREAS, Joseph DeAntona has the requisite, experience, education and training necessary to serve on the Board of the Scranton Lackawanna Health and Welfare Authority.

NOW, THEREFORE, BE IT RESOLVED that Joseph DeAntona, 1331 Cornell Street, Scranton, PA is hereby re-appointed to the Board of the Scranton Lackawanna Health and Welfare Authority for an additional five (5) year term. Mr. DeAntona's new term effective February 21, 2018 and will expire on December 31, 2022.

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

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

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



OFFICE OF THE MAYOR

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

February 21, 2018

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

RE: Scranton Lackawanna Health & Welfare Authority Board Appointment

Dear Council Members:

Please be advised that I am reappointing, Joseph DeAntona, 1331 Cornell Street, Scranton, Pennsylvania 18504 as a member of the Board of the Scranton Lackawanna Health & Welfare Authority effective February 21, 2018.

Mr. DeAntona's term expired on December 31, 2017 and was held over to February 21, 2018. His new term will expire on December 31, 2022.

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

Sincerely,

William L. Courtright

CC: Jessica Eskra, City Solicitor
Chris Casciano, Business Administrator
Scranton Lackawanna Health & Welfare Authority Board
Joseph DeAntona



DEPARTMENT OF LAW

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

March 12, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING RE-APPOINTMENT OF JOSEPH DEANTONA, 1331 CORNELL STREET, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. DEANTONA'S PRIOR TERM EXPIRED ON DECEMBER 31, 2017 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2022.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

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

JLE/sl

RECEIVED

MAR 12 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

RE-APPOINTMENT OF JOHN GRANAHAH, 1504 PRICE STREET, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. GRANAHAH'S PRIOR TERM EXPIRED ON DECEMBER 31, 2017 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2022.

WHEREAS, John Granahan's term on the Board of the Scranton Lackawanna Health and Welfare Authority expired on December 31, 2017 and was held over to February 21, 2018; and

WHEREAS, the Mayor of the City of Scranton desires to re-appoint John Granahan as a member of the Board of the Scranton Lackawanna Health and Welfare Authority for an additional five (5) year term, effective February 21, 2018 and will expire December 31, 2022; and

WHEREAS, John Granahan has the requisite, experience, education and training necessary to serve on the Board of the Scranton Lackawanna Health and Welfare Authority.

NOW, THEREFORE, BE IT RESOLVED that John Granahan, 1504 Price Street, Scranton, PA is hereby re-appointed to the Board of the Scranton Lackawanna Health and Welfare Authority for an additional five (5) year term effective February 21, 2018 and will expire on December 31, 2022.

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

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

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



OFFICE OF THE MAYOR

PENNSYLVANIA CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

February 21, 2018

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

RE: Scranton Lackawanna Health & Welfare Authority Board Appointment

Dear Council Members:

Please be advised that I am reappointing, John Granahan, 1504 Price Street, Scranton, Pennsylvania 18504 as a member of the Board of the Scranton Lackawanna Health & Welfare Authority effective February 21, 2018.

Mr. Granahan's term expired on December 31, 2017 and was held over to February 21, 2018. His new term will expire on December 31, 2022.

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

Sincerely,



William L. Courtright

CC: Jessica Eskra, City Solicitor
Chris Casciano, Business Administrator
Scranton Lackawanna Health & Welfare Authority Board
John Granahan



DEPARTMENT OF LAW

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

March 12, 2018

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

RECEIVED

MAR 12 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING RE-APPOINTMENT OF JOHN GRANAHAH, 1504 PRICE STREET, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. GRANAHAH'S PRIOR TERM EXPIRED ON DECEMBER 31, 2017 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2022.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

RE-APPOINTMENT OF WILLIAM LAZOR, 677 MARY STREET, SCRANTON, PENNSYLVANIA 18508 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. LAZOR'S PRIOR TERM EXPIRED ON DECEMBER 31, 2015 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2020.

WHEREAS, William Lazor's term on the Board of the Scranton Lackawanna Health and Welfare Authority expired on December 31, 2015 and was held over to February 21, 2018; and

WHEREAS, the Mayor of the City of Scranton desires to re-appoint William Lazor as a member of the Board of the Scranton Lackawanna Health and Welfare Authority for an additional five (5) year term, effective February 21, 2018 and will expire December 31, 2020; and

WHEREAS, William Lazor has the requisite, experience, education and training necessary to serve on the Board of the Scranton Lackawanna Health and Welfare Authority.

NOW, THEREFORE, BE IT RESOLVED that William Lazor, 677 Mary Street, Scranton, PA is hereby re-appointed to the Board of the Scranton Lackawanna Health and Welfare Authority for an additional five (5) year term effective February 21, 2018 and will expire on December 31, 2020.

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

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

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



OFFICE OF THE MAYOR

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

February 21, 2018

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

RE: Scranton Lackawanna Health & Welfare Authority Board Appointment

Dear Council Members:

Please be advised that I am reappointing William Lazor, 677 Mary Street, Scranton, Pennsylvania 18508 as a member of the Board of the Scranton Lackawanna Health & Welfare Authority effective February 21, 2018.

Mr. Lazor's term expired on December 31, 2015 and was held over to February 21, 2018. His new term will expire on December 31, 2020.

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

Sincerely,

William L. Courtright

CC: Jessica Eskra, City Solicitor
Chris Casciano, Business Administrator
Scranton Lackawanna Health & Welfare Authority Board
William Lazor



DEPARTMENT OF LAW

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

March 12, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING RE-APPOINTMENT OF WILLIAM LAZOR, 677 MARY STREET, SCRANTON, PENNSYLVANIA 18508 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. LAZOR'S PRIOR TERM EXPIRED ON DECEMBER 31, 2015 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2020.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

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

JLE/sl

RECEIVED

MAR 12 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

RE-APPOINTMENT OF DAVID PHANEUF, 1812 ACADEMY STREET, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. PHANEUF'S PRIOR TERM EXPIRED ON DECEMBER 31, 2014 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2019.

WHEREAS, David Phaneuf's term on the Board of the Scranton Lackawanna Health and Welfare Authority expired on December 31, 2014 and was held over to February 21, 2018; and

WHEREAS, the Mayor of the City of Scranton desires to re-appoint David Phaneuf as a member of the Board of the Scranton Lackawanna Health and Welfare Authority for an additional five (5) year term, effective February 21, 2018 and will expire December 31, 2019; and

WHEREAS, David Phaneuf has the requisite, experience, education and training necessary to serve on the Board of the Scranton Lackawanna Health and Welfare Authority.

NOW, THEREFORE, BE IT RESOLVED that David Phaneuf, 1812 Academy Street, Scranton, PA is hereby re-appointed to the Board of the Scranton Lackawanna Health and Welfare Authority for an additional five (5) year term effective February 21, 2018 and will expire on December 31, 2019.

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

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

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



OFFICE OF THE MAYOR

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

February 21, 2018

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

RE: Scranton Lackawanna Health & Welfare Authority Board Appointment

Dear Council Members:

Please be advised that I am reappointing, David Phaneuf, 1812 Academy Street, Scranton, Pennsylvania 18504 as a member of the Board of the Scranton Lackawanna Health & Welfare Authority effective February 21, 2018.

Mr. Phaneuf's term expired on December 31, 2014 and was held over to February 21, 2018. His new term will expire on December 31, 2019.

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

Sincerely,

William L. Courtright

CC: Jessica Eskra, City Solicitor
Chris Casciano, Business Administrator
Scranton Lackawanna Health & Welfare Authority Board
David Phaneuf



DEPARTMENT OF LAW

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

March 12, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING RE-APPOINTMENT OF DAVID PHANEUF, 1812 ACADEMY STREET, SCRANTON, PENNSYLVANIA 18504 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. PHANEUF'S PRIOR TERM EXPIRED ON DECEMBER 31, 2014 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2019.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

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

JLE/sl

RECEIVED

MAR 12 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

RE-APPOINTMENT OF JERRY WEINBERGER, ESQ. 611 NORTH WEBSTER AVENUE, SCRANTON, PENNSYLVANIA 18510 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. WEINBERGER'S PRIOR TERM EXPIRED ON DECEMBER 31, 2014 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2019.

WHEREAS, Jerry Weinberger's term on the Board of the Scranton Lackawanna Health and Welfare Authority expired on December 31, 2014 and was held over to February 21, 2018; and

WHEREAS, the Mayor of the City of Scranton desires to re-appoint Jerry Weinberger as a member of the Board of the Scranton Lackawanna Health and Welfare Authority for an additional five (5) year term, effective February 21, 2018 and will expire December 31, 2019; and

WHEREAS, Jerry Weinberger has the requisite, experience, education and training necessary to serve on the Board of the Scranton Lackawanna Health and Welfare Authority.

NOW, THEREFORE, BE IT RESOLVED that Jerry Weinberger, 611 North Webster Avenue, Scranton, PA is hereby re-appointed to the Board of the Scranton Lackawanna Health and Welfare Authority for an additional five (5) year term effective February 21, 2018 and will expire on December 31, 2019.

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

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

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



OFFICE OF THE MAYOR

PENNSYLVANIA CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

February 21, 2018

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

RE: Scranton Lackawanna Health & Welfare Authority Board Appointment

Dear Council Members:

Please be advised that I am reappointing, Jerry Weinberger, Esq., 611 N. Webster Avenue, Scranton, Pennsylvania 18510 as a member of the Board of the Scranton Lackawanna Health & Welfare Authority effective February 21, 2018.

Mr. Weinberger's term expired on December 31, 2014 and was held over to February 21, 2018. His new term will expire on December 31, 2019.

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

Sincerely,

William L. Courtright

CC: Jessica Eskra, City Solicitor
Chris Casciano, Business Administrator
Scranton Lackawanna Health & Welfare Authority Board
Jerry Weinberger, Esq.



DEPARTMENT OF LAW

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

March 12, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING RE-APPOINTMENT OF JERRY WEINBERGER, ESQ. 611 NORTH WEBSTER AVENUE, SCRANTON, PENNSYLVANIA 18510 AS A MEMBER OF THE BOARD OF THE SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY FOR AN ADDITIONAL FIVE (5) YEAR TERM. MR. WEINBERGER'S PRIOR TERM EXPIRED ON DECEMBER 31, 2014 AND WAS HELD OVER TO FEBRUARY 21, 2018. HIS NEW TERM WILL BE EFFECTIVE FEBRUARY 21, 2018 AND WILL EXPIRE ON DECEMBER 31, 2019.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

Jessica L. Eskra
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

MAR 12 2018

OFFICE OF CITY
COUNCIL/CITY CLERK