

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**June 11, 2018**  
**6:00 PM**

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
  - 3.A TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD MAY 30, 2018.  
  
[Tax Assessor's Results Reports for 5-30-18.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 - CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229630 ENTITLED "LSA GRANTS" FOR THE RECEIPT OF GRANT FUNDS FROM THE LOCAL SHARE ACCOUNT FUNDS THROUGH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT IN ORDER TO PROVIDE FUNDING FOR VARIOUS PROJECTS AS GRANT FUNDS ARE MADE AVAILABLE.

[Ordinance 2018 Special City Account LSA Grants OECD.pdf](#)

- 5.C FOR INTRODUCTION – AN ORDINANCE – CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229631 ENTITLED “STORM WATER” FOR THE RECEIPT OF FUNDS FROM THE SEWER SYSTEM ESCROWED SALES PROCEEDS SPECIFICALLY ALLOCATED FOR STORM WATER EXPENSES.

[Ordinance 2018 Special City Account Storm Water Escrowed Sales Expenses.pdf](#)

- 5.D FOR INTRODUCTION – AN ORDINANCE – AMENDING FILE OF THE COUNCIL NO. 37 OF 2016, AN ORDINANCE “AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO CONCESSION ARRANGEMENTS WITH COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC. (THE “CONCESSIONAIRE”) WITH RESPECT TO METERED PARKING IN THE CITY OF SCRANTON (THE “CITY”) AND THE GARAGES OWNED BY THE PARKING AUTHORITY OF THE CITY OF SCRANTON, PENNSYLVANIA (THE “AUTHORITY”) PURSUANT TO THE SCRANTON METERED PARKING SYSTEM CONCESSION AGREEMENT (THE “METERED SYSTEM CONCESSION AGREEMENT”) AND SCRANTON PARKING FACILITIES SYSTEM CONCESSION AND LEASE AGREEMENT (THE “FACILITIES CONCESSION AGREEMENT”), AND TO AUTHORIZE CERTAIN ACTIONS AND ANCILLARY AGREEMENTS CONTEMPLATED BY THE METERED SYSTEM CONCESSION AGREEMENT” TO AUTHORIZE THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THE SECOND AMENDMENT TO CONCESSION AND LEASE AGREEMENT.

[Ordinance 2018 Amending FOC 37, 2016 metered parking.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FOR AN ECONOMIC DEVELOPMENT AND COMMUNITY DEVELOPMENT INITIATIVES PROGRAM GRANT IN THE AMOUNT OF \$125,000.00 FOR THE MEADOWBROOK CREEK CULVERT IMPROVEMENT PROJECT.

[Resolution 2018 Grant Application OECD Meadowbrook Creek Culvert Project.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THIS

GENERAL AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON, PENNSYLVANIA THROUGH ITS OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT (THE "CITY") AND THE U.S. DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE, STEAMTOWN NATIONAL HISTORIC SITE (THE "PARK") REGARDING THE MAINTENANCE RESPONSIBILITIES FOR THE IMPROVEMENTS MADE TO RENAISSANCE PARK, AND THE RESPONSIBILITIES OF NPS TO OPERATE AND MAINTAIN RENAISSANCE PARK FOR PUBLIC USE AND ENJOYMENT AND FOR THE CITY TO PROVIDE ACCESS TO RENAISSANCE PARK THROUGH THE PLAZA VIA THE STAIRS, BRIDGE AND ELEVATOR.

[Resolution 2018 General Agreement OECD improvment and Maintenance for Renaissance Park.pdf](#)

- 5.G FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THIS GENERAL MAINTENANCE AGREEMENT BY AND BETWEEN RENAISSANCE AT 500 CONDOMINIUM ASSOCIATION (THE "ASSOCIATION") AND THE CITY OF SCRANTON, PENNSYLVANIA THROUGH ITS OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT (THE "CITY") REGARDING THE MAINTENANCE RESPONSIBILITIES FOR THE IMPROVEMENTS PROPOSED TO THE PLAZA AS WELL AS TO AUTHORIZE THE CITY AND ASSOCIATION TO OPERATE AND MAINTAIN THE PLAZA FOR PUBLIC USE AND ENJOYMENT IN COOPERATION WITH EACH OTHER.

[Resolution 2018 General Maintenance Renaissance 500 Condominium Plaza OECD.pdf](#)

- 5.H FOR INTRODUCTION - A RESOLUTION - RE-APPOINTMENT OF PAUL DEANTONA, 333 NORTH SUMNER AVENUE, SCRANTON, PENNSYLVANIA 18504, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE MAY 17, 2018. MR. DEANTONA'S PRIOR TERM EXPIRED ON JUNE 17, 2016, AND WAS HELD OVER TO MAY 17, 2018, AND HIS NEW TERM WILL EXPIRE JUNE 17, 2019.

[Resolution 2018 Re-Appointment of Paul Deantona Rec. Authority.pdf](#)

- 5.I FOR INTRODUCTION - A RESOLUTION - RE-APPOINTMENT OF EMANUEL JOHNSON, 1007 SCRANTON STREET, SCRANTON, PENNSYLVANIA 18504, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE MAY 17, 2018. MR. JOHNSON'S PRIOR TERM EXPIRED ON

DECEMBER 31, 2017, AND WAS HELD OVER TO MAY 17, 2018, AND HIS NEW TERM WILL EXPIRE DECEMBER 31, 2022.

[Resolution 2018 Re-Appointment of Emanuel Johnson Rec. Authority.pdf](#)

- 5.J FOR INTRODUCTION - A RESOLUTION - RE-APPOINTMENT OF MICHAEL WILLIAMS, 1505 COURT STREET, SCRANTON, PENNSYLVANIA 18508, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE MAY 17, 2018. MR. WILLIAMS PRIOR TERM EXPIRED ON DECEMBER 31, 2017, AND WAS HELD OVER TO MAY 17, 2018, AND HIS NEW TERM WILL EXPIRE DECEMBER 31, 2022.

[Resolution 2018 Re-Appointment of Michael Williams Rec. Authority.pdf](#)

- 5.K FOR INTRODUCTION - A RESOLUTION - ACCEPTING A FIVE HUNDRED (\$500.00) DOLLAR DONATION FROM KANE WAREHOUSING GIVEN TO THE CITY OF SCRANTON POLICE DEPARTMENT SPECIAL OPERATIONS GROUP.

[Resolution 2018 500.00 Dollar Donation from Kane Warehouse to SPD Special Ops..pdf](#)

## **6. CONSIDERATION OF ORDINANCES - READING BY TITLE**

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 19, 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.

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

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 20 , 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 TWENTY THOUSAND NINE HUNDRED SIX DOLLARS (\$220,906.00) UNDER THE EMERGENCY SOLUTIONS GRANT PROGRAM.

[ORDINANCE-2018 AMENDING FOC NO. 118.pdf](#)

## **7. FINAL READING OF RESOLUTIONS AND ORDINANCES**

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - FILE OF THE COUNCIL NO. 18, 2018 - 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.B FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT- FOR ADOPTION - RESOLUTION NO. 41, 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.

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

- 7.C FOR CONSIDERATION ON THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 42, 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.

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

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR  
ADOPTION - RESOLUTION NO. 43, 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., (HEREIN AFTER "RANDMAR") AND THE CITY OF  
SCRANTON (HEREIN AFTER THE "LANDOWNER").

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

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR  
ADOPTION - RESOLUTION NO. 44, 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.

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

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS- FOR  
ADOPTION - RESOLUTION NO. 45, 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.

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

## 8. ADJOURNMENT

**TAX ASSESSOR'S REPORT**

Hearing Date: 05/30/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:00 PM	SCRANTON NEIGHBORHOOD	SCRANTON	14513090014		10000	EXEMPT
12:15 PM	WHITMAN JOSEPH W & TRACY	SCRANTON	12417020051		2100	2100
12:25 PM	JENKINS GEORGE&BAR-ONEIL CAR	SCRANTON	13517060015		1900	1200
12:35 PM	SLOVAK JAMES P	SCRANTON	15719010040	WILLIAM RINALDI	33000	27600
12:45 PM	SAVINO REALTY LLC	SCRANTON	14518060013		12000	5000
12:55 PM	FINKELSTEIN HAROLD J& NAOMI	SCRANTON	15712020011		25000	23000
1:05 PM	DECKER MARK A & JANE	COVINGTON TWP	2120201000501		23000	21000
1:15 PM	IRELAN VICTOR P JR & WESLEY S	COVINGTON TWP	220020900791		5650	5650
1:25 PM	SHVARTSMAN OLEG & NATAL	COVINGTON	22004070076		9650	7650
1:35 PM	ASHMYAN ILYA	COVINGTON	22801020023		6250	4300
1:45 PM	BEAVERS SANDRA	DUNMORE	14606010027		10248	10248
1:55 PM	MILAZZO DIANE	ROARING BROOK	18003030004		27840	27840
2:05 PM	BONOMO GENE MARK & ELAINE	THORNHURST	2410304000101		24000	DEFERRED
2:15 PM	HOBAN JOHN P & MELISSA M	ARCHBALD	09402050005		62000	32000
2:25 PM	GOMBAR CHRISTOPHER J & SARAH	ARCHBALD	09402050011		62700	33000
2:35 PM	ERZEN FAMILY TRUST C/O FARBER	CARBONDALE CITY	04518040024	JOSEPH MCGRAW	2400	2400
2:45 PM	TOLERICO JOHN	FELL TWP	03503010021		19500	16500
2:55 PM	ROSA EDWARD J	JEFFERSON TWP	11801010008		13250	13250
3:05 PM	CHORBA STEPHEN J & KAREN ANN	JEFFERSON	1400101000223		2500	1000
3:15 PM	ROOD GRETCHEN A	JERMYN	0731608001700		14500	14500
3:25 PM	THE DEVEREUX FOUNDATION	DICKSON CITY	11413030008		20000	EXEMPT

TOTAL RECORDS 21



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

2018

AN ORDINANCE

**CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229630 ENTITLED "LSA GRANTS" FOR THE RECEIPT OF GRANT FUNDS FROM THE LOCAL SHARE ACCOUNT FUNDS THROUGH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT IN ORDER TO PROVIDE FUNDING FOR VARIOUS PROJECTS AS GRANT FUNDS ARE MADE AVAILABLE.**

WHEREAS, this Special City Account is being established for the receipt of grant funds from the Local Share Account Funds through the Pennsylvania Department of Community and Economic Development to provide funding for various projects as the grant funds are made available.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229630 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 30, 2018

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

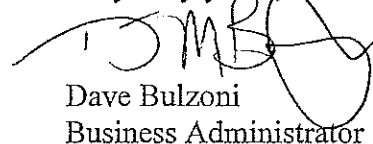
Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council creating a new special city account for the purpose of receiving grant funds from the Local Share Account Funds through the Pennsylvania Department of Community and Economic Development in order to provide funding for various projects as grant funds are made available.

**02.229630**  
**LSA Grants**

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

Very truly yours,



Dave Bulzoni  
Business Administrator

DMB:nmk

Encls.

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



DEPARTMENT OF LAW

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

June 1, 2018

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

RECEIVED

JUN 01 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING  
SPECIAL CITY ACCOUNT NO. 02.229630 ENTITLED "LSA GRANTS" FOR THE  
RECEIPT OF GRANT FUNDS FROM THE LOCAL SHARE ACCOUNT FUNDS  
THROUGH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND  
ECONOMIC DEVELOPMENT IN ORDER TO PROVIDE FUNDING FOR  
VARIOUS PROJECTS AS GRANT FUNDS ARE MADE AVAILABLE.

Respectfully,

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

JLE/sl

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

2018

AN ORDINANCE

**CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229631  
ENTITLED "STORM WATER" FOR THE RECEIPT OF FUNDS FROM THE SEWER  
SYSTEM ESCROWED SALES PROCEEDS SPECIFICALLY ALLOCATED FOR  
STORM WATER EXPENSES.**

WHEREAS, this Special City Account is being established for the receipt of funds from the Sewer System Escrowed Sale Proceeds specifically allocated for storm water expenses.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229631 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.

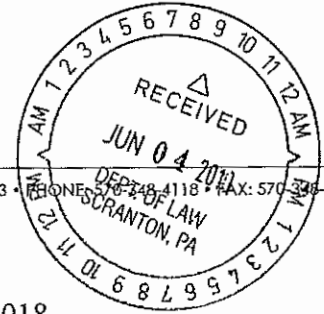
SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.





DEPARTMENT OF BUSINESS ADMINISTRATION

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



June 4, 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 funds from the Sewer System Escrowed Sale Proceeds specifically allocated for storm water expenses.

02.229631  
Storm Water

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

Very truly yours,

Dave Bulzoni  
Business Administrator

DMB:nmk

Encls.

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



DEPARTMENT OF LAW

PENNSYLVANIA

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

RECEIVED

JUN 04 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

June 4, 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. 02.229631 ENTITLED "STORM WATER" FOR THE  
RECEIPT OF FUNDS FROM THE SEWER SYSTEM ESCROWED SALES  
PROCEEDS SPECIFICALLY ALLOCATED FOR STORM WATER EXPENSES.

Respectfully,

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

JLE/sl

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

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 37 OF 2016, AN ORDINANCE "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO CONCESSION ARRANGEMENTS WITH COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC. (THE "CONCESSIONAIRE") WITH RESPECT TO METERED PARKING IN THE CITY OF SCRANTON (THE "CITY") AND THE GARAGES OWNED BY THE PARKING AUTHORITY OF THE CITY OF SCRANTON, PENNSYLVANIA (THE "AUTHORITY") PURSUANT TO THE SCRANTON METERED PARKING SYSTEM CONCESSION AND SERVICES AGREEMENT (THE "METERED SYSTEM CONCESSION AGREEMENT") AND SCRANTON PARKING FACILITIES SYSTEM CONCESSION AND LEASE AGREEMENT (THE "FACILITIES CONCESSION AGREEMENT"), AND TO AUTHORIZE CERTAIN ACTIONS AND ANCILLARY AGREEMENTS CONTEMPLATED BY THE METERED SYSTEM CONCESSION AGREEMENT AND THE FACILITIES CONCESSION AGREEMENT" TO AUTHORIZE THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THE SECOND AMENDMENT TO CONCESSION AND LEASE AGREEMENT.

WHEREAS, the City acknowledges that administering, supervising, and enforcing an efficient system of on-street parking regulations and providing sufficient off-street parking facilities are governmental functions necessary for the health, safety, and general welfare of the public; and

WHEREAS, by File of the Council No. 37 of 2016, the City entered into Concession Arrangements with Community Development Properties, Scranton, Inc., with respect to Metered Parking in the City of Scranton and the Garages owned by the Parking Authority of the City of Scranton, Pennsylvania pursuant to the Scranton Metered Parking System Concession and Services Agreement and Scranton Parking Facilities System Concession and Lease Agreement; and

WHEREAS, as a part of those Concession and Lease Agreements, Four Million (\$4,000,000) Dollars was placed into escrow for capital improvements to the Parking Systems; and

WHEREAS, the Parties to the Concession and Lease Agreements desire to amend certain provisions of Article 4 of the Concession and Lease Agreement regarding:

- (a) The responsibility for funding the cost of Required Capital Improvements,
- (b) The amendment to, and release of monies from and under, the Required Capital Improvements Escrow Agreement, and

- (c) Certain matters relating to the Multimodal Grant and the completion of the Required Capital Improvements, as well as expediting certain other capital improvements to the Parking Facilities System and the Metered System.

A copy of the Second Amendment to Concession and Lease Agreement is attached hereto as Exhibit "A," and

**WHEREAS**, upon execution of the Second Amendment to the Concession and Lease Agreement, escrowed funds shall be dispersed as follows:

- (a) \$696,000 to the City of Scranton immediately;
- (b) Up to \$1,500,000 on an as needed basis for the required match for the Multimodal Grant, and thereafter for such other capital improvements;
- (c) Up to \$1,804,000 for the acquisition of an updated on-street metered parking system;

The foregoing disbursements shall be subject to the remaining terms and conditions set forth in the Second Amendment to Concession and Lease Agreement; and

**WHEREAS**, this transaction withstanding, Concessionaire's obligations contained in Article 4 of the original Concession Arrangements shall remain in full force and effect for future capital improvements; and

**WHEREAS**, it has been determined that the Transaction is in the best interest of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCRANTON** that

**SECTION 1.** City Council hereby approves the Transaction and authorizes the Mayor and other appropriate City officials to enter into, execute and deliver the following Second Amendment to Concession and Lease Agreement, in a form substantially similar to the form attached hereto as Exhibit "A."

**SECTION 2.** The City is hereby authorized to perform all of its obligations under the Second Amendment to Concession and Lease Agreement, and the Mayor and other appropriate City officials are hereby further authorized to execute and deliver or cause to be executed and delivered all such further modifications, amendments, agreements, and/or undertakings, and to incur and pay all such fees and expenses, all on behalf of the City, as in the Mayor's judgment shall be necessary, appropriate, or desirable to carry into effect the purpose and intent of this

Ordinance, and to take any and all other actions which the Mayor deems necessary or advisable to carry out the foregoing Ordinance and the transaction contemplated thereby.

**SECTION 3.** The execution by the Mayor and other appropriate City officials of the document contemplated by the foregoing Ordinance or the performance by the Mayor and other appropriate City officials of any actions in connection with the foregoing matters shall conclusively establish the Mayor's authority therefor from City Council and the approval and ratification by City Council of the documents so executed and the actions so taken.

**SECTION 4.** All actions previously taken by the City in connection with the matters set forth in this Ordinance, which actions would have been authorized by the foregoing Ordinance, be and they hereby are, authorized, approved and ratified and confirmed as being the actions of the City.

**SECTION 5.** 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 6.** This Ordinance shall become effective immediately upon approval.

**SECTION 7.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

**EXHIBIT "A"**

**SECOND AMENDMENT TO CONCESSION AND LEASE AGREEMENT  
[attached]**

## SECOND AMENDMENT TO CONCESSION AND LEASE AGREEMENT

**THIS SECOND AMENDMENT TO CONCESSION AND LEASE AGREEMENT** (this "Second Amendment") is made and entered into as of this \_\_\_\_ day of June, 2018 by and among **THE PARKING AUTHORITY OF THE CITY OF SCRANTON, PENNSYLVANIA**, a public body corporate and politic and a parking authority of the Commonwealth of Pennsylvania (the "Commonwealth") duly established and existing under Chapter 55 of Title 53 of the Pennsylvania Consolidated Statutes (the "Authority"); the **CITY OF SCRANTON**, a municipality and a city of the Second Class A of the Commonwealth duly organized and existing under the Constitution and laws of said Commonwealth and the City of Scranton Home Rule Charter (the "City"), and **COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC.**, a Delaware nonprofit corporation (the "Concessionaire").

### RECITALS

WHEREAS, the Authority, the City and Concessionaire are parties to the Scranton Parking Facilities System Concession and Lease Agreement dated as of August 23, 2016 (the "Original Agreement"), as amended by First Amendment to Concession and Lease Agreement dated as of August 23, 2016 (the "First Amendment" and collectively with the Original Agreement, the "Agreement"), under which the Concessionaire agreed to lease the Parking Facilities System from the Authority and obtain a grant from the Authority of the right to operate, maintain and improve the Parking Facilities System and to provide Parking Facilities Services in connection therewith; and

WHEREAS, the Agreement contemplated that the Concessionaire would make capital repairs and improvements to the Parking Facilities System costing at least \$5,862,000 and for that purpose, \$1,862,000 of proceeds of the August 1, 2016 Scranton-Lackawanna Health and Welfare Authority's Senior Parking Revenue Current Interest Bonds (the "Bonds") were deposited in the Required Capital Improvements Fund with the Trustee for the Bonds, and \$4,000,000 of Bond proceeds were deposited in the Required Capital Improvements Escrow Fund - Authority; and

WHEREAS, in the course of operating the Parking Facilities System, the Concessionaire identified capital repairs and improvements that should be made to the Parking Facilities System, costing more than \$5,862,000 and, as the City has guaranteed certain obligations and financial performance of the Authority under the Agreement, the Authority and City have agreed with the Concessionaire that, to strengthen the performance of the Parking Facilities System, the identified capital repairs and improvements should be made. To that end, the entire \$1,862,000 of Bond proceeds in the Required Capital Improvements Fund, \$1,696,000 of the \$4,000,000 of Bond Proceeds in the Required Capital Improvements Escrow Fund - Authority, and all of the up to \$4,000,000 of funds to be received from the Multimodal Grant have been or will be spent on capital repairs and improvements to the Parking Facilities System, with the City receiving \$500,000 of Bond proceeds from the Required Capital Improvements Escrow Fund – Authority as additional purchase price for the Agreement; and

WHEREAS, a total of \$7,560,000 of Bond proceeds and Multimodal Grant funds must be made available as needed to pay in a timely manner the contractors making the capital repairs and improvements, and must also comply with the Commonwealth's reimbursement requirements in order to receive funds from the Multimodal Grant, the Parties desire to modify and amend certain provisions of Article 4 of the Agreement regarding (a) the responsibility for funding the cost of Required Capital Improvements, (b) the amendment to, and release of monies from and under, the Required Capital Improvements Escrow Agreement, and (c) certain matters relating to the Multimodal Grant and the completion of the Required Capital Improvements as well as expediting completion of certain other capital improvements to the Parking Facilities System and the Metered System, all as hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference as if set forth in full.

2. Capitalized Terms. Capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Agreement and Exhibit A thereto, as amended herein. All capitalized terms defined herein and not otherwise defined in Exhibit A to the Agreement are hereby added to Exhibit A in alphabetical order.

3. Amendments to Article 4. Notwithstanding any provisions of Article 4 of the Agreement to the contrary, the Parties agree as follows:

(a) The Parties acknowledge that (i) the Concessionaire's share of the funding of the Required Capital Improvements (\$1,862,000) was to be used for purposes of meeting the match obligations with respect to the Multimodal Grant and (ii) notwithstanding the provisions of subparagraph (i) above, the Concessionaire elected to use some of its share of such funding for other purposes for the benefit of the Parking Facilities System. Concessionaire agrees that approximately \$800,000, the approximate remaining balance of such funds as of the date of this Second Amendment, shall be used to satisfy the requirements of the Multimodal Grant prior to any funds held in the Required Capital Improvements Escrow Fund – Authority being applied pursuant to Section 3(c)(ii) of this Second Amendment.

(b) The Authority was awarded the Multimodal Grant in the amount of \$4,000,000. Pursuant to the Multimodal Grant, Multimodal Grant Proceeds shall be distributed by PennDOT to the Authority after the Concessionaire provides proof of full payment of each applicable contractor's applicable invoice for each applicable project, at such time or times and all in accordance with all PennDOT requirements. The Multimodal Grant Proceeds shall be in the amount of 2/3's of the payment of each applicable contractor's applicable invoice for each applicable project. The Parties further agree that they shall mutually petition to PennDOT for an expanded scope of projects to be funded by the Multimodal Grant Proceeds so as to utilize the Multimodal Grant to the maximum extent possible, which priorities for an expanded scope of projects shall include (i) updated way signage for the Parking Facilities System and fit out for the Parking Facilities System commercial retail space and (ii) such other priorities as are mutually agreed to by the Parties.



(c) Notwithstanding anything contained in the Agreement to the contrary, the funds held under the Required Capital Improvements Escrow Agreement in the Required Capital Improvement Escrow Fund – Authority shall be distributed as follows:

(i) Upon the execution of this Second Amendment, \$500,000 shall be released and distributed to the City.

(ii) Subject to Section 3(a) above, \$1,500,000 shall be released and distributed, upon Joint Written Direction(s) (as defined in the Required Capital Improvements Escrow Agreement) on an as-needed basis, and applied (A) first, to pay eligible contractors to complete the Required Capital Improvements, for which proofs of payment shall be timely submitted by the Concessionaire to PennDOT so as to cause PennDOT to release to the Authority Multimodal Grant Proceeds in the amount of 2/3's of each such payment, and (B) thereafter, for such other capital improvements to the Parking Facilities System, including but not limited to financing revenue control equipment, as are mutually agreed to in writing by the Concessionaire and the Authority. The Authority agrees that all such Multimodal Grant Proceeds received pursuant to this Section 3(c)(ii) shall be redeposited into the Required Capital Improvements Escrow Fund – Authority, to be used for further capital improvements to the Parking Facilities System as provided in this Section 3(c)(ii). The City agrees to cooperate with the Concessionaire in submitting contractor invoices to PennDOT for reimbursement.

(iii) Up to \$1,804,000 shall be released, pursuant to Joint Written Direction(s), to (A) the successful bidder solicited by Concessionaire for the acquisition of an updated on-street metered parking system which shall be owned by the City and leased to Concessionaire pursuant to the Agreement and (B) the contractor hired by Concessionaire to oversee installation of such updated on-street metered parking system. In connection therewith, the City shall have the right to review and approve any contracts between the Concessionaire and the successful bidder and the contractor hired to oversee such installation; provided, that in any event the contractor hired by Concessionaire to install the new on-street metered parking system shall be experienced in such installations and shall provide periodic updates of the progress of such installation to the City. All such bidding and work shall be performed in accordance with all Laws, including City rules and regulations regarding procurement, and prevailing wage law. Except as otherwise expressly provided above, nothing herein shall modify the continuing obligations of Concessionaire under the Meters Agreement.

(iv) Upon execution of this Second Amendment, \$196,000 shall be released and distributed to the City. Such distribution shall be exclusive of, and in addition to the distribution referenced in Section 3(c)(i) of this Second Amendment. The City may, but shall not be required to, use such funds for funding a downtown transportation study.

(d) With respect to all capital improvements to be performed and implemented as provided in this Second Amendment, including but not limited to Required Capital Improvements and such improvements via the use of Multimodal Grant Proceeds, the Parties agree as follows:

(i) Concessionaire shall permit the City to review all construction bid documentation.

(ii) Except as hereinafter provided, Concessionaire, at Concessionaire's sole cost and expense, shall retain the services of Desman Design Management ("Desman") to oversee construction of such improvements and Concessionaire shall cause Desman to provide periodic updates of the progress of such capital improvement projects to the City. Notwithstanding the prior sentence, only to the extent that the fees of Desman are an eligible and reimbursable cost under the Multimodal Grant, may funds released from the Required Capital Improvements Escrow Fund – Authority be used to pay for services provided by Desman.

(iii) The City retains the right to request of Concessionaire that the City engineer, or any qualified third party engineer, inspect all work performed by contractors retained by Concessionaire, to ensure compliance with all bid documents. Concessionaire shall reasonably respond to such requests as soon as possible and permit such inspection during normal business hours.

(iv) The Concessionaire agrees to meet with the City, in person and on a regular basis or as otherwise required by the City, for purposes of discussing updates to the Required Capital Improvements and any other capital improvement projects during the term of the Agreement.

(e) The Parties agree that the Required Capital Improvements Escrow Agreement shall be amended to comport with the amendments to the Agreement provided herein pursuant to the First Amendment to Required Capital Improvements Escrow Agreement attached hereto as Exhibit A (the "Required Capital Improvements Escrow Agreement Amendment").

(f) Except as otherwise expressly provided herein, neither the Authority nor the City shall have any further obligations to make any further payments towards the costs of any Required Capital Improvements. It is further agreed that Concessionaire shall cause all of the Required Capital Improvements to be timely completed.

#### 4. Additional Provisions.

(a) The Concessionaire, at the direction of the City, will play a significant role with respect to informing community stakeholders, via presentations and any other reasonable means deemed necessary by the City, as to the progression of the Required Capital Improvements. Community stakeholders shall include the Mayor, City Council, the Board and other local groups as determined by the City and the Authority. All presentation materials prepared by Concessionaire shall be approved by the City and Authority. Concessionaire's presentations will include:

(i) Outlining the importance of a safe, clean, professionally operated parking system and its connection to successful downtown economic development;

(ii) A progress report on Concessionaire activities including capital improvements, Linden garage elevator upgrades, equipment and lighting improvements, and other operational enhancements; and

(iii) Such other matters as the City and Authority deem reasonable.

(b) The Parties each agree to be responsible for their respective professional fees associated with documenting this Second Amendment and the Required Capital Improvements Escrow Agreement Amendment. Should the City and Concessionaire determine that legal assistance is necessary to alter the scope of the Multimodal Grant, as provided above, the City and Concessionaire agree to share equally in such fees and costs.

5. Ratification. The Parties hereto ratify and confirm the terms of the Agreement and agree that it continues to bind the Parties, as amended hereby. Unless modified by the terms of this Second Amendment, the Agreement and the terms, covenants and agreements contained therein shall remain in full force and effect.

6. Governing Law; Successors and Assigns. This Second Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Second Amendment may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Second Amendment shall be effective when it has been executed by each Party and delivered to all Parties. To evidence the fact that it has executed this Second Amendment, a Party may send a copy of its executed counterpart to the other Parties by facsimile transmission or PDF. Such Party shall be deemed to have executed and delivered this Second Amendment on the date it sent such facsimile transmission or PDF.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the day and year first above written.

**THE PARKING AUTHORITY OF THE CITY OF  
SCRANTON, PENNSYLVANIA**

By: \_\_\_\_\_  
Executive Director

**ATTEST:**

**CITY OF SCRANTON**

By: \_\_\_\_\_  
Lori Reed, City Clerk

By: \_\_\_\_\_  
William L. Courtright, Mayor

By: \_\_\_\_\_  
Roseann Novembrino, City Controller

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jessica Eskra, Esq., City Solicitor

**COMMUNITY DEVELOPMENT PROPERTIES,  
SCRANTON, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**Required Capital Improvements  
Escrow Agreement Amendment**

See attached

4821-9598-0646, v. 6

**FIRST AMENDMENT TO REQUIRED CAPITAL  
IMPROVEMENTS ESCROW AGREEMENT**

**THIS FIRST AMENDMENT TO REQUIRED CAPITAL IMPROVEMENTS ESCROW AGREEMENT** (this “First Amendment”) is made and entered into as of this \_\_\_\_ day of June, 2018 by and among **THE PARKING AUTHORITY OF THE CITY OF SCRANTON, PENNSYLVANIA**, a public body corporate and politic and a parking authority of the Commonwealth of Pennsylvania duly established and existing under Chapter 55 of Title 53 of the Pennsylvania Consolidated Statutes (the “Authority”); **COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC.**, a Delaware nonprofit corporation (the “Concessionaire”); and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as escrow agent (the “Escrow Agent”).

**RECITALS**

WHEREAS, the Authority, the City of Scranton, Pennsylvania (the “City”) and Concessionaire are parties to the Scranton Parking Facilities System Concession and Lease Agreement dated as of August 23, 2016 (the “Original Underlying Agreement”), as amended by First Amendment to Concession and Lease Agreement dated as of August 23, 2016 (“First Amendment”) and Second Amendment to Concession and Lease Agreement dated even date herewith (the “Second Amendment”) (the Original Underlying Agreement, collectively with the First Amendment and Second Amendment, the “Underlying Agreement”) under which the Concessionaire agreed to lease the Parking Facilities System from the Authority and obtain a grant from the Authority of the right to operate, maintain and improve the Parking Facilities System and to provide Parking Facilities Services in connection therewith; and

WHEREAS, upon the closing under and as required pursuant to the Underlying Agreement, Concessionaire, Authority and Escrow Agent entered into that certain Required Capital Improvements Escrow Agreement dated as of August 30, 2016 (the “Escrow Agreement”); and

WHEREAS, as provided in the Second Amendment, the Parties desire to modify and amend certain provisions of the Escrow Agreement regarding the disbursement of the Escrow Funds, all as provided herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference as if set forth in full.
2. Capitalized Terms. Capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Escrow Agreement.

3. Amendments to Escrow Agreement. Notwithstanding any provisions of the Escrow Agreement to the contrary, including but not limited to the provisions of Sections 3 and 4 therein, it is agreed as follows:

(a) The Authority was awarded the Multimodal Grant in the amount of \$4,000,000.

(b) The Escrow Funds shall be distributed as follows:

(i) Upon the execution of this First Amendment, \$500,000 shall be released and distributed to the City pursuant to the Joint Written Direction attached hereto as Exhibit A.

(ii) Up to \$1,500,000 shall be released, upon receipt by the Escrow Agent of a Joint Written Direction(s) in the form attached hereto as Exhibit B, on an as-needed basis, and applied (A) first, to pay eligible contractors to complete the Required Capital Improvements, for which proofs of payment shall be timely submitted by the Concessionaire to PennDOT to cause PennDOT to release to the Authority Multimodal Grant Proceeds (as defined in the Underlying Agreement) in the amount of 2/3's of each such contractor payment, and (B) thereafter, subject to the provisions of Section 4 of the Agreement, for such other capital improvements to the Parking Facilities System, including but not limited to financing revenue control equipment, as are mutually agreed to in writing by the Concessionaire and the Authority. The Authority agrees that all such Multimodal Grant Proceeds received by the Authority pursuant to this Section 3(b)(ii) shall be deposited with the Escrow Agent as Escrow Funds, to be used for further capital improvements to the Parking Facilities System as provided in this Section 3(b)(ii).

(iii) Up to \$1,804,000 shall be released, upon receipt by the Escrow Agent of a Joint Written Direction(s) in the form attached hereto as Exhibit C, on an as-needed basis, to (A) the successful bidder solicited by Concessionaire for the acquisition of an updated on-street metered parking system and (B) the contractor hired by Concessionaire to oversee installation of such updated on-street metered parking system.

(iv) Upon execution of this First Amendment, \$196,000 shall be released and distributed to the Authority pursuant to the Joint Written Direction attached hereto as Exhibit D.

(c) For avoidance of doubt, the provisions of Section 4(a), Section 4(e) (including the second erroneously lettered Section 4(e)) and Section 4(f) of the Escrow Agreement shall continue to apply after the execution of this First Amendment.

4. Ratification. The Authority, Concessionaire and the Escrow Agent hereto ratify and confirm the terms of the Escrow Agreement and agree that it continues to bind them, as amended hereby. Unless modified by the terms of this First Amendment, the Escrow Agreement and the terms, covenants and agreements contained therein shall remain in full force and effect.

5. Governing Law; Successors and Assigns. This First Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania

and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This First Amendment may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This First Amendment shall be effective when it has been executed by each Party and delivered to all Parties. To evidence the fact that it has executed this First Amendment, a Party may send a copy of its executed counterpart to the other Parties by facsimile transmission or PDF. Such Party shall be deemed to have executed and delivered this First Amendment on the date it sent such facsimile transmission or PDF.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed as of the day and year first above written.

**THE PARKING AUTHORITY OF THE CITY OF  
SCRANTON, PENNSYLVANIA**

By: \_\_\_\_\_  
Executive Director

**COMMUNITY DEVELOPMENT PROPERTIES,  
SCRANTON, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**  
**JOINT WRITTEN DIRECTION**

See attached

**EXHIBIT A**

**JOINT WRITTEN DIRECTION**

**JOINT WRITTEN DIRECTION OF THE AUTHORITY AND THE CONCESSIONAIRE  
REQUIRED CAPITAL IMPROVEMENTS ESCROW AGREEMENT DATED AUGUST 30, 2016,  
AS AMENDED ON JUNE [ ], 2018**

The undersigned, THE PARKING AUTHORITY OF THE CITY OF SCRANTON, PENNSYLVANIA (the "Authority") and COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC. (the "Concessionaire"), pursuant to the Required Capital Improvements Escrow Agreement dated August 30, 2016 (the "Original Agreement"), as amended by First Amendment to Required Capital Improvements Escrow Agreement dated June [ ], 2018 ("First Amendment"), and collectively with the Original Agreement, the "Escrow Agreement", hereby jointly direct U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent under the above Escrow Agreement (the "Escrow Agent") to disburse the sum of \$500,000 from the Escrow Funds to the City of Scranton, Pennsylvania pursuant to the wire instructions set forth below:

Bank Name: \_\_\_\_\_  
ABA #: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Account Holder Name: City of Scranton, Pennsylvania  
Reference: Required Capital Improvements Escrow Draw # 1

Such distribution is a distribution pursuant to Section 3(b)(i) of the First Amendment.

**THE PARKING AUTHORITY OF THE CITY OF  
SCRANTON, PENNSYLVANIA, as the Authority**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMMUNITY DEVELOPMENT PROPERTIES,  
SCRANTON, INC., as the Concessionaire**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B**  
**FORM OF JOINT WRITTEN DIRECTION**

See attached

**EXHIBIT B**

**FORM OF JOINT WRITTEN DIRECTION**

**JOINT WRITTEN DIRECTION OF THE AUTHORITY AND THE CONCESSIONAIRE  
REQUIRED CAPITAL IMPROVEMENTS ESCROW AGREEMENT DATED AUGUST 30, 2016,  
AS AMENDED ON JUNE [ ], 2018**

The undersigned, THE PARKING AUTHORITY OF THE CITY OF SCRANTON, PENNSYLVANIA (the "Authority") and COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC. (the "Concessionaire"), pursuant to the Required Capital Improvements Escrow Agreement dated August 30, 2016 (the "Original Agreement"), as amended by First Amendment to Required Capital Improvements Escrow Agreement dated June [ ], 2018 ("First Amendment"), and collectively with the Original Agreement, the "Escrow Agreement", hereby jointly direct U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent under the above Escrow Agreement (the "Escrow Agent") to disburse the sum of [\$ ] from the Escrow Funds to [ ] pursuant to the wire instructions set forth below:

Bank Name: \_\_\_\_\_  
ABA #: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Account Holder Name: \_\_\_\_\_  
Reference: Required Capital Improvements Escrow Draw # \_

Such distribution is a distribution pursuant to Section 3(b)(ii) of the First Amendment.

**THE PARKING AUTHORITY OF THE CITY OF  
SCRANTON, PENNSYLVANIA, as the Authority**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMMUNITY DEVELOPMENT PROPERTIES,  
SCRANTON, INC., as the Concessionaire**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**  
**JOINT WRITTEN DIRECTION**

See attached

4830-4703-1910, v. 5

**EXHIBIT C**

**FORM OF JOINT WRITTEN DIRECTION**

JOINT WRITTEN DIRECTION OF THE AUTHORITY AND THE CONCESSIONAIRE  
REQUIRED CAPITAL IMPROVEMENTS ESCROW AGREEMENT DATED AUGUST 30, 2016,  
AS AMENDED ON JUNE [ ], 2018

The undersigned, THE PARKING AUTHORITY OF THE CITY OF SCRANTON, PENNSYLVANIA (the "Authority") and COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC. (the "Concessionaire"), pursuant to the Required Capital Improvements Escrow Agreement dated August 30, 2016 (the "Original Agreement"), as amended by First Amendment to Required Capital Improvements Escrow Agreement dated June [ ], 2018 ("First Amendment"), and collectively with the Original Agreement, the "Escrow Agreement", hereby jointly direct U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent under the above Escrow Agreement (the "Escrow Agent") to disburse the sum of [\$ ] from the Escrow Funds to [ ] pursuant to the wire instructions set forth below:

Bank Name: \_\_\_\_\_  
ABA #: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Account Holder Name: \_\_\_\_\_  
Reference: Required Capital Improvements Escrow Draw # \_

Such distribution is a distribution pursuant to Section 3(b)(iii) of the First Amendment.

**THE PARKING AUTHORITY OF THE CITY OF  
SCRANTON, PENNSYLVANIA, as the Authority**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMMUNITY DEVELOPMENT PROPERTIES,  
SCRANTON, INC., as the Concessionaire**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**

**JOINT WRITTEN DIRECTION**

**JOINT WRITTEN DIRECTION OF THE AUTHORITY AND THE CONCESSIONAIRE  
REQUIRED CAPITAL IMPROVEMENTS ESCROW AGREEMENT DATED AUGUST 30, 2016,  
AS AMENDED ON JUNE [ ], 2018**

The undersigned, THE PARKING AUTHORITY OF THE CITY OF SCRANTON, PENNSYLVANIA (the "Authority") and COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC. (the "Concessionaire"), pursuant to the Required Capital Improvements Escrow Agreement dated August 30, 2016 (the "Original Agreement"), as amended by First Amendment to Required Capital Improvements Escrow Agreement dated June [ ], 2018 ("First Amendment"), and collectively with the Original Agreement, the "Escrow Agreement", hereby jointly direct U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent under the above Escrow Agreement (the "Escrow Agent") to disburse the sum of \$196,000 from the Escrow Funds to the City of Scranton, Pennsylvania pursuant to the wire instructions set forth below:

Bank Name: \_\_\_\_\_  
ABA #: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Account Holder Name: City of Scranton, Pennsylvania  
Reference: Required Capital Improvements Escrow Draw # \_

Such distribution is a distribution pursuant to Section 3(b)(iv) of the First Amendment.

**THE PARKING AUTHORITY OF THE CITY OF  
SCRANTON, PENNSYLVANIA, as the Authority**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMMUNITY DEVELOPMENT PROPERTIES,  
SCRANTON, INC., as the Concessionaire**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





DEPARTMENT OF LAW

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

June 4, 2018

RE

JUN 04

OFFICE OF CITY  
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 37 OF 2016, AN ORDINANCE "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO CONCESSION ARRANGEMENTS WITH COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC. (THE "CONCESSIONAIRE") WITH RESPECT TO METERED PARKING IN THE CITY OF SCRANTON (THE "CITY") AND THE GARAGES OWNED BY THE PARKING AUTHORITY OF THE CITY OF SCRANTON, PENNSYLVANIA (THE "AUTHORITY") PURSUANT TO THE SCRANTON METERED PARKING SYSTEM CONCESSION AND SERVICES AGREEMENT (THE "METERED SYSTEM CONCESSION AGREEMENT") AND SCRANTON PARKING FACILITIES SYSTEM CONCESSION AND LEASE AGREEMENT (THE "FACILITIES CONCESSION AGREEMENT"), AND TO AUTHORIZE CERTAIN ACTIONS AND ANCILLARY AGREEMENTS CONTEMPLATED BY THE METERED SYSTEM CONCESSION AGREEMENT AND THE FACILITIES CONCESSION AGREEMENT" TO AUTHORIZE THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THE SECOND AMENDMENT TO CONCESSION AND LEASE AGREEMENT.

Respectfully,

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

JLE/sl

RESOLUTION NO. \_\_\_\_\_

2018

**RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FOR AN ECONOMIC DEVELOPMENT AND COMMUNITY DEVELOPMENT INITIATIVES PROGRAM GRANT IN THE AMOUNT OF \$125,000.00 FOR THE MEADOWBROOK CREEK CULVERT IMPROVEMENT PROJECT.**

**WHEREAS**, the City of Scranton is desirous of obtaining funds from the Pennsylvania Department of Community and Economic Development for an Economic Development and Community Development Initiatives Program Grant for the Meadowbrook Creek Culvert Improvement Project in the amount of \$125,000.00; and

**WHEREAS**, the City hopes to improve the culvert temporarily until such time as permanent improvements to the area are undertaken by the City of Scranton with the assistance of the Pennsylvania Department of Environmental Protection; and

**WHEREAS**, the section of Meadow Brook culvert that runs along properties in the 1700 block of Wyoming Avenue to near the intersection of Ryerson Avenue and Delaware Street will be removed and replaced. The section to be removed is approximately 260 feet long; and

**WHEREAS**, the funds from this grant will be applied towards engineering, construction and repair work.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the actions of the City of Scranton in submitting the Grant Application, substantially in the form attached hereto, are hereby ratified and further, the Mayor and other appropriate city officials are hereby authorized to execute and submit any additional related paperwork for this Grant, and to accept the grant funds to be used for the Project as detailed in the Grant Application.

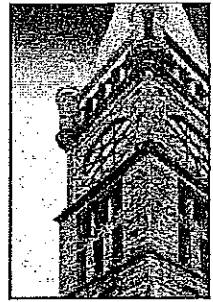
**SECTION 1.** If any section, clause, provision or portion of this Resolution shall be held invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable 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.

## BUSINESS ADMINISTRATION

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



SCRANTON

May 29, 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: Grant Application/Award – Meadowbrook Creek Culvert Improvement Project**

All,

The attached documents represent the application and approval for funding associated with temporary improvements to the Meadowbrook Creek Culvert. The application was submitted on May 2, 2018 and the Notice of Award was received on May 26, 2018. The City was instructed to postmark and return the executed document by May 30, 2018. Please note that the executed grant document was signed and dated May 29, 2018 and postmarked to the Commonwealth.

Therefore, the submission to Council for approval will be considered a ratification of the execution of the grant documents. Given the importance of funding for the project, I authorized the execution and return of the executed documents. This funding will be critical in enabling the City to complete the initial phase of the project.

Feel free to respond accordingly with any questions.

**Single Application for Assistance**

Web Application Id: 8156891

Single Application Id: 201805022803

Applicant: City of Scranton

Program Selected: Economic Development &amp; Community Development Initiatives

**Applicant Information**

Applicant Entity Type:	Government
Applicant Name:	City of Scranton
NAICS Code	9211
FEIN/SSN Number	XXXXXXXX
DUNS Number:	060497856
CEO:	William Courtright
CEO Title:	Mayor
SAP Vendor #:	XXXXXX
Contact Name:	Maggie
Contact Title:	Perry
Phone:	(570)-558-8335      Ext.
Fax:	(570)-207-0412
E-mail:	MaMcLane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503

**Single Application for Assistance**

Web Application Id: 8156891

Single Application Id: 201805022803

Applicant: City of Scranton

Program Selected: Economic Development &amp; Community Development Initiatives

**Enterprise Type**

Indicate the types of enterprises that describe the organization listed above. You may select more than one type.

<input type="checkbox"/> Advanced Technology	<input type="checkbox"/> Agri-Processor	<input type="checkbox"/> Agri-Producer
<input type="checkbox"/> Authority	<input type="checkbox"/> Biotechnology / Life Sciences	<input type="checkbox"/> Business Financial Services
<input type="checkbox"/> Call Center	<input type="checkbox"/> Child Care Center	<input type="checkbox"/> Commercial
<input type="checkbox"/> Community Dev. Provider	<input type="checkbox"/> Computer & Clerical Operators	<input type="checkbox"/> Defense Related
<input type="checkbox"/> Economic Dev. Provider	<input type="checkbox"/> Educational Facility	<input type="checkbox"/> Emergency Responder
<input type="checkbox"/> Environment and Conservation	<input type="checkbox"/> Exempt Facility	<input type="checkbox"/> Export Manufacturing
<input type="checkbox"/> Export Service	<input type="checkbox"/> Food Processing	<input checked="" type="checkbox"/> Government
<input type="checkbox"/> Healthcare	<input type="checkbox"/> Hospitality	<input type="checkbox"/> Industrial
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Mining	<input type="checkbox"/> Other
<input type="checkbox"/> Professional Services	<input type="checkbox"/> Recycling	<input type="checkbox"/> Regional & National Headquarters
<input type="checkbox"/> Research & Development	<input type="checkbox"/> Retail	<input type="checkbox"/> Social Services Provider
<input type="checkbox"/> Tourism Promotion	<input type="checkbox"/> Warehouse & Terminal	

Government,

**Single Application for Assistance**

Web Application Id: 8156891

Single Application Id: 201805022803

Applicant: City of Scranton

Program Selected: Economic Development &amp; Community Development Initiatives

**Project Overview**

Project Name:

Meadow Brook Culvert Project

Is this project related to another previously submitted project?

No

If yes, indicate previous project name:

Have you contacted anyone at DCED about your project?

No

If yes, indicate who:

**Single Application for Assistance**

Web Application Id: 8156891

Single Application Id: 201805022803

Applicant: City of Scranton

Program Selected: Economic Development &amp; Community Development Initiatives

**Project Overview**

**Single Application for Assistance**

Web Application Id: 8156891

Single Application Id: 201805022803

Applicant: City of Scranton

Program Selected: Economic Development &amp; Community Development Initiatives

**Project Site Locations**

Address:	City of Scranton
City:	Scranton
State:	PA
Zip Code:	18509
County:	Lackawanna
Municipality:	Scranton City
PA House:	Marty Flynn (113)
PA Senate:	John P. Blake (22)
US House:	Matthew Cartwright (17)
Current Employees:	0
Jobs To Be Created:	0
Jobs that Pay:	\$31,612.00
	Created 0 Retained 0
	<p><b><u>Jobs that Pay</u></b></p> <p>Jobs that Pay is Part Of Governor Wolf's Initiative to improve Pennsylvania's overall job climate and job growth through partnering with the private sector to encourage the creation and retention of jobs that pay at least 80% of the annual average wage in the county where the jobs are located. (See current county listings). Job creation and retention will help ensure that businesses and communities provide employment opportunities for all of the state's residents, improve the local tax base, and achieve prosperity and a higher quality of life for families and communities.</p> <p><b>NOTE:</b> Jobs that Pay required data by the Department is for reporting purposes only and will <b>NOT</b> be used as a criteria for awarding loans, loan guarantees, grants or tax credits.</p>
Designated Areas:	



## Single Application for Assistance

Web Application Id: 8156891

Single Application Id: 201805022803

Applicant: City of Scranton

Program Selected: Economic Development &amp; Community Development Initiatives

### Project Budget

	Economic Development	Total
Miscellaneous	\$125,000.00	
Meadow Brook Stormwater Project	\$125,000.00	\$125,000.00
Total	\$125,000.00	
	<b>Budget Total:</b>	<b>\$125,000.00</b>

#### Basis of Cost

Provide the basis for calculating the costs that are identified in the Project Budget.

#### Bids/Quotations

#### Budget Narrative

The narrative must specifically address each of the cost items identified in the Project Budget section. If an amount is placed in any of the OTHER categories, you must specify what the money will be used for. **NOTE:** Some programs have specific guidelines regarding the narrative necessary to qualify for that particular resource. Please read the Program Guidelines for details.

The funds from this grant will be applied towards engineering, construction, and repair work, as provided in the attached budget.

**Single Application for Assistance**

Web Application Id: 8156891

Single Application Id: 201805022803

Applicant: City of Scranton

Program Selected: Economic Development &amp; Community Development Initiatives

**Project Narrative****What do you plan to accomplish with this project?**

Identify the problem(s) that need to be resolved.

Meadow Brook culvert, located in the City of Scranton, has experienced significant deterioration and structural deficiencies. With the assistance of an engineering firm, the City hopes to remediate the culvert temporarily until such time as permanent improvements to the area are undertaken by the City of Scranton with the assistance of the Pennsylvania Department of Environmental Protection.

**How do you plan to accomplish it?**

Include expected outcomes that are measurable, obtainable, clear and understandable, and valid. Examples of measurable outcomes include jobs created or retained, people trained, land or building acquired, housing units renovated or built, etc.

The section of the Meadow Brook culvert that runs along properties in the 1700 block of Wyoming Avenue to near the intersection of Ryerson Avenue and Delaware Street will be removed and replaced. The replacement culvert will be 54 inch smooth lined corrugated plastic pipe along a new alignment to avoid disturbance to existing garage structures. The section to be removed is approximately 260 feet long. See the attached construction plans.

**How do you plan to use the funds?**

Should include specific use of funds and reflect the budget provided with the application.

The funds from this grant will be applied towards engineering, construction, and repair work, as provided in the attached budget.

**Projected Schedule and Key Milestones and Dates**

A detailed schedule of activities, including key milestones and dates, must accompany this application if applicable to the project.

It is unknown at this time how long the project will take; however, the City wishes to begin work as soon as possible. The City has already obtained plans from an engineer and can move to procurement for construction as soon as funding is made available and approval is granted by the Pennsylvania Department of Environmental Protection.



## Pennsylvania Department of Community and Economic Development

Single Application for Assistance

Single Application #: 201805022803

This page must accompany all required supplemental information Mail to:

Pennsylvania Department of Community and Economic Development  
Commonwealth Keystone Building  
Attn: Customer Service Center  
400 North Street, 4th Floor  
Harrisburg, PA 17120-0225

I hereby certify that all information contained in the single application and supporting materials submitted to DCED via the Internet, Single Application # 201805022803 and its attachments are true and correct and accurately represent the status and economic condition of the Applicant, and I also certify that, if applying on behalf of the applicant, I have verified with an authorized representative of the Applicant that such information is true and correct and accurately represents the status and economic condition of the Applicant. I also understand that if I knowingly make a false statement or overvalue a security to obtain a grant and/or loan from the Commonwealth of Pennsylvania, I may be subject to criminal prosecution in accordance with 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities) and 31 U.S.C. §§ 3729 and 3802 (relating to false claims and statements).



Signature: Maggie Perry

The Pennsylvania Department of Community and Economic Development reserves the right to accept or reject any or all applications submitted on the Single Application for Assistance contingent upon available funding sources and respective applicant eligibility.

Contract No: C000069352

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT**

**ECONOMIC DEVELOPMENT AND COMMUNITY  
DEVELOPMENT INITIATIVES PROGRAM GRANT CONTRACT**

This Contract is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Department of Community and Economic Development (the "Grantor"), and

**SCRANTON CITY  
340 N Washington Ave  
Scranton PA 18503-1523**

(the "Grantee").

**BACKGROUND:**

Section 3 of the Act of May 10, 1939 (P.L. 111, No. 51), known as the Commerce Law authorizes the Department of Community and Economic Development to undertake ways and means of promoting and encouraging the prosperous development of Pennsylvania business, industry and commerce, of expanding markets and promoting and developing new markets for Pennsylvania products, to encourage the location and development of new business, industry and commerce within the Commonwealth, to aid in restoring employment in communities affected by unemployment, and to assist persons, firms; associations, political subdivisions, corporations, cooperative associations and other organizations in the execution of its duties and functions under the Act; and

Section 670.101(n) of the Act of April 9, 1929 (P.L. 177), as amended, known as the Administrative Code of 1929, authorizes the Grantor to make direct grants or provide other forms of technical assistance to various public safety, recreation, senior citizens or other community service organizations; and

The General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I  
AMOUNT OF THE CONTRACT**

Subject to the terms of this Contract, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00) AND NO CENTS----- or such portion thereof as may be required by

the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Contract shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

## **ARTICLE II EFFECTIVE DATES**

The term of this Contract shall commence on the Effective Date (as defined below) and shall end on **DECEMBER 31, 2020**, subject to the other provisions of this Contract.

The Effective Date shall be the date the fully executed Contract is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Contract is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

## **ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Contract between **JANUARY 1, 2018** and **DECEMBER 31, 2020** (the "Contract Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Contract, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Contract or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Contract and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Contract and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

(3) Pennsylvania Electronic Payment Program

- (A) The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of grant award, the Grantee must submit or must have already submitted their ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street -- 9th Floor, Harrisburg, PA 17101.
- (B) The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Grantor's payment to the respective invoice or program.
- (C) It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- (D) The Grantee may access the ACH enrollment form at [www.vendorregistration.state.pa.us/cvmu/paper/forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvmu/paper/forms/ACH-EFTenrollmentform.pdf).
- (E) The Grantee may access the electronic addenda form at [http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop\\_general\\_government\\_operation/s/oa/oa\\_portal/omd/p\\_and\\_p/management\\_directives/financial\\_management/items/310\\_30.html](http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop_general_government_operation/s/oa/oa_portal/omd/p_and_p/management_directives/financial_management/items/310_30.html) by clicking on the attached pdf file and going to the last page of the pdf file.

To receive reimbursement under this Contract, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

- (1) Grant payments under this Contract shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Contract.
- (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Contract set forth in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Contract are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Contract.

(c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Requirement to Invest Grant Funds:

The funds paid to the Grantee in accordance with this Contract shall be deposited by the Grantee in a bank or other financial institution in a separate and special expenditures account, to be maintained within its existing accounting system or set up independently; identifiable by reference to the Grantor, proposal name or contract number. Said account shall be insured by the FDIC.

Subject to applicable rules and regulations and to the provisions of this article, funds hereunder shall be continuously invested and reinvested and/or deposited and redeposited by the Grantee, in accordance with applicable state laws, with a view toward maximizing yield and minimizing the instances of uninvested funds.

Interest or any other income or accumulations earned on funds awarded pursuant to this Contract and totaling more than \$50.00 over the Contract Activity Period shall be repaid to the Grantor by means of a check made payable to the Commonwealth of Pennsylvania and submitted simultaneously with the Grantee's Project Audit or Closeout Report.

(e) Conditions for Repayment of Grant Funds:

- (1) Misuse or Failure to Use Funds.
  - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Contract. If after all or any part of the funds has been paid to the Grantee and the

Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.

- (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Contract for purposes of and in accordance with this Contract, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
- (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

**ARTICLE IV  
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) Fidelity Bonding:

Unless otherwise authorized by the Grantor, the Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property. If a check signing machine is used which is not operated under the direct supervision of the authorized signer or counter-signer, the machine operator shall be bonded in the same amount as the



check-signer. The amount of the bond required shall be adequate to insure the security of all funds received under this Contract as determined by the Grantor and such bond must be maintained until the Contract is closed out by the Grantor.

(b) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Contract; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Contract, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(c) Other Liability Requirements:

The Grantee shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Contract.

**ARTICLE V**  
**COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Contract shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Contract is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

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

50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the Grantor and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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

(c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor

cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (6) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at [http://www.dgsweb.state.pa.us/DebarmentList\\_portal/](http://www.dgsweb.state.pa.us/DebarmentList_portal/) or contacting the:

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

- (d) Compliance with the Offset Provision for Commonwealth Contracts:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the

Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

(e) Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of the above paragraph.

(f) Reimbursement for Travel and Per Diem:

Reimbursement to the Grantee for any travel, lodging or meals under this Contract shall be at or below state rates, unless the Grantee has higher rates which have been approved by its officers/officials, and published prior to entering into contract negotiations with the Commonwealth. Documentation in support of travel and per diem will be the same as required of state employees. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Grantor.

(g) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(h) Contractor Integrity Provisions:

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

(1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

(A) "Affiliate" means two or more entities where:

- (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
  - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
  - (iii) the entities have a common proprietor or general partner.
- (B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- (C) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- (E) "Financial Interest" means either:
  - (i) Ownership of more than a five percent interest in any business; or
  - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

- (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
  - (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (iii) had any business license or professional license suspended or revoked;
  - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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



- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form

deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- (J) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

- (i) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or

loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(j) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Department of Community and Economic Development.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or

Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**ARTICLE VI  
ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Contract shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

**ARTICLE VII  
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

**ARTICLE VIII  
INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Contract or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Contract. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Contract.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Contract. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Contract.

## **ARTICLE IX SUBCONTRACTS**

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Contract. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Contract funds to subrecipients must include the audit requirements contained in the Article entitled Contract Audit and Closeout Requirements. The Grantee is responsible for ensuring that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Grantor, through the Grantee.

## **ARTICLE X BIDDING REQUIREMENTS**

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Contract. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Contract and repayment of all or a portion of the funds available under this Contract. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

## **ARTICLE XI RECORDS**

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Contract, and reflecting all matters and activities covered by this Contract.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Contract and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Contract by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

## **ARTICLE XII PROGRESS REPORTS**

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Contract as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Contract.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Contract until such time as the required reports are submitted.

## **ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE**

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant  
from the Commonwealth of Pennsylvania,  
[insert name of Grantor]."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Contract. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

#### **ARTICLE XIV CONTRACT AUDIT AND CLOSEOUT REQUIREMENTS**

This Contract is funded entirely with state funds. If the amount of the Contract is less than \$100,000.00 the Grantee is exempt from all audit requirements and should refer to the procedures issued by the Grantor for instructions on closeout of this Contract.

If the amount of the Contract is \$100,000.00 or more, a final audit of the entire Contract (Project Audit) is required by the Grantor within 120 days after the termination of project activities but no later than 120 days after the Contract termination date. This audit is the responsibility of the Grantee. Audits performed under the Single Audit Act of 1984 will not be accepted in lieu of a Project Audit required under this Contract.

The Project Audit must be performed by a certified public accountant. The Grantee is responsible for securing a qualified auditor, however, the Grantor reserves the right of selection or prior approval of the independent auditor to perform the audit. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all the requirements detailed in the Grantor's "Procedures for Closeout of Contracts." Unless otherwise authorized by the Grantor, the audit must include those funds received under this Contract as well as any required private match funds and encompass the entire Contract Activity Period. Other grant periods may also be specified at the discretion of the Grantor and the Grantor reserves the right to designate additional compliance factors for state financial assistance programs.

The Grantor will determine any overpayment or underpayment and any additional auditing deemed necessary and inform the Grantee of the settlement amount.

The Grantee agrees that if the final audit of the Contract as accepted by the Grantor or any duly authorized representative discloses that the full amount of the Contract was not required to complete the project or that funds were improperly used, then the funds unused, improperly used or expended but not required to complete the project, shall be repaid to the Grantor with interest unless otherwise directed in writing by the Grantor.

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



All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until a final audit is submitted and accepted by the Grantor.

None of the above provisions under this article exempts the Grantee from maintaining records of state financial assistance programs or providing upon request, access to such records to the Grantor or its authorized representatives.

The submission of a Single Audit in accordance with the Single Audit Act and related Circulars does not exempt the Grantee from complying with all Project Audit and any closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.

For additional information on audit and general closeout requirements, the Grantee should refer to the procedures for closeout of contracts issued by the Grantor.

#### **ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Contract, the Grantor may suspend payments and/or request suspension of all or any part of the Contract activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Contract is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Contract within a reasonable period of time.

This Contract is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Contract until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has

fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Contract.

#### **ARTICLE XVI TERMINATION OF THE CONTRACT**

The Grantor may terminate this Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

#### **ARTICLE XVII ENTIRE AGREEMENT**

This Contract, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Contract shall be construed in any manner so as to create any rights in third parties not party to this Contract. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

#### **ARTICLE XVIII AMENDMENTS AND MODIFICATIONS**

A properly executed Contract amendment is required to change the termination date of this Contract, to change the Contract Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Contract. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Contract.

#### **ARTICLE XIX SEVERABILITY**

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Contract.

## **ARTICLE XX CONSTRUCTION**

This Contract shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

## **ARTICLE XXI NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Contract in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

SCRANTON CITY

Vendor Number 141721-012

GRANTEE: Please sign & complete at "X's" only

X By [Signature] (Seal)

X Title City Clerk

X Date 05-29-2018

X By [Signature]

X Title Mayer

X Date 05-29-2018

For Commonwealth signatures only

Approved as to Legality and Form

Office of Chief Counsel Date

Preapproved Form # 4-FA-4.0  
Office of General Counsel Date

Preapproved Form # 4-FA-4.0  
Office of Attorney General Date

For Commonwealth signatures only

Commonwealth of Pennsylvania  
Acting through the  
Department of Community and  
Economic Development

Secretary/Deputy Secretary Date

Approved:

I hereby certify that funds in the amount of  
\$125,000 are available under Appropriations  
Symbol:

1110400000 2430102000 6600400 2017 - \$125,000

Program GRANT  
Contract # C000069352

Comptroller approved as to fiscal responsibility,  
budgetary appropriateness and availability of  
funds:

Comptroller Date

Meadow Brook culvert, located in the City of Scranton, has experienced significant deterioration and structural deficiencies. With the assistance of an engineering firm, the City hopes to remediate the culvert temporarily until such time as permanent improvements to the area are undertaken by the City of Scranton with the assistance of the Pennsylvania Department of Environmental Protection.

The section of the Meadow Brook culvert that runs along properties in the 1700 block of Wyoming Avenue to near the intersection of Ryerson Avenue and Delaware Street will be removed and replaced. The replacement culvert will be 54 inch smooth lined corrugated plastic pipe along a new alignment to avoid disturbance to existing garage structures. The section to be removed is approximately 260 feet long.

The funds from this grant will be applied towards engineering, construction, and repair work.

Meadow Brook Stormwater Project \$125,000

# ECONOMIC DEVELOPMENT & COMMUNITY DEVELOPMENT INITIATIVES INVOICE

## SECTION I: GENERAL INFORMATION

<b>1. GRANTEE NAME &amp; ADDRESS</b>  SCRANTON CITY 340 N Washington Ave Scranton, PA 18503-1523	<b>2. DCED CONTRACT NUMBER</b> C000069352  <b>3. VENDOR NUMBER</b> 141721-012  <b>4. CONTRACT AMOUNT</b> \$125,000  <b>5. INVOICE # - 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, FINAL ETC.</b>
<b>6. INVOICE REPORTING PERIOD (MONTH, DAY, YEAR)</b> FROM JANUARY 1, 2018 TO DECEMBER 31, 2020	<b>7. CONTRACT ACTIVITY PERIOD (MONTH, DAY, YEAR)</b> FROM JANUARY 1, 2018 TO DECEMBER 31, 2020

## SECTION II: FISCAL INFORMATION

1. APPROVED BUDGET CATEGORY	2. APPROVED BUDGET AMOUNT	3. EXPENDITURES PREVIOUSLY INVOICED	4. EXPENDITURES THIS INVOICING PERIOD	5. CUMULATIVE EXPENDITURES (COLUMNS 3 + 4)	6. REMAINING BALANCE (COLUMN 2-5)
Meadow Brook Stormwater Project	\$125,000	\$0	\$125,000	\$125,000	\$0
<b>TOTALS</b>	\$125,000	\$0	\$125,000	\$125,000	\$0

Payment Amount Requested	\$125,000
--------------------------	-----------

## SECTION III: DEPOSITORY

<b>BANK NAME &amp; ADDRESS</b> Peoples Security Bank 150 NORTH WASHINGTON AVENUE SCRANTON PA 18503	<b>LAST 4 DIGITS OF BANK ACCOUNT NUMBER ONLY</b> 0821
---	--

## SECTION IV: CERTIFICATION

By signing this form, I certify that it is true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious or fraudulent information may be subject to criminal, civil or administrative penalties. The initial review performed by DCED on this invoice does not constitute acceptance of its associated expenditures. DCED's Compliance Monitoring Division will conduct a comprehensive review to ensure eligibility of all related expenditures.

<b>SIGNATURE OF AUTHORIZED OFFICIAL</b> 	<b>NAME &amp; TITLE (TYPE OR PRINTED)</b> DAVID M. BULZONI, BUSINESS ADMINISTRATOR
<b>CONTACT PERSON</b> REBECCA McHULLEN	<b>PHONE NUMBER</b> 570-348-4118
<b>EMAIL ADDRESS</b> RMCHULLEN@SCRANTONPA.EDU	<b>DATE SUBMITTED</b> 05-25-2018

## SECTION V: DCED APPROVAL

PROGRAM MANAGER INITIALS & DATE

## DCED USE ONLY

ACCT CODE LINE	FUND	COST CENTER	COMMITMENT NUMBER	OBJ	BUDGET PERIOD	AMOUNT
<b>TOTAL:</b>						



DEPARTMENT OF LAW

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

June 1, 2018

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

RECEIVED

JUN 11 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FOR AN ECONOMIC DEVELOPMENT AND COMMUNITY DEVELOPMENT INITIATIVES PROGRAM GRANT IN THE AMOUNT OF \$125,000.00 FOR THE MEADOWBROOK CREEK CULVERT IMPROVEMENT PROJECT.

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 GENERAL AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON, PENNSYLVANIA THROUGH ITS OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT ( THE "CITY") AND THE U.S. DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE, STEAMTOWN NATIONAL HISTORIC SITE (THE "PARK") REGARDING THE MAINTENANCE RESPONSIBILITIES FOR THE IMPROVEMENTS MADE TO RENAISSANCE PARK, AND THE RESPONSIBILITIES OF NPS TO OPERATE AND MAINTAIN RENAISSANCE PARK FOR PUBLIC USE AND ENJOYMENT AND FOR THE CITY TO PROVIDE ACCESS TO RENAISSANCE PARK THROUGH THE PLAZA VIA THE STAIRS, BRIDGE AND ELEVATOR.**

WHEREAS, Steamtown National Historic Site is a national park in the City of Scranton located adjacent to the 300-500 Blocks of Lackawanna Avenue in the City's downtown; and

WHEREAS, the City and Renaissance at 500 Condominium Association in conjunction with the Commonwealth of Pennsylvania, entered into an agreement for the revitalization and rehabilitation of the 500 Block of Lackawanna Avenue. The purpose of the project is to rehabilitate and adaptively reuse historic buildings and the streetscape along the 500 block of Lackawanna Avenue in downtown Scranton (the "Project"), and includes:

- The renovation of a underused and largely disconnected and inaccessible area of the Park referred to as the "China Wall," a 25' retaining wall that runs parallel to Bogart Place (road) and a small elevated strip of former railroad right-of-way; and
- Improvements to a vacant parcel of land in the 500 Block of Lackawanna Avenue that the developer has improved with an elevator, stairs and a bridge over Bogart Place (road) to the China Wall.

The rehabilitated area formerly known as the China Wall will be known as "Renaissance Park," and the rehabilitated lot beside Bogart Place will be known as "Renaissance Plaza" ("the Plaza").

The elevator, stairs and bridge, to be operated by the City, will permit access to Renaissance Park from the Plaza.

Maps of Renaissance Park and the Plaza are attached.

WHEREAS, the City and the National Park Service desire to enter into the General Agreement for maintenance of the park and plaza per the terms and condition 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 General Agreement by and between the City of Scranton, Pennsylvania through the Office of Economic and Community Development and the U.S. Department of the Interior National Park Service, Steamtown National Historic Site (The "Park") regarding the maintenance responsibilities for the improvements made to Renaissance Park and the responsibilities to operate and maintain Renaissance Park for public use and enjoyment and for the City to provide access to Renaissance Park through the Plaza via the stairs, bridge and elevator.

**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.

**GENERAL AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF THE INTERIOR,  
NATIONAL PARK SERVICE,  
STEAMTOWN NATIONAL HISTORIC SITE  
AND  
THE CITY OF SCRANTON, PENNSYLVANIA**

This **General Agreement** (GA) is hereby entered into by and between the City of Scranton, Pennsylvania through its Office of Economic and Community Development (the “City”) and the U.S. Department of the Interior, National Park Service, Steamtown National Historic Site (the “Park”).

**ARTICLE I – Background And Objectives:**

The purpose and intent of the National Park Service (“NPS”) is to preserve, protect, interpret, and manage the United States National Park System for the benefit, education and enjoyment of the people of the United States, as provided for in the National Park Service Organic Act of August 25, 1916.

**Steamtown National Historic Site**

Steamtown National Historic Site was created in 1986 to further public understanding and appreciation for the role steam railroading played in the development of the United States. The Park occupies about 40 acres of the Scranton railroad yard of the former Delaware, Lackawanna and Western (DL&W) Railroad, one of the earliest rail lines in northeastern Pennsylvania. At the heart of the Park is the large collection of standard-gauge steam locomotives and freight and passenger cars that New England seafood processor F. Nelson Blount assembled in the 1950s and 1960s. In 1984, 17 years after Blount’s untimely death, the Steamtown Foundation for the Preservation of Steam and Railroad Americana, Inc. brought the collection to Scranton, where it occupied the former DL&W yard and later became a unit of the national park system under PL 99-591 on October 30, 1986.

Steamtown National Historic Site is a national park in the City of Scranton located adjacent to the 300-500 Blocks of Lackawanna Avenue in the City's downtown.

The Comprehensive Management Plan of Steamtown National Historic Site provides that the NPS should work with the City through partnerships and cooperative efforts to foster the preservation of related historic sites. The Comprehensive Management Plan specifically references the importance of the historic structures on Lackawanna Avenue which adjoin the Park and other Park planning documents also recognize the Park’s important contribution to the community of Scranton including the Railroad Yard, Design Program & Interpretive Concept Plan (1989) that states it is the NPS’s intent to “to recognize the site’s urban context and encourage local use as well as regional and national use.”

## **The Office of City of Scranton, Pennsylvania Office of Economic and Community Development**

The Office of City of Scranton, Pennsylvania Office of Economic and Community Development (“OECD”) is a self-sufficient department, acts as the grants administration arm of the City of Scranton. For the purposes of this agreement, the OECD serves all citizens by striving to make Scranton a better place by supporting activities that provide for, among other things, a suitable living environment.

To fulfill this mission, OECD encourages citizen participation in their programs and will work closely with other governmental agencies, private nonprofit organizations, and neighborhood groups to ensure effective collaboration and collective problem-solving.

### **The Project**

The City and a developer, in conjunction with the Commonwealth of Pennsylvania, entered into an agreement for the revitalization and rehabilitation of the 500 Block of Lackawanna Avenue. The purpose of the project is to rehabilitate and adaptively reuse historic buildings and the streetscape along the 500 block of Lackawanna Avenue in downtown Scranton (the “Project”), and includes:

- The renovation of a underused and largely disconnected and inaccessible area of the Park referred to as the “China Wall,” a 25’ retaining wall that runs parallel to Bogart Place (road) and a small elevated strip of former railroad right-of-way;
- Improvements to a vacant parcel of land in the 500 Block of Lackawanna Avenue that the developer has improved with an elevator, stairs and a bridge over Bogart Place (road) to the China Wall.

The rehabilitated area formerly known as the China Wall will be known as “Renaissance Park,” and the rehabilitated lot beside Bogart Place will be known as “Renaissance Plaza” (“the Plaza”).

The elevator, stairs and bridge, to be operated by the City, will permit access to Renaissance Park from the Plaza.

Maps of Renaissance Park and the Plaza are attached.

### **Objectives**

Due to the separate ownership interests in Renaissance Park (federally-owned) and Plaza (city-owned), this GA is necessary to outline the respective obligations of NPS and the City for maintaining and operating the Park for the overall enjoyment and benefit of the general public.

This Agreement pertains only to the maintenance responsibilities for the improvements made to Renaissance Park, and the responsibilities of NPS to operate and maintain Renaissance Park for public use and enjoyment and for the city to provide access to Renaissance Park through the Plaza via the stairs, bridge and elevator.

The City and the developer have entered into a separate agreement for the maintenance responsibility for the Plaza, and the NPS is not a party to that agreement, nor does NPS have any maintenance responsibilities for the Plaza.

**ARTICLE II – Legal Authority:**

**54 U.S.C. §100101(a) Promotion and Regulation.** The NPS Organic Act directs the Secretary of the Interior to promote and regulate national park system lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

**54 U.S. Code § 101101 - Authority to accept land, rights-of-way, buildings, other property, and money --** The Secretary in the administration of the Service may accept—  
 (1) patented land, rights-of-way over patented land or other land, buildings, or other property within a System unit; and  
 (2) money that may be donated for the purposes of the System.

**ARTICLE III – Responsibilities and Understandings of the Parties:**

The parties agree to perform the functions specified below in accordance with the provisions of this GA. Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the NPS for goods or services provided by the City.

**A. For the term of this Agreement NPS agrees to:**

1. **Maintain and operate Renaissance Park.** The NPS shall continue to be responsible for all ongoing and recurring maintenance requirements, maintenance work performance, and funding for all maintenance requirements and improvement replacements in Renaissance Park at no cost to the City except as otherwise provided for herein.
2. Cooperate and coordinate with the City and its representatives, agents, designees, to consistently facilitate, and collaborate on, this Agreement in an expeditious manner.
3. Prepare and provide annually to the City for review and comment, no later than 60 days prior to the commencement of future seasonal operations in Renaissance Park, a Maintenance and Operations Plan that shall describe, at a minimum, the general maintenance, administration and operation of Renaissance Park.
4. Provide comments to the City on the Maintenance and Operations Plan for the Plaza within 30 days upon its receipt of the proposed plan.
5. Consult with the City before entering into any agreement with any third party (e.g., for railroad track access from the local railroad authority or its designated operator) in furtherance of maintenance and management activities hereunder which affect City's operations or property. No such agreement may authorize activities on City property

without advance approval by the City, which shall not be unreasonably withheld.

6. When entering into contracts or issuing special use permits for the use of Renaissance Park, the NPS shall not authorize activities on City property, beyond simple ingress and egress, without advance approval by the City. Any contract or special use permit shall state its terms and conditions, the approved uses, the term of agreement, and when and under what circumstances it may be terminated.
7. Include within all contracts it executes in furtherance of its maintenance and operations responsibilities, a provision requiring its contractor(s) and consultants who are working within Renaissance Park, and will have access to the Plaza, to obtain any necessary licenses and permits, and to comply with any applicable Federal, state and municipal laws, codes and regulations in the performance of the activities or work authorized hereunder.
8. Ensure that any contractor authorized to perform work in Renaissance Park and/or Plaza shall be responsible for all damage to persons or property that occurs as a result of the contractor's fault or negligence and indemnifies and holds harmless the City and NPS from and against any claims, obligations or liabilities that may arise out of or relate to the contractor's acts or omissions..
9. Review, and approve as appropriate, in a timely manner all administrative requirements pursuant to this Agreement.
10. Inform the City of maintenance and law enforcement protection problems or concerns so the City can take corrective action.
11. Provide access to Renaissance Park, at no cost to the City or the General Public, during standard Park operating hours, unless administratively closed by the Superintendent pursuant to 36 C.F.R. NPS shall designate the hours of operation of Renaissance Park in its sole and absolute discretion. Until changed by NPS, Renaissance Park shall be open daily from 8:00 A.M. to 4:00 P.M. from April 1 through November 30.

**B. For the Term of this Agreement the City agrees to:**

1. **Maintain and operate the Plaza.** The City shall continue to be responsible for all ongoing and recurring maintenance requirements, maintenance work, improvements and replacements and funding for all maintenance, improvement and replacements in the Plaza, including:
  - a. the elevator,
  - b. the bridge over Bogart Place (street) from the Plaza to its connection to Renaissance Park,
  - c. the stairway from the Plaza to the bridge,
  - d. the pendant lights over Bogart Place, and
  - e. the historic backlit sign.
2. Provide, at no cost to NPS, water at the Plaza and electricity at the Plaza and Renaissance Park. The City's obligation hereunder is merely to supply the electrical

current and water supply and to pay for the same. The City shall not have any responsibility to install any additional lights, light standards, electrical service panels or any other material, including bulbs in Renaissance Park. However, the City does retain responsibility to maintain and replace the bulbs at Renaissance Plaza, the pendant lights over Bogart Place, and the historic backlit sign.

3. Use its best efforts to convert the pendant lights over the Bogart Place (road) beside the China Wall and the lights in the Plaza and Renaissance Park to LED lights, but it shall be under no obligation to do so.
4. Prepare and provide to the NPS for review and comment, no later than 60 days prior to the commencement of future seasonal operations in the Plaza, a Maintenance and Operations Plan that shall describe, at a minimum, the general maintenance, administration and operation of the Plaza. The plan shall include a requirement that the City obtain the prior approval and necessary permits from the National Park Service, through the Superintendent of Steamtown National Historic Site, for any ceremonies or other events to be held in Renaissance Park. Commercial activities for the purpose of fundraising will not be permitted within Renaissance Park's boundaries. Other activities which require sponsorship, advertising, or the charging of fees will be permitted in Renaissance Park's boundaries only in accordance with applicable NPS regulations, policies, and procedures.
5. Provide comments to NPS on the Maintenance and Operations Plan for Renaissance Park within 30 days upon its receipt of the proposed plan.
6. Provide and assume sole responsibility for all emergency response services, i.e. fire, law enforcement, for Renaissance Park and the Plaza. The City shall notify the Superintendent of Steamtown NHS, (570) 340-5184, immediately of all emergency responses and incidents within Renaissance Park and subsequently provide to the NPS copies of all written incident reports of which the City has actual knowledge.
7. The City may enter into agreements with other individuals and entities for use of the Plaza which are consistent with the purposes and activities authorized by this Agreement. However, no such agreement may authorize activities on NPS property without obtaining a special use permit or other appropriate advance approval. Any contract or agreement shall state its terms and conditions, the approved uses, the term of agreement, and when and under what circumstances it may be terminated.
8. Include within all contracts or sub-agreements it executes in furtherance of its maintenance and operations responsibilities, a provision requiring its contractor(s) and consultants who are working within the Plaza and Renaissance Park to obtain any necessary licenses and permits including NPS permits, and to comply with any applicable Federal, state and municipal laws, codes and regulations in the performance of the activities or work authorized hereunder including but not limited to the National Environmental Policy Act and the Historic Preservation Act.
9. Ensure that any contractor authorized to perform work in Renaissance Park and/or Plaza shall be responsible for all damage to persons or property that occurs as a result of the

contractor's fault or negligence and indemnifies and holds harmless the City and NPS from and against any claims, obligations or liabilities that may arise out of or relate to the contractor's acts or omissions.

10. Provide for the safety of all persons who use the Plaza and Renaissance Park. The City shall take such steps as are necessary to insure a safe and healthful environment for its employees, volunteers, cooperators, program participants, and the general public.
11. Cooperate with the NPS in the investigation and defense of any claims that may be filed with the City and/or NPS arising out of the activities in Renaissance Park.
12. Provide access to the Plaza, at no cost to NPS and the General Public, during standard Plaza operating hours. This includes unlocking and locking access to the staircase and elevator, which provide access to the adjacent Renaissance Park. The City shall designate the hours of operation of the Plaza in its sole and absolute discretion. Until changed by the City, the Plaza shall be open daily from 8:00 A.M. to 4:00 P.M. from April 1 through November 30.
13. Comply with the terms of applicable laws, regulations and Government policies.
14. Obtain a special use permit or other appropriate approvals prior to undertaking activities in a park unit.

**C. For the Term of this Agreement NPS and the City jointly agree to:**

1. Participate in meetings, as needed, to foster close cooperation on agreement implementation, including meeting to discuss the roles in the maintenance and operation of the Park and the Plaza, as outlined in the respective annual Maintenance and Operation Plans.
2. Provide to each other a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.
3. Make a good faith effort to achieve the following specified goals and objectives during the term of this Agreement:
  - a) Ensure public access to Renaissance Park during its hours and seasons of operation.
  - b) Communicate maintenance needs when known incidents occur.
4. Work together in good faith to resolve differences within 30 days at the level of the Key Officials listed in this Agreement prior to elevating matters within the partner organizations or appealing elsewhere within NPS or the federal government.

5. Make timely decisions on matters necessary to properly implement and administer this Agreement.
6. Work in good faith to execute other legal instruments, as needed, in supplement to this Agreement necessary to meet the mutual objectives of the parties. Such agreements may include, without limitation, Fundraising Agreements, Partnership Agreements, and Cooperative Agreements.

#### **ARTICLE IV – Term of Agreement:**

Unless earlier terminated by operation of the terms of this General Agreement, or by agreement of the parties in writing, this GA will run for a period of five (5) years from the date of the final signature, unless otherwise terminated earlier according to ARTICLE V – Termination and Expiration.

The NPS and the City will meet prior to the termination of this agreement to discuss extension of the term of this agreement and any required modifications to the terms and conditions of this agreement.

#### **ARTICLE V – Termination and Expiration:**

**A. *Termination:***

Either party may terminate this Agreement for any reason by giving 60 days written notice. Neither party shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the 60 day period

**B. *Expiration:***

N/A.

#### **ARTICLE VI - Key Officials:**

Any notice, demand, waiver, approval or consent hereunder shall be in writing and shall be deemed duly served if (a) sent by hand, (b) mailed by registered or certified mail in any post office station or letter box in the continental United States, return receipt requested, or (c) sent by nationally recognized overnight courier.

1. If to City, addressed as follows:

**City Solicitor  
Scranton Municipal Building  
340 North Washington Avenue  
Scranton, PA 18503**

with a copy to:

**Business Administrator**



**City of Scranton  
Scranton Municipal Building  
340 North Washington Avenue  
Scranton, PA 18503**

2. If to NPS, addressed as follows:

**Superintendent  
Steamtown National Historic Site  
150 S. Washington Avenue  
Scranton, PA 18503**

with a copy to:

**Chief of Maintenance  
Steamtown National Historic Site  
150 S. Washington Avenue  
Scranton, PA 18503**

If any Key Official changes, the parties should be notified in within 30 days.

**ARTICLE VII – Prior Approval:**

The City shall obtain prior written approval and necessary permits from NPS before holding special events or activities within the Park, as specified in Article III, Section B, point 14.

**ARTICLE VIII – Liability and Insurance:**

The City shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of the City, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. The City shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by the City, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as agreed to by the parties, shall undertake the remedial work to repair or replace the damaged lands or property. The City will cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the City, its employees, agents, representatives or contractors (including any contractor's subcontractors).

The City shall maintain or cause to be maintained fire and extended coverage insurance in respect of the buildings and other improvements in the Plaza normally covered by such insurance for the benefit of the City. The fire and extended coverage insurance will be in the amount \$500,000.00. The City may also maintain in respect of the improvements to the Plaza any other forms and types of insurance

which City shall deem reasonable in its own judgment. The City shall have the right to provide any insurance maintained or caused to be maintained by it under blanket policies.

The City shall also maintain Commercial General Liability Insurance in respect of the Plaza and the conduct and operation of business therein, with the Developer and the United States as additional insureds, with limits of not less than \$2,000,000 combined single limit for bodily injury or death and property damage in any one occurrence. In addition, the City shall also have a Commercial Umbrella Policy of Insurance with limits of at least \$2,000,000.00

The City shall also maintain Worker's Compensation Insurance in amounts of the Statutory Limit and such insurance may be in the form of a self-insured fund as approved by the Commonwealth of Pennsylvania Department of Labor and Industry.

The City shall deliver to NPS any additional insured(s) certificates for such fully paid-for policies at least 10 days before the Commencement Date. City shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the City shall deliver to NPS any additional insured(s) certificates therefore at least 30 days before the expiration of any existing policy. All such policies shall be issued by companies of recognized responsibility licensed to do business in the Commonwealth of Pennsylvania and having a Best's Rating of at least A-VII. Such policies shall contain a provision whereby the same cannot be cancelled unless NPS is given at least 30 days' prior written notice of such cancellation.

#### **ARTICLE IX – Accounting and Reports:**

N/A.

#### **ARTICLE X – Property Utilization:**

**Intellectual Property:** As used herein, “Intellectual Property” means with respect to a party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such party's employees, taglines, and web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.

1. Neither party to this Agreement shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party's sole discretion. All uses by one party of the other party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other party on five (5) business

days' notice to such other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.

2. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.
3. Upon the termination of this Agreement all Intellectual Property of the Partner shall, to the extent such Intellectual Property are owned by the Partner and are transferable, shall become the property of NPS.

#### ARTICLE XI – General Provisions:

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

During performance under this Agreement, the City agrees to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin.

- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America, or the City to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- D. Lobbying with Appropriated Money: The City will not undertake activities, including lobbying for proposed City or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the Partner from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any non-Federal entity or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail the City's ability to interact with elected officials.

- E. Drug Free Workplace Act: The City certifies that comprehensive actions will be taken to ensure the workplace is drug-free.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- G. Assignment, Binding Effect: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- H. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- I. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- J. Disclaimers of Government Endorsement: The City will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.
- K. Public Release of Information: The City must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
- L. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the City and NPS.
- M. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the Foundation.
- N. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- O. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against

the party signing such counterpart, but which together shall constitute one and the same instrument.

- P. Agency: The City is not an agent or representative of the United States, the DOI, or the NPS, nor will the City represent itself as such to third parties.
- Q. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- R. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- S. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.
- T. Independent Parties: Nothing in this Agreement shall be construed as establishing a contractual or agency relationship between the NPS, City and any contractor or consultant of the Parties herein.
- U. Limitations: All operations conducted by the NPS under this Agreement shall be subject to the laws governing the NPS and the rules and regulations promulgated there under, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- V. Amendment: Modifications and additions to the provisions of this Agreement shall be made in writing and shall become effective only upon the written approval of both parties to this Agreement. Amendments must be dated and signed by the authorized representative to this Agreement.

## ARTICLE XII – Attachments:

- Attachment 1: Aerial Map of Steamtown NHS in relation to Renaissance Plaza
- Attachment 2: Close up Aerial of Renaissance Park and Plaza

**ARTICLE XIII – Signatures:**

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Agreement.

National Park Service

\_\_\_\_\_  
Deborah Conway, Superintendant  
Steamtown National Historic Site

\_\_\_\_\_  
Date

City of Scranton

\_\_\_\_\_  
Witness/Attest: City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Courtright, Mayor  
City of Scranton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roseann Novembrino,  
City Controller

\_\_\_\_\_  
Date

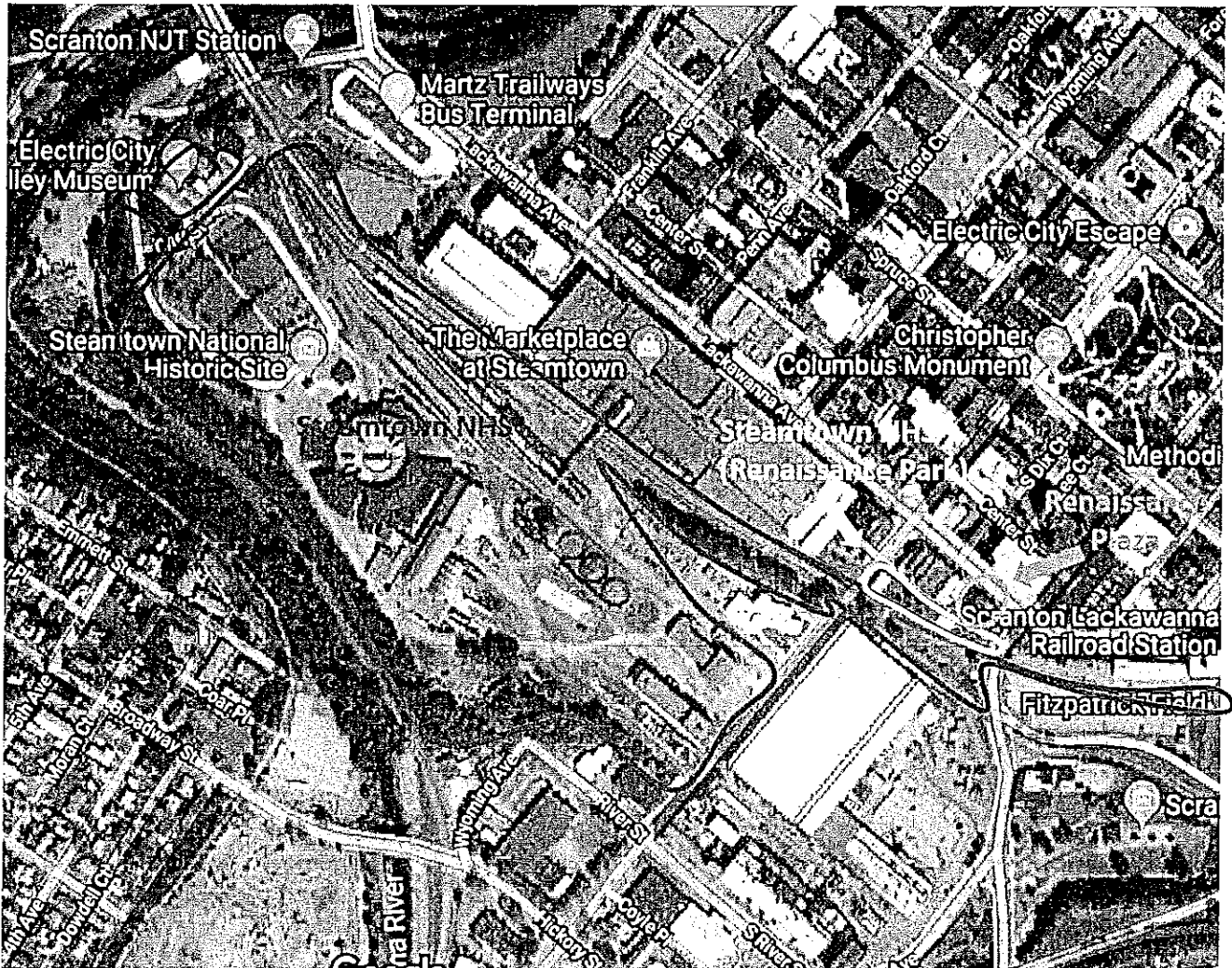
Approved as to Form:

\_\_\_\_\_  
Jessica Eskra, City Solicitor

\_\_\_\_\_  
Date

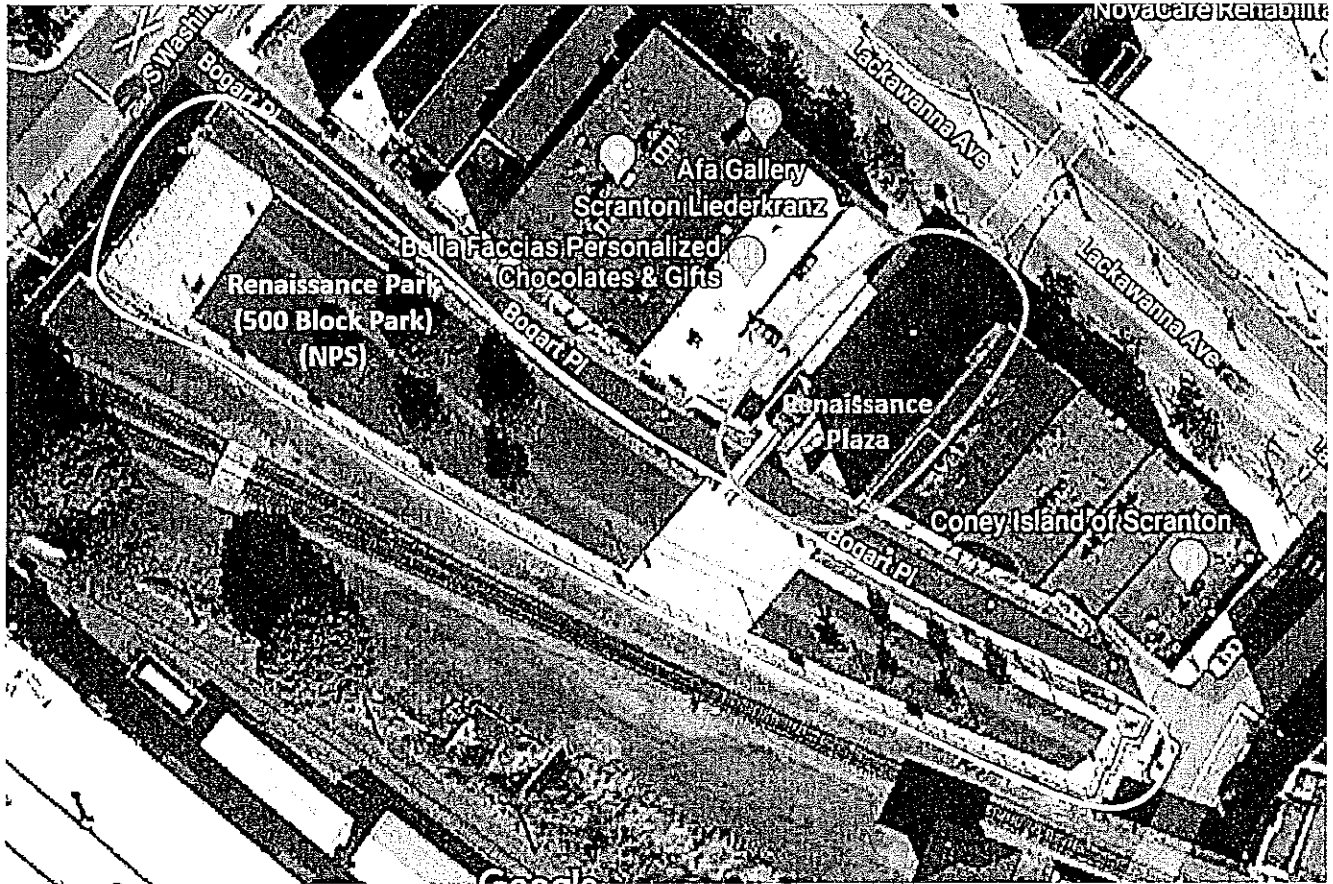
### Attachment 1: Aerial Map of Steamtown NHS in relation to Renaissance Plaza

The agreement between the City and the Park focuses on the areas in Yellow and Blue. The area in Red, which represents only the partial park boundary, is not subject of this agreement but is shown for orientation purposes. The boundaries shown are simplifications of the actual boundaries, to be used for general orientation only.



**Attachment 2: Close up Aerial of Renaissance Park and Plaza**

The photo below depicts the general orientation of Renaissance Park to Renaissance Plaza, including the bridge over Bogart Place (road).







DEPARTMENT OF LAW

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

June 1, 2018

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

RECEIVED  
JUN 01 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THIS GENERAL AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON, PENNSYLVANIA THROUGH ITS OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT ( THE "CITY") AND THE U.S. DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE, STEAMTOWN NATIONAL HISTORIC SITE (THE "PARK") REGARDING THE MAINTENANCE RESPONSIBILITIES FOR THE IMPROVEMENTS MADE TO RENAISSANCE PARK, AND THE RESPONSIBILITIES OF NPS TO OPERATE AND MAINTAIN RENAISSANCE PARK FOR PUBLIC USE AND ENJOYMENT AND FOR THE CITY TO PROVIDE ACCESS TO RENAISSANCE PARK THROUGH THE PLAZA VIA THE STAIRS, BRIDGE AND ELEVATOR.

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 GENERAL MAINTENANCE AGREEMENT BY AND BETWEEN RENAISSANCE AT 500 CONDOMINIUM ASSOCIATION (THE "ASSOCIATION") AND THE CITY OF SCRANTON, PENNSYLVANIA THROUGH ITS OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT (THE "CITY") REGARDING THE MAINTENANCE RESPONSIBILITIES FOR THE IMPROVEMENTS PROPOSED TO THE PLAZA AS WELL AS TO AUTHORIZE THE CITY AND ASSOCIATION TO OPERATE AND MAINTAIN THE PLAZA FOR PUBLIC USE AND ENJOYMENT IN COOPERATION WITH EACH OTHER.**

WHEREAS, Steamtown National Historic Site is a national park in the City of Scranton located adjacent to the 300-500 Blocks of Lackawanna Avenue in the City's downtown; and

WHEREAS, the City and Renaissance at 500 Condominium Association in conjunction with the Commonwealth of Pennsylvania, entered into an agreement for the revitalization and rehabilitation of the 500 Block of Lackawanna Avenue;

WHEREAS, the purpose of the project is to rehabilitate and adaptively reuse historic buildings and the streetscape along the 500 block of Lackawanna Avenue in downtown Scranton (the "Project"), and includes:

- The renovation of a underused and largely disconnected and inaccessible area of the Park referred to as the "China Wall," a 25' retaining wall that runs parallel to Bogart Place (road) and a small elevated strip of former railroad right-of-way; and
- Improvements to a vacant parcel of land in the 500 Block of Lackawanna Avenue that the developer has improved with an elevator, stairs and a bridge over Bogart Place (road) to the China Wall.

The rehabilitated area formerly known as the China Wall will be known as "Renaissance Park," and the rehabilitated lot beside Bogart Place will be known as "Renaissance Plaza" ("the Plaza").

The elevator, stairs and bridge, to be operated by the City, will permit access to Renaissance Park from the Plaza.

Maps of Renaissance Park and the Plaza are attached.

WHEREAS, this Agreement pertains only to the management and maintenance responsibilities proposed to the Plaza, as well as to authorize the City and Association to operate and maintain the Plaza for public use and enjoyment in cooperation with each other; and

WHEREAS, the City and Renaissance at 500 Condominium Association desire to enter into the General Maintenance Agreement for maintenance of the Plaza per the terms and condition 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 General Maintenance Agreement by and between the City of Scranton, Pennsylvania and Renaissance at 500 Condominium Association regarding the maintenance responsibilities for the improvements proposed to the Plaza, as well as to authorize the City and Association to operate and maintain the Plaza for public use and enjoyment in cooperation with each other.

**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.

**GENERAL MAINTENANCE AGREEMENT**  
**BETWEEN**  
**RENAISSANCE AT 500 CONDOMINIUM ASSOCIATION**  
**AND**  
**THE CITY OF SCRANTON, PENNSYLVANIA**

THIS GENERAL MAINTENANCE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between Renaissance at 500 Condominium Association (the "Association") and the City of Scranton, Pennsylvania through its Office of Economic and Community Development (the "City")

**WHEREAS**, the Steamtown National Historic Site (the "Park") is a national park in the City of Scranton located adjacent to the 300- 500 Blocks of Lackawanna Avenue in the City's downtown;

**WHEREAS**, the Comprehensive Management Plan of Steamtown National Historic Site, a unit of the National Park Service ("NPS"), provides that the NPS should work with the City through partnerships and cooperative efforts to foster the preservation of related historic sites;

**WHEREAS**, the Comprehensive Management Plan specifically references the importance of the historic structures on Lackawanna Avenue which adjoin the Park, and other Park planning documents also recognize the Park's important contribution to the community of Scranton, including the Railroad Yard, Design Program & Interpretive Concept Plan (1989) which states that it is the NPS's intent to "to recognize the site's urban context and encourage local use, as well as regional and national use."

**WHEREAS**, the City and 500 Lackawanna Development Company, LLC (the "Developer"), in conjunction with the Commonwealth of Pennsylvania, entered into an agreement for the revitalization and rehabilitation of the 500 Block of Lackawanna Avenue to rehabilitate and adaptively reuse historic buildings and the streetscape along the 500 block of Lackawanna Avenue in downtown Scranton (the "Project") that included the exterior renovation of eight (8) buildings, improvements to two vacant lots and to Bogart Court, and an alley running parallel to the rear of the buildings.

**WHEREAS**, also included within the Project is the renovation of an underused largely disconnected, and inaccessible area of the Park referred to as the "China Wall," a 25' retaining wall that runs parallel to Bogart Court and a small elevated strip of former railroad right-of-way;

**WHEREAS**, the China Wall is overgrown with weeds and littered with debris and it is an underutilized area of the Park;

**WHEREAS**, the need for and purpose of the proposed improvements to the China Wall area are readily apparent as the China Wall area is not accessible from the rest of the Park and the Project will,

through what is currently a vacant parcel located in the middle of the 500 block of Lackawanna Avenue, provide visitor access to the China Wall area directly from Lackawanna Avenue;

**WHEREAS**, the Project also included various improvements to a vacant parcel of land in the 500 Block of Lackawanna Avenue which Developer has improved with streetscape, fencing, an elevator, stairs and a bridge over Bogart Court (the "Plaza");

**WHEREAS**, the elevator, stairs, and bridge permit access to the Park's China Wall area from the street;

**WHEREAS**, this Agreement pertains only to the management and maintenance responsibilities for the improvements proposed to the Plaza, as well as to authorize the City and Association to operate and maintain the Plaza for public use and enjoyment in cooperation with each other;

**WHEREAS**, the China Wall Project is defined as having two distinct areas: The Park and Plaza (the "China Wall Project Area"). The Plaza consists of the area formerly known as the "China Wall," a 25' retaining wall that runs parallel to Bogart Place and a small elevated strip of former railroad right-of-way. The Park is the Renaissance Park owned by the Federal Government and subject to a separate agreement between the City and the U.S. Department of Interior National Park Service.;

**WHEREAS**, the City and Association have management and maintenance responsibility for the Plaza as delineated herein; and

**WHEREAS**, due to the separate ownership interests in the Park and Plaza, this Agreement is necessary to outline the respective obligations of the City and Association for maintaining and operating the Plaza for the overall enjoyment and benefit of the general public;

**WHEREAS**, in furtherance of the Project, the City, through its Redevelopment Authority, granted various easements to the Association for ingress, egress and regress for pedestrian traffic in, to, over and upon certain designated portions of the Plaza and for Association's encroachments upon City's Property from the projection of cornices and balconies beyond Association's property (collectively the "Easements") (A true and correct copy of the Easement Agreement is attached hereto as Exhibit "A.");

**NOW THEREFORE**, for good and valuable consideration and intending to be mutually bound hereby, the City and Association agree as follows:

**1. OBLIGATIONS AND UNDERSTANDINGS.**

**A. CITY RESPONSIBILITIES.**

**1. MAINTENANCE AND OPERATION OF THE PLAZA .** The City shall assume all ongoing and recurring maintenance requirements, maintenance work, improvements and replacements and funding for all maintenance, improvement and replacements in the Plaza limited solely to the following:

- a. the elevator, elevator tower, and anything related to the operation of the elevator for public use;
- b. the bridge over Bogart Court from the Plaza to its connection to the Park;
- c. the stairway from the Plaza to the bridge;
- d. the pendant lights over Bogart Court;
- e. the historic backlit sign; and
- f. Mechanical, plumbing and electrical distribution systems used in operating and maintaining items (a)-(f) above and located in the mechanical room adjacent to the elevator under the Plaza.

In addition to these responsibilities the City shall also provide, at no cost to Association, water at the Plaza, and electricity at the Plaza and Park and for the Pendant lights over Bogart Place and the historic backlit sign. The City shall not have any responsibility to install any lights, light standards, electrical service panels or any other material, including bulbs in either the Plaza or Park. The City's obligation hereunder is merely to supply the electrical current and water supply and to pay for the same. Notwithstanding the above, the City is responsible to maintain and replace the bulbs for the Pendant Lights and the Historic Backlit Sign.

The City will use its best efforts to convert the pendant lights over Bogart Place and the lights in the Plaza and Park to LED lights, but it shall be under no obligation to do so.

a.. The City agrees to provide and assume sole responsibility for, including all required funding, all emergency response services, i.e. fire and law enforcement, services, for the Plaza.

b.. The City recognizes and acknowledges that any agreement the City proposes to enter into with any third party in furtherance of maintenance and management activities hereunder which effect Association's operations or property shall be subject to advance approval, which shall not be unreasonably withheld.

c. The City is authorized to enter into agreements with other individuals and entities for the use of the Plaza to conduct programs, so long as such use does not conflict with the use of the Plaza by the Association its residents and/or tenants. All sub-agreements issued by the City shall be subject to the terms and conditions of this Agreement and the Easement granted to the Developer and the Association

d. The City shall include within all contracts or sub-agreements it executes in furtherance of its cooperative management activities, a provision requiring its contractor(s) and consultants who are working within the Plaza, to obtain any necessary licenses and permits and to

comply with any applicable Federal, state and municipal laws, codes and regulations in the performance of the activities or work authorized hereunder.

e. The City shall ensure that any contractor authorized to perform work in the Plaza shall be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence. All contractors must indemnify and hold harmless the City for any injuries to persons or property.

f. The City shall provide for the safety of all persons who use the Plaza. The City shall take such steps as are necessary to insure a safe and healthful environment for its employees, volunteers, cooperators, program participants, and the general public.

g. The City and Association shall conduct safety and maintenance inspections of the Plaza and related assets on a quarterly schedule. Other inspections may be scheduled more frequently as deemed necessary.

h. The City and Association shall provide to each other a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.

i. The City shall provide Association, its residents, tenants access to the Plaza in accordance with the Easement and the terms of this Agreement at no cost to the Association, its residents or tenants. The City shall provide the Association, its residents, tenants and General Public access to the Elevator, Stairs, and Bridge at no cost to the Association, its residents, tenants, and the General Public at all times and during the hours the Park is open. The City shall designate the hours of operation of the Elevator, Stairs, and Bridge in its sole and absolute discretion. Until changed by the City, the Elevator, Stairs, and Bridge shall be open daily from 8:00 A.M. to 4:00 P.M.

## **B. -ASSOCIATION'S RESPONSIBILITIES**

1. Association shall be responsible for all other maintenance in the Plaza not already assumed by the City herein. Association's maintenance responsibilities include, but are not limited to the following:

1. Keeping the Plaza free of debris and trash;
2. Refuse removal;
2. Snow and ice removal;
3. Opening and closing the Plaza, Elevator and Stairs on a daily basis;

4. General Custodial Maintenance of utility room under the Plaza; and
- 5.
5. The Association shall designate the hours of operation of the streetscape within the Plaza in its sole and absolute discretion. Notwithstanding the foregoing the parties agree that at a minimum the streetscape within the Plaza shall be open daily from 8:00 A.M. to 4:00 P.M. to allow access to the Park.

**2. TERM OF AGREEMENT.** The term of this agreement shall be for ten (10) years from the date of the last signature. This agreement may be extended for an additional ten (10) years by mutual agreement of Association and City. Association and the City will meet prior to the termination of this agreement to discuss extension of the term of this agreement and any required modifications to the terms and conditions of this agreement.

**3. INSURANCE BY CITY.**

The City shall maintain or cause to be maintained fire and extended coverage insurance in respect of the buildings and other improvements in the Plaza normally covered by such insurance for the benefit of the City. The fire and extended coverage insurance will be in the amount \$500,000.00. The City may also maintain with respect to the improvements to the Plaza any other forms and types of insurance which City shall deem reasonable in its own judgment. City shall have the right to provide any insurance maintained or caused to be maintained by it under blanket policies.

The City shall also maintain Commercial General Liability Insurance with respect to the Plaza and the conduct and operation of business therein, with the Association as an additional insured, with limits of not less than \$2,000,000 combined single limit for bodily injury or death and property damage in any one occurrence. In addition, the City shall also have a Commercial Umbrella Policy of Insurance with limits of at least \$2,000,000.00

The City shall also maintain Worker's Compensation Insurance in amounts compliant with the Statutory Limit and such insurance may be in the form of a self insured fund as approved by the Commonwealth of Pennsylvania Department of Labor and Industry.

The City shall deliver to Association any additional insured(s) certificates for such fully paid-for policies at least ten (10) days before the Commencement Date. City shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the City shall deliver to Association any additional insured(s) certificates therefor at least thirty (30) days before the expiration of any existing policy. All such policies shall be issued by companies of recognized responsibility licensed to do business in the Commonwealth of Pennsylvania and having a Best's Rating of at least A-VII. Such policies shall contain a provision whereby the same cannot be cancelled unless Association is given at least thirty (30) days' prior written notice of such cancellation.

**4. INSURANCE BY ASSOCIATION.**



The Association shall maintain or cause to be maintained fire and extended coverage insurance in respect of the buildings and other improvements in the Plaza normally covered by such insurance for the benefit of the Association. The fire and extended coverage insurance will be in the amount \$500,000.00. The Association may also maintain with respect to the improvements to the Plaza any other forms and types of insurance which Association shall deem reasonable in its own judgment. Association shall have the right to provide any insurance maintained or caused to be maintained by it under blanket policies.

The Association shall also maintain Commercial General Liability Insurance with respect to the Plaza and the conduct and operation of business therein, with City as an additional insured, with limits of not less than \$2,000,000 combined single limit for bodily injury or death and property damage in any one occurrence. In addition, the Association shall also have a Commercial Umbrella Policy of Insurance with limits of at least \$2,000,000.00

The Association shall also maintain Worker's Compensation Insurance in amounts compliance with the Statutory Limit and such insurance may be in the form of a self insured fund as approved by the Commonwealth of Pennsylvania Department of Labor and Industry.

The Association shall deliver to City any additional insured(s) certificates for such fully paid-for policies at least ten (10) days before the Policy's Commencement Date. Association shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Association shall deliver to City any additional insured(s) certificates at least thirty (30) days before the expiration of any existing policy. All such policies shall be issued by companies of recognized responsibility licensed to do business in the Commonwealth of Pennsylvania and having a Best's Rating of at least A-VII. Such policies shall contain a provision whereby the same cannot be cancelled unless City is given at least thirty (30) days' prior written notice of such cancellation.

## **5. INDEMNIFICATION.**

### **A. City Indemnification of Association.**

The City shall defend and indemnify Association and the City shall hold Association harmless from and against (i) any and all injuries, losses, claims, actions, damages, liabilities and expenses (including, without limitation, attorneys' fees and expenses) arising from, related to, or in connection with the City's maintenance, use, or occupancy of the Plaza, or the conduct or operation of business therein or any default in the performance of any obligation of City under this Agreement and (ii) any acts, omissions or negligence of City or any of its agents, employees, contractors, servants, invitees, or licensees in or about the Plaza. The Association shall not be liable or responsible for, and City hereby releases Association from all liability or responsibility to City or any person claiming by, through or under City by way of subrogation or otherwise, for any injury, loss, or damage to any person or property in or around the Plaza irrespective of the cause of such injury, loss, or damage. City shall require its insurer(s) to include in all of City's insurance policies which could give rise to a right of subrogation against Association a clause or endorsement whereby the insurer(s) shall waive any rights of subrogation against Association. Such waiver shall in no way be construed or interpreted to limit or restrict any indemnity or other waiver made by City under the terms of this Agreement.

## **B. Association Indemnification of City**

The Association shall defend and indemnify City and the Association shall hold City harmless from and against (i) any and all injuries, losses, claims, actions, damages, liabilities, and expenses (including, without limitation, attorneys' fees and expenses) arising from, related to, or in connection with the Association's maintenance, use, or occupancy of the Plaza, or the conduct or operation of business therein, or any default in the performance of any obligation of Association under this Agreement and (ii) any acts, omissions or negligence of Association or any of its agents, employees, contractors, servants, invitees, or licensees in or about the Plaza. City shall not be liable or responsible for, and Association hereby releases City from all liability or responsibility to Association or any person claiming by, through, or under Association by way of subrogation or otherwise, for any injury, loss or damage to any person or property in or around the Plaza irrespective of the cause of such injury, loss or damage. Association shall require its insurer(s) to include in all of Association's insurance policies which could give rise to a right of subrogation against City a clause or endorsement whereby the insurer(s) shall waive any rights of subrogation against City. Such waiver shall in no way be construed or interpreted to limit or restrict any indemnity or other waiver made by Association under the terms of this Agreement.

**6. UNAVOIDABLE DELAY.** The time for City and Association to perform any of its obligations hereunder may be extended by the unanimous agreement of the other Parties hereto without notice if and to the extent that the performance thereof shall be prevented due to any strikes, lockouts, civil commotions, warlike operations, invasions, rebellions, hostilities, military or usurped power, governmental regulations or controls, inability to obtain labor or materials despite due diligence, acts of God, or other causes beyond the reasonable control of Landlord.

**7. NOTICES.** Any notice, demand, waiver, approval or consent hereunder shall be in writing and shall be deemed duly served if (a) sent by hand, (b) mailed by registered or certified mail in any post office station or letter box in the continental United States, return receipt requested, or (c) sent by nationally recognized overnight courier,

(i) if to City addressed as follows:

City Solicitor  
Scranton Municipal Building  
340 North Washington Avenue  
Scranton, PA 18503

with a copy to

Business Administrator  
City of Scranton  
Scranton Municipal Building  
340 North Washington Avenue  
Scranton, PA 18503

if to Association addressed as follows:

Renaissance at 500 Condominium Association  
Attention: Don Rinaldi  
538 Spruce Street, Suite 618  
Scranton, PA 18503

Such notice, demand, waiver, approval or consent shall be deemed served when delivered if sent by hand, three (3) business days after mailing if sent by certified or registered mail and one (1) business day after sending if sent by overnight courier.

**8. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute but one Agreement.

**9. JURISDICTION.** It is agreed that this Agreement will be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and jurisdiction concerning any matter/issue involving this Agreement or otherwise be vested in the United States District Court for the Middle District of Pennsylvania or the Court of Common Pleas of Lackawanna County, Pennsylvania.

**10. SURVIVAL.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed, after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of this Agreement and in connection with this Agreement, shall survive expiration or termination of this Agreement.

**11. PARTIAL INVALIDITY.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**12. EFFECTIVE DATE** This Agreement shall be effective when executed by all parties.

**13. FUNDING REQUIREMENT.** This Agreement and the obligations of the City hereunder are subject to the availability of funding and nothing contained herein shall be construed as binding the City to expend in any one fiscal year any sum in excess of appropriations made by the City or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the City in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

**14. INDEPENDENT PARTIES.** Nothing in this Agreement shall be construed as establishing a contractual or agency relationship between the City and Association and any contractor or consultant of the Parties herein.

**15. AMENDMENT.** Modifications and additions to the provisions of this Agreement shall be made in writing and shall become effective only upon the written approval of both parties to this Agreement. Amendments must be dated and signed by the authorized representative to this Agreement.

**16. MERGER.** This Agreement, including any attachments to hereto, and or documents incorporated by reference herein, contains the sole and entire agreement of the parties.

**17. WAIVER.** Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.

**18. CAPTIONS AND HEADINGS.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

**IN WITNESS WHEREOF,** City and Association have hereunto executed this Agreement as of the day and year first above written.

**CITY OF SCRANTON**

WITNESS/ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
WILLIAM COURTRIGHT, MAYOR

\_\_\_\_\_  
ROSEANN NOVEMBRINO, CONTROLLER

APPROVED AS TO FORM:

\_\_\_\_\_  
Jessica Eskra, CITY SOLICITOR

\_\_\_\_\_

RENAISSANCE AT 500 CONDOMINIUM ASSOCIATIO  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_



DEPARTMENT OF LAW

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

June 1, 2018

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

RECEIVED  
JUN 01 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THIS GENERAL MAINTENANCE AGREEMENT BY AND BETWEEN RENAISSANCE AT 500 CONDOMINIUM ASSOCIATION (THE "ASSOCIATION") AND THE CITY OF SCRANTON, PENNSYLVANIA THROUGH ITS OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT (THE "CITY") REGARDING THE MAINTENANCE RESPONSIBILITIES FOR THE IMPROVEMENTS PROPOSED TO THE PLAZA AS WELL AS TO AUTHORIZE THE CITY AND ASSOCIATION TO OPERATE AND MAINTAIN THE PLAZA FOR PUBLIC USE AND ENJOYMENT IN COOPERATION WITH EACH OTHER.

Respectfully,

*Jessica L. Eskra* (8)  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RESOLUTION NO. \_\_\_\_\_

2018

**RE-APPOINTMENT OF PAUL DEANTONA, 333 NORTH SUMNER AVENUE, SCRANTON, PENNSYLVANIA 18504, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE MAY 17, 2018. MR. DEANTONA'S PRIOR TERM EXPIRED ON JUNE 17, 2016, AND WAS HELD OVER TO MAY 17, 2018, AND HIS NEW TERM WILL EXPIRE JUNE 17, 2019.**

WHEREAS, Paul DeAntona's term on the Scranton Municipal Recreation Authority expired on June 17, 2016 and was held over to May 17, 2018; and

WHEREAS, the Mayor of the City of Scranton desires to re-appoint Paul DeAntona as a member of the Scranton Municipal Recreation Authority, effective May 17, 2018 and his new term will expire June 17, 2019; and

WHEREAS, Paul DeAntona has the requisite experience, education, and training necessary to serve on the Scranton Municipal Recreation Authority.

NOW, THEREFORE, BE IT RESOLVED that Paul DeAntona, 333 North Sumner Avenue, Scranton, PA, is hereby re-appointed as a member of the Scranton Municipal Recreation Authority effective May 17, 2018, and his new term will expire on June 17, 2019.

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

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

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



OFFICE OF THE MAYOR

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

May 17, 2018

Honorable Council of the City of Scranton  
340 N. Washington Ave.  
Scranton, PA 18503

Re: Scranton Municipal Recreation Authority Re-Appointment

Dear Council Members:

Please be advised that I am reappointing Paul DeAntona, 333 N. Sumner Avenue, Scranton, Pennsylvania 18504 as a member of the Scranton Municipal Recreation Authority effective May 17, 2018.

Mr. DeAntona's term expired June 17, 2016 and was held over to May 17, 2018 his new term will expire on June 17, 2019.

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

Sincerely,



William L. Courtright

WLC/mm

CC: Scranton Municipal Recreation Authority  
Jessica Eskra, Esq., City Solicitor  
David Bulzoni, Business Administrator  
Paul DeAntona



DEPARTMENT OF LAW

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

June 1, 2018

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

RECEIVED

JUN 01 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RE-APPOINTMENT OF PAUL DEANTONA, 333 NORTH SUMNER AVENUE, SCRANTON, PENNSYLVANIA 18504, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE MAY 17, 2018. MR. DEANTONA'S PRIOR TERM EXPIRED ON JUNE 17, 2016, AND WAS HELD OVER TO MAY 17, 2018, AND HIS NEW TERM WILL EXPIRE JUNE 17, 2019.

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

Respectfully,

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

JLE/sl



RESOLUTION NO. \_\_\_\_\_

2018

**RE-APPOINTMENT OF EMANUEL JOHNSON, 1007 SCRANTON STREET, SCRANTON, PENNSYLVANIA 18504, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE MAY 17, 2018. MR. JOHNSON'S PRIOR TERM EXPIRED ON DECEMBER 31, 2017, AND WAS HELD OVER TO MAY 17, 2018, AND HIS NEW TERM WILL EXPIRE DECEMBER 31, 2022.**

**WHEREAS**, Emanuel Johnson's term on the Scranton Municipal Recreation Authority expired on December 31, 2017 and was held over to May 17, 2018; and

**WHEREAS**, the Mayor of the City of Scranton desires to re-appoint Emanuel Johnson as a member of the Scranton Municipal Recreation Authority, effective May 17, 2018 and his new term will expire December 31, 2022; and

**WHEREAS**, Emanuel Johnson has the requisite experience, education, and training necessary to serve on the Scranton Municipal Recreation Authority.

**NOW, THEREFORE, BE IT RESOLVED** that Emanuel Johnson, 1007 Scranton Street, Scranton, PA, is hereby re-appointed as a member of the Scranton Municipal Recreation Authority effective May 17, 2018, and his new term will expire on December 31, 2022.

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

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

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



OFFICE OF THE MAYOR

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

May 17, 2018

Honorable Council of the City of Scranton  
340 N. Washington Ave.  
Scranton, PA 18503

Re: Scranton Municipal Recreation Authority Re-Appointment

Dear Council Members:

Please be advised that I am reappointing Emanuel Johnson, 1007 Scranton Street, Scranton, Pennsylvania 18504 as a member of the Scranton Municipal Recreation Authority effective May 17, 2018.

Mr. Johnson's term expired December 31, 2017 and was held over to May 17, 2018 his new term will expire on December 31, 2022.

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

Sincerely,

A handwritten signature in black ink, appearing to read "W. Courtright".

William L. Courtright

WLC/mm

CC: Scranton Municipal Recreation Authority  
Jessica Eskra, Esq., City Solicitor  
David Bulzoni, Business Administrator  
Emanuel Johnson



DEPARTMENT OF LAW

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

June 1, 2018

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

RECEIVED

JUN 01 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RE-APPOINTMENT OF EMANUEL JOHNSON, 1007 SCRANTON STREET, SCRANTON, PENNSYLVANIA 18504, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE MAY 17, 2018. MR. JOHNSON'S PRIOR TERM EXPIRED ON DECEMBER 31, 2017, AND WAS HELD OVER TO MAY 17, 2018, AND HIS NEW TERM WILL EXPIRE DECEMBER 31, 2022.

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

Respectfully,

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

JLE/sl

RESOLUTION NO. \_\_\_\_\_

2018

**RE-APPOINTMENT OF MICHAEL WILLIAMS, 1505 COURT STREET, SCRANTON, PENNSYLVANIA 18508, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE MAY 17, 2018. MR. WILLIAMS PRIOR TERM EXPIRED ON DECEMBER 31, 2017, AND WAS HELD OVER TO MAY 17, 2018, AND HIS NEW TERM WILL EXPIRE DECEMBER 31, 2022.**

**WHEREAS**, Michael Williams’

term on the Scranton Municipal Recreation Authority expired on December 31, 2017 and was held over to May 17, 2018; and

**WHEREAS**, the Mayor of the City of Scranton desires to re-appoint Michael Williams as a member of the Scranton Municipal Recreation Authority, effective May 17, 2018 and his new term will expire December 31, 2022; and

**WHEREAS**, Michael Williams has the requisite experience, education, and training necessary to serve on the Scranton Municipal Recreation Authority.

**NOW, THEREFORE, BE IT RESOLVED** that Michael Williams, 1505 Court Street, Scranton, PA, is hereby re-appointed as a member of the Scranton Municipal Recreation Authority effective May 17, 2018, and his new term will expire on December 31, 2022.

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

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

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



OFFICE OF THE MAYOR

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

May 17, 2018

Honorable Council of the City of Scranton  
340 N. Washington Ave.  
Scranton, PA 18503

Re: Scranton Municipal Recreation Authority Re-Appointment

Dear Council Members:

Please be advised that I am reappointing Michael Williams, 1505 Court Street, Scranton, Pennsylvania 18508 as a member of the Scranton Municipal Recreation Authority effective May 17, 2018.

Mr. Williams' term expired December 31, 2017 and was held over to May 17, 2018 his new term will expire on December 31, 2022.

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

Sincerely,



William L. Courtright

WLC/mm

CC: Scranton Municipal Recreation Authority  
Jessica Eskra, Esq., City Solicitor  
David Bulzoni, Business Administrator  
Michael Williams



DEPARTMENT OF LAW

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

June 1, 2018

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

RECEIVED

JUN 01 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RE-APPOINTMENT OF MICHAEL WILLIAMS, 1505 COURT STREET, SCRANTON, PENNSYLVANIA 18508, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE MAY 17, 2018. MR. WILLIAMS PRIOR TERM EXPIRED ON DECEMBER 31, 2017, AND WAS HELD OVER TO MAY 17, 2018, AND HIS NEW TERM WILL EXPIRE DECEMBER 31, 2022.

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

Respectfully,

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

JLE/sl

RESOLUTION NO. \_\_\_\_\_

2018

**ACCEPTING A FIVE HUNDRED (\$500.00) DOLLAR DONATION FROM KANE  
WAREHOUSING GIVEN TO THE CITY OF SCRANTON POLICE DEPARTMENT  
SPECIAL OPERATIONS GROUP.**

WHEREAS, Kane Warehousing presented a \$500.00 check to the City of Scranton Police Department Special Operations Group which will be used to purchase equipment for the Special Operations Group. This donation will be deposited into Special City Account No. 02.229550 entitled "Public Safety/Police Grants"; and

WHEREAS, it is in the best interest of the City to accept this donation to purchase equipment for the Special Operations Group.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the donation of \$500.00 from Kane Warehousing is hereby accepted to be deposited into Special City Account No. 02.229550 "Public Safety/Police Grants" for the purchase of equipment for the Special Operations Group.

**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.

# Scranton Police Department

Superintendent of Police

Chief Carl R. Graziano

Scranton Police Headquarters  
100 South Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 558-8300  
Email: [cgraziano@scrantonpa.gov](mailto:cgraziano@scrantonpa.gov)



## Be Part of The Solution

SCRANTON

May 29, 2018

Attorney Jessica Eskra  
Solicitor  
City of Scranton

Attorney Eskra,

Please find the attached copy of a check that was given as a donation from Kane Warehousing to the Scranton Police Department Special Operations Group. Can you please have legislation drafted to council to formally accept this donation? Thank you and please feel free to contact me if you have any questions and/or would like to discuss this further.

Sincerely,

A handwritten signature in black ink, appearing to be "C. Graziano", written over the printed name.

Chief Carl R. Graziano



Entity ID	Entity Name	Document Number	Date	Amount	Discount	Paid Amount
01	Kane Warehousing	DONATION2018	05/04/2018	\$500.00		\$500.00
				\$500.00		\$500.00
				\$500.00		\$500.00

Mountain Top Financial, LP  
PO Box 931  
Scranton, PA 18501-0931

Citizens Bank, NA  
1 Citizens Drive  
Riverside, RI 02915

5-7017/2110

May 7, 2018 00006860  
DATE CHECK NO.

Pay Five Hundred Dollars And 00 Cents

\$500.00

to the Order of:

City of Scranton Police Department  
100 South Washington Avenue  
Scranton, PA 18503

*M. Ash*

00006860

2110701751 1330245471

\*See Other Side For Opening Instructions\*

Mountain Top Financial, LP  
PO Box 931  
Scranton, PA 18501-0931

City of Scranton Police Department  
100 South Washington Avenue  
Scranton, PA 18503



DEPARTMENT OF LAW

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

June 1, 2018

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

RECEIVED

JUN 01 2018

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING A FIVE HUNDERD (\$500.00)  
DOLLAR DONATION FROM KANE WAREHOUSING GIVEN TO THE CITY OF  
SCRANTON POLICE DEPARTMENT SPECIAL OPERATIONS GROUP.

Respectfully,

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

JLE/sl

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: 570-348-4180 • 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

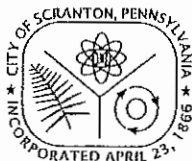
C Dennis Gallagher, Director, Department of Public Work  
Lori Reed, City Clerk  
Carl Graziano, Chief of Police, SPD  
Captain Dennis S. Lukasewicz, SPD  
Corporal David Mitchell, SPD  
QA/QC C. File

# 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.

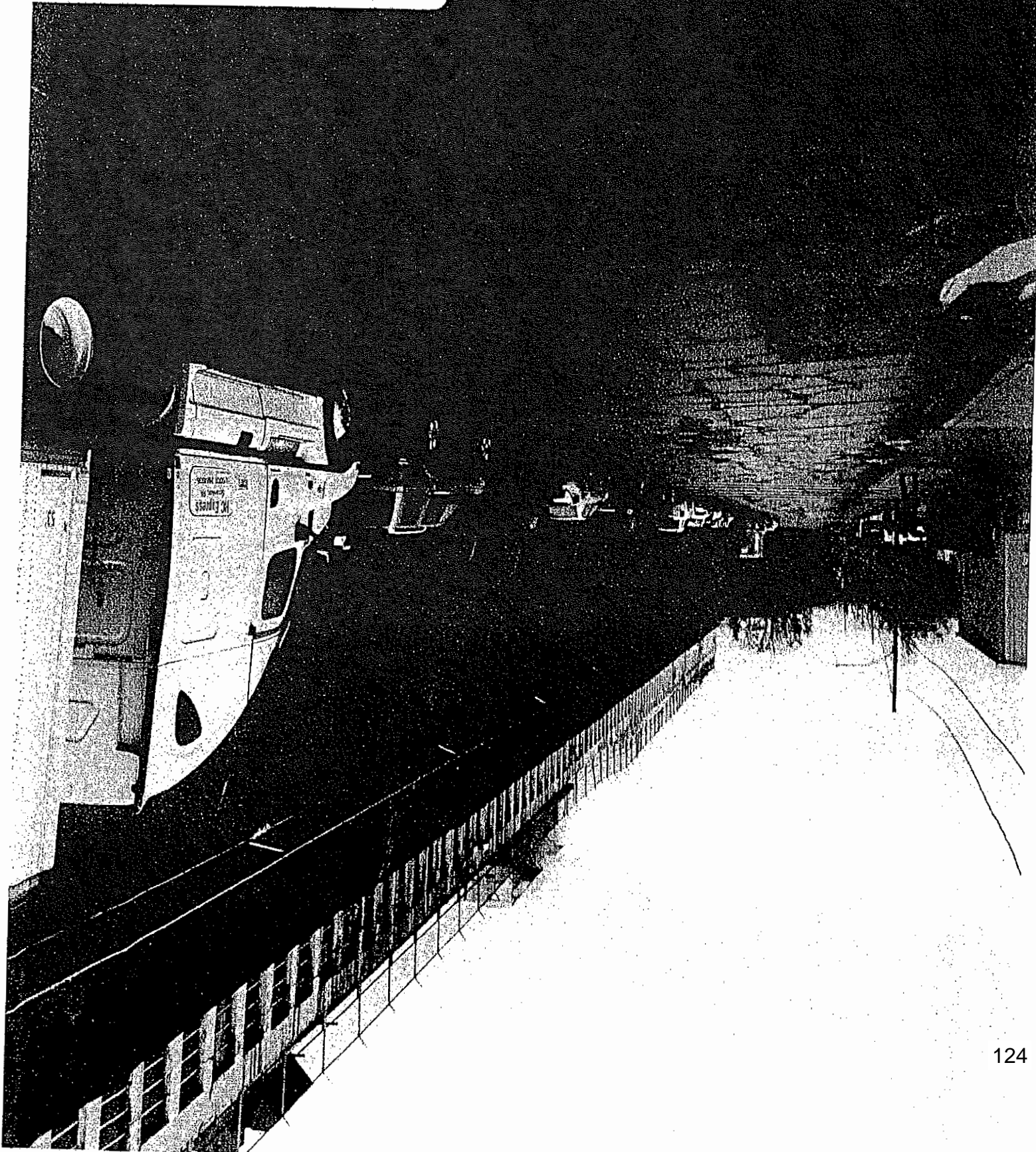
Sincerely,

Lori Reed  
City Clerk

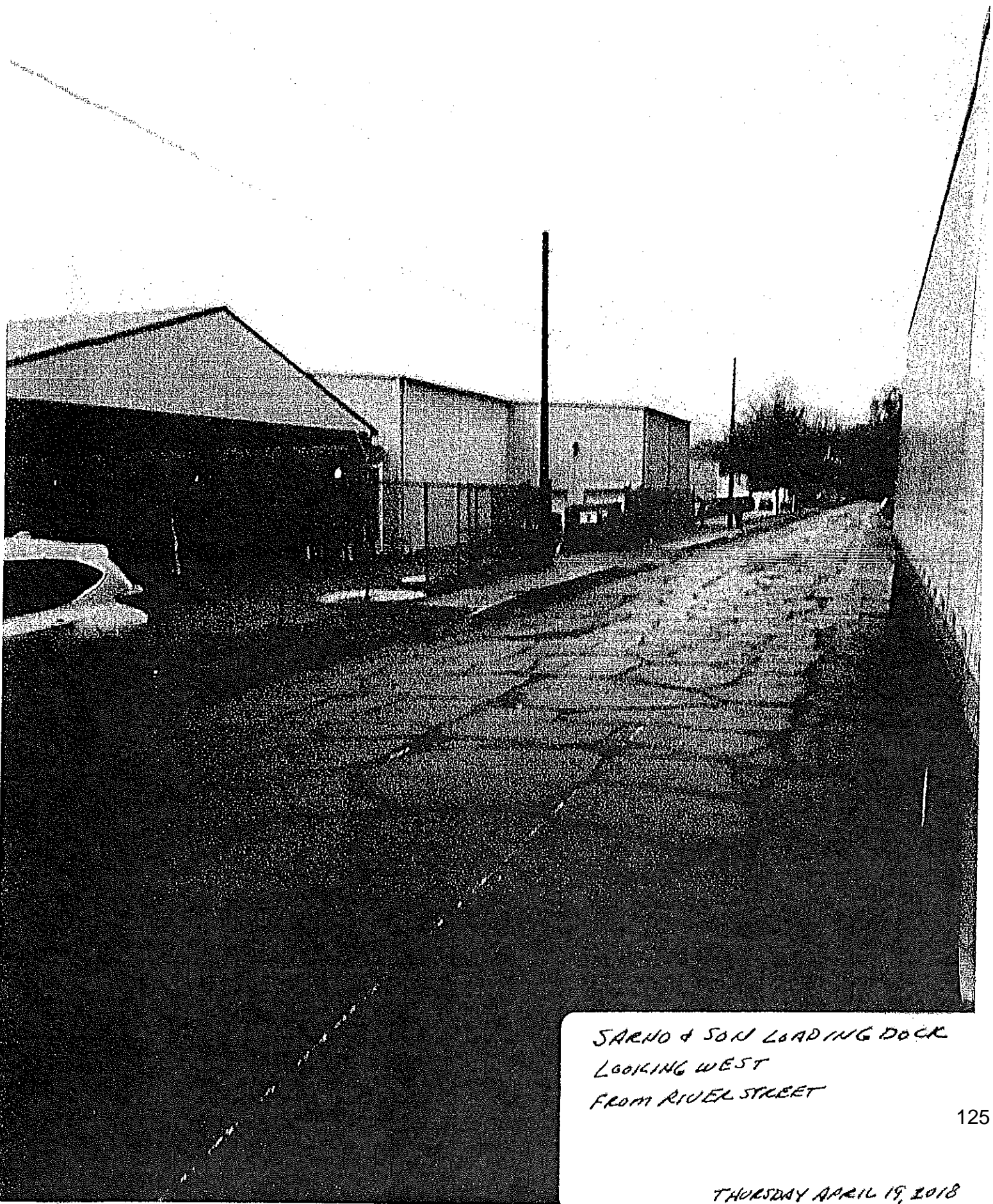
cc: Dennis Gallagher, DPW Director  
Carl R. Graziano, Chief of Police  
Scranton City Council

THURSDAY APRIL 19, 2018

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





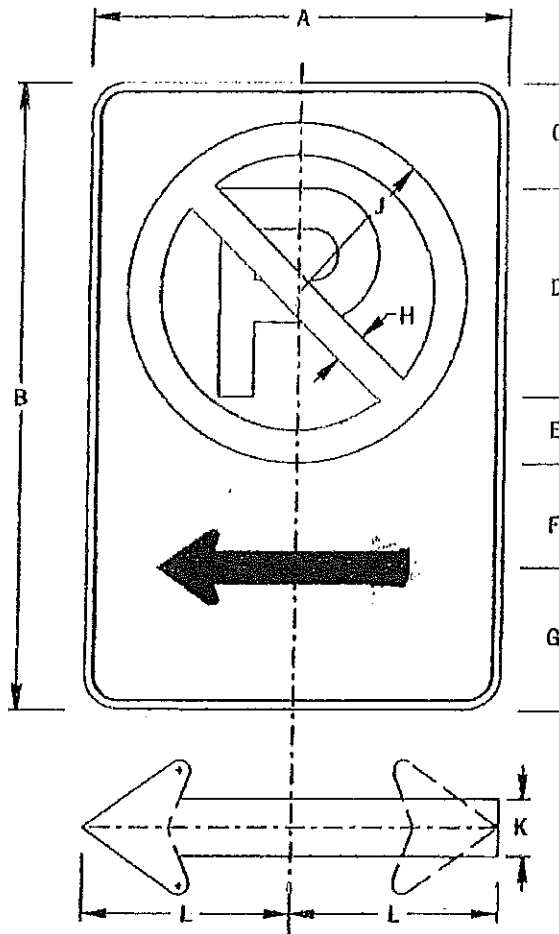


SARNO & SON LOADING DOCK  
LOOKING WEST  
FROM RIVER STREET

# 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 (RB-3) 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)

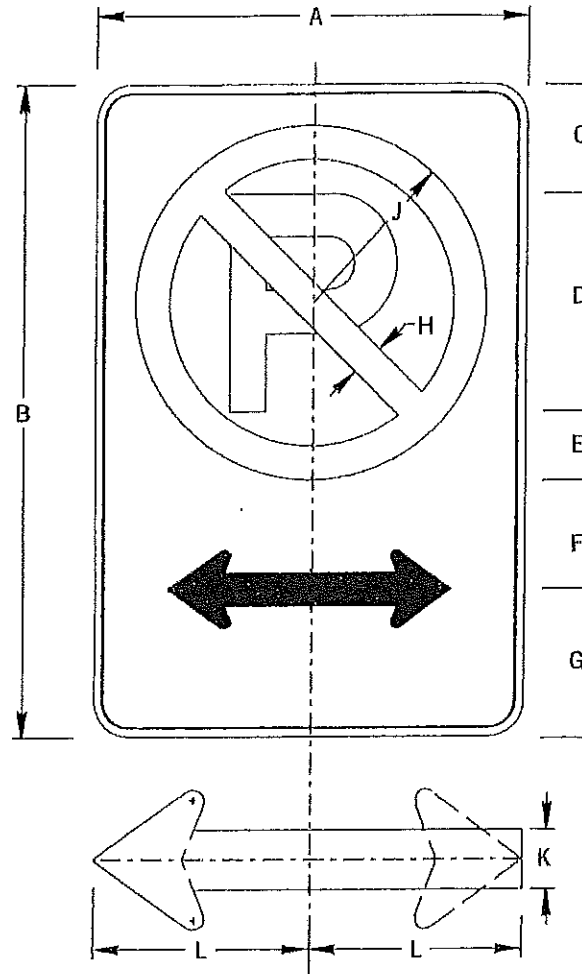
APPROVED FOR THE SECRETARY OF TRANSPORTATION

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:  
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)

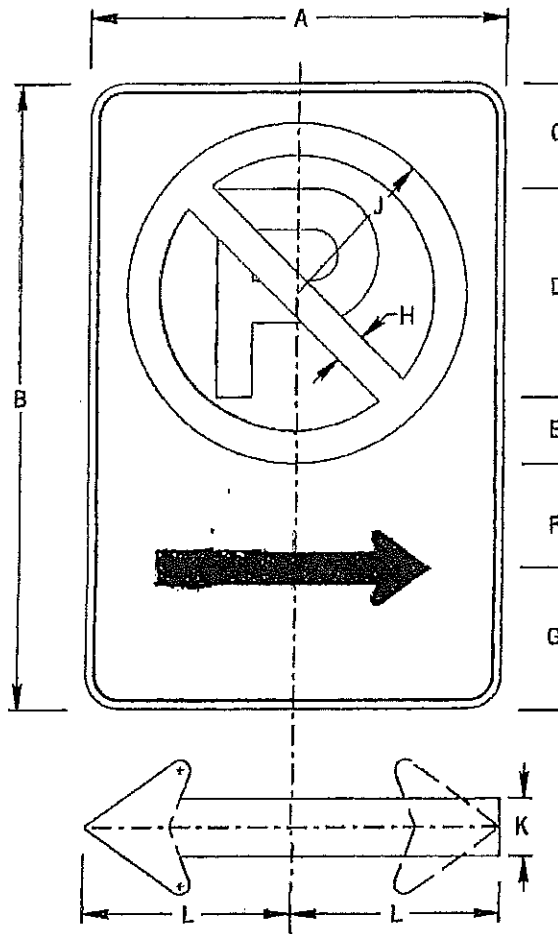
APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : Sh 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:  
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. 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	<b>2018 Community Development Block Grant</b>										Legislation	Public Serv	Amended Legislation	Amended Legislation	
2							National	Matrix	Applicant's	OECD	Passed	Passed			
3	<b>Applicant Name</b>	<b>Date Rec'd</b>	<b>Address</b>	<b>Contact Person</b>	<b>Project Name</b>	<b>Project Description</b>	<b>Objective</b>	<b>Code</b>	<b>Proposed Amt.</b>	<b>Score</b>	<b>11/09/17</b>	<b>11/09/17</b>			
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)	6/29/2017	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	<b>2018 Community Development Block Grant</b>										Legislation	Public Serv	Amended Legislation	Amended Legislation	
2							National	Matrix	Applicant's	OECD	Passed	Passed			
3	<b>Applicant Name</b>	<b>Date Rec'd</b>	<b>Address</b>	<b>Contact Person</b>	<b>Project Name</b>	<b>Project Description</b>	<b>Objective</b>	<b>Code</b>	<b>Proposed Amt.</b>	<b>Score</b>	<b>11/09/17</b>	<b>11/09/17</b>			
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 570.206 Matrix 21H	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-Steartown 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	\$ 281,848.00	100%		\$281,000.00		\$281,000.00	
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 flagpole 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	<b>2018 Community Development Block Grant</b>										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	Maureen 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	<b>TOTAL</b>								\$ 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 Cadugan	Operational seven days a week, eleven hours a day as a mental health-drug and alcohol-homeless 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 Cadugan	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 that reads "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



ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

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

5/16 (AC)

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



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

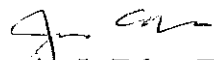
May 29, 2018

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

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

RECEIVED

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 Eskra (s)*

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.

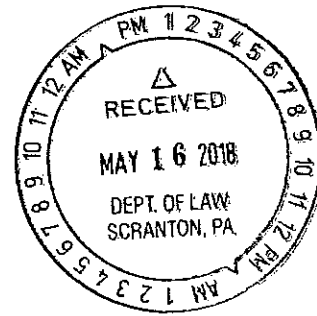
**SECTION 3.** This Resolution shall become effective immediately upon approval.

**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.

# Scranton OECD

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,

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 1<sup>st</sup> day of each and every month and every month thereafter including the 1<sup>st</sup> 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: \_\_\_\_\_

## **G U A R A N T Y**

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 than any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the principal debtor's liabilities to City or the liability of the undersigned hereunder.

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

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

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

(a) CONFESSION OF JUDGMENT. GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY 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,

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

CHRISTOPHER PISANO

DATE \_\_\_\_\_

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

Title of Officer



DEPARTMENT OF LAW

PENNSYLVANIA 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,

A handwritten signature in black ink, appearing to read "William L. Courtright", with a stylized flourish at the end.

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

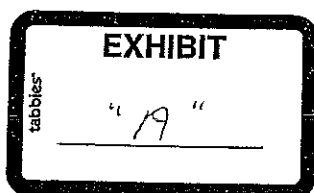
**WHEREAS**, the Landowner, RandMar Development, Inc., 39 South Main Street, Pittston, PA 18640, (c/o Rose M. Randazzo) is the owner of certain real property comprising 1.75 acres at the northwest corner of Seventh Avenue and Linden Street as recorded by deed in the land records of Lackawanna County,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

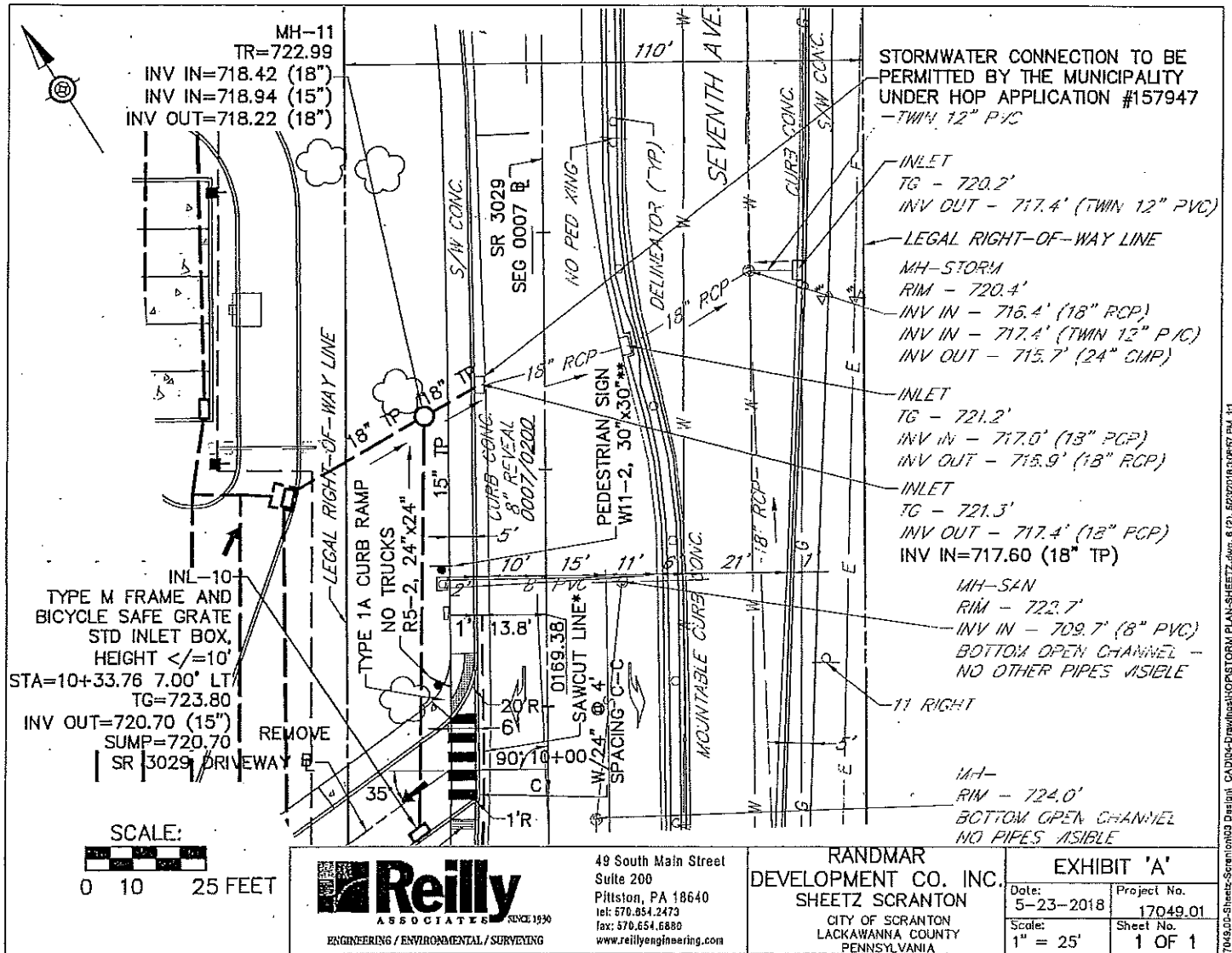
County of Lackawanna, Pennsylvania

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\06-Drawing\HOP\STORM PLAN-SHEETZ.dwg, 8 (2), 5/22/2018 3:08:57 PM, 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 15222	

 THIS AUTHORIZATION, made this \_\_\_\_ day of \_\_\_\_\_, 20<sup>18</sup>, 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: \_\_\_\_\_

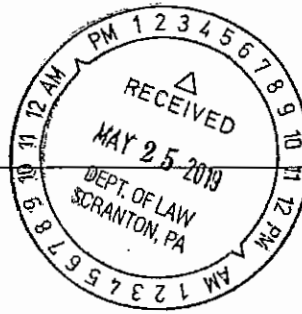


## BUSINESS ADMINISTRATION

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

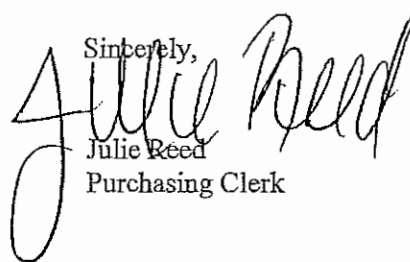
Mrs. Rebecca Mc Mullen,  
Acting Business Administrator  
Municipal Building  
Scranton, Penna. 18503

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.

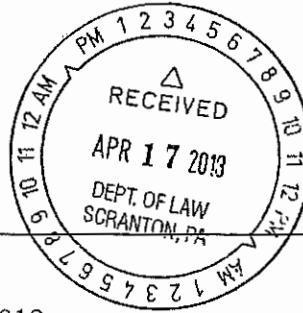
Sincerely,  
  
Julie Reed  
Purchasing Clerk

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

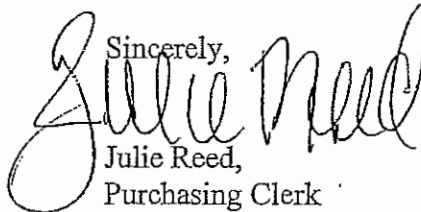
Dear Mr. Gallagher,

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:

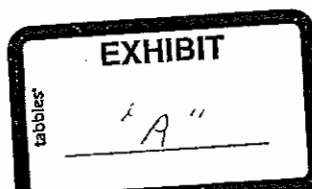
### CITY OF SCRANTON ENGINEERING SERVICES – 2018 ROADWAY IMPROVEMENT PROJECT

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, 4<sup>th</sup> 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, 2<sup>nd</sup> 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  
2<sup>nd</sup> 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](mailto: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  
2<sup>nd</sup> Floor  
Scranton, PA 18503

Submitted By:

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



**EXHIBIT**

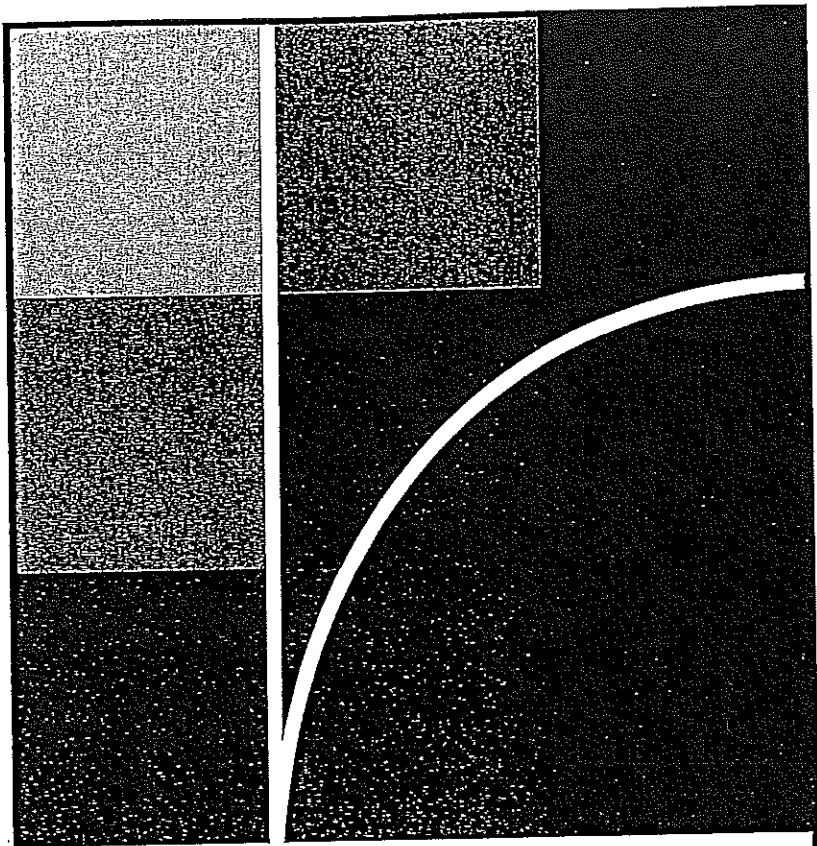
tabbles

13



## Table of Contents

	TAB
<b>PROPOSAL INFORMATION</b>	<b>1</b>
Statement of Services (A)	
Management Summary (B)	
Action Plan (C)	
Experience (D)	
Personnel (E)	
<b>PRICE PROPOSAL</b>	<b>2</b>
Cost and Price Proposal (F)	
<b>REQUIRED INFORMATION</b>	<b>3</b>
Relationship (G)	
Affidavits (H)	
Contract (I)	
Insurance Coverage (J)	
<b>ADDENDA</b>	<b>4</b>
Project Experience	
References	
Resumes	



## 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

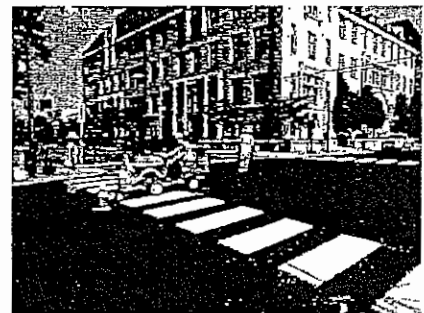
Task	Duration (days)	Start Date	Completion Date
City Award's Contract		6/18/2018	
Field View Scope w/ City	1	6/25/2018	6/26/2018
Prelim. Estimate	6	6/26/2018	7/2/2018
Utility Letters/Coordination	3	7/2/2018	7/5/2018
Field Measuring & Marking	7	7/5/2018	7/12/2018
Contract Documents	8	7/12/2018	7/20/2018
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.

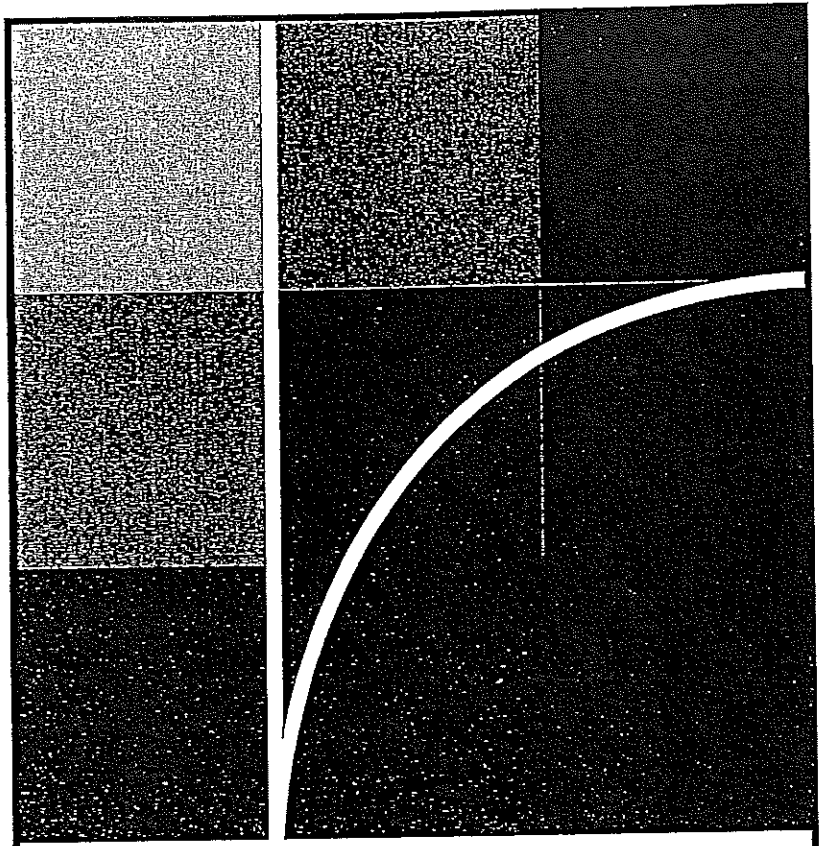
Reilly Associates has a staff of resident project representatives with experience on a variety of projects

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.

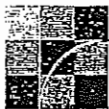
Each of these key managers has the right level of experience and training to meet the City's engineering design needs.

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

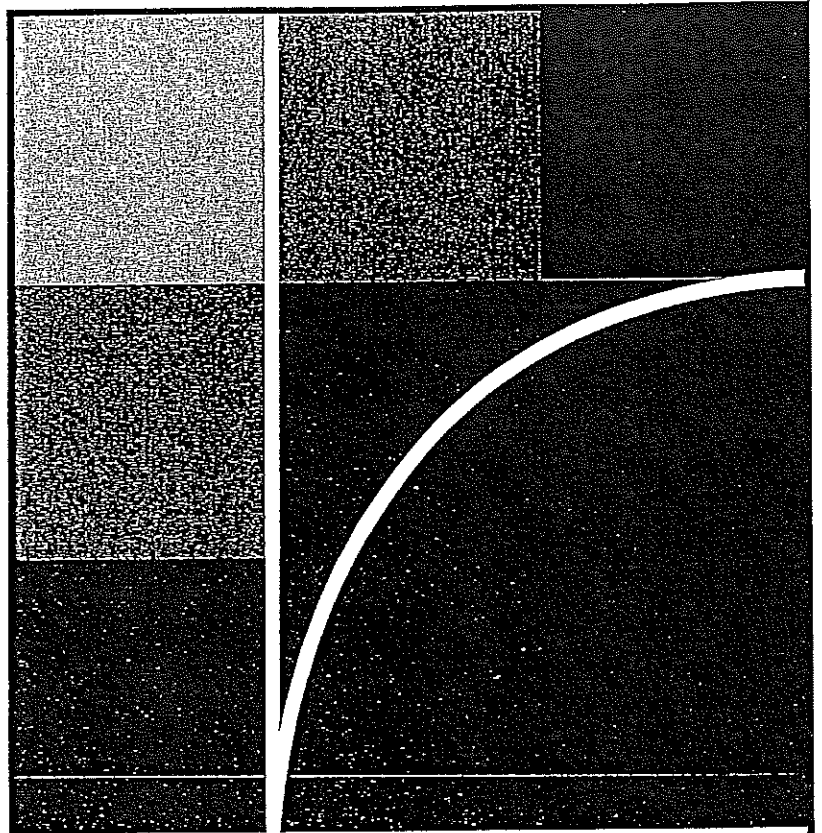
Task	Hours	Labor Cost	Expenses	Total Cost/Task
Field View Scope Project with City	8	\$1,120.00	\$ 50.00	\$ 1,170.00
Preliminary Estimate	17	\$2,480.00	\$ 0.00	\$ 2,480.00
Utility Letters/Coordination	12	\$1,352.00	\$ 100.00	\$ 1,452.00
Contract Documents	66	\$9,312.00	\$ 300.00	\$ 9,612.00
Field Measuring 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.



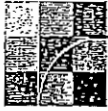
## REQUIRED INFORMATION

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

*Tom Jurek*

Signed 5/17/18

\_\_\_\_\_  
President

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 17th DAY OF May  
\_\_\_\_\_, 20 18

*Sherry Strok*

\_\_\_\_\_  
(TITLE)

MY COMMISSION EXPIRES

\_\_\_\_\_, 20 \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Sherry Strok, 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



---

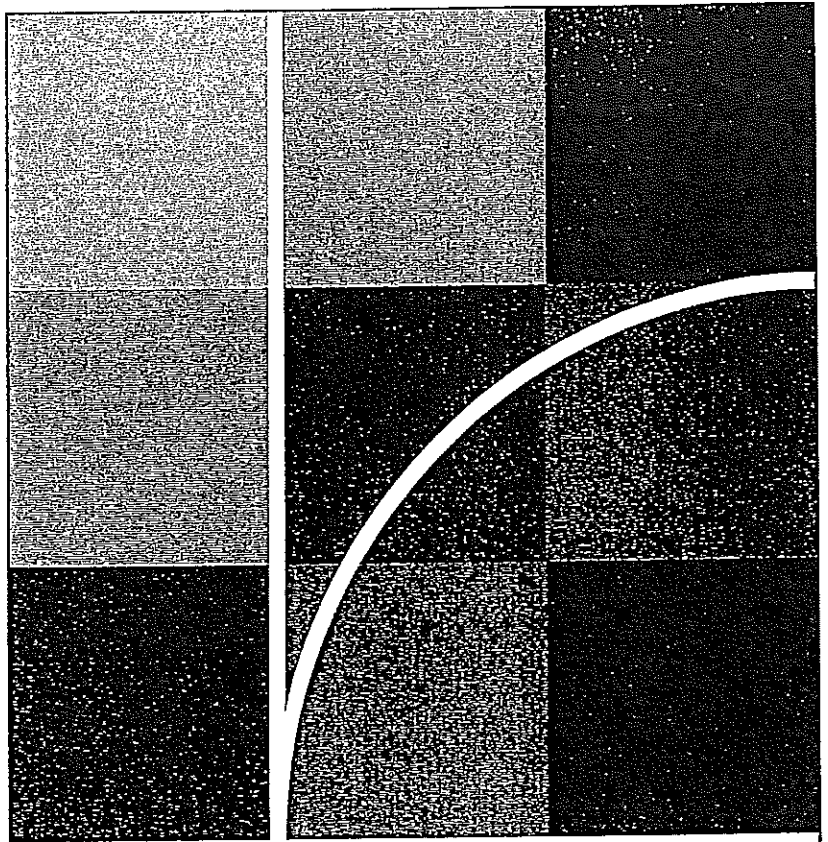
	Tom Wolf/Governor	\$2,500.00	10/1/2014
	Mike Carroll/State Rep	\$1,000.00	10/4/2014
	John Blake/Senator	\$1,000.00	8/20/2014
	John Yudechak/Senate	\$1,000.00	10/31/2014
	Mike Carroll/State Rep	\$1,000.00	8/29/2013
	John Yudichak/Senate	\$500.00	3/25/2013
	Mike Carroll/State Rep	\$500.00	9/28/2012
	John 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

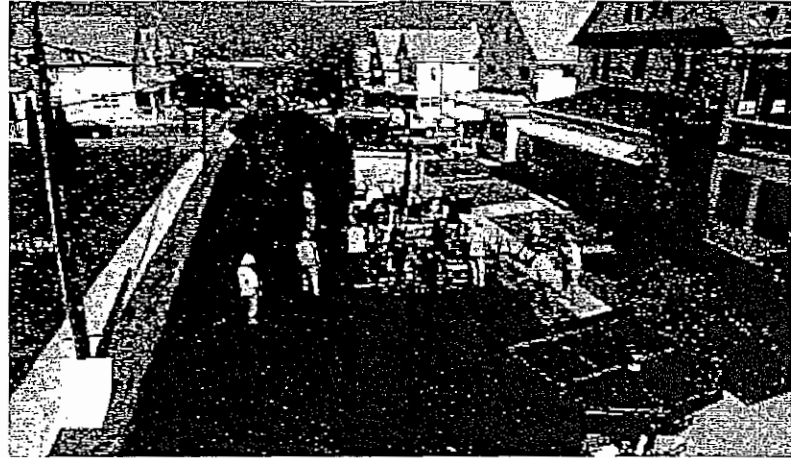
#### City of Scranton, Office of Economic & Community Development (OECD) – Municipal Engineering Services

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.

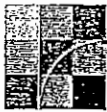
## City Greening Project

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.

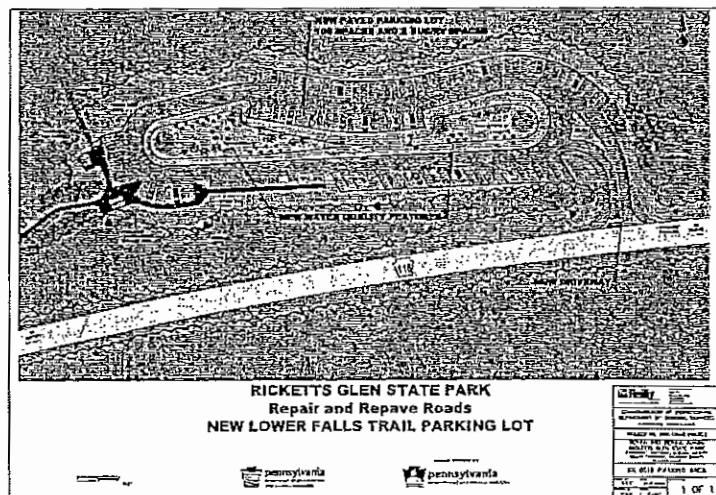




## Rickett's Glen State Park, Department of General Services Roadway and Parking Renovation

- 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.

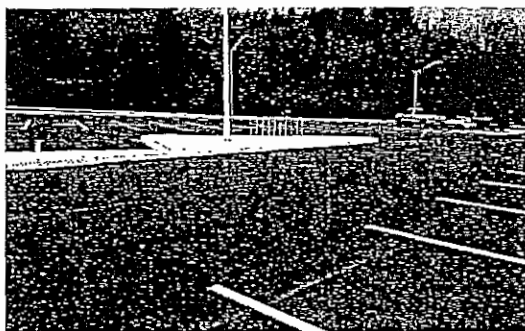


## Additional Relevant Projects

### 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

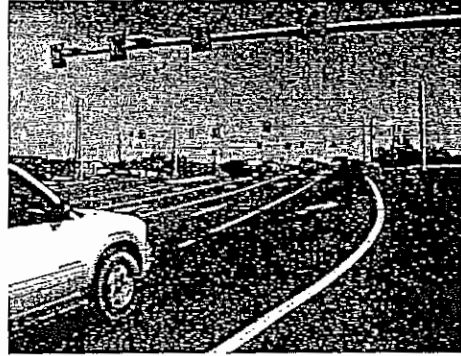
Reilly Associates is the principal engineer for the preliminary design, final design and construction services during construction for three Park and Ride facilities. After the preparation of an extensive alternative analysis, each site was surveyed and had complete environmental studies performed. Each 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

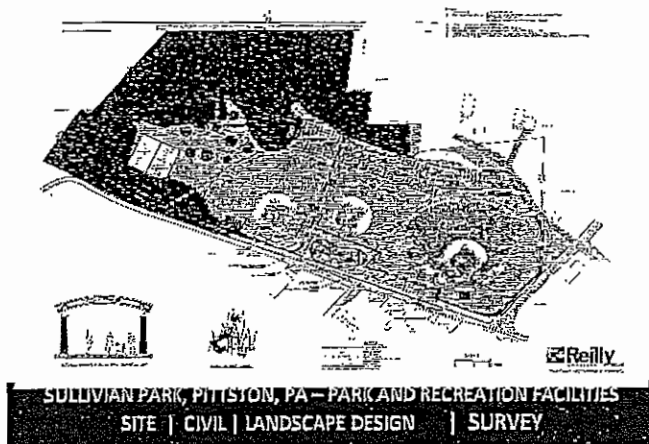
#### Description of Duties:

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.



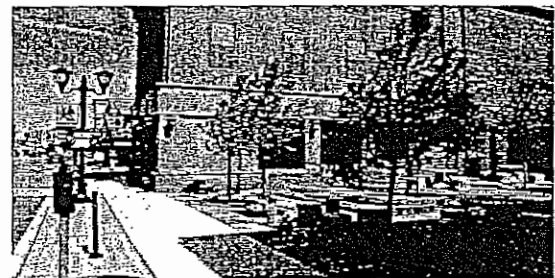
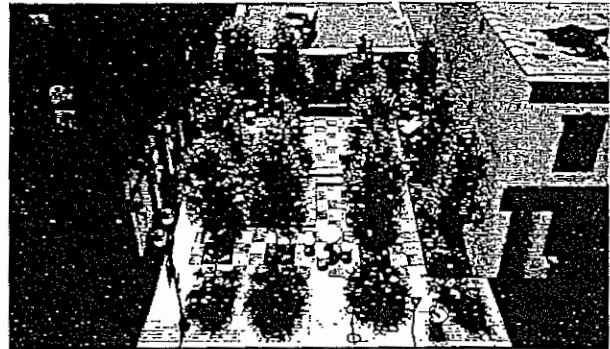
Construction phase services are also performed for projects designed for the City, including the preparation of design and construction documents, assistance with bidding, contract administration and construction observation.



## 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:

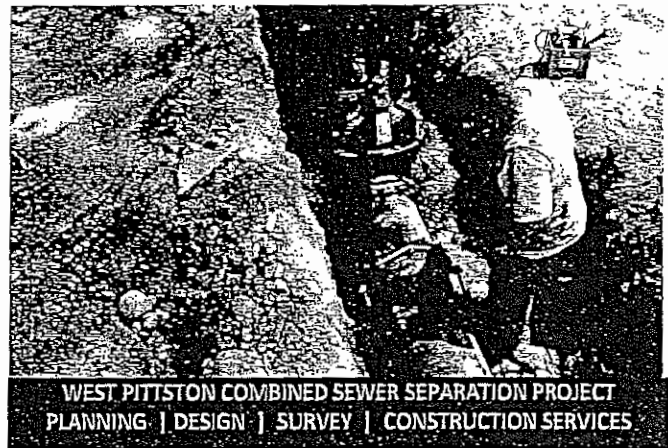
Reilly Associates has been providing municipal engineering services to the West Pittston Borough for over 40 years. In this capacity, Reilly Associates has been instrumental in providing planning and grant writing assistance for multiple municipal projects. Tasks include scoping potential projects, preparing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



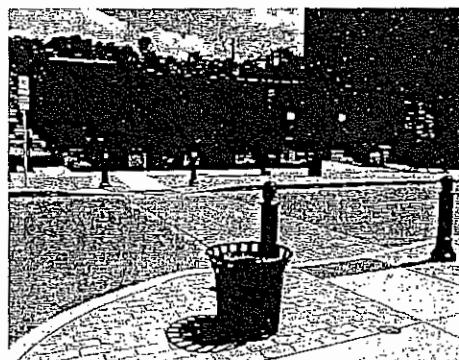
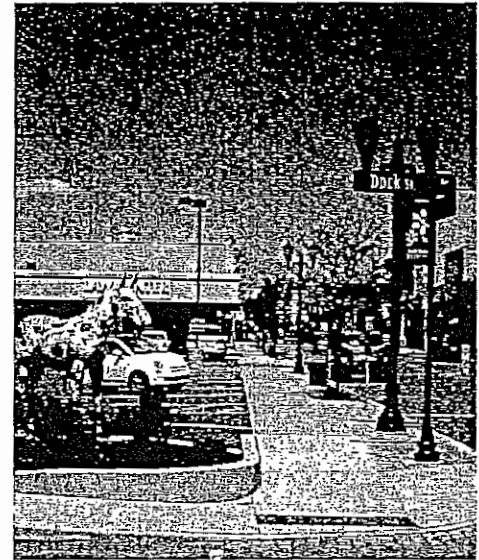
## Pittston Redevelopment Authority Pittston Streetscape Phases I and II

### 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.





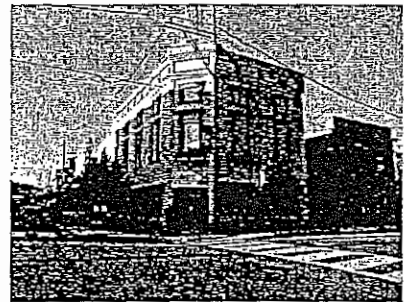
## White Haven Borough Street Improvements CDBG Project

### 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.

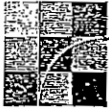
**Hanson Aggregates Pennsylvania, LLC**  
**SR 191 Sec. POC, MPMS 85249, Resurfacing Project**

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**

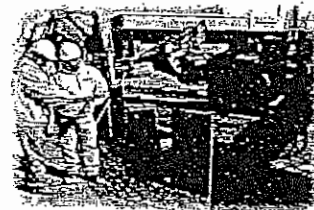
#### **Sanitary and Stormwater Separation Project**

**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.



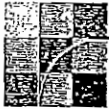
### **Sterling Township, Wayne County**

**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