

AGENDA
REGULAR MEETING OF COUNCIL
June 4, 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 MAY 16, 2018. HELD

[Tax Assessor's Results Report for 5-16-18.pdf](#)
 - 3.B TAX ASSESSOR'S REPORT FOR HEARING DATES TO BE HELD JUNE 6, AND JUNE 13, 2018.

[Tax Assessor's Report for 6-6-2018 - 6-13-2018.pdf](#)
 - 3.C MINUTES OF THE SOLID WASTE ADVISORY COMMITTEE MEETINGS HELD NOVEMBER 28, 2017, JANUARY 30, 2018 AND FEBRUARY 27, 2018.

[Solid Waste Advisory Committee Meeting Minutes 11-28-17, 1-30-18, 2-27-18, 4-2018.pdf](#)
 - 3.D SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON REPORT 2017-2018 YEAR TO DATE May 31, 2018.

[Single Tax Office City Funds Distributed May 2017-2018.pdf](#)

4. CITIZENS PARTICIPATION

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

5.A A. MOTIONS

- 5.B FOR INTRODUCTION - AN ORDINANCE - AUTHORIZING MAINTAINING OF THE EXISTING NO PARKING SIGNS ALONG THE SOUTHERLY SIDE OF RIVER STREET FROM SOUTH WASHINGTON AVENUE TO MATTES AVENUE; INSTALLATION OF R7-302 NO PARKING SYMBOL/ARROW SIGN (LEFT) (12" X 18") 276 FEET WEST OF MATTES AVENUE; R7-302 NO PARKING SYMBOL/ARROW SIGN (12" X 18") AT 316 FEET WEST OF MATTES AVENUE; AND R7-302 NO PARKING SYMBOL/ARROW SIGN (RIGHT) (12" X 18") AT 356 FEET WEST OF MATTES AVENUE.

[Ordinance 2018 Maintain existing no parking southerly side of River from S. Washington Ave to Mattes Ave.pdf](#)

- 5.C FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 118, 2017 AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018" BY AMENDING THE 2018 ACTION PLAN TO ACCEPT THE TWO MILLION SIX HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED TWENTY SIX DOLLARS (\$2,699,526.00) UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; FIVE HUNDRED SIXTY THOUSAND EIGHT HUNDRED SIXTY FOUR DOLALRS (\$560,864.00) UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM AND TWO HUNDRED THOUSAND NINE HUNDRED SIX DOLLARS (\$220,906.00) UNDER THE EMERGENCY SOLUTIONS GRANT PROGRAM.
[ORDINANCE-2018 AMENDING FOC NO. 118.pdf](#)

- 5.D FOR INTRODUCTION - A RESOLUTION - APPROVING AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A MORTGAGE ASSUMPTION AGREEMENT AND MORTGAGE SUBORDINATION AGREEMENT WITH CHRISTOPHER PISANO,

INDIVIDUALLY, CONCERNING A CITY OECD COMMERCIAL INDUSTRIAL LOAN
ORIGINALLY OBTAINED BY EDMUND & CHRIS PISANO PARTNERSHIP ON
JULY 28, 2006.

[Resolution 2018 Mortgage Assumption Agreement and Mortgage
Subordination agreement with Christopher Pisano.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – APPOINTMENT OF SURESHBHAI
PATEL, 817 ASH STREET, APT. #3W, SCRANTON, PENNSYLVANIA, 18510,
AS A MEMBER OF THE SCRANTON PLANNING COMMISSION. MR. PATEL WILL
BE REPLACING ROBERT WEBER WHOSE TERM EXPIRED DECEMBER 31, 2015.
MR. PATEL WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE
MAY 24, 2018 AND WILL EXPIRE MAY 24, 2023.

[Resolution 2018 Appointment of Sureshbhai Patel as a member of
Scranton Planning Commission.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THIS
OPERATION AND MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT
BEST MANAGEMENT PRACTICES (SWM BMP) BY AND BETWEEN RANDMAR
DEVELOPMENT, INC., (HEREIN AFTER “RANDMAR”) AND THE CITY OF
SCRANTON (HEREIN AFTER THE “LANDOWNER”).

[Resolution 2018 Operation and Maintenance agreement \(SWM BMP\) &
Randmar.pdf](#)

- 5.G FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR OF THE
CITY OF SCRANTON (“APPLICANT”) TO SIGN THE APPLICANT’S
AUTHORIZATION FOR AGENT (REILLY ASSOCIATES) TO APPLY FOR A
HIGHWAY OCCUPANCY PERMIT ON BEHALF OF THE CITY FOR THE SHEETZ
STORMWATER CONNECTION TO THE INLET ON SEVENTH AVENUE.

[Resolution 2018 sign applicants authorization \(sheetz
stormwater\).pdf](#)

- 5.H FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH REILLY ASSOCIATES CONSULTING ENGINEERS TO PROVIDE

ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2018 ROADWAY IMPROVEMENT PROJECT.

[Resolution 2018 Contract with Reilly Associates consulting engineers.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 18 , 2018 - AN ORDINANCE - CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229629 ENTITLED "NCS-X" FOR THE RECEIPT OF GRANT FUNDS FROM THE PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY NATIONAL CRIME STATISTICS EXCHANGE (NCS-X) PROGRAM.

[Ordinance-2018 Special City Acct for Crime Stats Exchange Program.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 39 , 2018 - APPOINTMENT OF DAVID BULZONI, 2187 PORT ROYAL ROAD, CLARKS SUMMIT, PENNSYLVANIA, 18411 TO THE POSITION OF BUSINESS ADMINISTRATOR EFFECTIVE MAY 7, 2018. MR. BULZONI WILL BE REPLACING REBECCA MCMULLEN WHO WAS SERVING AS ACTING BUSINESS ADMINISTRATOR.

[Resolution-2018 Appt David Bulzoni Business Administrator May 7, 2018.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 40 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO WAIVE THE RESIDENCY REQUIREMENTS FOR DAVID BULZONI, CITY OF SCRANTON BUSINESS ADMINISTRATOR.

[Resolution-2018 Waive Residency Requirements for David](#)

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 05/16/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:10 PM	JEWISH DISCOVERY CENTER INC	SCRANTON	14511020033		6000	Exempt
12:10 PM	JEWISH DISCOVERY CENTER INC	SCRANTON	14511020034		6300	Exempt
12:25 PM	WASSEL WILLIAM M & SHELLEY	SCRANTON	12316020012		12000	12000
12:35 PM	MUKLEWICZ CHESTER J & MARLEN	SCRANTON W-21	1440402000285		26000	24000
12:45 PM	BONELLO JAMES & DORO MAISONA	SCRANTON CITY	15721020039		13000	13000
12:55 PM	DORNEMAN JOHN	SCRANTON	1440402000315		27000	20000
1:05 PM	DEROBERTIS LOUIS & TINA L	SCRANTON WD-19	16810020048		22000	20000
1:15 PM	PENN EAST FEDERAL CREDIT UNIO	SCRANTON	15619030016		8000	8000
1:25 PM	ZELNO ROBERT P & MARY ELLEN	ARCHBALD	0940402000128		66700	66700
1:35 PM	JORDAN ERIC N & ARMSTRONG HS	CLARKS SUMMIT	1001501001151		39500	34500
1:55 PM	TOMCYKOSKI LISA F & MARIA D	DICKSON CITY	11312080002		20850	18850
2:05 PM	KUMARRI NIDHI & SETHI NISHANT	GLENBURN TWP	07902080005	WILLIAM RINALDI	112000	87830
2:15 PM	CARR BRIAN T & JENNIFER	SCOTT TWP	08203020022	DAVID TOMAINE	39700	31500
2:25 PM	LASTAUSKAS EDWARD J & KIMBER	SCOTT	07102010004	MARK RUDALAVAGE	46300	42300
2:35 PM	EDMUNDS ROBERT G & SWEENEY	SCOTT TWP	07103020002	MARK RUDALAVAGE	39500	25500
2:45 PM	NOVAJOSKY JAIR R & MARY	SCOTT TWP	0830101001125		40000	23000
2:55 PM	RODRIGUEZ MATHEW A & TAMMY M	SCOTT	08203020043		37600	26000
3:05 PM	HARRINGTON ROBERT P	SOUTH ABINGTON TWP	1000101002011	CHRISTOPHER JONES	37000	23000
3:15 PM	LINDE NGS INC	CARBONDALE CITY	0451307000116	BOYD HUGHES	6500	500
3:15 PM	LINDE NGS INC	CARBONDALE CITY	0451307000117	BOYD HUGHES	4500	1500
3:25 PM	ZAKRESKI JOE JR & TAY & SHANON	S ABINGTON TWP	0910101000787	TULLIO DELUCA	53800	41000

TOTAL RECORDS 21

RECEIVED

MAY 21 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

TAX ASSESSOR'S REPORT

Hearing Date: 06/06/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	LEONARD ROGER	SCRANTON	1341504000166		38500	
12:25 PM	BURNS W KEITH	SCRANTON	14511010021		16025	
12:35 PM	RSP ENTERPRISE LLC	SCRANTON	1571601003502	RICHARD FANUCCI	2500	
12:35 PM	RSP ENTERPRISE LLC	SCRANTON	1571601003501	RICHARD FANUCCI	2424	
12:35 PM	RSP ENTERPRISE LLC	SCRANTON	15716010034	RICHARD FANUCCI	35000	
12:45 PM	KARNAK KEVIN M	SCRANTON	15719010008		22000	
12:55 PM	TERBOVICH RYAN	SCRANTON	16710010013		21000	
1:05 PM	NENISH MICHAEL E & NICOLE	DUNMORE	1470503002917		45800	
1:15 PM	SZYMANSKI MARK	CLARKS GREEN	0900202000101		71800	
1:25 PM	KRAFT JESSICA CATHERINE	COVINGTON	2130201000204		50300	
1:35 PM	MENENDEZ RAUL & BERNADETTE	GLENBURN	0790403001702		31500	
1:45 PM	WENTZ JEREMY & NICOLE	NEWTON TWP	14201030011		120250	
1:55 PM	YOUNG JOHN A III & DENAE M	SCOTT	0920404001601		24500	
2:05 PM	KANE HILARY L	WAVERLY	0810307000618	PATRICK LAVALLE	72200	
2:10 PM	NOWAKOWSKI DANIEL & JAMIE E	NEWTON TWP	13001010003	PATRICK LAVALLE	50700	
2:15 PM	GALAVITZ CARL & TAMMY A	CARBONDALE CITY	05412010012	WALTER CASPER	8000	
2:15 PM	GALAVITZ CARL & TAMMY A	CARBONDALE CITY	05412010013	WALTER CASPER	2000	
2:25 PM	CHYZAN MARY LOU-RUOTOLO	JESSUP	1150201000105		10600	
2:35 PM	PALMAX REALTY INC	MOOSIC	1761205000201		1000	
2:45 PM	SAGONA JAMES RICHARD	TAYLOR	1550102000227	JUSTIN SULLA	18500	
2:55 PM	CAPALONG JOSEPH F	DUNMORE	14634020004	BOYD HUGHES	33000	
3:05 PM	COYLE GERALD R & ALICE M	SCRANTON	13517060032		15000	

TOTAL RECORDS 22

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MAY 23 2018

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Wednesday, May 23, 2018

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(01/01) 05/23/2018 09:54:17 AM

Melissa Maguire 5709636385



TAX ASSESSOR'S REPORT

Hearing Date: 06/13/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	WALSH TALIA	JEFFERSON TWP	13804020012		3000	
12:25 PM	MOORE ANGELA	OLD FORGE	1750801000306		16000	
12:35 PM	GARING JONATHAN & KATARZYNA	ARCHBALD	09402050034		58200	
12:45 PM	DRAGWA KYLE J & CYNTHIA M	CARBONDALE TWP	0641004000902		28200	
12:55 PM	ZELNO ROBERT P & MARY ELLEN	ARCHBALD	0940402000128	LAURA TURLIP	66700	
1:05 PM	SMITH SANDRA R & TURELL SUSAN	BLAKELY	1031801000411		40000	
1:15 PM	SHERUDA MICHAEL G & AVETIAN M	BENTON TWP	0280301000304		15000	
1:25 PM	ROUSE PATRICK & MARY	CLIFTON	2310401000602		5000	
1:35 PM	STALICA MICHAEL & LESLIE	NEWTON	1200401003003		69000	
1:45 PM	GEDRICH E & MA C/O GILL CHRIS	COVINGTON TWP	2130201000210		43000	
1:55 PM	LESCHAK DAVID	SCOTT	0510101000401		24000	
2:05 PM	DIETZ DAVID D & DARLENE J P	THORNHURST TWP	24603010005		44000	
2:15 PM	DOLPHIN JOSHUA D WETZEL S	SCRANTON	15719030042		25000	
2:25 PM	BERARDI ANTONIO & BETH G	SCRANTON	14510020044		12800	
2:35 PM	BURKE THOMAS M SR & LELA M	SCRANTON	17706020031		18500	
2:45 PM	COLEMAN JOSEPH & ALICE	SCRANTON	15512010002	JOHN PESOTA	30300	
2:55 PM	WILKES DANIELLE	SCRANTON	15710020025		14450	
TOTAL RECORDS					17	

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MAY 31 2018

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Linda Crofton 5709636385

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MAY 24 2018

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MINUTES
SOLID WASTE ADVISORY COMMITTEE (SWAC)
November 28, 2017
SCRANTON ELECTRIC BUILDING, 8th FLOOR

Attendance:

SWAC Members

Gary Cavill

Jack Giordano

Barbara Giovagnoli

David Kirtland

Bernie McGurl

Andy Wascura

Others in Attendance

Joyce Hatala, Joyce Hatala Associates

Andy Wallace, Lackawanna Co. Chief of Staff

SWAC Members Absent

John Hambrose

Dan O'Brien

John Patterson

Joyce Hatala began the meeting at 6:00 p.m.

Barbara Giovagnoli began discussion by explaining the Recyclecoach Information Package. Much of the package is free. Barbara said it would be a good addition to the education outreach provided by the County to sign up for this service. Recyclecoach would provide an app for smart phones as well as a website for recycling information. Municipalities could sign on for no additional cost. SWAC members thought that Recyclecoach is a very good idea and stated that Barbara should pursue this information package for recycling education. SWAC members stressed that we need many different types of education including social media, newspapers, billboards, brochures, presentations.

SWAC members thought that municipalities should provide more education for residents and businesses. Many municipalities think there is enough education but this is not the case based on recycling contamination rates. Haulers also need to provide more education and municipalities need to require this in bid specifications if they have a contracted private hauler.

What other types of education do municipalities use?

Jack Giordano said that Archbald Borough and many municipalities use their website to educate residents and businesses.

Some municipalities send information with tax bills

Some provide information with electric bills or mailings from the local volunteer fire companies.

All this is necessary and not one form of education is sufficient.

We need to educate not only about recycling but also about other topics such as:

- Litter and illegal dumping
- Backyard composting
- Household hazardous waste
- Electronics and tires
- Waste reduction and other topics
- Fluorescent lamp recycling
- Although many municipalities think they are providing enough education, many residents still don't know what to recycle. (Important!)

Funding Sources Needed

Bernie McGurl next mentioned the need for a host county fee on trash or some other dedicated funding sources to pay for Lackawanna County's many environmental needs. There are many counties in the Chesapeake Bay Watershed and Lackawanna County accepts more waste than any of them. Our mining legacy has also left us with many problems to address.

If we had a funding source of some type we could offer more and better recycling and we could also pay for the following:

- Household hazardous waste collection
- Tire and electronic recycling
- Land acquisition of critically important watershed lands
- Many conservation needs including infrastructure improvement/stormwater management
- Riverfront projects
- Flood control education including rain gardens and rain barrel demonstrations
- Mine reclamation and clean-up on brownfields sites
- Tire and illegal dump clean ups
- Litter clean up and education

Bernie stressed that these are very important issues and there are many urgent environmental problems facing Lackawanna County and we need some way to pay for them.

Electronic Recycling

SWAC members agreed that electronic recycling is very important. Andy Wascura said that the last successful collection in June was offered through UNICOR Prison System. There were over

30 trailers of electronics collected. They accept some items at a cost and others are free. There is a good deal of paperwork attached to the program. Everyone agreed that the collection and recycling of electronics is very important. Andy is looking into options for future recycling.

Tax Credit

Dave Kirtand asked whether the County would ever consider a tax credit such as the EITC credit offered by the State. Many local non-profits benefit from this state tax credit. This might be difficult on a county level since Lackawanna County needs the tax revenue. We need to explore options for revenue to pay for many recycling and other programs. We have many good ideas and needs and no way to pay for them. Again, as we mentioned in previous meetings that possibly another non-profit entity can collect businesses donations to pay for environmental programs, thereby providing businesses with a tax deduction.

ReTrac Recycling Data

Joyce Hatala distributed information for inclusion in the Municipal Waste Plan Chapter 4 (Recycling) from the PA DEP's Lackawanna ReTrac Data covering the last five years. The data covers both residential and commercial/institutional recycling. Joyce then distributed summary information from the EPA WARM model showing energy and environmental savings for Lackawanna County recycling. DEP requires that counties should provide this data with the best information available. Joyce is still running programs for the correct numbers on energy savings. She mentioned that the ReTrac data is only as good as the numbers provided and some of the commercial numbers may not be accurate. Therefore, she is going to analyze data for the EPA WARM model for some Act 101 materials and from residential reports which are more accurate.

Joyce said she will have a first draft of Chapter 4 ready for the next SWAC meeting.

With no further discussion, the meeting adjourned at 7 p.m.

The next meeting is scheduled for **January 30, 2018** (Tuesday) 6:00 p.m. at the Scranton Electric Building. There will be no December meeting.

Minutes submitted by Joyce Hatala

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MAY 24 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

MINUTES
SOLID WASTE ADVISORY COMMITTEE (SWAC)
January 30, 2018
SCRANTON ELECTRIC BUILDING, 8th FLOOR

Attendance:

SWAC Members

Jack Giordano
Barbara Giovagnoli
David Kirtland
Bernie McGurl
Andy Wascura

Others in Attendance

Thomas Cummings, LCSWMA
Joyce Hatala, Joyce Hatala Associates
Andy Wallace, Lackawanna Co. Chief of Staff

SWAC Members Absent

Gary Cavill
John Hambrose
Dan O'Brien
John Patterson

Joyce Hatala began the meeting at 6 p.m. She said that there are still a few more topics to discuss before we summarize the SWAC recommendations. We need to discuss waste reduction and composting. We also need to discuss the Facility Qualification Request (FQR) for ten years of landfill capacity.

Waste Reduction/Buy Recycled

When we started recycling over thirty years ago, there was a greater emphasis about reducing the amount of waste we produce as well as a greater emphasis on buying recycled products. Waste reduction is the first choice of solid waste strategies. If you're not making trash, you don't have to recycle or landfill it. Make two sided copies, use a mug or reusable plate, buy and use only what we need, buy less throw away items. We can't forget to keep educating people about this. The need for waste reduction doesn't go away.

It is also important to keep educating people about the importance of buying recycled. If we aren't buying recycled products, we aren't really recycling. We need to continue to support existing markets and make new markets for what we recycle.

Composting

Many of the items we throw away are compostable, and many areas use composting as a successful waste reduction strategy. This is especially true in regions that have less landfill space such as many European countries. Joyce mentioned a restaurant in Ithaca which has three bins: one for trash, one for recyclables and one for compostable items including food and paper products. Although our area is different than Ithaca, we can still learn from their example. Some resorts in the Poconos are also pursuing this strategy of waste reduction/composting at the source.

Leaf and yard waste collection is going well in many of our municipalities although there is still room for improvement in some communities. The Lackawanna Recycling Center will accept leaves, yard waste, Christmas trees and pallets so there is an outlet there for much of what is collected.

Barbara spoke about the interest she has seen at the University of Scranton and Keystone College concerning the composting of food waste. Barbara has worked with them over the past years in exploring composting options. This is one of the next projects we should pursue and recommend this in the plan. Barbara also spoke about the demonstration composting project Lackawanna County completed years ago where they collected curbside food waste from Blakely Borough, and pre-consumer vegetative waste from Wegmans and the University of Scranton. The compostables were taken to a local farm for windrow composting. This type of composting is open to the air, with compost placed in long rows and aerated with a turning machine. This was only a demonstration project but it was very successful in the short term and produced high quality compost.

Barbara stated that the City of Scranton could apply for EPA grants on behalf of the University of Scranton and Keystone College for a large in-vessel composter. This is a large, usually metal or plastic or sometimes concrete, tank or holding area that is enclosed. Air, moisture and temperature are controlled. As a distressed city, there might be no match required if Scranton were the applicant. The colleges could also apply on their own since they are non-profits. Everyone on the committee thought this was a good idea to pursue in-vessel composting of food waste as a plan recommendation for future discussion and support. We need to do more research on costs, match and types of compost equipment available.

Funding Sources

Bernie McGurl again spoke about the need for additional funding sources for recycling, household hazardous waste, electronic and tire recycling, illegal dumping and other conservation issues such as storm water, water quality, and land acquisition. Land acquisition is of great importance. There are many areas of Lackawanna County that are high quality areas for preservation. Some of these lands were a top priority in the Natural Areas Inventory conducted for Lackawanna County. Bernie asked whether the Commissioners would consider a

bond issue or tax similar to the library tax to fund conservation projects and land acquisition. Bernie stressed that this is an idea we should explore in the future.

Landfill Contract

Joyce mentioned that she has prepared the Facility Qualification Request (FQR) for ten years of landfill space for Lackawanna County municipal solid waste (MSW). This is required by DEP as part of the plan and is a very important plan component. Some committee members may remember the year 1988 when there was no place to take the county's trash. The PA legislature passed Act 101 in 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act, requiring that all counties secure ten years of space for their municipal solid waste. Although municipalities and businesses are not required to take trash to the contracted site, it is available at a guaranteed price. Because of interstate commerce issues, haulers or municipalities can take waste to any licensed facility but the contracted site is available if they need it. This also helps municipalities and businesses with financial planning over a ten year period. In Lackawanna County we have two landfills, Keystone and Alliance, which can accept waste although some trash does get deposited in other landfills.

Tom Cummings stated that Keystone now has the contract for Lackawanna County waste. They previously granted the County an extension until the new plan is complete. If we wish to renew their contract, they are offering the county long term waste disposal. Joyce said that this is an excellent offer but that we probably have to pursue the FQR request for ten years of landfill capacity as DEP requires.

Household Hazardous Waste (HHW)

Joyce asked if there were any other issue that SWAC members would like to discuss for inclusion in the plan. Jack Giordano said that Archbald Borough receives many HHW questions and residents just want to do the right thing. Bernie McGurl mentioned that proper disposal of HHW is a water quality priority. Barbara also said that she receives many questions about proper disposal of household hazardous waste. Tom Cummings asked about the costs associated with a HHW program. Joyce said that she would research this and have a report next month.

Joyce said that she will have more of the plan done by next meeting, and that she is now pulling together all the comments and research.

With no further business, the meeting adjourned at 7 p.m.

The next meeting is scheduled for Tuesday February 27, 2018 at 6 p.m.

Minutes submitted by Joyce Hatala

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MAY 24 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

MINUTES
SOLID WASTE ADVISORY COMMITTEE (SWAC)
February 27, 2018
SCRANTON ELECTRIC BUILDING, 8th FLOOR

Attendance:

SWAC members

Gary Cavill, Chairman
Gene Barrett
Jack Giordano
Barbara Giovagnoli
John Hambrose
Bernie McGurl
John Patterson

Others in Attendance

Katelyn English, Lackawanna County
Joyce Hatala, Joyce Hatala Associates
Andy Wallace, Lackawanna County

SWAC members absent

David Kirtland
Dan O'Brien
Andy Wascura

Facility Qualification Request

Chairman Gary Cavill opened the meeting at 6 p.m. Joyce Hatala distributed to SWAC the Draft Facility Qualification Request (FQR) for landfill capacity, submittal forms and the advertisement for proposals. Chairman Gary Cavill stated that he would speak to Lackawanna County officials about a possible meeting to discuss these and a date for advertising.

Municipal Waste Plan Chapters 1 through 4

Joyce distributed the Draft first four chapters of the Municipal Waste Management Plan. The chapters still need more detail and are not complete, but Joyce wanted SWAC to have a chance to comment and see what is done so far. These chapters represent the background and research which will shape planning decisions. Please provide Joyce with any additions or corrections. Jack Giordano offered the only correction so far. He stated that Archbald Borough is one of the Commonwealth's larger boroughs at almost 17 square miles but it is not the largest in the state. It is the largest borough in area in Lackawanna County. Joyce said that she would change that in the first plan chapter.

Joyce also stated that it is an interesting fact that Lackawanna County has a higher waste generation rate than many other counties even though we have high recycling rate. We landfill more trash than Luzerne County which is much larger in population. Joyce will provide a more detailed comparison at the next meeting. This is for information purposes only since we will still

need to secure landfill capacity based on the DEP waste destination reports. What are some of the possible reasons for this high waste generation?

The City of Scranton and many Lackawanna County municipalities may produce more waste than Wilkes Barre since many communities have unlimited waste disposal whereas Wilkes Barre has a pay as you throw system (PAYT). Scranton also needs to increase its yard waste collection which is going to happen this year with plans for increased collection starting in May. Their yard waste collection is currently very low with most yard waste sent to the landfill. In contrast, many smaller Lackawanna communities, however, have very high recycling rates for commingled, paper and yard waste. It is difficult to know the reasons for the county's high waste generation rate.

SWAC members also mentioned that Lackawanna landfills also bury a large amount of fracking waste although this is not counted as Lackawanna tonnage. Joyce said that since Lackawanna County landfills are the destination of much local waste, a hauler may assign mixed waste loads to Lackawanna County rather than other adjacent counties since we have no fees on waste. It is difficult to know the reasons for our high waste generation rate, but it may be an interesting future discussion since the landfill contract does need to provide capacity for all municipal solid waste generated in the county.

Littering and Illegal Dumping

These are big problems in the county and they will be one of the discussion topics at the next SWAC meeting. John Hambrose stated that Monroe County has enforcement officers who have powers to arrest those caught illegally dumping waste. Joyce said that she will talk to Jim Lambert of Monroe County before the next meeting for a description of their program.

John Patterson said that we need to identify the sites with the greatest problems. Route 435 is more littered than in past years with sofas and large items.

Bernie McGurl mentioned that a host county fee can help for enforcement. Local Share grant money can pay for cameras and other equipment. The District Attorney may be able to provide money from fines to supplement the enforcement program. We need to speak to Senator Blake and our State Representatives about ways to fund this. We need partnerships and staff to address this problem.

Household Hazardous Waste (HHW)

Joyce provided a description of HHW collection programs in Centre County which has one of the oldest and most successful programs. She also gave information from MXI, who is contracted by PA Department of Agriculture to run ChemSweep programs for pesticide collection. Contracting with MXI would save money on pesticide collection since that portion is covered under ChemSweep and this would also save on bidding requirements. The report on Centre County HHW program and MXI is attached as part of these minutes.

With no further business, the meeting adjourned at 7 p.m.

The next meeting is scheduled for Tuesday March 27, 2018 at 6 p.m.

Minutes submitted by Joyce Hatala

Note - March mtg. cancelled

3C
RECEIVED

MAY 24 2018

OFFICE OF CITY
COUNCIL/CITY CLERK
April 2018

ILLEGAL DUMPING/LITTERING

Report to Lackawanna County Solid Waste Advisory Committee

The following information will prove useful in helping Lackawanna County plan a program to address the problem of illegal dumping and littering.

Centre County

Centre County (home of Penn State's main campus with county population of 160,000), has a full time enforcement officer for 25 years. They are a large county in size, twice the size of Lackawanna County in square miles, so this is a large county for one officer to handle. He is paid through the regular payroll of the Centre County Solid Waste Authority which operates a recycling center and a transfer station. They also provide curbside recycling collection. Centre County has always invested or saved the money made from recycling when their center has shown a profit. No money is given to the County or used for any other purposes so they can cover costs when they are in lean recycling years.

They operate a transfer station and the cost of the enforcement officer is covered by the tipping fee, so it is part of a "system cost." They hope to hire a second person this summer. The officer can write a citation, but only for the violation of the County's ordinance. They do not have Act 121 training which would give the officer power to arrest. If they need someone arrested for illegal dumping, they either call the PA State Police, or State College Borough Police. Their officer does not carry a sidearm.

Monroe County

Monroe County has three officers who enforce illegal dumping. They enforce the ordinance, write citations, field complaints and they have the full powers to arrest. Anyone can anonymously call or fill out a form from the website to report an illegal dump or any dumping activity. So far they have reports of 61 illegal dumps and they are trying to clean up as many as possible. Two have been fully cleaned up.

They also use fine money to continue the illegal dumping clean up programs. They use ARD program workers for illegal dump clean ups. Volunteers are used on public property and for litter pick up. The Authority works with adjacent landowners on illegal dump clean up which makes neighborhood residents more involved and helps to ensure success. They have a committee which helps with these activities.

Monroe County has negotiated a \$10/ton fee on trash. This is on their own municipal solid waste deposited in landfills. In 2016, their population was approximately 166,000 and they land filled over 114,000 tons of Municipal Solid Waste at Alliance and Grand Central Landfills.

Information provided by Joyce Hatala

April 2018

ILLEGAL DUMPING/LITTERING

Report to Lackawanna County Solid Waste Advisory Committee

The following information will prove useful in helping Lackawanna County plan a program to address the problem of illegal dumping and littering.

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2.

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Information provided by Joyce Hatala



Lackawanna County

COUNTY COMMISSIONERS
Patrick M. O'Malley • Jerry Notarianni
Laureen A. Cummings

Investing in Our Future

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MAY 24 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

May 18, 2018

City of Scranton
340 N. Washington Avenue
Scranton, PA 18503

Dear Municipal Official:

As Chairman of the Lackawanna County Solid Waste Advisory Committee, I am sending you the third quarterly report on the status of the Municipal Waste Plan. We began the revision of the plan as described in a letter to you dated December 2016. This plan is required by the Pennsylvania Department of Environmental Protection (PA DEP) and must be revised every ten years. It is a requirement of PA DEP that we send a quarterly report to Lackawanna County municipalities with an update on the plan's status and progress so far. The plan is in the final stages of completion and we hope to have it finished within the next few months.

In keeping with DEP requirements, enclosed you will find minutes of the Solid Waste Advisory Committee (SWAC) for November 2017, January 2018 and February 2018. As stated in our previous letter, the SWAC is comprised of representatives of various municipal, community and business interests. The consulting firm of Guzek Associates, Inc, Clarks Summit is directing the planning process with assistance from Joyce Hatala, Joyce Hatala Associates.

If you have any questions on the plan or any topics from the enclosed minutes please do not hesitate to call me or one of our consultants. Thank you for all your past assistance. We look forward to working with you in the future.

Sincerely,

Gary Cavill, P.E., Chairman
Lackawanna County Solid Waste
Advisory Committee

**SINGLE TAX OFFICE
CITY FUNDS DISTRIBUTED
COMPARISON 2018 - 2017**

		<u>YTD</u> <u>5/31/2017</u>	<u>YTD</u> <u>5/31/2018</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Pct.</u>
Real Estate	\$	23,927,234.74	\$24,497,488.79	\$ 570,254.05	2.38%
Delinquent Real Estate	\$	882,697.62	\$945,581.15	\$ 62,883.53	7.12%
LST/EMS	\$	2,530,635.44	\$2,421,324.66	\$ (109,310.78)	-4.32%
Bus Priv/Merc	\$	1,773,636.75	\$2,056,635.69	\$ 282,998.94	15.96%
	\$	29,114,204.55	\$ 29,921,030.29	\$ 806,825.74	

RECEIVED

MAY 3 1 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

AUTHORIZING MAINTAINING OF THE EXISTING NO PARKING SIGNS ALONG THE SOUTHERLY SIDE OF RIVER STREET FROM SOUTH WASHINGTON AVENUE TO MATTES AVENUE; INSTALLATION OF R7-302 NO PARKING SYMBOL/ARROW SIGN (LEFT) (12" X 18") 276 FEET WEST OF MATTES AVENUE; R7-302 NO PARKING SYMBOL/ARROW SIGN (12" X 18") AT 316 FEET WEST OF MATTES AVENUE; AND R7-302 NO PARKING SYMBOL/ARROW SIGN (RIGHT) (12" X 18") AT 356 FEET WEST OF MATTES AVENUE.

WHEREAS, at the request of Scranton City Council, LaBella Associates, the City Engineers, performed an evaluation for the purpose of deciding upon the installation of No Parking Signs on the northerly side of River Street between South Washington Avenue and Mattes Avenue; and

WHEREAS, LaBella Associates performed site reconnaissance on Wednesday, April 11, 2018, Tuesday April 17, 2018 and Thursday April 19, 2018, vehicles were observed on all three visits parked along the northerly side of River Street from South Washington Avenue to Mattes Avenue. Parking on the northerly side of River Street has increased and is making deliveries to Sarno & Sons facility more difficult for tractor trailers to encroach onto Westbound Lane of River Street because of the parked vehicles; and

WHEREAS, based on the information available to LaBella, Associates, and also upon their professional engineering experience and knowledge, it is their opinion with a reasonable degree of their Engineering Judgment that the following recommendations be implemented: Maintain the existing no parking signs along the southerly side of River Street from South Washington Avenue to Mattes Avenue; Parking along the northerly side of River Street from a point 276 feet west of the face of curb on the westerly side of Mattes Avenue to a point 356 feet west of the face of curb on the westerly side of Mattes Avenue shall be restricted and/or prohibited. The length of the restricted/prohibited zone shall be 80 feet; Install R7-302 NO PARKING SYMBOL/ARROW SIGN (LEFT) (12" x 18") 276 feet west of Mattes Avenue; Install R7-032 NO PARKING SYMBOL/ARROW SIGN (12" x 18") at 316 feet west of Mattes Avenue; and Install R7-302 NO PARKING SYMBOL/SIGN (RIGHT) (12" x 18") at 356 feet west of Mattes Avenue. See letter from Scranton City Council's Office to John J. Pocius, City

Engineer dated April 19, 2018 attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the following recommendations be implemented:

1. Maintain the existing no parking signs along the southerly side of River Street from South Washington Avenue to Mattes Avenue.
2. Parking along the northerly side of River Street from a point 276 feet west of the face of curb on the westerly side of Mattes Avenue to a point 356 feet west of the face of curb on the westerly side of Mattes Avenue shall be restricted and/or prohibited. The length of the restricted/prohibited zone shall be 80 feet.
3. Install R7-302 NO PARKING SYMBOL/ARROW SIGN (LEFT) (12" X 18") at 276 feet west of Mattes Avenue.
4. Install R7-032 NO PARKING SYMBOL/ARROW SIGNS (12" X 18") at 316 feet west of Mattes Avenue.
5. Install a R7-302 NO PARKING SYMBOL/SIGN (RIGHT) (12" X 18") at 356 feet west of Mattes Avenue.
6. It is the intent of this recommendation to prohibit parking as outlined in item 2 creating a (80) foot "No Parking" Zone.

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.




BUREAU OF ENGINEERING

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-1100 • FAX: 570-348-0197



MEMORANDUM

TO:  Jessica Eskra, City Solicitor

FROM: John J. Pocius, P.E., P.L.S. City Engineer
LaBella Associates

DATE: April 19, 2018

RE: *River Street between South Washington Avenue and Mattes Avenue
No Parking Signs*

As requested in City Council's letter dated April 4, 2018 we have performed an evaluation of available pertinent information and have applied the appropriate principles, provisions, and practices as contained in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition as revised) for the purpose of deciding upon the installation of No Parking Signs on the northerly side of River Street between South Washington Avenue and Mattes Avenue.

Our office performed site reconnaissance visits on Wednesday April 11, 2018, Tuesday April 17, 2018 and Thursday April 19, 2018. On all three (3) visits, vehicles were observed parked along the northerly side of River Street from South Washington Avenue to Mattes Avenue. In a conversation with Mr. Toby White, Sarno & Sons, parking along the northerly side of River Street has greatly increased in the past month or so, more than likely because of the new parking arrangements at the Steamtown Market Place. Tractor trailer deliveries to their facility on the southerly side of River Street have become more difficult due to the inability of the tractor trailers to encroach onto the Westbound Lane of River Street because of the parked vehicles. The Southerly side of River Street is posted for no parking along the entire length. Mr. White indicated that their business is seasonal and in the busy season (prom time and summer) one (1) tractor trailer delivery per week is the norm, and during other times less frequently, possibly bi weekly or monthly. Smaller delivery trucks also make deliveries to their facility on a regular basis. River Street is approximately twenty eight (28) feet curb to curb. Attached are pictures of the loading dock and of River Street showing the existing parking.

Therefore, based on the information currently available to us, and also upon our professional engineering experience and knowledge, it is our opinion with a reasonable degree of Engineering Judgment that the following recommendations be implemented:

- 1) Maintain the existing no parking signs along the southerly side of River Street from South Washington Avenue to Mattes Avenue.
- 2) Parking along the northerly side of River Street from a point 276 feet west of the face of curb on the westerly side of Mattes Avenue to a point 356 feet west of the face of curb on the westerly side of Mattes Avenue shall be restricted and/or prohibited. The length of the restricted/prohibited zone shall be 80 feet.
- 3) Install R7-302 NO PARKING SYMBOL/ARROW SIGN (LEFT) (12" x 18") at 276 feet west of Mattes Avenue.
- 4) Install R7-302 NO PARKING SYMBOL/ARROW SIGN (12" x 18") at 316 feet west of Mattes Avenue.
- 5) Install R7-302 NO PARKING SYMBOL/ARROW SIGN (RIGHT) (12" x 18") at 356 feet west of Mattes Avenue.
- 6) It is the intent of this recommendation to prohibit parking as outlined in item 2 creating a (80) foot "No Parking" Zone.
- 7) Approval of Ordinance by City Council may be required.

If there are any questions on this matter, do not hesitate to contact our office at (570) 342-3101.

JJP/lmz

Z-2011 proj 11-04-30- Eskra memo-South Washington ave. and Mattes ave. no parking sign 4-19-18

Enclosures

C Dennis Gallagher, Director, Department of Public Work
Lori Reed, City Clerk
Carl Graziano, Chief of Police, SPD
Captain Dennis S. Lukasewicz, SPD
Corporal David Mitchell, SPD
QA/QC C. File

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

Arnold Minora, Esq.
Counsel



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

April 4, 2018

Mr. John J. Pocius, P.E., P.L.S.
Vice President
LaBella Associates
1000 Dunham Drive, Suite B
Dunmore, PA 18512

RE: No Parking Area/Signs – River Street

Dear Mr. Pocius:

Scranton City Council's office has been contacted by Mr. Toby White, representing Sarno & Son, 401 S. Washington Ave., to request a No Parking area and if warranted, installation of No Parking signs on River Street. Sarno & Son has been experiencing difficulties with their deliveries. Tractor trailers need to access the Sarno's lot, which is located inside of the gated area. They cannot back in due to cars parked across the street from the gate. It was noted that since the Mall is now charging for parking, there seems to be an uptick of vehicles in this area. Mr. White may be reached directly on his cell phone at 570-575-4397 with any questions. Would you kindly consider reviewing the request and assess the situation as described. Please provide your recommendation(s) concerning this matter.

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

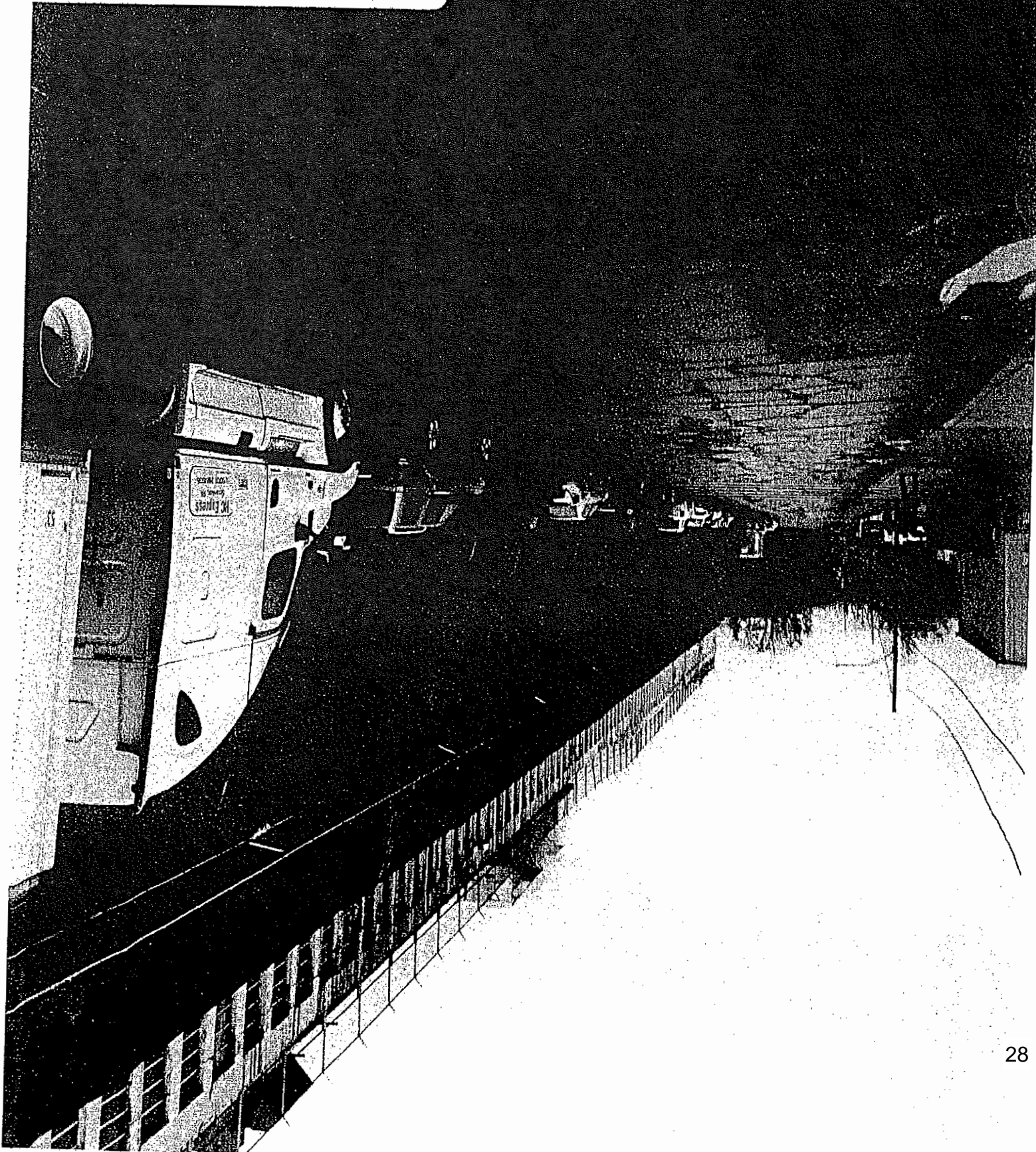
Sincerely,

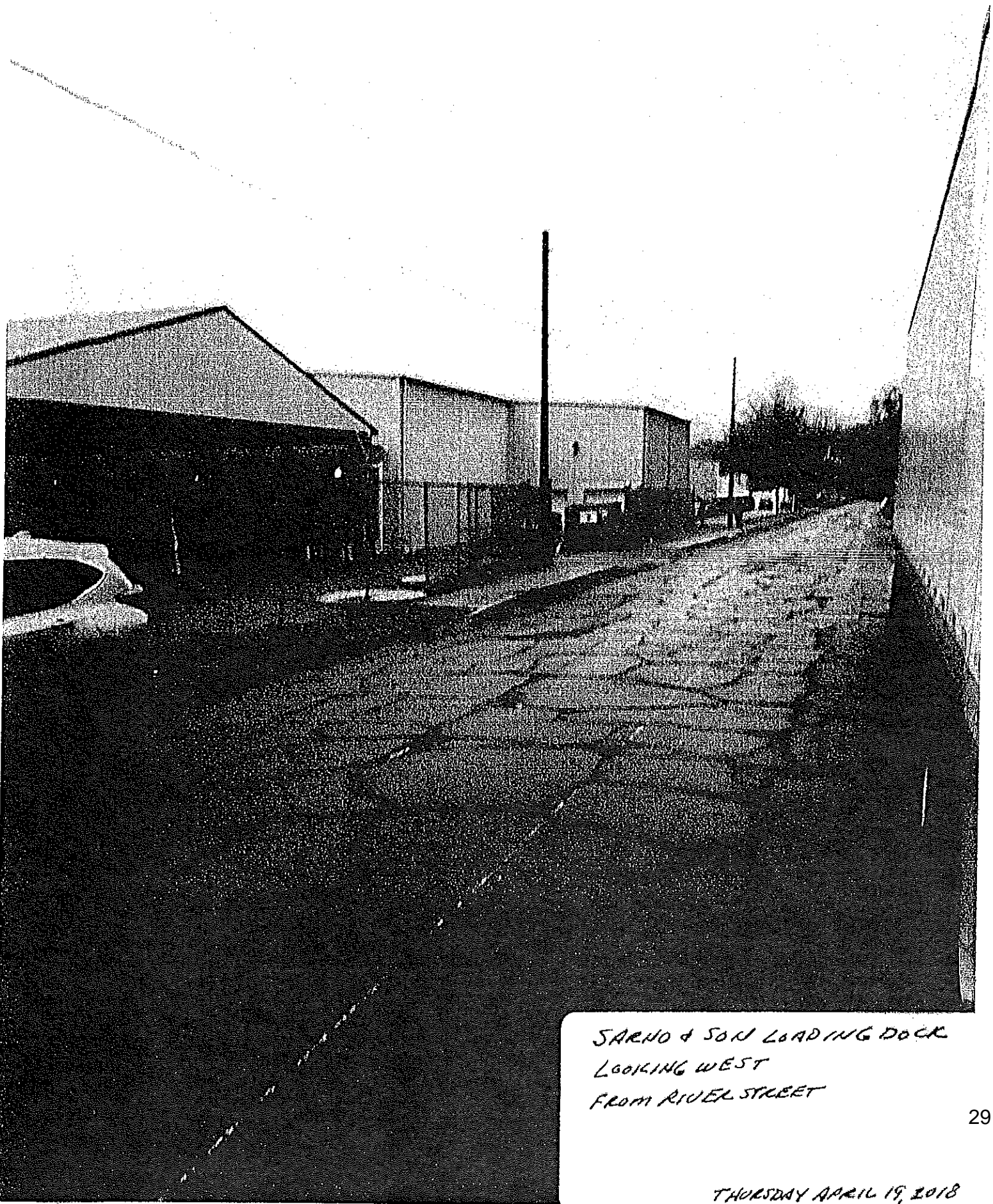
Lori Reed
City Clerk

cc: Dennis Gallagher, DPW Director
Carl R. Graziano, Chief of Police
Scranton City Council

THURSDAY APRIL 19, 2018

RIVER STREET LOOKING WEST
NEAR AREA FOR PROPOSED
"NO PARKING"



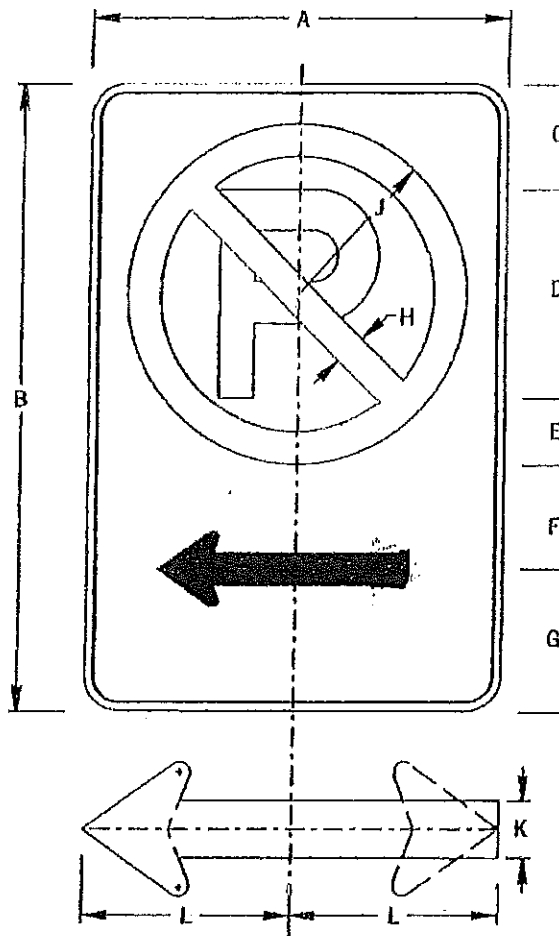


SARNO & SON LOADING DOCK
LOOKING WEST
FROM RIVER STREET

R7-302

NO PARKING SYMBOL /ARROW SIGN

The No Parking Symbol/Arrow Sign (R7-302) may be used in lieu of a separate No Parking Symbol Sign (R7-301) and a No Parking Arrow Plaque (R7-301) to prohibit parking along a given roadway.



NOTE:
SEE STANDARD ARROW
FOR DIMENSIONS OF
ARROWHEAD

DIMENSIONS - IN												
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	MAR- GIN	BOR- DER	BLANK STD.
12" x 18"	3	6E(M)	1.9	3	4.1	1	4.9	0.8	3.8	0.4	0.4	B5-1218

COLOR:

CIRCLE, DIAGONAL, ARROW AND BORDER:
RED (REFLECTORIZED)

BACKGROUND:
WHITE (REFLECTORIZED)

"P":
BLACK (NON-REFLECTORIZED)

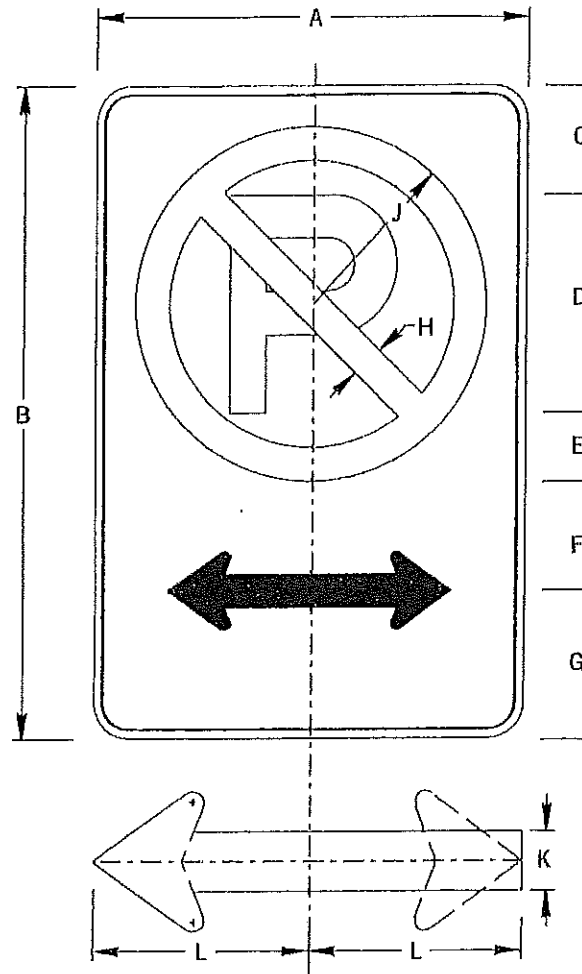
APPROVED FOR THE SECRETARY OF TRANSPORTATION

By: Sen C. Rowe Date: 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations

R7-302

NO PARKING SYMBOL /ARROW SIGN

The No Parking Symbol/Arrow Sign (R7-302) may be used in lieu of a separate No Parking Symbol Sign (R8-3) and a No Parking Arrow Plaque (R7-301) to prohibit parking along a given roadway.



NOTE:
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FOR DIMENSIONS OF
ARROWHEAD

DIMENSIONS - IN												
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	MAR- GIN	BOR- DER	BLANK STD.
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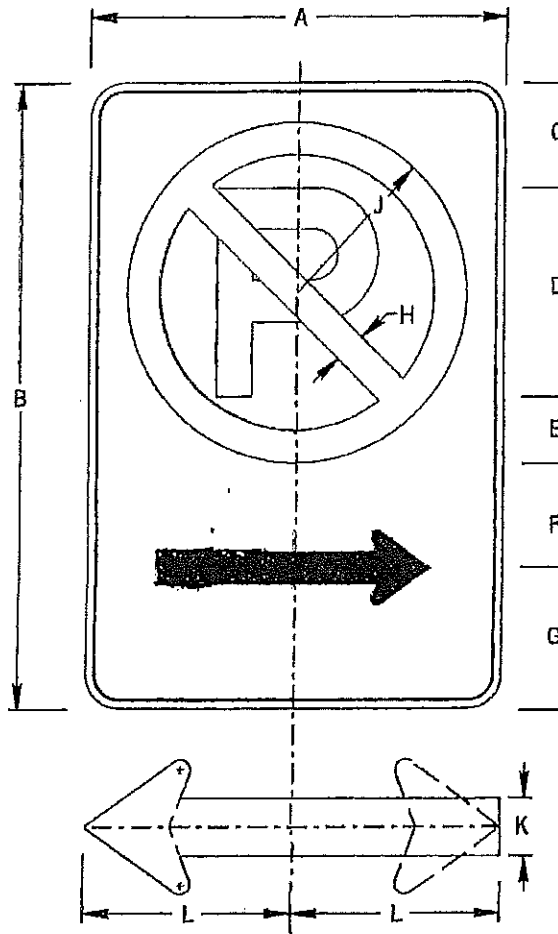
APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : Sh C Rowe Date : 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations

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FOR DIMENSIONS OF
ARROWHEAD

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"P":
BLACK (NON-REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : Sen C. Bone Date : 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations



DEPARTMENT OF LAW

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

May 21, 2018

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

RECEIVED

MAY 21 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING MAINTAINING OF THE EXISTING NO PARKING SIGNS ALONG THE SOUTHERLY SIDE OF RIVER STREET FROM SOUTH WASHINGTON AVENUE TO MATTES AVENUE; INSTALLATION OF R7-302 NO PARKING SYMBOL/ARROW SIGN (LEFT) (12" X 18") 276 FEET WEST OF MATTES AVENUE; R7-302 NO PARKING SYMBOL/ARROW SIGN (12" X 18") AT 316 FEET WEST OF MATTES AVENUE; AND R7-302 NO PARKING SYMBOL/ARROW SIGN (RIGHT) (12" X 18") AT 356 FEET WEST OF MATTES AVENUE.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF COUNCIL NO. _____

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 118, 2017 AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018" BY AMENDING THE 2018 ACTION PLAN TO ACCEPT THE TWO MILLION SIX HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED TWENTY SIX DOLLARS (\$2,699,526.00) UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; FIVE HUNDRED SIXTY THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS (\$560,864.00) UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM AND TWO HUNDRED THOUSAND NINE HUNDRED SIX DOLLARS (\$220,906.00) UNDER THE EMERGENCY SOLUTIONS GRANT PROGRAM.

WHEREAS, the City of Scranton received notice on May 16, 2018 the total allocations through the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program will be in the amount of \$2,699,526.00; HOME Investment Partnership Program in the amount of \$560,864.00 and the Emergency Solutions Grant Program (ESG) in the amount of \$220,906.00 for 2018; and

WHEREAS, the total funding for the programs was unavailable at the time File of Council No. 118, 2017 was passed; and

WHEREAS, the City is required to provide City Council with the updated funding amounts in order to accept and approve the 2018 Annual Action Plan.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 118, 2017 is hereby amended to include the following funding amounts in order to accept and approve the 2018 Action Plan: the Community Development Block Grant Program will receive \$2,699,526.00; HOME Investment Partnership Program will receive \$560,864.00 and the Emergency Solutions Grant Program (ESG) will receive \$220,906.00 for the year 2018.

SECTION 1. In all other respects File of the Council No. 118, 2017 shall remain in full force and effect.

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

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

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

**2018 Applications Received
Community Development Block Grant (CDBG)
Allocation: \$2,699,526.00**

Revised May 21, 2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P
1	2018 Community Development Block Grant														
2							National	Matrix	Applicant's	OECD	Legislation	Public Serv	Amended	Amended	
3	Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	Objective	Code	Proposed Amt.	Score	11/08/17	11/09/17			
4	City of Scranton (OECD)	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	Housing Rehabilitation Program- Emergency Citywide	With this funding OECD can do Emergency Repairs to a property in the City of Scranton. Owners must meet income guidelines.	14A	LMI	\$ 200,000.00	100%	\$75,000.00		\$75,000.00		
5	City of Scranton (Fire Department)	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Allen Lucas Deputy Fire Chief	Scranton Engine # 7	Funding of 3rd payment on Fire Engine loan (see Narrative attached to Application for full description) ONLY NEEDS \$50K	03O	LMA	\$ 150,000.00	100%	\$50,000.00		\$50,000.00		
6	City of Scranton (Licensing, Inspections & Permits)	6/28/2017	340 N. Washington Ave. Scranton, PA 18503	Patrick L. Hinton-Director	Demolition of Hazardous Structures	Demolition & Disposal of blighted and abandoned properties throughout the City of Scranton NOTE: WE HAVE A BALANCE OF \$80,000.00 FROM PREVIOUS YEAR	4	SBS	\$ 800,000.00	70%	\$25,000.00		\$25,000.00		
7	City of Scranton (OECD)	7/6/2017	340 N. Washington Ave. Scranton, PA 18503	Tom Preambo- Deputy Director	(West Scranton) Sidewalk & Streetscape Improvements	The Administration and coordination for the construction of public sidewalks with ADA ramps, streetscape and lighting improvements that will serve to increase economic development in a selected area of West Scranton on South Main Avenue.	3K	LMA	\$ 250,000.00	95%	\$250,000.00		\$250,000.00		
8	City of Scranton (Department of Public Works)	07/07/17	340 N. Washington Ave. Scranton, PA 18503	Dennis Gallagher- Director of Public Works	Paving 2018	Paving and Curbscots In Low-Mod Areas.	3K	LMA	\$ 1,500,000.00	95%	\$327,050.00		\$851,671.00		
9	City of Scranton (OECD)	07/07/17	340 N. Washington Ave. Scranton, PA 18503	Tom Preambo- Deputy Director	Economic Development Activities	The Administration and coordination of the City of Scranton's OECD Business Loan Program/Site Infrastructure Improvements to benefit low-to-moderate income persons through job creation where 51% of the positions created are held by low/mod persons.	18A	LMJ	\$ 500,000.00	100%	\$75,000.00		\$130,000.00		
10	City of Scranton (OECD)	07/31/17	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	2018 Administration Costs	20% of the \$2,699,526.00 CDBG allocation for administrative costs	21A	NA	\$ 420,000.00	100%	\$420,000.00		\$509,805.00		

**2018 Applications Received
Community Development Block Grant (CDBG)
Allocation: \$2,699,526.00**

Revised May 21, 2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P
1	2018 Community Development Block Grant										Legislation	Public Serv	Amended Legislation	Amended Legislation	
2							National	Matrix	Applicant's	OECD	Passed	Passed			
3	Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	Objective	Code	Proposed Amt.	Score	11/09/17	11/09/17			
11	City of Scranton (OECD)	07/31/17	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	2018 CDBG Admin for HOME	2018 CDBG Admin for HOME admin per 570.208 Matrix21H	21H	NA	\$ 20,000.00		\$20,000.00		\$30,000.00		
12	City of Scranton (OECD)	7/31/2017	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	Section 108 Loan Payment	Payment of 2019 Section 108 Loan-Scranton Hotel	19F	NA	\$ 290,850.00	100%	\$ 290,850.00		\$ 290,850.00		
13	City of Scranton (OECD)	7/31/2017	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	Section 108 Loan Payment	Payment of 2019 Section 108 Loan-Stearns Mall Partners	19F	NA	\$ 208,100.00	100%	\$ 208,100.00		\$ 208,100.00		
14	Boys and Girls Club of NEPA	7/31/2017	609 Ash Street Scranton, PA 18510	Julianne Curcua Development Director	Park It Program	The Park It Program is in the neighborhood version of the City of Scranton and the Scranton School District's sites in low-income neighborhoods to provide programming	05D	LMA	\$ 47,577.00	97%		\$15,000.00		\$15,000.00	
15	Scranton Police Department	8/1/2017	100 S. Washington Ave Scranton, PA 18503	Maggie Perry Grant Manager	Community Development Officer Program	Hiring four (4) full time Community Development Officers to patrol low to moderate income areas only	05I	LMA	\$ 261,848.00	100%		\$261,000.00		\$261,000.00	
16	St. Joseph's Center	8/2/2017	1213 Prospect Ave Scranton, PA 18505	Sr. Maryalice Jacquinot	Mother Infant Program	The mother infant program is a transitional housing program, providing supervised apartment living, intensive case management, and support services to five (5) homeless families at the time to prepare them to	0.97	5	\$ 25,000.00	97%		\$8,000.00		\$8,000.00	
17	North Scranton Neighborhood Association Watch	8/2/2017		McLain Park Improvement Project	Kathleen Quinn Co-President	Removal of hazardous playground apparatus and replace with state of the art playground equipment. Replacing fencing, walkways inside the park, resurfacing the basketball court and backboards. Purchase and install of flippole and trash receptacles NOTE: McLain Park received \$150,000 in 2017 Action Plan for project	1	03F	\$ 200,000.00	100%	\$100,000.00		\$100,000.00		
18	The Catherine McAuley Center	8/3/2017	430 Pittston Avenue Scranton, PA 18505	Rapid Re-Housing Support for Homeless Women Exiting Emergency Shelters	St. Theresa Marquez Executive Director	Six (6) months of case management support and rental assistance to three (3) women and their children to move toward permanent housing	05S	LMC	\$ 12,000.00	97%		\$5,000.00		\$5,000.00	

**2018 Applications Received
Community Development Block Grant (CDBG)
Allocation: \$2,699,526.00**

Revised May 21, 2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P
1	2018 Community Development Block Grant										Legislation	Public Serv	Amended Legislation	Amended Legislation	
2							National	Matrix	Applicant's	OECD	Passed	Passed			
3	<u>Applicant Name</u>	<u>Date Rec'd</u>	<u>Address</u>	<u>Contact Person</u>	<u>Project Name</u>	<u>Project Description</u>	<u>Objective</u>	<u>Code</u>	<u>Proposed Amt</u>	<u>Score</u>	11/09/17	11/09/17			
19	Post 25 VFW	8/3/2017	2291 Rockwell Ave Scranton, PA 18508	Scranton Veterans Memorial Park Project Patrick Dhern Volunteer	Phase II of veterans memorial park completion of park area includes flag station, park equipment, monument completion	53	03F	\$ 295,000.00	53%	\$0.00			\$0.00		
20	United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	SCOLA	To provide adult literacy and English as a Second Language classes to residents of the City of Scranton	5H	LMC	\$ 20,000.00	97%		\$5,000.00		\$5,000.00	
21	United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	Bellevue Youth Program	To operate an evening/teen program at the Bellevue Community Center	05D	LMC	\$ 15,000.00	97%		\$6,000.00		\$6,000.00	
22	United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	Project Hope Summer Camp	To serve low-income children of the City of Scranton ages 5-12, through a summer camp that meets educational, nutritional, and recreational needs.	05D	LMC	\$ 80,000.00	97%		\$20,000.00		\$20,000.00	
23	NEPA Youth Shelter	8/4/2017	PO Box 20176 Scranton, PA 18502	Moureen Maher-Gray Executive Director	Teen Afterschool Drop In Center Bathroom Remodel	The existing bathroom was last remodeled in the 1990's and is not ADA compliant. It needs to be gutted and rebuilt.	3	LMC	\$ 29,000.00	97%	\$29,000.00		\$29,000.00		
24	Women's Resource Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret A. Ruddy Executive Director	Safe Housing Program for Survivors of Domestic and/or Sexual Violence	Case management, transportation, food, job search, education and training assistance for families in WRC safe housing program	05G	LMC	\$ 10,000.00	97%		\$5,000.00		\$5,000.00	
25	Center for Independent Living	8/4/2017	1142 Sanderson Ave Scranton, PA 18509	Timothy Moran CEO	Transitional Skills Program	The program teaches high school students with a variety of physical, intellectual, and cognitive disabilities daily living activities in a simulated living environment.	05B	Presumed LMI	\$ 40,000.00	82%		\$5,000.00		\$5,000.00	
26	The Arc of NEPA	8/4/2017	115 Meadow Avenue Scranton, PA 18505	Eileen Rempe Director	Sanders Street Community Living Arrangement Porch	Porch replacement includes handicapped accessibility	3	Presumed LMI	\$ 20,000.00	95%	\$20,000.00		\$20,000.00		
27	TOTAL								\$ 5,394,375.00		\$1,890,000.00	\$330,000.00	\$2,369,526.00	\$330,000.00	\$2,699,526.00

Emergency Solutions Grant ESG 2018 FINAL ALLOCATION \$220,906.00												
				Updated May 21, 2018			\$132,543.00 cap			Components		FINAL
Applicant's Name	Date Rec'd	Address	Contact Person	Narrative	Proposed Amt.	Score	Emergency Shelter	Rapid Re-Housing	Homeless Prevention	Admin 7.5% Cap	Contingency	AMOUNTS
Catholic Social Services	7/25/2017	504 Penn Avenue Scranton, PA 18509	Stephen Nocilla Executive Director	St. Anthonys Hacen Men's and Women's Shelter	\$51,000.00	97%	\$48,543.00					\$48,543.00
City of Scranton OECD	7/31/2017	City Hall	Mary Maroon Director of Finance and Compliance	2018 ESG Admin	\$17,250.00	100%				\$16,567.00		\$16,567.00
St. Joseph's Center	8/2/2017	2010 Adams Ave Scranton, PA 18509	Sr. Maryalice Jacquinot	Walsh Manor. Provides 24 hour care to homeless pregnant women. Each woman is provided with food, shelter, transportation, pregnancy counseling prenatal care and life skills classes. The women meet individually with a case manger to plan her future goals which include housing, employment, education, care training, etc.	\$20,000.00	97%	\$18,000.00					\$18,000.00
The Catherine McAuley Center	8/3/2017	430 Pittston Ave Scranton, PA 18505	Sr. Therese Marques	The centers emergency shelter/family support program works to move women and children from homelessness to some degree of independence and to assist them to take control of their lives. The women are offered intensive case management for a period of 30 day. The period may be extended if the client, despite following through on her goals is not ready for independence	\$12,000.00	97%		\$12,000.00				\$12,000.00
The Catherine McAuley Center	8/3/2017	430 Pittston Ave Scranton, PA 18505	Sr. Therese Marques	Shelter	\$28,000.00	97%	\$25,000.00					\$25,000.00

Community Intervention Center	8/3/2017	445 N. 6th Ave Scranton, PA 18503	Kim Cadogan	Operational seven days a week, eleven hours a day as a mental health-drug and alcohol-homesless drop center	\$20,000.00	97%	\$17,000.00					\$17,000.00
Community Intervention Center	8/3/2017	445 N. 6th Ave Scranton, PA 18503	Kim Cadogan	Rapid rehousing	\$10,000.00	97%		\$10,000.00				\$10,000.00
United Neighborhood Centers	8/4/2017	777 Keystone Industrial Park Road Throop, PA 18512	Michael Hanley Chief Executive Director	Rapid-Re Housing program is an intervention that is informed by the Housing First approach. It assists families with rapid re housing and stabilization services through case management, assistance with housing search and placement, as well as financial support with rental assistance	\$31,000.00	97%		\$31,000.00				\$31,000.00
Women's Resource Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret Ruddy Exec. Director	Emergency safe housing for survivors of domestic and sexual violence	\$27,763.00	97%	\$24,000.00					\$24,000.00
Women's Resource Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret Ruddy Exec. Director	Rapid rehousing will be provided for victims of domestic and sexual violence	\$17,755.00	97%		\$17,755.00				\$17,755.00
Women's Resource Center	8/4/2017	PO Box 975 Scranton, PA 18501	Margaret Ruddy Exec. Director	Homeless prevention assistance will be provided for victims of domestic and sexual violence	\$500.00	97%			\$1,041.00			\$1,041.00
					\$235,268.00		\$132,543.00	\$70,755.00	\$1,041.00	\$18,567.00	\$0.00	\$220,906.00

2018 Proposed Funding-HOME PROGRAM ALLOCATION \$560,864.00 plus \$50,000.00 Program Income = \$610,864.00.00 Updated May 25, 2018										
Applicant Name	Date Received	Address	Contact Person	Project Name	Project Description	Requested Amt.	OECD SCORE	Nat. Obj.	Passed by City Council	AMENDMENT AMOUNT 6/2018
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Homebuyer Program	To assist income qualified homebuyers purchase homes in the City of Scranton by providing assistance with down payment and closing costs EN/PI	\$75,000.00	100%	LMI	\$75,000.00	\$220,000.00
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 HOME Admin	10% of each year's HOME funding must be used for reasonable administrative and planning costs, in compliance with HOME rules.	\$52,500.00	100%	NA	\$35,000.00	\$58,086.00
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 CHDO	CHDO is a non-profit community based organization that has staff with capacity to develop affordable housing for the community it serves. At least 15% of HOME funds must be set aside for CHDO. OECD will bid CHDO funding out.	\$50,000.00	100%	LMI	\$52,500.00	\$84,130.00
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Homeowner Housing Rehab. Program	Rehabilitation of homes located in the City of Scranton to comply with City Codes. Eligibility is based on income. Must be a 1-unit home, must be the primary resident and applicant must not hold ownership in any other property.	\$125,000.00	100%	LMI	\$90,000.00	\$150,648.00
City of Scranton OECD	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	2018 Rental Rehab. Program	The Rental Rehabilitation Program (RRP) was initiated by the City of Scranton's Economic and Community Development Department, in response to the local need for standard rental housing that is affordable to low income tenants. RRP provides owners of substandard residential rental property assistance is also provided. Since-family (up to four units) properties are eligible for this program.	\$100,000.00	100%	LMI	\$97,500.00	\$100,000.00
Total:						\$402,500.00			\$350,000.00	\$610,864.00



May 25, 2018

Mrs. Lori Reed
City Clerk
340 North Washington Avenue
Scranton, Pennsylvania 18503

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

Dear Mrs. Reed:

The City of Scranton was informed on May 16, 2018 of Scranton's Fiscal Year 2018 allocations for the Office of Community Planning and Development's (CPD) formula program, which provides funding for housing, community and economic development activities, and assistance for low and moderate income persons and the special need population for Scranton, Pennsylvania.

Scranton is receiving an increase in funding for both CDBG and HOME and a decrease in ESG from what we received in our Fiscal Year 2017 allocation.

Fiscal Year 2018

Community Development Block Grant (CDBG)	\$2,699,526.00	Increase +\$245,835.00
HOME Investment Partnership Program (HOME)	\$ 560,864.00	Increase +\$162,090.00
Emergency Solution Grants (ESG)	\$ 220,906.00	Decrease -\$ 1,654.00

An additional \$50,000.00 will be added to the HOME Program funding that represents projected Program Income that this office will receive bringing the HOME total to \$610,864.00.

On November 7, 2017 when Scranton City Council passed File of Council No. 118/2017 for our Fiscal Year 2018 this office was only able to "approximate" the 2018 allocations that Scranton may receive. At that time we estimated allocations to be CDBG - \$2,220,000.00; HOME - \$350,000.00 and ESG - \$230,000.00.

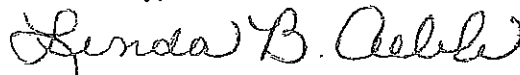
In order to keep City Council and the residents of Scranton informed of this change an amended Ordinance is being submitted to City Council for their approval with the proposed increases and decreases for each activity.

I would like to point out that our CDBG and HOME Program allocations have been increased instead of the decrease that I have seen in recent years.

As soon as Scranton City Council approves this currently legislation, this office will submit our 2018 Action Plan to HUD in June, 2018. HUD recently changed the timing of submission of Action Plans under CPD Notice 16-01. Scranton is not allowed to submit their Action Plan until Scranton receives formula allocation notices for each program by HUD. In past years City/OECD would submit the first week of March.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Linda B. Aebli". The signature is fluid and cursive, with the first name "Linda" being the most prominent part.

Linda B. Aebli
Executive Director

Lba/

Cc: Atty. Jessica Eskra, City Solicitor
Atty. Sean Gallagher, Solicitor, OECD
Mr. Tom Preambo, Deputy Director, OECD
Mr. Dave Bulzoni, Business Administrator
Ms. Mary Maroon, Director of Finance and Compliance, OECD
City Council



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

May 1, 2018

The Honorable William Courtright
Mayor of Scranton
340 N Washington Avenue
Municipal Building
Scranton, PA 18503-1582

2018 MAY 16 PM 2 04

Dear Mayor Courtright:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2018 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special needs populations across the country. President Donald J. Trump signed Public Law 115-141 on March 23, 2018, which includes FY 2018 funding for these programs. Your jurisdiction's FY 2018 available amounts are:

Community Development Block Grant (CDBG)	\$2,699,526
HOME Investment Partnerships (HOME)	\$560,864
Housing Opportunities for Persons With AIDS (HOPWA)	\$ 0
Emergency Solutions Grants (ESG)	\$220,906
Housing Trust Fund (HTF)	\$ 0

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide quality, affordable housing, a stable living environment, expand economic opportunities for low and moderate-income and special needs populations including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

The Department continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and policies; providing demographic and income information about the persons that benefited from a community's activities; and allowing HUD to monitor grantees. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regards to the impact of these formula grant programs.

To strengthen controls for the effective use of these formula funds, HUD urges grantees to continually evaluate policies and procedures governing implementation of these programs and to make adjustments as necessary. As a former local official who implemented CPD programs, I understand the benefit this funding brings to the local level as well as the management responsibilities that come with these Federal dollars. Only with constant analysis of how these critical funds are being used can we expect to fulfill our stewardships. The CPD team is prepared to assist you and your staff in achieving these goals through a wide range of training and technical assistance opportunities.

CPD is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Field Office Director.

Sincerely,

A handwritten signature in black ink, appearing to read 'Neal J. Rackleff', written in a cursive style.

Neal J. Rackleff
Assistant Secretary



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

DEPARTMENT OF LAW

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

RECEIVED

MAY 29 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

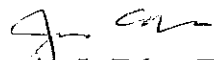
May 29, 2018

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 118, 2017 AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2018" BY AMENDING THE 2018 ACTION PLAN TO ACCEPT THE TWO MILLION SIX HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED TWENTY SIX DOLLARS (\$2,699,526.00) UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; FIVE HUNDRED SIXTY THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS (\$560,864.00) UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM AND TWO HUNDRED THOUSAND NINE HUNDRED SIX DOLLARS (\$220,906.00) UNDER THE EMERGENCY SOLUTIONS GRANT PROGRAM.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

APPROVING AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A MORTGAGE ASSUMPTION AGREEMENT AND MORTGAGE SUBORDINATION AGREEMENT WITH CHRISTOPHER PISANO, INDIVIDUALLY, CONCERNING A CITY OECD COMMERCIAL INDUSTRIAL LOAN ORIGINALLY OBTAINED BY EDMUND & CHRIS PISANO PARTNERSHIP ON JULY 28, 2006.

WHEREAS, The City of Scranton Office of Economic and Community Development is a holder of a mortgage lien against the property located at 528-534 Moosic Street, owned by Edmund and Chris Pisano Partnership (Pisano) in the principle sum of two hundred and fifty thousand and 00/100 (\$250,000.00) dated July 28, 2006 (the "Mortgage"); and

WHEREAS, The City entered into a Mortgage Subordination Agreement with Pisano on June 11, 2007 in order for Pisano to secure a re-financing arrangement, given to First National Community Bank (FNCB) in the amount of nine hundred thousand and 00/100 dollars (\$900,000.00); and

WHEREAS, The City is presently in a subordinate position to FNCB, as to the order of Mortgages in the amount of \$900,000.00; and

WHEREAS, The Pisano Partnership has now dissolved and Christopher Pisano, individually desires to own said property and assume the original City Mortgage of July 28, 2006 from the Pisano Partnership; and

WHEREAS, Christopher Pisano, Individually, is seeking to re-finance the property located at 528-534 Moosic Street with First National Bank (FNB) in the amount of five hundred and eighty five thousand and 00/100 dollars (\$585,000.00) in order to satisfy the Pisano Partnership existing Mortgage with First National Community Bank (FNCB); and

WHEREAS, Christopher Pisano, Individually, will be indebted to First National Bank (FNB) in the total amount of five hundred and eighty five thousand and 00/100 dollars (\$585,000.00); and

WHEREAS, The City will be in a subordinate position to First National Bank (FNB), as to the order of Mortgages in the amount of \$585,000.00.

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 enter into a Mortgage Assumption Agreement and Mortgage Subordination Agreement substantially in the forms attached as Exhibit "A", and other required documents as needed, if any, and to effect the Mortgage Assumption Agreement with Christopher Pisano, individually, and Mortgage Subordination Agreement with First National Bank (FNB).

SECTION 1. Full execution and delivery of said loan documents attached as "Exhibit A" by Christopher Pisano, individually, are a condition precedent to the City entering into this agreement.

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

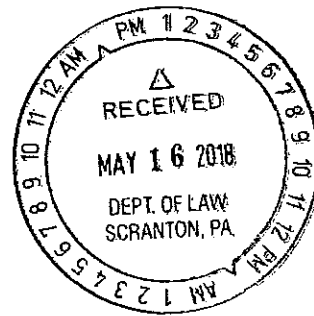
SECTION 3. This Resolution shall become effective immediately upon approval.

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



Office of Economic and
Community Development

May 16, 2018



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

Re: Christopher Pisano
Resolution

Dear Atty. Boyles:

Attached please find the Resolution to Subordinate our lien position and to transfer all legal documents to Christopher Pisano. Edmund and Chris Pisano Partnership are current on their loan.

Attached are the Resolution and the revised Promissory Note, Mortgage Assumption Agreement, Subordination of Mortgage and Guaranty.

This office would appreciate your office review and expedite this Resolution in order for this to pass Council. If you have any questions regarding this project, please contact me at 348-4216.

Sincerely,

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

Linda B. Aebli
Executive Director

lba/

cc: Atty. Sean Gallagher, Solicitor, OECD
Mr. Tom Preambo, Deputy Director, OECD
Ms. Mary Maroon, Director of Finance & Compliance, OECD

Prepared by and return to:

Parcel#Parcel 1 -15652020004
Parcel 2 -# 15652020005
Parcel 3-#15652020006
Parcel 4-# 15652020007

MORTGAGE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of the____day of May, 2018, by and between the CITY OF SCRANTON (hereinafter the "Mortgagee"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 N. Washington Ave, Scranton, PA 18503, and EDMUND AND CHRIS PISANO PARTNERSHIP, ("Original Mortgagor") a Pennsylvania General Partnership having its principal place of business at 300 Olive Street, Scranton, Pennsylvania; and CHRISTOPHER PISANO, INDIVIDUALLY, of 709 Parkview Road, Moscow, PA 18444 (hereinafter the "Purchaser").

Background

Whereas, EDMUND AND CHRIS PISANO PARTNERSHIP , a Pennsylvania general partnership (the "Original Mortgagor") is the current owner of certain real property located at 520-534 Moosic Street, City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania and assigned property identification numbers-15652020004, 15652020005, 15652020006 and 15652020007 (collectively the "Property"), which Property is further described in Exhibit "A" attached hereto and incorporated herein as if set forth at length;

Whereas, on or about July 28, 2006, the Mortgagee loaned the Original Mortgagor \$250,000.00 (the "Loan");

Whereas, the Loan is evidenced by a Promissory Note and a Loan Agreement, both dated July 28, 2006, between the Original Mortgagor and the Mortgagee;

Whereas, the Loan is secured by a mortgage granted and conveyed by the Original Mortgagor to the Mortgagee against the Property in the principal sum of \$250,000.00, which mortgage is dated July 28, 2006 and recorded in the Office of the Recorder of Deeds in and for Lackawanna County, PA at instrument number 200622517 (the "City Mortgage");

Whereas, the aforesaid Promissory Note, Loan Agreement and City Mortgage shall hereinafter from time to time be collectively referred to as the "Loan Documents";

Whereas, Purchaser in connection with the Project, desires to accept said Property and formally assume the Mortgage and perform all of the covenants and conditions contained in the Loan Documents as partial consideration for its purchase of the Property and as consideration for the Mortgagee's willingness to consent to the sale of the Property subject to the City Mortgage;

Whereas, the Mortgagee is unwilling to give its consent to the transfer of the Property to Purchaser unless Purchaser shall assume all of the obligations heretofore imposed by the Loan Documents upon the Original Mortgagor;

Whereas, the execution of this Mortgage Assumption Agreement was authorized by Council of the City of Scranton pursuant to Resolution No. ____ of 2018

NOW THEREFORE, intending to be legally bound and in consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.) Recitals. The above recitals are incorporated herein and made a part hereof as if set forth at length.

2.) Assumption. (a) Purchaser, expressly assumes the Loan Documents and agrees to perform all the Original Mortgagor's covenants, conditions, duties and obligations contained therein, including, but not limited to, agreeing to pay the Promissory Note and all the obligations evidenced thereby and secured by and under the City Mortgage in a prompt and timely manner in accordance with the terms thereof. Without in any way limiting the foregoing, Purchaser shall observe, perform, keep and be bound by every covenant, attornment, term, condition and agreement contained in the Loan Agreement, the Promissory Note and the City Mortgage to the same extent as if

Purchaser was the Original Mortgagor thereunder and had executed the original Loan Documents.

3.) Personal Guaranty. In order to further secure Purchaser's repayment of the Loan, Christopher Pisano, Individually, shall execute and deliver to the Mortgagee at the Closing hereunder an absolute, unconditional, irrevocable personal guaranty of the Loan in a form satisfactory to the Mortgagee. The execution and delivery of said personal guaranty shall be a condition precedent to Mortgagee entering into this agreement.

4.) Consent to Conveyance. The Mortgagee consents to the conveyance of the Property from the Original Mortgagor to Purchaser. The Mortgagee expressly reserves the right to withhold its consent to any future sale or transfer of the Property, as provided for in the City Mortgage.

5.) Release. In consideration for the Purchaser assuming the Loan Documents herein, the Mortgagee releases the Original Mortgagor from all terms, conditions, obligations and agreements contained in the Loan Documents.

6.) Warranties and Representations. The Original Mortgagor, and Purchaser affirm, warrant, represent and covenant that neither the Original Mortgagor, or the Purchaser have any defenses or rights of set-off against the Mortgagee or against the payment, collection or enforcement of the indebtedness evidenced by the Loan Documents. The Original Mortgagor, and Purchaser represent and warrant that they are duly formed entities, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and that each has full power and authority to execute this Agreement and bind themselves herein. Purchaser respectfully, further warrants and represents that all financial statements and any guarantors of the Loan, if any, are true and correct in all respects, fairly present the respective financial conditions of the subjects thereof, as of the respective dates thereof and no material adverse change has occurred that would affect the Purchaser or its guarantors, if any, ability to repay the indebtedness evidenced and secured by the Loan Documents.

7.) Acknowledgements. Purchaser acknowledges that the Loan Documents are in full force and effect; and that the principal balance of the Loan as represented by the Loan Documents and the amount being assumed by Purchaser is One Hundred and Four Thousand One Hundred Forty Dollars and Forty-Eight Cents (\$104,140.48) and that the principal and interest are

unconditionally due and owing to the Mortgagee as provided in the Promissory Note.

8.) Costs. The Purchaser shall pay all costs of the assumption made by Purchaser, to include without limitation, all recording costs, as well as the cost of an endorsement to Mortgagee's title insurance policy insuring the lien of the City Mortgage after the recording of this Agreement. Such costs shall be due at closing hereunder and the payment thereof shall be a condition precedent to Mortgagee's consent to the transfer of the Property to Purchaser. In the event that it is determined that additional costs relating to this transaction are due, Purchaser agrees to pay such costs immediately upon demand.

9.) Lien Priority. Notwithstanding anything herein to the contrary, it is the express intent of the parties hereto that this Agreement shall in no way adversely affect the lien priority of the City Mortgage. The City Mortgage is and shall remain a valid mortgage lien and shall have priority for the full amount of the said principal sum over any right, title, or interest which Purchaser may have and the Purchaser covenants, promises and agrees not to alienate the interest of the Purchaser in the Property until the full amount of the said principal sum has been paid to the Mortgagee, unless Mortgagee agrees to subordinate the same in writing.

10.) Recordation. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for Lackawanna County, PA.

11.) Paragraph Headings. The paragraph headings used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.

12.) Governing Law. This Agreement shall be governed, interpreted and construed by, through and under the laws of the Commonwealth of Pennsylvania.

13.) Binding Effect. This Agreement shall be inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14.) Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. Except as expressly provided herein, all of the terms, conditions and

obligations of the Loan Documents shall remain unchanged and in full force and effect.

INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, being duly authorized, have duly executed this Mortgage Assumption Agreement as of the date set forth above.

COUNTERSIGNED

MORTGAGEE:
CITY OF SCRANTON

BY: _____
Controller
City of Scranton

BY: _____
Mayor

BY: _____
Executive Director
Office of Economic and
Community Development

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Solicitor

Attest:

Original Mortgagor
Edmund and Chris Pisano Partnership

By: _____

Title: General Partner

Attest:

PURCHASER:
Christopher Pisano, Individually

By: _____
CHRISTOPHER PISANO, INDIVIDUALLY

Commonwealth of Pennsylvania)

County of Lackawanna)

On this, the _____ day of _____, 2018, before me, a Notary Public, the undersigned Officer, personally appeared WILLIAM L. COURTRIGHT, who acknowledged himself to be the Mayor of the City of Scranton, and that he as such being duly authorized to do so executed the foregoing instrument for the purpose therein contained by signing the name of the City of Scranton by himself as Mayor.

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

Commonwealth of Pennsylvania)

County of Lackawanna)

On this, the ____ day of _____, 2018, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania)

County of Lackawanna)

On this, the ____ day of _____, 2018, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

CERTIFICATE OF RESIDENCE

The undersigned, on behalf of the City of Scranton, the Mortgagee referenced herein, hereby certifies that the address of the Mortgagee is: 340 North Washington Ave., Municipal Building, Scranton, PA 18503.

Attorney for MORTGAGEE

Exhibit “A”

EXHIBIT "A"

Parcel I

ALL the following described lot or parcel. of land, situate in the City of Scranton, in the County of Lackawanna and State of Pennsylvania, described as follow, viz: - Lot Number fourteen (14) in square or block number eighty-five (.85) and situate upon street called and known as Moosic Street, upon the plot of the Lackawanna Iron & Steel Company's map of a part of. Scranton intended to be duly registered and recorded; said lot being forty (40) feet in front and one hundred and fifty-two (152) feet in depth, with an alley in the rear sixteen (16) feet wide for public use, with the privilege of using ten (10) feet in front of the front line of said lot on Moosic Street for yard, porch, piazza, bay-windows and vaults, but for no other purpose.

Coal and minerals excepted and reserved in the same manner and with the same force and effect as in prior deeds forming the chain of title.

TAX MAP NUMBER 15652-020-004

Parcel II

ALL that certain piece or parcel of land situate in the City of Scranton, in the County of Lackawanna and State of Pennsylvania, described as follows, viz:

Lot Number sixteen (16) in Square or Block Number Eighty-five (85), and situate upon street called and known as Moosic Street, upon the Plot of the Lackawanna Iron and Steel Company's map of a part of Scranton intended to be duly registered and recorded; said lot being forty (40) feet in front and one hundred fifty-two (152) feet in depth.; with an alley in the rear sixteen (16) feet wide for public use, with the privilege of using ten (10) feet in front of the front line of said lot on Moosic Street for yard, vaults, porch, piazza and bay-windows, but for no other purpose. Coal and mineral reserved as in former deeds in the chain of title.

BEING also known as Lot 22, Block 2 on the City of Scranton assessment map for the 12th Ward. The aforesaid property is improved with a restaurant and is also known as 528 Moosic Street, Scranton, Pennsylvania.

TAX MAP NUMBER 156.52-020-005

Parcel III

ALL the following described lot or parcel of land situate in the City of Scranton, County of Lackawanna and State of Pennsylvania, bounded and described as follows:

BEING KNOWN AS Lot Number Eighteen (18) in Square or Block No. (85) upon Street called and known as Moosic Street upon the Plot of the Lackawanna Iron and Coal Company's Map of a part of Scranton, intended to be duly registered and recorded; said lot being forty (40) feet in front and one hundred and fifty-two (152) feet in depth, with an alley in the rear sixteen (16) feet wide for public use, with the privilege of using ten feet in front of said lot on Moosic Street for yard, vault, porch piazza or bay-window, but for no other purpose.

Said property is also designated in the records of the Lackawanna County Assessor's Office as Map No. 156.52-02-06.

TAX MAP NUMBER 156.52-020-006

Parcel IV

ALL that certain lot, piece or parcel of land situate in the City of Scranton, County of Lackawanna and State of Pennsylvania, bounded and described as follows: Being lot number twenty (20) in square or block number eight-five (85) and situate upon street called and known as Moosic Street, upon the plot of the Lackawanna Iron and Coal Company's Map of a part of Scranton, intended duly registered and recorded, said lot being (40)feet in front and one hundred fifty-two (152) feet in depth with an alley in the rear and also an alley on the Northeasterly side of said lot, each of said alleys being sixteen (16) feet wide for public use, with the privilege of using ten (10) feet in front of the front line of said lot on Moosic Street for yard, porch, piazza, bay-window and vaults, but for no other purpose.

TAX MAP 156.52-020-007

SUBORDINATION OF MORTGAGE

CHRISTOPHER PISANO

Instrument No:

MORTGAGOR

Dated:

to

Interest from: As stated therein

THE CITY OF SCRANTON

MORTGAGEE

Premises: All those certain pieces or parcels of land situate in the City of Scranton, Lackawanna County, Pennsylvania commonly known as 528-534 Moosic Street , more Particularly described in Exhibit "A" Attached hereto and incorporated herein by reference.

Parcel ID Nos:
15652-020-004
15652-020-005
15652-020-006
15652-020-007

AGREEMENT TO SUBORDINATE MORTGAGE

THIS AGREEMENT, made this _____ day of _____, 2018, by THE CITY OF SCRANTON (Mortgagee) in favor of CHRIS PISANO (Mortgagor) and FIRST NATIONAL BANK (BANK MORTGAGE)

WHITNESSETH:

WHEREAS, the Mortgagee was the holder of a mortgage lien against the property in the principal sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) from EDMUND AND CHRIS PISANO PARTNERSHIP, said Mortgage being dated July 28, 2006 and recorded as Lackawanna County Instrument Number : 200622517; and

WHEREAS on June 11, 2007, the Mortgagee entered into a Mortgage Subordination agreement with EDMUND AND CHRIS PISANO PARTNERSHIP in order to facilitate other

financing arrangements of EDMUND AND CHRIS PISANO PARTNERSHIP with FIRST NATIONAL COMMUNITY BANK (FNCB) in the amount of \$900,000.00; and

WHEREAS the EDMUND AND CHRIS PISANO PARTNERSHIP has now been dissolved; and

WHEREAS MORTGAGOR, has entered into a Mortgage Assumption Agreement with the Mortgagee to assume the original mortgage between the Mortgagee and EDMUND AND CHRIS PISANO PARTNERSHIP in the amount of (\$250,000.00); and

WHEREAS, in order to facilitate other financing arrangements of the Mortgagor and to satisfy the existing debt the EDMUND AND CHRIS PISANO PARTNERSHIP has with FIRST NATIONAL COMMUNITY BANK, the Mortgagee agrees to subordinate the lien of its Mortgage to that of FIRST NATIONAL BANK (FNB) in the amount of FIVE HUNDRED AND EIGHTY FIVE THOUSAND AND 00/100 DOLLARS(\$585,000.00) about to be executed and recorded.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Mortgagee agrees as follows:

Mortgagee agrees to subordinate its Mortgage dated July 28, 2006 recorded as Lackawanna County Instrument Number 200622517 and Mortgage Assumption Agreement dated the _____ day of _____, 2018, recorded as Lackawanna County Instrument Number _____ against the premises to FIRST NATIONAL BANK until the Mortgage with FIRST NATIONAL BANK is fully paid, including debt, interest and costs, as stated therein.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Mortgagee has executed this Agreement as of the date set forth above.

ATTEST:

THE CITY OF SCRANTON

CITY CLERK

By: _____
MAYOR

CITY CONTROLLER

SOLICITOR
Approved as to Form

EXECUTIVE DIRECTOR
OECD

Commonwealth of Pennsylvania)

County of Lackawanna)

On this, the _____ day of _____, 2018, before me, a Notary Public, the undersigned Officer, personally appeared WILLIAM L. COURTRIGHT, who acknowledged himself to be the Mayor of the City of Scranton, and that he as such being duly authorized to do so executed the foregoing instrument for the purpose therein contained by signing the name of the City of Scranton by himself as Mayor.

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

PROMISSORY NOTE

\$104,140.48

Scranton, Pennsylvania
_____, 2018

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, CHIRSTOPHER PISANO, Individually, of 709 Parkview Road Moscow, PA 18444 ("Maker"), hereby promises to pay to THE CITY OF SCRANTON, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 North Washington Avenue, Scranton Pennsylvania 18503 ("Holder"), the sum of ONE HUNDRED AND FOUR THOUSAND ONE HUDRED FORTY DOLLARS AND FORTY-EIGHT CENTS (\$104,140.48) which is the principle balance the original Loan of July 28, 2006 which the Maker assumed from Edmund and Chris Pisano Partnership, payable together with interest thereon at the fixed rate of zero percent 0% per annum as follows (the "Loan"), payable as follows:

Payments by Maker to Holder shall continue to commence on the 1st day of each and every month and every month thereafter including the 1st day of August 2026 and shall be in monthly installments in the amount of One Thousand Forty One Dollars and Sixty Six Cents (\$1,041.66)

The entire principal balance of this Note, or so much thereof as shall have been disbursed and not yet repaid, shall be due and payable on August 1, 2026 ("Maturity Date").

This Note evidences a loan in the above amount made by the Holder to the Maker on this date (the "Loan"), the proceeds of which will be advanced by the Holder to the Maker in the manner provided in a Mortgage Assumption Agreement of this date between the Holder and the Maker (the "Mortgage Assumption Agreement") for the purposes therein specified. Payment of this Note is secured by a Mortgage Assumption Agreement of this date from the Maker to the Holder, and by, other security described in the Mortgage Assumption Agreement as well as the Original Loan Agreement between the City and the Edmund and Chris Pisano Partnership of July 28, 2006.

The Maker hereby agree to keep, perform, and comply with all covenants, terms, and conditions of the Mortgage Assumption Agreement, and of all 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.

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.

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.

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.

Upon a failure by the Maker to pay any installment of principal, as provided in this Note, within twenty (20) days after the date of written notice of non-payment from the Maker as provided in the Mortgage Assumption Agreement, or upon the occurrence of any other Event of Default specified in the Agreement or in any of the other Loan Documents, the entire principal balance of the Loan, as well as all other sums then due and owing to the Holder under the Loan Documents with respect to the Loan, with interest thereon at the maximum legal rate, or if there is no maximum legal rate, 18%(hereinafter referred to as the "Effective Rate"), shall become immediately due and payable without presentment, demand, protest, or notice of any kind, which are hereby expressly waived by the Maker. Upon the occurrence of such an event, the Maker thereupon authorizes and empowers any attorney of any court of Record in the Commonwealth of Pennsylvania to appear for the Maker, and to confess judgment in favor of the Holder and against the Maker in the Court of Common Pleas of Lackawanna County for the total principal amount then due and owing to the Holder, with interest and or penalties at the Effective Rate, as well as costs of suit and an Attorney's Commission of ten percent (10%) of the total principal amount then due and owing. The authority to confess judgment herein granted shall not be exhausted by any one exercise thereof, but shall continue in full force and effect from time to time and at all times until payment in full of the total amount due the Holder, and entry of judgment on this Note shall not be deemed to restrict or limit the Holder in pursuing any other remedy available to the Holder under the Loan Agreement,

and the other Loan Documents, or any other remedy available to the Holder at law or in Equity, to enforce collection of the total amount due and owing to the Holder, and all of said remedies are hereby declared to be non-exclusive, and exercisable separately or concurrently, until the total amount due and owing to the Holder is paid in full.

The Maker hereby waive 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.

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.

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.

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 caused this Promissory Note to be executed by its duly authorized representative, the day and year first above written, intending to be legally bound.

CHRISTOPHER PISANO

BY: _____

GUARANTY

Pursuant to this Guaranty dated the ____ day of _____, 2018 the undersigned, Christopher Pisano, ("GUARANTOR") 709 Parkview Road, Moscow, PA 18444 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, Christopher Pisano, and all of his liabilities to the City as set forth pursuant to Christopher Pisano's assumption of Edmund and Chris Pisano Partnership liabilities and obligations under a certain Loan Agreement, Promissory Note and Mortgage dated July 28, 2006 concerning a loan from the City to Edmund and Chris Pisano Partnership in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00). Chris Pisano assumed such liabilities and obligations pursuant to a Mortgage Assumption Agreement and Note dated the same date as this Guaranty from the City to Christopher Pisano, Individually, in the amount of One Hundred and Four Thousand One Hundred Forty Dollars and Forty-Eight Cents (\$104,140.48). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the principal debtor's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the principal debtor's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or

persons (including the principal debtor and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

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

exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the principal debtor, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the principal debtor or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice that any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the principal debtor's liabilities to City or the liability of the undersigned hereunder.

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

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he

has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) CONFESSION OF JUDGMENT. GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY CHRISTOPHER PISANO. ("PRINCIPAL DEBTOR"), CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON PRINCIPAL DEBTOR'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUAARANTOR, FOR PRINCIPAL AND INTEREST ON PRINCIPAL DEBTOR'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION OF TEN PERCENT (10%) OF TOTAL PRINCIPAL AMOUNT DUE AND OWING; 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.

CHRISTOPHER PISANO

DATE: _____

So long as the Principal Debtor's liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the principal debtor or out of the property of the principal debtor.

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

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

IT IS EXPRESSLY AGREED BY THE GUARANTOR AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY THE GUARANTOR OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS GUARANTY THE GUARANTOR, JOINTLY AND/OR SEVERALLY FOR THE UNDERSIGNED, AND THE GUARANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY,



DEPARTMENT OF LAW

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

May 21, 2018

RECEIVED

MAY 21 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A MORTGAGE ASSUMPTION AGREEMENT AND MORTGAGE SUBORDINATION AGREEMENT WITH CHRISTOPHER PISANO, INDIVIDUALLY, CONCERNING A CITY OECD COMMERCIAL INDUSTRIAL LOAN ORIGINALLY OBTAINED BY EDMUND & CHRIS PISANO PARTNERSHIP ON JULY 28, 2006.

Respectfully,

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

JLE/sl

RESOLUTION NO. _____

2018

APPOINTMENT OF SURESHBHAI PATEL, 817 ASH STREET, APT. # 3W, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE SCRANTON PLANNING COMMISSION. MR. PATEL WILL BE REPLACING ROBERT WEBER WHOSE TERM EXPIRED DECEMBER 31, 2015. MR. PATEL WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE MAY 24, 2018 AND WILL EXPIRE MAY 24, 2023.

WHEREAS, Robert Weber's term on the Scranton Planning Commission expired on December 31, 2015, serving until April 17, 2017; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Sureshbhai Patel, as a member of the Scranton Planning Commission to replace Robert Weber. Mr. Patel's term will expire May 24, 2023; and

WHEREAS, Sureshbhai Patel has the requisite, experience, education, and training necessary to serve on the Scranton Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that Sureshbhai Patel, 817 Ash Street, Apt. #3W, Scranton, Pennsylvania, is hereby appointed as a member of the Scranton Planning Commission to replace Robert Weber whose term expired December 31, 2015. Mr. Patel's term will expire May 24, 2023.

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

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

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



OFFICE OF THE MAYOR

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

May 24, 2018

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

RE: Scranton City Planning Commission Appointment

Dear Council Members:

Please be advised that I am appointing Sureshbhai Patel, 817 Ash Street, Apt. #3W, Scranton, Pennsylvania 18510 as a member of the Planning Commission for the City of Scranton.

Mr. Patel will be replacing Robert Weber who's term expired on December 31 ,2015 and resigned on April 17, 2017.

Mr. Patel's term is effective May 24, 2018 and will expire on May 24, 2023.

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

Sincerely,

William L. Courtright

CC: Jessica Eskra, City Solicitor
Scranton Planning Commission
Don King, City Planner
Sureshbhai Patel

From:

Sureshbhai Patel
817 Ash Street, Apt #3W,
Scranton PA 18510


May 18, 2018

Subject: Application for the Position of Planning Commission Member

To,
City Planning Commission,
City of Scranton,
340 N Washington Avenue,
Scranton, PA -18503

Dear Sir / Madam,

I am –Sureshbhai Patel interested in servicing in the position of Planning Commission Member. As a citizen of the City of Scranton I would like to serve in the honorary position.

Thank you,

Sureshbhai Patel



DEPARTMENT OF LAW

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

RECEIVED

MAY 29 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

May 29, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPOINTMENT OF SURESHBHAI PATEL, 817 ASH STREET, APT. # 3W, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE SCRANTON PLANNING COMMISSION. MR. PATEL WILL BE REPLACING ROBERT WEBER WHOSE TERM EXPIRED DECEMBER 31, 2015. MR. PATEL WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE MAY 24, 2018 AND WILL EXPIRE MAY 24, 2023.

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

Respectfully,

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

JLE/sl

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THIS OPERATION AND MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMP) BY AND BETWEEN RANDMAR DEVELOPMENT, INC., (HEREINAFTER "RANDMAR") AND THE CITY OF SCRANTON (HEREINAFTER THE "LANDOWNER").

WHEREAS, the Landowner, RandMar Development, Inc., 39 South Main street, Pittston PA 18640 , (c/o Rose M. Radazzo) is the owner of certain real property comprising 1.75 acres at the northwest corner of Seventh Avenue and Linden Street as recorded by deed in the land records of Lackawanna County, Pennsylvania, Deed Book _____ at Page _____, (hereinafter "Property"); and

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Utility Site Plan approved by the City of Scranton (hereinafter referred to as the "Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the City of Scranton, provides for management of stormwater within the confines of the Property through the use of BMPs; and construction and maintenance of drainage and stormwater conveyance facilities within the Pennsylvania Department of Transportation Right-of-Way of State Route 3029 (Seventh Avenue) for which the City of Scranton will be the permittee for the Utility Highway Occupancy Permit consisting of:

One new stormwater inlet (INL-10) located in the right-in only access from Seventh Avenue, one new stormwater manhole (MH-11) in the lawn area between Seventh Avenue and the Sheetz site, and a 15" diameter Thermoplastic Storm Sewer pipe (P-6) connecting the two structures. A new 18" diameter Thermoplastic Storm Sewer pipe (P-4) connecting the site stormwater management system to the new manhole MH-11 and a New 18" diameter Thermoplastic Storm Sewer pipe (P-5) connecting the new manhole MH-11 to an existing inlet on the westerly side of Seventh Avenue (S.R. 3029); and

WHEREAS, the City of Scranton and RandMar Development, Inc. desire to enter into the Operation and Maintenance Agreement for Stormwater Management Best Management Practices (SWM BMP) per the terms and conditions as stated therein, a copy of which is attached hereto marked as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into the Operation and Maintenance Agreement for Stormwater Management Best Management Practices (SWM BMP) by and between RandMar Development Inc. and the City of Scranton.

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

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

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

OPERATION AND MAINTENANCE AGREEMENT
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMP)

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between RandMar Development, Inc., (hereinafter "RandMar") 39 South Main Street, Pittston, PA, (hereinafter the "Landowner"), and the City of Scranton, Lackawanna County, Pennsylvania, (hereinafter "City of Scranton");

WITNESSETH

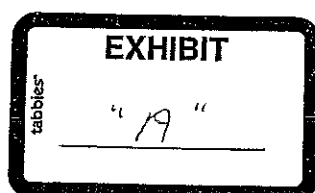
WHEREAS, the Landowner, RandMar Development, Inc., 39 South Main Street, Pittston, PA 18640, (c/o Rose M. Randazzo) is the owner of certain real property comprising 1.75 acres at the northwest corner of Seventh Avenue and Linden Street as recorded by deed in the land records of Lackawanna County, Pennsylvania, Deed Book _____ at Page _____, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Utility Site Plan approved by the City of Scranton (hereinafter referred to as the "Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the City of Scranton, provides for management of stormwater within the confines of the Property through the use of BMPs; and construction and maintenance of drainage and stormwater conveyance facilities within the Pennsylvania Department of Transportation Right-of-Way of State Route 3029 (Seventh Avenue) for which the City of Scranton will be the permittee for a Utility Highway Occupancy Permit consisting of:

One new stormwater inlet (INL-10) located in the right-in only access from Seventh Avenue, one new stormwater manhole (MH-11) in the lawn area between Seventh Avenue and the Sheetz site, and a 15" diameter Thermoplastic Storm Sewer pipe (P-6) connecting the two structures. A new 18" diameter Thermoplastic Storm Sewer pipe (P-4) connecting the site stormwater management system to the new manhole MH-11 and a New 18" diameter Thermoplastic Storm Sewer pipe (P-5) connecting the new manhole MH-11 to an existing inlet on the westerly side of Seventh Avenue (S.R. 3029)

WHEREAS, the City of Scranton, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the City of Scranton and the protection and maintenance of water quality require that on-site stormwater BMP be constructed and maintained on the Property and the drainage and stormwater conveyance facilities be constructed within the SR 3029 right-of-way; and



WHEREAS, the City of Scranton requires, through the implementation of the Utility Site Plan(Exhibit A), that SWM BMP's and the storm water conveyance within the S.R. 3029 right-of-way described above as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his successors and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall construct the BMPs and stormwater conveyance in accordance with the plans and specifications identified in the Utility Site Plan (Exhibit A).
2. The Landowner shall operate and maintain the BMPs and stormwater conveyance as shown on the Plan in good working order accordance with the specific maintenance requirements noted on the approved Utility Site Plan(Exhibit A).
3. The Landowner hereby grants permission to the City of Scranton, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs and stormwater conveyance whenever necessary. Whenever possible, the City of Scranton shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMPs and stormwater conveyance system per paragraph 2, the City of Scranton or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow the City of Scranton to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the City of Scranton is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City of Scranton.
5. In the event the City of Scranton, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the City of Scranton for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the City of Scranton.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs and stormwater conveyance system within the S.R. 3029 PennDOT right-of-way by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability

of any party for damage alleged to result from or be caused by stormwater runoff.

7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the City of Scranton from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) and stormwater conveyance within S.R. 3029 right-of-way by the Landowner or City of Scranton.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Lackawanna County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For the City of Scranton:

(SEAL)

For the Landowner:

ATTEST:

_____ (City, Borough, Township)

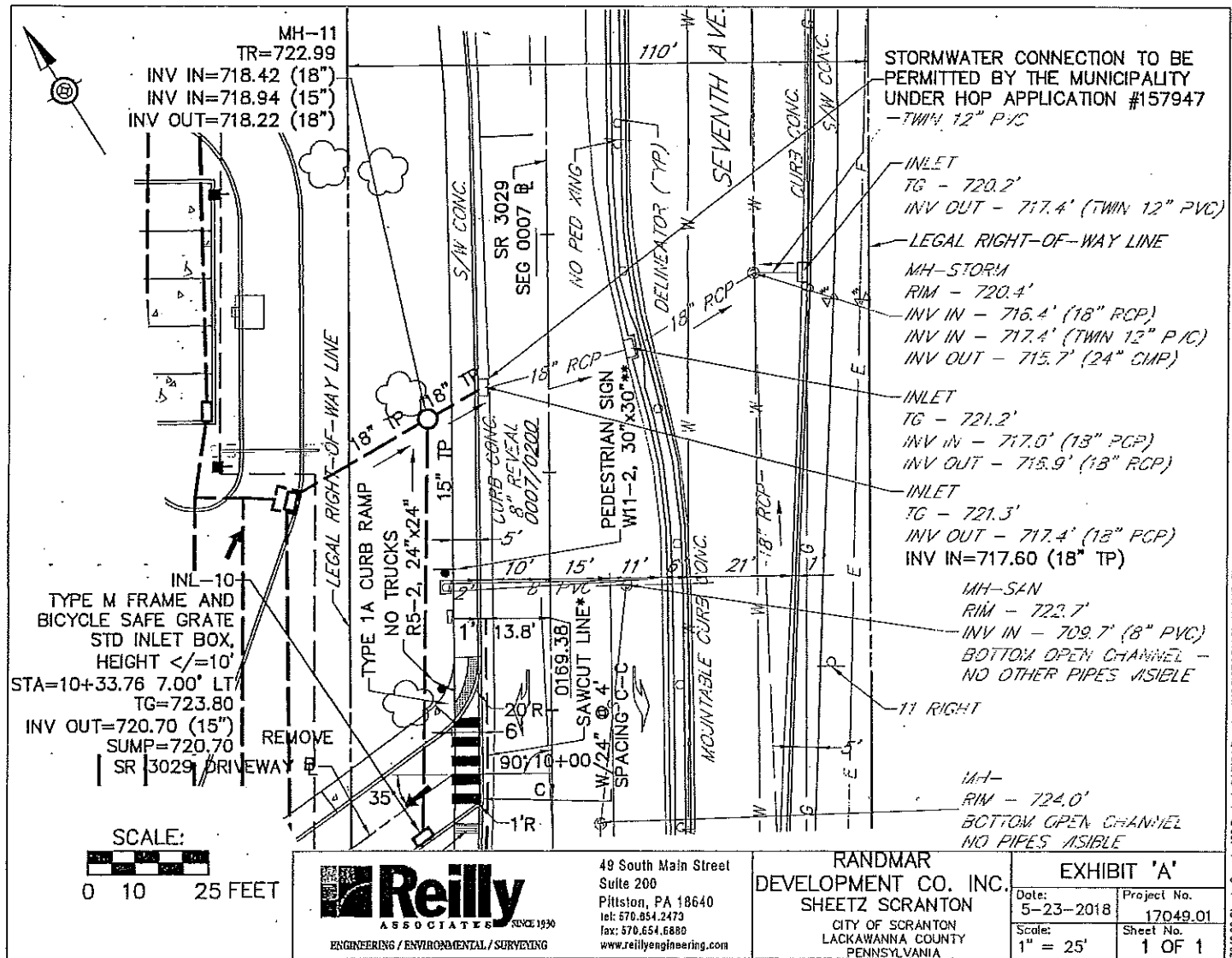
County of Lackawanna, Pennsylvania

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, 20__, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20__, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND THIS _____ day of _____, 200_.

NOTARY PUBLIC

(SEAL)



Z:\17049.01-Sheetz-Scranton\03 Design\CAD\03-Drawing\HOP\STORM PLAN-SHEETZ.dwg, 8/21/2018 10:08:57 AM, 1:1



DEPARTMENT OF LAW

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

RECEIVED

MAY 29 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

May 29, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THIS
OPERATION AND MAINTENANCE AGREEMENT FOR STORMWATER
MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMP) BY AND
BETWEEN RANDMAR DEVELOPMENT, INC., (HEREINAFTER "RANDMAR")
AND THE CITY OF SCRANTON (HEREINAFTER THE "LANDOWNER").

Respectfully,

Jessica Eskra
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED
MAY 29 2018
OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR OF THE CITY OF SCRANTON ("APPLICANT") TO SIGN THE APPLICANT'S AUTHORIZATION FOR AGENT (REILLY ASSOCIATES) TO APPLY FOR A HIGHWAY OCCUPANCY PERMIT ON BEHALF OF THE CITY FOR THE SHEETZ STORMWATER CONNECTION TO THE INLET ON SEVENTH AVENUE.

WHEREAS, the City is required to obtain a highway occupancy permit from the Commonwealth of Pennsylvania, Department of Transportation, ("Department"), in order to occupy the State highway; and

WHEREAS, the City wishes to authorize Reilly Associates to apply for the permit on behalf of the City for the Sheetz stormwater connection to the inlet on Seventh Avenue; and

WHEREAS, the City has agreed to grant a release to the Department to allow Reilly Associates to apply for the permit on behalf of the City. A copy of the Authorization is attached hereto as Exhibit "A" and incorporated herein by reference hereto; and

WHEREAS, as a condition of this authorization, City agrees that Reilly Associates will be required to provide the City with copies of all correspondence and other documents issued, mailed, emailed or otherwise directed or provided to City or Reilly Associates by the Department.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor of the City of Scranton is authorized to sign the Applicant's authorization for agent to apply for Highway Occupancy Permit on behalf of the City for the Sheetz stormwater connection to the inlet on Seventh Avenue.

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

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

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

**APPLICANT'S AUTHORIZATION FOR AGENT
TO APPLY FOR HIGHWAY OCCUPANCY PERMIT**


If granting BLANKET Authorization to submit applications on Applicant's behalf, check this box: ☐

If BLANKET Authorization, mark N/A.	PERMIT APPLICATION NO.	157947
	COUNTY	LACKAWANNA
	CITY-BORO-TWP.	SCRANTON CITY
	S.R.-SEG.-OFF.	3029-0007-0218
APPLICANT		Name: CITY OF SCRANTON Address: 340 NORTH WASHINGTON AVENUE SCRANTON, PA 18503
AGENT		Name: REILLY ASSOCIATES Address: 49 SOUTH MAIN STREET, SUITE 200 PITTSBURGH, PA 15201

THIS AUTHORIZATION, made this ____ day of _____, 20¹⁸, by

CITY OF SCRANTON

APPLICANT for a highway occupancy permit under 67 Pa. Code Chapter 441 or 459.

WHEREAS, the APPLICANT is required to obtain a highway occupancy permit from the Commonwealth of Pennsylvania, Department of Transportation, called the Department, in order to occupy the State highway; and

WHEREAS, the APPLICANT wishes to authorize the agent listed above (AGENT) to apply for the permit on behalf of the APPLICANT; and

WHEREAS, the APPLICANT has agreed to grant a release to the Department to allow the AGENT to apply for the permit on behalf of the APPLICANT; and

WHEREAS, as a condition of this authorization, APPLICANT agrees that AGENT will be required to provide APPLICANT with copies of all correspondence and other documents issued, mailed, emailed or otherwise directed or provided to APPLICANT or AGENT by the Department; and

WHEREAS, the APPLICANT may elect to be provided contemporaneous email updates on the review status of the permit application.

NOW, THEREFORE:

1. The APPLICANT does hereby authorize AGENT to act as APPLICANT's agent with respect to the permit application and to do all things necessary to obtain the permit on behalf of the APPLICANT.
2. The APPLICANT does hereby remise, release, quitclaim and forever discharge the Department, its agents, employees and representatives of and from all suits, damages, claims and demands of any type whatsoever arising against it as a result of granting the permit to APPLICANT.
3. The APPLICANT ☒ has ☐ has not (check one) elected to be provided contemporaneous updates on the status of the permit application. If the APPLICANT elects to be provided contemporaneous updates on the status of the permit application, provide contact information here (email): dgallagher@scrantonpa.gov.
4. The APPLICANT understands that this AUTHORIZATION is effective until revoked in writing by the APPLICANT or AGENT, with contemporaneous written notice thereof to the Department.

IN WITNESS WHEREOF, the APPLICANT has executed or caused to be executed these presents, intending to be legally bound thereby.

by APPLICANT:

WITNESS:

(authorized representative signature)

Signature

Name: _____

Name

Title (if other than individual applicant): _____

Title

Date: _____

by AGENT:

Paul A. Menichello

(authorized representative signature)

Name: PAUL MENICHELLO

Title (if other than individual agent): SR. PROJECT MANAGER

Date: 5/15/18



DEPARTMENT OF LAW

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

May 29, 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 OF THE CITY OF SCRANTON ("APPLICANT") TO SIGN THE APPLICANT'S AUTHORIZATION FOR AGENT (REILLY ASSOCIATES) TO APPLY FOR A HIGHWAY OCCUPANCY PERMIT ON BEHALF OF THE CITY FOR THE SHEETZ STORMWATER CONNECTION TO THE INLET ON SEVENTH AVENUE.

Respectfully,

Jessica Eskra (S)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

MAY 29 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

54

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REILLY ASSOCIATES CONSULTING ENGINEERS TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2018 ROADWAY IMPROVEMENT PROJECT.

WHEREAS, a request for Qualifications was advertised for the City of Scranton Engineering Services 2018 Roadway Improvement Project five (5) proposals were submitted for review; and

WHEREAS, after review of the request for qualifications submitted it was determined that it would be in the best interest of the City to award the Contract Reilly Associates Consulting Engineers for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Reilly Associates Consulting Engineers for the City of Scranton Engineering Services 2018 Roadway Improvement Project.

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

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

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

CONTRACT

This contract entered into this ____ day of _____ 2018 effective through completion of the project by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

REILLY ASSOCIATES CONSULTING ENGINEERS
201 LACKAWANNA AVENUE, SUITES 309-310
SCRANTON, PA 18503
PHONE NO. (570) 237-5258

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing engineering services for the City of Scranton 2018 roadway improvement project. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2018 ROAD IMPROVEMENT PROJECT PER THE ATTACHED BID PROPOSAL AND SCRANTON'S SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Reilly Associates Consulting Engineers dated May 25, 2018 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

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

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____

MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

DIRECTOR DEPARTMENT OF PUBLIC
WORKS

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

REILLY ASSOCIATES CONSULTING
ENGINEERS

BY:

TITLE: _____

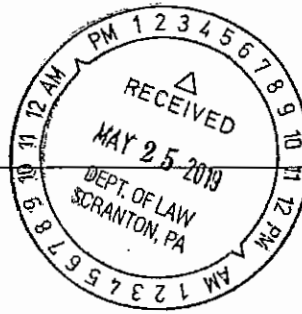
DATE: _____

BUSINESS ADMINISTRATION

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



SCRANTON



May 25, 2018

Memo

To: William Courtright, Mayor
Jessica Eskra, Solicitor
Lori Reed, City Clerk
Dennis Gallagher, Department of Public Works Director

From: David Bulzoni, Business Administrator

Re: **Engineering Recommendation for 2018 Roadway Improvement Project**

All,

The following proposals were received on May 25 in response to the City of Scranton Request for Proposals -2018 Roadway Improvement Project. The engineering services are required to support the roadway improvement project funded by the 2018 budget allocation.

The following engineering firms, with associated costs, submitted proposals:

1. Reilly Associates	\$32,972
2. Reuther and Bowen	\$41,375
3. Greenman-Pedersen	\$43,416
4. BCM Engineers	\$84,825
5. Peters Design	\$91,280

The Request for Proposal uses a maximum cost estimate for the project. As you are aware, the City continues to finalize the list of roadways and likely will not have the final project list completed until construction bids are received. All proposals received were compliant with the Request for Proposal.

Therefore, Office of the Business Administrator recommends the approval of the proposal submitted by Reilly Associates and the subsequent contract with the firm.

Department of Business Administration

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



SCRANTON

May 25, 2018

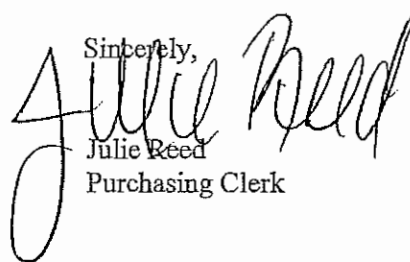
Mrs. Rebecca Mc Mullen,
Acting Business Administrator
Municipal Building
Scranton, Penna. 18503

Dear Mrs. McMullen:

This is to inform you that bids were opened on Friday, May 25, 2018 in Council Chambers for the **City of Scranton Engineering Services 2018 Roadway Improvement Project**. Attached please find copies of the bids submitted by the following companies:

Peter's Design Group
Reuther & Bowen
Greenman-Pedersen
Reilly Associates
BCM Engineers

After your review of these bids, please inform the Law Office of your decision so they may call for a contract or reject said bids. Thank you for your cooperation in this matter.

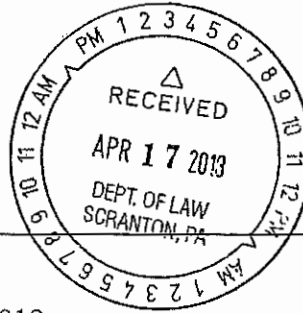
Sincerely,

Julie Reed
Purchasing Clerk

Attachments

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

Department of Business Administration

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



SCRANTON

April 13, 2018

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

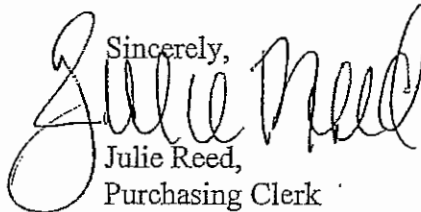
Dear Mr. Gallagher,

This is to inform you that RFQ proposals will be opened in Council Chambers on Friday, May 25, 2018 at 10:00 A.M. for the following:

City of Scranton Engineering Services- 2018 Roadway Improvement Project

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mrs. Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Acting Business Administrator
✓Mrs. Jessica Eskra, City Solicitor
File

REQUEST FOR QUALIFICATIONS

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. Friday May 25, 2018 at which time such proposals will be opened in the City Council Chambers for the following:

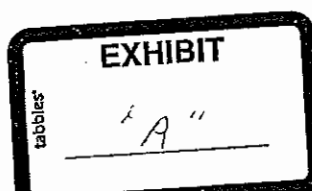
CITY OF SCRANTON ENGINEERING SERVICES – 2018 ROADWAY IMPROVEMENT PROJECT

All proposals shall be in accordance with the provisions of the Request for Qualifications (RFQ) which is now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "Proposal – RFQ – City of Engineering Services – 2018 Roadway Improvement Project". The envelopes should be delivered or mailed to the City of Scranton, Office of the City Controller, 2nd floor, 340 North Washington Avenue, Scranton, PA 18503, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal as noted in this Request for Qualifications.

If you have any questions, please contact Rebecca McMullen/Acting Business Administrator as noted in the Request for Qualifications.

Rebecca McMullen
Acting Business Administrator



REQUEST FOR QUALIFICATIONS

I. GENERAL INFORMATION

A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for engineering services for the 2018 Roadway Improvement Project.

B. ISSUING OFFICE

1. This Request for Qualifications is issued for the City of Scranton Business Administration Office. The issuing department is the sole point of contact for questions pertaining to this Request for Qualifications.

The sealed proposals must be submitted not later than 10:00 a.m. on Friday May 25, 2018 to:

City of Scranton
Office of the City Controller
2nd Floor
340 North Washington Avenue
Scranton, PA 18503

2. Six (6) copies of the Proposal shall be received in a sealed envelope and must be marked prominently on the outside:

"Proposal – RFQ – City of Engineering Services – 2018 Roadway Improvement Project".

3. Proposals must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.

4. Proposals will be handled confidentially by the City during the pre-award process.

5. The proposal shall be binding for a period of ninety (90) days from the due date for submission.

6. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.

C. SCOPE OF SERVICES

The City of Scranton is seeking professional service and advice by an experienced engineering firm for its 2018 Roadway Improvement Project, which entails the resurfacing of approximately six (6) to eight (8) miles of roadway throughout the City of Scranton.

1. QUESTIONS

Any questions regarding this Request for Qualifications should be directed to the Business Administration Office via email only to:

Rebecca McMullen
Acting Business Administrator

City of Scranton
340 North Washington Avenue
Scranton, PA 18503
Phone 570-348-4265
Email: rmcmullen@scrantonpa.gov

All questions must be received by 2:00 p.m. on Wednesday May 23, 2018. Inquiries received after 2:00 p.m. will not receive responses.

No telephone calls with questions will be taken.

2. ADDENDA

To ensure consistent interpretation of certain items, answers to questions the City deems to be in the interest of all will be made available to all respondents.

Responses to questions will be issued in the form of an Addendum to the Request for Qualifications.

3. PUBLIC OPENING

Sealed Proposals will be opened publicly on May 25, 2018

II. GENERAL CONDITIONS

A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Qualifications will be made in the form of a written communication emailed to all prospective proposers. The communications shall then be considered to be part of the Request for Qualifications.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost.

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Qualifications. In case such deductions or additions are made,

an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

The City Solicitor, as the designee of the Mayor, has the sole responsibility to respond to inquiries regarding the Request for Qualifications.

K. COMPLIANCE WITH LAWS

The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract.

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements.

M. CONTRACT TERMINATION

A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Qualifications is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. PROPOSAL INSURANCE REQUIREMENTS

By submitting a Proposal, the proposer agrees that it now carries or will carry throughout the term of any Contract generated as a result of this Request for Qualifications, at a minimum, the following types and amounts of insurance:

Workers' Compensation	Statutory
Employer's Liability	\$500,000

Professional Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury	\$300,000 each person \$500,000 each occurrence
Property Damage	\$500,000 each occurrence

Certificates of Insurance shall be furnished to the City of Scranton upon request.

P. BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

Q. INDEMNIFICATION

1. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the law. The following are not subject to disclosure under an exception in the law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposer's economic capability.

S. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

III. PROBLEM STATEMENT

The Request for Qualifications format for professional services enables the City to thoroughly evaluate the conditions for selection such as prior class action legal experience with sufficient flexibility in awarding the contract.

A. REJECTION OF PROPOSALS

The City of Scranton reserves the right to reject any and all proposals received resulting from this request and to negotiate with those respondents deemed finalists.

B. INCURRING COSTS

The City of Scranton will not be liable for costs incurred by the selected proposer prior to the issuance of a contract.

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

D. REFERENCES

As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer. Experience in roadway improvement projects will be given greater consideration in the evaluation of the proposals.

IV. CRITERIA FOR SELECTION

A. EVALUATION PROTOCOL

All proposals received by the City of Scranton will be reviewed by the Business Administration Office. The Business Administration Office will review the merits of content and select the proposal which most closely meets the requirements of the Request for Qualifications. The final selection may not be the lowest cost proposal but that which most closely meets the requirements of the City.

B. SELECTION BASED ON QUALIFICATIONS

The proposal selected by the City Business Administration Office will be deemed to respond most favorably to the requirements of the Request.

Conditions relevant to evaluation will include:

1. The experience of the proposer in roadway resurfacing projects;
2. The resources and ability of the proposer to complete the work requested in a timely and professional manner;
3. The experience of the proposer for overseeing the project, including bidding and oversight of the construction necessary for roadway resurfacing; and
4. The projected overall cost to the City of Scranton.

V. PROPOSAL REQUIREMENTS

Proposals must meet the identified criteria and format. Consideration will be based on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposal.

A. STATEMENT OF SERVICES RENDERED

The proposer will identify the scope of services provided to the City of Scranton for its 2018 Roadway Improvement Project.

B. MANAGEMENT SUMMARY

Provide a narrative description of the proposed effort and a list of services delivered by the proposer.

C. ACTION PLAN

Describe in narrative form a proposed plan of action for accomplishing the objectives of the Project. A detailed time line for implementation, the reaching of each milestone of the project, and completion must be provided. The City plans to implement the project as quickly as possible, and to have the entire project completed by the late fall of 2018. The City retains the right to negotiate the timing of the project's implementation and completion, as well as the right to reject any Proposal containing a timeline not in conformity with the City's proposed implementation and completion dates.

D. EXPERIENCE

Include examples of experience as an engineer for any paving and/or roadway resurfacing projects. The documentation of experience should include primary and secondary services, if applicable, and any pertinent experience of the support staff. References related to prior activities should be listed in the addenda section, including contact information.

E. PERSONNEL

Include the names of executive and professional personnel who will be assigned to the activities of the Roadway Improvement Project, including support staff. Resumes for those assigned directly to the activities of this project may be included in the addenda section.

F. COST AND PRICE PROPOSAL

Payment for Services under this Project shall be on a time and materials, not-to-exceed fee basis. The Proposal shall include a Cost Proposal which shall identify a schedule of proposed hourly billing rates for all members of the Consulting Team, as well as a total not-to-exceed fee for all of the services required to complete this Project. The Proposal shall include a detailed spreadsheet showing the hours, labor costs, expenses and total cost for each task in the Project. The Cost Proposal shall include a not-to-exceed budget for reimbursable expenses, including, but not limited to mileage and document reproduction. The Cost Proposal shall also estimate all potential fees associated with obtaining all permits required to complete the Project in accordance with applicable laws. Expenses for telephone, facsimile and computer charges will not be allowed.

If the Proposer anticipates additional services not addressed in the Request for Qualifications which, in its opinion, will be required to complete the Project, such additional services shall be noted, with a general explanation, a brief justification for the services, and a corresponding proposal for the same.

Unless otherwise approved in writing by the City's Business Administrator, the proposer selected shall not be entitled to any payment from the City in excess of the not-to-exceed fee provided.

G. RELATIONSHIPS

The proposal must identify any relationships of the firm and its principals and assigned employees with any official of the City of Scranton.

H. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit
- Act 44 Disclosure Form Affidavit

I. CONTRACT

The party selected for legal services will execute the City of Scranton's standard professional services contract.

J. INSURANCE COVERAGE

All proposals submitted to the City of Scranton shall include the following:

- A statement of the prospective proposer's insurance coverage. The City requires the successful proposer to carry the types and amounts of insurance listed hereinabove. All insurance coverages should name the City of Scranton as an additional insured. All insurance coverages must be kept

effective during the contract period. The loss of insurance coverages could result in contract termination;

- A statement of assurance attesting that the prospective proposer is not currently in violation of any regulatory rules and regulations that may impact its operations;
- A statement that the prospective proposer is not involved in any current litigation against the City of Scranton.

Attachment A. Affirmative Action Certification

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

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's

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

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF _____
COUNTY OF _____

_____, being
first duly sworn, deposes and says that:

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

of _____, the Bidder that has
submitted the bid;

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

City of Scranton
Request for Qualifications
2018 Engineering Services – Roadway Improvement Project

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20_____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20_____

Attachment E. Disclosures by Current Contractors

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

8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.
9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, _____, hereby state that I am _____
for _____, and am authorized to make this verification.

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

Signed: _____ Date: _____

Engineering

Environmental

Surveying

REQUEST FOR PROPOSAL

**CITY OF SCRANTON
ENGINEERING SERVICES – 2018
ROADWAY
IMPROVEMENT PROJECT**

MAY 25, 2018

Submitted To:

Roseann Novembrino
City Controller
City of Scranton
340 N. Washington Avenue
2nd Floor
Scranton, PA 18503

Submitted By:

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



EXHIBIT

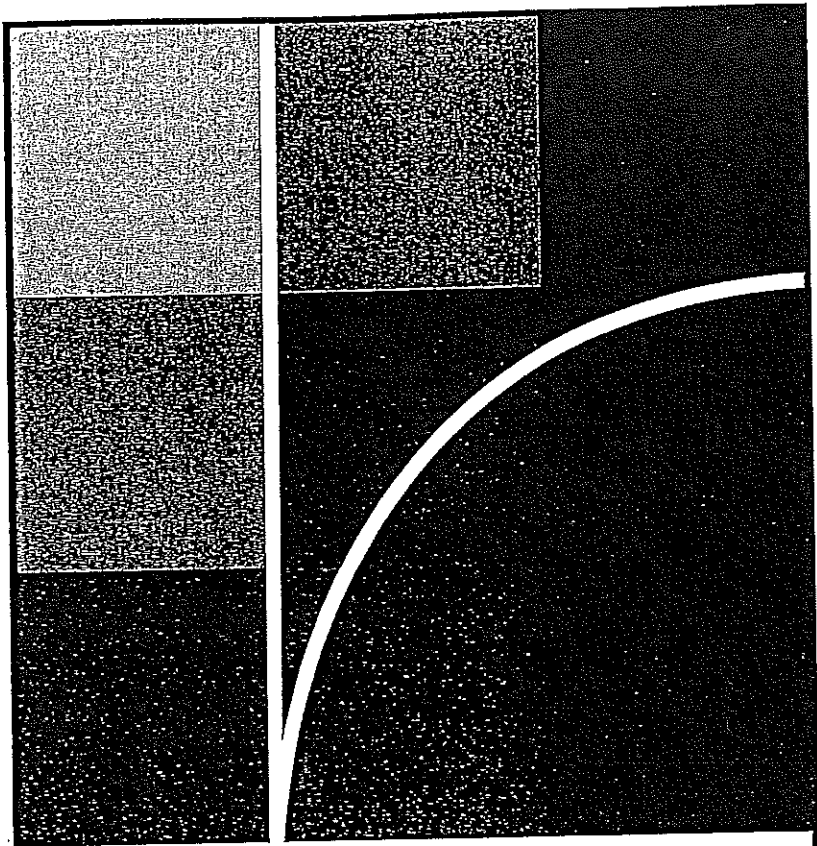
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PROPOSAL INFORMATION

Statement of Services (A)
Management Summary (B)
Action Plan (C)
Experience (D)
Personnel (E)



Introduction

Reilly Associates is pleased to submit our qualifications to the City of Scranton for consideration to provide Engineering Services for the 2018 Roadway Improvement Project. Reilly Associates has been successfully providing Municipal Engineering services, of the type required by the City for over 85 years. We have experience with many similar projects including City of Scranton CDBG funded projects and are conveniently located in the City of Scranton. We have been principal engineer on numerous capital improvement and rehabilitation projects which have significantly impacted the local communities in which Reilly Associates' professionals live and work. Roadway, Paving, Streetscape, Sidewalk, Drainage, Traffic, Stormwater, Sewer, Land Development and PennDOT projects are the foundation of our 8 decades of experience.

Extensive Municipal Experience

We have demonstrated excellent understanding of the rules and procedures that govern local municipal work. In addition, we have demonstrated the ability to secure grant funding for almost all of the projects we have worked on, including Pittston Streetscape Phases I, II, III and IV the Pittston and West Pittston sewer separation projects, Shickshinny Streetscape Lighting, the Keystone College Streetscape, Factoryville Recreation Field and Parking, Wayne Economic Development Corporation - Sterling Business Park, Hanover Township Fire Station, and White Haven Linesville Park. Tom Reilly Jr. P.E. is an expert in navigating the numerous state and federal funding channels including LSA, PennVest and USDA. And has assisted in securing grants and loans exceeding \$50,000,000. Mr. Reilly is also well versed in the requirements related to managing the various projects so they comply with the funding source requirements. Mr. Reilly is the project principal and key contact person for numerous municipal paving and drainage improvement projects. He has managed many complex multi-million dollar pavement rehabilitation and drainage improvement projects such as the Route 924 project and a variety of open end contracts with PennDOT and the Pennsylvania Turnpike Commission. Mr. Reilly's previous experience includes project management for Reilly Associates' portion of the Casey Highway.

*Reilly Associates
has a successful record
of advancing complex
publicly funded projects
through approval, into
design, and through
construction.*

A. STATEMENT OF SERVICES RENDERED

Reilly Associates will provide engineering design services, specifications, coordination and construction services for the City of Scranton 2018 Roadway Improvement Project, which involves the resurfacing of approximately six to eight miles of roadway throughout the City of Scranton. Scope will include design and construction services for multiple mill and overlay projects for various roads in the City; field viewing project streets, estimating quantities, developing bidders list of streets to be overlayed, line striping sketches, curb ramp sketches at identified intersections. The scope will also include assistance with reviewing bids and providing recommendations, attendance at pre-construction meetings.

B. MANAGEMENT SUMMARY

Reilly Associates has experienced professionals available for this assignment. The City will be a top priority. Principal Engineers Thomas Reilly, Jr., PE and Joseph Durkin, PE, and Martin Musso, P.E., CBI, QA/QC Engineer, a life-long Scranton resident will be closely involved in all project work and will remain accessible to the City to provide highest level of responsiveness.

Roadway Improvement, Engineering Design services will be managed by Mr. Donald Totino, P.E. Mr. Totino has considerable road and curb cut design experience and is very familiar with municipal projects and procedures. Mr. Totino is project engineer for design and construction services on the City of Scranton 2015/2016 OECD paving project.

Mr. Totino will be assisted by Mr. Paul Menichello, PE, PTOE. Mr. Menichello successfully managed the 2015/2016 City of Scranton OECD paving projects. Mr. Menichello will provide design review.

Proposed Effort

Reilly Associates will provide development of contract, review of contract, review of bids and bid documents.

Deliverables

Reilly Associates will provide construction estimates, contract drawings, contract documents.

C. ACTION PLAN

2018 Roadway Improvement Project

1. Discuss scope of work with City of Scranton Officials.
2. Visit site/sites with City Officials; clarify issues that may present themselves. Discuss budget available for project. Decide on desired phasing of the project.
3. Contact and keep City Officials apprised of scope, progress and estimated costs. This would be done as needed but at least every four weeks.
4. Prepare detailed engineering scope of work with engineering estimate. Agree on engineering budget for the project.
5. Reilly Associates will send out coordination letters to utility companies to check if there is any planned work by utility company. This information will be used to assist the City in planning and prioritizing the various streets in the project.
6. Prepare preliminary sketches/plans with construction estimate for approval of City. Field view of the areas contemplated for improvement will be held and results discussed. This will assure proper consideration of drainage issues and ADA compliance. Prepare itemized quantity/estimate lists for each of the selected roads.
7. Prepare final sketches and bid forms and review with City. Review detailed construction estimate. Present final sketches and bid forms to City for final approval.
8. Prepare bid package, advertise for bids. Contact potential bidders. Hold pre-bid meeting.
9. Accept bids, review bids, recommend low bidder to City.

10. Hold pre-construction meeting with City Officials. Determine at that time whether contractor has any issues that may require analysis from cost or schedule standpoint. Resolve these to the satisfaction of the City.
11. Issue NTP for construction work to begin.
12. Hold semi-final inspection, prepare punch list of items for contractor to perform.
13. Verify punch list completion, recommend acceptance of project.

Project Timeline

Task	Duration (days)	Start Date	Completion Date
City Award's Contract		6/18/2018	
Field View Scope w/ City	1	6/25/2018	6/26/2018
Prelim. Estimate	6	6/26/2018	7/2/2018
Utility Letters/Coordination	3	7/2/2018	7/5/2018
Field Measuring & Marking	7	7/5/2018	7/12/2018
Contract Documents	8	7/12/2018	7/20/2018
Curb Ramp Designs	15	7/12/2018	7/27/2018
Pave Marking Sketches	15	7/12/2018	7/27/2018
Advertise	14	7/27/2018	8/10/2018
Pre-Bid Conference	1	8/3/2018	8/4/2018
Bid Opening & Review	1	8/10/2018	8/11/2018
Pre-Con Meeting	1	8/15/2018	8/16/2018
Construction	65	8/16/2018	10/20/2018
Punchlist	10	8/16/2018	8/26/2018
Final Inspection	1	10/20/2018	10/21/2018
Project Closeout	5	10/21/2018	10/26/2018

Milestones – Field View, Design and Construction.

D. EXPERIENCE

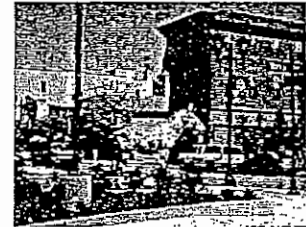
Extensive Roadway Experience

Reilly Associates has significant experience with roadway improvement, streetscape projects, enhancement projects, LSA, and HOP projects. Reilly Associates has designed and inspected enhancement projects and worked with local officials to fund them. Reilly Associates recent paving projects for City of Scranton Office of Community and Economic Development have resulted in eleven contracts. The total value of these contracts approaches \$6,500,000 in construction. Reilly Associates has the capacity to deliver this



project so that construction can be completed during the 2018 construction season. We have the experience and the expertise having delivered two similar projects in a very similar timeframe for the City.

Reilly Associates completed a \$2.3M roadway resurfacing and design project at Ricketts Glen State Park for the Department of Conservation and Natural Resources. Reilly Associates designed all phases of the Pittston Streetscape projects, West Pittston Luzerne Avenue Streetscape, Keystone College Streetscape and Hawley Streetscape project. We provided all engineering and surveying services from concept through construction administration and on site project observation on both Pittston and West Pittston Streetscape projects. The proposed team members for the 2018 Roadway Improvement Project have worked together on numerous resurfacing and roadway improvement projects. Additional project experience and references are listed in the Addenda section, Tab 4.



E. PERSONNEL

Mr. Donald Totino, PE will be the project manager for all roadway improvement design tasks. Mr. Totino is very familiar with roadway resurfacing and municipal projects and procedures and has considerable ADA curb ramp design experience. Mr. Totino is project manager on numerous municipal projects.

Mr. Totino will be assisted by Paul Menichello, P.E., P.T.O.E. will provide QA/QC review. Mr. Menichello has over 25 years of experience in all types of roadway, sidewalk, curb replacement and traffic signal design projects. In addition to being a professional engineer, Mr. Menichello is also certified as a Professional Traffic Operations Engineer (P.T.O.E). Mr. Menichello is currently managing three Park/Ride projects for PennDOT, District 4-0 and the City of Scranton OECD paving projects. He recently completed a \$2,300,00

Ross Berhang, PE, project engineer, will provide engineering design services as needed. Mr. Berhang provided engineering designs for PennDOT District 4, as well as municipal projects.

In Addition to the professionals listed Reilly Associates has additional experienced staff available to assist Mr. Totino.

Name	Title
Thomas J. Reilly, Jr., PE	Principal Engineer
Paul Menichello, PE, PLS	Senior Project Manager
Donald Totino, PE, PLS	Project Manager
Ross Berhang, PE	Project Engineer
Jaison Fierro	Designer
Sherry Strok	Administrative Assistant

Resumes are included in the Addenda section, Tab 4.

Dedicated Professionals

Engineering Manager, **Mr. Martin A. Musso, P.E., C.B.I.** has over 25 years of experience and is a Certified Bridge Inspector. Mr. Musso is familiar with PennDOT design criteria having served as project engineer on numerous PennDOT projects. Mr. Musso is a life-long Scranton resident. Mr. Musso has a successful history of completing engineering projects, which represent millions of dollars of construction costs, utilizing all applicable County and municipal land development, storm water and flood plain ordinances. Mr. Musso is project manager and lead engineer on several streetscape and PennDOT projects. He has a documented record of successfully completing projects on time and budget.

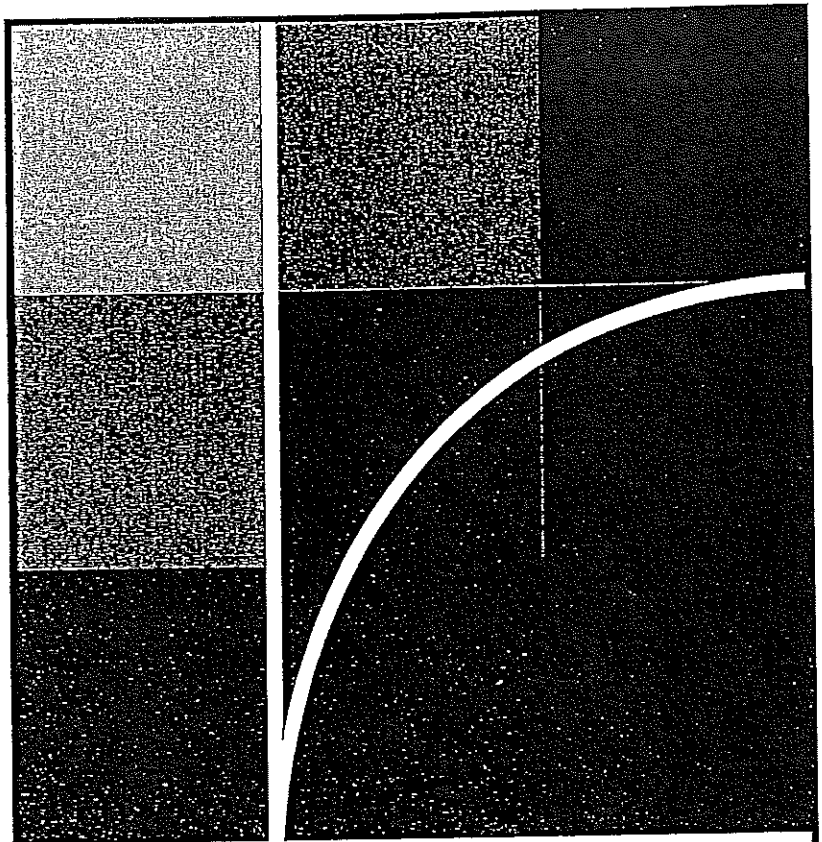
Reilly Associates has a staff of resident project representatives with experience on a variety of projects

including roadway, drainage, curb cut and utility inspection. **Mr. Dave Makala**, Reilly construction supervisor, supervises a staff of inspectors who have over 200 years of experience in the construction industry. These inspectors currently serve as resident project representatives for a variety of municipal and private clients. Mr. Makala is a registered Bituminous Pavement Field Technician and has HAZMAT and nuclear gauge compaction certification.

Each of these key managers has the right level of experience and training to meet the City's engineering design needs.

Reilly Associates has the expertise and experienced staff to accomplish the work in the most efficient and cost effective manner to meet the goals of City of Scranton. We have over professional staff available to work on this assignment. We have successfully completed a wide variety of municipal projects including stormwater facility design, roadway design, traffic engineering, signal design, structural engineering, landscape architecture, trail design, bridge and culvert design, project inspection, land surveying, including GPS equipment, and GIS services.





PRICE PROPOSAL

Cost and Price Proposal (F)





Cost and Price Proposal

F. Cost and Price Proposal

Payment for Services under this Project shall be on a time and materials, not-to-exceed fee basis.

Schedule of proposed hourly billing rates for each member of the Consulting Team are as follows:

Title	Rate per hour
Principal	\$ 170.00
Project Manager	\$ 140.00
Senior Engineer/QAQC	\$ 160.00
Project Engineer	\$ 107.00
Designer	\$ 90.00
Administration	\$ 58.00

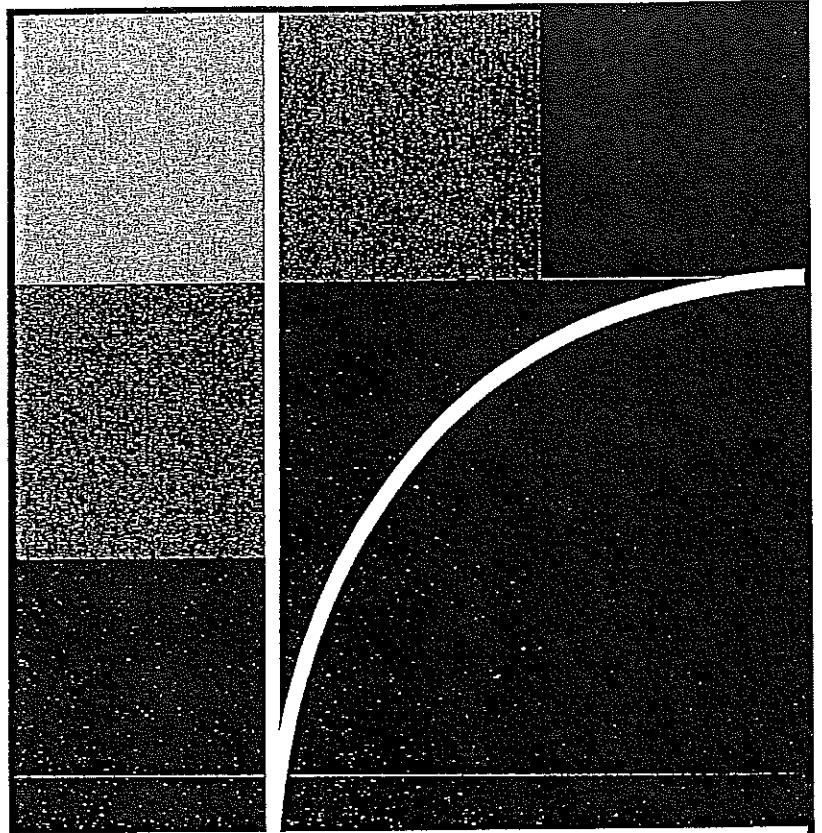
Task	Hours	Labor Cost	Expenses	Total Cost/Task
Field View Scope Project with City	8	\$1,120.00	\$ 50.00	\$ 1,170.00
Preliminary Estimate	17	\$2,480.00	\$ 0.00	\$ 2,480.00
Utility Letters/Coordination	12	\$1,352.00	\$ 100.00	\$ 1,452.00
Contract Documents	66	\$9,312.00	\$ 300.00	\$ 9,612.00
Field Measuring and Marking	36	\$5,040.00	\$ 500.00	\$ 5,540.00
Curb Ramp Designs	64	\$7,376.00	\$ 200.00	\$ 7,576.00
Pavement Marking Sketches	22	\$2,552.00	\$ 200.00	\$ 2,752.00
Pre-Bid Conference	4	\$ 560.00	\$ 50.00	\$ 610.00
Bid Opening and Review	8	\$1,120.00	\$ 50.00	\$ 1,170.00
Pre-Con Meeting	4	\$ 560.00	\$ 50.00	\$ 610.00

Total Not-To-Exceed Fee for Labor \$31,472.00

Total Not-To-Exceed Fee for Reimbursable Expenses \$ 1,500.00

Total Not To Exceed Fee for Services \$32,972.00

Based upon the information provided in the Request for Qualifications, no additional services are anticipated to be required to complete the Project. See Tab 1 for scope of work included in the Total Not-To-Exceed Fee. No permits are anticipated to be necessary for the project.



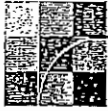
REQUIRED INFORMATION

Relationship (G)

Affidavits (H)

Contract (I)

Insurance Coverage (J)



Additional Required Information

G. RELATIONSHIPS

The proposal must identify any relationships of the firm and its principals and assigned employees with any official of the City of Scranton.

Reilly Associates, its principals and assigned employees do not have any non professional relationships with officials of the City of Scranton.

H. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit
- Act 44 Disclosure Form Affidavit

The affidavits are included in Tab 3.

I. CONTRACT

The party selected for engineering services will execute the City of Scranton's standard professional services contract.

Reilly Associates acknowledges this requirement.

J. INSURANCE COVERAGE

All proposals submitted to the City of Scranton shall include the following:

A statement of the prospective proposer's insurance coverage. The City requires the successful proposer to carry the types and amounts of insurance listed hereinabove. All insurance coverages should name the City of Scranton as an additional insured. All insurance coverages must be kept effective during the contract period. The loss of insurance coverages could result in contract termination.

Reilly Associates maintains the insurance coverage listed below. Reilly Associates will furnish a certificate of insurance to the City of Scranton upon request.



Workers' Compensation	\$1,000,000
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	\$1,000,000 combined single limit
Umbrella Liability	\$5,000,000 each occurrence \$5,000,000 aggregate

A statement of assurance attesting that the prospective proposer is not currently in violation of any regulatory rules and regulations that may impact its operations;

Reilly Associates is not currently in violation of any regulatory rules and regulations that may impact its operations.

A statement that the prospective proposer is not involved in any current litigation against the City of Scranton.

Reilly Associates is not involved in any current litigation against the City of Scranton.

Attachment A. Affirmative Action Certification

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

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's

City of Scranton
Request for Qualifications

2018 Engineering Services – Roadway Improvement Project

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

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: May 17, 2018

Reilly Associates

(Name of Bidder)

BY Thomas Gurey

TITLE President

Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE: May 17, 2018

Reilly Associates

(Name of Bidder)

BY [Signature]

President

TITLE

Attachment D, Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania
COUNTY OF Luzerne

Thomas J. Reilly, Jr., being
first duly sworn, deposes and says that:

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

of Reilly Associates, the Bidder that has
submitted the bid;

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

City of Scranton
Request for Qualifications
2018 Engineering Services – Roadway Improvement Project

Non-Collusion Affidavit
Signature Page

Sherry Strook

Signed 5/17/18

President

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 17th DAY OF May
_____, 20 18

Sherry Strook

(TITLE)

MY COMMISSION EXPIRES

_____, 20 _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Sherry Strook, Notary Public
City of Pittston, Luzerne County
My Commission Expires July 12, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Attachment E. Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton. See attached for list of Reilly persons proposed.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position; None.
 - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration. None.
2. Since January 1, 2011, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment. No.
3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton. No.
4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made. No.
5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution. See Attached.
6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship. No.
7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred. No.

City of Scranton
Request for Qualifications
2018 Engineering Services – Roadway Improvement Project

8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution. See Attached.
9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist. No conflict.
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, Thomas J. Reilly, Jr., hereby state that I am President
for Reilly Associates, and am authorized to make this verification.

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

Signed:  Date: 5/24/18

1.

Name	Title
Thomas J. Reilly, Jr.	Principal Engineer
Paul Menichello, PE, PLS	Senior Project Manager
Donald Totino, PE, PLS	Project Manager
Ross Berhang, PE	Project Engineer
Jaison Fierro	Designer
Sherry Strok	Administrative Assistant

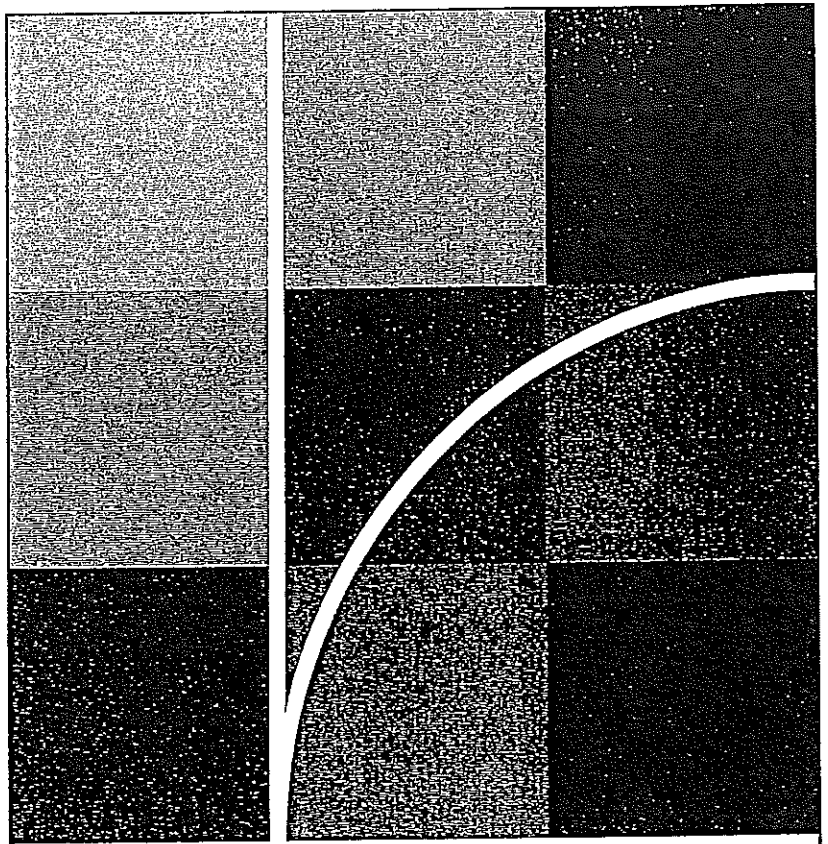
5. Joseph S. Durkin Vice-President/Reilly Associates COURTRIGHT/MAYOR \$1,000.00 8/1/2017,
COURTRIGHT/MAYOR \$1,000.00 8/1/2016

8. Thomas Reilly, Jr is President of Reilly Associates, Joseph Durkin is Vice-President of Reilly Associates, Main office address is 49 South Main St., Pittston, PA

Thomas Reilly, Jr.	Name/Office	Amount	Date of Contribution
	Tom Wolf/Governor	\$2,500.00	2/7/2018
	Tom Wolf/Governor	\$1,000.00	4/25/2018
	PAWC-PAC	\$1,250.00	9/13/2017
	PAWC-PAC	\$1,250.00	9/13/2017
	Tom Wolf/Governor	\$2,500.00	4/26/2017
	Mike Carroll/State Rep	\$1,250.00	6/13/2016
	John Blake/Senator	\$500.00	3/31/2016
	John Blake/Senator	\$1,000.00	8/30/2016
	John Blake/Senator	\$250.00	12/8/2016
	Mike Carroll/State Rep	\$1,000.00	9/26/2015
	John Blake/Senator	\$400.00	3/6/2015
	John Blake/Senator	\$1,000.00	8/17/2015

	Tom Wolf/Governor	\$2,500.00	10/1/2014
	Mike Carroll/State Rep	\$1,000.00	10/4/2014
	John Blake/Senator	\$1,000.00	8/20/2014
	John Yudechak/Senate	\$1,000.00	10/31/2014
	Mike Carroll/State Rep	\$1,000.00	8/29/2013
	John Yudichak/Senate	\$500.00	3/25/2013
	Mike Carroll/State Rep	\$500.00	9/28/2012
	John Blake/Senator	\$1,000.00	8/23/2012
	John Yudichak/Senate	\$200.00	4/8/2012
	Mike Carroll/State Rep	\$500.00	9/22/2011
	John Blake/Senator	\$400.00	3/3/2011
	John Blake/Senator	\$400.00	3/3/2011
	John Blake/Senator	\$1,300.00	7/30/2011
	PAWC-PAC	\$1,250.00	9/13/2017
Joseph Durkin	PAWC-PAC	\$1,250.00	9/13/2017
	NORTHEAST LEADERSHIP FUND	\$1,000.00	8/7/2017
	LISA BAKER/SENATE	\$500.00	5/2/2016
	PAWC-PAC	\$1,000.00	10/26/2016
	PAWC-PAC	\$1,000.00	10/26/2016
	PAWC-PAC	\$1,000.00	10/26/2016
	PAWC-PAC	\$1,000.00	8/13/2015
	NORTHEAST LEADERSHIP FUND	\$1,000.00	8/12/2015

NORTHEAST LEADERSHIP FUND	\$500.00	8/14/2014
NORTHEAST LEADERSHIP FUND	\$500.00	9/29/2014
JOHN BLAKE/SENATOR	\$1,000.00	8/22/2013
JOHN BLAKE/SENATOR	\$1,000.00	8/22/2013
NORTHEAST LEADERSHIP FUND	\$1,000.00	8/9/2013
PAWC-PAC	\$500.00	10/9/2013
NORTHEAST LEADERSHIP FUND	\$1,200.00	8/13/2012
SAPORITO, JOSEPH COM TO ELECT JUDGE	\$500.00	3/22/2011
COURTRIGHT/MAYOR	\$1,000.00	8/1/2017
COURTRIGHT/MAYOR	\$1,000.00	8/1/2016



ADDENDA

Project Experience
References
Resumes



Reilly Associates is an engineering and surveying firm that specializes in municipal engineering services such as streetscape, roadway and bridge design; grant and funding applications; drainage and stormwater design; subdivision and land development and zoning reviews; traffic engineering, speed studies and signal design; park planning and design; sewer, water and wastewater engineering; surveying; and construction management and inspection services.

Project Experience

Reilly Associates has experience in all areas of municipal and civil engineering, surveying, and inspection services that may be required by the City of Scranton for the 2018 Roadway Improvement Project which proposes the paving of 6-8 miles of City streets including:

- Larch Street (North Washington Avenue to Dunmore line, two ADA ramps)
- Dartmouth Street (South Main Avenue to Parrot Avenue)
- Bryn Mawr Street (South Main Avenue to Parrott Avenue, one ADA ramp)
- Amherst Street (South Main Avenue to East Park Avenue)
- Cornell Street (South Main Avenue to East Park Avenue)
- Woods Place (Wolf Court to 100 feet past East Park Avenue)
- Wolf Court (Sloan Street to Round Woods Place)

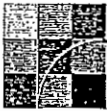
Reilly Associates has a vast amount of experience in pavement and roadway design and inspection of roadway paving projects. We have obtained this experience as demonstrated in the following project types and have included examples for your reference:

1. CDBG projects, LSA Projects
2. Streetscape, Enhancement, Sidewalk and Curb Cut projects
3. PennDOT Permit Projects
4. Construction Inspection
5. Additional Relevant Projects

City of Scranton Municipal Engineering Project Experience

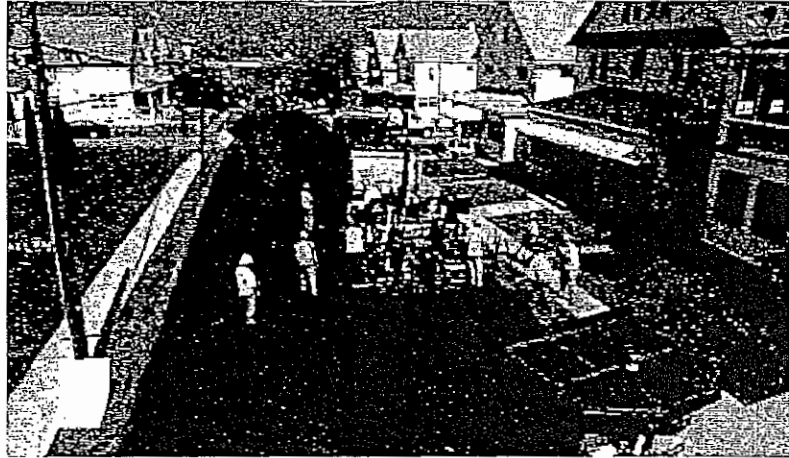
City of Scranton, Office of Economic & Community Development (OECD) – Municipal Engineering Services

Reilly Associates is currently providing engineering services to the City of Scranton, OECD on an ongoing basis. Recently completed and current projects include a \$5M Street Paving program.



Reconstruction of City Streets including Handicapped Curb Cuts

Design and construction administration for three multiyear mill and overlay projects for various roads in the City of Scranton. Reilly Associates designed and prepared contracts for three major resurfacing and curb cut projects. Projects include field viewing project streets, coordinating utilities, estimating quantities and



costs and developing a bidders list of the streets to be overlayed. Individual quantities for each of the streets are prepared. Line striping sketches are also provided along with curb ramp sketches at the intersections identified with the OECD and Reilly Associates during field views. Project includes assistance with reviewing bids and providing recommendations, attendance at preconstruction meetings, and providing construction administration and inspection services. Eight projects have been bid on the three groups with three remaining for the Fall of 2018 and Spring and Fall of 2019. Project constructed value will approach \$ 6,500,000. The three projects include 45 curb ramps and approximately 350,000 square yards of paving. Managed the design and construction budgets to fit within available resources available to the Scranton OECD.

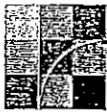
City Greening Project

Capouse Avenue & Marion Street –DOCED
Scranton, PA

Reilly Associates assisted the City in converting a vacant, City owned property into a neighborhood park as part of a City Greening Project.

Reilly Associates prepared a landscape plan that included new sidewalks, plantings, lawn installation, and site furnishings. The plantings provide an evergreen screening for the adjacent residential property, a feature evergreen specimen tree, flowering trees and shrubs.

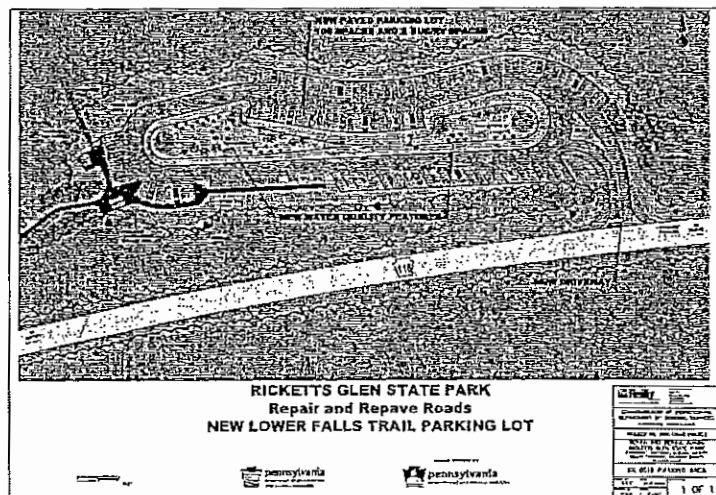




Rickett's Glen State Park, Department of General Services Roadway and Parking Renovation

- Access Road Design - Parking Areas - Traffic Studies - Pavement Design - NPDES Permitting

Reilly Associates provided engineering services to the Department of General Services for a project to improve and maintain roadway and parking lot infrastructure within Ricketts Glen State Park. Reilly Associates completed design and survey of extensive project areas. Reilly Associates also secured all necessary permits including a PADEP Individual NPDES and PennDOT Highway Occupancy Permit for the SR 0118 parking lot. Project Cost: 2,800,000.00 (estimate).



PennDOT Permit Projects

Reilly Associates has had a number of major projects that have required PennDOT Highway Occupancy Permits. The work on the Shickshinny projects that are on state highways will require PennDOT Highway Occupancy Permits. Mr. Musso, Mr. Menichello and Mr. Totino secured and designed improvements that were approved by PennDOT for Occupancy Permits. Those projects include:

- Pittston Enhancement Project Phases I and II
- Pittston Stormwater and Sanitary Sewer separation projects
- West Pittston Stormwater and Sanitary Sewer separation projects
- Penn Security Bank at Davis Street and Birney Avenue in Scranton
- Turkey Hill Convenience Stores in Plains, PA, Pittston City and Hazle Township
- Oak Street at Route 315 in Pittston Township
- Centerpoint West High Volume Driveway on Oak Street In Pittston Township
- Dorchester Drive at Route 309 for Geisinger Medical Center

On these projects, our staff worked closely with the PennDOT and the clients involved. At PennDOT, we worked with Mr. Robert Krestchmer, the District Permit Manager, and his assistants, Mr. Kevin Miluszusky and Ms. Sarah Fenton.

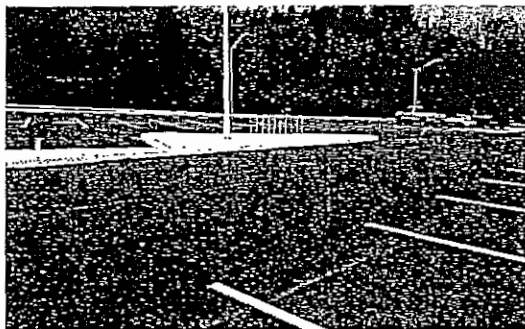


Additional Relevant Projects

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PROJECTS

Three PennDOT Park and Rides PennDOT District 4, Dunmore, PA

Park and Rides in PennDOT District 4-0, located near the Dorrance/Nuangola Interchanges along I-81 in Rice and Dorrance Township; near the interchange of I-80 with SR 309 in Butler Township, and at the interchange of I-80 with SR 940 in White Haven Borough:



Park and Rides in PennDOT District 4-0 in Luzerne County, PA

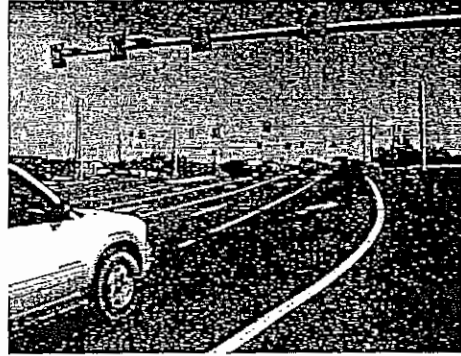
Reilly Associates is the principal engineer for the preliminary design, final design and construction services during construction for three Park and Ride facilities. After the preparation of an extensive alternative analysis, each site was surveyed and had complete environmental studies performed. Each lot provided a 200 space parking facility at each location, with a public transportation component and ADA accessibility. The sites were designed and graded to achieve earthwork balance, compliant stormwater management design, safe and efficient parking lot circulation and access, utility availability and avoidance of environmentally sensitive areas, including wetlands and screening of adjacent residential properties. Tasks included in the design of each lot are layout, grading, public coordination, local ordinance investigation, right-of-way plan development, drainage studies and stormwater management, erosion and sediment pollution control plans and permitting, environmental clearances, pavement design, utility coordination, safety review, lighting and security plans, landscaping plans and other general design activities. Two of the three are constructed while the third is in the design process.



PennDOT SR 924, Hazle Twp., PA Secs. 301 and 305, PennDOT District 4

Reilly Associates was the prime professional consultant for preliminary and final design for this comprehensive PennDOT District 4 project. The project featured the following:

- State Highway Roadway Design
- Additional New 3 Lanes added to State Highway
- Interstate Ramps redesign
- Design of 4 Intersections
- Traffic Study
- Signalization
- New Drainage
- NPDES
- Permitting
- Post Construction Stormwater BMP's
- Right of Way Mapping
- Construction Services



The project consisted of the design of 4.5 miles of state highway. On S.R. 924, three new lanes were designed to increase the state highway from two lanes to five lanes from I-81 west to the Schuylkill County line. The project was designed to accommodate growth in this industrial area. Design Field View was approved for all both sections. Section 301 was bid in 2006 at a cost of \$5,493,700. Section 301 involved the widening of two Interstate 81 off-ramps and design of four intersections with signalization. Design of a new drainage system along the project length was performed. Work also included erosion and sedimentation control, NPDES permitting, post-construction storm water management BMP's, right-of-way mapping for acquisition, coordination with adjacent pending projects and construction services. Section 305 PS&E was delivered in early 2008. This section was bid in Feb., 2009 at a cost of \$7,124,000. This section involved widening, drainage, E&S, right-of-way, signalization and construction services.

Reilly Associates provided all of the surveying for this extensive project. Reilly Associates surveyed roadway cross-sections and developed highway topographic mapping. Reilly Associates researched deeds, prepared deed plotting, performed boundary investigations and prepared right-of-way plans and property plats for this 4.5 mile project. Reilly Associates investigated utilities, coordinated with utility companies and the railroad and prepared utility mapping along the project corridor.



Additional Municipal Engineering Project Experience

City of Pittston – Municipal Engineer

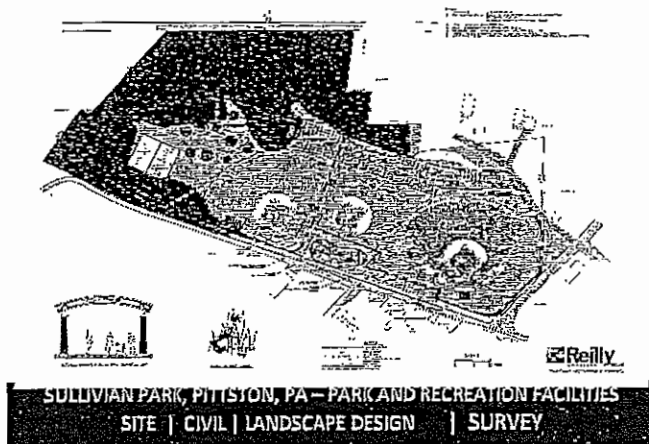
Description of Duties:

Reilly Associates has been providing engineering services to the City of Pittston and Redevelopment Authority for over 50 years. In this capacity, Reilly Associates has been instrumental in multiple rolls including zoning and subdivision ordinance compliance reviews, storm water management facility review and evaluation of flood plain impacts for projects submitted to the City. Traffic and structural reviews are performed on an as-needed basis. Reilly Associates also routinely performs site inspections and prepares progress documentation during the construction process on behalf of the City to ensure that projects are built according to the approved plans.



Reilly Associates has been involved in performing design engineering services for City of Pittston. Multiple projects have been successfully completed, ranging from parking lot and drainage plans, recreation projects to the large scale downtown revitalization and streetscape projects where the work consisted of design of enhancements to Main, William and Broad Streets. Additional phases under construction and in design include South Main

Street rehabilitation from Frothingham to Swallow, Frothingham to Winter and Frothingham to Columbus Avenue. Work was/is part of a PennDOT enhancement program. Enhancements included sidewalks, pedestrian crosswalks; ADA compliant curb cut ramps, street lighting, landscaping, vault removal and building demolition.



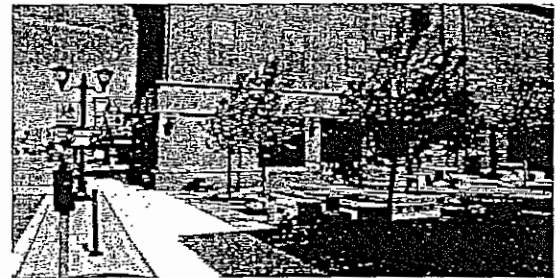
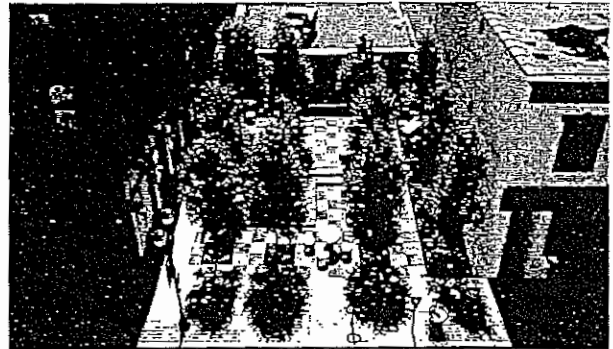
Construction phase services are also performed for projects designed for the City, including the preparation of design and construction documents, assistance with bidding, contract administration and construction observation.



Downtown Pocket Park Pittston, PA

Description of Duties:

This Main St. Pocket park represents a significant milestone in the progression of community revitalization and downtown improvement projects. Design features included landscape design, seating area, stamped concrete, water feature, lighting and façade improvements. The Community Gathering Space is a venue for entertainment, activities and creates a downtown oasis for people on their lunch break. Reilly's significant experience includes major improvements such as the four streetscape projects as well as façade and signage improvements, Tomato Festival Site Projects and building demolition projects. These projects have been designed in many cases on very short notice to meet funding or scheduling needs of the client. A series of downtown projects have included infrastructure improvements, streetscape enhancements, directional signage, municipality/PennDOT inter-cooperation, commercial development and historical elements.



West Pittston Borough – Municipal Engineer

Description of Duties:

Reilly Associates has been providing municipal engineering services to the West Pittston Borough for over 40 years. In this capacity, Reilly Associates has been instrumental in providing planning and grant writing assistance for multiple municipal projects. Tasks include scoping potential projects, preparing grant applications, and preparing cost estimates.





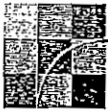
As Borough Engineer, multiple construction projects have been successfully completed, ranging from street paving, municipal building rehabilitation, park improvements and drainage plans, streetscape enhancements and large scale combined sewer separation projects. Currently, phase 1 of the streetscape disaster recovery project is under construction and phase 2 is in design. Both projects are part of a PennDOT enhancement program. Enhancements included sidewalks, pedestrian crosswalks; ADA compliant curb cut ramps, street lighting, landscaping, vault removal and building demolition. Construction phase services are also performed for projects designed for the Borough, including the preparation of design and construction documents, assistance with bidding, contract administration and construction observation.

Reilly Associates designed culvert and storm sewer system replacement project for the Borough. Work is on-going on the over 100 year old sewer system in West Pittston Borough is a combined sewer system consisting of clay pipes and brick manholes. A 60" inch diameter, storm water conveyance channel, and culvert



approximately 3,000 feet long was designed. Approximately 6,700 feet of collection storm sewers ranging in size from 12 inch to 36 inch diameter have been constructed throughout the drainage basin to collect and convey storm water into the main culvert. Approximately 16,000 lineal feet of sanitary sewage mains were constructed. New sanitary sewer laterals were installed in the streets and new manholes were constructed. The project was bid in 2009 and completed in 2012.

Reilly Associates also provided construction inspection and contract administration for this project.



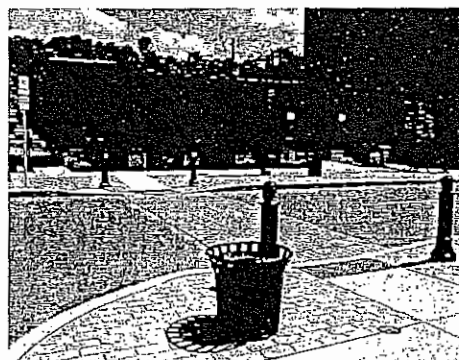
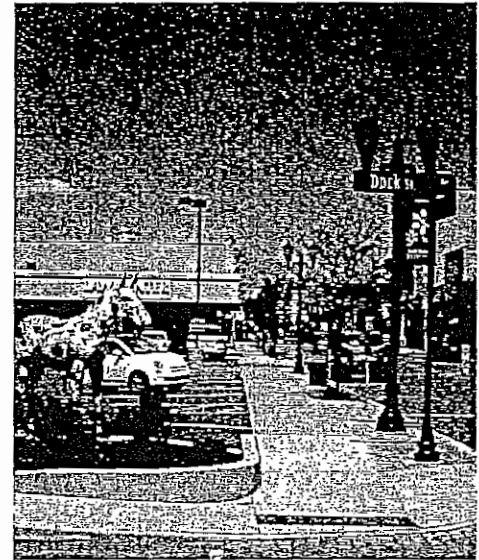
Pittston Redevelopment Authority Pittston Streetscape Phases I and II

Description of Duties:

Reilly Associates provided engineering and surveying services for the planning, design, construction management and inspection of these PennDOT funded streetscape projects which involved over \$2,000,000 of improvements to Main Street in the City of Pittston. Improvements included form-lined concrete tree lawns and crosswalks, sidewalks, curbing, sidewalk vault reconstruction and removal, building demolition, street lighting, signage and ADA compliant curb ramps. Over the project length, 66 curb cuts were designed to the current ADA and PennDOT standards.

The project included the following items:

- Replacement of existing street lighting with vintage lamps accommodating banners and street signage.
- Placement of wiring underground.
- Construction of new concrete sidewalks with stamped concrete and tree lawns and crosswalks.
- Placement of new landscaping, including street trees, planters and benches.
- Improvement of pedestrian connections from Main Street to the Riverfront Park, constructing improved concrete sidewalks and using stamped concrete to define crosswalks at Kennedy Boulevard.





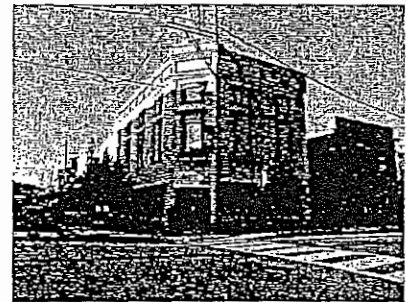
White Haven Borough Street Improvements CDBG Project

Description of Duties:

Reilly Associates provided engineering and surveying services for design and construction administration for multiple mill and overlay project for various roads in the Borough. Reilly Associates designed and prepared contracts for this major resurfacing and curb cut project. Project includes field viewing project streets, estimating quantities and costs and developing a bidders list of the streets to be overlayed. Line striping sketches were also provided along with curb ramp sketches at the intersections identified with the Borough and Reilly Associates during field views. Project also includes assistance with reviewing bids and providing recommendations, attendance at preconstruction meetings, and providing construction administration and inspection services. Project includes 16 curb ramps and approximately 22,723 square yards of paving. Design to construction (4 months) work was completed in 2012. Project Bid Amount \$387,512. Project was completed in 2012.

Hawley ADA Access - Hanson Aggregates 4-12-ST3 & 4-12-ST5 MPMS 91223

Reilly Associates provided engineering and surveying services as a subcontractor to Hanson Aggregates for the design of sidewalk, roadway and curb cuts in the Borough of Hawley in Wayne County. This was a PennDOT funded project. Project Manager: Paul Menichello, P.E., P.T.O.E. Construction Schedule: 2010 and 2011.



Hanson Aggregates Pennsylvania, LLC Surface Treatment in Wayne and Pike Group 4-09-ST-5, MPMS 84373

Reilly Associates provided engineering and surveying services as a design-build subcontractor to Hanson Aggregates Pennsylvania, LLC. Reilly Associates' provided design and survey for sidewalk, roadway and curb cut ramps in Wayne County portion of project in Newfoundland at intersection of SR 191 and SR 447 and at the intersection of SR 247 and a local street in town of Browndale. Project involved design of curb cut ramps, public coordination of getting property releases and working with both the Department of Transportation and contractor. Also coordinated work with township officials in both Dreher and Clinton Townships. Construction Schedule: Project was completed late in 2009.



Hanson Aggregates Pennsylvania, LLC
SR 209 Sec. 09M/ERP, MPMS 85999, Carbon County, Betterment Project

Worked as a design-build subcontractor to Hanson Aggregates Pennsylvania, LLC. Scope of services included pavement design for overlay of 3.94 miles of SR 209 in Carbon County. Also included was a bridge overlay of a bridge structure of approximately 93 square yards, drainage improvements, including replacement of existing inlets and design of 530 lineal feet of parallel pipe and associated inlet structures, and design of over 20 curb cut ramps meeting latest PennDOT ADA criteria. Other services included survey and scheduling. Design services completed in July 2009. Construction Schedule: Project was completed in early 2010.

Hanson Aggregates Pennsylvania, LLC
SR 191 Sec. POC, MPMS 85249, Resurfacing Project

Reilly Associates provided engineering and surveying services as a design-build subcontractor to Hanson Aggregates for design of curb cut ramps for this project on SR 191 in Stroudsburg, Monroe County. Scope of work included curb cut design and right-of-way research for 10 ADA compliant corners on the project. Design services completed in 8/2011. Construction Schedule: Project completed in early 2012.

Pennsy Supply, Inc.
SR 632 Sec. 60M MPMS 93457

Reilly Associates provided engineering and surveying services as a subcontractor for the design-build curb cut item for Pennsy Supply, Inc. Work included the design of sidewalk, pavement repair and curb cuts for this PennDOT funded Lackawanna County resurfacing project.



Resident Project Representatives (Construction Inspection)

Reilly Associates provides inspection services to many clients in the area. Our team includes an experienced Inspection Manager **Mr. Dave Makala**. Dave has over 25 years of experience. Dave supervises a group of 11 inspectors. Some of our major inspection projects include:

PennDOT, District 4-0, Dunmore, PA

Provided inspection for the Pittston Streetscape Phases I and II projects. These projects were under construction for three years and have featured new lighting, sidewalks, ADA compliant curb cuts, form liner tree lawns and crosswalks, building demolition, sidewalk vault reconstruction, paving and other items of work.

West Pittston Borough, PA

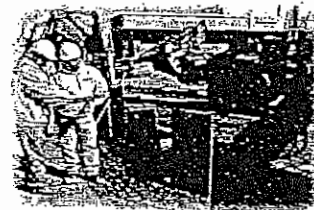
Sanitary and Stormwater Separation Project

Provided Resident Project Representatives for sewer and stormwater separation and improvement project. Features included large diameter storm sewer, sanitary lines, manholes, extrusive paving, base repair, backfill, inlets and service connections.

City of Pittston, PA

Sanitary and Stormwater Separation Project

Provided Resident Project Representatives for sewer and stormwater separation/improvement project. Features included large diameter storm sewer box culvert, sanitary lines, manholes, extensive paving, base repair, backfill, inlets and service connections.



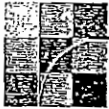
Sterling Township, Wayne County

Provided Resident Project Representatives for construction of site improvements, including grading, water system service lines and water pump station, paving and road work associated with connection to SR 191.

Centerpoint Commercial Industrial Park

Pittston Township, PA

Provided Resident Project Representatives and Construction Management services for construction of site improvements, including water line construction, water tower construction, site grading and embankment construction, utility placement of water and sewer lines, paving and concrete curbing.



References

Municipal References:

CITY OF SCRANTON, OECD

Tom Preambo, Deputy Director, 570.348.4216

WEST PITTSTON BOROUGH

Savino Bonito, Borough Manager, 570.655.7782

STROUD TOWNSHIP

Edward C. Cramer, Supervisor, 570.421.3362

Thomas J. Reilly, Jr., P.E.
Principal Engineer

Qualifications

Mr. Reilly has thirty-two years of experience in the management and design of a broad range of CDBG, roadway, park, site design, building, structural, and transportation projects, including extensive experience on a variety of CDBG projects. His recent experience includes management of several complex multi-million dollar projects with coordination with government agencies, utilities and technical specialists. Mr. Reilly has extensive experience utilizing Department of Transportation procedures and design standards.

Experience: 32 years

Education: B.S. Civil Engineering,
Cornell University; M.B.S.
Columbia University

Registrations: Professional
Engineer, Pennsylvania,
PE038652; New York, NY084263

Recent Project Experience

Principal in charge of Pittston Streetscape Phases I, II, III, IIIA, IVA and IVB - Work consisted of design of enhancements to Main, William and Broad Streets in the City of Pittston. Work was part of PennDOT enhancement program. Enhancements included sidewalks, concrete form liner pedestrian crosswalks; ADA compliant curb cut ramps, street lighting, vault removal and building demolition. The construction cost of the projects was approximately \$4,500,000.

Project Manager for Shickshinny CDBG Projects on West Union Street, West Butler St., Church Street, South Main Street, Furnace Street. Responsibilities included survey, design, construction engineering and inspection for curbs, sidewalks, paving and storm water.

West Pittston Borough, Streetscape Improvements, Contract 2 of the Community Development Block Grant Disaster Recovery (CDBG-DR) and Local Share Account (LSA) Project. Principal engineer for Streetscape Improvements including project management and design of sidewalks, curbs, driveway aprons, stamped concrete crosswalks, handicap accessible ramps, stamped concrete tree lawns, trees, period lighting, major storm and sanitary sewer separation improvements and roadway reconstruction.

Principal in Charge of Park and Rides in Luzerne County for the preliminary design, final design and construction consultation for three Park and Ride facilities. Project involves site investigation, development and weighing of alternates, environmental studies, property surveys, public coordination, local ordinance investigation, right of way plan development, drainage studies, E&S plans, permitting, pavement design, utility, and general design activities. Driveway access for the lots designed to comply with latest PennDOT standards.

Grant Writing and Management: Principal grant writer for over \$ 50,000,000 of grants and low interest loans that were approved by various Pennsylvania Authorities. The list includes Commonwealth Finance Authority, LSA, Greenways, Acid Mine Drainage, PennDOT Multimodal,

DCNR, H2O PA and PennVEST categories. Mr. Reilly also managed the compliance issues with the various funding sources.

Principal Engineer for the design of a comprehensive stormwater management project to protect approximately one-third of **West Pittston Borough** from localized flooding. A 60" inch diameter stormwater culvert up to thirty feet deep was designed to convey stormwater from the center of the Borough's 3,000 feet to the Susquehanna River, providing relief from flooding problems which damaged residential properties for decades. The project also included boring of the 60 inch culvert under US Route 11, as well as other storm and utility borings beneath railroads and highways.

Main St. Pocket Park. Mr. Reilly was Principal in Charge for the design of this Main St. Park and Community Gathering space. This park was designed as part of a series of extensive downtown revitalization projects. Park features included, stamped concrete, plantings, seating area, wall, water feature and lighting.

PennDOT District 4.0, S.R. 0924 Sec. 301 and 305. Principal Engineer for the studies, preliminary and final design of 4.5 miles of roadway widening at a very busy industrial development area. Work included an advanced final right-of-way plan with extensive property involvement, revision of plans to accommodate new NPDES stormwater requirements without increases in right-of-way involvement, coordination of traffic studies, driveway issues and utility relocations. Section 301 was bid for \$5,493,000 and Section 305 was bid for \$7,124,000.

Principal Engineer for the City of Pittston Flood Control and Sewer Separation Project – Project included master planning and design for the construction of a new 6 foot by 7 foot reinforced concrete box culvert to convey the Broad Street Creek approximately 2,500 feet through Pittston City's main business district to the Susquehanna River. The project extended Reilly Associates' successful repair and replacement work on the same creek culvert under

FEMA PW's for emergency repairs and replacement of the city's aged stormwater culvert. This project evaluated the existing combined sewer system in the City of Pittston and developed a plan that eliminated the discharge of untreated combined sewage overflows and optimized the use of the existing collection systems in a feasible and environmentally acceptable manner. The project required application for Joint Application for Water Obstruction and Encroachment Permit and US Army Corps of Engineers Section 404 Permit, Categorical Exclusion, PennDOT Highway Occupancy Permits and Railroad License Agreements. In addition to project management and design services, Reilly Associates provided surveying, prepared easements, coordinated with PennDOT and the railroad and provided construction inspection and contract administration.

CenterPoint Commercial/Industrial Development, Pittston Township, PA. Mr. Reilly was Principal Engineer for design services for this 790+ acre commercial/industrial park. Mr. Reilly was responsible for master planning for site layout, utilities and transportation systems, environmental studies, traffic studies, preparation of feasibility studies and cost estimating. His responsibilities also included planning and design for roadways, utilities and storm water management, lot design and parking lot design. (Est. Construction Cost: \$25,000,000.00)

Paul Menichello, PE, PTOE *Senior Project Manager/QAQC*

Qualifications

Mr. Menichello is responsible for the preparation, oversight, and completion of a diverse array of transportation planning and traffic engineering projects. Mr. Menichello has extensive experience managing municipal projects including sidewalk, ADA and paving projects. Mr. Menichello's extensive experience in traffic engineering, transportation planning, and traffic design includes: feasibility studies, transportation planning studies, corridor improvement studies, safety studies, traffic signal design, PennDOT HOP access permit applications, parking studies, traffic impact studies, maintenance and protection of traffic plans, detour plans, signing and pavement marking plans, highway sign design, street lighting plans, construction traffic management planning, traffic operations, pedestrian access and traffic circulation studies.

Experience: 24 years, 10 years with Reilly Associates

Education: B.S., Civil Engineering, Pennsylvania State University

Registrations: Professional Engineer, Pennsylvania, PE054693-E; PTOE #2286

Recent Project Experience

Mr. Menichello has worked closely with clients and the Department of Transportation to secure HOP permits. Some of those approved in the last several years include; Cleveland Brothers, Pittston Township Site at SR 315; Casey Dental on Oak St. in Pittston Township, CenterPoint West on Oak St. in Pittston Township, Keystone College entrance in Factoryville Borough and LaPlume Township at SR 6 and 11, Pittston Sewer Improvement Project (Phases I and II); West Pittston Sewer Improvement Project; Turkey Hill on Main St. in Pittston; Turkey Hill on Main St. in Plains Township; Turkey Hill on SR 309 in Hazle Township; Dorchester Drive on SR 309 in Dallas Borough; Pittston Chamber of Commerce, Boylan Drive at Mc Alpine St in Duryea Borough. Also approved was the Athens Hotel on SR 1069 in Bradford County (District 3-0) and Arcadia project on SR 0115 in Monroe County (District 5-0).

City of Scranton, Office of Economic and Community Development (OECD) – Reconstruction of City Streets including Handicapped Curb Cuts – Project Manager for design and construction administration for multiple mill and overlay projects for various roads in the city. Project includes field viewing project streets, estimating quantities and developing a bidders list of the streets to be overlaid. Line striping sketches were also provided along with curb ramp sketches at the intersections identified by the OECD. Project also includes assistance with reviewing bids and providing recommendations, attendance at preconstruction meetings, and providing construction administration and inspection services. Project includes up to 100 ADA compliant curb ramps and approximately 126,000 square yards of paving.

Project Manager and lead roadway design services for a traffic signal project at the intersection of State Route 0011 and State Route 2065 for PennDOT District 4-0, Borough of Avoca.

Responsible for overall project management as well as roadway plans, traffic signal analysis and design, traffic control, erosion and sediment control plans, signing and pavement marking plans, and utility coordination for this intersection improvement and traffic signal installation project.

Rickets Glen State Park - Mr. Menichello served as Project Manager for the preliminary design, final design and construction consultation for roadway resurfacing and parking lot design in

Project Manager for the engineering design for S.R. 0081 Section 370 Exit 175 Ramp Improvement Project, Jenkins and Pittston Townships, Luzerne County. This project involved close coordination with PennDOT, FHWA and local municipal representatives. The project involves widening of the I-81 NB exit to 3 lanes to serve Traffic Route 315 and access to Center Point Industrial Park. Signal upgrades at the exit ramp at SR 315 and Oak St. are a part of the project. It was bid early in 2016 at a cost of \$1,784,000.

Assistant project manager and lead roadway design services for **State Route 3026, Section 301, Airport Beltway Widening for PennDOT District 4-0, Hazle Township, Luzerne County, PA** – Responsible for project coordination, scheduling, and budget, as well as roadway plans, traffic signal plans, signing and pavement marking, traffic control during construction, erosion and sediment control plans and utility coordination for the widening of State Route 3026 from two lanes to five lanes, including specific signalized intersection improvements, access management, wetland mitigation and replacement of a structurally failing culvert.

Park and Rides in Luzerne County District 4-0: Park and Rides in Luzerne County District 4-0 – Project Manager for the preliminary design, final design and construction consultation for three (3) Park and Ride facilities. Project involves: site investigation, development and weighing of alternates, environmental studies, property surveys, public coordination, local ordinance investigation, right-of-way plan development, drainage studies, erosion and sediment plans, permitting, pavement design, utility and general design activities. Driveway access for the lots was designed to comply with the latest PennDOT criteria to include traffic studies and analysis.

S.R. 115 and New Ventures Park – Mr. Menichello served as Project Manager for **S.R. 115 and New Ventures Park intersection improvements** just north of the I-80 Interchange in Monroe County. The project includes traffic studies, signalization, ramp improvements and turning lanes. The project also included traffic studies and design of signalization and widening of SR 115 for turning lanes. The design required extensive coordination with District 5-0 personnel to have the I-80 westbound on-ramp relocated as part of a PENNDOT design-build project. This was part of the required mitigation identified in the traffic study. The project was bid on June 30, 2016 at a cost of \$ 1,677, 337.26

Monroe County, District 5-0 - Mr. Menichello served as design project manager for **S.R. 33, Sec 03M, (MPMS 88351)**, design build project in Monroe County, District 5-0. S.R. 33 in this area is a 4 lane divided highway. The project features milling and overlay of concrete pavement, drainage improvements, guiderail, E&S plan, ramp reconstruction and full depth approach transitions. Project bid in January, 2010 at a cost of \$5,834,038. Construction was completed 11/2011. The project is 1.8 miles long.

I-81 NB Exit 175 – Mr. Berhang served as Project Engineer for the design for traffic study/alternatives analysis, roadway and drainage design. This is for a proposed NB dual lane exit ramp from Interstate 81 to SR 315. Project is located in PennDOT District 4-0 and is currently under construction. (1/2017)

Penn Security Bank & Trust – Mr. Berhang was the HOP for PennDOT located off Davis St. (SR 3016) and Birney Ave. (SR 11) in Scranton, Lackawanna County. PennDOT District 4-0.

WEDCO - Mr. Berhang served as the HOP for a commercial development property located on SR 191/SR 196/SR 3004 in Sterling Township, Wayne County, PennDOT District 4-0.

Turkey Hill, Plains - Mr. Berhang was the PennDOT HOP on Main St.(SR 2024) and Carey St. (SR 2011) in Plains Township, Luzerne County. PennDOT District 4-0

Fairfield Crossings and Oakwoods - Mr. Berhang performed a Traffic Impact Study for Welteroth Property Group, LLC, located in Fairfield Township, Lycoming County, PennDOT District 3-0.

Casey Dental – Mr. Berhang performed a Traffic Impact Assessment and highway occupancy, drainage design. Permit for proposed dental office located in Pittston Township, Luzerne County, PennDOT District 4-0.

UFCW Federal Credit Union – Mr. Berhang performed a Traffic Impact Assessment and HOP located in Pittston City, Luzerne County, PennDOT District 4-0.

Riverfront Development – Mr. Berhang was the PennDOT HOP on Kennedy Boulevard, Pittston City.

Jaison Fierro *Designer*

Qualifications

Mr. Fierro has extensive experience in all facets of project design. His primary responsibilities include the generation of bridge, culvert, retaining wall, general structure plans (new design, repair / rehabilitation, demolition), quantities, cost estimates, specifications, and electronic CADD file management. His responsibilities include construction plan generation and presentation including bridge, roadway, Civil/Site, Right-of-Way, Survey, Traffic Signals, Traffic Control, Signing & Pavement Markings, Erosion & Sedimentation Pollution Control Plans, various Municipal work and Retaining Wall plans. For document preparation, Mr. Fierro utilizes Acad Civil 3D, Bentley Microstation V8i and PADOT AutoTab and has prepared documents for PennDot, Pennsylvania Turnpike Commission.

Experience: 14.5 years; 1.5 with
Reilly Associates

Education: A.S. Architectural
Engineering Technology, Penn
State University

Registrations: NBIS Bridge
Inspector

Recent Project Experience

West Pittston Borough, Streetscape Improvements, Contract 3 of the Community Development Block Grant Disaster Recovery (CDBG-DR) and Local Share Account (LSA) Project. Mr. Fierro's responsibilities included design of sidewalks, curbs, driveway aprons, stamped concrete crosswalks, handicap accessible ramps, stamped concrete tree lawns, trees, period lighting, stormwater improvements and roadway reconstruction. He is responsible for the preparation of the Highway Occupancy Permit application to PennDOT District 4-0. His services will be extended to the construction phase when he is expected to assist with bidding, preparation and coordination of contract documents, contract administration and construction observation.

Cabot Oil and Gas - SR 2011, SR 2024 and SR 3023 Full Depth Pavement Reclamation – Roadway Restoration and Cross Pipe Replacement Projects. Mr. Fierro as the lead designer on these PennDOT District 4 projects. He as responsible to performed initial site reconnaissance and related project field work (i.e., photos, roadway and cross pipe stake-out). He prepared construction plans, and calculated all roadway related project quantities.

PennDOT – SR 3034 Culvert Replacement Project, PennDOT District 4-0.

Lead designer responsible to generate culvert/structure plans and the utility relocation plans, developed structure related quantities, performed site reconnaissance, sized crane (for installation), and assisted with roadway plan revisions.

Martin A. Musso, PE, CBI
Engineering Manager

Qualifications

Mr. Musso has extensive experience in all facets of project management and compliance for CDBG projects, recreation, demolition, civil, transportation and drainage design. Mr. Musso is a Professional Engineer and Certified Bridge Inspector with over 25 years' experience. He has performed designs for Luzerne County, Pennsylvania Department of Transportation, Department of General Services, Pennsylvania Turnpike Commission and the Army Corps. His work includes preparation of plans and specifications, cost estimating and construction engineering

Experience: 26 years; 24 with
Reilly Associates

Education: B.S. Civil Engineering,
Pennsylvania State University

Registrations: Professional
Engineer, Pennsylvania,
PE050351E

Recent Project Experience

Mr. Musso has been successfully completing engineering design projects, representing millions of dollars of construction costs, utilizing all applicable county and municipal land development, storm water and flood plain ordinances for over two decades. Mr. Musso has extensive experience in all facets of project management and design. His experience includes many bridge, roadway, site, drainage, parks/playing fields and erosion/sediment pollution control design projects. He was the project manager for multiple county bridge projects, as well as PennDOT bridge projects. Mr. Musso was also project manager for SR 924 in Hazle Township. He has provided emergency and routine structural inspections, evaluations and reports.

City of Scranton, Office of Economic & Community Development (OECD): Reconstruction of City Streets including Handicapped Curb Cut – Reconstruction of City Streets including Handicapped Curb Cuts – Senior Project Engineer for three large multiyear roadway rehabilitation projects of various streets in the City of Scranton. Project tasks included field viewing project streets, coordinating utilities, estimating quantities and developing a bidders list and individual quantity breakdowns of each street to be paved. Line striping sketches were also provided along with curb ramp sketches at all required intersections identified by the Reilly Associates and OECD. Projects also included construction engineering/management including reviewing bids and providing recommendations, attendance at preconstruction meetings, and providing construction administration and part time inspection services. Eight projects have been bid on the three groups with three remaining for the Fall of 2018 and Spring and Fall of 2019. Project constructed value will approach \$ 6,500,000. The three projects include 45 curb ramps and approximately 350,000 square yards of paving. Managed the design and construction budgets to fit within available resources available to the Scranton OECD.

West Pittston Borough, Streetscape Improvements, Contract 2 of the Community Development Block Grant Disaster Recovery (CDBG-DR) and Local Share Account (LSA) Project. Mr. Musso's responsibilities included project management and design of sidewalks, curbs, driveway aprons, stamped concrete crosswalks, handicap accessible ramps, stamped concrete tree lawns, trees, period lighting, major storm and sanitary sewer separation improvements and roadway reconstruction. The project limits extended along Luzerne Avenue from the intersection of Spring Street to the intersection of Susquehanna Avenue. A Highway Occupancy Permit was obtained from PennDOT District 4-0 for the portion of the project that crossed the State Route 11. Construction phase services were also performed for the project; including assistance with bidding, preparation and coordination of contract documents, contract administration and construction observation. Total Project cost 2.3 million.

Downtown Streetscape Enhancement Projects, Phases I, II, III, IIIA, IVA and IVB for the Redevelopment Authority of the City of Pittston – Construction of Phases I to IIIA has been completed. Phases IVA and IVB are currently under construction. Mr. Musso's responsibilities included project management and design of sidewalks, curbs, driveway aprons, stamped concrete crosswalks, handicap accessible ramps, stamped concrete tree lawns, ornamental landscape walls and planting areas, trees, benches, period lighting, and drainage improvements. All phases of the project included obtaining Highway Occupancy Permits from PennDOT District 4-0. Close coordination with PennDOT, District 4-0 was maintained during the design and construction phases of the project. The project improvements encompass approximately one linear mile along Main Street in the City of Pittston from the intersection of Winter Street to the Fort Jenkins Bridge. A majority of the improvements are located within the Central Business District of the City. Construction phase services were also performed for the projects, including assistance with bidding, preparation and coordination of contract documents, contract administration and construction observation. Total Project cost 5.3 million.

Project Engineer for preliminary design of roadway improvements for widening of 4.5 miles of S.R. 924 in Hazle Township from two to five lanes. Mr. Musso was also responsible for the final design of section 301, (.65 miles) and the final design of section 305, (1.7 miles). Construction Cost Section 301 \$5,493,000. Section 305 was bid at a cost of \$7,124,000.

Project Manager for Pittston Street Improvements at Swallow Street: Improvements here included pavement overlay, line striping and ADA ramps at this busy intersection. This work was completed in 2010.

PennDOT, District 4.0. S.R. 309, Hazle Township, PA – Project Engineer for preliminary and final design to roadway improvements to intersection of S.R. 309 and Airport Beltway in Hazle Township, Luzerne County. This project included widening 3,000 feet of S.R. 309 to add an additional southbound through lane in a congested area.



DEPARTMENT OF LAW

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

RECEIVED

MAY 29 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

May 29, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH REILLY ASSOCIATES CONSULTING ENGINEERS TO
PROVIDE ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2018
ROADWAY IMPROVEMENT PROJECT.

Respectfully,

Jessica L. Eskra

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED

MAY 29 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

50

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229629 ENTITLED "NCS-X" FOR THE RECEIPT OF GRANT FUNDS FROM THE PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY NATIONAL CRIME STATISTICS EXCHANGE (NCS-X) PROGRAM.

WHEREAS, this Special City Account is being established for the receipt of Grant funds from the Pennsylvania Commission on Crime and Delinquency National Crime Statistics Exchange (NCS-X) Program. 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 ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229629 is hereby established and that any and all appropriate City officials are authorized to execute any and all documents necessary to set up said account.

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

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

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



DEPARTMENT OF BUSINESS ADMINISTRATION

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

May 7, 2018

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

Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council creating a new special city account for the purpose of receiving grant funds from the Pennsylvania Commission on Crime and Delinquency National Crime Statistics Exchange (NCS-X) program. 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.

02.229629
NCS-X

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

Very truly yours,

Dave Bulzoni
Business Administrator

DB:nmk

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

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MAY 11 2018

OFFICE OF CITY
COUNCIL/CITY CLERK



DEPARTMENT OF LAW

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

May 10, 2018

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING
SPECIAL CITY ACCOUNT NO. 02.229629 ENTITLED "NCS-X" FOR THE
RECEIPT OF GRANT FUNDS FROM THE PENNSYLVANIA COMMISSION ON
CRIME AND DELINQUENCY NATIONAL CRIME STATISTICS EXCHANGE
(NCS-X) PROGRAM.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

APPOINTMENT OF DAVID BULZONI, 2187 PORT ROYAL ROAD, CLARKS SUMMIT, PENNSYLVANIA, 18411 TO THE POSITION OF BUSINESS ADMINISTRATOR EFFECTIVE MAY 7, 2018. MR. BULZONI WILL BE REPLACING REBECCA MCMULLEN WHO WAS SERVING AS ACTING BUSINESS ADMINISTRATOR.

WHEREAS, the Mayor has appointed David Bulzoni to the position of Business Administrator effective May 7, 2018, to replace Rebecca McMullen who was serving as Acting Business Administrator; and

WHEREAS, David Bulzoni, has the experience, education and training necessary to act as Business Administrator for the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the appointment of David Bulzoni, 2187 Port Royal Road, Clarks Summit, Pennsylvania as Business Administrator is hereby approved, as is the execution of any and all documents necessary to formalize that appointment.

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

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

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



OFFICE OF THE MAYOR

PENNSYLVANIA

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

May 7, 2018

Danielle Kennedy
Human Resource Director
340 N. Washington Ave.
Scranton, Pa. 18503

Dear Mrs. Kennedy:

Please be advised that I have appointed David Bulzoni, 2187 Port Royal Road, Clarks Summit, Pennsylvania 18411 to the position of Business Administrator for the City of Scranton effective Monday, May 7, 2018.

Pursuant to File of Council No. 17 of 1980, §4, it is in the best interest of the City that a waiver of the residency requirement be extended to Mr. Bulzoni.

Mr. Bulzoni's salary will be \$90,000.00 annually with benefits.

Sincerely,

William L. Courtright
Mayor, City of Scranton

CC Roseann Novembrino, City Controller
Business Administration
Kathy McGinn, Payroll
Debbie Torba, Insurance
Jessica Eskra, City Solicitor
David Bulzoni



DEPARTMENT OF LAW

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

RECEIVED

MAY 11 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

May 10, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPOINTMENT OF DAVID BULZONI, 2187 PORT ROYAL ROAD, CLARKS SUMMIT, PENNSYLVANIA, 18411 TO THE POSITION OF BUSINESS ADMINISTRATOR EFFECTIVE MAY 7, 2018. MR. BULZONI WILL BE REPLACING REBECCA MCMULLEN WHO WAS SERVING AS ACTING BUSINESS ADMINISTRATOR.

Respectfully,

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

JLE/sl

RESOLUTION NO. _____

2018

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO
WAIVE THE RESIDENCY REQUIREMENTS FOR DAVID BULZONI, CITY OF
SCRANTON BUSINESS ADMINISTRATOR.**

WHEREAS, Mayor William L. Courtright appointed David Bulzoni as Business Administrator of the City of Scranton; and

WHEREAS, by Memorandum to Mayor Courtright dated May , 2018, Mr. Bulzoni is requesting a waiver of the residency requirements. A copy of the Memorandum is attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, due to various factors as noted in the Memorandum to Mayor Courtright Mr. Bulzoni is formalizing his request that a waiver under the procedures of Section 6-6 be granted at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the residency requirements for David Bulzoni, City of Scranton Business Administrator are hereby waived.

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.

MEMORANDUM

TO: William Courtright, Mayor
FROM: David Bulzoni, Business Administrator
RE: Residency Status
DATE : May 9, 2018



Please be advised that I hereby formalize my request for a residency waiver under the procedures of Section 6-6 of the general Code of the City of Scranton.

Thank you, again, for your consideration and I look forward to continuing my efforts to assist your administration to the best of my ability for as long as I retain this position.

Dave



DEPARTMENT OF LAW

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

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MAY 11 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

May 10, 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 WAIVE THE RESIDENCY
REQUIREMENTS FOR DAVID BULZONI, CITY OF SCRANTON BUSINESS
ADMINISTRATOR.

Respectfully,

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

JLE/sl