

AGENDA
REGULAR MEETING OF COUNCIL
May 14, 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 RESULTS REPORT FOR HEARING DATE HELD MAY 2, 2018.

[Tax Assessor's Results Report for 5-2-18.pdf](#)
 - 3.B AGENDA FOR THE BOARD OF ZONING APPEALS MEETING HELD MAY 9, 2018.

[Zoning Board Meeting 5-9-18.pdf](#)
 - 3.C MINUTES OF THE REGULAR MEETING OF THE LACKAWANNA COUNTY LAND BANK HELD APRIL 13, 2018.

[Lacka County Land Bank Meeting 4-13-18.pdf](#)
 - 3.D CHECK RECEIVED MAY 3, 2018 FROM COMCAST IN THE AMOUNT OF \$256,023.13 FOR QUARTERLY FRANCHISE FEE PAYMENT.

[comcast check for Quarterly Franchise Fee Pmt 2-3-18.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 - 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 BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO. 150.44 IN AN AMOUNT NOT TO EXCEED \$70,000.00 TO DISCOVERY MULTIPLE INTELLIGENCES PRESCHOOL, TO ASSIST AN ELIGIBLE PROJECT.

[Resolution - 2018- Loan to Grant to Discovery Multiple
Intelligences Preschool.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 PUBLIC SAFETY FOR ADOPTION - FILE OF THE COUNCIL NO. 16, 2018 -- 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](#)

7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR
ADOPTION - RESOLUTION NO. 37, 2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO
APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF
SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT
AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO FROM THE
PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY NATIONAL CRIME
STATISTICS EXCHANGE (NCS-X) PROGRAM IN THE AMOUNT OF
\$23,400.00.

[Resolution-2018 Grant application NCS-X program \\$23,400.00.pdf](#)

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 05/02/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	BARRETO MILAGROS	SCRANTON	15616050034		22000	22000
12:25 PM	WILLIAMS STEVEN F	SCRANTON W-20	16715020033		14000	14000
12:35 PM	PAEZ DAIANA	SCRANTON	15668030019		13000	11550
12:45 PM	KROWIAK EDWARD G & TREAT J	SCRANTON	14511010044		16000	15000
12:55 PM	CONNORS ROBER K & LINDA	SCRANTON	1341504000194	JASON OMALLEY	25500	23000
1:05 PM	TUBBS JOSEPH P & DEBORAH L	ROARING BROOK TWP	1700101001177	JASON OMALLEY	62580	60580
1:15 PM	ANISKA THOMAS A & CHERYL	ARCHBALD	09402050010		43900	32000
1:25 PM	LODER HOWARD B & KIMBERLY A	BENTON TWP	02814010031		25500	25500
1:35 PM	OCONNOR TERRENCE	CARBONDALE TWP	0750201000901		5000	3000
1:45 PM	PARKER GEORGE W & BONNIE L	CLARKS SUMMIT	1001004002102	PATRICK LAVELLE	46500	44000
1:55 PM	GLASSMAN ALAN & LAUREL	SOUTH ABINGTON TWP	0990202000205	PATRICK LAVELLE	106000	60000
2:05 PM	COZZA TREVOR & NICOLE	COVINGTON TWP	1970404000202		34985	33000
2:25 PM	HARAMIS STEPHEN	COVINGTON TWP	22702080150		4600	4150
2:25 PM	ZBACH SHAWN G & LARISA	DICKSON CITY	11405050001		20000	20000
2:35 PM	CAPONE MARY M	OLYPHANT	1250209001108	JUSTIN SULLA	50000	27000
2:45 PM	GIOMBETTI RONALD & RUTHANN	ROARING BROOK	1600102000512		35000	35000
3:05 PM	DEPIETRO ANTHONY & MELANIE	ROARING BROOK	1600102000523		79100	46500
3:15 PM	LAMBERT ROBERT A & JILL	MOOSIC	1850102001028		50000	35000
3:25 PM	SEBASTIANELLI J & FABRI E & R	OLYPHANT	12603010003		12400	12400
3:30 PM	KOESTER MARY FRANCES & ROBE	JEFFERSON TWP	1380401001711	LAWRENCE DURKIN	38000	38000

TOTAL RECORDS 20

RECEIVED

MAY 09 2018

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 (2nd Floor) ON WEDNESDAY,
MAY 9, 2018 @ 6 PM.

RECEIVED

MAY 10 2018

MEETING AGENDA AS FOLLOWS:

OFFICE OF CITY
COUNCIL/CITY CLERK

With-Drawn

~~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 2nd and 3rd 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.

**LACKAWANNA COUNTY LAND BANK
REGULAR MEETING MINUTES
April 13, 2018**

RECEIVED
MAY 10 2018
OFFICE OF CITY
COUNCIL/CITY CLERK

The regular meeting of the Lackawanna County Land Bank was held on April 13, 2018 in the Commissioners' Conference Room, 200 Adams Avenue, Sixth Floor, Scranton, Pennsylvania.

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

ROLL CALL

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

Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel, Ralph Pappas, Business Relations Manager and Laura McGowan, Housing Financial Analyst.

PUBLIC COMMENT ON AGENDA ITEMS ONLY

There were no comments made at this time.

MINUTES

A motion was made by Mr. Terrence McDonnell and seconded by Ms. Linda Aebli to approve the minutes of the March 9, 2018 regular meeting as prepared and presented.

All in Favor

PRESENTATION of VOUCHERS for EXAMINATION and APPROVAL

A motion was made by Ms. Marion Gatto and seconded by Ms. Linda Aebli to approve voucher expenditures of March 10, 2018 through April 13, 2018, as presented.

All in Favor

DISCUSSION ITEMS

a.) Land Bank Website Update: Mr. Pappas explained that the Land Bank website is about 90% finished. By next meeting, Design Done Right should be have everything prepared and ready to be shown.

b.) Blight to Bright LSA Grant Update: Mr. Kelly explained the Land Bank will be sponsoring a series of town hall meetings throughout Lackawanna County to inform the municipalities the Bright to Blight program as well as the benefits of Land Bank. NeighborWorks will be partnering with the county on this initiative. A contract with Chris Gulotta still needs to be signed to get things started. Todd Pousley from NeighborWorks mentioned they were looking at May 23rd as the possible date for a first meeting. The first meeting will be at Goodwill North.

c.) 1445 Meylert Avenue Update: Mr. Kelly explained that they just received a signed purchase agreement from the buyer and they have 90 days to complete a Phase 2 environmental assessment. The buyers are taking the property as is.

PROPERTY DISCUSSIONS

Property Donation Applications:

1129 Swetland Street & 2235-2237 N. Main Avenue

Ms. Aebli explained that these two properties are owned by RRR Investments, a company based in Florida. They purchased the properties in the hopes of rehabilitating them. However, when it became too expensive to do so, they decided they would instead like to donate them to the land bank. They will provide a \$500 cash donation for each property if the land bank would take them. The Advisory Committee suggested a 30 day waiting period, Jesse Ergott from NeighborWorks was going to look at it to see if it could be rehabilitated, and possibly a Land Bank sign would be placed outside to see if it generated any selling potential. Commissioner O'Malley mentioned the decrepit state of the roof on the home at 1129 Swetland Street, saying it would not be a house the Land Bank would want to take in, it most likely would have to be torn down. The recommendation of placing the Land Bank sign out front and waiting 30 days was accepted by the Board.

1911 Price Street

Ms. Aebli explained that an offer was received from Gerald and Arlene Beck from Lake Ariel. They would like to donate the property. Taxes are paid up to date. The Advisory Committee recommended to take the property in. Mr. Pappas discussed how this property is a vacant lot and there is another vacant lot next to it on the repository list, so if both were to be taken in it could become a more profitable amount of land. Steve Pitoniak made a motion to move to take both properties in, Terrence McDonnell seconded. All in favor.

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

119 South Dewey Avenue

Ms. Aebli explained that one application was received from a Mr. Steven Coyne, who resides in the neighborhood, who would like to purchase the parcel and maintain it as greenspace. It would be \$500 since it is not a side lot. The Advisory Committee advised to take it in. Terrence McDonnell made a motion to accept, Marion Gatto seconded. All in favor.

1215-1217 Pittston Avenue

Ms. Aebli explained that Ms. Enya Garcia is interested in purchasing both properties, they are on one lot. She was informed that the taxes are approximately \$7,000 a year. She would like to rehab the properties and turn them into rentals. Her bid was \$4,500 for both. Mr. Pappas said he has already spoken to Ms. Garcia, explaining what she would have to do in order to get the houses up to code for the city, which would be quite an undertaking. Ms. Garcia said she understood and would like to proceed. Steve Pitoniak made a motion to accept the bid, Terrence McDonnell seconded it. All in favor.

Property Purchase Applications:

N. Merrifield Avenue, 1500 Block Crown Avenue, 1500 Block Crown Avenue & White Birch Drive

Ms. Aebli explained that for these four properties, Hillsboro Inlet LLC, a company out of Wyoming, would like to purchase all four properties. Mr. Pappas and Mr. Kelly looked into Hillsboro Inlet LLC, which is a hedge-fund investment company. They have bought other property in Pennsylvania and it seems they are going to employ a buy and long term hold strategy, with the hopes of selling the land in the future, for profit. These parcels have been on the list since the beginning and have not had other interested parties until now. Hillsboro Inlet has submitted cashier's checks already for the amounts of their bids. Mr. Pappas is going to look into the tax payment history on these particular vacant lots. Terrence McDonnell made a motion to accept the bids, Marion Gatto seconded it. All in favor.

Mr. McDonnell referred back to the previous house discussed on Swetland Street and wondered if it would be possible to ask RRR Investments to pay for the demolition of the home in question. That way, the Land Bank could offer to take it in so RRR wouldn't have to pay taxes on it anymore

ACTION ITEM

Resolution NO. 18-011 Approving the Donation of Property to the Lackawanna County Land Bank located at 1911 Price Street, Scranton PA, Parcel Pin #: 14513040031

Motion by Marion Gatto

Seconded by Linda Aebli

All in favor

Resolution No. 18-012 Approving the Acquisition of additional property from the Tax Claim Office Repository List of Unsold Property located at 119 South Dewey Avenue, Scranton PA, Parcel Pin #: 14412020073 and 1215-1217 Pittston Avenue, Scranton PA, Parcel Pin #: 16707030056

Motion by Marion Gatto

Seconded by Linda Aebli

All in favor

Resolution No. 18-013 Approving the Conveyance of Certain Land Bank Owned Property under the Land Bank Property Purchase Program located at N. Merrifield Avenue, Scranton, Parcel Pin #: 14412040052, 1500 Block Crown Avenue, Scranton Parcel Pin #: 16712020004, 1500 Block Crown Avenue, Scranton Parcel Pin #: 16712020003 & White Birch Drive, Scranton, Parcel Pin #: 1340101000423 to Hillsboro Inlet, LLC, Casper Wyoming 82609

Motion by Marion Gatto

Seconded by Linda Aebli

All in Favor

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No members of the public addressed the board.

ADJOURNMENT

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

Marion Gatto, Secretary

Prepared by Laura McGowa



DEPARTMENT OF BUSINESS ADMINISTRATION

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

MEMORANDUM

RECEIVED
MAY 08 2018

DATE: May 8, 2018
TO: Wayne Beck, City Treasurer
FROM: Nancy Krake, Staff Accountant
RE: Check for Deposit

OFFICE OF CITY
COUNCIL/CITY CLERK

Enclosed kindly find the following check received from Comcast, representing the CATV franchise fee due the City of Scranton for Invoice/Statement # 477381 Jan-Mar, 2018.

Comcast	Chk. # 520679745	\$256,023.13
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This check is to be deposited into Account #01.380.38010 (CATV Revenue).

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



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

10297282

PAGE: 1 of 1

DATE: May 3, 2018
CHECK NUMBER: 520679745
AMOUNT PAID: \$256,023.13



00468 CKS ZA 18123 - 0520679745 NNNNNNNNNNNN 1235100004005 X193A1 C

SCRANTON CITY OF PA
ATTN CITY CLERK
340 N WASHINGTON AVE
SCRANTON PA 18503



VENDOR NUMBER: 267205

VENDOR: SCRANTON CITY OF PA

INVOICE NO.	INVOICE DATE	ACCOUNT NUMBER	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
477381	03/31/18		303121-Scranton PA	\$0.00	\$256,023.13
			TOTALS	\$0.00	\$256,023.13

PLEASE DETACH BEFORE DEPOSITING CHECK



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

CHECK
NUMBER 520679745

56-1544
441

May 3, 2018

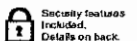
*** VOID AFTER 180 DAYS ***

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

CHECK AMOUNT

\$256,023.13

EXACTLY *****256,023 DOLLARS AND 13 CENTS



JPMorgan Chase Bank, N.A.
Columbus, OH

Authorized Signature

12

520679745 10441154431

675528343

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 BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO.150.44 IN AN AMOUNT NOT TO EXCEED \$70,000.00 TO DISCOVERY MULTIPLE INTELLIGENCES PRESCHOOL, TO ASSIST AN ELIGIBLE PROJECT.

WHEREAS, the City of Scranton Office of Economic and Community Development has available Program funds from Project No.150.44, from the City of Scranton's Business and Industry Loan/Grant Program which funds were transferred into this program from the Keystone Communities Enterprise Zone Program, to assist a business within the City of Scranton for the purpose of creating two (2) new full time equivalent job creations for low and moderate income persons; and

WHEREAS, the City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.44, from the City of Scranton Business and Industry Loan/Grant Program in an amount not to exceed \$70,000.00 to be used for the purchase of Real Estate property for the operations of Discovery Multiple Intelligences Preschool to be located at 1301 Beech Street, Scranton, PA 18505, to develop said property for Educational uses including opening and the operation of a preschool facility for their use at the project site; and

WHEREAS, the Loan will convert to a Grant if Discovery Multiple Intelligences Preschool, fulfills the job creation requirements contained in the Loan to Grant Agreement; and

WHEREAS, this loan furthers the plan to revitalize Scranton.

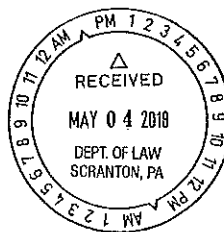
NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan to Grant Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, and to disburse the loan funds from Project No. 150.44, City of Scranton Business and Industry Loan/Grant Program in an amount not to exceed \$70,000.00 to Discovery Multiple Intelligences Preschool, a Pennsylvania non-profit corporation with a principal place of business located at 1301 Beech Street, Scranton, PA 18505.

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.



May 4, 2018

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

Re: Discovery MI Preschool
OECD / \$70,000.00
Project # 150.44

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 (Discovery MI Preschool) in the amount of \$70,000.00.

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

Sincerely,

Linda B. Aebli
Executive Director

lba/tp

Letter only

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

**LOAN TO GRANT AGREEMENT
UNDER
BUSINESS AND INDUSTRY LOAN GRANT PROGRAM
OF THE CITY OF SCRANTON
AND
DISCOVERY MULTIPLE INTELLIGENCES PRESCHOOL**

This Loan to Grant Agreement is entered into as of the ____ day of _____, 2018, by and between **The City of Scranton** (hereinafter referred to as the "**City**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 N. Washington Ave., Scranton, Pennsylvania 18503 and **Discovery Multiple Intelligences Preschool**, a Nonprofit Corporation organized and existing under Pennsylvania law, which has a place of business located at 1301 Beech Street, Scranton, Pennsylvania 18505. (hereinafter referred to as the "**Borrower**") and Owners, Officers & Board of Directors of **Discovery Multiple Intelligences Preschool** (hereinafter referred to as "Guarantors"). (Borrower City and Guarantors are sometimes referred to collectively herein as the "Parties").

WITNESSETH

WHEREAS, Borrower wishes to operate a business located in the City of Scranton; and

WHEREAS, the Borrower seeks to purchase and revitalize the property located at 1301 Beech Street, Scranton, PA 18505 (the "Property") for Educational uses (such Property also referred to herein as the "Project Site"); and

WHEREAS, the Borrower is seeking to borrow from the City **\$70,000.00** (the "Loan") and to use the Loan for acquisition of the Property for the Project (as hereinafter defined) to assist with the purchase of the Property for Educational uses including the opening and operation of the **Discovery Multiple Intelligences Preschool** at the Project Site and if the borrower fulfills the requirements of Section 6 hereof to have the Loan converted into a Grant; and

WHEREAS, The **Discovery Multiple Intelligences Preschool**, has made application to the City (the "Application") for a loan under the program known as the Scranton's Business & Industry Loan/Grant Program in the amount of \$70,000.00; and

WHEREAS, City herein agrees to provide financing under the Scranton's Business & Industry Loan/Grant Program by making a Loan to the Borrower in

the amount of **\$70,000.00** and, such funds are available from the Pennsylvania Keystone Communities Enterprise Zone Program to provide such financing by borrowing, at 2.5% interest; and

WHEREAS, the parties wish to herein provide for terms and conditions of repayment of the Keystone Communities Enterprise Zone Program Funds and designate the uses to which the Funds may be applied.

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

LOAN TO GRANT

1. Keystone Communities Enterprise Zone Program Funds. City shall make the Loan to the Borrower(s) in the amount of **\$70,000.00**, which shall be advanced to them as in accordance with the terms and conditions set forth in the Application. Borrower(s) agree to adhere to all program guidelines and if this Agreement conflicts with those guidelines, the guidelines are the controlling document.

2. Interest on Keystone Communities Enterprise Zone Program Funds. If Borrower fulfills all of its obligations contained in Section 6 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.

3. Availability of Keystone Communities Enterprise Zone Program Funds. The City has, by Notice of Award of Grant, and passage of Resolution No. ? on the day of , **2018** approved making the Loan to the Borrower. Exhibit "A" attached -----*insert # after approval*

4. Terms for Repayment of the Keystone Communities Enterprise Zone Program Funds. The Loan shall be evidenced by the Borrower's note (the "Note"), dated as of Closing, in the principal amount of Seventy Thousand Dollars (**\$70,000.00**), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 6 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 **Six Hundred and Fifty Nine dollars and Eighty Nine Cents (\$659.89)**, and thereafter continue to make such payment on the same day of each subsequent month, for a total of **One Hundred Twenty (120)** months. 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.

5. Security. Repayment of the Keystone Communities Enterprise Zone Program Funds shall be secured by a security agreement providing for a Second lien on all the property owned by the Borrower(s), (the "Security Agreement"), a Promissory Note executed by the Borrower(s), and a Personal Guaranty executed by the Borrower(s).

6. Conditions. Funding of the Keystone Communities Enterprise Zone Program will be subject to Borrowers fulfilling the following conditions to the satisfaction of the City:

(a) Execution of the Note and Loan Agreement;

(b) Creation of New Jobs: As an absolute condition of the Loan, Borrower agrees to create, within **Six (6) months** from the date of this Loan Agreement, at least **Two (2) NEW**, full-time or full-time equivalent, permanent employee as a direct result of the project financed by the City Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement (ATTACHMENT "A") by mutual consent between Borrowers and City. Borrower agrees to ensure that at least fifty-one (51%) percent of the positions described in the ATTACHMENT "A" will be held by and/or made available to low-and moderate income persons (24 CFR 570.208) as low-and moderate income persons as defined in 24 CFR 570.3.

Borrower agrees promptly to collect from its employees and potential employees the reasonable and necessary data and provide all necessary payroll records required by 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 upon the request by City.

(c) Hiring Commitment Fulfillment. City shall review all employment data submitted in consideration of 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 (6) months** from the time Closing Date and they Borrower has presented to City a sworn statement which itemizes the positions created.

(d) Penalties for Failure to Meet Hiring Commitments. If, by **Six (6) months** from 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 City Loans equal to the balance outstanding on the City Loans 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 which originated in Borrower's failure to fulfill their hiring commitments. The amount to be repaid shall not exceed the original amount of the City Loan.

(e) Sustained Operations and Employment

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

The parties hereto acknowledge that funds cannot be disbursed until completion by the city of all requirements necessary for it to be legally capable of making the loan.

7. Covenants. The Borrowers covenant and agree with the City that so long as any portion of the Loan remains outstanding and unpaid the borrowers shall:

- (a) pay promptly when due all installments of interest at the times and in the manner specified in the Note executed in accordance with this Loan Agreement 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 Agreement and the Note; including principal and interest when due.
- (b) keep, perform, and comply with all covenants, terms, and conditions of this Loan Agreement;
- (c) as applicable, maintain all the franchises, licenses, permits and other authorizations required for the ownership of (**Discovery Multiple Intelligences Preschool**), and any various or affiliated partnerships or corporations, and continuously 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 business property and its other assets in good order and condition, make 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 Borrowers, and upon providing reasonable prior notice to the borrowers;

- (e) maintain property insurance, public liability insurance, flood insurance (if necessary), and such other types of insurance that the City may reasonably require, with insurance companies 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 all policies and certificates 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 its business and property;
- (g) pay promptly when due all real estate taxes, sewer rentals, and other municipal assessments, rentals, and charges of every nature and kind at any time levied and imposed on the Project, as well as all debts, obligations, and claims of every nature and kind which, if unpaid, might or could become lien or charge upon the property and business, 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 borrowers liability is covered by escrows or reserves that the City shall reasonably deem adequate;
- (h) furnish to the City, within one hundred twenty (120) days after the end of each fiscal year, financial statements of the borrowers prepared at a minimum, on a review 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. The borrowers hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the City copies of audit reports of the borrowers made by any of them;
- (j) promptly give written notice to the City of any damage to the Property or any of its other assets or equipment as well as written notice of the revocation or termination of any franchise, license,

permit or other authorization required for the operation of its business or property or any other event, including litigation or other proceedings commenced or threatened, which might or could have a material adverse effect on The borrowers' financial condition or on the operation of The borrowers' 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;

- (k) perform in a timely manner all of its covenants, obligations and agreements under each contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to any asset owned by it; and
- (l) comply with all applicable provisions of the Keystone Communities Enterprise Zone Program and any and all regulations, ordinances or laws governing this Loan Program.

8. Representations and Warranties. To induce the City to provide the financing described in this Loan Agreement, the borrowers hereby represents and warrants to the City that:

- (a) **Discovery Multiple Intelligences Preschool**, is a Pennsylvania non-profit corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania;
- (b) **Discovery Multiple Intelligences Preschool**, maintains their principal office at 1301 Beech Street, Scranton, PA 18505 and all books and records of the business pertaining to their financial condition and their operation are kept at such address;
- (c) the borrowers have the power and authority to own its assets and to carry on the activities contemplated by the Application;
- (d) the borrowers hold all 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;
- (e) 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 **Discovery Multiple Intelligences Preschool**, limited operating agreement or books or any statute or 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 agreement or instrument to which the borrowers are a party or by which it is bound or to which it is subject, or constitute a default there under, a result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the borrowers pursuant to the terms of any such agreement, instrument or otherwise;

- (f) 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 owners in conformity with its certificate of incorporation and bylaws and, when duly executed and delivered by the appropriate officers of the entity, will constitute valid and binding obligations of the entity enforceable in accordance with their respective terms if required, as well as individually and in partnership;
- (g) 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 statute or regulation, or any order, decree, or decision of any court or governmental agency binding upon borrowers or conflict with or result in the breach of any of the covenants, terms, and conditions of any agreement or instrument to which the borrowers are a party or by which it is bound or to which it is subject, or constitute a default hereunder, or result in the creation of a lien, charge or encumbrance of any nature or kind upon any of the borrowers' assets pursuant to the terms of any such agreement or instrument;
- (h) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with all of the covenants, terms, and conditions thereof, will constitute valid and binding obligations of the borrowers, enforceable in accordance with their respective terms;
- (i) the borrowers have 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;
- (j) there is no material litigation or governmental proceeding pending or (to the knowledge of the borrowers) threatened against or affecting the borrowers or any of its assets of the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the borrowers;

- (k) the borrowers will not dispose of any hazardous waste at the Borrowers place of business and will not knowingly violate any environmental statutes, regulation or other restrictions;
- (l) there is no material fact that the borrowers has not disclosed to the City which could have a material adverse effect on the Borrowers place of business or the prospects or condition (financial or otherwise) of the Borrowers. No Certificate or statement delivered herewith or heretofore by the borrowers 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.
- (m) Books, Records, and Reports. The borrowers will at all times keep proper books of account in a manner satisfactory to the City and subject to accepted accounting practices. Borrower hereby authorizes City to make or cause to be made, at borrowers' expense and in such manner and at such times as City may require,
- (n) inspections and audits of any books, records and papers in the custody or control of borrowers or others, relating to borrowers' financial or business conditions, including the making of copies thereof and extracts there from, and (b) inspections and appraisals of any of borrowers' assets. Borrowers will furnish to City for the twelve (12) month period and semi-annually thereafter, financial and operating statements. Borrowers hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of borrowers and any desired information from reports, returns, files, and records of such authorities upon request therefore by City.
- (o) Borrowers shall not execute any contracts for management consulting services without prior approval of City.
- (p) Distributions and Compensation. Borrowers will not, without the prior written consent of City (a) declare or pay any dividend or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or consolidate, or merge with any other company, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, or any company directly or indirectly controlling or affiliated with or controlled by borrowers, or any other company, or to any officer,

director or employee of borrowers or any such company (b) make any distribution of assets of the business of borrowers, other than reasonable compensation for services, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any of its employees, or to any company directly or indirectly controlling or affiliated with or controlled by borrowers, or any other company.

(q) Other Provisions:

- (1) Prior to disbursement City must have evidence that borrower is current on all Taxes and that a Repository Plan for the payment of future withholding taxes has been established.
 - (2) Borrowers will not, without prior written consent of City, purchase any additional life insurance from the business income or assets.
 - (3) City must agree that, in the event of a default by the borrowers, it will, if allowed by law, execute any right of set-off available to it.
 - (4) Prior to disbursement, borrowers must provide to City a list of all fixtures and equipment now owned or to be purchased by Item, Model # and Serial #, as well as a general description of Fixtures and Equipment and number, by category, if required
 - (5) Prior to the first disbursement, borrowers is to submit certification that it is currently and will remain in compliance with all environmental laws, rules and regulations concerning all phases and aspects of the operations of the business. Any subsequent failure to comply with said applicable environmental laws, rules and regulations will result in a default of the loan.
- (r) Change of Ownership: Borrowers must agree that this loan may be accelerated and payments called for by Holder if the borrowers, during the term of the loan, effects a change of ownership or control of the business without prior written approval of City.

The borrowers shall deliver to the City at Closing, an opinion of its counsel, in form acceptable to the City, as to good standing, authorization, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigations, and, except as previously disclosed herein, compliance with all existing agreements and such other matters as the City may reasonably require.

9. Event of Default. An event of default under this Loan Agreement shall be deemed to have occurred if borrowers shall:

- (a) fail to pay any installment of interest or principal on the note when due or within five (5) days after receipt of written notice of the failure to pay;
- (b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within five (5) days of borrowers' receipt of notice from the City of such failure;
- (c) 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, borrowers shall be permitted additional time to comply as agreed upon between the parties, so long as borrowers commences compliance and pursues it vigorously within the initial thirty (30) day period;
- (d) fail to pay any installment of interest or principal due on the **\$70,000.00** loan from the City's Keystone Communities Enterprise Zone Program Fund; or
- (e) become insolvent or file or be named in any petition for relief under the Bankruptcy Code or Make any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the borrowers' properties and assets or apply for a consent to or suffer the appointment of a receiver or trustee.

10. Remedies. If an event of default as defined in Section 9 of this Loan Agreement shall occur, the City shall be entitled, upon ten (10) days prior written notice to borrowers, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand, protest or notice 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. Allowable Costs. Borrowers recognizes that City is obligated to examine all costs claimed by borrowers relating to the Project for the purpose of cost recovery to effectuate the long term goals of the Keystone Communities

Enterprise Zone Program Funds. Without limiting the general applicability of the foregoing, borrowers are 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 incurred prior to the notices of award of the grant by City;
- (b) Costs paid out prior to the execution of this Loan Agreement;
- (c) Interim interest paid on funds borrowed by borrowers in anticipation of disbursement of City's loans or other Project funds;
or
- (d) The compensation of consultants and professional service providers.

12. Audit. Borrowers agree to participate actively if requested, and without compensation, in 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 as per Paragraph twelve.

13. No Liability for Failure to Complete. Borrowers agree to include in all contracts with any party involving the use of Loan Funds an acknowledgment that City shall not be liable to any party for completion of, or the failure to complete, any activities which are part of the Project.

13A. The regulations for the DCED Program contained the laws of the Commonwealth of Pennsylvania.

13B. All requirements imposed by the City, DCED and any other Statutory or regulatory requirement in law or in equity as well as contractual, mortgage, note or otherwise.

14. (a) Court Expenses. Borrowers agree to pay reasonable attorney's fees, court costs and disbursements ordered by the court in the event City takes successful legal action to enforce City's rights under this Loan Agreement.

(b) Reimbursable Expenses. Borrower will, on demand, reimburse the City for any and all costs, fees and expenses 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 borrowers' application for the making of and the administration of borrowers permanent financing stages of the Loan.

15. Recording Costs. Borrowers agree to pay all recording cost and filing fees related to the Loan, if any.

16. Hold Harmless Agreement. Borrowers will indemnify and defend 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 City, its agents or employees. In particular, but without limiting the general application of the foregoing, and pursuant to Section 13(b) above, borrowers will, within thirty (30) days of City's demand, pay any penalty or recapture levied upon City which originates in borrowers' failure to fulfill, or document the fulfillment of, its commitments stated in this Loan Agreement or the Application; provided, the aggregate amount paid to City pursuant to this Section 19 and Section 13 shall in no way exceed the original amount of the Loan plus any due or accrued and unpaid interest and any penalties which may or may not be assessed.

17. 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.

18. 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 to the party to receive notice or demand at the address stated in the introductory portion of this Loan Agreement, 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.

19. Consent to Jurisdiction. The borrowers 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 whether arising hereunder or under any other agreement or undertaking, and irrevocably agrees to service of process by Certified Mail, Return Receipt Requested to the address of the borrowers set forth herein. The borrowers 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 consent to any and all relief ordered by such court.

20. 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.

21. 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 borrowers shall not have the right to assign this Loan Agreement or any rights hereunder to any other person or entity, unless the borrowers' business and property is sold to a purchaser acceptable to the City.

22. Entire Agreement. It is understood and agreed by the parties hereto that this Loan Agreement shall constitute the only agreement between them relative to this Loan, and 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.

23. Honorable Agreement. This is an honorable Agreement intended to achieve the recited purposes. This 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.

24. Waiver of Breach. The waiver by the City of a breach of any provision of this Agreement by the borrowers shall not operate nor be construed as a waiver of any subsequent breach by the borrowers.

25. Counterparts. This agreement may be executed in Six (6) or more counterparts, each of which shall be deemed an original and together constitute one and the same agreement.

26. Survivorship Clause. Borrowers and City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement, may survive the termination of this Agreement and be legally binding upon the parties hereto subsequent to the termination of this Agreement.

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

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

City:

COUNTERSIGNED

CITY OF SCRANTON

BY: _____ BY: _____
City Controller Mayor

DATE: _____ DATE: _____

BY: _____ BY: _____
Executive Director OECD City Clerk, attest to Mayor's signature
Office of Economic and
Community Development DATE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
City Solicitor

DATE: _____

Borrowers:

**Discovery Multiple Intelligences
Preschool,**

ATTEST:

Witness
Secretary
Dr. Michelle Dudley

President,
Stacy Nivert,

DATE: _____

Vice-President,
Dr. Meghan Feliciani

DATE: _____

Attachment “A”
Job Creation Requirements



Attachment A

Business & Industry Loan/Grant Program

BORROWER: Discovery Multiple Intelligences Preschool

Following is a summary of new, permanent jobs to be created as a result of the EZ 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)			
Teacher	1	0	created	yes	yes
Cook		20	created	yes	yes
Janitor		20	created	yes	no

FT JOBS	1
PT JOBS AS FTE	1
TOTAL JOBS	2

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

\$70,000.00

Scranton, Pennsylvania
_____, 2018

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, Discovery Multiple Intelligences Preschool, (hereinafter called the "Maker"), a Pennsylvania corporation with a principal place of business located at 1301 Beech Street, Scranton, PA 18505, 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 **Seventy Thousand Dollars (\$70,000.00)**, (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 **Six Hundred and Fifty Nine Dollars and Eighty Nine Cents (\$659.89)**.

(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 CONFERRED 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: Discovery Multiple Intelligences Preschool

Secretary
Dr. Michelle Dudley, Ph.D

By: _____
Board President,
Stacy Nivert

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-

DISCOVERY MULTIPLE INTELLIGENCES PRESCHOOL, a Pennsylvania non-profit corporation with a principal place of business located at 1301 Beech Street, Scranton, PA 18505 (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 real estate, 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 Second priority security interest in all the Collateral, together with all present and future products of Collateral and all present and future proceeds of Collateral (including but not limited to all leases, rents, issues, profits, credits, rebates, refunds, increases, replacements of and additions and accessions to the Collateral and all cash and non-cash insurance proceeds). This right to proceeds does not, and shall not be interpreted to constitute authorization or consent by CITY to any disposition of any Collateral. This AGREEMENT and the security interest granted herein shall stand as general and continuing security for all Liabilities and may be retained by CITY until all Liabilities have been satisfied in full; provided, however, that this AGREEMENT shall not be rendered void by the fact that no Liabilities or commitment by CITY to make advances to BORROWER exists as of any particular date, but shall continue in full force and effect until the filing of a termination statement signed by CITY with respect to all the Collateral.

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

3. **LIABILITIES** The Collateral secures, and will secure, all Liabilities of BORROWER to CITY. Liabilities as used herein shall mean and include any past, present or future loans, notes, mortgages, bonds, advances, re-advances, substitutions, extensions, renewals, interest, late charges, penalties, costs, and fees of any and all types, whether primary, secondary, absolute or contingent, direct or indirect, joint several or independent, voluntary or involuntary, (including overdrafts), now or hereafter existing, due or to become due, or held or to be held by, CITY for its own account or as agent for another or others, whether created directly or acquired by negotiation, assignment or otherwise, and all instruments and documents evidencing any of the above and shall also include but not be limited to that certain Promissory Note, dated the ____ day of _____, 2018, in the amount of **Seventy Thousand Dollars (\$70,000.00)** 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 Second 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 second priority lien in and to all Collateral and that there are no liens and there will be no other liens, security interests, encumbrances or adverse claims by any person to any of the Collateral except 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:

Attest:
Preschool

Discovery Multiple Intelligences

Secretary
Dr. Michelle Dudley, Ph.D

By: _____
Board President,
Stacy Nivert

Date: _____

GUARANTY

Pursuant to this Guaranty dated the ____ day of _____, 2018 the undersigned, listed **Officers & Board Members of Discovery Multiple Intelligences Preschool**, (hereinafter referred to as "**Discovery MI Preschool**,") ("GUARANTOR") a Pennsylvania Non-Profit Corporation with a principal place of business located at 1301 Beech Street, Scranton, PA 18505, 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, **Discovery MI Preschool**, and all of its liabilities to the City as set forth in that certain Loan to Grant Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to **Discovery MI Preschool** in the amount of **Seventy Thousand Dollars (\$70,000.00)**.

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

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the **Discovery MI Preschool** 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 **Discovery MI Preschool**, 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 **Discovery MI Preschool** 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 **Discovery MI Preschool** liabilities to City and with respect to any rights against any persons or persons (including the **Discovery MI Preschool** 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 **Discovery MI Preschool** 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 **Discovery MI Preschool**, or to any other person; (b)

without proof of demand; (c) without requiring City to resort first to the **Discovery MI Preschool**, 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 **Discovery MI Preschool** liabilities to City or the liability of the undersigned hereunder.

If any of the **Discovery MI Preschool** liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the **Discovery MI Preschool** 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 ("DISCOVERY MI PRESCHOOL"), 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 DISCOVERY MI PRESCHOOL 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 DISCOVERY MI PRESCHOOL 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.

Stacy Nivert, President

DATE: _____

So long as the **Discovery MI Preschool** 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 **Discovery MI Preschool** or out of the property of the **Discovery MI Preschool**.

A subsequent Guaranty by the undersigned or any other guarantor of the **Discovery MI Preschool** 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 **Discovery MI Preschool** liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

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

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

Commonwealth of Pennsylvania)
County of Lackawanna) ss:

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

57

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

Commonwealth of Pennsylvania)
County of Lackawanna) ss:

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

58

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

Commonwealth of Pennsylvania)
County of Lackawanna) ss:

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

59

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

Commonwealth of Pennsylvania)
County of Lackawanna) ss:

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

60



PENNSYLVANIA

DEPARTMENT OF LAW

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

RECEIVED

MAY 07 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

May 7, 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 BUSINESS AND INDUSTRY LOAN/GRANT
PROGRAM FOR PROJECT NO.150.44 IN AN AMOUNT NOT TO EXCEED
\$70,000.00 TO DISCOVERY MULTIPLE INTELLIGENCES PRESCHOOL, TO
ASSIST AN ELIGIBLE PROJECT.

Respectfully,

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

JLE/sl

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

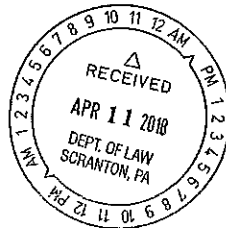
Amil Minora, Esq.
Counsel



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 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.

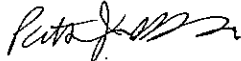
there is on-street parking at your location, to get a permit for drive you will need a No-Parking Ordinance from the City of Scranton 750 ft

☒ 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 DALE & LISA KARNER		
ADDRESS 10 ELMHURST BLVD.		
POST OFFICE SCRANTON PA.	ZIP CODE 17505	
PHONE 570 969 3744	FEE 25.00	CHECK NO.

LOCATION OF PROPOSED DRIVEWAY

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

Name of Nearest Intersection **STAFFORD & ALDER S**

Distance to Nearest Intersection in Feet **250 FT.**

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**

<p>INDICATE NORTH USE ARROW</p> <p>CENTER LINE</p> <p>ROADWAY SIGHT DISTANCE 100 FT.</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 20 FT.</p> <p>DRIVEWAY WIDTH 25 FT.</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>
--	--	--

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.

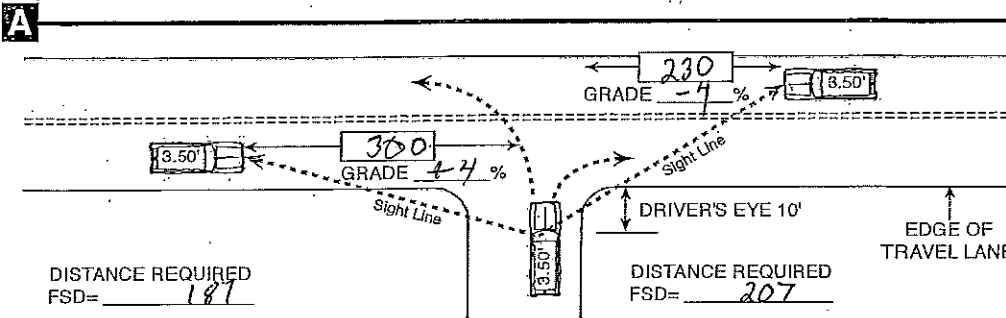
By **X Dale A. Karner** **X Lisa Karner** **3-1-18**

Visit our website at: www.dot.state.pa.us
DISTRICT PERMIT OFFICE

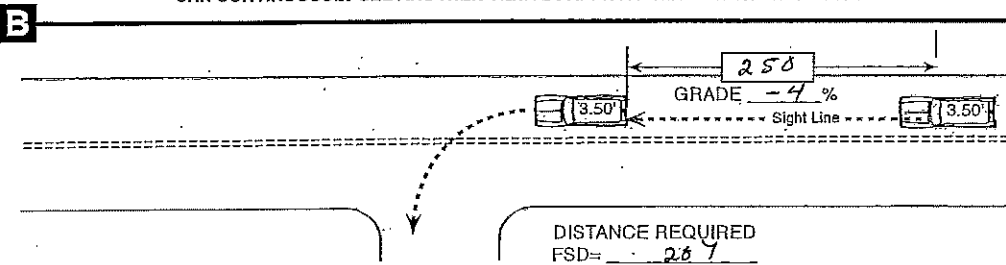
DRIVEWAY SIGHT DISTANCE MEASUREMENTS

(FOR LOCAL ROADS, USE PENNDOT PUB 70)

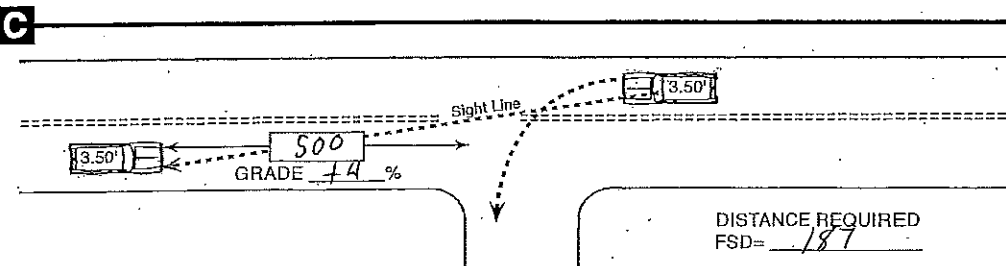
APPLICANT _____ APPLICATION NO. _____
 S.R. 3021 SEG. 20 OFFSET 601 (R) LEGAL SPEED LIMIT 30
 MEASURED BY PSP DATE 2-15-18
 FOR DEPARTMENT USE ONLY: Safe-Running Speed _____ 85th Percentile Speed ✓



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.

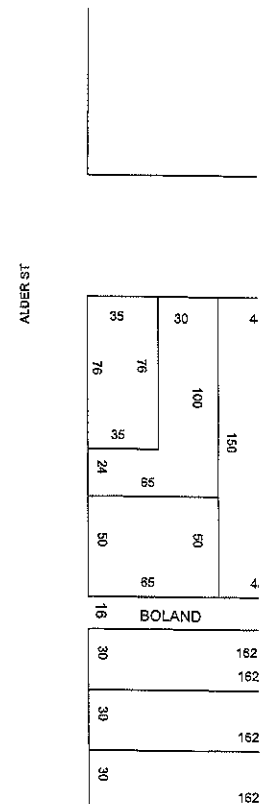
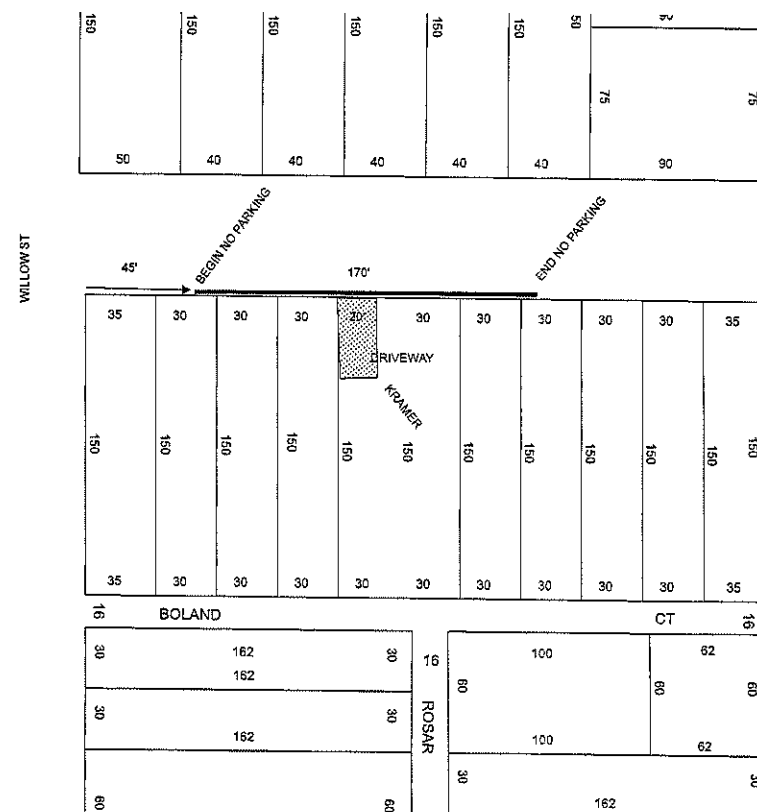
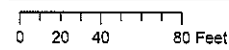
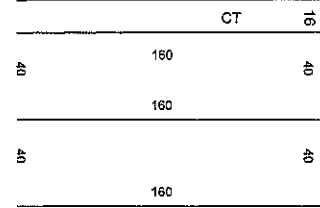


EXHIBIT A



DEPARTMENT OF LAW

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

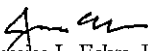
April 23, 2018

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

RECEIVED

APR 23 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO FROM THE PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY NATIONAL CRIME STATISTICS EXCHANGE (NCS-X) PROGRAM IN THE AMOUNT OF \$23,400.00.

WHEREAS, the Scranton Police Department is desirous of obtaining funds from the Pennsylvania Commission on Crime and Delinquency National Crime Statistics Exchange (NCS-X) Program in the amount of \$23,400.00. These grant funds will cover the implementation services for field-based reporting; and

WHEREAS, the purpose of this grant is to participate in the NCS-X Initiative, which is a collaborative undertaking by the Bureau of Justice Statistics and the FBI's Criminal Justice Information Services to expand the number of law enforcement agencies reporting crime data to the FBI's National Incident-Based reporting System (NIBRS). A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, the goal of the NCS-X is to assist agencies in transitioning to NIBRS by providing funding for reasonable costs associated with software, hardware, and labor that directly support or enhance technical capacity for collecting and processing data and submitting those data to the Pennsylvania UCR Program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to apply for and execute a Grant Application, and, if successful, a Grant Agreement, and any and all documents related thereto from the Pennsylvania Commission on Crime and Delinquency National Crime Statistics Exchange (NCS-X) Program in the amount of \$23,400.00.

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.

PENNSYLVANIA COMMISSION ON CRIME
AND DELINQUENCY

PCCD USE ONLY

Applicant Hereby Applies to the PCCD for Financial
Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
4/4/2018		-- 28752

1. Type of Funds for which you are applying	National Crime Statistics Exchange (NCS-X) (Federal 16.540 NCS-X)		
2. Applicant	Name Of Applicant: Scranton City Federal I.D: 24-6000704 County: Lackawanna Street Address Line 1: 340 North Washington Avenue Address Line 2: Address Line 3: City: Scranton State: PA Zip: 18503		
3. Recipient Agency	Scranton City		
4. Project Director	Name: Chief Carl Graziano Title: Chief of Police Agency: Street Address Line 1: 340 North Washington Avenue Address Line 2: Address Line 3: City: Scranton State: PA Zip: 18503 Phone: 570-378-4130 Fax: Email: Cgraziano@scrantonpa.gov		
5. Financial Officer	Name: Mrs Maggie Perry Title: Grant Manager Agency: City of Scranton Street Address Line 1: 340 N. Washington Avenue Address Line 2: Address Line 3: City: Scranton State: PA Zip: 18503 Phone: 570-558-8335 Fax: Email: MaMcLane@scrantonpa.gov		
6. Contact	Name: Chief Carl Graziano Title: Chief of Police Agency: Street Address Line 1: 340 North Washington Avenue Address Line 2: Address Line 3: City: Scranton State: PA Zip: 18503 Phone: 570-378-4130 Fax: Email: Cgraziano@scrantonpa.gov		
7. Brief Summary of Project	Short Title (May not exceed 50 characters) National Crime Statistics Exchange Initiative (Do Not Exceed Space Provided) The Scranton Police Department will engage with the Pennsylvania Uniform Crime Reporting (UCR) Program to ensure the states IBR requirements are met		

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	0.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	23,400.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	0.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	23,400.00

9. TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	23,400.00	100%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP)	0.00	
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	23,400.00	100%

10. Project Start Date: 10/1/2018

Project End Date: 9/30/2019

Exhibit "A"

11. BUDGET DETAILS**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Scranton City	23,400.00	23,400.00
Total:	23,400.00	23,400.00

Recipient Agency: Scranton City

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	0.00	0.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	23,400.00	23,400.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	0.00	0.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	23,400.00	23,400.00

Applicant Agency: Scranton City

BY SOURCE	YEAR 1	TOTAL
FEDERAL	23,400.00	23,400.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	0.00	0.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	23,400.00	23,400.00

11. BUDGET DETAILS**A. AGENCY BUDGETS**

Line Item Details for: Scranton City

CONSULTANTS - TRAVEL

	<u>COST</u>
Consultant:	
Location:	
Item:	0.00
<hr/>	
Consultants - Travel - Year 1 Total:	0.00

CONSULTANTS - PRODUCT/SERVICE

	<u>COST</u>
Consultant:	
Item:	0.00
<hr/>	
Consultants - Product/Service - Year 1 Total:	0.00

OTHER

	<u>COST</u>
Description:	0.00
<hr/>	
Other - Year 1 Total:	0.00

YEAR 1 TOTAL: 23,400.00

12. SECTIONS:

B. Procurement Details

1.

Subgrantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal law and the standards identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

At minimum, PCCD grant recipients and subrecipients must follow the procurement standards as written in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2CFR 200.318 through 200.326.

Methods of Procurement

Subgrantees must use one of the following methods of procurement (from 2 CFR 200.320):

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67Micro-purchase). To the extent practicable, the subgrantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the subgrantee considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;

12. SECTIONS:

4. Please respond to the following questions for each vendor or contractor identified as being procured using Sole Source: For additional vendors or contractors, select the 'Add New' link.

Proposed Sole Source Vendor #1

4.1. Provide a brief description including the name of the vendor of the product or service being procured and the expected procurement amount.

4.2. Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed below: 1. The item is available only from a single source; 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or 4. After solicitation of a number of sources, competition is determined to be inadequate. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel

4.3. Provide a statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.

4.4. Provide an outline of the unique qualities of the contractor.

4.5. Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

4.6. Provide any other points to "sell the case."

4.7. Provide a clear declaration that this action is in the "best interest" of PCCD.

4.8. Conflict of interest review: The applicant must disclose any possible conflicts of interest or declare that there are no known conflicts of interest as a result of the procurement.

12. SECTIONS:

5. Does the applicant agency receive Federal financial assistance of \$25,000 or more from the Department of Justice and employ 50 or more persons?

No

5.1. Does the applicant agency have a designated Section 504 Coordinator? The Section 504 coordinator is responsible for coordinating the applicant agency's efforts to comply with Section 504 of the Rehabilitation Act, including:

1. investigating complaints of disability discrimination. The subrecipient should make available the name, office address, and telephone number of the coordinator

2. adopt grievance procedures that incorporate due process standards, and that provide for the prompt and equitable resolution of complaints alleging disability discrimination

3. notify program participants, beneficiaries, applicants, employees, unions or professional organizations holding collective bargaining or professional agreements with the subrecipient, that it does not discriminate on the basis of disability

Yes

6. Is the applicant agency a faith-based organization?

No

6.1. PCCD grantees must: 1. not use federal resources for explicitly religious activities; 2. complete and submit a Certificate of Exemption, if they have hiring practices favoring coreligionists; and 3. have a referral procedure in place for potential beneficiaries objecting to the religious nature of the organization. Although explicitly religious activities are prohibited in the programs or services funded with PCCD financial assistance, an organization can conduct these activities if it satisfies two conditions. 1. the organization must offer these explicitly religious activities separately, in time or location, from the programs or activities funded with federal financial assistance 2. participation in the programs or activities must be voluntary for beneficiaries. Does the applicant agency understand and agree to these terms?

Yes

7.

Responding to Discrimination Complaints:

As a recipient of PCCD federal funds, your organization is required to respond to complaints of discrimination from individuals or groups (i.e. program beneficiaries, subrecipient beneficiaries, or recipient/subrecipient agency employees) who are aggrieved by your agency or any agency receiving funds through this grant. A discrimination complaint may be related to a claim to have been denied the benefits of, excluded from participation in, subjected to discrimination under, or denied employment in connection with any program or activity, on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, disability or age.

The information below is to assist you in providing guidance regarding the proper steps to file complaints of discrimination with the Federal Office for Civil Rights (OCR). Formal complaints should be filed as soon as possible (under some civil rights laws you only have 180 days after the incident to file a complaint; others, such as the Omnibus Crime Control and Safe Streets Act of 1968 and the Violence Against Women Act of 1994, provide a year).

Information about applicable laws, complaint forms, and the investigative process is available at the website for the OCR: <http://www.ojp.usdoj.gov/ocr>. To file a civil rights complaint with OCR, the aggrieved person(s) must complete a Complaint Verification Form (download from the OCR website) and send the form to:

Office of Justice Programs
Office for Civil Rights
810 7th Street, NW
Washington, D.C. 20531

Additionally, a copy of this form should be provided to PCCD at the below address:

Pennsylvania Commission on Crime and Delinquency
Director, Office of Financial Management and Administration
3101 North Front Street
Harrisburg, PA 17110

After receiving the letter of complaint, OCR will make the determination if an investigation will be initiated. OCR will contact the complainant as well as the agency in question.

Training and technical assistance on federal civil rights laws is available through the OCR. Online training on federal civil rights laws is available at www.ojp.usdoj.gov/about/ocr/assistance.htm. PCCD encourages all subrecipients to view the online training and ensure that any other subrecipients are aware of the OCR as a training resource.

12. SECTIONS:

9.

Civil Rights Training

PCCD is required to ensure that subrecipients are adequately trained on applicable federal civil rights laws. In order to ensure adequate training, PCCD requires all applicants for federal funds to view the online civil rights training provided by the Office of Justice Programs Office for Civil Rights (OCR). The training can be found on OCR's website at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>.

Should a grant award be made as a result of this application, the award will be conditioned upon all contacts certifying that they have completed viewing OCR's online civil rights training in its entirety.

9.1. Has the individual listed as the Project Director in the Main Summary section of this application viewed OCR's online civil rights training in its entirety?

Yes

9.2. Has the individual listed as the Financial Officer in the Main Summary section of this application viewed OCR's online civil rights training in its entirety?

Yes

9.3. Has the individual listed as the Primary Contact in the Main Summary section of this application viewed OCR's online civil rights training in its entirety?

Yes

12. SECTIONS:

2.

Employee Time and Effort Reporting (Timesheets)

Time and effort reports (timesheets) are required for all personnel funded with PCCD grant dollars regardless of the funding stream. Below are the minimum standards and recommended best practices for time and effort reporting. We realize that there are a number of different systems that can be used to satisfy these requirements and we encourage you to email [PCCD's Grants Management](#) with any questions you may have regarding time and effort reporting requirements.

Minimum standards for employees working on multiple activities or cost objectives:

- Must be an after-the-fact determination of the employees actual effort. Using a budget estimate instead of reporting the actual time the employee spent working on the project does not qualify as support for charges to awards.
- Must account for total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization
- Must be signed by the employee and a supervisor with first-hand knowledge of the activities performed by the employee. Signature on the timesheets is affirmation that the report is an accurate accounting of the actual time the employee spent on the project.
- Must be prepared at least monthly to correspond to one or more pay periods
- Volunteer time and personnel costs being used as match must be accounted for in the same manner as personnel being charged to the grant

Minimum standard for employees working solely on a single activity or cost objective:

- Must be an after-the-fact certification that the employee worked 100 percent of their time on activities eligible for reimbursement under the grant project
- Must be prepared no less frequently than every six months
- Must be signed by the employee and supervisory official having first-hand knowledge of the work performed
- Applies to full-time and part-time employee

Recommended Best practices:

- Employees record time on a daily basis
- Project codes/names are provided to the employee in advance

* The above standards are based on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and the Office of Justice Programs Financial Guide.

The following sample forms are available on the [Grant Procedures and Forms](#) page of our website:

- Example of a completed timesheet
- An Excel timesheet template that you may modify to suit your needs
- A sample time certification for employees working 100% of their time on a grant-funded project.

12. SECTIONS:**E. Federal Transparency Act Certification 2017 -FFATA**

The implementation of the Federal Funding Accountability and Transparency Act of 2006 requires a single searchable website, accessible by the public without cost, for each federal award of \$25,000 or more over the life of any subaward. In order to satisfy this requirement, applicants and subrecipients are required to have a DUNS number and to maintain a current registration in the System for Award management (SAM). Information on how to request a DUNS number and register with SAM is available in the Funding Announcement Guidelines or on the PCCD Website.

Additionally, if subrecipients/contactors are applicable and receiving \$25,000 or more through the life of this federal award DUNS and SAM information must be provided.

The applicant must also provide the primary place of performance of the subaward and the names and annual salaries of the five most highly compensated officers in their agency if the agency meets certain criteria as described below.

Additional information relating to the Act can be at <https://www.fars.gov/>.

1. The following questions pertain to the applicant agency's DUNS number and SAM registration.

1.1. Enter the applicant agency's DUNS number.

060497856

1.2. Enter the applicant agency's DUNS + 4 number, if applicable.

1.3. The applicant agency is registered with the SAM and agrees to maintain a valid SAM registration at all times while they have a grant award.

Yes

1.4. Enter the date that the applicant agency's SAM registration is valid through. The applicant agency's SAM registration date can be found at www.sam.gov.

3/29/2019

2. Primary Place of Performance: The Office of Management and Budget (OMB) defines the place of performance as 'The location where a majority of the effort required to satisfactorily fulfill the intended purpose of the award will be completed.' Provide the following information to identify the Place of Performance for this grant award.

2.1. City (i.e. Harrisburg). Max 35 characters -

NOTE:

City is required for Federal Grants.

For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the field 'City' can be left blank.

If the money is expended in multiple locations with the majority spent in a single address, agencies can list that city location as the Primary Place of Performance.

Scranton

12. SECTIONS:

5.

The applicant must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received--

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Are the conditions specified above applicable to the grantee?

No

6. If you answered "Yes" to the previous question, you must enter the names and annual salaries of the five most highly compensated officers of the applicant agency.

Response #1

6.1. Officer Name:

6.2. Annual Salary:

12. SECTIONS:

BOASingleAudit@pa.gov. The subject line of the email must identify the exact name on the Single Audit or Program-Specific Audit Reporting Package and the period end date pertaining to the reporting package.

(4) The Applicant will receive an email from BOA confirming the receipt of the FAC's confirmation, the certified copy of the data collection form, and the completed Checklist.

Audit Oversight Provisions

The Applicant is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Applicant's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Applicant.

Audit documentation and audit reports must be retained by the Applicant's auditor for a minimum of five years from the date of issuance of the audit report, unless the Applicant's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

State Funds

PCCD, in its sole discretion, may undertake an inspection and/or audit of the financial records of the Applicant relating to the Subgrant Project. The Applicant shall provide PCCD with full and complete access to all records relating to the performance of the Subgrant Project and to all persons who were involved in the Subgrant Project. PCCD may also require, as a condition of award, that an independent financial audit be completed.

1.1. Does the applicant agency accept these terms?

Yes

1.2. Does the applicant agency expect to expend \$750,000 or more in federal award funds in its current fiscal year?

No

12. SECTIONS:**3. Reporting Potential Fraud, Waste and Abuse:**

The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has either 1) submitted a claim for award funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

Online Hotline at: <http://www.justice.gov/oig/hotline/index.htm>

email: oig_hotline@usdoj.gov

Mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

Phone: (800) 869-4499 Or

Fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.justice.gov/oig.

3.1. Does the applicant agency accept these terms?

Yes

4.**Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

4.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

12. SECTIONS:**8. Certain Employee Trainings**

Federal funds are not legally available, and may not be used, for any employee training that--

1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;
4. contains any methods or content associated with religious or quasi-religious belief systems or "new age" belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
5. is offensive to, or designed to change, participants' personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

8.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

12. SECTIONS:**10.**

PCCD's Standard Subgrant Conditions are Incorporated herein by reference. The current version of PCCD's Standard Subgrant Conditions is available on our website at <http://www.pccd.pa.gov/Funding/Pages/Standard-Subgrant-Conditions.aspx>. Please refer to the website for a copy. If you are unable to obtain a copy from the website, please contact PCCD's offices at (800) 692-7292.

10.1. Has the applicant agency read the Standard Subgrant Conditions?

Yes

10.2. Does the applicant agency agree to be bound by all Standard Subgrant Conditions?

Yes

15. APPROVAL:

- A. Has this project been coordinated with the appropriate state and federal agencies?
☒ Yes ☐ No ☐ Not Required
- B. Does the project include the construction or renovation of any building?
☐ Yes ☒ No
- C. Does the applicant agency's annual budget include monies for any law enforcement agency that has and exercises arrest powers?
If yes, please provide the following information:
☒ Yes ☐ No
Jurisdiction Name:
City of Scranton
Police Department/Law Enforcement Agency Name:
Scranton Police Department
Police Department/Law Enforcement Agency Contact Person/Chief:
Carl Graziano
Police Department/Law Enforcement Agency ORI Number:
PA03504
- D. Does this agency regularly submit Uniform Crime Reports to the PA State Police?
☒ Yes ☐ No
- E. Does the applicant agency have any type of audit done regularly?
☒ Yes ☐ No
If yes, when was the last one completed?
2016
- F. Is the applicant agency required to have an audit performed in accordance with the Single Audit Act?
☒ Yes ☐ No
If yes, when was the last one completed?
2016
- G. Does the Financial Officer listed in the Main Summary section have more than three years of experience?
☒ Yes ☐ No
- H. Does the Project Director listed in the Main Summary section have more than three years of experience?
☒ Yes ☐ No
- I. Does the applicant agency have a segregation of duties policy?
☒ Yes ☐ No

17. Private Non-Profit Agency Checklist:

The following items must be included with submission of an application for direct funding of private non-profit agencies (refer to the Applicant's Manual pages 35-36). This information does not have to be submitted to PCCD for governmental applicants proposing to pass through some or all of the funds to a non-profit agency.

- ☐ A copy of the most recent audited financial report, which must not be more than one year old; or a letter stating that the most recent report is on file with PCCD;
- ☐ A list of the members of the Board of Directors, stating each member's board position, sex, race, profession or employment, community activity and other pertinent information;
- ☐ A copy of the articles of incorporation;
- ☐ A copy of the by-laws of the organization, clearly defining the line of authority and responsibility moving between the Board and staff, outlining the hiring practices of the organization, and demonstrating the management and controls maintained by the Board; or for continuation subgrants a letter from the Board Secretary certifying that the by-laws previously submitted are still in effect or copies of the latest amendments and changes;
- ☐ Internal Revenue Service determination of the tax-exempt status of the organization;
- ☐ A copy of the minutes of the three Board meetings immediately preceding the date of the submission of the subgrant application;
- ☐ Evidence that the Project Director, Financial Officer and Board Officers and any employee that is responsible for the receipt and expenditure of funds are included in an employee dishonesty insurance policy for 30% of the funds requested or 10% of the organization's budget, whichever is greater; and
- ☐ A written statement that a checking account for subgrant funds will be arranged so that at least two signatures are required for issuance of checks, and a list of those individuals who have such authority.



Quoted By: Tricia Hurtt
 Date: 3/20/2018
 Quote Expiration: 9/16/2018
 Quote Name: Scranton Police Department, PA_UCR to IBR
 Quote Number: 2018-24082
 Quote Description: Scranton Police Department, PA_UCR to IBR

Sales Quotation For

Scranton Police Department
 340 N Washington Ave
 Scranton , PA 18503-1546
 Phone: +1 (570) 558-8304

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Travel and Living Expenses (3 trips)	1	\$6,000	\$0	\$6,000
UCR to IBR Implementation Services for LERMS	1	\$5,800	\$0	\$5,800
UCR to IBR Implementation Services for Field-Based Reporting (one agency)	1	\$11,600	\$0	\$11,600
TOTAL:				\$23,400

Summary

Total Tyler Software
 Total Tyler Services
 Total Other Costs
 Total Third Party Hardware, Software and Services
Summary Total

One Time Fees

\$0
 \$23,400
 \$0
 \$0
\$23,400

Recurring Fees

\$0

 \$0
\$0

The Software, Services, and Hardware, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. These fees will be invoiced to you in full upon receipt of your signed quote. Travel expenses shall be invoiced as applicable. The terms and conditions of your agreement will otherwise control.

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s). New

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

**Police Department
Superintendent of Police
Chief Carl Graziano**

**Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4130
Fax: (570) 207-0413
E-mail: cgraziano@scrantonpa.gov**



**Be Part of
The Solution**

SCRANTON

April 4, 2018

Andrea Gardner
Pennsylvania NCS-X Program Manager
Bureau of Justice Statistics, RM 7216
810 7th St. NW
Washington, DC 20531

Re: Letter of Commitment to participate in the National Crime Statistics Exchange (NCS-X) Initiative


Dear Ms. Gardner:

I am writing to express my agency's commitment to participate in the NCS-X Initiative, which is a collaborative undertaking by the Bureau of Justice Statistics (BJS) and the FBI's Criminal Justice Information Services (CJIS) Division to expand the number of law enforcement agencies reporting crime data to the FBI's National Incident-Based Reporting System (NIBRS). Planning for the transition to NIBRS-compliant crime reporting requires a basic understanding of state-specific implementation of incident-based reporting (IBR). The Scranton Police Department will engage with the Pennsylvania Uniform Crime Reporting (UCR) Program to ensure the state's IBR requirements are met. As an NCS-X participant the Scranton Police Department, will:

- Designate an agency point of contact to coordinate with BJS;
- Establish and maintain regular communication with the Pennsylvania UCR Program to ensure our incident-based crime data are compliant with state IBR requirements;
- If applicable, coordinate NIBRS transition activities with agencies in our RMS consortium;
- Submit incident-based data that conforms to the state-IBR or NIBRS standard by January 2021.

The Scranton Police Department is excited to participate in the NCS-X Initiative. We understand the goal of the NCS-X is to assist agencies in transitioning to NIBRS by providing funding for reasonable costs associated with software, hardware, and labor that directly support or enhance technical capacity for collecting and processing data and submitting those data to the Pennsylvania UCR Program. In addition, we understand we're eligible to receive technical assistance from BJS, CJIS, and the NCS-X Implementation Team to support our transition to NIBRS. We will work collaboratively with the state UCR Program, BJS, and the Pennsylvania Commission on Crime and Delinquency, the administering agency for NCS-X funds, to ensure our goals align on this exciting endeavor.

Respectfully Submitted,


Chief Carl R. Graziano



DEPARTMENT OF LAW

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

RECEIVED

APR 30 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

April 30, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO FROM THE PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY NATIONAL CRIME STATISTICS EXCHANGE (NCS-X) PROGRAM IN THE AMOUNT OF \$23,400.00.

Respectfully,

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

JLE/sl

RECEIVED

APR 30 2018

OFFICE OF CITY
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