

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**April 30, 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 AGENDA FOR THE BOARD OF ZONING APPEALS MEETING TO BE HELD MAY 9, 2018.  
  
[Zoning Board Meeting 5-9-18.pdf](#)
4. CITIZENS PARTICIPATION
5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES
  - 5.A MOTIONS.
  - 5.B FOR INTRODUCTION – AN ORDINANCE – ESTABLISHING A “NO PARKING ZONE” ALONG THE EASTERLY SIDE OF STAFFORD AVENUE (S.R. 3021) BEGINNING APPROXIMATELY FORTY FIVE (45) FEET NORTH FROM ITS INTERSECTION WITH WILLOW STREET AND CONTINUING ONE HUNDRED SEVENTY (170) FEET TO ALLOW FOR SIGHT DISTANCE FOR A PROPOSED DRIVEWAY BY DALE AND LISA KRAMER FOR A PROPERTY LOCATED AT 623 STAFFORD AVENUE.

[Ordinance-2018 No Parking Zone Stafford Ave -Willow Ave Sight](#)

[Distance.pdf](#)

- 5.C FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 4, 2018 ENTITLED "AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT 'A WASTE DISPOSAL AND COLLECTION FEE' FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2018 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER" TO EXTEND THE MAY 1, 2018 DISCOUNT DATE TO MAY 31, 2018 TO ENABLE RESIDENTS TO TAKE ADVANTAGE OF THE 10% DISCOUNT WHEN PAYING THEIR REFUSE BILL IN FULL.

[Ordinance-2018 Extending discount for Refuse Bill May 1 to May 31.pdf](#)

## 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - FILE OF THE COUNCIL NO. 13, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH WEST SCRANTON LITTLE LEAGUE, INC. FOR USE OF CITY OWNED PROPERTY FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.

[Ordinance - 2018 Lease agreement with West Scranton Little League.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - FILE OF THE COUNCIL NO. 14, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER

INTO A LEASE AGREEMENT WITH THE SCRANTON SCHOOL DISTRICT FOR USE OF CITY OWNED PROPERTY AS MORE FULLY DESCRIBED IN THE LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT "A" FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.

[Ordinance - 2018 Lease Agreement with the Scranton School District.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FILE OF THE COUNCIL NO. 15, 2018 - AMENDING FILE OF THE COUNCIL NO. 64, 2014, AN ORDINANCE (AS AMENDED) ENTITLED "AN ORDINANCE ADOPTING THE QUALITY OF LIFE AND VIOLATIONS TICKET PROCESS IN THE CITY OF SCRANTON" BE AMENDED TO INCLUDE A NEW DEFINITION IN SECTION 2. DEFINITIONS, NEW VIOLATIONS IN SECTION 3. QUALITY OF LIFE VIOLATIONS AND NEW FINES AND PENALTIES IN SECTION 9. FINES AND PENALTIES.

[Ordinance-2018 Amending Quality of Life Ordinance.pdf](#)

## 8. ADJOURNMENT



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

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

RECEIVED

APR 23 2018

3A

OFFICE OF CITY  
COUNCIL/CITY CLERK

# NOTICE

THE **BOARD OF ZONING APPEALS** OF THE CITY OF SCRANTON  
HEREBY GIVES NOTICE THAT IT WILL HOLD A MEETING AT CITY HALL, IN  
**CITY COUNCIL CHAMBERS ( 2<sup>nd</sup> Floor )** ON WEDNESDAY,  
**MAY 9, 2018 @ 6 PM.**

MEETING AGENDA AS FOLLOWS:

- 1) Ryan Adcroft , dba Birdhouse Outdoor LLC, seeks a variance in order to install 2 off-premise signs on the property located @ 1815-1827 Sanderson Ave. CN Zone. Continued from the April 2018 ZHB Meeting.
- 2) Crown Properties, LLC a/k/a Sergio Elejalde. Applicant seeks a variance for a parking shortage for the property located @ 319-321 N. Main Ave. Project calls for a total of six (6) apartments on 2<sup>nd</sup> and 3<sup>rd</sup> floors. C-N Zone.

- 3) Vincent Cimini, 1534 N. Washington Ave. Applicant seeks a variance for set-back relief for construction of an addition (family room) to the rear of the house at this address. R1-A Zone.
- 4) Trustees for Education Fund / Apprentice Training Committee of Local Union 524, 711 Corey St. Applicant seeks a variance for set-back relief for the Union Hall – Training Facility expansion and new loading area. I-L Zone.

**ANYONE INTERESTED IN BECOMING A PARTY TO THE ABOVE LISTED CASES ARE DIRECTED TO CONTACT THE CITY ZONING OFFICER @ 570-348-4193, EXT 4512. HEARING DATE: 5/9/2018, TIME: 6 PM. BOB GATTENS, CHAIRMAN, SCRANTON ZONING BOARD. PUBLIC PARTICIPATION WELCOME.**

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

2018

AN ORDINANCE

**ESTABLISHING A "NO PARKING ZONE" ALONG THE EASTERLY SIDE OF STAFFORD AVENUE (S.R. 3021) BEGINNING APPROXIMATELY FORTY FIVE (45) FEET NORTH FROM ITS INTERSECTION WITH WILLOW STREET AND CONTINUING ONE HUNDRED SEVENTY (170) FEET TO ALLOW FOR SIGHT DISTANCE FOR A PROPOSED DRIVEWAY BY DALE AND LISA KRAMER FOR A PROPERTY LOCATED AT 623 STAFFORD AVENUE.**

**WHEREAS**, the proposed driveway enters and exits on Stafford Ave a state highway:  
and

**WHEREAS**, Pennsylvania Department of Transportation's ("PennDOT's") minimum safe site distance for driveways requirements mandate certain parking restrictions be implemented.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON** that parking is hereby eliminated along a one hundred seventy (170) foot section of SR 3021, known as Stafford Avenue, along the easterly curb line beginning approximately forty five (45) feet from its intersection with Willow Street traveling in a northerly direction, in order to provide acceptable sight distance for the proposed driveway to serve 623 Stafford Avenue as shown on Exhibit "A" attached hereto and made a part hereof.

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

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

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

# Council of the City of Scranton

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

Lori Reed  
City Clerk

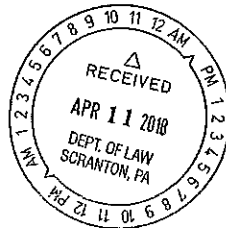
Amil Minora, Esq.  
Counsel



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

April 11, 2018

Jessica L. Eskra, Esquire  
City Solicitor  
340 North Washington Avenue  
Scranton, PA 18503



Dear Attorney Eskra:

On April 9, 2018, Councilmen Wayne Evans and Bill Gaughan met with Mrs. Lisa Kramer, 623 Stafford Avenue, regarding a proposed driveway at her property. Since Stafford Avenue is a State owned highway, legislation will be required from your office to establish PennDOT's minimum safe sight distance for driveway requirements. Please find attached copy of PennDOT permit for your review.

If you have any questions please don't hesitate to contact me.

Sincerely,

Lori Reed  
City Clerk

Enclosure

cc: Mr. Don King, AICP, CFM, City Planner  
Mr. Jack Sweeney, Zoning Officer  
Scranton City Council



## PennDOT Permits

Susquehanna County	570-278-1171	18786 SR 706 Montrose, PA 18801	
Wyoming County	570-836-3141	1 Franklin Ave, Tunkhannock, PA 18657	Monday and Tuesday
Wayne County	570-253-3130	PO Box 310, White Mills, PA 18473	
Lackawanna County	570-586-2211	1034 Morgan Highway, Clarks Summit, PA 18411	Wednesday, Thursday

Dear Sir or Madam:

In order to process your application(ON-LINE), the following information is required,

- ☐ GO TO: [www.dot.state.pa.us](http://www.dot.state.pa.us) THEN go to; services & software THEN go to; DOT online services THEN click on; EPS or E-permitting.
- ☐ Check or money order in the amount of \$ \_\_\_\_\_ payable to Pennsylvania DOT, sent by mail to one of the above addresses a few days before submitting application(ON-LINE).
- ☐ Copy of original deed(ATTACH TO ON-LINE APPLICATION) . Must be a recorded copy with the deed book and page number stamped on it or computer number. If someone named on the deed is deceased, a copy of their death certificate is needed.
- ☐ Please write on the deed somewhere, the frontage of your land in feet and a small sketch of the land would be helpful.
- ☐ Written directions to your location(s), (ATTACH TO ON-LINE APPLICATION).
- ☐ Signature(s) in appropriate places on the application (form M-950A, THEN ATTACH TO ON-LINE APPLICATION) , as the names appear on the deed. Also on access covenant if applicable.
- ☐ Email address is required on on-line application.
- ☐ Stakes placed at the site of proposed or existing driveway
- ☐ Vegetation trimmed \_\_\_\_\_ feet from each side of driveway, 10 back from state road if needed (on your land only to ground level).
- ☐ If land is over 4 ac, a access covenant(form M-946 and M-946RC) is required, complete and notarized. Nor seals or stamps from notary can overlap each other.(please send in with check).
- ☐ For your records.
- ☐ Return all paperwork completed.

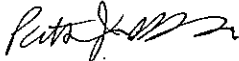
*there is on-street parking at your location, to get a permit for drive you will need a No-Parking Ordinance from the City of Scranton 750 ft*

☒ All forms can be found on web site under REFERENCE MATERIAL AND FORMS.

If you have any question, please call me at the appropriate office (ABOVE) between the hours of 7:30 am to 9:00 am.

Driveway must be constructed within one year from the date of issuance or the permit will be revoked!

Sincerely,



Patrick Popovich



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION

# APPLICATION FOR MINIMUM USE DRIVEWAY

A Minimum Use Driveway Is A Residential Or Other Driveway  
Which Is Expected To Be Used By Not More Than 25 Vehicles Per Day (I.e. 50 A.D.T.)

*the highland at archbold*

SEE PUBLICATION 312 GUIDE

APPL. NO. 116991

APPLICANT/PROPERTY OWNER <b>Dale &amp; Lisa KARNER</b>		
ADDRESS <b>10 ELMHURST BLVD.</b>		
POST OFFICE <b>SCRANTON PA.</b>	ZIP CODE <b>17505</b>	
PHONE <b>570 969 2744</b>	FEE <b>25.00</b>	CHECK NO.

## LOCATION OF PROPOSED DRIVEWAY

County **LACK.**  
Township/Boro **LACK. GRADY TOWNSHIP**  
Route No. **SR-3021**

APPLICATION IS MADE TO

☒ CONSTRUCT A NEW DRIVEWAY  
☐ ALTER AN EXISTING DRIVEWAY

DATE WORK SCHEDULED TO BEGIN **4-1-18**DATE WORK SCHEDULED TO BE COMPLETED **9-1-18**Name of Nearest Intersection **STAFFORD & ALDER S**Distance to Nearest Intersection in Feet **250 FT.**

<p>INDICATE NORTH USE ARROW</p> <p>CENTER LINE</p> <p>ROADWAY SIGHT DISTANCE <b>100 FT.</b></p> <p>AREA TO BE CLEAR OF VIEW OBSTRUCTIONS</p> <p>90°</p> <p>EDGE OF PAVEMENT</p> <p>EDGE OF TRAVEL LANE — RADIUS (R) OF BOTH DRIVEWAY CURVES MUST BE AT LEAST FIVE FEET FOR CARS</p> <p>DRIVEWAY RADIUS <b>20 FT.</b></p> <p>DRIVEWAY WIDTH <b>25 FT.</b></p> <p>VEHICLE TURNAROUND</p> <p>DRIVEWAY WIDTH MUST BE AT LEAST 10 FEET FOR CARS</p>		<p>FOR DEPARTMENT USE ONLY</p> <p>Site Reviewed On _____ DATE(S) _____</p> <p>Comments _____</p> <p>ROADWAY SHOULDER (Fill in appropriate line)</p> <p>SLOPE (Fill in appropriate slope)</p> <p>Description _____</p> <p>S.R. _____</p> <p>Segment _____</p> <p>Offset _____</p> <p>Field Viewed By _____ SIGNATURE _____ DATE _____</p>
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Is any portion of the property reserved for a person with a disability or a severely disabled veteran? ☐ YES ☐ NO

Under and subject to all the conditions, restrictions and regulations prescribed by the Pennsylvania Department of Transportation and on the issued Permit, Form M-945P.

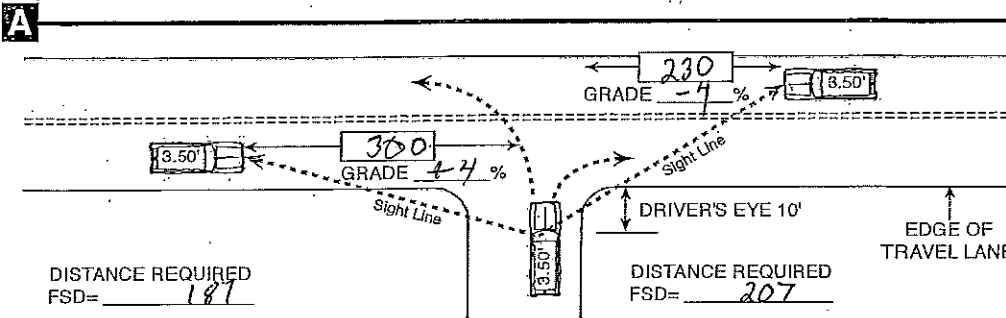
The applicant certifies that all statements contained herein are true and correct.

By **X Dale A. Karner** **3-1-18**  
SIGNATURE(S) DATE

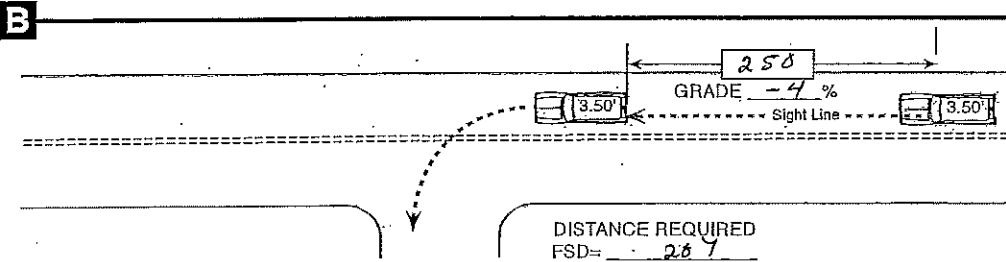
Visit our website at: [www.dot.state.pa.us](http://www.dot.state.pa.us)  
DISTRICT PERMIT OFFICE

# **DRIVEWAY SIGHT DISTANCE MEASUREMENTS** (FOR LOCAL ROADS, USE PENNDOT PUB 70)

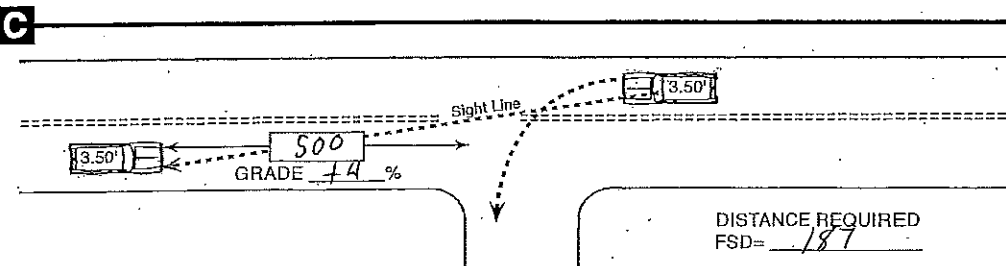
APPLICANT \_\_\_\_\_ APPLICATION NO. \_\_\_\_\_  
 S.R. 3021 SEG. 20 OFFSET 601 (R) LEGAL SPEED LIMIT 30  
 MEASURED BY PSP DATE 2-15-18  
 FOR DEPARTMENT USE ONLY: Safe-Running Speed \_\_\_\_\_ 85th Percentile Speed ✓



THE MAXIMUM LENGTH OF ROADWAY ALONG WHICH A DRIVER AT A DRIVEWAY LOCATION CAN CONTINUOUSLY SEE ANOTHER VEHICLE APPROACHING ON THE ROADWAY.



THE MAXIMUM LENGTH OF ROADWAY ALONG WHICH A DRIVER ON THE ROADWAY CAN CONTINUOUSLY SEE THE REAR OF A VEHICLE WHICH IS LOCATED IN THE DRIVER'S TRAVEL LANE AND WHICH IS POSITIONED TO MAKE A LEFT TURN INTO A DRIVEWAY.



THE MAXIMUM LENGTH OF ROADWAY ALONG WHICH A DRIVER OF A VEHICLE INTENDING TO MAKE A LEFT TURN INTO A DRIVEWAY CAN CONTINUOUSLY SEE A VEHICLE APPROACHING FROM THE OPPOSITE DIRECTION.





DEPARTMENT OF LAW

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

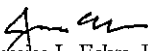
April 23, 2018

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE ESTABLISHING A "NO PARKING ZONE" ALONG THE EASTERLY SIDE OF STAFFORD AVENUE (S.R. 3021) BEGINNING APPROXIMATELY FORTY FIVE (45) FEET NORTH FROM ITS INTERSECTION WITH WILLOW STREET AND CONTINUING ONE HUNDRED SEVENTY (170) FEET TO ALLOW FOR SIGHT DISTANCE FOR A PROPOSED DRIVEWAY BY DALE AND LISA KRAMER FOR A PROPERTY LOCATED AT 623 STAFFORD AVENUE.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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APR 23 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

FILE OF THE COUNCIL NO. 17

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 4, 2018 ENTITLED "AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT 'A WASTE DISPOSAL AND COLLECTION FEE' FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2018 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER" TO EXTEND THE MAY 1, 2018 DISCOUNT DATE TO MAY 31, 2018 TO ENABLE RESIDENTS TO TAKE ADVANTAGE OF THE 10% DISCOUNT WHEN PAYING THEIR REFUSE BILL IN FULL.

WHEREAS, City Council has requested that File of the Council 4, 2018 be amended to extend the deadline for the discount period from May 1, 2018 to May 31, 2018 because waste disposal bills have not been mailed yet and the extension of the deadline would provide residents ample time to take advantage of the discount period.

**SECTION 1.** Be it ordained by the Council of the City of Scranton that Section 3, Fees.

(C) 5 of File of the Council No. 17, 1994 (as amended) shall be amended to read as follows:

**"SECTION 3. FEES.**

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

(C) All fees fixed by this subsection shall be payable semi-annually.

5. If the annual waste disposal fee, that is \$300.00, is paid in full by May 31<sup>st</sup> of the year in which the fee is due, the payor may take a ten percent (10%) discount from the annual fee.

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

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

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

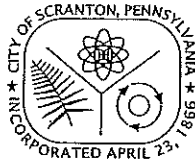
**SECTION 5.** This Ordinance is enacted by the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

# Council of the City of Scranton

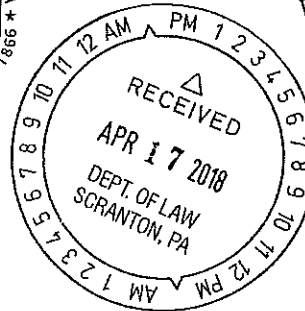
340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed  
City Clerk

Amil Minora, Esq.  
Counsel



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



April 17, 2018

The Honorable William L. Courtright  
Mayor, City of Scranton  
340 North Washington Avenue  
Scranton, PA 18503

Dear Mayor Courtright:

At the April 16, 2018 meeting of Scranton City Council, a motion was made and unanimously passed to send correspondence to your attention respectfully requesting your consideration to extend the discount date for payment of the annual refuse fee. Council requests that the May 1<sup>st</sup> deadline be extended to May 31, 2018 to enable residents to take advantage of the 10% discount when paying their refuse bill in full.

As per File of the Council 79, 2017, Section 3. Fees. (C) 5. *If the Annual Waste Disposal Fee, that is \$300.00, is paid in full by May 1<sup>st</sup> of the year in which the fee is due, the payor may take a ten percent (10%) discount from the annual fee.*

This request is being made since the waste disposal bills have not been mailed yet and the extension of the deadline would provide residents ample time to take advantage of the discount period.

Your thoughtful consideration of this request would be greatly appreciated.

If you have any questions, please feel free to contact me at 570-348-4113. As always, thank you for your time.

Sincerely,

Lori Reed  
City Clerk

cc: Jessica L. Eskra, Esquire, City Solicitor ✓  
Mrs. Rebecca McMullen, Acting Business Administrator  
Mr. Wayne Beck, City Treasurer  
Scranton City Council





DEPARTMENT OF LAW

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

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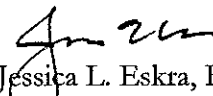
April 20, 2018

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

Dear Honorable Council Members:

ATTACHED IS AMENDING FILE OF THE COUNCIL NO. 4, 2018  
ENTITLED "AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994  
ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE  
GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT 'A WASTE  
DISPOSAL AND COLLECTION FEE' FOR THE PURPOSE OF RAISING  
REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS  
INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY  
IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR  
CALENDAR YEAR 2018 AND THE SAME SHALL REMAIN IN FULL FORCE AND  
EFFECT ANNUALLY THEREAFTER" TO EXTEND THE MAY 1, 2018 DISCOUNT  
DATE TO MAY 31, 2018 TO ENABLE RESIDENTS TO TAKE ADVANTAGE OF  
THE 10% DISCOUNT WHEN PAYING THEIR REFUSE BILL IN FULL.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

2018

AN ORDINANCE

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH WEST SCRANTON LITTLE LEAGUE, INC. FOR USE OF CITY OWNED PROPERTY FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.**

WHEREAS, THE CITY OF SCRANTON, as the owner of certain lands, would like to make them available on a lease rental basis to West Scranton Little League, Inc. for a Three (3) year period commencing April 15, 2018, and ending April 14, 2021; and

WHEREAS, the CITY OF SCRANTON is desirous of executing and entering into a Lease Agreement with West Scranton Little League, Inc. according to certain terms and conditions set forth in the Lease Agreement attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON AS FOLLOWS:**

**SECTION 1.** The Mayor and other appropriate officials of the City of Scranton are hereby authorized to execute and enter into a Lease Agreement with West Scranton Little League, Inc. for a Three (3) year period commencing April 15, 2018, and ending April 14, 2021, substantially in the form attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

**SECTION 3.** This Ordinance shall become effective immediately upon its being approved.

**SECTION 4.** 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 effect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

## LEASE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF SCRANTON, a Municipal Corporation of the Commonwealth of Pennsylvania located at 340 North Washington Avenue, City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania (hereinafter referred to as the "CITY") and the WEST SCRANTON LITTLE LEAGUE, INC., with its principal registered located at \_\_\_\_\_, City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania.

WITNESSETH:

### SECTION 1. CONSIDERATION.

In consideration of the mutual promises contained herein the parties intending to be legally bound, the CITY leases to WEST SCRANTON LITTLE LEAGUE, INC. the premises for a three (3) year term. The various commitments and agreements of the TENANT regarding insurance of the premises, maintenance of the premises, usage of the premises comprise part of the consideration for this lease transaction.

### SECTION 2. DESCRIPTION OF THE PREMISES.

The CITY leases to WEST SCRANTON LITTLE LEAGUE, INC., all those certain pieces or parcels of land situate in the City of Scranton more particularly referred to and described as BATTAGLIA FIELD, SLOAN TEENER FIELD, and SLOAN SOFTBALL FIELD.

It is further agreed that this Lease is intended to include that area used by the WEST SCRANTON LITTLE LEAGUE, INC. and SCRANTON SCHOOL DISTRICT, for use as a baseball fields, and its facilities, such as bleachers, parking and buildings.

### SECTION 2 A. TERM.

SECTION 2 A. TERM.

The initial term for this Lease Agreement shall be for a three (3) year period commencing **April 15, 2018 and ending April 14, 2021.**

SECTION 3. USE OF THE PREMISES.

a) WEST SCRANTON LITTLE LEAGUE, INC. shall use the leased premises for facilities for Little League, T-Ball, Farm League, Teener League, Miss-E-League Baseball for no other purposes. WEST SCRANTON LITTLE LEAGUE, INC. shall keep the premises open to all members of the public subject to the reasonable schedule for use by WEST SCRANTON LITTLE LEAGUE, INC., for practices and baseball games. WEST SCRANTON LITTLE LEAGUE, INC. shall make no alterations or improvements to the leased premises inconsistent with such use.

b) During the pendency of this Lease, WEST SCRANTON LITTLE LEAGUE, INC. will serve periodically as PRIMARY and SECONDARY TENANTS pursuant to the following schedule: From April 15th, 2018, until the conclusion of the SCRANTON SCHOOL DISTRICT'S BASEBALL season, and continuing each year thereafter through 2020, SCRANTON SCHOOL DISTRICT shall serve as the PRIMARY TENANT and WEST SCRANTON LITTLE LEAGUE shall serve as the SECONDARY TENANT. From the conclusion of the SCRANTON SCHOOL DISTRICT'S BASEBALL 2018 season until the conclusion of WEST SCRANTON LITTLE LEAGUE'S season, and continuing each year thereafter through 2020, WEST SCRANTON LITTLE LEAGUE shall serve as the PRIMARY TENANT and SCRANTON SCHOOL DISTRICT shall serve as the SECONDARY TENANT. During periods of PRIMARY TENANCY, the PRIMARY TENANT shall use the premises at its election. During periods of SECONDARY TENANCY, the SECONDARY TENANT shall be permitted to use the premises when not in use by the PRIMARY TENANT and upon mutual agreement between the

TENANTS. Mutual agreement shall not reasonably be withheld. If use of the premises for a specific date is unreasonably withheld by the TENANTS, then no TENANT shall be permitted to use the premises for the period of time contested.

b) TENANTS shall not permit any unlawful or immoral use of the premises and shall at its own expense properly comply with all present and future laws, notices, ordinances, orders, regulations and recommendations of the Federal, State and Local Authorities pertaining to use of occupancy, maintenance and improvement of the premises.

c) TENANTS further will not permit the sale, use or distribution of alcohol, alcoholic beverages, intoxicating liquors or drugs at any time on the premises.

#### SECTION 4. NON-EXCLUSIVE USE OF THE PREMISES.

While the premises may be utilized for official practices and scheduled games, the TENANTS agree to provide the Director of Parks and Recreation with a schedule detailing the monthly usage of the premises for scheduled practices and games. The field is to be available for use by the public at all other times and the Director of Parks and Recreation is the final arbitrator with respect to the actual usage of the premises. The word "public" shall mean the general public and shall not include any other organized activity.

#### SECTION 5. UTILITY CHARGES.

During the period of PRIMARY TENANCY, the PRIMARY TENANT shall pay all rents and charges for any utility services furnished for use upon or in connection with the premises as the same shall be due during the continuance of this lease and shall not be authorized to obligate the CITY for any charges for utility service or costs or expenses related to the utilities.

SECTION 6. TRASH REMOVAL.

All garbage, rubbish, refuse matter now or hereinafter on said premises shall be removed at the cost of the PRIMARY TENANT during the period of PRIMARY TENANCY at least once a week.

SECTION 7. PREMISES ACCEPTED AS IS.

TENANTS accept the entire premises as they are after full examination of their present condition without any representation having been made by any agent of the CITY. TENANTS can take the necessary steps to make and maintain the entire premises safe in all respects at its' own expense. TENANTS further agree to keep the entire premises in good order and repair at all times during the continuance of this lease.

Any and all improvements or alterations to the property must be approved by the Director of the City of Scranton's Parks and Recreation Department.

SECTION 8. USE BY CITY.

TENANTS accept the premises subject to the interest of the CITY of Scranton in and to any area which is not currently used, or which hereafter is not used for Little League, T-Ball, Farm League, Legion Baseball, High School Baseball games and practices. In the event the CITY wants to use portions of the herein described premises which are not used by TENANTS, said premises may be used by CITY for municipal purposes.

SECTION 9. THIRD PARTY AGREEMENTS.

TENANTS agree that it shall not enter into any Third Party Agreements for the use of the premises by other parties, or use of the premises by TENANTS that is different than or inconsistent with the use as stated in Section 3 above, without the prior written consent and approval of the Mayor of the City of Scranton.

#### SECTION 10. INDEMNIFICATION.

TENANTS do hereby release and discharge the CITY from any and all liability associated with the TENANTS occupancy and usage of the premises and agrees to indemnify the CITY from all liability and causes of action for damages arising from any injuries to any person and/or damaged property of the TENANTS, its agents, representatives or members or to any person or the property of any other person on the premises or present or future condition of the premises.

#### SECTION 11. INSURANCE.

During the period of PRIMARY TENANCY, the PRIMARY TENANT does hereby agree to maintain at all times a liability insurance policy with limits not less than \$1,000,000.00 in which policy the City of Scranton should be joined as an additional insured at no cost to the CITY. Upon execution of the agreement and thereafter on an annual basis, an annual certificate of insurance coverage must be furnished as proof that the association is in compliance with the requirements stated herein.

#### SECTION 12. PERMANENT IMPROVEMENTS.

No permanent improvements or alterations of any kind shall be made on the leased premises by the TENANTS without the prior written consent of the Mayor and Council of the City of Scranton.

Playground equipment, tennis and/or basketball courts may be removed by the TENANTS provided they obtain the written approval of the Director of the City of Scranton's Parks and Recreation Department. The Director of Parks and Recreation shall supervise the removal of playground equipment, tennis and/or basketball courts, and the removal shall be accomplished in accordance with the terms and conditions outlined by the Director; and all costs associated with the removal shall be borne solely by the TENANTS.



#### SECTION 13. LEASEHOLD IMPROVEMENTS.

TENANTS shall make all necessary improvements to the premises required to adapt same to TENANTS' occupancy and permitted use. Plans and specifications for TENANTS' improvements shall be submitted to and approved by the City of Scranton Parks and Recreation Department prior to the commencement of the construction of such improvements.

#### SECTION 14. MECHANIC'S LIENS.

TENANTS agree that at least thirty (30) days before any construction work, labor and materials, any and all of which have been approved in accordance with the provisions herein, are done, used or expended by TENANTS or TENANTS behalf by any person, firm or corporation or by any contractor, that TENANTS will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of CITY, giving notice that the CITY is not responsible for any work, labor or materials used or expended or to be used or expended on the premises.

#### SECTION 15. NO WAIVER OF TERMS.

Any indulgence by CITY whereby in one or many instances TENANTS are relieved from strict compliance with any term or terms in this Agreement, no matter how often repeated, shall not in any way be considered a waiver or CITY'S rights, but CITY may enforce the same at any time without any previous notice whatsoever.

#### SECTION 16. EFFECT OF FUTURE CONDEMNATION.

In the event that the premises herein described are the subject of any future condemnation, either partially or totally, the TENANTS will be entitled to damages for the value of those improvements only which were placed upon the premises by the TENANTS. Said monies shall be given to the TENANTS specifically for improvements to any future site that it may select.

SECTION 17. HOLDING OVER.

A holding over by TENANTS beyond the term of this lease shall not be deemed a renewal of this Lease unless agreed to in writing by CITY.

SECTION 18. LESSOR MAY ENTER.

TENANTS shall permit CITY and all authorized agents, representatives and employees of CITY to enter upon the premises from time to time to inspect the premises.

SECTION 19. DEFAULT.

a) It is agreed that the happening of any of the following events shall constitute a default by TENANTS:

(1) The failure of TENANTS to maintain its non-profit corporate status and to continue to operate the premises as contemplated by this Lease.

(2) The breach of any of the terms and conditions of this Lease.

b) Upon the happening of any of the events of default above enumerated, CITY shall then and thereafter have the right to terminate this Lease by notice in writing, or by posting upon the premises a notice in writing that term is at an end, and thereafter CITY and its agents and representatives may enter upon the premises and take possession thereof with or without Writ of Possession, and hold and retain possession thereof, and at the option of CITY may lease the same to others for CITY'S own use and benefit. CITY by so taking possession of the premises, shall not be deemed a trespasser, and the TENANTS hereby release CITY and its agents and representatives, and each and all of them, from any and all errors, damages and claims that may arise by reason of the proper and reasonable exercise of any of the remedies provided for herein.

c) It is agreed that an amicable action of ejectment may be entered in the Court of Common Pleas of Lackawanna County in which CITY shall be Plaintiff, and TENANTS and all who come

into possession of the premises during the term of this Lease or under TENANTS shall be Defendants, and TENANTS hereby confesses judgment in said action, and agree that in the event of default, as hereinabove defined, a Writ of Possession with clause permitting collection of all costs may be issued forthwith and reissued from time to time; and any attorney of any Court of record in Pennsylvania is hereby authorized to appear for the Defendants in said amicable action of ejectment and confess judgment in ejectment as above provided.

d) Waiver by the CITY of any default in performance by TENANTS of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

#### SECTION 20. TERMINATION BY DEFAULT.

At the option of the CITY, in any case of default or breach of covenant by TENANTS, this Lease shall immediately terminate and CITY may signify its exercise of any option to terminate by written notice to that effect delivered to TENANTS by certified mail. When this Lease shall be terminated, whether by default as aforesaid or by expiration of the term, any attorney of a court of record may thereafter appear for TENANTS in an amicable action of ejectment brought by CITY in the Court of Common Pleas of Lackawanna County for the recovery of possession of the premises, and therein confess judgment in favor of CITY and against TENANTS for which this Agreement shall be sufficient authority and warrant; and CITY may immediately issue thereof a writ of habere facias possession or any other proper writ of possession of said premises. If for any reason after any such action and ejectment has been commenced and the same shall be terminated and the premises remain in or be restored to the TENANTS, CITY shall have the right in the event of any default or defaults to bring one or more further amicable actions of ejectment with the authority to confess judgment against TENANTS, in manner and form hereinbefore set forth, by reason of such

subsequent default. TENANTS waive and release all damages by way of any legal or other proceedings had in pursuance of law.

SECTION 21. TERMINATION BY LESSOR.

CITY may terminate this lease at any time it should determine that public necessity and convenience require it to do so, by serving upon TENANTS in the manner herein provided, a written notice of its election so to terminate, which notice shall be served at least five (5) days prior to the date in the notice named for such termination.

SECTION 22. SURRENDER OF PREMISES.

a) TENANTS hereby accepts notice to quit, remove from, and surrender up possession of the premises to CITY at the end of the term, unless the term is renewed in accordance with the terms and conditions of this Lease, or whenever this Lease shall be terminated either in accordance with its terms or by forfeiture of any condition of the lease. No further notice to that effect shall be required, being hereby expressly waived.

b) At the expiration of this Lease, or at any sooner termination, the TENANTS will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term, reasonable wear, tear, and damage by the elements excepted. TENANTS further agree to leave the premises free from all nuisance and dangerous and defective conditions.

SECTION 23. PERFORMANCE OF COVENANTS.

All covenants and conditions herein are to be performed by TENANTS without demand; therefore, such demand being hereby waived by TENANTS.

SECTION 24. ENTIRE AGREEMENT.

It is further understood that the entire Agreement between the parties is embodied in the Agreement and that there are no implied or other warranties or covenants on the part of the CITY nor are there any further agreements, written, verbal or oral, either contemporaneous or otherwise, between the parties hereto, affecting the subject matter of this Agreement and that no part or item of this Agreement between the parties hereto, affecting the subject matter of this Agreement and that no part or item of this Agreement between the parties have been omitted.

SECTION 25. NOTICES.

All notices required under the terms and provisions of this lease shall be in writing and mailed by United States Registered Mail, Return Receipt Requested, postage prepaid, to CITY or TENANT, as the case may be, at the addresses set forth below, other address as either party may hereafter direct, by notice given in like manner. All written notices so mailed shall be effective as of 5:00 p.m. on the third full business day next following the day that the notice is mailed, as shown by the official Post Office receipt of mailing:

LESSOR:

City of Scranton  
Law Department  
340 North Washington Avenue  
Scranton, PA 18503

TENANT:

West Scranton Little League, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION 26. SUCCESSORS IN INTEREST.

The terms CITY and TENANTS shall include their successors and assigns as the case may be, and this Lease shall ensure to the benefit of and be binding upon CITY and TENANTS and their

respective successors and assigns, subject to the restriction on assignment and subletting herein set forth. The use of the singular term in all cases shall be deemed to include the plural.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

COUNTERSIGNED: CITY OF SCRANTON

BY: \_\_\_\_\_  
CITY CONTROLLER

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

ATTEST:

BY: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
DIRECTOR, PARKS AND RECREATION

APPROVED AS TO FORM: WEST SCRANTON LITTLE LEAGUE, INC.

BY: \_\_\_\_\_  
CITY SOLICITOR

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

ATTEST BY:

\_\_\_\_\_  
SECRETARY



DEPARTMENT OF LAW

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

April 5, 2018

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

RECEIVED

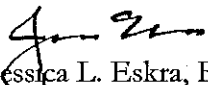
APR 09 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH WEST SCRANTON LITTLE LEAGUE, INC. FOR USE OF CITY OWNED PROPERTY FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl



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

2018

AN ORDINANCE

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH THE SCRANTON SCHOOL DISTRICT FOR USE OF CITY OWNED PROPERTY AS MORE FULLY DESCRIBED IN THE LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT "A" FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.**

WHEREAS, THE CITY OF SCRANTON, as the owner of certain lands, would like to make them available on a lease rental basis to the Scranton School District for a three (3) year period commencing April 15, 2018, and ending April 14, 2021; and

WHEREAS, the CITY OF SCRANTON is desirous of executing and entering into a Lease Agreement with the Scranton School District according to certain terms and conditions set forth in the Lease Agreement attached hereto as "Exhibit A".

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON AS FOLLOWS:**

**SECTION 1.** The Mayor and other appropriate officials of the City of Scranton are hereby authorized to execute and enter into a Lease Agreement with the Scranton School District for a three (3) year period commencing April 15, 2018 and ending April 14, 2021, substantially in the form attached hereto and made a part hereof.

**SECTION 2.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

**SECTION 3.** This Ordinance shall become effective immediately upon its being approved.

**SECTION 4.** 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 effect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

## LEASE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF SCRANTON, a Municipal Corporation of the Commonwealth of Pennsylvania located at 340 North Washington Avenue, City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania (hereinafter referred to as the "CITY") and the SCRANTON SCHOOL DISTRICT, with its principal registered office located at 425 North Washington Avenue, City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania (hereinafter referred to as the "SCRANTON SCHOOL DISTRICT", "TENANT", OR "TENTANTS").

WITNESSETH:

### SECTION 1. CONSIDERATION.

In consideration of the mutual promises contained herein the parties intending to be legally bound, the CITY leases to the SCRANTON SCHOOL DISTRICT the premises for a three (3) year term. The various commitments and agreements of the TENANT regarding insurance of the premises, maintenance of the premises, and usage of the premises comprise part of the consideration for this lease transaction.

### SECTION 2. DESCRIPTION OF THE PREMISES.

The CITY leases to SCRANTON SCHOOL DISTRICT all those certain pieces or parcels of land situate in the City of Scranton more particularly referred to and described as BATTAGLIA FIELD, SLOAN TEENER FIELD, and SLOAN SOFTBALL FIELD.

It is further agreed that this Lease is intended to include that area used by the WEST SCRANTON LITTLE LEAGUE, INC., SCRANTON SCHOOL DISTRICT, and the CITY for use as a baseball fields, and its facilities, such as bleachers, parking and buildings.

SECTION 2 A. TERM.

The initial term for this Lease Agreement shall be for a three (3) year period commencing **April 15, 2018 and ending April 14, 2021.**

SECTION 3. USE OF THE PREMISES.

a) SCRANTON SCHOOL DISTRICT shall use the leased premises for a facility for High School Baseball and for no other purposes. SCRANTON SCHOOL DISTRICT shall keep the premises open to all members of the public subject to the reasonable schedule for use by the WEST SCRANTON LITTLE LEAGUE, INC., for practices and baseball games. SCRANTON SCHOOL DISTRICT shall make no alterations or improvements to the leased premises inconsistent with such use.

b) During the pendency of this Lease, SCRANTON SCHOOL DISTRICT will serve periodically as PRIMARY and SECONDARY TENANTS pursuant to the following schedule: From April 15th 2018, until the conclusion of the SCRANTON SCHOOL DISTRICT'S BASEBALL season, and continuing each year thereafter through 2020, SCRANTON SCHOOL DISTRICT shall serve as the PRIMARY TENANT and WEST SCRANTON LITTLE LEAGUE shall serve as the SECONDARY TENANT. From the conclusion of SCRANTON SCHOOL DISTRICT'S BASEBALL 2018 season, until the conclusion of WEST SCRANTON LITTLE LEAGUE'S season, and continuing each year through 2020, WEST SCRANTON LITTLE LEAGUE shall serve as the PRIMARY TENANT and SCRANTON SCHOOL DISTRICT shall serve as the SECONDARY TENANT. During periods of PRIMARY TENANCY, the PRIMARY TENANT shall use the premises at its election. During periods of SECONDARY TENANCY, the SECONDARY TENANT shall be permitted to use the premises when not in use by the PRIMARY TENANT and upon mutual agreement between the TENANTS. Mutual agreement shall not

reasonably be withheld. If use of the premises for a specific date is unreasonably withheld by the TENANTS, then no TENANT shall be permitted to use the premises for the period of time contested.

b) TENANTS shall not permit any unlawful or immoral use of the premises and shall at its own expense properly comply with all present and future laws, notices, ordinances, orders, regulations and recommendations of the Federal, State and Local Authorities pertaining to use of occupancy, maintenance and improvement of the premises.

c) TENANTS further will not permit the sale, use or distribution of alcohol, alcoholic beverages, intoxicating liquors or drugs at any time on the premises.

#### SECTION 4. NON-EXCLUSIVE USE OF THE PREMISES.

While the premises may be utilized for official practices and scheduled games, the TENANTS agree to provide the Director of Parks and Recreation with a schedule detailing the monthly usage of the premises for scheduled practices and games. The field is to be available for use by the public at all other times and the Director of Parks and Recreation is the final arbitrator with respect to the actual usage of the premises. The word "public" shall mean the general public and shall not include any other organized activity.

#### SECTION 5. UTILITY CHARGES.

During the period of PRIMARY TENANCY, the PRIMARY TENANT shall pay all rents and charges for any utility services furnished for use upon or in connection with the premises as the same shall be due during the continuance of this lease and shall not be authorized to obligate the CITY for any charges for utility service or costs or expenses related to the utilities.

#### SECTION 6. TRASH REMOVAL.

All garbage, rubbish, refuse matter now or hereinafter on said premises shall be removed at the cost of the PRIMARY TENANT during the period of PRIMARY TENANCY at least once a week.

#### SECTION 7. PREMISES ACCEPTED AS IS.

TENANTS accept the entire premises as they are after full examination of their present condition without any representation having been made by any agent of the CITY. TENANTS can take the necessary steps to make and maintain the entire premises safe in all respects at its' own expense. TENANTS further agree to keep the entire premises in good order and repair at all times during the continuance of this lease.

Any and all improvements or alterations to the property must be approved by the Director of the City of Scranton's Parks and Recreation Department.

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TENANTS accept the premises subject to the interest of the CITY of Scranton in and to any area which is not currently used, or which hereafter is not used for Little League, T-Ball, Farm League, Legion Baseball, High School Baseball games and practices. In the event the CITY wants to use portions of the herein described premises which are not used by TENANTS, said premises may be used by CITY for municipal purposes.

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TENANTS agree that it shall not enter into any Third Party Agreements for the use of the premises by other parties, or use of the premises by TENANTS that is different than or inconsistent with the use as stated in Section 3 above, without the prior written consent and approval of the Mayor of the City of Scranton.

#### SECTION 10. INDEMNIFICATION.

TENANTS do hereby release and discharge the CITY from any and all liability associated with the TENANTS occupancy and usage of the premises and agrees to indemnify the CITY from all liability and causes of action for damages arising from any injuries to any person and/or damaged property of the TENANTS, its agents, representatives or members or to any person or the property of any other person on the premises or present or future condition of the premises.

#### SECTION 11. INSURANCE.

During the period of PRIMARY TENANCY, the PRIMARY TENANT do hereby agree to maintain at all times a liability insurance policy with limits not less than \$1,000,000.00 in which policy the City of Scranton should be joined as an additional insured at no cost to the CITY. Upon execution of the agreement and thereafter on an annual basis, an annual certificate of insurance coverage must be furnished as proof that the association is in compliance with the requirements stated herein.

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Playground equipment, tennis and/or basketball courts may be removed by the TENANTS provided they obtain the written approval of the Director of the City of Scranton's Parks and Recreation Department. The Director of Parks and Recreation shall supervise the removal of playground equipment, tennis and/or basketball courts, and the removal shall be accomplished in accordance with the terms and conditions outlined by the Director; and all costs associated with the removal shall be borne solely by the TENANTS.

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TENANTS shall make all necessary improvements to the premises required to adapt same to TENANTS' occupancy and permitted use. Plans and specifications for TENANTS' improvements shall be submitted to and approved by the City of Scranton Parks and Recreation Department prior to the commencement of the construction of such improvements.

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TENANTS agree that at least thirty (30) days before any construction work, labor and materials, any and all of which have been approved in accordance with the provisions herein, are done, used or expended by TENANTS or TENANTS behalf by any person, firm or corporation or by any contractor, that TENANTS will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of CITY, giving notice that the CITY is not responsible for any work, labor or materials used or expended or to be used or expended on the premises.

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Any indulgence by CITY whereby in one or many instances TENANTS are relieved from strict compliance with any term or terms in this Agreement, no matter how often repeated, shall not in any way be considered a waiver or CITY'S rights, but CITY may enforce the same at any time without any previous notice whatsoever.

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In the event that the premises herein described are the subject of any future condemnation, either partially or totally, the TENANTS will be entitled to damages for the value of those improvements only which were placed upon the premises by the TENANTS. Said monies shall be given to the TENANTS specifically for improvements to any future site that it may select.



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A holding over by TENANTS beyond the term of this lease shall not be deemed a renewal of this Lease unless agreed to in writing by CITY.

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TENANTS shall permit CITY and all authorized agents, representatives and employees of CITY to enter upon the premises from time to time to inspect the premises.

SECTION 19. DEFAULT.

a) It is agreed that the happening of any of the following events shall constitute a default by TENANTS:

(1) The failure of TENANTS to maintain its non-profit corporate status and to continue to operate the premises as contemplated by this Lease.

(2) The breach of any of the terms and conditions of this Lease.

b) Upon the happening of any of the events of default above enumerated, CITY shall then and thereafter have the right to terminate this Lease by notice in writing, or by posting upon the premises a notice in writing that term is at an end, and thereafter CITY and its agents and representatives may enter upon the premises and take possession thereof with or without Writ of Possession, and hold and retain possession thereof, and at the option of CITY may lease the same to others for CITY'S own use and benefit. CITY by so taking possession of the premises, shall not be deemed a trespasser, and the TENANTS hereby release CITY and its agents and representatives, and each and all of them, from any and all errors, damages and claims that may arise by reason of the proper and reasonable exercise of any of the remedies provided for herein.

c) It is agreed that an amicable action of ejectment may be entered in the Court of Common Pleas of Lackawanna County in which CITY shall be Plaintiff, and TENANTS and all who come

into possession of the premises during the term of this Lease or under TENANTS shall be Defendants, and TENANTS hereby confesses judgment in said action, and agree that in the event of default, as hereinabove defined, a Writ of Possession with clause permitting collection of all costs may be issued forthwith and reissued from time to time; and any attorney of any Court of record in Pennsylvania is hereby authorized to appear for the Defendants in said amicable action of ejectment and confess judgment in ejectment as above provided.

d) Waiver by the CITY of any default in performance by TENANTS of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

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CITY may terminate this lease at any time it should determine that public necessity and convenience require it to do so, by serving upon TENANTS in the manner herein provided, a written notice of its election so to terminate, which notice shall be served at least five (5) days prior to the date in the notice named for such termination.

#### SECTION 22. SURRENDER OF PREMISES.

a) TENANTS hereby accepts notice to quit, remove from, and surrender up possession of the premises to CITY at the end of the term, unless the term is renewed in accordance with the terms and conditions of this Lease, or whenever this Lease shall be terminated either in accordance with its terms or by forfeiture of any condition of the lease. No further notice to that effect shall be required, being hereby expressly waived.

b) At the expiration of this Lease, or at any sooner termination, the TENANTS will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term, reasonable wear, tear, and damage by the elements excepted. TENANTS further agree to leave the premises free from all nuisance and dangerous and defective conditions.

#### SECTION 23. PERFORMANCE OF COVENANTS.

All covenants and conditions herein are to be performed by TENANTS without demand; therefore, such demand being hereby waived by TENANTS.

#### SECTION 24. ENTIRE AGREEMENT.

It is further understood that the entire Agreement between the parties is embodied in the

Agreement and that there are no implied or other warranties or covenants on the part of the CITY nor are there any further agreements, written, verbal or oral, either contemporaneous or otherwise, between the parties hereto, affecting the subject matter of this Agreement and that no part or item of this Agreement between the parties hereto, affecting the subject matter of this Agreement and that no part or item of this Agreement between the parties have been omitted.

#### SECTION 25. NOTICES.

All notices required under the terms and provisions of this lease shall be in writing and mailed by United States Registered Mail, Return Receipt Requested, postage prepaid, to CITY or TENANT, as the case may be, at the addresses set forth below, other address as either party may hereafter direct, by notice given in like manner. All written notices so mailed shall be effective as of 5:00 p.m. on the third full business day next following the day that the notice is mailed, as shown by the official Post Office receipt of mailing:

LESSOR:

City of Scranton  
Law Department  
340 North Washington Avenue  
Scranton, PA 18503

TENANT:

Scranton School District  
425 N. Washington Ave.  
Scranton, PA 18503.

#### SECTION 26. SUCCESSORS IN INTEREST.

The terms CITY and TENANTS shall include their successors and assigns as the case may be, and this Lease shall ensure to the benefit of and be binding upon CITY and TENANTS and their respective successors and assigns, subject to the restriction on assignment and subletting herein set forth. The use of the singular term in all cases shall be deemed to include the plural.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

COUNTERSIGNED: CITY OF SCRANTON

BY: \_\_\_\_\_  
CITY CONTROLLER

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

ATTEST:

BY: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
DIRECTOR, PARKS AND RECREATION

APPROVED AS TO FORM: SCRANTON SCHOOL DISTRICT

BY: \_\_\_\_\_  
CITY SOLICITOR

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

ATTEST BY:

\_\_\_\_\_  
SECRETARY



DEPARTMENT OF LAW

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

April 5, 2018

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

RECEIVED

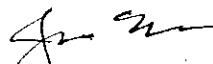
APR 09 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH THE SCRANTON SCHOOL DISTRICT FOR USE OF CITY OWNED PROPERTY AS MORE FULLY DESCRIBED IN THE LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT "A" FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

AN ORDINANCE

2018

AMENDING FILE OF THE COUNCIL NO. 64, 2014, AN ORDINANCE (AS AMENDED) ENTITLED "AN ORDINANCE ADOPTING THE QUALITY OF LIFE AND VIOLATIONS TICKET PROCESS IN THE CITY OF SCRANTON" BE AMENDED TO INCLUDE A NEW DEFINITION IN SECTION 2. DEFINITIONS, NEW VIOLATIONS IN SECTION 3. QUALITY OF LIFE VIOLATIONS AND NEW FINES AND PENALTIES IN SECTION 9. FINES AND PENALTIES.

WHEREAS, pursuant to the request of the Director of Licensing, Inspections, and Permits, this Ordinance will help combat blight and preserve the life, health, sanitation, safety and aesthetic value for the City of Scranton and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 64, 2014 An Ordinance (as Amended) be Amended to include the following new definition, new violations, and new fines and penalties to the Property Maintenance Rules and Regulations of the Quality of Life and Violations Ticket Process for the City of Scranton:

PROPERTY MAINTENANCE RULES AND REGULATIONS

**SECTION 2. Definitions.**

**NUISANCE ANIMAL** – A "Nuisance Animal" includes any domesticated animal that emits any frequent or habitual barking, howling, yelping, or other noises that disturbs the peace of another, runs at large upon public or private property without permission from the property owner, or an animal which soils, defiles, defecates or otherwise causes damage to public or private property other than the property of the owner.

**SECTION 3. Quality Of Life Violations.**

30. **Unlawful Occupancy.** It shall be unlawful to occupy, use or operate any building or structure or type of new or changed business within a structure, space, or building without first obtaining a Certificate of Occupancy issued by the building code official.

31. **Illegal Parking.** It shall be unlawful to park, store, or place a motor vehicle, commercial or otherwise, in any parking area, zoning district, land, parcel, or spot not conforming to the City of Scranton Zoning Ordinance or related Ordinances.

32. **Nuisance Animal.** Any animal that is considered a public nuisance, as defined in this Ordinance, in any neighborhood or zoning district by the Animal Control Officer or other public official shall be considered unlawful. This includes the harboring of nuisance animals.

33. **Unlicensed Dog.** It shall be unlawful to house, keep, or own a dog without obtaining the proper license from the Department of Licensing, Inspections, and Permits.

34. **Dangerous/Vicious Dog or Other Animal.** Any dog or other animal whose behavior poses a threat to public safety, which inflicts unjustified, serious injury, or poses an imminent threat of unjustified, serious aggression toward people or other animals shall be considered unlawful. This includes the harboring of such dangerous animals.

35. **Property Maintenance Violation – Other.** Any property maintenance violation not specifically mentioned in this Ordinance but falls under the confines of the International Property Maintenance Code as adopted by the City of Scranton and other related Ordinances. When issuing said violation, the public officer shall cite the specific section of the International Property Maintenance Code, as adopted by the City of Scranton, and other related Ordinances.

36. **Noise Disturbance/Nuisance.** Any person, entity, or business created a noise disturbance/nuisance, as defined in File of the Council No. 74 of 1993 (Zoning Ordinance) and File of the Council No. 116 of 1996.

37. **Abandoned/Junk Vehicle.** It shall be unlawful to store or park an abandoned/junk vehicle within the City as defined in File of the Council No. 74 of 1993 (Zoning Ordinance) and File of the Council No. 222 of 2003.

38. **Weights, Scales, and Measures.** Any business/property owner, operator/agent of a business involving weights, scales, and measures, including but not limited to, gas stations, jewelry and precious metal operations, meter reading, or any scale measuring up to one thousand (1,000) pounds, shall comply with all related City and State laws regarding such subject matter.

39. **Refuse for Pickup and Containers.** It shall be unlawful to set or place garbage out prior to twenty four (24) hours before the scheduled pick up time and for property owners not to have sufficient garbage containers of at least thirty two (32) gallon capacity for each unit within the building. When not out for pick up, garbage containers shall be placed in an inconspicuous area on the property.

#### **SECTION 9. Fines and Penalties.**

- A. Any person who violates this Part shall pay a fine as set forth herein for each offense, plus all direct and indirect costs incurred by the City for the clean up and abatement of the violation.

Violation	Description	Fine	Payment Due
QOL-030	Unlawful Occupancy	\$500.00	48 HOURS
QOL-031	Illegal Parking	\$50.00	48 HOURS
QOL-032	Nuisance Animal	\$50.00	48 HOURS
QOL-033	Unlicensed Dog	\$75.00	48 HOURS
QOL-034	Dangerous/Vicious Dog or Other Animal	\$150.00	48 HOURS
QOL-035	Property Maintenance Violation - Other	\$100.00	48 HOURS
QOL-036	Noise Disturbance/Nuisance	\$100.00	48 HOURS
QOL-037	Abandoned/Junk Vehicle	\$100.00	48 HOURS
QOL-038	Weights, Scales, and Measures	\$200.00	48 HOURS
QOL-039	Garbage for Pickup and Containers	\$100.00	48 HOURS

#### **SECTION 12. Severability.**

All relevant Ordinances, regulations, and policies of the City of Scranton, Pennsylvania not amended shall remain in full force and effect.

**SECTION 13.** Any Ordinance or part of an Ordinance conflicting with the provisions of this Ordinance shall be subordinate to this Ordinance to the extent of such conflict, and the language contained in the Ordinance shall control.

**SECTION 14.** 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 15.** This Ordinance shall be effective immediately upon approval.

**SECTION 16.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



**DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS**

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

March 20, 2018

Ms. Jessica Eskra Esq.  
City Solicitor  
Law Department  
City Hall

**RE: AMENDING FOC # 64 of 2014  
(Quality of Life Tickets)**

Dear Solicitor Boyles,

Please review the following amendments to bring before City Council for their evaluation and encouraged approval. I propose add the following:

To amend and include new Quality of Life violations and fines to aid in the enforcement process and help combat blight, life, health, safety, sanitation and aesthetic value for the City of Scranton. Said amendments are necessary for the enforcement of frequent and often daily reported violations, complaints and concerns and will assist in the timeframe on which said violations can be cured.

Please see Attachment A for the listed proposed changes.

If you should have any questions, please contact me at your earliest convenience.

Sincerely,

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

Cc: Thomas Oleski, Deputy Director/BCO



**DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS**

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March 20, 2018

Ms. Jessica Eskra Esq.  
City Solicitor  
Law Department  
City Hall

**RE: AMENDING FOC # 64 of 2014**  
**(Quality of Life Tickets)**

**Attachment A**  
**Proposed Changes**

**Section 3 Quality of Life Violations (Additions)**

**30. Unlawful Occupancy:** It shall be unlawful to occupy, use or operate any building or structure or type of new or changed business within a structure, space or building without first obtaining a certificate of occupancy issued by the building code official.

**31. Illegal Parking:** It shall be unlawful to park, store or place a motor vehicle commercial or otherwise, in any parking area, zoning district, land, parcel or spot not conforming to the City of Scranton Zoning Ordinance or related ordinances.

**32. Nuisance Animal:** Any animal that is considered a public nuisance as defined in this ordinance in any neighborhood or zoning district by the Animal Control Officer or other public official as defined in this ordinance and FOC 74 of 1993 (Zoning Ordinance) shall be considered unlawful. This includes the harboring of any nuisance animals.

**33. Unlicensed Dog:** It shall be unlawful to house, keep, or own a dog without obtaining the proper license from the Department of Licensing, Inspections & Permits Department.

**34. Dangerous/Vicious Dog or other animal:** Any dog or other animal whose behavior poses a threat to public safety. Any dog or other animal which inflicts unjustified, serious injury, or poses an imminent threat of unjustified, serious aggression toward people or other animals. This includes the harboring of such dangerous animals.

**35. Property Maintenance Violation-Other:** Any property maintenance violation not specifically mentioned in this ordinance but falls under the confines of the International Property Maintenance Code as adopted by the City of Scranton and other related ordinances.

- When issuing said violation ticket the public officer as defined by this ordinance shall cite the specific section of the IPMC or related ordinance.

**36. Noise Disturbance/Nuisance:** Any person, entity or business creating a noise disturbance/nuisance, as defined in FOC # 74 of 1993 (Zoning Ordinance) and in FOC # 116 of 1996.

**37. Abandoned/Junk Vehicle:** It shall be unlawful to store or park an abandoned/junk vehicle within the City as defined in FOC #74 of 1993 and FOC # 222 of 2003.

**38. Weights, Scales & Measures:** Any business/property owner, operator/agent of a business involving weights, scales and measures including but not limited to; gas stations, jewelry and precious metal operations, meter reading, or any scale up measuring up to 1,000 pounds, shall comply with all related City and State laws regarding such subject matter.

**39. Garbage for Pickup & Containers:** It shall be unlawful to set or place garbage out prior to twenty four (24) hours before the scheduled pickup time and for property owners not to have sufficient garbage containers of at least 32 gallon capacity for each unit within building. When not out for pickup, garbage containers shall be placed in an inconspicuous area on the property.

**Section 9 Fines & Penalties** (Additions)

QOL-30: Unlawful Occupancy	\$ 500.00
QOL-31: Illegal Parking	\$ 50.00
QOL-31: Nuisance Animal	\$ 50.00
QOL-33: Unlicensed Dog	\$ 75.00
QOL-34: Dangerous/Vicious Dog or other animal	\$ 150.00
QOL-35: Property Maintenance Violation-Other	\$ 100.00
QOL-36: Noise Disturbance/Nuisance	\$ 100.00
QOL-37: Abandoned/Junk Vehicle	\$ 100.00
QOL-38: Weights, Scales & Measures	\$ 200.00
QOL-39: Garbage for Pickup & Containers	\$ 100.00



DEPARTMENT OF LAW

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

April 3, 2018

RECEIVED

APR 09 2018


OFFICE OF CITY  
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 64, 2014, AN ORDINANCE (AS AMENDED) ENTITLED "AN ORDINANCE ADOPTING THE QUALITY OF LIFE AND VIOLATIONS TICKET PROCESS IN THE CITY OF SCRANTON" BE AMENDED TO INCLUDE A NEW DEFINITION IN SECTION 2. DEFINITIONS, NEW VIOLATIONS IN SECTION 3. QUALITY OF LIFE VIOLATIONS AND NEW FINES AND PENALTIES IN SECTION 9. FINES AND PENALTIES.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl