

AGENDA
REGULAR MEETING OF COUNCIL
June 18, 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 JUNE 6, 2018.

[Tax Assessor's Results Report 6-6-18.pdf](#)
 - 3.B AGENDA FOR THE BOARD OF ZONING APPEALS MEETING HELD JUNE 13, 2018.

[Zoning Board Meeting 6-13-2018.pdf](#)
4. CITIZENS PARTICIPATION
5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES
 - 5.A MOTIONS
 - 5.B FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE CHIEF OF

POLICE FOR THE CITY OF SCRANTON POLICE DEPARTMENT TO EXECUTE AND ENTER INTO A MASTER SERVICES AND PURCHASING AGREEMENT BY AND BETWEEN AXON ENTERPRISE, INC. ("AXON") A DELAWARE CORPORATION AND THE SCRANTON POLICE DEPARTMENT ("AGENCY") SETTING FORTH THE TERMS AND CONDITIONS FOR THE PURCHASE, DELIVERY, USE, AND SUPPORT COSTS FOR THE CITY OF SCRANTON POLICE DEPARTMENT FOR THEIR BODY CAMERA PROJECT.

[Resolution 2018 Authorizing the COP to enter into master service and purchasing agreement.pdf](#)

- 5.C FOR INTRODUCTION - RESOLUTION - APPOINTMENT OF GERALD J. SMURL, 300 PROSPECT AVENUE, SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY. MR. SMURL WILL BE REPLACING KRISTEN JENKINS WHOSE TERM EXPIRED MARCH 1, 2016. MR. SMURL'S TERM IS EFFECTIVE MAY 31, 2018 AND WILL EXPIRE MAY 31, 2023.

[Resolution 2018 Appointment of Gerald Smurl Rec. Authority.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 21 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.

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

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 22, 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.

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

- 6.C READING BY TITLE - FILE OF THE COUNCIL NO. 23, 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 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](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - FILE OF THE COUNCIL NO. 19, 2018 - 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](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT- FOR ADOPTION - 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.C FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS FOR ADOPTION - RESOLUTION NO. 46, 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.

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

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - RESOLUTION NO. 47, 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.

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

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT FOR

ADOPTION - RESOLUTION NO. 48 , 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.

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

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON RULES FOR ADOPTION - RESOLUTION NO. 49, 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.

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

- 7.G FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 50, 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.

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

- 7.H FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 51, 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.

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

- 7.I FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 52, 2018 - 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](#)

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 06/06/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:10 PM	GALAVITZ CARL & TAMMY A	CARBONDALE CITY	05412010013	WALTER CASPER	2000	2000
12:10 PM	GALAVITZ CARL & TAMMY A	CARBONDALE CITY	05412010012	WALTER CASPER	8000	8000
12:25 PM	COOKE ELLIOTT P JR & LYNDA L	SCRANTON	14511010021	JANE CARLONAS	16025	16025
12:45 PM	KARSNACK KEVIN M	SCRANTON	15719010008		22000	20900
12:55 PM	TERBOVICH RYAN	SCRANTON	16710010013		21000	21000
1:05 PM	NENISH MICHAEL E & NICOLE	DUNMORE	1470503002917		32800	31000
1:15 PM	SZYMANSKI MARK	CLARKS GREEN	0900202000101		71800	41500
1:25 PM	KRAFT JESSICA CATHERINE	COVINGTON	2130201000204		50300	35750
1:35 PM	MENENDEZ RAUL & BERNADETTE	GLENBURN	0790403001702		31500	21000
1:45 PM	WENTZ JEREMY & NICOLE	NEWTON TWP	14201030011		120250	80000
1:55 PM	YOUNG JOHN A III & DENAE M	SCOTT	0920404001601		24500	24500
2:25 PM	CHYZAN MARY LOU-RUOTOLO	JESSUP	1150201000105		10600	7000
2:35 PM	PALMAX REALTY INC	MOOSIC	1761205000201		1000	350
2:45 PM	SAGONA JAMES RICHARD	TAYLOR	1550102000227	JUSTIN SULLA	18500	18500
2:55 PM	CAPALONG JOSEPH F	DUNMORE	14634020004	BOYD HUGHES	33000	30000
3:05 PM	COYLE GERALD R & ALICE M	SCRANTON	13517060032		15000	13800
3:15 PM	NOWAKOWSKI DANIEL & JAMIE E	NEWTON TWP	13001010003	PATRICK LAVELLE	50700	37900
3:15 PM	KANE HILARY L	WAVERLY	0810307000618	PATRICK LAVELLE	72200	72200
TOTAL RECORDS					18	

RECEIVED
JUN 11 2018
OFFICE OF CITY
COUNCIL/CITY CLERK



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

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

RECEIVED
JUN 13 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

NOTICE

THE **BOARD OF ZONING APPEALS** OF THE CITY OF SCRANTON
HEREBY GIVES NOTICE THAT IT WILL HOLD A MEETING AT CITY HALL, IN
CITY COUNCIL CHAMBERS (2nd Floor) ON WEDNESDAY,
JUNE 13, 2018 @ 6 PM.

MEETING AGENDA AS FOLLOWS:

- 1) James Schneider, 1102 Prospect Ave. The applicant seeks a variance in order to open multi apartment units & a possible Day-Care on the upper floors of the above address. R1-A Zone.
- 2) Tom Harris, 701 Hudson Ave. The applicant seeks a variance in order to install an off-premise digital billboard at the above location. C-N Zone.

- 3) John Zhang, D.B.A. Just Property Management, 929 Cedar Ave. The applicant seeks a variance in order to convert the above address into a total of twenty (20) apartment units – six (6) single units – ten (10) two-bedroom units – four (4) three bedroom units. R-2 Zone.
- 4) Clara Martone, 620 Fig St. The applicant seeks a variance in order to re-open the above address to three (3) units. R1-A Zone.
- 5) David & Evan Lewis, 2401 Luzerne St. The applicant seeks a variance in order to expand a variance originally granted in April 1988 to designate the remainder of the property to I-L (Light – Industrial). R1-A Zone.

ANYONE INTERESTED IN BECOMING A PARTY TO THE ABOVE LISTED CASES ARE DIRECTED TO CONTACT THE CITY ZONING OFFICER @ 570-348-4193, EXT 4512. HEARING DATE: 6/13/2018, TIME: 6 PM. BOB GATTENS, CHAIRMAN, SCRANTON ZONING BOARD. PUBLIC PARTICIPATION WELCOME.

RESOLUTION NO. _____

2018

AUTHORIZING THE CHIEF OF POLICE FOR THE CITY OF SCRANTON POLICE DEPARTMENT TO EXECUTE AND ENTER INTO A MASTER SERVICES AND PURCHASING AGREEMENT BY AND BETWEEN AXON ENTERPRISE, INC. ("AXON") A DELAWARE CORPORATION AND THE SCRANTON POLICE DEPARTMENT ("AGENCY") SETTING FORTH THE TERMS AND CONDITIONS FOR THE PURCHASE, DELIVERY, USE, AND SUPPORT COSTS FOR THE CITY OF SCRANTON POLICE DEPARTMENT FOR THEIR BODY CAMERA PROJECT.

WHEREAS, the Agency intends to implement the use of body cameras throughout the Department to increase the efficiency and effectiveness of operations of the Scranton Police Department; and

WHEREAS, Axon and Agency wish to execute and enter into this Master Services and Purchasing Agreement setting forth the terms and conditions for a five (5) year plan for the City of Scranton Police Department Body Camera Project. A copy of said Agreement 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 Chief of Police for the City of Scranton Police Department is authorized to execute and enter into a Master Services and Purchasing Agreement by and between Axon Enterprise, Inc., a Delaware Corporation ("Axon") and the City of Scranton Police Department ("Agency") setting forth the terms and conditions for the purchase, delivery, use, and support costs for the Scranton Police Department for their Body Camera 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 provision. 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 law arising under the laws of the Commonwealth of Pennsylvania



AXON

SCRANTON POLICE DEPT. - PA

AXON SALES REPRESENTATIVE

Ben DeRites

bderites@axon.com

ISSUED

5/22/2018

EXHIBIT

"A"



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and SCRANTON POLICE DEPT. - PA (**Agency, Party or collectively Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (**the Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products, and all subsequent quotes for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third party applications, hardware warranties, or my.evidence.com services.

"Policies" means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all Axon hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Services" means all services provided by Axon pursuant to this Agreement.

3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.



- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
- 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
- 7.2 **Warranty Limitations.**
- 7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.
- 7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.
- 7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.
- 7.3 **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.



- 7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.
- 7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.
- 7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 **Product Warnings.** See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 **Insurance.** Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 **Indemnification.** Axon will indemnify and defend the Agency's officers, directors, and employees (Agency Indemnitees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

13 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection with or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes,



including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than MSRP and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights



in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must



be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency:

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, the Policies, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

SCRANTON POLICE DEPT. - PA

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

CITY OF SCRANTON

ATTEST:

BY: _____
Lori Reed, City Clerk

Date: _____

BY: _____
William L. Courtright, Mayor

Date: _____

BY: _____
Roseann Novembrino, City Controller

Date: _____

APPROVED AS TO FORM:

BY: _____
Jessica L. Eskra, Esq., City Solicitor

Date: _____

Evidence.com Terms of Use

Appendix

1 **Evidence.com Subscription Term.** The Evidence.com Subscription will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the subscription term (**Term**).

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4 **Evidence.com Data Security.**

4.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (ISP) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

- 4.2. **FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement.
5. **Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.
6. **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
7. **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.
8. **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
- 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
9. **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
10. **License Restrictions.** Neither the Agency nor any Agency end users (including, without

limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

- 11 **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 12 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

- 1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.
- 2 **Scope of Services.** The project scope will consist of the Services identified on the Quote.
 - 2.1. The Axon Starter Package includes one day of on-site services and a Project Manager that will work closely with the Agency to meet all contract deliverables. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,000 per day. The Axon Starter Package includes the options listed below:

System set up and configuration <ul style="list-style-type: none">• Setup Axon Mobile on smart phones (if applicable).• Configure categories & custom roles based on Agency need.• Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.• Work with IT to install Evidence Sync software on locked-down computers (if applicable).• Virtual assistance included.
Dock configuration <ul style="list-style-type: none">• Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.• Authenticate Dock with Evidence.com using "Administrator" credentials from Agency.• Virtual assistance included.
Axon instructor training (Train the Trainer) <p>Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations.</p>
End user go live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration.• Training on device use, Evidence.com and Evidence Sync.
Implementation document packet <p>Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.</p>

The Axon body camera Virtual Starter package includes all items in the Axon Starter Package, except one day of on-site services.

- 3 **Body Worn Camera Virtual Add-on Services.** The Agency may purchase Virtual add-on classes for both end users and support staff. The Virtual Add-on User class will include: one deployment planning conference call and one virtual administrative training via WebEx.
- 4 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.
- 5 **Delivery of Services.**
 - 5.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
 - 5.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable

adjustment in the charges or schedule.

- 6 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 7 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 8 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 9 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data, even if such damage, loss, or corruption is due to Axon's negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency Software and Data from any cause

TASER Assurance Plan Appendix

The TASER Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of Ultimate and Unlimited Licenses, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on an Axon Product. TAP for the Axon cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (RMA) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option. The Agency may not buy a new TAP for the replacement Product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and is obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 **TAP Upgrade Models.** Any Products replaced within the 6 months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the Products to Axon or Axon will deactivate the serial numbers for the Products received by the Agency. In the case of Axon cameras, the Agency may keep the original Products only if the Agency purchases additional Evidence.com licenses for the Axon camera Products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will be provided in year 3 if the Agency purchased 3 years of Evidence.com Services with Ultimate Licenses or Unlimited Licenses, or TAP as a stand-alone service, and all payments are made; or (ii) 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins if the Agency purchased 5 years of Evidence.com Services with an Ultimate License or Unlimited Licenses, OSP, or TAP as a stand-alone service, and made all TAP payments.

4.1. TAP Axon Camera Upgrade Models.

4.1.1. If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

4.1.2. If the Agency purchased an Unlimited or Ultimate License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

4.2. TAP Dock Upgrade Models. If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5. TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

5.2. Axon will not and has no obligation to provide the free Upgrade Models.

5.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

□, D AXON, Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.



AXON

SCRANTON POLICE DEPT. - PA

AXON SALES REPRESENTATIVE
Ben DeRites

bderites@axon.com

ISSUED
5/22/2018



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-141286-43242.833BD

Issued: 05/22/2018

Quote Expiration: 06/30/2018

Account Number: 305896

Start Date: 11/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SHIP TO

Carl Graziano
SCRANTON POLICE DEPT. - PA
100 S. WASHINGTON AVE.
SCRANTON, PA 18503
US

BILL TO

SCRANTON POLICE DEPT. - PA
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SCRANTON, PA 18503
US

SALES REPRESENTATIVE

Ben DeRites
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Fax:

PRIMARY CONTACT

Carl Graziano
Phone: (570) 348-4130
Email: cgraziano@scrantonpa.gov

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	19	216.00	216.00	4,104.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	110	180.00	90.00	9,900.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,100	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	110	204.00	824.16	90,657.60
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	30,000	0.75	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	110	403.79	403.79	44,416.90
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	110	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	80	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	110	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	19	35.42	35.42	672.98
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	19	1,512.94	1,512.94	28,745.86
70112	AXON SIGNAL UNIT	30	282.35	282.35	8,470.50
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	15	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	15	0.00	0.00	0.00
Services					
85144	AXON STARTER	2	2,500.00	0.00	0.00
Subtotal					189,307.84
Estimated Shipping					0.00
Estimated Tax					0.00
Total					189,307.84

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	4	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	4	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	4	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	4	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	19	216.00	216.00	4,104.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	110	180.00	90.00	9,900.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,100	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	110	204.00	40.80	4,488.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	30,000	0.75	0.76	22,800.00
Subtotal					43,632.00
Estimated Tax					0.00
Total					43,632.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	19	216.00	216.00	4,104.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	110	180.00	90.00	9,900.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,100	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	110	204.00	40.80	4,488.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	30,000	0.75	0.76	22,800.00
Subtotal					43,632.00
Estimated Tax					0.00
Total					43,632.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	19	216.00	216.00	4,104.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	110	180.00	90.00	9,900.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,100	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	110	204.00	40.80	4,488.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	30,000	0.75	0.76	22,800.00
Subtotal					43,632.00
Estimated Tax					0.00
Total					43,632.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	19	216.00	216.00	4,104.00
80816	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	110	180.00	90.00	9,900.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,100	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	110	204.00	40.80	4,488.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	30,000	0.75	0.76	22,800.00
Subtotal					43,632.00
Estimated Tax					0.00
Total					43,632.00

Grand Total	363,835.84
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Discounts (USD)

Quote Expiration: 06/30/2018

List Amount	443,226.24
Discounts	79,390.40
Total	363,835.84

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	189,307.84
Spares	0.00
Year 2	43,632.00
Year 3	43,632.00
Year 4	43,632.00
Year 5	43,632.00
Grand Total	363,835.84

Notes

State of PA contract #4400013218 is used for pricing and purchasing justification only.

Axon's Sales Terms and Conditions

By signing this document, you certify that you have read and agree to the provisions set forth in this document and Axon's Master Services and Purchasing Agreement (MSPA), posted at <https://www.axon.com/legal/sales-terms-and-conditions>, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this document.

Signature: _____ Date: _____

Name (Print): _____ Title: _____

PO# (Or write
N/A): _____

Please sign and email to Ben DeRites at bderites@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-141286-43242.833BD

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013
Axon Enterprise, Inc. All rights reserved.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-165393-43242.955BD

Issued: 05/22/2018

Quote Expiration: 08/31/2018

Account Number: 305896

Start Date: 11/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

This quote is provided for the purpose of cost estimation only. Further review and approval required before an official quote can be provided.

SHIP TO

Carl Graziano
SCRANTON POLICE DEPT. - PA
100 S. WASHINGTON AVE.
SCRANTON, PA 18503
US

BILL TO

SCRANTON POLICE DEPT. - PA
100 S. WASHINGTON AVE.
SCRANTON, PA 18503
US

SALES REPRESENTATIVE

Ben DeRites

Phone:

Email: bderites@axon.com

Fax:

PRIMARY CONTACT

Carl Graziano

Phone: (570) 348-4130

Email: cgraziano@scrantonpa.gov

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
71045	SIGNAL SIDEARM, YEAR 1 PAYMENT	110	120.00	0.00	0.00
Subtotal					0.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
71046	SIGNAL SIDEARM, YEAR 2 PAYMENT	110	120.00	150.00	16,500.00
Subtotal					16,500.00
Estimated Tax					0.00
Total					16,500.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
71048	SIGNAL SIDEARM, YEAR 3 PAYMENT, FULL	110	120.00	150.00	16,500.00
Subtotal					16,500.00
Estimated Tax					0.00
Total					16,500.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
71049	SIGNAL SIDEARM, YEAR 4 PAYMENT	110	120.00	150.00	16,500.00
				Subtotal	16,500.00
				Estimated Tax	0.00
				Total	16,500.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
71050	SIGNAL SIDEARM, YEAR 5 PAYMENT	110	120.00	150.00	16,500.00
				Subtotal	16,500.00
				Estimated Tax	0.00
				Total	16,500.00

Grand Total	66,000.00
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Summary of Payments

Payment	Amount (USD)
Year 1	0.00
Year 2	16,500.00
Year 3	16,500.00
Year 4	16,500.00
Year 5	16,500.00
Grand Total	66,000.00



DEPARTMENT OF LAW

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

RECEIVED

JUN 11 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

June 11, 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 CHIEF OF POLICE FOR THE CITY OF SCRANTON POLICE DEPARTMENT TO EXECUTE AND ENTER INTO A MASTER SERVICES AND PURCHASING AGREEMENT BY AND BETWEEN AXON ENTERPRISE, INC. ("AXON") A DELAWARE CORPORATION AND THE SCRANTON POLICE DEPARTMENT ("AGENCY") SETTING FORTH THE TERMS AND CONDITIONS FOR THE PURCHASE, DELIVERY, USE, AND SUPPORT COSTS FOR THE CITY OF SCRANTON POLICE DEPARTMENT FOR THEIR BODY CAMERA PROJECT.

Respectfully,

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

JLE/sl

RESOLUTION NO. _____

2018

APPOINTMENT OF GERALD J. SMURL, 300 PROSPECT AVENUE, SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY. MR. SMURL WILL BE REPLACING KRISTEN JENKINS WHOSE TERM EXPIRED MARCH 1, 2016. MR. SMURL'S TERM IS EFFECTIVE MAY 31, 2018 AND WILL EXPIRE MAY 31, 2023.

WHEREAS, Kristen Jenkins' term on the Scranton Municipal Recreation Authority expired on March 1, 2016; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Gerald J. Smurl, as a member of the Scranton Municipal Recreation Authority to replace Kristen Jenkins. Mr. Smurl's term will expire May 31, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED that Gerald J. Smurl, 300 Prospect Avenue, Scranton, Pennsylvania is hereby appointed as a member of the Scranton Municipal Recreation Authority to replace Kristen Jenkins whose term expired March 1, 2016. Mr. Smurl's term will expire May 31, 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 31, 2018

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

RE: Scranton Municipal Recreation Authority Appointment

Dear Council Members:

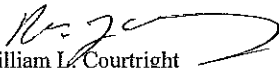
Please be advised that I am appointing Gerald J. Smurl, 300 Prospect Avenue, Scranton, Pa. 18505, as a member of the Scranton Municipal Recreation Authority effective May 31, 2018.

Mr. Smurl will be replacing Kristen Jenkins whose term expired on March 1, 2016.

Mr. Smurl's term will expire on May 31, 2023.

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

Sincerely,


William L. Courtright
Mayor, City of Scranton

CC: Jessica Eskra, Esq., City Solicitor
Dave Bulzoni, Business Administrator
Scranton Municipal Recreation Authority
Gerald Smurl

May 24, 2018

The Honorable Mayor William Courtright
City of Scranton
340 N. Washington Avenue
Scranton, PA 18505

Dear Mayor Courtright:

I wish to inform you of my interest in seeking an appointment to the open position on the Board of Director of the Municipal Recreation Authority. I look forward to hearing from you and to discussing the position in further detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald J. Smurl", with a long horizontal flourish extending to the right.

Gerald J. Smurl



DEPARTMENT OF LAW

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

RECEIVED

JUN 11 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

June 11, 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 GERALD J. SMURL,
300 PROSPECT AVENUE, SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER
OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY. MR. SMURL
WILL BE REPLACING KRISTEN JENKINS WHOSE TERM EXPIRED MARCH 1,
2016. MR. SMURL'S TERM IS EFFECTIVE MAY 31, 2018 AND WILL EXPIRE MAY
31, 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

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

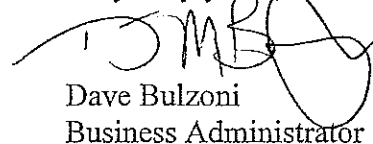
Dear Attorney Eskra:

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

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.

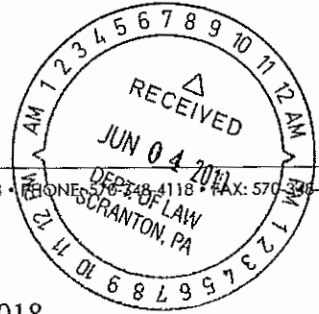
SECTION 2. This Ordinance shall become effective immediately upon approval.

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

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

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

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

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

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

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

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

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

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

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

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

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




BUREAU OF ENGINEERING

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



MEMORANDUM

TO:  Jessica Eskra, City Solicitor

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

DATE: April 19, 2018

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

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

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

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

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

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

JJP/lmz

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

Enclosures

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

Council of the City of Scranton

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

Lori Reed
City Clerk

Arnold Minora, Esq.
Counsel



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

April 4, 2018

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

RE: No Parking Area/Signs – River Street

Dear Mr. Pocius:

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

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

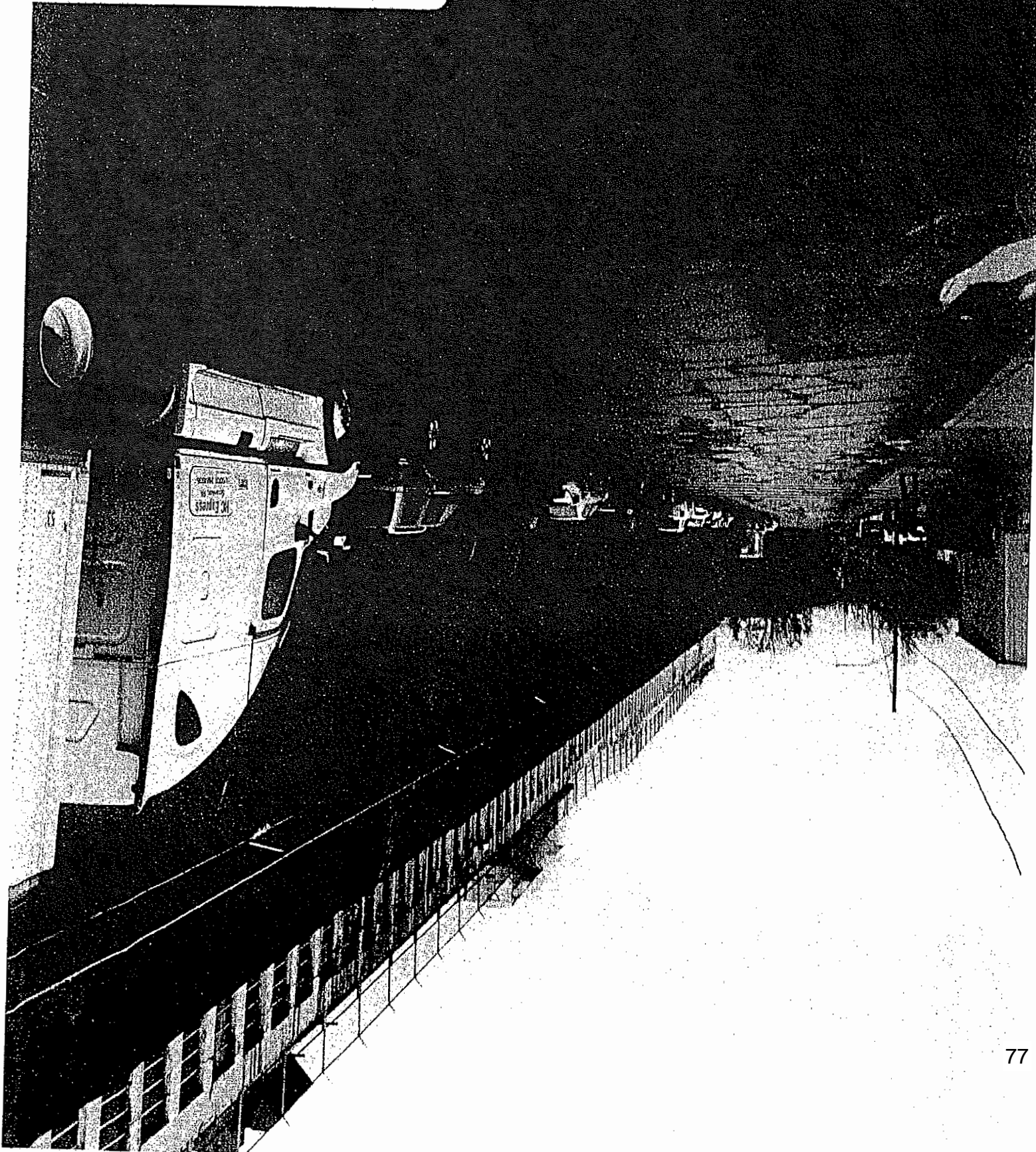
Sincerely,

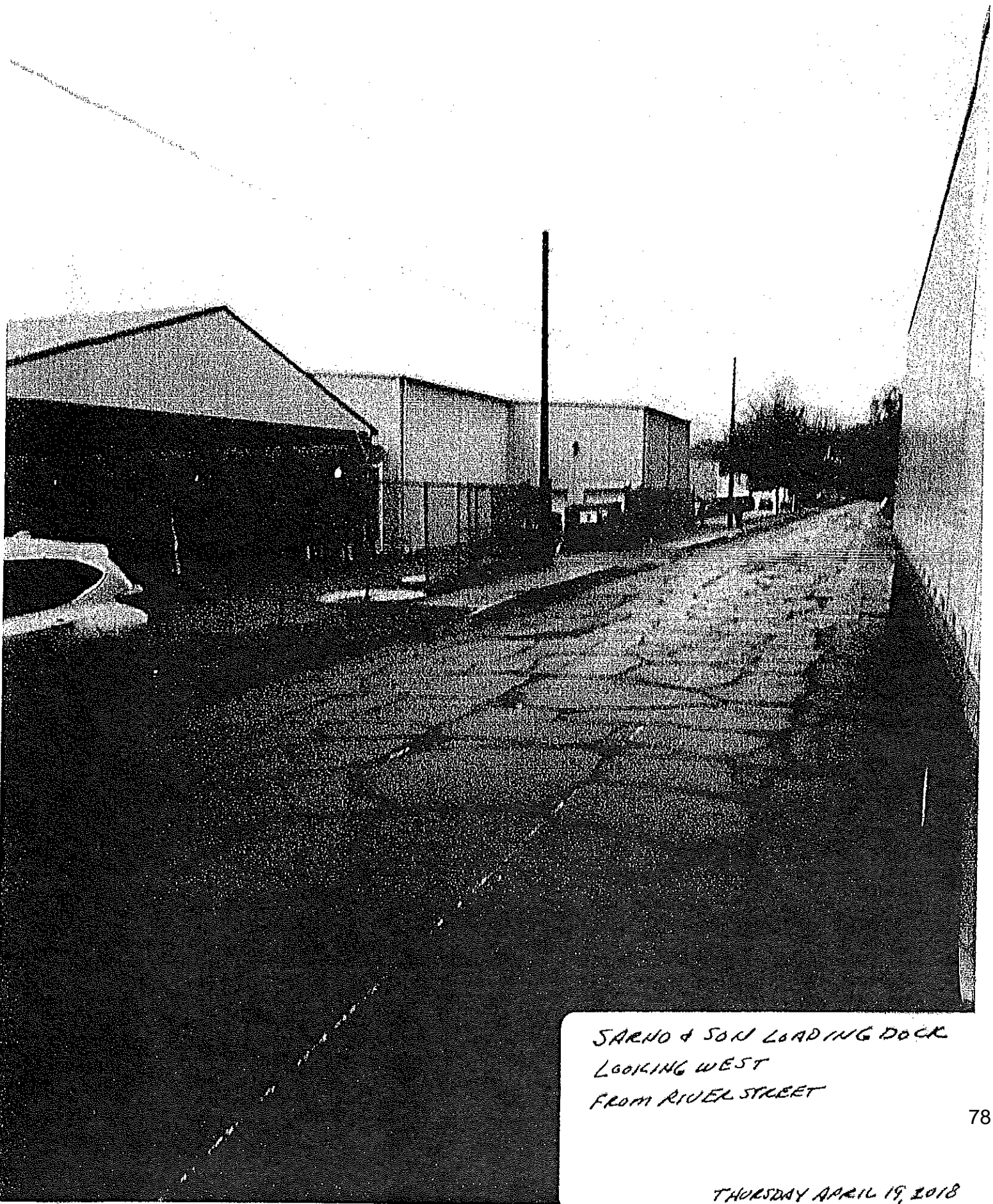
Lori Reed
City Clerk

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

THURSDAY APRIL 19, 2018

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



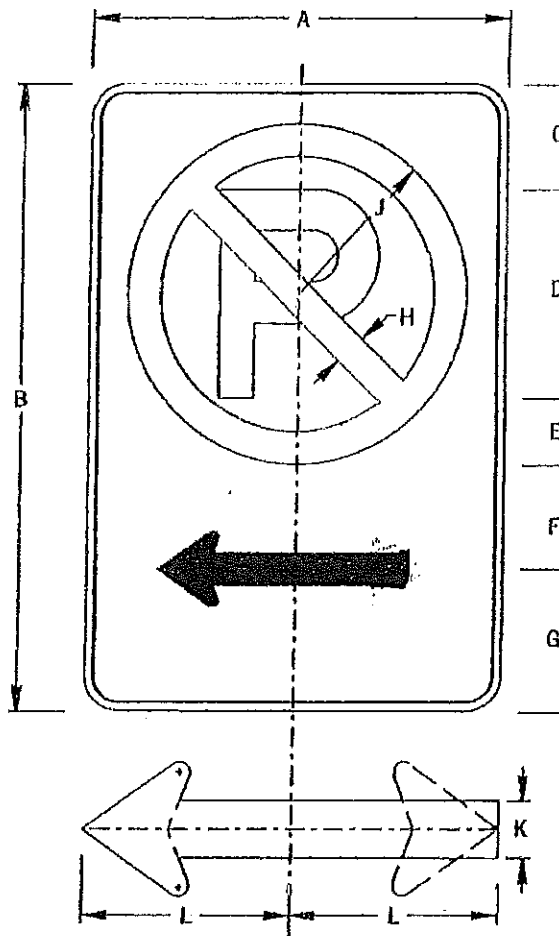


SARNO & SON LOADING DOCK
LOOKING WEST
FROM RIVER STREET

R7-302

NO PARKING SYMBOL /ARROW SIGN

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



NOTE:
SEE STANDARD ARROW
FOR DIMENSIONS OF
ARROWHEAD

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

COLOR:

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

BACKGROUND:
WHITE (REFLECTORIZED)

"P":
BLACK (NON-REFLECTORIZED)

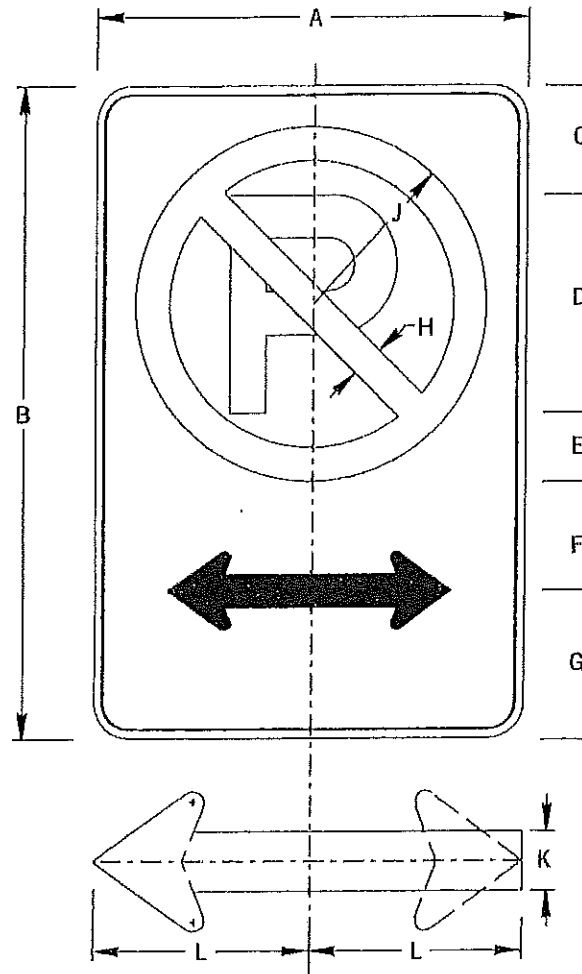
APPROVED FOR THE SECRETARY OF TRANSPORTATION

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

R7-302

NO PARKING SYMBOL /ARROW SIGN

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



NOTE:
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FOR DIMENSIONS OF
ARROWHEAD

DIMENSIONS - IN												
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	MAR- GIN	BOR- DER	BLANK STD.
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:
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"P":
BLACK (NON-REFLECTORIZED)

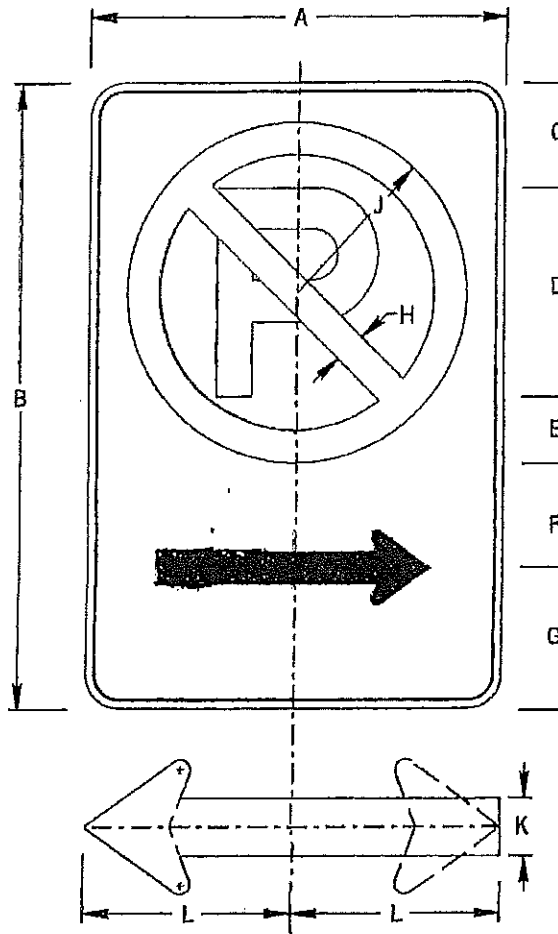
APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : Shirley 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												
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12" x 18"	3	6E(M)	1.9	3	4.1	1	4.9	0.8	3.8	0.4	0.4	B6-1218

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"P":
BLACK (NON-REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

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



DEPARTMENT OF LAW

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

May 21, 2018

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

RECEIVED

MAY 21 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

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

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF COUNCIL NO. _____

2018

AN ORDINANCE

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

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

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

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

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

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

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

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

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

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

Revised May 21, 2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P
1	2018 Community Development Block Grant														
2							National	Matrix	Applicant's	OECD	Legislation	Public Serv	Amended	Amended	
3	Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	Objective	Code	Proposed Amt.	Score	11/09/17	11/09/17			
4	City of Scranton (OECD)	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Liza Carroll Dir. Of Housing	Housing Rehabilitation Program- Emergency Citywide	With this funding OECD can do Emergency Repairs to a property in the City of Scranton. Owners must meet income guidelines.	14A	LMI	\$ 200,000.00	100%	\$75,000.00		\$75,000.00		
5	City of Scranton (Fire Department)	6/14/2017	340 N. Washington Ave. Scranton, PA 18503	Allen Lucas Deputy Fire Chief	Scranton Engine # 7	Funding of 3rd payment on Fire Engine loan (see Narrative attached to Application for full description) ONLY NEEDS \$50K	03O	LMA	\$ 150,000.00	100%	\$50,000.00		\$50,000.00		
6	City of Scranton (Licensing, Inspections & Permits)	6/29/2017	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	2018 Community Development Block Grant										Legislation	Public Serv	Amended Legislation	Amended Legislation	
2							National	Matrix	Applicant's	OECD	Passed	Passed			
3	Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	Objective	Code	Proposed Amt.	Score	11/09/17	11/09/17			
11	City of Scranton (OECD)	07/31/17	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	2018 CDBG Admin for HOME	2018 CDBG Admin for HOME admin per 570.208 Matrix21H	21H	NA	\$ 20,000.00		\$20,000.00		\$30,000.00		
12	City of Scranton (OECD)	7/31/2017	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	Section 108 Loan Payment	Payment of 2019 Section 108 Loan-Scranton Hotel	19F	NA	\$ 290,850.00	100%	\$ 290,850.00		\$ 290,850.00		
13	City of Scranton (OECD)	7/31/2017	340 N. Washington Ave. Scranton, PA 18503	Mary Maroon Director of Finance and Compliance	Section 108 Loan Payment	Payment of 2019 Section 108 Loan-Stearns Mall Partners	19F	NA	\$ 208,100.00	100%	\$ 208,100.00		\$ 208,100.00		
14	Boys and Girls Club of NEPA	7/31/2017	609 Ash Street Scranton, PA 18510	Julianne Curcua Development Director	Park It Program	The Park It Program is in the neighborhood version of the City of Scranton and the Scranton School District's sites in low-income neighborhoods to provide programming	05D	LMA	\$ 47,577.00	97%		\$15,000.00		\$15,000.00	
15	Scranton Police Department	8/1/2017	100 S. Washington Ave Scranton, PA 18503	Maggie Perry Grant Manager	Community Development Officer Program	Hiring four (4) full time Community Development Officers to patrol low to moderate income areas only	05I	LMA	\$ 261,848.00	100%		\$261,000.00		\$261,000.00	
16	St. Joseph's Center	8/2/2017	1213 Prospect Ave Scranton, PA 18505	Sr. Maryalice Jacquinot	Mother Infant Program	The mother infant program is a transitional housing program, providing supervised apartment living, intensive case management, and support services to five (5) homeless families at the time to prepare them to	0.97	5	\$ 25,000.00	97%		\$8,000.00		\$8,000.00	
17	North Scranton Neighborhood Association Watch	8/2/2017		McLain Park Improvement Project	Kathleen Quinn Co-President	Removal of hazardous playground apparatus and replace with state of the art playground equipment. Replacing fencing, walkways inside the park, resurfacing the basketball court and backboards. Purchase and install of flippole and trash receptacles NOTE: McLain Park received \$150,000 in 2017 Action Plan for project	1	03F	\$ 200,000.00	100%	\$100,000.00		\$100,000.00		
18	The Catherine McAuley Center	8/3/2017	430 Pittston Avenue Scranton, PA 18505	Rapid Re-Housing Support for Homeless Women Exiting Emergency Shelters	St. Theresa Marquez Executive Director	Six (6) months of case management support and rental assistance to three (3) women and their children to move toward permanent housing	05S	LMC	\$ 12,000.00	97%		\$5,000.00		\$5,000.00	

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

Revised May 21, 2018

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P
1	2018 Community Development Block Grant										Legislation	Public Serv	Amended Legislation	Amended Legislation	
2							National	Matrix	Applicant's	OECD	Passed	Passed			
3	<u>Applicant Name</u>	<u>Date Rec'd</u>	<u>Address</u>	<u>Contact Person</u>	<u>Project Name</u>	<u>Project Description</u>	<u>Objective</u>	<u>Code</u>	<u>Proposed Amt</u>	<u>Score</u>	11/09/17	11/09/17			
19	Post 25 VFW	8/3/2017	2291 Rockwell Ave Scranton, PA 18508	Scranton Veterans Memorial Park Project	Patrick Dhern Volunteer	Phase II of veterans memorial park completion of park area includes flag station, park equipment, monument completion	53	03F	\$ 295,000.00	53%			\$0.00		
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	TOTAL								\$ 5,394,375.00		\$1,890,000.00	\$330,000.00	\$2,369,526.00	\$330,000.00	\$2,699,526.00

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

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

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



May 25, 2018

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

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

Dear Mrs. Reed:

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

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

Fiscal Year 2018

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

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

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

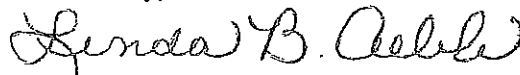
In order to keep City Council and the residents of Scranton informed of this change an amended Ordinance is being submitted to City Council for their approval with the proposed increases and decreases for each activity.

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

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

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

Sincerely,

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

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



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

DEPARTMENT OF LAW

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

RECEIVED

MAY 29 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

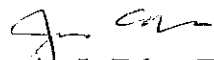
May 29, 2018

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

Dear Honorable Council Members:

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

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

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.

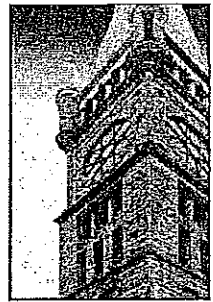
SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus 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 & 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 & 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 & 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 & 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 & 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><u>Jobs that Pay</u></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>NOTE: Jobs that Pay required data by the Department is for reporting purposes only and will NOT 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 & 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	
	Budget Total:	\$125,000.00

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 & 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.
- (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 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/ 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 Mayor

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

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
TOTALS	\$125,000	\$0	\$125,000	\$125,000	\$0

Payment Amount Requested	\$125,000
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SECTION III: DEPOSITORY	
BANK NAME & ADDRESS Peoples Security Bank 150 NORTH WASHINGTON AVENUE SCRANTON PA 18503	LAST 4 DIGITS OF BANK ACCOUNT NUMBER ONLY 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.			
SIGNATURE OF AUTHORIZED OFFICIAL 	NAME & TITLE (TYPE OR PRINTED) DAVID M. BULZONI, BUSINESS ADMINISTRATOR		
CONTACT PERSON REBECCA McHULLEN	PHONE NUMBER 570-348-4118	EMAIL ADDRESS RMCHULLEN@SCRANTONPA.EDU	DATE SUBMITTED 05-25-2018

SECTION V: DCED APPROVAL	PROGRAM MANAGER INITIALS & DATE <div style="height: 40px; border: 1px solid black;"></div>
---------------------------------	--

DCED USE ONLY						
ACCT CODE LINE	FUND	COST CENTER	COMMITMENT NUMBER	OBJ	BUDGET PERIOD	AMOUNT
TOTAL:						



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

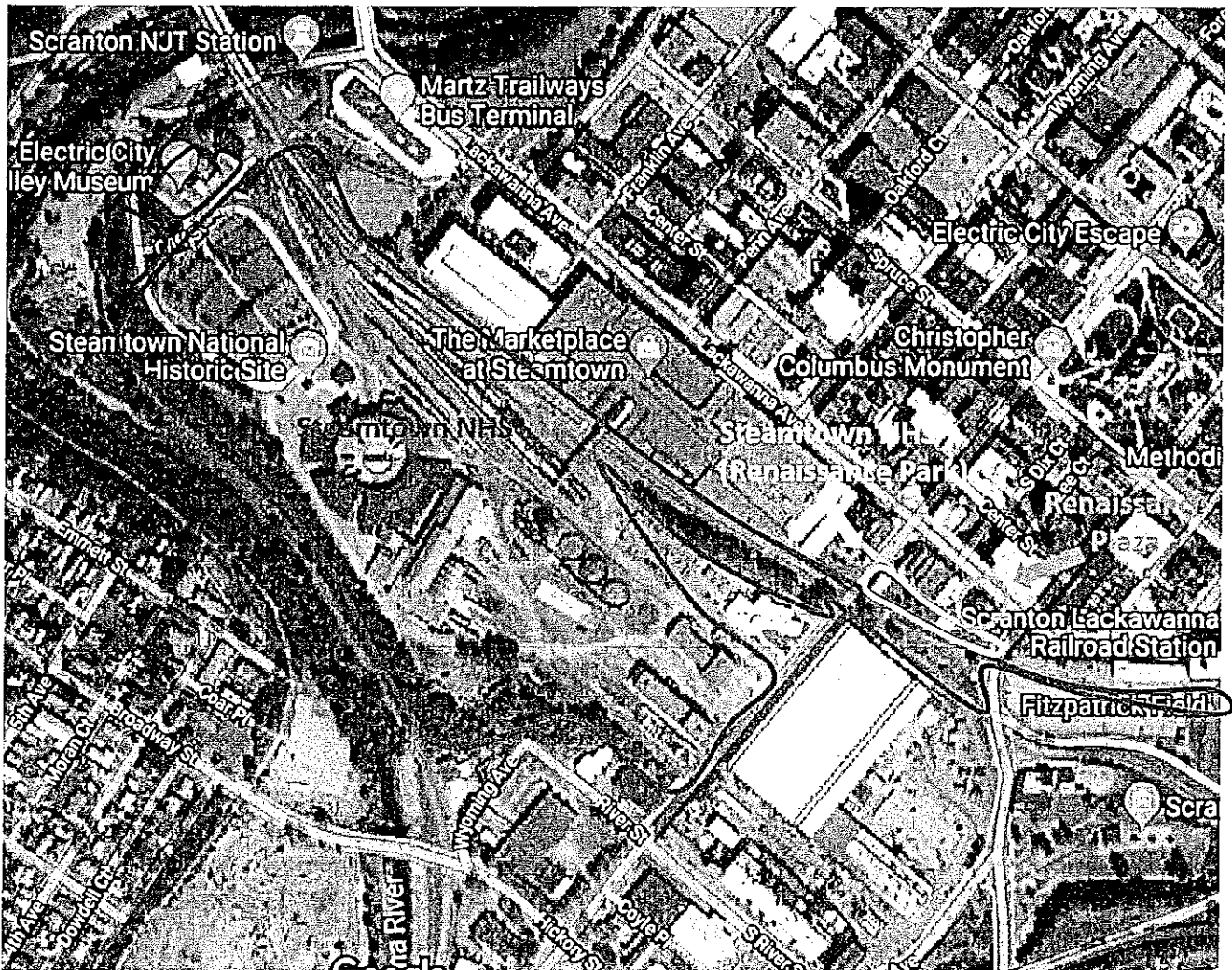
Approved as to Form:

Jessica Eskra, City Solicitor

Date

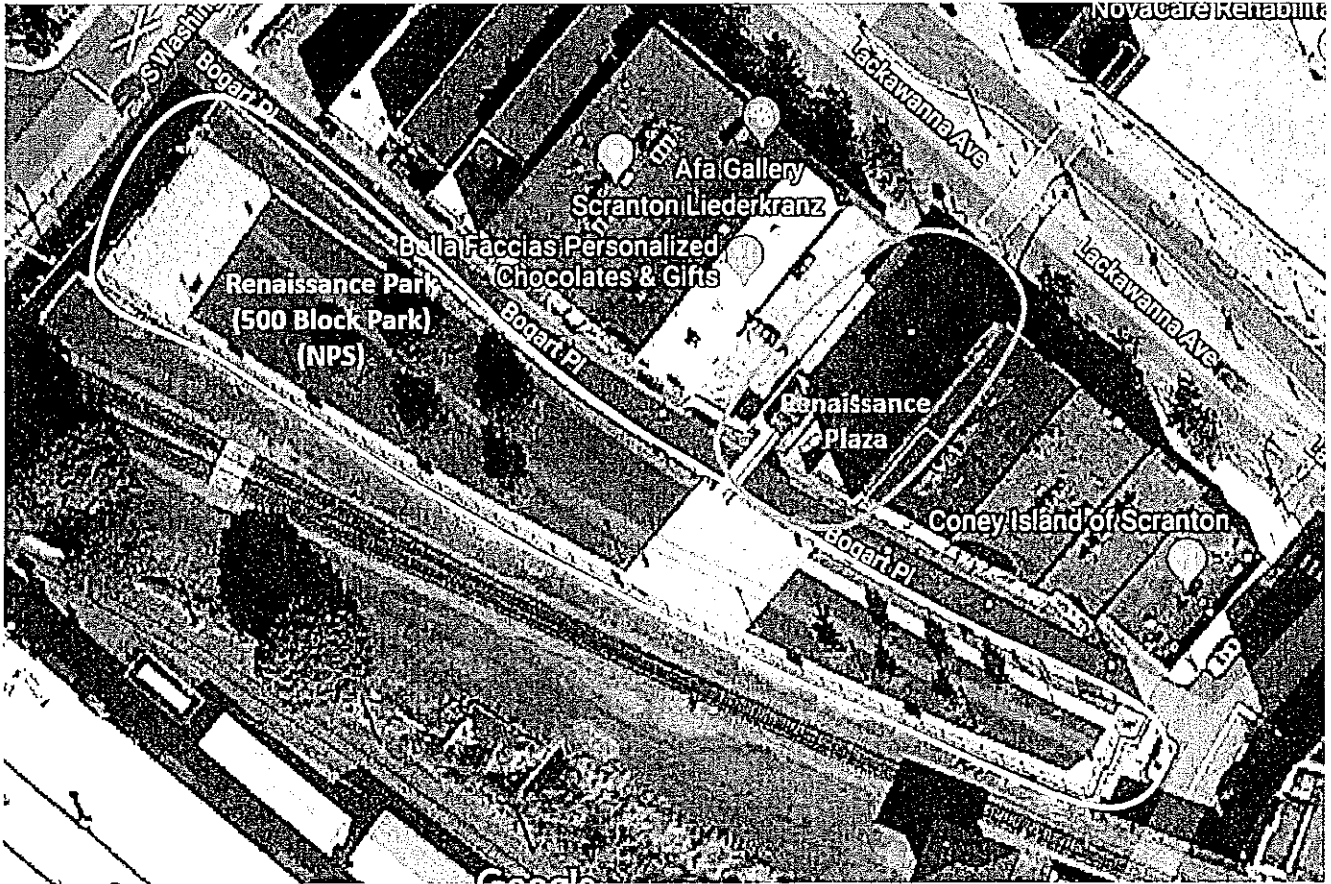
Attachment 1: Aerial Map of Steamtown NHS in relation to Renaissance Plaza

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

PENNSYLVANIA 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

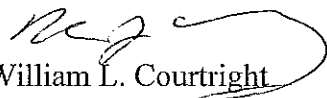
Dear Council Members:

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



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