

AGENDA
REGULAR MEETING OF COUNCIL
June 25, 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 REPORT FOR HEARING DATE TO BE HELD JUNE 27, 2018.

[Tax Assessor's Report for 6-27-18.pdf](#)
 - 3.B TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD JUNE 13, 2018.

[Tax Assessor's Results Report for 6-13-18.pdf](#)
 - 3.C MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD MAY 16, 2018.

[Firefighters Pension Commission Meeting 5-16-18.pdf](#)
 - 3.D MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD MAY 16, 2018.

[Scranton Police Pension Commission Meeting 5-6-18.pdf](#)
 - 3.E MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD MAY 16, 2018.

[Composite Pension Board Minutes 5-16-18.pdf](#)

- 3.F MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD MAY 16, 2018.

[Non-Uniform Municipal Pension Board Minutes 5-16-18.pdf](#)

- 3.G AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD June 20, 2018.

[Agenda for Non-Uniform Municipal Pension Board 6-20-18.pdf](#)

- 3.H CHECK RECEIVED IN THE AMOUNT OF \$61,694.36 FROM THE SCRANTON HOUSING AUTHORITY PARK GARDENS WHICH IS IN LIEU OF TAXES FOR THE CITY OF SCRANTON.

[Check Received from S.H.A. in lieu of taxes 6-18-2018.pdf](#)

- 3.I CHECK RECEIVED IN THE AMOUNT OF \$2,262.00 FROM GOODWILL AT NORTH GERALD T. LANGAN APTS. WHICH IS IN LIEU OF TAXES FOR THE CITY OF SCRANTON.

[Check Received from Goodwill at North Gerald t. Langan in lieu of taxes 6-21-18.pdf](#)

- 3.J AGENDA FOR THE CITY PLANNING COMMISSION MEETING TO BE HELD JUNE 27, 2018.

[Agenda for City Planning Commission 6-27-18.pdf](#)

4. CITIZENS PARTICIPATION

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

- 5.A MOTIONS

- 5.B FOR INTRODUCTION - AN ORDINANCE - CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229632 ENTITLED "2016 SETTLEMENT AWARD" FOR THE RECEIPT OF UNDISTRIBUTED FUNDS FROM THE 2016 POLICE AND FIRE COURT AWARD, CITY OF SCRANTON 2016 SETTLEMENT FUND ACCOUNT.

[Ordinance 2018 Special Account No. 02.229632 the 2016 Settlement Award.pdf](#)

- 5.C FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN ADMINISTRATIVE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON AND PHOENIX ADMINISTRATORS, LLC D/B/A PERFORMANCE HEALTH, A LICENSED OHIO THIRD PARTY ADMINISTRATOR ("COMPANY") TO PROVIDE DISCOUNTS TO EMPLOYEES AND THEIR DEPENDENTS THROUGH THE COMMONWEALTH CARD PROGRAM.

[Resolution 2018 Service Agreement LLC DBA Commonwealth card program.pdf](#)

- 5.D FOR INTRODUCTION - A RESOLUTION - RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SCRANTON THROUGH THE KEYSTONE HISTORIC PRESERVATION GRANT FROM THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS TO ACCEPT THE GRANT FUNDS IN THE AMOUNT OF \$80,000.00 TO BEGIN PRESERVATION WORK ON THE SCRANTON MUNICIPAL BUILDING.

[Resolution 2018 Grant Funds for Preservation work on Municipal Building.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - FILE OF THE COUNCIL NO. 21, 2018 - 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](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - FILE OF THE COUNCIL NO. 22, 2018 - 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](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - FILE OF THE COUNCIL NO, 23, 2018 - AS AMENDED - 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.

[FOC 23 - 2018 As Amended - Amending Foc 37, 2016 metered parking.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON FOR ADOPTION -
RESOLUTION NO. 53, 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.

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

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION -
RESOLUTION NO. 54 , 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.

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

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 06/27/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	KARAFFA DANIELLE & ALLAN	SCRANTON CITY	14618030020	CHRISTIAN OWENS	22000	
12:20 PM	OWENS, THOMAS & LISA MARIE	SCRANTON W-23	13513040053	CHRISTIAN OWENS	15500	
12:30 PM	LEONARD ROGER	SCRANTON	1341504000166		38500	
12:40 PM	STEFANIC JOHN	SCRANTON CITY	14618020014	PAUL KELLER	21000	
12:50 PM	MENACHEM AVIYAH & AHAVA	SCRANTON CITY	15705010006	JUSTIN SULLA	17000	
1:00 PM	NARDELLI MARIA C & JOSEPH A	DUNMORE	1580302001381	JUSTIN SULLA	56000	
1:05 PM	RPG REAL ESTATE LLC	SCRANTON CITY	1351401004402		17000	
1:15 PM	GAVIN JULIE	COVINGTON TWP	2050204000147		27500	
1:25 PM	GLYNN KEITH J & KRISTAN M	LA PLUME	0480301000600		24000	
1:35 PM	LEARN JAMES B & VINCIQUERRA L	THORNHURST TWP	2460402001401		39100	
1:45 PM	SLAVINSKI J & MCALLISTER J & R	SPRINGBROOK TWP	2110402000101		16540	
1:55 PM	PETTIGREW JUSTIN & DANIELLE	GLENBURN TWP	0800304000621	GREGORY PASCALE	54750	
1:55 PM	KIMSAL LINDA & RICHARD	THORNHURST	24904010048		27000	
2:05 PM	ADAMS MICHAEL D JR & MARY A	CARBONDALE CITY	04514020043		8950	
2:15 PM	MARCAVAGE MICHAEL A & DAVID T	FELL TWP	03515020016		10200	
2:25 PM	HOBAN JAMES	MOOSIC	1850102001055		32750	
2:35 PM	ZELNO ROBERT P & MARY ELLEN	ARCHBALD	0940402000128	LAURA TURLIP	66700	
2:45 PM	LLOYD MICHAEL J JR & ALLYSON	SPRINGBROOK TWP	21004010018		50250	
2:55 PM	PICCINI NICHOLAS A&ANN MARIE	SPRINGBROOK TWP	21802020001		102250	
3:05 PM	YVAS DIPEN, NISHA P & VIKRAM N	MOOSIC	1850102001048		46500	
3:15 PM	STANTON JAMES D III & JUANITA	THORNHURST TWP	24902020023		18500	

TOTAL RECORDS

21

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JUN 15 2018
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Friday, June 15, 2018

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Linda Crofton 5709636385

(02/02) 06/15/2018 12:17:45 PM

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TAX ASSESSOR'S REPORT

Hearing Date: 06/13/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	WALSH TALIA	JEFFERSON TWP	13804020012		3000	3000
12:25 PM	MOORE ANGELA C/O LOCASCIO	OLD FORGE	1750801000306		16000	14400
12:45 PM	DRAGWA KYLE J & CYNTHIA M	CARBONDALE TWP	0641004000902		28200	28200
12:55 PM	COLEMAN JOSEPH & ALICE	SCRANTON	15512010002	JOHN PESOTA	30300	30300
1:05 PM	SMITH SANDRA R & TURELL SUSAN	BLAKELY	1031801000411		40000	36800
1:15 PM	SHERUDA MICHAEL G & AVETIAN M	BENTON TWP	0280301000304		15000	9000
1:25 PM	ROUSE PATRICK & MARY	CLIFTON	2310401000602		5000	3000
1:35 PM	STALICA MICHAEL & LESLIE	NEWTON	1200401003003		69000	42000
1:45 PM	GEDRICH E & MA C/O GILL CHRIS	COVINGTON TWP	2130201000210		43000	39000
1:55 PM	LESCHAK DAVID	SCOTT	0510101000401		24000	23200
2:05 PM	DIETZ DAVID D & DARLENE J P	THORNHURST TWP	24603010005		44000	34000
2:15 PM	DOLPHIN JOSHUA D WETZEL S	SCRANTON	15719030042		25000	25000
2:25 PM	BERARDI ANTONIO & BETH G	SCRANTON	14510020044		12800	11800
2:35 PM	BURKE THOMAS M SR & LELA M	SCRANTON	17706020031		18500	13000
2:55 PM	WILKES DANIELLE	SCRANTON	15710020025		14450	14450
3:05 PM	RSP ENTERPRISE LLC	SCRANTON	15716010034	RICHARD FANUCCI	35000	35000
3:05 PM	RSP ENTERPRISE LLC	SCRANTON	1571601003501	RICHARD FANUCCI	2424	2424
3:05 PM	RSP ENTERPRISE LLC	SCRANTON	1571601003502	RICHARD FANUCCI	2500	2500
3:15 PM	HARRIS THOMAS & KATHRYN	NEWTON TWP	1310101002202		19000	16500

TOTAL RECORDS 19

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Tuesday, June 19, 2018

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(01/01) 06/19/2018 02:19:11 PM

Melissa Maguire 5709636385



CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

Minutes

May 16, 2018

The Scranton Firefighters Pension Commission was called to order at 08:33 hrs. The following members were in attendance:

Chairman John Judge (Absent)

Secretary Brian Scott

Active Rep. Jim Sable

Retired Rep. Bernard Garvey

Retired Rep. Terry Osborne (Absent)

Attorney Larry Durkin

Controller Rosanne Novembrino

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Motion to accept April 2018 minutes by Sable, second by Garvey. Motion carried.

Correspondence:

None

Bills:

Motion to pay Durkin and MacDonald LCC \$435.00 by Novembrino, second by Sable. Motion carried.

Old Business:

Sable stated he received a call from Paul Laskowski in reference to military buy-back refund. Durkin gave verbal opinion on Paul Laskowski military buy-back refund request. Durkin stated Auditor General report from Delaware County was based on Act 600 and the state has to give authority to refund contributions and this is not one of those cases. Durkin stated that Second Class A code has similar language and the authority on contribution refunds is narrowly defined. Sable asked

if the board could consider it a miscalculation and Durkin stated no that would be a stretch. Subject tabled until next meeting.

Sable stated there was a meeting with city on pension doctor fees issue and the city has tentatively agreed to split the pension doctor fees with the board. Sable stated the union wants sick days refunded to pregnant female firefighter. Sable stated the union has another meeting scheduled with the city on May 31, 2018.

Scott asked if Durkin had opinion yet for 5-year marriage rule for widow pensions. Durkin stated he did not.

Durkin stated it would be difficult for the board to go to Judge Mazzoni and ask for him to reconsider his decision in reference to retiree Jim Sweeney's questions on retiree raises to the board at April 2018 meeting.

New Business: None

Application for Membership: None

Application for Pension: None

Audience: None

Motion to Adjourn:

Motion to adjourn by Novembrino, second by Garvey. Motion Carried

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**SCRANTON POLICE PENSION
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS
MAY 16, 2018

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. JUSTIN BUTLER- PRESENT
3. NANCY KRAKE- PRESENT
4. ROSEANNE NOVEMBRINO-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

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MINUTES FROM WEDNESDAY APRIL 18, 2018 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY CAMMEROTA TO ACCEPT THE MINUTES AND SECONDED BY BUTLER. THE MOTION PASSED.

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. APRIL 17, 2018 THRU MAY 14, 2018 TO THE AMOUNT OF \$217.50

A MOTION MADE BY CAMMEROTA TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 217.50 FROM APRIL 17, 2018 THRU MAY 14, 2018. SECONDED BY NOVEMBRINO, ALL IN FAVOR MOTION PASSED.

COMMUNICATION:

NONE

A MOTION TO ADJOURN WAS MADE BY CAMMEROTA AND SECONDED BY TOLAN.
MEETING ADJOURNED AT 1006HRS.

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COMPOSITE PENSION BOARD MINUTES

May 16, 2018

The regular meeting of the Composite Pension Board was held on Wednesday, May 16th at 11:00AM in City Council Chambers.

The following were in attendance:

DAVID MITCHELL – Pres - Police Employee Representative
JOHN HAZZOURI – VP – Municipal Employee Representative
ROBERT SENCHAK – Fire Employee Representative
PAUL HELRING – Police Board Representative
ERNEST REICH – Municipal Board Representative
DANIELLE KENNEDY – (Proxy) Mayor
LORI REED – (Proxy) City Council
ROSEANN NOVEMBRINO – City Controller
LARRY DURKIN – Durkin MacDonald (Legal Counsel) 4/13/2020
JAMES KENNEDY – T. Anderson & Assoc. (Administrator)
MARK YASENCHAK – PFM Group (Trustee)

David Mitchell... Called the meeting to order, he asked if anyone on the Board had anything at this time, no response. He asked for a Motion to pass the Minutes of the April 18th meeting. **Motion made by John Hazzouri, seconded by Danielle Kennedy, all were in favor.**

Bills:

Legal services from 4/17-5/14 \$1,015.00 from Durkin MacDonald LLC. **Motion to pay made by John Hazzouri, seconded by Ernie Reich, all were in favor.**

Period of 3/1-3/31 for services rendered to PFM Asset Management for \$11,123.51. **Motion to pay made by Roseann Novembrino, seconded by John Hazzouri, all were in favor.**

BNY Mellon invoice for the cycle of 4/1/2018 for \$7,932.44 **Motion to pay made by Paul Helring, seconded by John Hazzouri, all were in favor.**

Correspondence:

A letter that was included in your Minutes from Jim Kennedy. He asked Jim if he wanted to speak on it. Jim said basically he put together a letter. We've had so many meetings talking

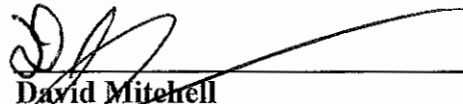
We ended April with \$69,671,544.00. May has been much better. May 11th before the disbursements we are at \$70,741,758.00.

Dave Mitchell... The only thing that he has under unfinished business is last week they had an opportunity to have a meeting with the City regarding the IME list, together with the police and fire to hopefully get the sewer money deposited into the pension fund. In that meeting he brought up with the City's attorneys about the letter that we sent, roughly about five to six weeks ago, asking them to put the funds into a Trust Controlled Account and the City labor council advised us that he didn't think that was needed at this point. That he feels confident that in the very short future the IME Panel List will be enacted and the trust should be completed and the funds should be disbursed into the pension fund. He explained to him that the Board still wished that the funds be put into a Trust Control Account. We got a little resistance there so it doesn't look like that is going to happen at this point.


Bob asked isn't that part of the contract. Larry said its' part of the Trust Agreement. Bob asked what's the next step. Larry said if we were going to push the issue he thinks the step would be to submit an Order. Dave asked an Order from the Court. Larry answered yes. Larry said we sent a request to the City, the Boards position was that it should be in an account titled the Trustee versus and account titled to the City. That was the vote. The Board had voted to ask him to do that and he did. We followed up with them at this past meeting. The vote was not to bring an action. Bob said he thinks we need to move forward to the next step. Larry said that's kind of the Board's option. The Board is a party to the Trust, the City is a party to the Trust, one party is not happy with the other. Dave asked if it would be a lawsuit or would it go to Motion Court. Larry said it would be a lawsuit. Larry said you would have to file an action it would not be a quick process.

Dave said a lot of things he can't divulge because its' contractual type discussions but he's hoping that we don't need to go that route and it's a lengthy process and not just going to Motion Court to go that avenue. At this point he wouldn't be an advocate to it. If it drags on much longer but he believes we're very close to completing that transaction, unless he mistaken, to take that drastic route of suing the City. He's just giving his opinion. If it keeps dragging out he would reluctantly want to take that route. That is the last course of action he would want this Board to take. Ultimately it would be up to the members of the Board. He's optimistic it's sooner than later. It closer than it was in the beginning of the year when we started these discussions.

Minutes approved June 20, 2018:



David Mitchell
President



Kathleen McGinn
Recording Secretary

City of Scranton
Pennsylvania

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JUN 20 2018

OFFICE OF CITY
COUNCIL/CITY CLERK



Non-Uniform Municipal Pension Fund

MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

MAY 16, 2018

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, May 16, 2018 at 9:30 A.M. in City Council Chambers.

In attendance were:

Ernest Reich, President

John Hazzouri, Vice President

Roseann Novembrino, City Controller

Larry Durkin, Esquire, Attorney for Board

Lori Reed, Proxy for City Council

Danielle Kennedy, Proxy for Mayor

President Reich asked for a motion to accept the minutes of the April 18, 2018 meeting as presented.

Mrs. Reed made a motion to accept the minutes from the prior meeting.

Mr. Hazzouri seconded the motion.

President Reich: On the question? All in favor? (All were in favor). Opposed? Motion carried.

of it but that part of it will be through. There is some other old business not gotten to yet. The Board asked to look into a buyback issue with Lisa Strelecki and will try to have it for the next meeting.

Since the last meeting, we got correspondence from some members of the non-uniform fund about the status since the last election of the board members. It is beyond the point where we needed to do an election for the employee seats. The Board should proceed with an election for the employee seats, typically handled by pension board secretary. Board should authorize her to proceed. It won't be until early July because of secretary being out at the end of this month with medical issue. Board should vote to get it started.

Mrs. Kennedy made a motion to proceed with the elections.

Mr. Hazzouri seconded it.

President Reich: All in favor? (All were in favor). Opposed? Motion carried.

President Reich: Anything from the floor. (No one responded).

Mr. Hazzouri made a motion to adjourn the meeting.

Mrs. Reed seconded it.

President: All in favor? (All were in favor).

Meeting adjourned at 9:38 A.M.

Minutes approved by: _____ Date: _____
Ernest Reich, President

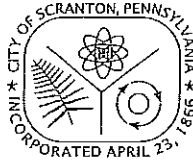
Respectfully submitted: _____ Date: _____
Kathy Carrera, Recording Secretary

Council of the City of Scranton

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

Lori Reed
City Clerk

Amil Minora, Esq.
Counsel



PROXY

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

I, Patrick Rogan, hereby revoke any previous proxies and appoint Lori Reed as my proxy to attend the meeting of:

Non-uniform pension board

On:

May 16, 2018

And any continuation or adjournment thereof and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

This proxy and the authority represented herein is valid only on the above date and shall not survive said date.


Dated: 5.16.18

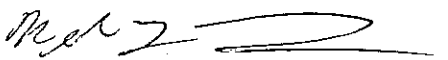
Signed: Pat Rogan

Witness: Jeannine Davidson

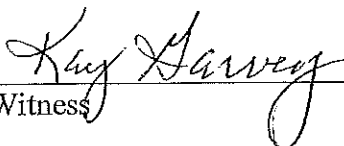
PROXY

I, William L. Courtright, hereby revoke any previous proxies and appoint Danielle Kennedy, Human Resource Director/Assistant Business Administrator, as my proxy to attend the meeting of the Non-Uniform Pension Board Meeting and any continuation or adjournment thereof, and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

DATE: 05/16/18 



Mayor William L. Courtright
City of Scranton



Witness



JUN 20 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Non-Uniform Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

AGENDA

JUNE 20, 2018

1. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$4,263.00 WHICH REPRESENTS SERVICES RENDERED FROM MAY 15, 2018 THROUGH JUNE 15, 2018.
2. RECEIVED CHECK # 114 DATED JUNE 6, 2018 IN THE AMOUNT OF \$264.00 FROM EUGENE HICKEY WHICH REPRESENTS PAYMENT OF HIS PENSION CONTRIBUTIONS FOR ALL OF 2018.
3. RECEIVED CHECK # 5419 DATED JUNE 16, 2018 IN THE AMOUNT OF \$22.00 FROM SCOTT THOMAS WHICH REPRESENTS PAYMENT OF HIS PENSION CONTRIBUTION FOR JULY, 2018.
4. RECEIVED A REQUEST FOR A PENSION FROM FORMER LIBRARY EMPLOYEE SCOTT THOMAS. MR. THOMAS HAS CONTRIBUTED 370 MONTHS TOWARD HIS PENSION AND WILL REACH THE AGE OF 55 YEARS ON JULY 25, 2018. HE WILL BE ELIGIBLE FOR A 30 YEAR PENSION AT \$600.00 PER MONTH.

5. RECEIVED AN INVOICE DATED JUNE 18, 2018 IN THE AMOUNT OF \$43.00 PAYABLE TO LACKAWANNA PRINTING COMPANY FOR A BOX OF 500 ENVELOPES.
6. RECEIVED AN ESTIMATED REPAYMENT OF MEMBER CONTRIBUTIONS FROM THOMAS ANDERSON & ASSOCIATES FOR DAVID BULZONI, CITY BUSINESS ADMINISTRATOR.
7. THE FOLLOWING EMPLOYEES HAVE SUBMITTED REQUESTS TO REPAY PENSION CONTRIBUTIONS REFUNDED TO THEM IN ORDER TO BE CREDITED FOR TIME TOWARD THEIR PENSIONS:

ANGELA DUFFY - SINGLE TAX OFFICE

DEBRA MCLAIN – SINGLE TAX OFFICE

MARY ANN MALONE – SINGLE TAX OFFICE



DEPARTMENT OF BUSINESS ADMINISTRATION

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

MEMORANDUM

RECEIVED
JUN 19 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

DATE: June 18, 2018
TO: Wayne Beck, City Treasurer
FROM: Nancy Krake, Staff Accountant
RE: Check for Deposit

Enclosed kindly find the following check received from the Scranton Housing Authority Park Gardens, which is payment in lieu of taxes for the City of Scranton:

Scranton Housing Authority	Ck. # 025363	\$61,694.36
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This check is to be deposited into Account #01.359.35910

cc: Mayor Bill Courtright
Roseann Novembrino, City Controller
Scranton City Council ✓
File



RECEIVED
JUN 21 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

DEPARTMENT OF BUSINESS ADMINISTRATION

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

MEMORANDUM

DATE: June 21, 2018
TO: Wayne Beck, City Treasurer
FROM: Nancy Krake, Staff Accountant
RE: Check for Deposit

Enclosed kindly find the following check received from Goodwill at North Gerald T. Langan Apts (C/O Community Realty Management), which is payment in lieu of taxes for the City of Scranton:

Goodwill at North Gerald T. Langan Apts	Ck. # 103	\$2,262.00
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This check is to be deposited into Account #01.359.35900

cc: Mayor Bill Courtright
Roseann Novembrino, City Controller
Scranton City Council ✓
File



CITY PLANNING COMMISSION

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

CITY PLANNING COMMISSION

June 27, 2018

6:00 PM

RECEIVED
JUN 21 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Meeting Location
City Council Chambers 2nd Floor
City Hall
340 N. Washington Ave.
Scranton, PA

OLD BUSINESS:

1. Review of Final Land Development plan by BS Scranton LLC to construct a 48 unit midrise apartment building adjacent to the existing Kildare's Irish Pub at 119 Jefferson Ave. (C-D zone)

NEW BUSINESS:

1. Review of Final Subdivision plan by D&L Realty to subdivide a 17,750 sf (0.41 acres) parcel from a 91.8 acre tract for billboard construction between Staples and Fairfield Inn at the I-81 Right of Way. (C-G zone)

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229632 ENTITLED "2016 SETTLEMENT AWARD" FOR THE RECEIPT OF UNDISTRIBUTED FUNDS FROM THE 2016 POLICE AND FIRE COURT AWARD, CITY OF SCRANTON 2016 SETTLEMENT FUND ACCOUNT.

WHEREAS, this Special City Account is being established for the receipt of undistributed funds from the 2016 Police and Fire Court Award, City of Scranton 2016 Settlement Fund account; and

WHEREAS, this account shall remain active until such time as remaining funds are disbursed or funds are escheated to the State as unclaimed property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229632 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 12, 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 undistributed funds from the 2016 Police & Fire Court Award, City of Scranton 2016 Settlement Fund account. This account shall remain active until such time as remaining funds are disbursed or funds are escheated to the State as unclaimed property.

02.229632
2016 Settlement Award

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 18 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

June 15, 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. 02.229632 ENTITLED "2016 SETTLEMENT
AWARD" FOR THE RECEIPT OF UNDISTRIBUTED FUNDS FROM THE 2016
POLICE AND FIRE COURT AWARD, CITY OF SCRANTON 2016 SETTLEMENT
FUND ACCOUNT.

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 AN ADMINISTRATIVE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON AND PHEONIX ADMINISTRATORS, LLC D/B/A PERFORMANCE HEALTH, A LICENSED OHIO THIRD PARTY ADMINISTRATOR ("COMPANY") TO PROVIDE DISCOUNTS TO EMPLOYEES AND THEIR DEPENDENTS THROUGH THE COMMONWEALTH CARD PROGRAM.

WHEREAS, the Company desires to establish the City of Scranton Health Plan, a self-funded plan, to provide benefits to its employees and their dependents. The Company will provide claims processing, claims payment and other administrative services subject to the terms and conditions of the Administrative Services Agreement. A copy of the Agreement is attached hereto marked as Exhibit "A" and incorporated herein by reference hereto; and

WHEREAS, the Company desires to utilize the High Performance Provider Access Savings to its Plan members to provide savings to covered employees as specified under the Service Contract Act and Related Federal Laws.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are authorized to execute and enter into an Administrative Services Agreement by and between the City of Scranton and Phoenix Administrators, LLC d/b/a Performance Health, to provide discounts to employees and their dependents through the Commonwealth Card Program.

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



February 13th, 2018

Millennium Administrators, Inc.
Attn: Sara Picard
509 Salfordville Road, Unit #4
Lederach, PA 19450

Dear Sara,

As a follow up to our conversation, Performance Health is the sole provider of the deep discounts achieved through Commonwealth Card Program that we offer.

There is no other provider that can deliver the discounts achieved by Performance Health or access our contracted rates. Because the overwhelming percentage of the client's claims are through our provider network that is the only way to achieve the discount.

Please feel free to contract me with any questions.

Regards,



Performance Health

Todd S. Houston

President

houston@myperformancehlth.com

(c)440.989.7755

1991 Crocker Road, Suite 215
Westlake, OH 44145
844.675.8540
www.myperformancehlth.com

Phoenix Administrators, LLC
Administrative Services Agreement

This Administrative Services Agreement (the "Agreement") is entered into this 14th day of June, 2018 to be effective July 1, 2018 by and between The City of Scranton. ("Company"), a Pennsylvania entity and Phoenix Administrators, LLC dba Performance Health, a licensed Ohio third party administrator ("TPA").

The Company has established the The City of Scranton Health Plan, a self-funded benefit plan, to provide benefits to its employees and their dependents. The Company is, under the terms of the Plan the Plan "Administrator" and "Named Fiduciary" and, as such, has the authority to enter into this Agreement.

The Company desires to utilize the High Performance Provider Access Savings to its Plan members to provide savings to covered employees as specified under the Service Contract Act and Related Federal Laws.

For the considerations stated hereinafter, the Company and the TPA agree to the following provisions:

1.0 Services and Term

- 1.1 Provision of Services – Subject to the terms and conditions of this Agreement, for the term of this Agreement, TPA shall provide to Company, and Company shall purchase from TPA, the Services as set forth in this Agreement and any Exhibits attached hereto.
- 1.2 Term – This agreement will be for a period of twelve month commencing July 1, 2018. This agreement will automatically renew on a year-to-year basis with the same terms and conditions unless either party provides a written sixty (60) day termination notice or request to modify the Agreement prior to the end of the initial term or renewal date thereafter.

2.0 Funding

- 2.1 The TPA will notify the Company on or about the 5th of each month the amount of funds required to pay the monthly invoice for the upcoming month as defined in Exhibit B.
- 2.2 As the plan fiduciary, the Company agrees to remit all necessary funds, including claim funding, no later than the 25th of each month, regardless of any pending reimbursements due from any reinsurance carrier.
- 2.3 Company agrees to fund all claims funding request within 7 business days from the date of the request from TPA. Any delay in funding may cause the suspension of services.

3.0 Duties of TPA

- 3.1 The TPA shall provide claims processing, claims payment and other administrative services as defined below. The TPA will perform these services within the terms and conditions of the Plan and in accordance with industry standards. The Company, as Plan Administrator, shall have sole responsibility for the interpretation of all Plan Documents subject to any limitations imposed by law.

In performing the services described in this Paragraph 3.1, the TPA shall do the following:

- a. Answer specific questions from Plan participants relative to the benefits available to them under the Plan and answer specific questions regarding claims for benefits;

- b. Receive and process claims and/or deny such claims for benefits in accordance with the terms of this agreement;
 - c. Make claims payments from an claim account established by the TPA and funded by the Company and provide Company with a listing of all drafts or checks issued;
 - d. Creation of Plan Summary of Benefits for Company review and approval.
 - e. Issue provider/participant payment from Companies claim account and explanation of benefits to members and/or providers (EOB)
 - f. Issue High Performance identification cards
 - g. Communicate as appropriate with physicians, hospitals, and other persons or institutions supplying services, in order to clarify or verify claims;
 - h. Maintain records of coverage and claims history for Plan participants;
 - i. Provide information readily available from the claims payment system concerning the operation of the Plan for Company to completed required state and federal reporting
 - j. Provide personnel and adequate procedures for the adjudication of claims and the issuance of claims, drafts or checks. However, Company assumes responsibility for making final determination for the adjudication of claims.
- 3.2 The TPA shall provide standard system reports as defined in the implementation guide to the Company with respect to the services performed hereunder. Custom reporting is available upon request, TPA shall provide a quote within ten (10) business days upon receipt of request for custom reporting.
- 3.3 The TPA will, at the request of the Company, provide or coordinate with outside companies for other services to the Plan at cost shown in Exhibit A. The Company acknowledges and agrees that the TPA has advised the Company of the inclusion of the following services to include subrogation, an auditing company for claims review, a utilization review company for pre-certification and concurrent review, second surgical options and case management services, health and wellness management company and prescription benefit manager.
- 3.4 The TPA shall honor any valid participant or beneficiary assignment of benefits to any person qualified to be an assignee under the terms of the Plan.
- 3.5 In the performance of its duties, the TPA may be required to consult with legal counsel. In the event legal counsel is sought, Company shall pre-approve any consultation and/or provide a legal representative and be responsible for legal fees incurred.
- 3.6 In the performance of its duties, the TPA shall not be required to perform any function or act which shall constitute violations of the applicable state and/or Federal laws.
- 3.7 The TPA shall not be responsible for consulting services, legal services, investment services, accounting services, or any other services unless such responsibility is expressly stated by and agree to by TPA in this Agreement.

4.0 TPA Service Fees

- 4.1 Upon execution of this Agreement, the Company shall pay the agreed upon monthly administrative fees as listed in Exhibit A
- 4.2 The TPA reserves the right to increase administrative fees if there is a decrease in enrollment of 20% or more.
- 4.3 Unless otherwise agreed to in writing, TPA shall retain the right to select the method by which administration fees shall be determined.
- 4.4 Run out services are not included in this agreement.

5.0 Duties of Company

- 5.1 Upon execution of this Agreement, the Company shall also provide a list of all employees and dependents indicating those eligible for participation in the Plan or of the effective date agreed upon. The Company shall provide the TPA with updated eligibility information.
- 5.2 The Company shall promptly notify the TPA in writing of the enrollment, change or termination for any employee in the Plan.
- 5.3 The Company shall provide the TPA with copies of all complaints filed against the Company relating to health plan issues. Copies of such documents will be provided to the Company if received by the TPA.
- 5.4 The TPA shall maintain all records, consistent with services performed hereunder, necessary and required for the operation of the Plan. The Company shall have reasonable access to these records. Upon termination of this Agreement, the TPA will provide, at reasonable costs, such Plan records as the Company requests.
- 5.5 The Company shall provide the TPA a fully executed copy of the implementation guide, the provision of which are representations by the Company, and are incorporated herein by reference. The provisions are a material inducement to the execution of this Agreement by the TPA.

6.0 Termination

- 6.1 The TPA reserves the right to terminate this Agreement at any time for non-payment of fees or upon the change in ownership of Company. The TPA will serve, in writing, a notice of termination that shall become effective 15 days after written notice. TPA services shall be suspended during this period.
- 6.2 Either party may terminate this Agreement upon the expiration of sixty (60) days following written notice to the other party of that others party's breach of any material obligation under this Agreement, providing such breaching party has not cured or commenced in good faith to cure such breach within that sixty (60) day period.
- 6.3 The Company or TPA may terminate this Agreement at any time upon sixty (60) days advance notice to the other party.

7.0 Indemnification and Representations

7.1 Indemnity. Subject to the limitations contained in this Agreement, the parties agree to indemnify and each other from any liabilities, claims, demands, penalties, including costs, expenses and reasonable attorney's fees that may be made by any third party resulting from the indemnifying party's acts or omissions related to this Agreement. Each party agrees to defend the other, at the defended party's request, against any such liability, claim or demand.

7.2 Assumption of Defense If the indemnifying party fails to assume the defense of any actual or threatened action covered by this Section within the earlier of any deadline established by a third party in a written demand or by a court and b) thirty (30) days of notice of the claims, the indemnified party may follow any course of action it reasonably deems necessary to protect its interest and shall be indemnified for all costs reasonably incurred in such course of action; provided, however, that the indemnified party shall not settle a claim without the consent of the indemnifying party.

7.3 Limitation of Remedies. Neither party shall be responsible for any indirect, incidental, special or consequential damages arising from loss of revenue or profits, failure to realize savings or other benefits resulting from either party's performance or failure to perform under this Agreement.

8.0 Miscellaneous Provisions

8.1 The Company and the TPA shall, as required by ERISA Section 412, maintain fidelity bonds in the amount of 10% of Plan assets handled.

8.2 It is understood that in the event that the Fiduciary is investigated, audited or reviewed by a state or federal agency, the costs of such investigation, audit or review to the TPA shall be borne by the Company. In addition, it is understood that the Company shall not bear the cost of self-audits initiated by the TPA or any reinsurance carrier. If an audit or review is requested by the Company, the costs (internal, external, direct and/or indirect) associated with said audit or review shall be borne by the Company.

8.3 NOTICE. Any notice required to be given under this Agreement by either party to the other shall be in writing and shall be deposited in the United States Mail, postage pre-paid, return receipt requested. A notice shall be deemed communicated twenty-four (24) hours after the time of mailing. The addresses for the purpose of receiving notice shall be the addresses set forth below:

Phoenix Administrators, LLC dba Performance Health
Attn: Contract Department
33479 Lake Road, Suite B
Avon Lake OH 44012

Company: The City of Scranton
City Law Department and the Department of Human Resources
340 North Washington Avenue
Scranton PA 18503

Either party may change its address for the purpose of receiving notice by giving the other written notice of the change in the manner provided for in this Paragraph.

8.4 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party. Subject to the forgoing limitation, this Agreement shall insure to

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

- 8.5 Modifications. TPA shall have the right at any time to modify or amend this Agreement. Such modification or amendment shall be effective sixty (60) days after written notice of such amendment or modification has been provided by TPA to Company.
- 8.6 Waiver. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.
- 8.7 Severability. The invalidity or unenforceability of any provision or section of this Agreement shall in no way effect the validity or enforceability of any other provision or section hereof.
- 8.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all other agreements, understandings, statements or representations, either oral or in writing, between the parties. Any prior agreements, promises, negotiations or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect.
- 8.9 Captions. The captions of this Agreement are for convenience only and shall not be construed in any way to limit or interpret any term hereof.
- 8.10 Governing Law. This Agreement shall be governed by, enforced under, and construed in accordance with the laws of the State of Pennsylvania.
- 8.11 Banking Fees. Banking fees incurred on accounts established for Company disbursements shall be borne by the Company; such fees shall be reimbursed at cost unless otherwise agreed in writing by both parties. Fees charged to Company for stop payments on accounts that TA administers shall be \$30.00 per stop payment.
- 8.12 Conditions. Any terms, covenants, provisions, or conditions that require or may require performance after the expiration or termination of this Agreement, including but not limited to, confidentiality, notification and indemnification and arbitration (if applicable), shall survive the expiration or termination of this Agreement.
- 8.13 Online Access. Brokers, Marketing Representatives and any other Agents of the Company shall have online access to claims data of the Plan as indicated in the implementation guide.
- 8.14 Counterparts. This Agreement may be executed in counterparts, and when properly executed, each counterpart shall be considered an original.
- 8.15 Electronic Storage of Documents (Scanning and Photocopies). The parties hereto agree and stipulate that the original of this document and any other agreements entered into between the parties, including signature pages, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of the document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

9.0 Disclaimer of Obligations of TPA

- 9.1 Any and all obligations of the TPA are specifically stated in this Administrative Agreement. The TPA does not insure or underwrite the liability of the Plan. If payment of insurance premiums and/or self-funded claim reserve, and/or administrative fee is not made by the Company, the TPA cannot pay, and does not have the obligation to pay any claim or other amounts for or on behalf of the Company.
- 9.2 The Company has and retains the ultimate responsibility for payment of medical and pharmacy vendor claims under the Plan and all expenses incidental to the Plan. The Company agrees to indemnify and hold the TPA harmless against any and all loss, claims, demands or causes of action brought against the TPA for any actions undertaken by the TPA to carry out its duties under this Administrative Agreement, unless such loss, claims, demands or causes of action are the result of TPA's willful misconduct or gross negligence.
- 9.3 The TPA shall not be required under any circumstances to make payment for insurance premiums, self-funded benefits or other costs unless the Company has previously deposited sufficient funds to cover such payments as requested by the TPA. The Employer acknowledges that in all instances all obligations of the Plan are and shall remain the Company's. The parties acknowledge and agree that the TPA is not a fiduciary. The reporting requirements imposed by ERISA are the responsibility of the Company, and although the TPA may provide assistance and advice and forms for the Company to use in meetings and fulfilling such reporting and disclosure requirements, the TPA disclaims any responsibility for same. The Company may desire to seek legal counsel as to all legal documents required under ERISA.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have executed this Agreement by the duly authorized representative.

Phoenix Administrators, LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

Company: The City of Scranton

Signature: _____

Print 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: _____

Exhibit A

The City of Scranton Benefits under the High Performance Program:

- Plan will pay all Commonwealth providers at 100% of fee schedule.
- No member responsibility will be due.
- No pre-certification is required.

Exhibit B

Administration Fees

Administrative Service Fee:

High Performance Access Fee	\$10.00 PEPM, plus
Network Hospital/Physician Access	10% of billed charges

Exhibit C

Business Associate Agreement

This Business Associate is entered into by and between the TPA (the "Business Associate") and the Company (the "Covered Entity"), referred to herein collectively as the "Parties" or individually as "Party".

WHEREAS, the Plan and the Business Associate agree to modify the Administrative Services Agreement to incorporate the terms of this Exhibit to comply with the regulations as set forth in this agreement;

WHEREAS, the use and disclosure of certain health-related information, the electronic transmission of certain health-related information, and the security of certain health-related information is now regulated by the provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively referred to as "HIPAA");

WHEREAS, the Plan, from time to time, discloses Protected Health Information ("PHI") as defined in this Amendment to the Business Associate, and the Business Associate, from time to time, uses, creates and/or maintains PHI, and/or electronically transmits PHI; and

WHEREAS, both Parties are committed to complying with the HIPAA Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the HIPAA Standard Transactions and Code Sets Regulations and the HIPAA Security Standards Regulations (the "Security Rule"), see 45 C.F.R. Parts 160, 162 and 164, and the Health Information Technology for Economic and Clinical Health Act, which is at Section 13400, *et. seq.* of the American Recovery and Reinvestment Act of 2009 ("ARRA"), 42 U.S.C. § 17921, *et. seq.*, and guidance and/or regulations promulgated thereunder ("HITECH"), and the Parties agree to enter into this mutually acceptable Amendment as necessary to so comply.

NOW, THEREFORE, for and in consideration of the agreements of the Parties set forth in the Agreement and this Amendment and intending to be legally bound hereby, the Plan and the Business Associate agree as follows:

1.0 PERMITTED USES AND DISCLOSURES OF PHI

- 1.1 **Use and Disclosure.** The Business Associate shall not use or further disclose PHI other than as permitted or required by this Amendment or as Required by Law. "Protected Health Information" or "PHI" shall have the meaning given to it under the Privacy Rule, 45 C.F.R. §160.103, but shall be limited to the information created, received or maintained by the Business Associate from or on behalf of the Plan.
- 1.2 **Services.** Except as otherwise limited by this Amendment, the Business Associate may use or disclose the PHI necessary to perform the Services for, or on behalf of the Plan as specified in the Agreement provided that such use or disclosure would not violate the Privacy Rule if done by the Plan. All other uses not authorized by this Amendment are prohibited.
- 1.3 **Business Activities of the Business Associate.** Unless otherwise limited herein, the Business Associate may:

Use PHI for the Business Associate's proper management and administration, and to carry out any of its legal responsibilities.

Disclose PHI to third parties for the purpose of the Business Associate's proper management and administration, and to carry out any of its legal responsibilities.

However, such disclosures shall only be made if (1) Required by Law, or (2) if the Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that it shall be held confidentially, and be used or further disclosed only as Required by Law or the purpose for which it was disclosed to that third party.

Further, the third party shall notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Upon receiving such notice, the Business Associate shall notify the Plan of such breach of confidentiality in accordance with Section 2.1(e) herein.

Provide data aggregation services related only to the Plan's Health Care Operations. Under no circumstances shall the Business Associate disclose the Plan's PHI to another covered entity to whom the Business Associate also provides data aggregation services without the Plan's express authorization.

De-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. §164.514. De-identified information does not constitute PHI and is not subject to the terms of this Amendment.

2.0 RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

2.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI and the privacy and security of PHI, the Business Associate hereby agrees to do the following:

Appropriate Safeguards. The Business Associate shall use appropriate safeguards to prevent the use and disclosure of PHI other than as provided by this Amendment and as Required by Law.

The Business Associate also shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan as required by the Security Rule. The Business Associate shall comply with the Security Rule provisions at 45 C.F.R. §§164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) in the same manner as a covered entity under HIPAA. The Business Associate also shall comply with any additional Security Rule requirements contained in HITECH that are applicable to covered entities, which requirements are herein incorporated into this Amendment.

The Business Associate shall secure PHI in accordance with 42 U.S.C. § 17932(h) and the related regulations at 45 C.F.R. Part 164, subpart D, as well as any guidance issued by the Secretary of Health and Human Services ("Secretary") that specifies secure technologies and methodologies, such that Unsecured PHI is not maintained by the Business Associate.

Sanctions. The Business Associate shall establish and implement procedures to sanction its employees who violate the provisions of this Amendment.

Mitigation. The Business Associate shall mitigate, to the greatest extent practicable, any harmful effects from the improper use and/or disclosure of PHI of which it becomes aware.

Agents and Subcontractors. The Business Associate shall require all of its agents and subcontractors that receive, use, or have access to the Plan's PHI to agree, in a writing substantially the same as this Amendment, to the same restrictions and conditions that apply to the Business Associate through this Amendment. The Business Associate shall also ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect that information.

Reporting. The Business Associate shall immediately report (within five (5) business days of becoming aware thereof) to the Plan's Privacy Officer any use and/or disclosure of PHI that is not permitted by this Amendment of which it becomes aware, including instances in which an agent or subcontractor has improperly used or disclosed PHI.

The Business Associate also shall immediately report (within five (5) business days of becoming aware thereof) to the Plan's Security Officer any Security Incident involving electronic PHI of which it becomes aware.

To the extent that any such reportable occurrence involves a Breach of Unsecured PHI, the Business Associate shall provide notice to impacted individuals, the media and the Secretary in the time and manner required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404, 164.406 and 164.408. Prior to providing any such notice, the Business Associate shall notify the Plan of its intention to do so, and provide the Plan with the opportunity to review the notice. The Business Associate shall maintain complete records regarding the Breach, the determination of whether notice is required and the issuance of the notice (including the recipients and content of such notice), and upon request, shall make such records available to the Plan.

Notwithstanding subsection (iii) above, upon the discovery of such Breach, the Business Associate shall immediately notify the Plan (within five (5) business days), and the Plan may, in its sole discretion, opt to take over the HITECH notification of Breach responsibilities. If the Plan opts to do so, without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, the Business Associate shall provide the following information to the Plan: (1) the identity of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the Breach, and (2) any particular information regarding the Breach that the Plan would need to include in its notification, with such particular information identified in 42 U.S.C. § 17932(f) and 45 C.F.R. § 164.404. The Business Associate shall also cooperate with the Plan to conduct any risk assessment necessary to determine whether notification of Breach is required, maintain any records related to such Breach and timely provide such records to the Plan.

Any annual Breach notification to the Secretary, as required under 42 U.S.C. § 17932(e) and 45 C.F.R. § 164.408(c), shall be provided by the Business Associate, unless the Plan notifies the Business Associate that it will provide such notice. Within thirty (30) days after the close of the calendar year, the Business Associate shall notify the Plan if it is required to provide annual Breach notification to the Secretary, and if so, it shall provide to the Plan for its timely review a copy of the annual Breach notification before it is provided to the Secretary. The Business Associate shall maintain complete records related to any such annual notification, and, upon request, timely make such records available to the Plan.

For purposes of the above subsections (iii)-(v), a Breach shall be treated as discovered as of the first day that the Business Associate (including its employees, workforce members, officers or agents, except the person who committed the Breach) knows of, or should reasonably have known of, such Breach. For purposes of subsection 2.1(a)(iii) and the above subsections (iii)-(v), the terms "Breach," and "Unsecured PHI" shall have the same meaning given those terms under 45 C.F.R. § 164.402.

Access to Internal Practices. At the request of, and at the time and in the manner designated by the Plan or the Secretary, the Business Associate shall make its internal practices, books and records (including policies and procedures, and PHI) relating to the use and/or disclosure of PHI available to (i) the Plan and its representatives for the purpose of assessing the Business Associate's compliance with this Amendment and/or the Plan's compliance with the Privacy Rule, or (ii) the Secretary for purposes of the Secretary determining the Plan's compliance with the Privacy Rule.

Access to PHI. The Business Associate shall make an individual's PHI available for inspection and copying in accordance with 45 C.F.R. §164.524, and, as applicable, 42 U.S.C. § 17935(e)(1). Further, at the Plan's request, within ten (10) days of the Plan's request, the Business Associate shall provide the Plan with the PHI requested by an individual pursuant to 45 C.F.R. § 164.524 or, as applicable, 42 U.S.C. § 17935(e)(1). Alternatively, at the Plan's request, the Business Associate shall provide an individual with access to his/her PHI in the time and manner designated by the Plan.

Amendments to PHI. The Business Associate shall make an individual's PHI available for amendment and shall incorporate any amendments to the PHI in accordance with 45 C.F.R. §164.526. Further, at the Plan's request, within twenty (20) days of the Plan's request, the Business Associate shall provide the Plan with the PHI that an individual seeks to amend pursuant to 45 C.F.R. §164.526.

Accounting of Disclosures. The Business Associate shall make available the information required to provide an accounting of disclosures to an individual pursuant to 45 C.F.R. §164.528, and, as applicable, 42 U.S.C. § 17935(c). Further, at the Plan's request, within twenty (20) days of the Plan's request, the Business Associate shall provide the Plan with such information. To fulfill this obligation the Business Associate agrees to document those disclosures of PHI and related information that would be necessary for the Plan to respond to an individual's request for an accounting of disclosures.

Restrictions/Alternatives. The Business Associate shall abide by any arrangements that the Plan has made with an individual regarding restricting the use or disclosure of the individual's PHI, or providing the individual with confidential communications of PHI by alternative means or at an alternative location pursuant to 45 C.F.R. §164.522. And, at a minimum and to the extent applicable, the Business Associate shall agree to abide by the restrictions that the Plan is required to abide by under 42 U.S.C. § 17935(a).

Minimum Necessary. The Business Associate (and its agents or subcontractors) shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b).

Limitation on Sale of Electronic Health Records and PHI. The Business Associate shall comply with the prohibition on the sale of Electronic Health Records and PHI as set forth in 42 U.S.C. § 17935(d). The term "Electronic Health Record" shall have the same meaning given to such term in 42 U.S.C. § 17921(5).

Limitation on Marketing. The Business Associate shall use and disclose PHI for marketing purposes only as expressly directed by or agreed to by the Plan and in accordance with 42 U.S.C. § 17936(a). The Business Associate shall not use or disclose PHI for fundraising purposes.

HITECH Applicability. The Business Associate acknowledges that enactment of the HITECH provisions of ARRA amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, the Business Associate's

obligations and activities under HIPAA's Privacy Rule and Security Rule. To the extent not referenced or incorporated herein, requirements applicable to the Business Associate under HITECH are hereby incorporated by reference into this Amendment. The Business Associate agrees to comply with each of the requirements imposed under HITECH, as of the applicable effective dates of each HIPAA obligation relevant to the Business Associate, including monitoring federal guidance and regulations published thereunder and timely compliance with such guidance and regulations.

2.2 Responsibilities of the Plan.

Notification Requirement. With regard to the use and/or disclosure of PHI by the Business Associate, the Plan hereby shall:

Provide the Business Associate with its Notice of Privacy Practices (the "Notice") that the Plan provides to its participants in accordance with 45 C.F.R. § 164.520, as well as any changes to or limitations in such Notice to the extent that the changes or limitations affect the Business Associate's use or disclosure.

Inform the Business Associate of any changes in, or revocation of, an authorization provided to the Plan by an individual pursuant to 45 C.F.R. § 164.508, if such changes or revocation affect the Business Associate's permitted or required uses and disclosures.

Inform the Business Associate of any amendments to PHI that the Plan has agreed to under 45 C.F.R. § 164.526 that relate to PHI upon which the Business Associate relies to perform the Services.

Notify the Business Associate of any arrangements the Plan has agreed to that restrict disclosures or provide individuals with confidential communications pursuant to 45 C.F.R. § 164.522 that may impact on the use and disclosure of PHI by the Business Associate.

No Impermissible Requests. The Plan shall not request that the Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Plan, except as permitted by Section 1.3(a),(b) and (c) above.

3.0 STANDARD TRANSACTIONS AND CODE SETS. Each time the Business Associate conducts in whole or part for or on behalf of the Plan, using Electronic Media, a Transaction for which a Standard has been adopted or established under 45 C.F.R part 162, the Business Associate shall, and shall require any agent or subcontractor of the Business Associate involved with the conduct of such Transaction to, conduct such Transaction as a Standard Transaction and otherwise comply with 45 C.F.R. part 162.

4.0 TERMS AND TERMINATION

4.1 Term. This Amendment shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided herein. This Amendment shall automatically terminate without any further action of the Parties upon the termination or expiration of the Agreement.

4.2 Termination for Cause by Plan. If the Plan determines that the Business Associate has breached a material term of this Amendment, the Plan shall:

Provide the Business Associate with thirty (30) days written notice of an alleged material breach, and afford the Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within fifteen (15) days, the Business Associate

shall cure said breach to the satisfaction of the Plan within fifteen (15) days or the Plan may terminate the Amendment and the Agreement. Or,

Immediately terminate this Amendment and the Agreement, if the Business Associate has breached a material term of this Amendment and cure is not possible.

If neither termination nor cure is feasible and the breach is a violation of this Amendment and the Privacy Rule, Security Rule, Standard Transactions and Code Sets Regulations or HITECH, the Plan shall report the violation to the Secretary.

4.3 Termination for Cause by the Business Associate. If the Business Associate knows of a pattern of activity or practice of the Plan that constitutes a material breach or violation of this Amendment, the Business Associate shall provide the Plan with a reasonable opportunity to cure the breach or terminate this Amendment and the Agreement if cure is not feasible. If termination is not feasible, the Business Associate shall report the violation to the Secretary.

4.4 Effect of Termination. Except as provided herein, upon termination of this Amendment, the Business Associate shall return or destroy all PHI and not retain any copies of such PHI in any format, if it is feasible to do so.

If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Plan in writing of the conditions that make return or destruction infeasible.

With regard to any PHI that is not returned or destroyed at the termination of this Amendment, the Business Associate shall extend the protections of this Amendment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall maintain the PHI in accordance with the records retention requirements under the Privacy Rule and Security Rule and the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

These provisions also apply to PHI that is in the possession of the Business Associate's subcontractors or agents.

5.0 INDEMNIFICATION. Each Party agrees to indemnify, defend and hold harmless the other Party and the other Party's respective employees, directors, officers, agents, subcontractors, or other members of its workforce, each of the foregoing hereinafter referred to as "a Party," against all actual and direct losses suffered by the Indemnatee Party and all liability to third parties arising from or in connection with any breach of this Amendment or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Rule, the Standard Transactions and Code Sets Regulations, the Security Rule or HITECH by the Indemnitor Party. Accordingly, on demand, the Indemnitor Party shall reimburse the Indemnatee Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon the Indemnitor Party by reason of any suit, claim, action, proceeding or demand by any third party that results from the Indemnatee Party's breach hereunder. This provision shall survive the expiration or termination of this Amendment for any reason.

6.0 MISCELLANEOUS

- 6.1 **Definitions.** All terms used in this Amendment shall have the same meaning as those terms as set forth in 45 C.F.R. parts 160, 162 and 164.
- 6.2 **Regulatory References.** A reference in this Amendment to a section in the Privacy Rule, the Standard Transactions and Code Sets Regulations, the Security Rule or HITECH means the section as in effect or as amended, and for which compliance is required.
- 6.3 **Injunctive Relief.** The Business Associate expressly agrees that a breach or threatened breach of any provision of this Amendment by the Business Associate, any agent of the Business Associate or employee of the Business Associate is highly likely to cause significant, irreparable harm to the Plan and that the Plan shall be entitled to temporary, preliminary and/or permanent injunctive relief to protect its interests and the interests of affected individuals; provided, however, that no specification of a particular legal or equitable remedy is to be construed as a waiver, prohibition, or limitation of any legal or equitable remedies in the event of a breach hereof.
- 6.4 **Survival.** The provisions of this Amendment shall survive the expiration or any termination of the term of the Agreement to the extent that the Business Associate continues to maintain PHI.
- 6.5 **Interpretation.** Any ambiguity in this Amendment shall be resolved to permit the Plan to comply with the Privacy Rule, the Standard Transactions and Code Sets Regulations, the Security Rule and HITECH.
- 6.6 **Amendments; Waiver.** This Amendment may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this Amendment from time to time as is necessary for the Plan to comply with the requirements of or conform to any changes in the Privacy Rule, Standard Transactions and Code Sets Regulations, the Security Rule or HITECH. The Parties further acknowledge that, depending on regulations issued by HHS, this Amendment may need to be further amended to comply with HITECH. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 6.7 **Relation to Agreement.** With the exception of the terms and conditions set forth in this Amendment, all other terms and conditions of the Agreement shall remain unaltered and in full force and effect. If there is any conflict between the terms of this Amendment and the Agreement, this Amendment shall govern.
- 6.8 **No Third Party Beneficiaries.** Nothing express or implied in this Amendment is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 6.9 **Counterparts; Facsimiles.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 6.10 **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this Amendment, the Parties shall make good-faith efforts to resolve such matters informally.

- 6.11 **Effective Date.** The Effective Date shall be February 17, 2010, or if later, the date the Business Associate begins to perform services on behalf of the Plan. Notwithstanding the foregoing, to the extent that certain provisions required by HITECH have statutory effective dates that are different than February 17, 2010, the statutory effective dates shall apply to those provisions.
- 6.12 **Notices.** Any notices to be given hereunder to a Party shall be made via U.S. mail or express courier to such Party's address, as disclosed in the administrative services agreement.

RECEIVED

JUN 18 2018

OFFICE OF CITY
COUNCIL/CITY CLERK



DEPARTMENT OF LAW

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

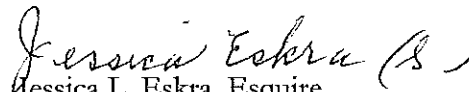
June 15, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN ADMINISTRATIVE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON AND PHEONIX ADMINISTRATORS, LLC D/B/A PERFORMANCE HEALTH, A LICENSED OHIO THIRD PARTY ADMINISTRATOR ("COMPANY") TO PROVIDE DISCOUNTS TO EMPLOYEES AND THEIR DEPENDENTS THROUGH THE COMMONWEALTH CARD PROGRAM.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SCRANTON THROUGH THE KEYSTONE HISTORIC PRESERVATION GRANT FROM THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS TO ACCEPT THE GRANT FUNDS IN THE AMOUNT OF \$80,000.00 TO BEGIN PRESERVATION WORK ON THE SCRANTON MUNICIPAL BUILDING.

WHEREAS, the City of Scranton submitted a Grant application through the Keystone Historic Preservation Grant from the Pennsylvania Historical & Museum Commission in the amount of \$80,000.00, a copy of the Grant application and supplemental items are attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, the Grant application submitted has been approved in the amount of \$80,000.00 and will be used to begin preservation work on the Scranton Municipal Building.

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 accept the grant funds in the amount of \$80,000.00 to begin preservation work on the Scranton Municipal Building.

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.

Maggie Perry
Grant Manager
570-558-8335
mamclane@scrantonpa.gov

June 12, 2018

Atty. Jessica Eskra
City of Scranton
340 North Washington Avenue
Scranton, Pa 18503

Re: Keystone Historic Preservation Grant

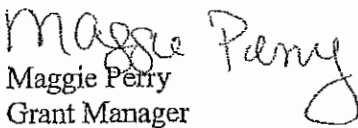
Atty. Boyles,

I am requesting that you send legislation to City Council to accept and execute a grant agreement through the Keystone Historic Preservation Grant. The City of Scranton was awarded \$80,000 from the Pennsylvania Historical and Museum Commission to begin preservation work on City Hall.

Attached is a copy of the grant application and all supplemental items.

If you have any questions or concerns please feel free to contact me at 558-8335.

Thank you,


Maggie Perry
Grant Manager

Single Application for Assistance

Web Application Id: 8123375

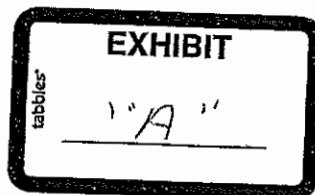
Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

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: 8123375

Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

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: 8123375

Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

Project Overview

Project Name:

Pennsylvania Historical and Museum Commission- Construction Grants

Is this project related to another previously submitted project?

No

If yes, indicate previous project name:

Have you contacted anyone at PHMC about your project?

No

If yes, indicate who:

Single Application for Assistance

Web Application Id: 8123375

Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

Project Overview

Single Application for Assistance

Web Application Id: 8123375

Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

Project Site Locations

Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503
County:	Lackawanna
Municipality:	Scranton City
PA House:	Kevin Haggerty (112), Marty Flynn (113)
PA Senate:	John P. Blake (22)
US House:	Matthew Cartwright (17)
Designated Areas:	Act 47 Distressed Community

Single Application for Assistance

Web Application Id: 8123375

Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

Project Budget

	Keystone Historic Preservation Grant: Construction Projects	Match Private	Total
Miscellaneous	\$100,000.00	\$100,000.00	
General Conditions	\$0.00	\$0.00	\$0.00
Architectural Fees	\$0.00	\$0.00	\$0.00
Construction Expenses: Sitework	\$0.00	\$0.00	\$0.00
Construction Expenses: Concrete	\$0.00	\$0.00	\$0.00
Construction Expenses: Masonry	\$42,857.00	\$71,429.00	\$114,286.00
Construction Expenses: Metals	\$28,571.00	\$0.00	\$28,571.00
Construction Expenses: Wood and Plastics	\$0.00	\$0.00	\$0.00
Construction Expenses: Thermal and Moisture Protection	\$0.00	\$28,571.00	\$28,571.00
Construction Expenses: Doors and Windows	\$0.00	\$0.00	\$0.00
Construction Expenses: Finishes	\$0.00	\$0.00	\$0.00
Construction Expenses: Conveying Systems	\$0.00	\$0.00	\$0.00
Construction Expenses: Mechanical Systems	\$0.00	\$0.00	\$0.00
Construction Expenses: Electrical Systems	\$0.00	\$0.00	\$0.00
replace bird screen	\$28,572.00	\$0.00	\$28,572.00
Total	\$100,000.00	\$100,000.00	
		Budget Total:	\$200,000.00

Basis of Cost

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

Contractor Estimates**Budget Narrative**

Single Application for Assistance

Web Application Id: 8123375

Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

Project Budget

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 cost estimate is based on a report prepared by Masonry Preservation Services, Inc. who was hired to assess the masonry deterioration of the entire structure. The cost range is based on the time of execution, phasing combinations, and material options. The suggestion of the South Tower being part of Phase 1A is because the water infiltration and masonry deterioration is most severe at this location. In addition, phasing the preservation project for the entire structure will have many proven benefits including improve the efficacy of properly executed masonry restoration techniques so that procedures and the building can be reviewed prior to a full scale restoration, certain unknown conditions can be reviewed and resolved and appropriate repair detail can be explored and implemented. The Masonry Preservation Services, Inc. Assessment has been attached in the Addenda and includes the cost estimate (pg 3) and over 20 colored photographs of the structure (Appendix A).

Masonry Preservation Services, Inc. has estimated the range of cost to repair the South Tower is \$180,000 - \$220,000. If the project cost does exceed the budgeted \$200,000 the City of Scranton is willing to increase their match component to ensure that the project is completed.

Single Application for Assistance

Web Application Id: 8123375

Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

Project Narrative**Please summarize your project?**

The Summary is an abstract and is used by Commissioners, members of the General Assembly and in your Grant Agreement should you receive an award. Identify the project and briefly describe the scope of work.

The City of Scranton is requesting \$100,000 in grant funding through the Keystone Historic Preservation Construction Grant for Phase A1(see attached) of the Preservation Plan for Scranton Municipal Building (City Hall) located at 340 N. Washington Avenue. Phase A1 will consist of repairs to the South Tower on this historic structure; this approach will address the a primary issue of deterioration and water infiltration.

Please provide a full project description.

Identify the historic and cultural significance of the property, how the organization currently uses and interprets the property, and how the project relates to the mission of the sponsoring organization. Describe the specific project for which you are requesting grant assistance, including the condition of the property or the problem that must be addressed. This description must clearly relate to the major work elements provided in the budget line items.

Located at 340 N. Washington Avenue, the Scranton Municipal Building is a three-story, Victorian Gothic Revival style structure located at a prominent intersection of high elevation in Scranton's downtown. It was designed by local professional, Edwin L. Walter and Frederick Lord Brown, and constructed in 1888. Edwin Walter was originally a carpenter who studied drawing and architecture in his spare time. In 1880 he opened an office and six years later he became a member of the American Institute of Architects. In addition to the Scranton Municipal Building his designs include the Lackawanna County Jail and the C.P. Matthews residence (a local structure of notable design). Frederick Brown was originally from Long Island, New York. He graduated with a degree in architecture from Cornell University. In 1883 he moved to Scranton where he designed Central Fire Headquarters, St. Luke's Parish House and the Dime Bank Building in addition to City Hall. The Municipal Building was named to the National Register of Historic Places in 1981.

The Gothic Revival style was used throughout the 19th and early 20th centuries in the United States for many public buildings. Buildings built after 1885 are typically referred to as High Victorian Gothic and usually involve heavy masonry, bold forms, pointed arches, tracery, large scale, and towers. All these elements apply to the Scranton Municipal Building. Two elements that characterize the structure as unique to Scranton are the use of the locally quarried West Mountain sandstone and the incorporation of custom designed stained glass that depicts both the industries and the culture of the city. The West Mountain stone is easily recognizable because of its characteristic ocher/ pink coloration and its relatively coarse grain, calling for rock-face ashlar cutting. At the time of construction, Scranton had upper and lower councils, so the structure was built with twin chambers. The landing at the stair features a story-and-a-half stained glass window in a floral Gothic style with symbolic references to the city of Scranton. The twin chambers offer a series of windows, again of monumental scale, of similar design and motif. The four exterior corners of the structure are accentuated with towers, however, the corner tower at the intersection of Mulberry Street and North Washington Avenue rises high above the other three to create a visual focal point that is prominent from many prospects within the city.

From its inception this building was designed to be the headquarters of City government. For the past 125 years this building has been the center of all City government operations and remains so today. Currently this structure houses the offices of: Business Administrator, City Controller, City Council, Human Resources, Law Department, Licensing, Economic and Community Development, Treasury and the Scranton Mayor. In addition the "Sons of Union Veterans Civil War Museum" occupies the basement. This museum has a recently renewed ten year lease with the City of Scranton allowing public access to

Single Application for Assistance

Web Application Id: 8123375

Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

Project Narrative

the museum's treasure trove of books, documents and artifacts related to the Civil War. The building is regularly open to public access M-F 8-4:30 pm . In addition this building is accessible for weekly City Council meetings at 6 pm and is opened to the public for any other public caucuses. Through the preservation project on this historic structure the City of Scranton administration is ensuring that this building remains publicly accessible for many years to come.

This City of Scranton is requesting \$100,000 in funding for Phase 1A of the Scranton City Hall Preservation Project. Phase 1 is estimated to cost \$200,000 and will consist of restoration and renovations to the upper portion of the South Tower. Most concerning, early stages of sandstone displacement and deterioration is prevalent on the tower. Deteriorated mortar joints are a problem that will persist until corrected, adversely affecting the overall masonry condition. Continued water infiltration jeopardizes the integrity of the exterior wall. The goal of these repairs will be to preserve and extend the service life of the masonry. The South Tower is in dire need of repair due to a considerable amount of masonry deterioration and water penetration, which is why the South Tower was selected as Phase 1A (Pilot Phase). Initiating a Pilot Phase has proven benefits such as: prove efficacy of properly executed masonry restoration techniques so that procedures and the building can be reviewed prior to full scale restoration, certain unknown conditions can be reviewed and resolved and the City will be able to refine overall budget pricing for future phases to provide more accuracy.

This funding will be used for Phase 1A of the Preservation Project- repairs to the upper portion of the South Tower. These repairs will consist of:

- Install new sheet metal flashing at the masonry-to-roof interfaces. Integrate the flashing to protect the backsides of the four corner turrets and properly manage water
- Rebuild unsound stone and address wood and cast iron deterioration
- Remove existing failed bird screen and install new stainless steel screen
- Repointing of masonry mortar joints
- Patch spalled stone areas
- Rebuild unsound areas of stone turrets
- Restoration cleaning of the masonry surface to remove atmospheric pollution and improve appearance.

Identify the project team and consultants. Describe any planning efforts completed to date and provide a project schedule to complete the grant-funded project.

List project personnel and consultants by name and describe any preliminary planning efforts already prepared. Provide a description of how the project will be completed. Refer back to Guidelines for Applicants "Grant Period and Implementation Timetable" if necessary. All work must be completed within the two-year implementation period.

The project team consists of:

- Maggie Perry- Maggie is the City of Scranton Grant Manager- she will manage the financial aspects of this project and any necessary reporting. She will also act as the liaison to the Historical Society
- Pat Hinton is the City of Scranton Director of Licensing, Inspection and Permits; he is also responsible for building maintenance. Pat will function as the liaison to the contractor to ensure that the project stays true to the timetable and specifications
- Chris Casciano is the City of Scranton Business Administrator- Chris's office will be responsible for preparing the Request for Proposal to ensure a qualified contractor is chosen for the project.
- The City of Scranton will prepare a Request for Proposals in order to hire a qualified contract for this project. The RFP will state that all work performed on the structure must meet the Secretary of the Interior's Guidelines for the Treatment of Historic Places and that contractor must be experienced in

Single Application for Assistance

Web Application Id: 8123375

Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

Project Narrative

historic preservation.

The City of Scranton has worked with Erik Valentino of the Masonry Preservation Services to prepare a Masonry Assessment of Scranton City Hall, the City is following Mr. Valentino's recommendations based on his assessment of City Hall for the preservation activities that need to be completed .

Grant Period and Implementation Timetable:

- In October 2018 a Chris Casciano will prepare and submit a Request for Proposals will be put out in order to hire a qualified contractor to complete the work
- December 2018- Chris Casciano and Pat Hinton will review the bids and select a qualified contractor
- January 2019- Maggie Perry will complete and submit Quarterly Report
- February 2019- Preservation work will being overseen by Pat Hinton
- April 2019- Maggie Perry will complete and submit Quarterly Report
- July 2019- Maggie Perry will complete and submit Quarterly Report
- October 2019- Maggie Perry will complete and submit Quarterly Report
- January 2020- Maggie Perry will complete and submit Quarterly Report
- April 2020- Expected Project Completion- press release regarding completion of the project that was funded by the Keystone Historic Preservation Construction Grant
- April 2020- Maggie Perry will prepare and submit Final Report

Strategic Goal Identification, Project Promotion and Public/ Community Benefit

Identify the specific goal or goals outlined in the Statewide Historic Preservation Plan and describe how your project meets the goals. The plan may be accessed on the PHMC website here: <http://www.phmc.pa.gov/Preservation/About/Pages/Preservation-Plan.aspx> State the audience for which the project is intended. What steps will be taken to promote the project and encourage audience interest? What is the anticipated extent of public access and community support for the project? Describe how this project will benefit the public. Applicants may include two or three letters of support, to be uploaded in the Addenda, that will demonstrate community interest.

The Scranton Municipal Building Preservation Project will meet Goal 2 Action 2.10 of the Statewide Historic Preservation Plan- "encourage government agencies to locate their offices and facilities in historic buildings and act as stewards for historic resources and landscapes currently under their authority". The Municipal Building is currently the location of City government and has been for over 125 years. It is the goal of the Preservation Project to ensure that this building remains the center of City government and continues to be accessible to the public. However, based on an assessment provided by Masonry Preservation Services, Inc. if the deterioration is not repaired the water penetration will continue to get worse and the building will be uninhabitable within the next decade. Unfortunately without the assistance of grant funding the City of Scranton will not be able to begin preservation work on this structure. The City of Scranton was deemed an Act 47 economically distressed city in 1992 and has yet to achieve financial recovery. Due to the financial status of the City there have been significant budget reductions and grant funds are heavily relied upon. Nonetheless the City of Scranton is dedicated to acting as the steward of this historic resource and will do everything possible to ensure its preservation. Once funding for the project is secured the City was put out a press release outlining the project goal and sources of funding. The media will be updated regularly as the project progresses; in addition to press releases the Lackawanna Historical Society will continue to feature Scranton City Hall in their downtown walking tours. As the preservation project progresses the Historical Society will provide information on not only the historical significance of this building but also our preservation efforts.

Scranton City Hall is open to public access over 220 days a year and centralizes all city government

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Project Narrative

operations. In addition citizens have access to "Sons of Union Veterans Civil War Museum" which occupies the building's basement. This application has not only the support of the City of Scranton Administration but also the Lackawanna Historical Society, Scranton Tomorrow and Lackawanna County and the Scranton Historic Architecture Review Board.

The City of Scranton is working with Scranton Tomorrow and the federally funded National Resource Network on a downtown revitalization initiative to spur economic development and financial recovery. One of the aspects of this initiative is to "create a compelling vision to mobilize stakeholders and property owners and connect downtown to broader economic development." The Scranton Municipal Building Preservation Project will aid in the downtown revitalization initiative and hopefully spur other preservation projects on the many historic structures in the City of Scranton.

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Program Addenda

Grant Amount Requested. Please enter a dollar figure that matches PHMC Total of Budget Spreadsheet.

\$100,000.00

Total Matching Funds. Please enter the matching funds required to complete the project and that matches the Match Total of Budget Spreadsheet.

\$100,000.00

Total Project Cost. Please enter a dollar that matches Grand Total of Budget Spreadsheet.

\$200,000.00

Organizational Information – If you are applying as a subunit, the information in this section must relate to that subunit rather than to the parent organization.

Applicant Email. This should be the individual most knowledgeable about the application and available for questions and discussions about the grant.

MAMCLANE@SCRANTONPA.GOV

Control of Organization

Municipal Government or Authority

Discipline of Organization

Government

Organizational Description. Provide information about the applying organization. Do not assume that the reviewers know your organization.

The City of Scranton is a municipal government located in Lackawanna County in Northeastern Pennsylvania. Established in 1866, Scranton is currently the 6th largest city in the Commonwealth of Pennsylvania with a population of over 75,000. Once an industrial giant, Scranton was the center of anthracite coal mining, iron and steel.

However, with coal losing favor to oil and natural gas, Scranton began facing economic decline in the post WWII era. In 1992 Scranton was determined a financially distressed city by Pennsylvania ACT 47. Over 25 years later Scranton remains distressed causing drastic reductions to the general budget and diminishing funding for necessary projects such as preservation of some of Scranton's most historic structures. Nonetheless the City of Scranton is dedicated to economic development and financial recovery.

Mission Statement. Provide a mission statement for the organization. Provide a statement of purpose for the organization describing why it was founded, its goals and how it is interpreted to the public at the present time.

The mission of the City of Scranton is to provide reliable public services; to understanding and serving the needs of the Scranton neighborhoods and businesses; and the improve the quality of life for Scranton residents

Website

www.scrantonpa.gov

Year Organization was incorporated

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Program Selected: Keystone Historic Preservation Grant: Construction Projects

Program Addenda

1866

Non-profit Status Documentation. Please skip this section if applying as a unit of local government.

Date IRS Exemption Received

Registration Date with the Pennsylvania Bureau of Charitable Organizations. You may be required to register with the Bureau for Charitable Organizations with the Department of State. Information may be obtained at

<http://www.dos.pa.gov/BusinessCharities/Charities/Pages/default.aspx> or by calling (800) 732-0999.

05/01/1981

Name of Property

Scranton Municipal Building

Name of the Property Owner, if not applicant

City of Scranton

Certification of Understanding of Covenant Requirement: All awardees must sign a preservation covenant agreeing to maintain public accessibility to the property and that future construction work will follow the Secretary of the Interior's Standards for the Treatment of Historic Buildings. You must indicate that the owners (s) is (are) aware of this requirement. Please refer to the Grant Program Guidelines for more information concerning this requirement.

Yes

National Register Status

2 - Individually Listed in the National Register of Historic Places

Enter number of days open to the public annually, if applicable

220

Enter number of hours open to the public weekly, if applicable

40

Properties funded through the Keystone Grant Program must be open to the public at least 100 days annually. If the property is not currently open to the public, please explain your current hours of operation, existing public programming as well as how accessibility of the property will be improved by the receipt of grant funding. Please provide a timeline and an anticipated grand opening date.

Enter annual visitation, if applicable

N/A

PASHPO Key Number

00630

Uploads

IRS Tax-Exempt Documentation 501(c)3, if applicable

Single Application for Assistance

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Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

Program Addenda**Uploaded Documents****Resumes of Project Personnel/ Consultants****Uploaded Documents****Historic Structure Report or Other Narrative/ Graphic Report on Existing Conditions****Uploaded Documents**

201603 Scranton City Hall Full Report.pdf

Contractor Estimates or other Budget Supporting Documents**Uploaded Documents**

201603 Scranton City Hall Full Report.pdf

Color Photographs of Property and specific project-related condition**Uploaded Documents**

201603 Scranton City Hall Full Report.pdf

Verification of National Register status. Please upload one of the following: Letter from PASHPO staff confirming status; cover sheet of signed National Register of Historic Places registration form; print out from Cultural Resource GIS system; or National Register Historic District Building Inventory Sheet with property identified. For more information, contact National Register Review Staff at <http://www.phmc.pa.gov/Preservation/National-Register/Pages/Contact-Forms.aspx>.

Uploaded Documents

National Register of Historic Places.pdf

Two or Three Letters of Support**Uploaded Documents**

city of scranton city hall letter of support 2018.docx

Single Application for Assistance

Web Application Id: 8123375

Single Application Id: 201803011253

Applicant: City of Scranton

Program Selected: Keystone Historic Preservation Grant: Construction Projects

Program Addenda

Leonori Support Letter.pdf

LHS Support Letter.pdf



Pennsylvania Historical and Museum Commission

Single Application for Assistance

Single Application #: 201803011253

This page must accompany all required supplemental information Mail to:

Pennsylvania Historical and Museum Commission
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 PHMC via the Internet, Single Application # 201803011253 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: Maggi Perry

The Pennsylvania Historical and Museum Commission 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.



7255 Old Berwick Road
Bloomsburg, PA 17815

(570) 752-3607 • FAX: (570) 752-7413
masonrypreservation.com

June 23, 2016

City of Scranton Maintenance Dept.
340 North Washington Avenue
Scranton, PA 18503

ATTENTION: Pat Hinton

SUBJECT: Task 1 Masonry Assessment - Executive Summary
Scranton City Hall
Scranton, PA
MPS Project No.: 201603

Masonry Preservation Services, Inc. (MPS) has completed the masonry assessment as outlined in our Proposal. We provided this Executive Summary for a snapshot of the project and the detailed assessment report provides further discussion. Our focus was on the original historic building, no adjacent or connecting buildings were included. Overall the masonry was in marginal condition for its age at most areas, with certain assemblies in very poor condition. The building has reached the age where a comprehensive and preservation level repair plan is required to correct the building deterioration observed to ensure another century of service. A randomized short-term repair package will not serve this landmark historic structure any longer. We have recently completed similar repairs to address similar conditions at the Albright Memorial Library just up the street and would be happy to discuss and show you that work.

EXECUTIVE SUMMARY

The Problem: The building faces masonry deterioration and failure to various extents, along with water penetration at many areas. Most concerning, early stages of sandstone displacement and deterioration was observed at the towers and other areas. Deteriorated mortar joints are a problem that will persist until corrected, adversely affecting the overall masonry condition. Continued water infiltration jeopardizes the integrity of the exterior wall.

The Cause: The deteriorated masonry, inadequate/non-existent flashing, gutter failure, open mortar joints, failed sealant joints are allowing excessive amounts of water into the exterior wall assembly. A variety of other issues with the building envelope are also contributing to the life cycle decline of the building. Mortar joints have eroded, weathered, and cracked due to life cycle decline and are no longer able to sufficiently resist bulk rain water. The wall assemblies at certain areas then become saturated and susceptible to freeze-thaw damage. Past repair efforts completed at the building have not addressed the root causes of the exterior wall problems and therefore the masonry has remained saturated and continues to deteriorate.



Course of Action: Due to the lack of preservation level effort and expenditure on the masonry building envelope in recent history, the structure is now behind and will require persistence to get ahead of the masonry deterioration curve. The intent of a preservation plan is to provide a long-term repair approach that addresses the underlying causes of deterioration and corrects the damage already sustained. A course of action is included within the report.

Repairs and Cost: As related to our Preservation Plan and recommendations, we have provided budget cost ranges in the following table for the masonry façade work. Based on the time of execution, phasing combinations, material options, and other factors, budget pricing can be further refined. On a restoration project such as this and the nature of the work, we recommend allocation of a 10-15% contingency for unforeseen items and varying extents of repair areas.

There are several preparatory items that need to be completed prior to Phase 1. We suggest the implementation of Phase 1 as a Pilot Phase, which has many proven benefits: prove the efficacy of properly executed masonry restoration techniques so that procedures and the building can be reviewed prior to a full scale restoration; certain unknown conditions can be reviewed and resolved and appropriate repair detailing can be explored and implemented; complete material testing and other preliminary work; various mock-ups and trials can be tested to determine the most effective cleaning agents, patching material, stone, etc.; refine overall budget pricing for future phases to provide more accuracy; limit the potential for change orders; and build project momentum without being overcommitted. In addition, the Pilot Phase work is completed work for which that area will be done and represent the first phase of the preservation project.

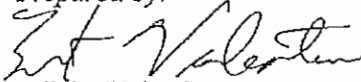
The repairs outlined are not elaborate or excessive in scope, but are comprised of the implementation of fundamental and sound repair procedures. We understand the effort and cost associated with repair scopes such as this. Our opinion is that the value and benefit of performing work with skilled craftsman and quality material under a guided plan provides the best long-term value with regard to funds expended by maximizing the service life of the building. We have made efforts to prioritize repairs in a practical and cost effective manner. We have provided a comprehensive long-term repair plan that will address the deficient issues at the building and extend the building service life significantly. Refer to Appendix B for the phasing plan.

Phase	Title	Budget Range Low	Budget Range High
Immediate	Discuss long-term expectations and overall Preservation Plan		
Preparation	Address pigeon issues and complete Additional Review		
1A	South tower upper portion - Pilot Phase A	\$180,000	\$220,000
1B	South tower lower remaining portion & chimneys - Pilot Phase B	\$140,000	\$170,000
2	North tower	\$410,000	\$500,000
3	Northwest elevation	\$190,000	\$230,000
4	West tower	\$270,000	\$330,000
5	Northeast elevation	\$350,000	\$440,000
6	East tower	\$400,000	\$490,000
7	Southeast elevation	\$180,000	\$220,000
8	Southwest elevation	\$370,000	\$460,000
	Sub-totals	\$2,430,000	\$3,000,000

With a historic project such as this, we have outlined cost ranges to initially proceed with Phase 1 and then review the project after its completion and refine scopes and cost for the remaining phases. This approach proves to be most effective for all parties and results in the best quality preservation project for the building. Please note that the cost of additional items to be reviewed are not included.

We should discuss this report with you to promote understanding and answer your questions. We understand it is a costly and complex project, which is worth review.

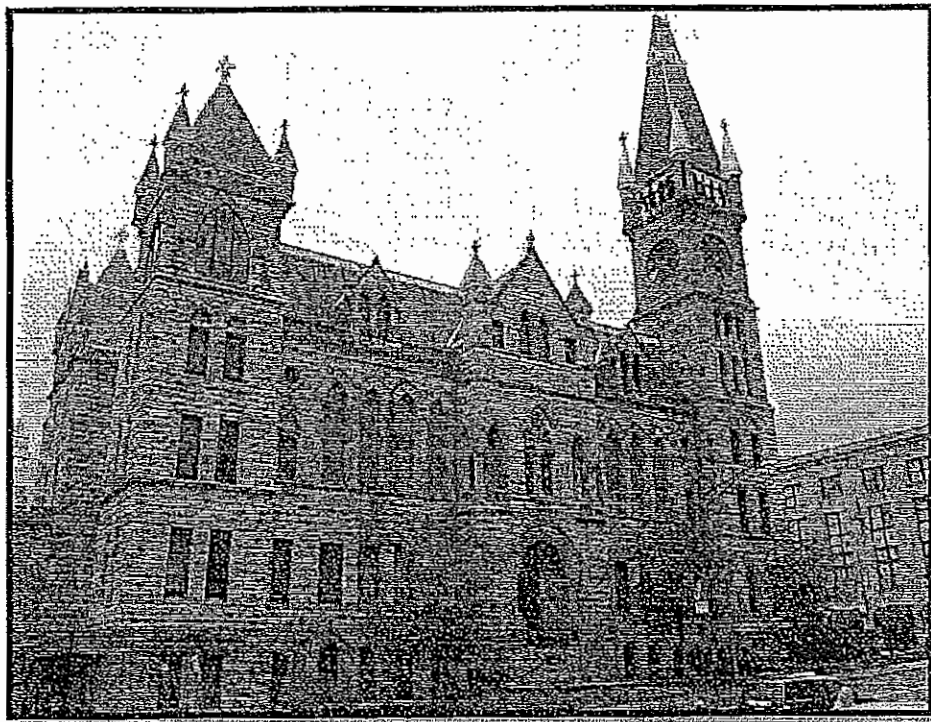
Prepared by:


Erik R. Valentino
Vice President



**Scranton City Hall
Scranton, PA
Task 1: Masonry Assessment**

JUNE 23, 2016
MPS Job No.: 201603



Prepared for:
Pat Hinton
City of Scranton
340 North Washington Avenue
Scranton, PA 18503

Prepared by:
Masonry Preservation Services, Inc.
7255 Old Berwick Road
Bloomsburg, PA 17815



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APPENDICES

APPENDIX A: Photographs

APPENDIX B: Drawings
 SK-1: Building Overview
 SK-2: Water Infiltration Locations
 SK-3: Preservation Phasing Plan



1.0 PROJECT BACKGROUND

MPS met with Paul O'Hora from the City of Scranton to review the building and discuss the project on several occasions. The beautiful, historic masonry building was constructed circa 1888 of sandstone and underwent interior renovations in the 1970s. There is a prominent clock tower at the north corner along with lesser towers at each of the other three corners of the building. The building is experiencing water infiltration to varying extents and the objective for the assessment is to reduce the leaks as well as address the façade deterioration.

A variety of masonry deterioration exists at the building, particularly on the towers. We understand concern regarding the existing deterioration has increased and the need to implement proper long-term repairs to preserve the building for the future is now warranted. MPS provided a proposal to assess the masonry and provide direction for a corrective course of action. The proposal was accepted, forming the basis for this report.

The development of an overall process to repair the building and limit deterioration is critical to the long-term performance of the building. Proper masonry preservation requires a comprehensive understanding of the existing conditions and a guided plan for future repairs that are proactive long-term approaches. When masonry deterioration develops, as observed at the building, a combination of factors has led to the observable and concealed deficiencies. In turn, these deficiencies lead to leaks and water infiltration. Water infiltration then accelerates the deterioration of the masonry assemblies, and the detrimental cycle continues. If the deterioration is detected, understood, and corrected early; the problems may be reversible and require a lesser scope (and budget) to implement restoration. The importance of evaluating and understanding the root cause of the deterioration, before attempting short-term quick-fix repairs, is paramount. Proper repairs with the intention of long-term performance will be more cost-effective over the life of the building.

2.0 SCOPE OF WORK

The purpose of this masonry evaluation was to assess the overall condition of the masonry to determine the extent and scope of repairs required and to understand the next logical steps in the repair process. We performed the following scope of work at the above referenced project:

2.1 Document Review & References

We requested all relevant historical information, drawings, reports, repair history, leak logs, etc. We understand very limited information is available. We were provided with and reviewed the following from Don King of the City of Scranton:

- Limited renovation drawings completed by Bellante Clauss Miller and Partners dated 1977. No original or other drawings were available for review.



2.2 Observations

We completed visual observations of existing conditions of the building envelope from grade, interior, and roof areas. We also performed limited detailed inspection (tactile contact) of the walls at numerous areas of the façade that were accessible. Exploratory observation probes were not completed during this evaluation process. Note that we were unable to access above the open level of the main tower due to live pigeons and excessive hazardous pigeon excrement.

2.3 Report

We have provided this written evaluation report to summarize the results of our observations, provide a photographic survey, and to provide long-term recommendations for repairs. Two copies of this final report are provided, along with an electronic portable document format (pdf) copy for additional reproductions.

3.0 OBSERVATIONS & DISCUSSION

Telescopic viewing and photographic equipment were utilized to perform and document our observations. Photographs and drawings with descriptive information may be viewed in Appendix A: Photographs & Appendix B: Drawings. The following is a summary of our observations:

3.1 Unsafe Conditions

Conditions that could potentially develop into unsafe conditions were observed. With the lack of ongoing maintenance and repairs, those areas will not improve.

3.2 Water Infiltration

MPS walked through the building interior and discussed water infiltration with Paul O'Hara during our site visits. There were a few persistent leak locations reported to us. Deteriorated plaster due to water infiltration was noted at several areas. Refer to Appendix B: SK-2 for water infiltration.

3.3 Maintenance & Repairs

It is our understanding that minimal masonry repair and maintenance work was completed from 1888 until the 1970s during the renovations, where façade repairs were very limited. There was a minimal amount of repair documentation available for review. A variety of short-term repairs were observed which have had minimal impact on extending the service life of the building. No other significant repairs or building evaluations were reported to us.



3.4 Stone

The masonry at the historic building consisted of mass masonry walls constructed of multiwythe brick and stone backup, with sandstone exterior. There appeared to be two different types of sandstone, the first being the primary ashlar or wall field stone and the second used for the carved and decorative elements of the façade. It was noted that the decorative sandstone was generally in far worse condition than the ashlar stone, with erosion, spalling, and deterioration observed. RILEM absorption or other material testing was not completed at the sandstone during this initial work, which would help determine absorption rates for sandstone and provide more insight into its properties. The ashlar stone overall has weathered well for its age, but the decorative elements had noticeable erosion of stone. In order to effectively execute the preservation project, some additional material testing on the sandstone should be completed to understand long-term durability and potential stone consolidants to address the absorption and strength issue.

The masonry was soiled with atmospheric dirt, pollution, and staining at certain areas and could benefit from a restoration cleaning to improve and unify overall aesthetics at the completion of the masonry repair work if desired.

Sandstone was quarried from sedimentary rock formations because the stone split very readily into rough rectangular blocks which needed little or no further work to be used. Clay layers within the bedding planes make the stone susceptible to delamination along these faults, especially when the stone is improperly face-bedded within the walls. Sandstone is not considered an overly durable or long lasting building stone, especially for our northeast climate. Minimal bedding plane issues were noted during our initial assessment, but one should be aware of its inherent issues. The stone itself at the building has remained in fair condition over the years at certain areas and worse in other areas. Several areas of cracks in the masonry were observed, which is typical for buildings of this age as settlement and arch flattening occurs. Some areas where higher water flow rates impact the stone due to improper roof drainage or building geometry, have notable sandstone erosion.

Several areas of stone spalls, cracking, delamination, and previous repair patches were observed and will require repair. Additionally, some areas of sandstone were found to be debonded and unsound and will require removal and resetting and/or replacement. The sandstone does exhibit deterioration caused by exfoliation of stone surfaces and contour scaling at carved surfaces at some areas. Several loose and delaminated areas of sandstone were removed easily by hand during our field work. This deterioration is caused by the tendency of sandstone to form hard surface crusts at carved details (contour scaling) resulting in the loss of the crustal layer through oxidation crust formation.

Some areas of segmented columns were observed with cracking, and it is suspected the stone column units are pinned together with mild steel pins. Due to improper mortar joint repointing and maintenance, water was able to get to the pins and cause them to corrode. As steel corrodes, it expands in volume and caused the stone to crack. As the cracks get



wider, the detrimental cycle accelerates and soon stone fragments will fall from the building.

Typically in building construction from the late 1800s and early 1900s, masonry anchors were made from ferrous metals. These cramp anchors are used to mechanically attach the decorative veneer to the masonry back-up in mass masonry construction. Masonry ties and header courses were utilized at this building. No destructive testing was completed during our work, so confirmation of any steel anchors in the masonry walls was not completed, but should be reviewed during initial phases of work. No evidence of corroded anchors was observed, such as rust staining, patterned surface spalls, or spall exposure of corroded metals.

3.5 Mortar Joints

Mortar joints at multiple areas were cracked, de-bonded, open, and deteriorated. It appears that during certain past repointing efforts, the original soft mortar was only removed to a shallow depth. Then a relatively thin layer of new mortar was installed over the top; however, this creates voids behind the new mortar where water can travel and the mortar will deteriorate rapidly. Deterioration from excessive water infiltration and freeze-thaw damage were noted at various locations. Overall the mortar joints don't provide a barrier wall that is consistent in quality and performance, and does not effectively keep water out of the wall and limit subsequent deterioration and leaks that can occur. Spot repointing was also completed, which only removes and replaces certain areas of mortar instead of a comprehensive solution. This creates new bond lines, intersections of multiple generations of mortars with different material properties, aesthetic confusion, and overall poor performance.

If the wall cannot dry out and remains constantly saturated, the assembly becomes susceptible to freeze-thaw and sub-efflorescence damage. Freeze-thaw damage occurs when water entrapped in the assembly expands when it freezes, which puts pressure on the stone and causes spalling. Sub-efflorescence damage occurs when masonry wall assemblies retain liquid water in sufficient quantities and duration to allow for the entrapped moisture to solubilize salts. When the liquid water eventually evaporates, the solubilized salts recrystallize at or near the masonry surface. This process causes an expansion of the salts that can cause wide spread spalling of masonry.

Polyurethane sealant was installed over mortar joints at many areas, which will trap moisture within the masonry. It is also not a substitute for a mortar joint, because once the sealant's limited service life is over, the joint will now be wide open to the elements.

3.6 Main Tower Interior

The interior of the tower is largely soiled from inhabiting birds, especially severe at the upper levels. Ladder access to some of the various interior levels appeared unsafe and not suitable for maintenance personnel in accordance with current codes. Review and cleanup of the tower interior should be discussed. Some areas of water infiltration were noted inside

the tower. Wood members of the various interior levels had some signs of water infiltration and rot, and require additional assessment. The exposed tower levels appeared to have a sheet metal roof system that appeared to be intact. The circular stained glass and interior spiral staircase also require further review. Interior areas could not be fully reviewed due to accessibility, and should be reviewed further once the bird excrement cleanup is completed.

3.7 Concealed Masonry Gutters

There are concealed gutters at multiple areas around the perimeter of the roof. We have extensive experience with durable soldered coated copper gutter liners, and would be happy to discuss coordination of the work as it is likely sensible to integrate the masonry and gutter liner. The stone gutters were likely originally lined with sheet metal, and had subsequent repairs of membrane and various mastics and sealants at terminations have followed. Clogged, poor flowing, and other conditions plague the gutters.

We observed deterioration, displacement and staining at some of the stone panels directly under the roof gutters forming the gutter. The masonry assembly at these locations appears to be saturated with moisture, which is causing the observed deterioration and displacement. Water appears to be entering the masonry assembly through the gutters and at the failed mortar joints on the masonry. These displacements lead to question the anchorage of the masonry gutters and also the longevity of the system.

3.8 Gable Copings

There are masonry gables at each elevation of the building. All of the gable parapets are topped with stone copings. Most of the copings appear to be in fair condition; however, we did observe some deteriorated copings. Sealant was installed at some of the joints of the copings; typically, it is not recommended to seal the bed joint and trap moisture in the wall. Many joints were open and easily allowing water intrusion. We did not observe proper through-wall flashing under the copings to help limit water intrusion. Flashing interface at the backside of the gables with the roof appeared sub-standard and also questionable at the west gable where geometry is difficult. Some gable stones were displaced outwardly and also sliding down the slope of the gable, likely due to deficient anchorage to the masonry below. The copings did have a shingled boss design, which has allowed the stones to perform slightly better than other configurations.

3.9 Masonry Dormers

There are multiple decorative stone dormers that extend out from the roof at the upper floor around the building. The stone copings were found lacking through-wall flashing, having cracks and spalls in the stone, containing deteriorated mortar joints, and deficient in the interfaces with the roof on the back and sides of the dormers and the gutter at the front of the dormers.



3.10 Sealant

Flexible sealants were installed at window and door perimeters and other penetrations at the building. A majority of the sealant joints we observed around the complex had failed or degraded. The existing polyurethane sealants were cracked, split open, de-bonded, and generally deteriorated. Many of the openings in the sealant were wide enough to allow water to pass. All of the sealant has exceeded the useful service life for polyurethane sealant, which is typically 8 to 12 years but can vary depending on product manufacturer, substrate preparation, joint design, and application procedures.

Polyurethane sealant is subject to UV degradation. All organic sealants change properties over time when subject to ultraviolet light from the sun. The UV rays change the organic chemistry of the sealant, which in most cases causes the sealant to get stiffer, reducing its movement capabilities. The stiffer sealants fail cohesively (crack or split open internally) and adhesively (loss of bond to the substrate). UV degradation can also cause the surface of polyurethane sealant to chalk, craze or crack. The surface cracks eventually develop into full-depth cracks.

It appears most building windows were replaced during the 1970's renovations, so it is assumed the sealants are of that vintage. We wanted to stress the importance of sealants in overall façade water infiltration resistance. Sealants are impacted by mortar joint repointing efforts as well. To properly repoint mortar joints, the sealants will be cut into and will need to be removed and replaced.

3.11 Chimneys/Vents

There are several chimneys/vents on the building, located at the roof level. Four at the middle of the roof and two toward the gable area perimeter. Similar to the building, the chimneys are built with sandstone. The mortar joints were in poor condition. Some stone deterioration was observed, including some cracks and displacement. Evidence of water infiltration was observed at several areas. The soundness of the upper area of the chimneys and the condition of the caps could not be determined at this time due to access limitations.

3.12 Cast Iron Elements

There were various cast iron elements at the building, including the open colonnade near the top of the main tower, railings, and decorative finials around the roof area. Interior decorative elements at the grand staircase also set the precedence for cast iron use at the building.

Corrosion and general deterioration was observed at most cast iron elements. Several areas of columns observed to have lost mechanically attached decorative elements at some points in the past. It was unclear if section loss of the cast iron has occurred that could potentially reduce the capacity of the elements or if other mechanically attached failures could occur, but it should be reviewed further.



3.13 Additional Items

Although not within the scope of our observations, we noted the following items during our façade masonry assessment. We felt it prudent to bring these observations to your attention for consideration.

3.13.1 Roof & Flashing Interfaces

Multiple areas of roofing, flashing interfaces between roof and masonry walls, decorative finials, and associated wood and metalwork was noted with deficiencies and deterioration that negatively impact the water penetration resistance of the building envelope. This item requires further review by a qualified professional.

3.13.2 Wood Roof Structure

Based on our observations of some water staining and rot on wood members, and the age of the roof structure; it would be logical to have an experienced structural engineer review the wood roof spire. This is particularly important prior to imposing scaffolding loads on the roof. This item requires further review by a qualified professional.

3.13.3 Lightning Protection

A complete lightning protection system consisting of air terminals, ground wire, and anchors was not observed at the building. This item requires further review by a qualified professional.

3.13.4 Site Masonry

Various masonry knee walls, site walls, planters, statues and stairs exist around the site, which was not within our scope.

3.13.5 Stained Glass Windows

We observed bulging and displacement of stained glass windows near the entrance, and the lead came showed signs of deterioration. A variety of stained glass windows were located at the building. Current condition of the stained glass windows and storm units (or lack thereof) should be reviewed by a qualified professional.

3.14 Concepts & Discussion

3.14.1 Life Cycle Deterioration

During the course of a building's service life, age induced decline is always working against the structure. A proactive and technical based preservation and preventive maintenance regimen must be implemented to stay ahead of

deterioration curve. Proper long-term repairs are preferred over short-term fixes. The common theme of water intrusion outlined in this report is constantly working against the masonry walls, as well as the freeze-thaw cycles that are extremely detrimental.

3.14.2 Mortar Joint Repointing

In our opinion, 100% mortar joint repointing of the masonry is required at the indicated areas of the building to address deteriorated or inadequate conditions. Breaches caused by deteriorated mortar joints over the course of many years can allow water to penetrate the masonry system and accelerate deterioration. Random and incomplete repointing can often do more harm than good and is not an overall good long-term tactic. The effectiveness of proper mortar joint repointing can be tested and documented using ASTM C-1601, *Standard Test Method for Field Determination of Water Penetration of Masonry Wall Surfaces*, if desired.

The Brick Industry Association guidelines estimate the time to repair mortar in masonry walls is approximately 25+ years, with shorter intervals at more exposed assemblies. With the building in service for more than that duration, 100% joint repointing is understandable. Even if the mortar is in marginal condition now, the thinly applied repointing will greatly reduce the effectiveness and service life of the mortar.

In the NPS Technical Preservation Services' brief on Repointing Mortar Joints in Historic Masonry Buildings they indicate "...if 25 to 50 percent or more of a wall needs to be repointed, repointing the entire wall may be more cost effective than spot repointing. Total repointing may also be more sensible when access is difficult, requiring the erection of expensive scaffolding (unless the majority of the mortar is sound and unlikely to require replacement in the foreseeable future)."

Quality repointing should be completed in accordance with applicable portions of the Brick Industry Association guidelines and the Secretary of Interior Standards. The procedure includes deteriorated mortar removal to a depth of approximately $\frac{3}{4}$ inch (or twice the joint width), new mortar installation applied in multiple (2-3) thin ($\frac{1}{4}$ inch) layers as each previous layer becomes "thumbprint" hard, and tooling of the last layer to match the original mortar joint profile.

3.14.3 Deteriorated Sealant

Flexible sealants, particularly polyurethane, become cracked, hardened, split open, de-bonded, and generally deteriorated with openings wide enough to easily allow water to pass. Water will easily enter the masonry system and will cause and accelerate deterioration. Typically, the useful life of urethane sealants is 8 to 12 years and silicone is 20 years or more; but varies depending on product used, substrate preparation, joint design, and application procedures. The replacement of sealants is a maintenance item and should be anticipated on a periodic basis. This

important building envelope component is often overlooked and is critical to the long-term overall performance of the structure.

3.14.4 Embedded Metal

Any metal anchors used in the masonry are subject to potential corrosion. Reducing the amount of moisture that enters the mass masonry walls will reduce the rate of corrosion of metal.

Corrosion threatens any ferrous metal (iron, steel, etc.) component, particularly where embedded and in direct contact with adjacent material (stone, mortar, etc.). In the presence of water, steel will corrode (rust), and expand with significant pressure created by the exfoliating rust (the corroding steel combined with exfoliating rust will occupy a larger volume of space than the original steel alone). The pressure generated produces stress in adjacent materials, oxide jacking, and in many building assemblies, can cause severe damage. The stress caused by the corroded embedded metals, in conjunction with the proximity to the front face of the stone, can directly contribute to the potential spalls. Current standards recommend the use of stainless steel anchors to prevent damage caused by corrosion.

4.0 RECOMMENDATIONS AND OPINIONS

Our observations helped clarify the breadth and depth of required repairs. Although more assessment is required, we have laid the groundwork for a successful preservation project. The repairs involve the implementation of fundamental and sound masonry repair procedures. Based on our observations, we have summarized our recommendations in the following sections:

4.1 Access & Site

In order to access the different work areas, heavy duty system scaffolding will be utilized in conjunction with other access depending on the work area. Significant coordination and scheduling efforts will be needed due to the use of the building and the noise and dust that will be generated during the project.

- To safely complete the necessary repairs to the towers, scaffolding will have to be installed on all four elevations of the towers. The scaffolding will extend from the ground and lower roofs up to the top. Scaffold will also be required on the other elevations for the various work phases.
- Due to the height of the tower, the scaffolding has to be designed by an engineer.
- The slate roof will be protected under the scaffold installation, and some slate repair at project completion is anticipated. Roof coordination will be required for the work.
- The access to the towers is a notable amount of the total repair cost; therefore, careful consideration should be given to completing all of the repairs the same time to prevent significant additional access costs in the future.

4.2 Mortar Joint Repointing

The mortar joints of the building are in poor condition and need to be 100% repointed, including all of the stone mortar joints. The previous repointing projects did not provide much benefit.

- Repointing should be completed in accordance with applicable portions of the Brick Industry Association and SOI guidelines.
- Cut out areas of deteriorated mortar consistently and comprehensively to the proper depth (minimum $\frac{3}{4}$ inch). Ensure that all existing mortar is removed from the edges of the masonry units.
- Install new mortar applied in multiple layers/lifts as each previous layer becomes "thumbprint" hard, tool the last layer to match the original mortar joint profile.
- Complete a cleaning/wash down of the masonry surface to remove atmospheric pollution and improve overall building appearance.
- Due to the depth of soft mortar at certain areas, deeper back pointing will be required as well as masonry anchors.

4.3 Stone Repair

The delaminated, spalled, displaced and cracked stone pieces need to be addressed. The entire façade should be sounded and any deteriorated panels should be repaired. The sandstone of the building requires a variety of repairs as generally outlined as follows:

- Check all stone for loose or delaminated pieces. Remove loose and deteriorated material until remaining area is sound.
- Remove select stones that have grossly failed and install new stone pieces that match the profile.
- Based on the material testing, there is potential for installation of mineral silicate coating or consolidant to select masonry areas. These products chemically bond with the substrate and will help provide an extended service life for the coated areas.
- Stone dutchmen and patching repair.

The intent of the stone repairs is not to make the building look perfectly new, and patch every chip to recreate the original profiles. A more pragmatic and economical approach is typically used on buildings such as this to preserve and extend the service life of the masonry. The sandstone has patina and character with age, and only prioritized areas will be patched or replaced. Loose materials in immediate jeopardy of falling will be removed, gross spalls patched, immediate visual impact areas patched or replaced, and unsound areas stabilized. Sandstone is a natural material and will continue to exfoliate over time.

4.4 Towers

The following is a brief list of the general repairs that need to be completed at the towers.

- Install new sheet metal flashing at the masonry-to-roof interfaces. Integrate the flashing to protect the backsides of the four corner turrets, and properly manage water.



- Rebuild unsound stone
- Address wood and cast iron deterioration
- Remove existing failed bird screen and install new stainless steel screen.
- 100% repointing of the masonry mortar joints is recommended.
- Select areas of stone will need to be removed and replaced.
- Pin and repair stone at selected areas, including crack stitching as required.
- Patch selected spalled stone areas.
- Rebuild and/or repair the unsound areas of the stone turrets
- Window and interior repairs
- Install new roof hatches at the interior levels. Install adequate ladders to provide safe access through the interior of the tower to the top. Review and waterproof the roof deck at the open levels.
- Complete a restoration cleaning of the masonry surface to remove atmospheric pollution and improve appearance.

4.5 Gutters

The stone gutters should be rebuilt to correct the deficiencies and displacement. The repair / replacement of the gutter liners should be coordinated with the roofing and masonry repairs to reduce access costs and to avoid duplicating repair efforts. Upper areas of stone just below gutters may need to be removed, flashed, and reset to provide sound substrate for the roof gutters. Some of the decorative areas of stone below the gutters may also need to be reset.

4.6 Gable Copings

Remove all gable stone copings, clean, number and store for reuse. Patch any spalls in the stone. Replace any unusable stones. Make necessary repairs to the parapet wall masonry down to sound substrate. Install new through-wall flashing system and re-install the copings. Copings should be set with stainless steel pins to anchor them to the parapet wall, and the pins should be waterproofed with thimbles integrated into the through-wall flashing system. Flashing should be installed with outboard hemmed drip edge and integrated inboard receiver and counterflashing to interface with existing copper wall flashing and accommodate future re-roofing projects without disturbing the masonry flashing.

4.7 Masonry Dormers

At all dormers, remove all stone copings, clean, number and store for reuse. Patch any spalls in the stone. Replace any unusable stones. Install new through-wall flashing system and re-install the copings. Copings should be set with stainless steel pins to anchor them to the parapet wall, and the pins should be waterproofed with thimbles integrated into the through-wall flashing system. Integrate dormers with roofing and gutters as coordinated with the roofer. Repoint all remaining mortar joints in dormers.

4.8 Chimneys/Vents

Some further review of the chimney regarding the soundness of the upper areas needs completed once the scaffold is erected to determine rebuild areas. The general scope of repairs is as follows:

- Rebuild unsound areas of stone. Install restoration anchors as necessary.
- Repair and patch and stone. Re-anchor with stainless steel as needed.
- 100% repoint all mortar joints
- Install chimney cap metal as appropriate to waterproof the top surface.

4.9 Condition Assessment

Have an experienced professional perform periodic condition assessments of the building envelope approximately every 5 years to assist in early detection of deterioration and to assess the façade condition. Perform yearly until repairs are completed.

4.10 Preventative Maintenance

Once preservation work is completed, anticipate some level of masonry maintenance approximately every 10-20 years for repointing, façade cleaning, and sealant replacement. Masonry façades require maintenance to properly perform, limit leaks, and minimize extensive irreversible repairs.

4.11 Additional Items

The following items need to be addressed to ensure a comprehensive building envelope preservation project.

- Cleanup of pigeon excrement and provide access to the upper levels of the main tower for assessment
- Material testing of the strength and absorption of the sandstone. In particular, to determine the reason the more decorative type stone has more deterioration than other areas.
- Roof assessment and coordination for masonry interfaces
- Structural engineer review of roof structures and spire
- Lightning protection system design review
- Cast iron elements assessment to determine both structural soundness and long-term viability
- Stained glass window assessment to determine extent of deterioration and repairs
- Bird containment design and review
- Overall scope and expectations review for long-term preservation of City Hall

4.12 Post-repair Considerations

It is typically recommended to wait one heating and one cooling season (approximately 1 year) after exterior repairs to perform interior plaster repairs. Once the water infiltration is stopped, moisture still remains in the walls and plaster (particularly mass masonry with

large wall thicknesses). As the walls and plaster dry out, the solublized salts in the water will re-crystallize and expand. This process will initially make the plaster condition visibly worse. Once the wall is dry, successful interior repairs can be completed. This is not a popular recommendation, but will help manage the repair process and expectations.

5.0 PRESERVATION PLAN

We recommend the implementation of the masonry preservation plan as outlined below. Various repairs are required due to the deleterious impact of water infiltration and building age. The work outlined in the plan focuses on understanding root causes of deterioration and performing long-term restoration repairs to extend the service life of the building. Many short-term (usually less in cost) repairs and approaches could be attempted, but will not perform over time.

There is no quick, easy and cheap fix for the complex at this time that will perform over the long-term. It is important to note that as time progresses, deterioration will worsen and repair quantities and repair costs will increase. If proper long-term repairs are not implemented, further irreversible deterioration could jeopardize the long-term viability of the building and exceed normal budget, maintenance, and operations costs.

Phase	Title	Description
Immediate	Discuss long-term expectations and overall Preservation Plan	
Preparation	Additional Review Items 4.11, address pigeon issues	
1	South tower & chimneys - Pilot Phase	Items 4.1, 4.2, 4.3, 4.4, 4.8
2	North tower	Items 4.1, 4.2, 4.3, 4.4, 4.8
3	Northwest elevation	Items 4.1, 4.2, 4.3, 4.5, 4.6 & 4.7
4	West tower	Items 4.1, 4.2, 4.3, 4.4, 4.8
5	Northeast elevation	Items 4.1, 4.2, 4.3, 4.5, 4.6 & 4.7
6	East tower	Items 4.1, 4.2, 4.3, 4.4, 4.8
7	Southeast elevation	Items 4.1, 4.2, 4.3, 4.5, 4.6 & 4.7
8	Southwest elevation	Items 4.1, 4.2, 4.3, 4.5, 4.6, 4.7 & 4.8
Condition Assessment		Item 4.9. Plan for periodic condition assessment.
Proactive Approach		Item 4.10. Anticipate future preventive maintenance and repairs.

A drawing showing the locations of each phase can be viewed in Appendix B: Drawings.

The cost breakdown on the executive summary is provided for your reference to understand how the project is structured, and no single work item can be completed independently, which is why it is phased. From a cost and performance perspective, it makes sense to complete phase by phase since the cost for accessing the structure is such a large percentage of the overall repair cost. Pricing was based on working typical weekday hours, if afterhours or weekends are required, the cost will need to be updated. The work will be generating noise and dust, which could impact operations, especially during certain times. After your review of this summary, we would be pleased to review

schedule and work plan with you. Any permit and bond costs that may be required will be directly passed to the City for payment and are not included in the costs. There are several items that require further review, which could impact the overall scope, phasing and cost.

6.0 SUMMARY

MPS completed the masonry evaluation at the Scranton City Hall in Scranton, PA. The purpose of our evaluation was to perform an assessment of the masonry condition and provide a course of action for corrective measures.

We performed observations at the complex, combining tactile observations and visual observations at accessible areas. A variety of deterioration and deficiencies were observed leading to a logical progression to address the building issues. Lack of maintenance, flashing interfaces, inadequate detailing, and sporadic repair interventions have allowed the damaging effects of water infiltration to remain unchecked for an extended period of time. Proper detailing with quality materials in accordance with historic restoration standards is critical to the long-term effectiveness of the repairs.

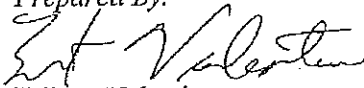
A preservation plan consisting of multiple tasks has been outlined in this report to address the repairs required at the building. We understand the effort and cost associated with a masonry preservation plan. Our opinion is that the value and benefit of performing work with skilled craftsman and quality material under a guided plan provides the best long-term value with regard to funds expended by maximizing the service life of the building.

Depending on the level of anticipated repairs, periodic façade inspections should be scheduled to maintain safety protocols and head off additional potentially costly repair projects. In accordance with ASTM E-2270, *"Standard Practice for Periodic Inspection of Building Façades for Unsafe Conditions"*, the exterior walls should be assessed at least once every five years for deterioration and repair recommendations. Due to the deteriorations observed, we recommend annual inspections until the preservation plan is commenced. It is critical to the longevity of the building that temporary (usually less expensive) type repairs are avoided and work be completed with quality materials and skilled craftsmen.



As requested, MPS performed this evaluation of the exterior masonry façade, documented deficiencies, recommended repairs and a course of action, and provided this summary report for guidance. This report has been prepared based on our site observations, information presented to us, interviews with on-site personnel, and our experience with similar projects. If any information becomes available which is not consistent with the observations or conclusions presented in this report, please present it to us for our evaluation. ©2016 Masonry Preservation Services, Inc. (MPS). All rights reserved. The reproduction, distribution, publication, display, or other use of this report without the written consent of MPS is prohibited. The contents of this report are intended to convey information compiled by MPS as relevant to the project outlined within and for the agreed-upon intent, and for no other purposes.

Prepared By:



Erik R. Valentino
Vice President

APPENDIX A:

Photographs



Appendix A – Photographs

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Task 1 Masonry Assessment
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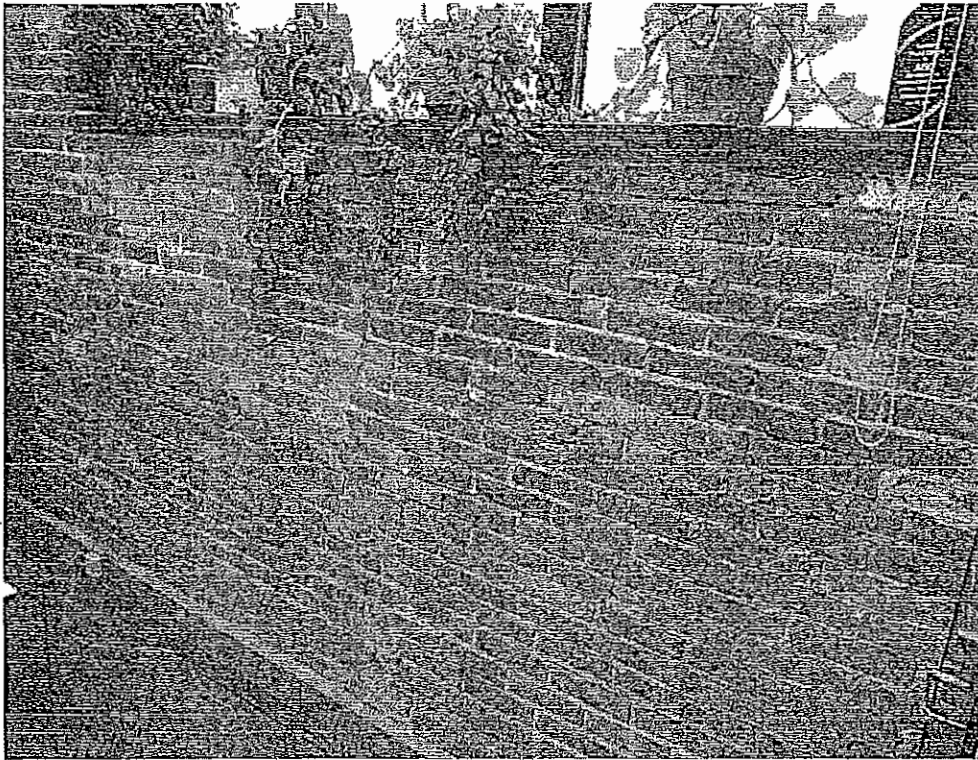


Photograph 1:
Overview of the
west elevation



Photograph 2:
Overview of north
elevation





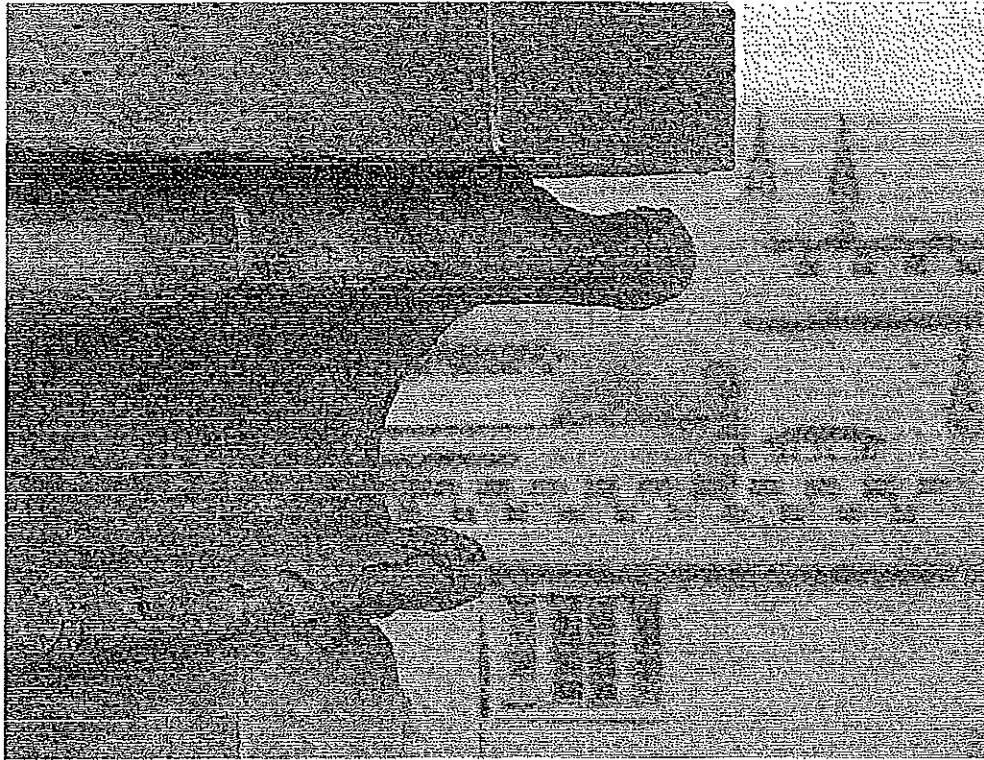
Photograph 3:
Interior leak
location



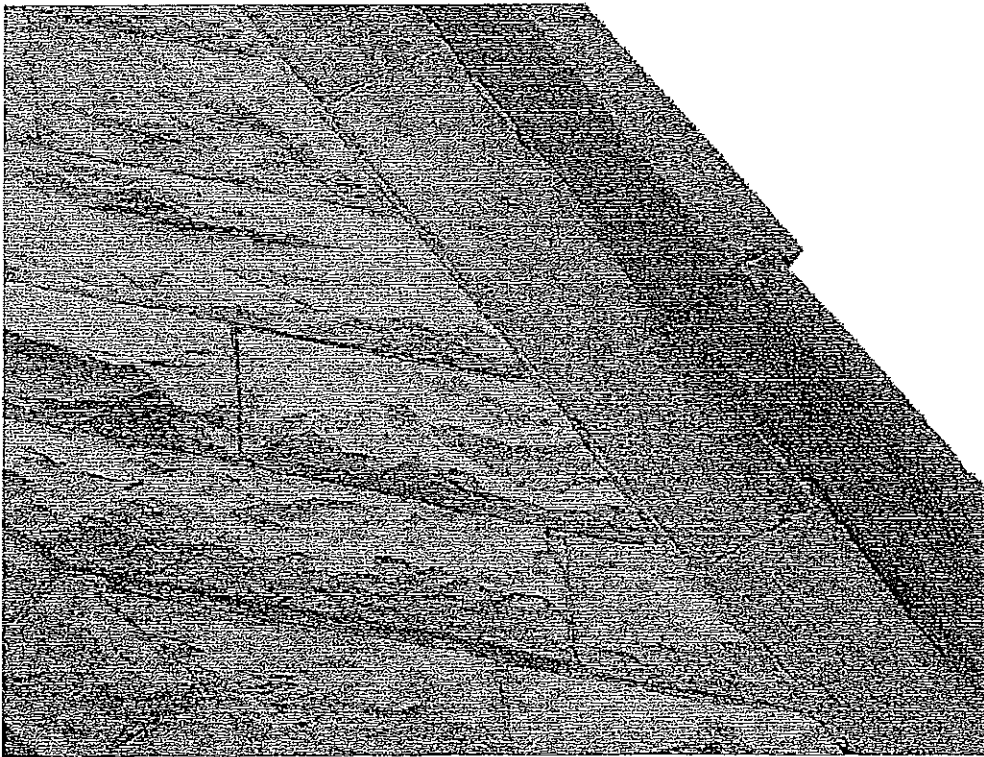
Photograph 4:
Interior leak
location

Appendix A – Photographs

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Photograph 5:
Stone erosion

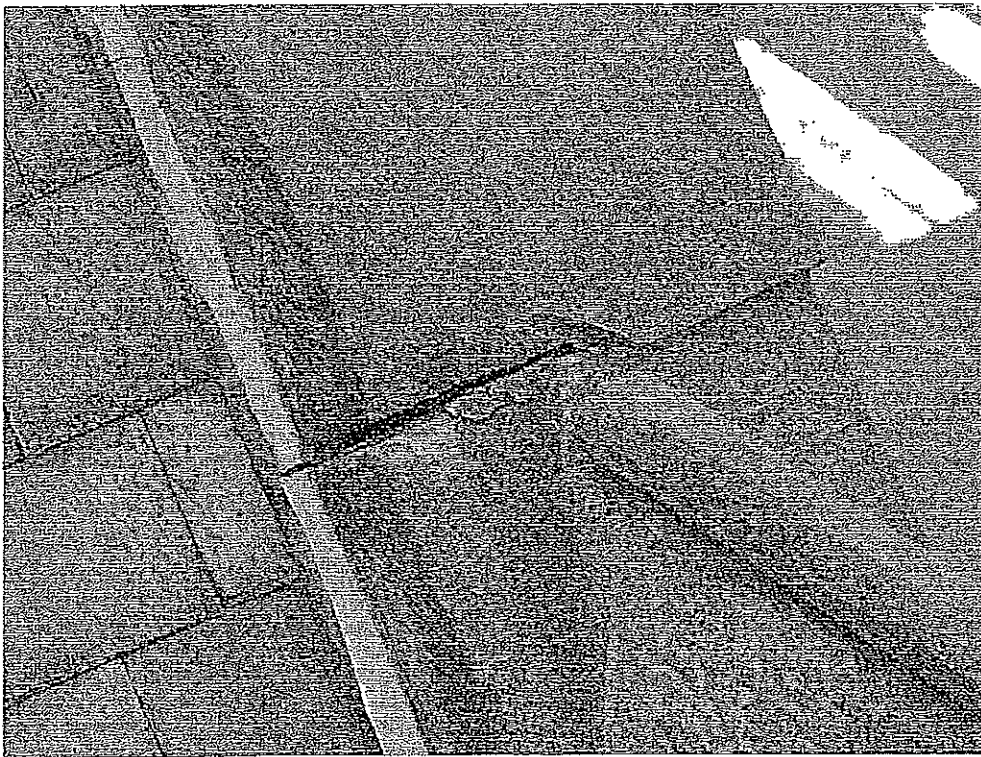


Photograph 6:
Stone erosion and
mortar joint
deterioration





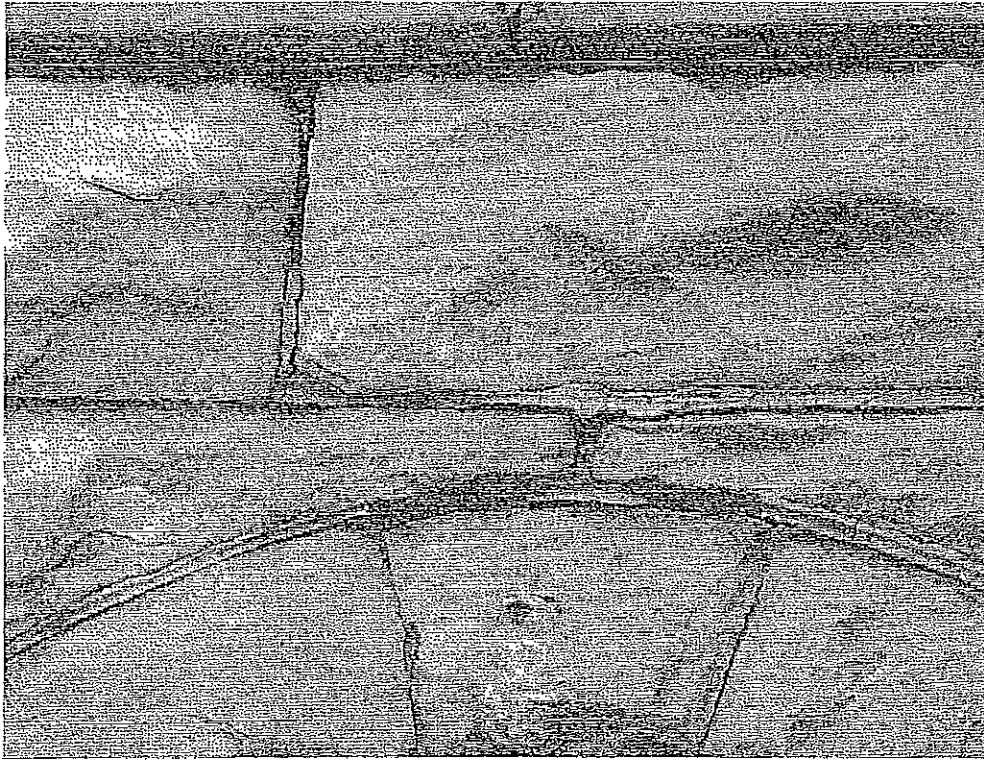
Photograph 7:
Stone deterioration



Photograph 8:
Cracked stone and
open head joint

Appendix A – Photographs

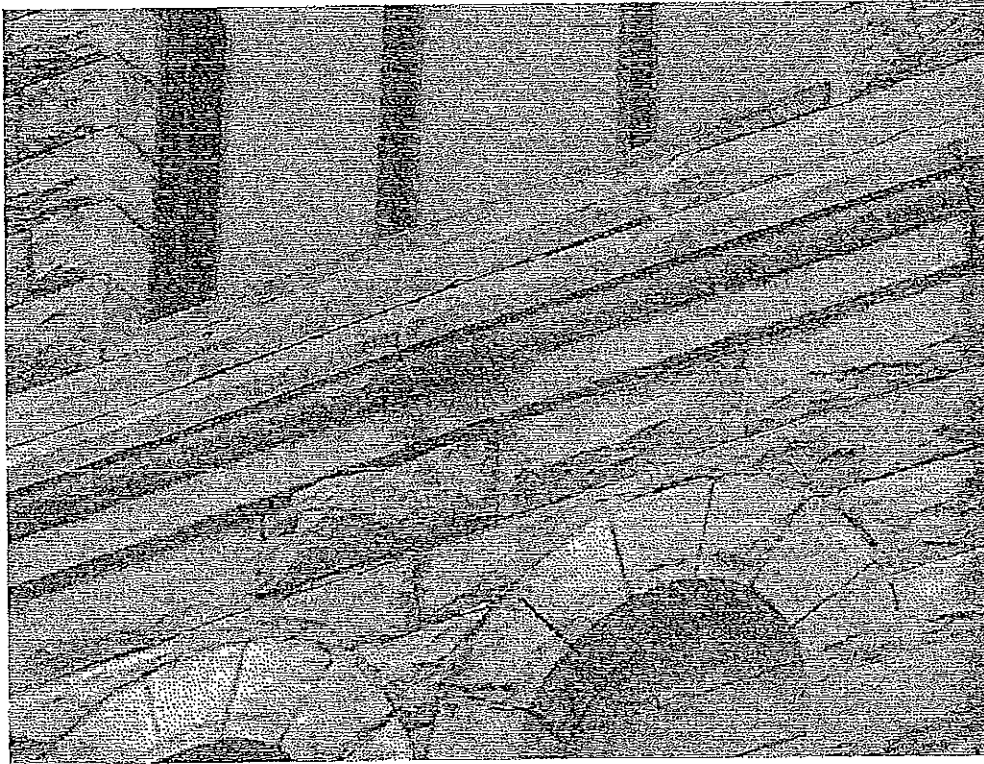
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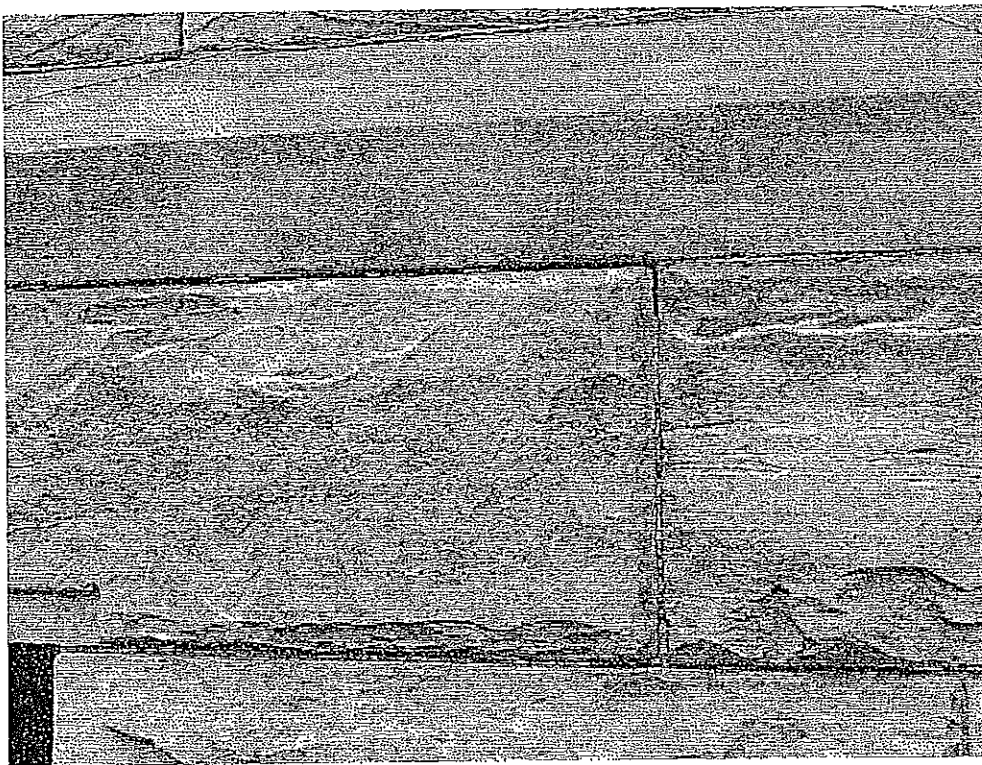
Photograph 9:
Severe mortar joint
deterioration



Photograph 10:
Stone displacement
and mortar joint
deterioration
allowing water
infiltration



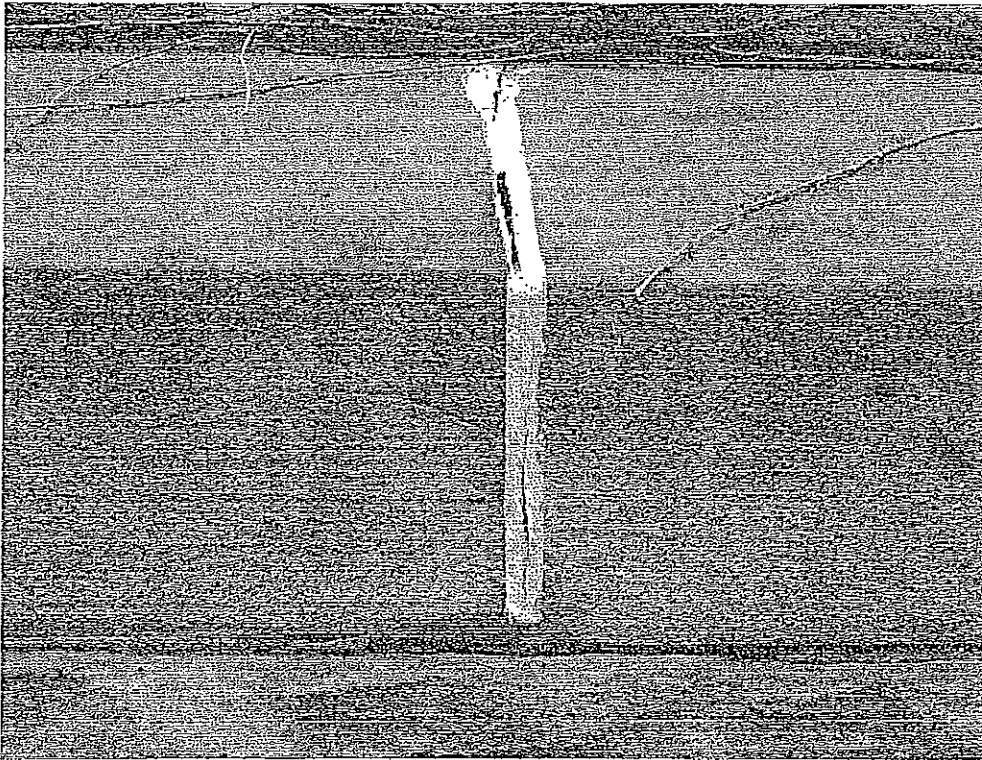
Photograph 11:
Area correlated
with interior
leakage in
Photograph 3



Photograph 12:
Failed mortar
joints

Appendix A – Photographs

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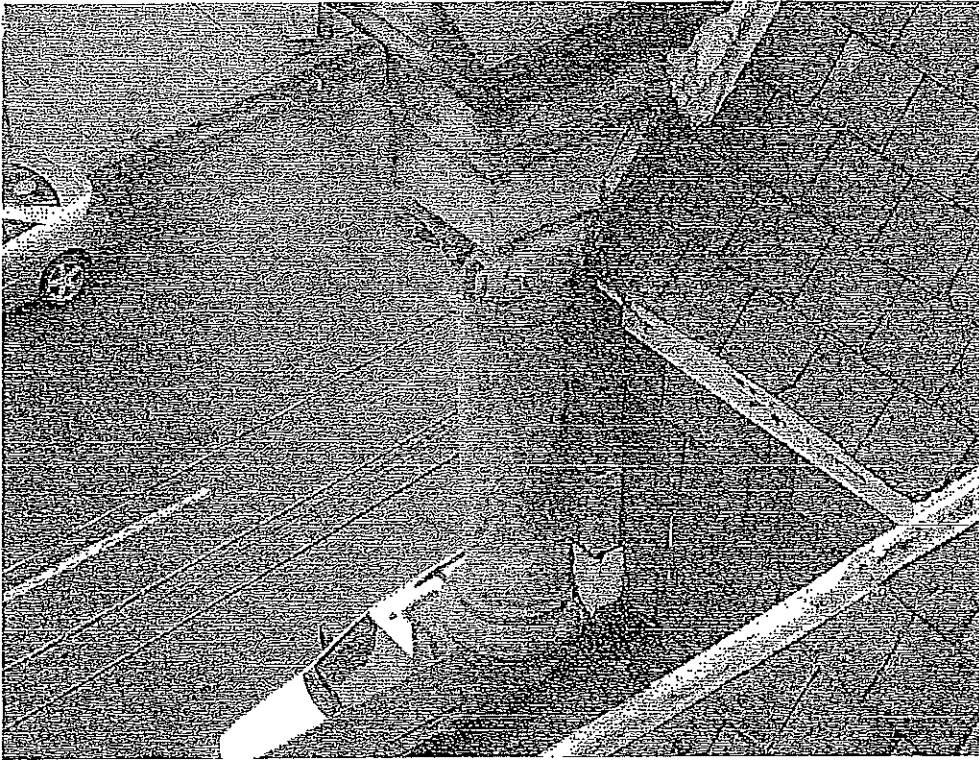


Photograph 13:
Deteriorated
sealant over failed
mortar joint



Photograph 14:
Delaminated stone
column shaft





Photograph 15:
Spalled and eroded
stone column



Photograph 16:
Open tower level.
Note also two
different types of
stone; rough cut
ashlar units and
smooth faced
decorative units.

Appendix A – Photographs

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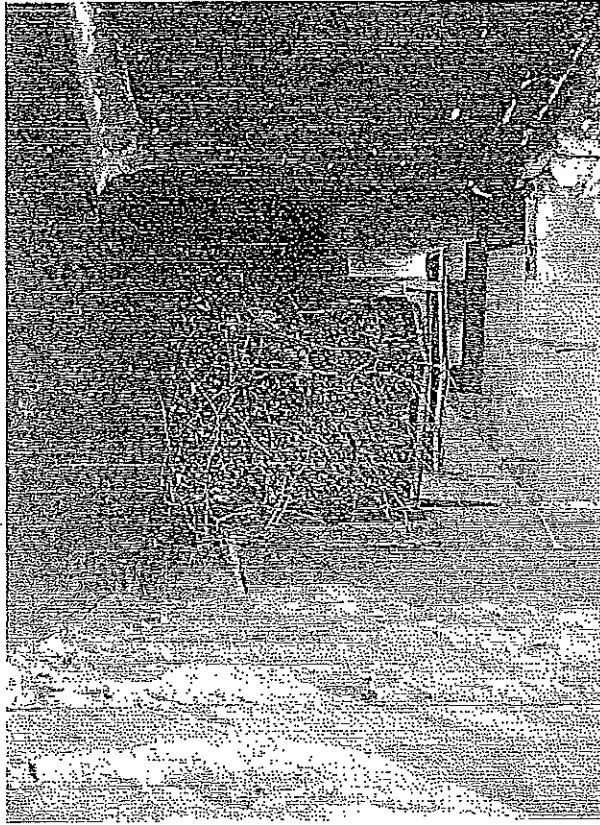
Photograph 17:
Thin prior
repointing effort of
little value.



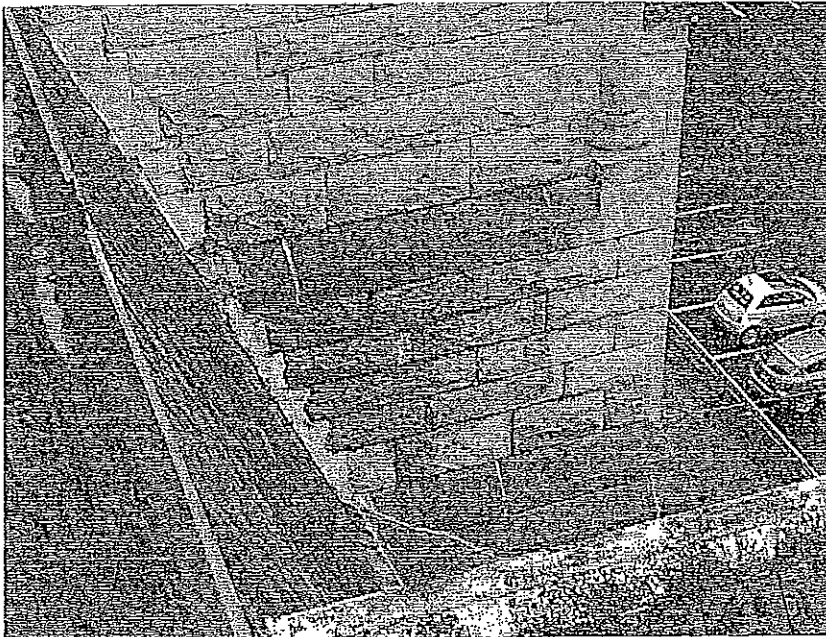
Photograph 18:
Thin layer of past
mortar repointing
done
inappropriately.

Appendix A – Photographs

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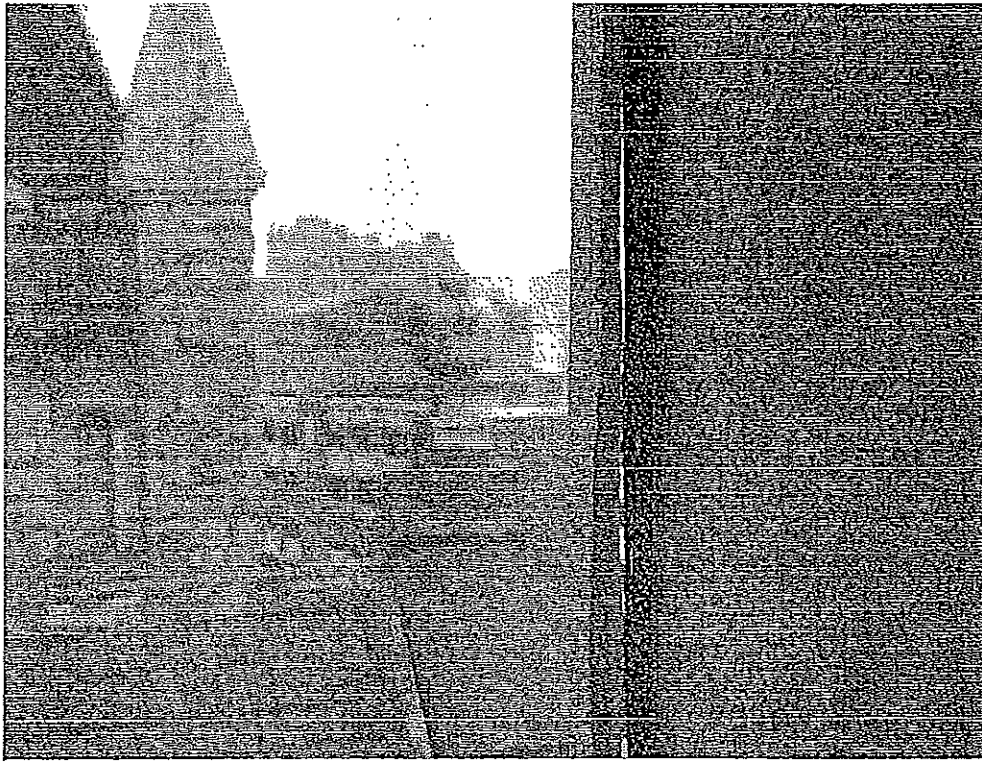
Photograph 19:
Inadequate roof
and drainage area.



Photograph 20:
Poor masonry to
roof flashing
interface

Appendix A – Photographs

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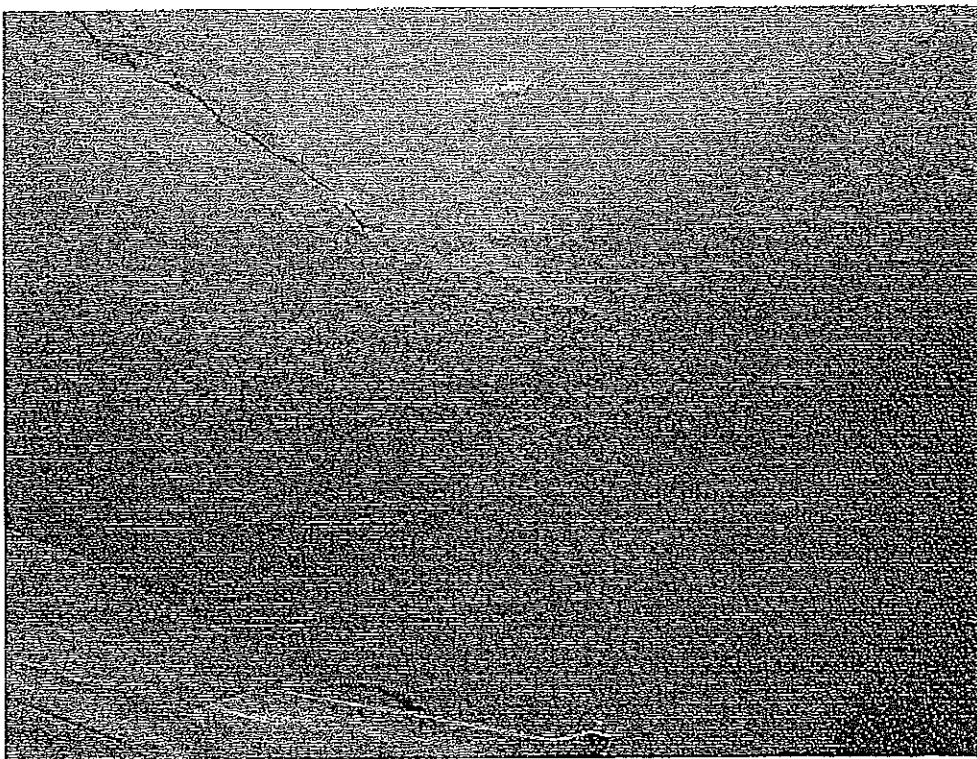
Photograph 21:
Delamination of
stone column.



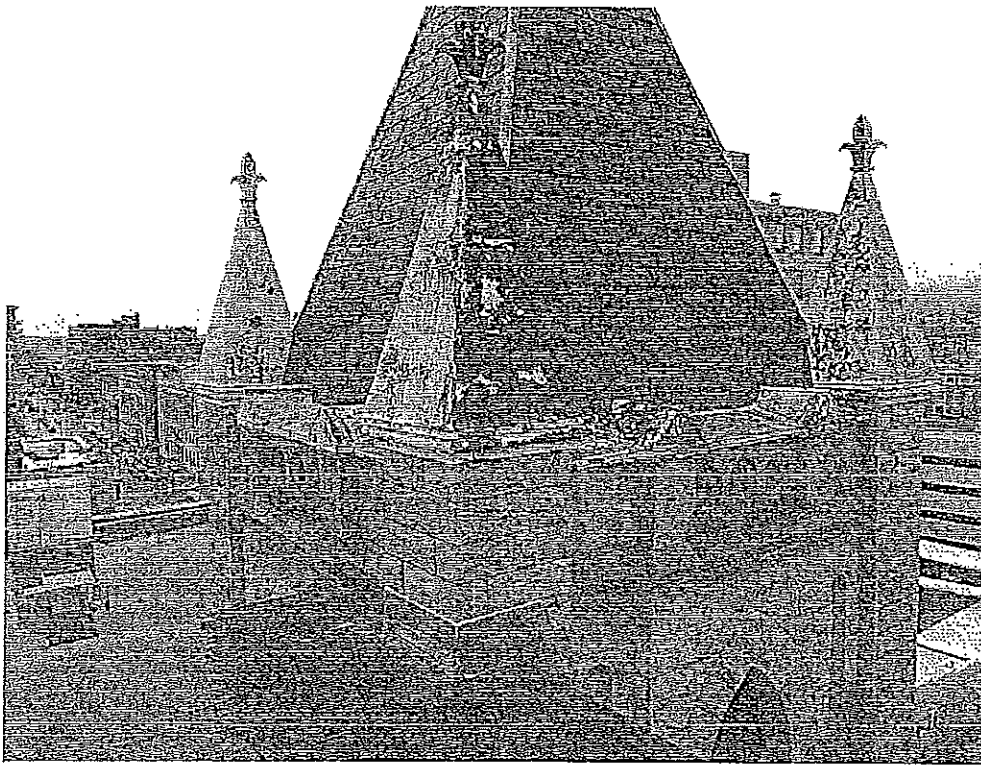
Photograph 22:
Deterioration of
stone chimney



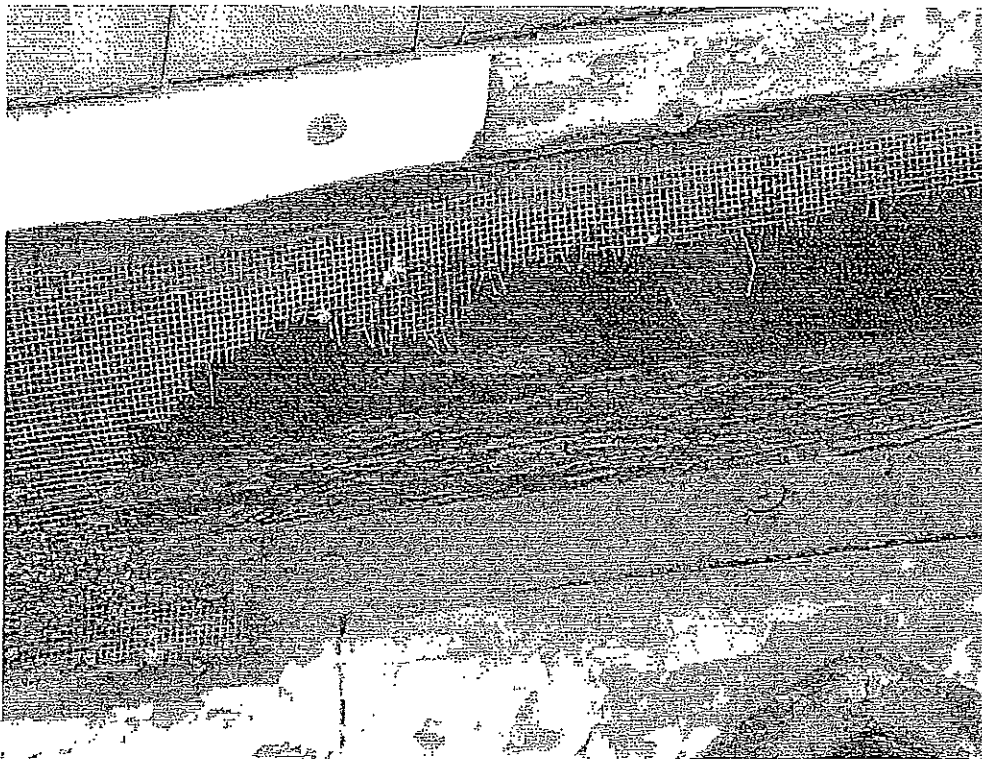
Photograph 23:
Cracked stone
finial base



Photograph 24:
Interior leak
location as result of
roof

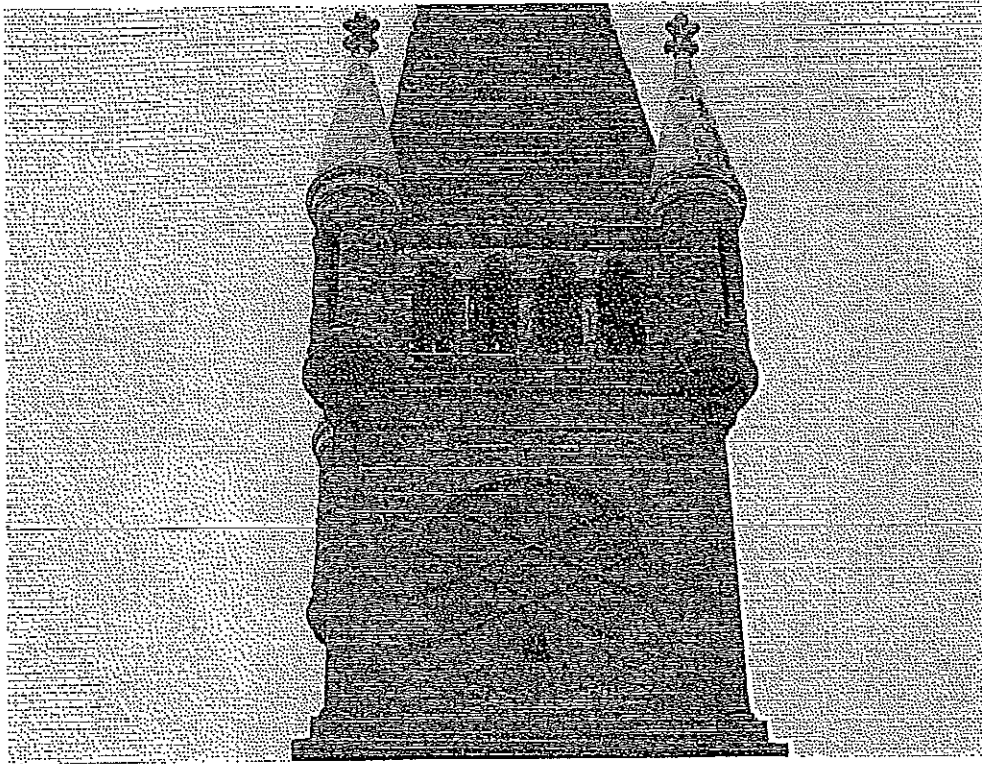


Photograph 25:
Generally poor
condition of wood
and metal work.



Photograph 26:
Bird screen breach
and rotted wood at
base of main tower
spire.





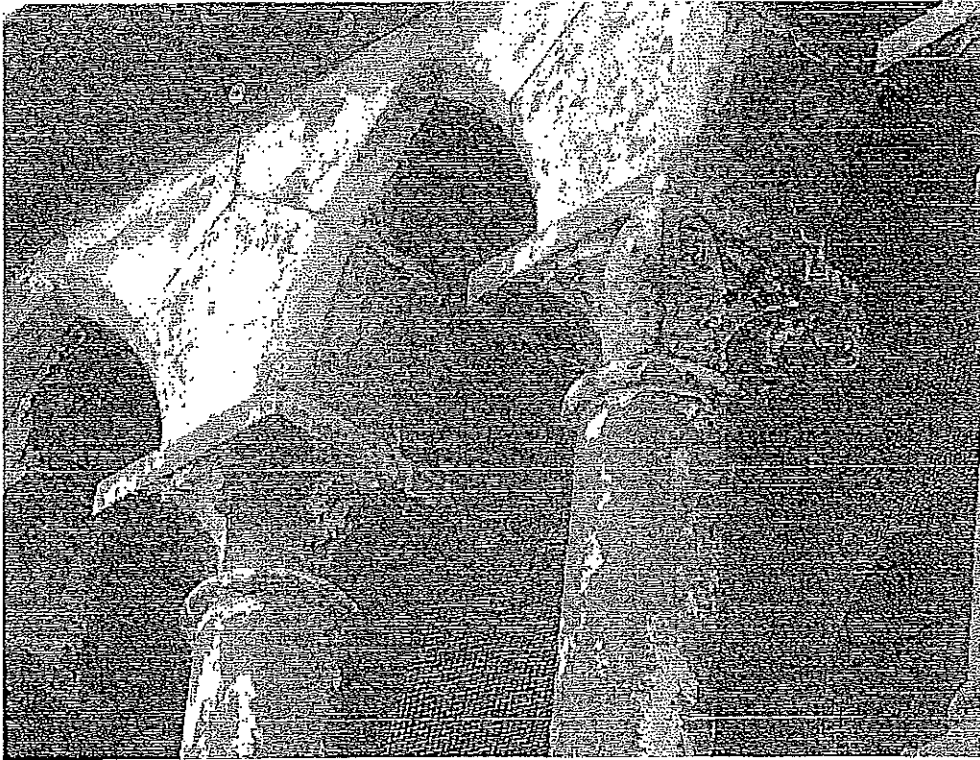
Photograph 27:
Upper main tower
showing
deterioration in
masonry,
metalwork,
windows, and roof.



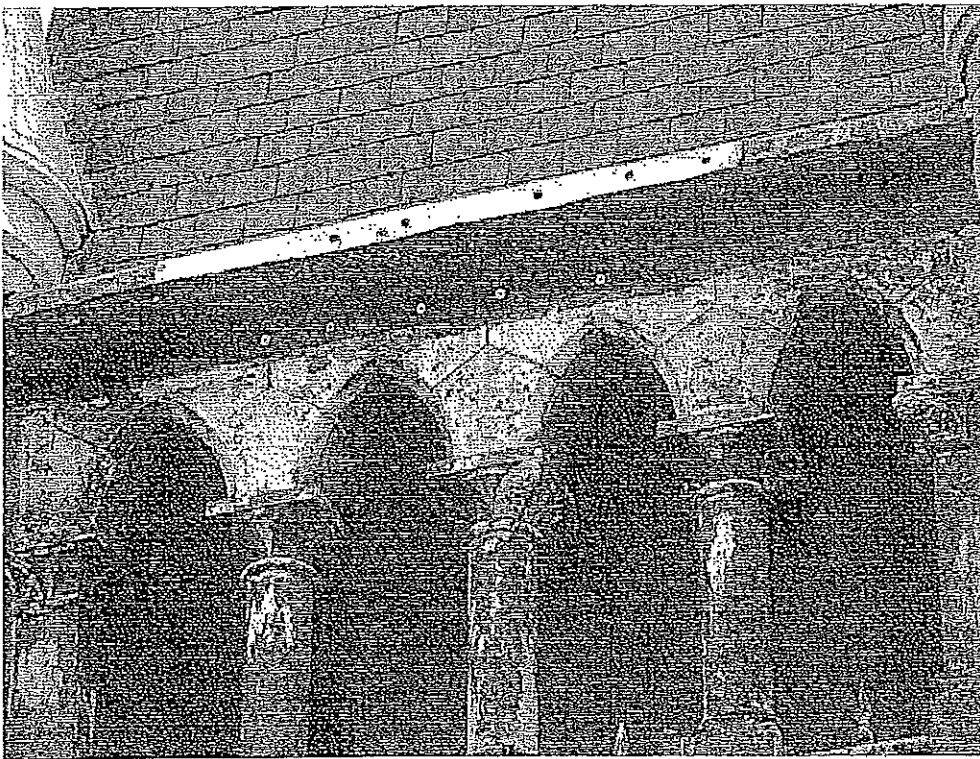
Photograph 28:
Poor condition of
cast iron and metal
work.

Appendix A – Photographs

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Photograph 29:
Cast iron column
failures. Note the
cast iron leaves
that have fallen
from left column
capital.



Photograph 30:
Bird netting failure
and infestation.



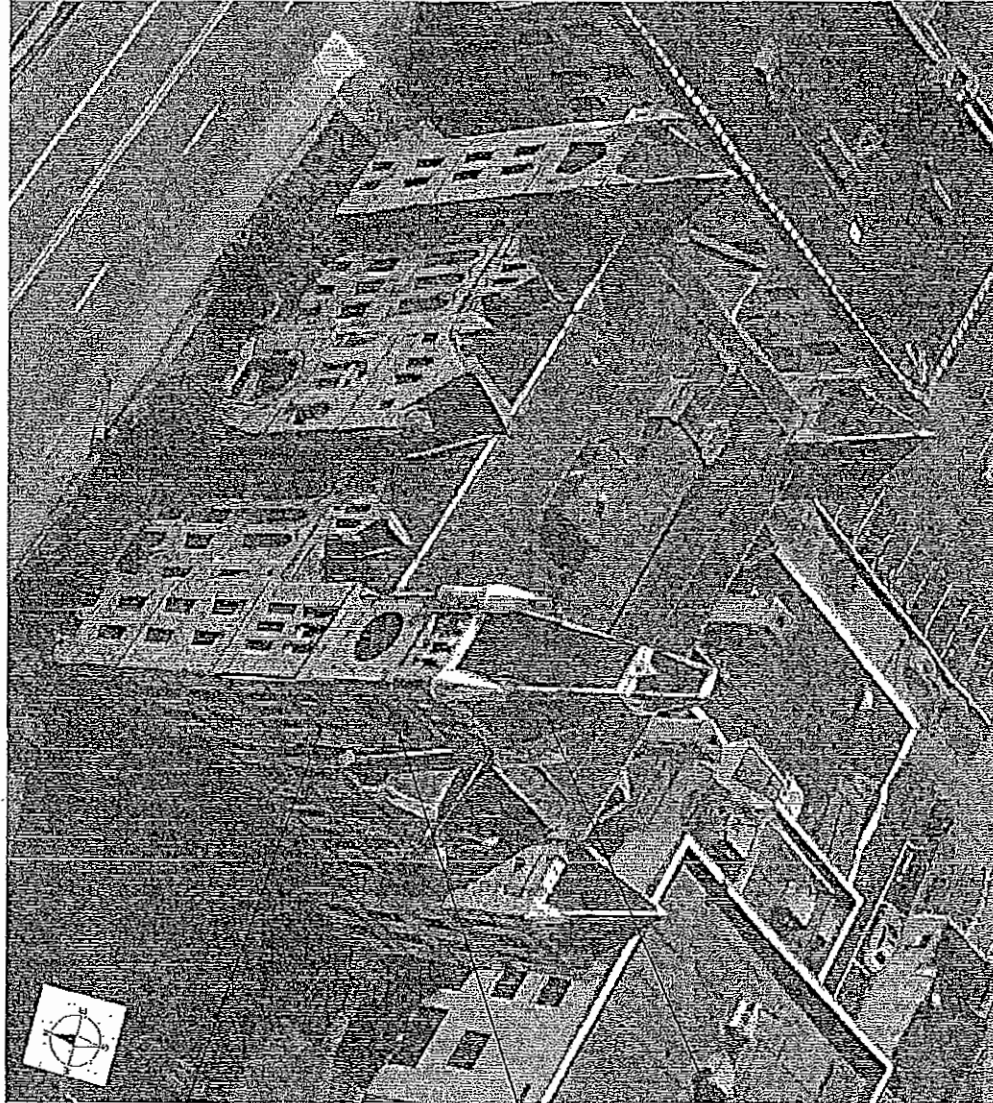


Photograph 31:
Window perimeter
sealant failure
(typical).

APPENDIX B:

Drawings





Accessible open
tower level

Inaccessible tower
levels from here up

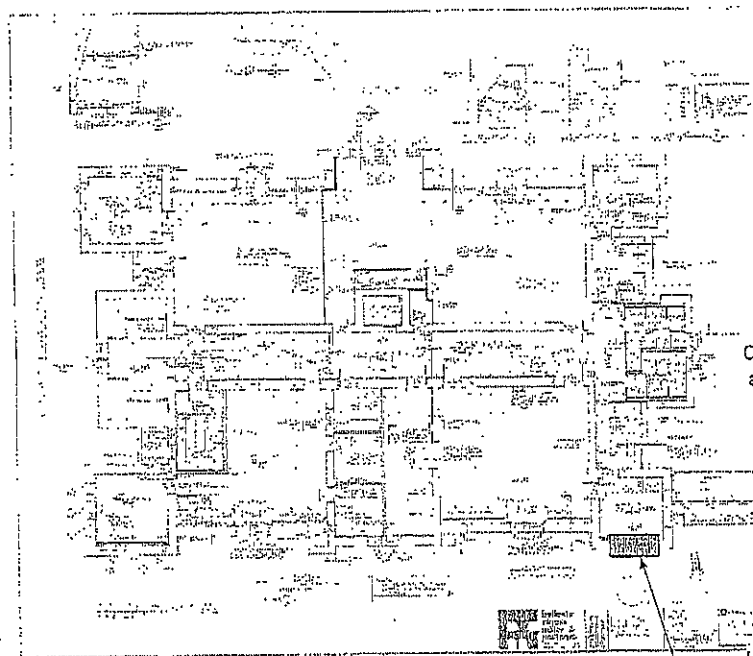
Main tower

DRAWING NO.:
SK - 1

Scranton City Hall
Scranton, PA
Project No.: 201603

Building Overview

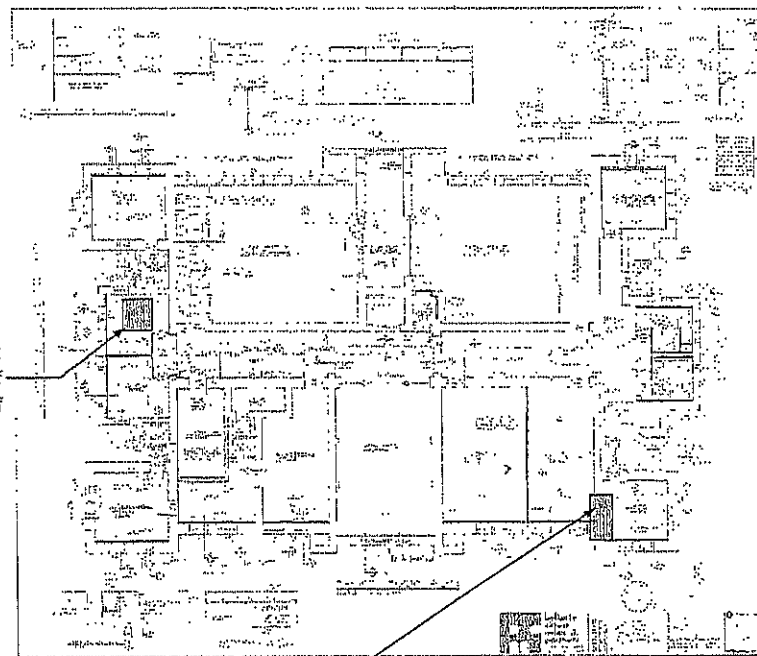




4th Floor

Ceiling leak
as result of
roof

Leak at
interior brick
wall (see
Photo 3)



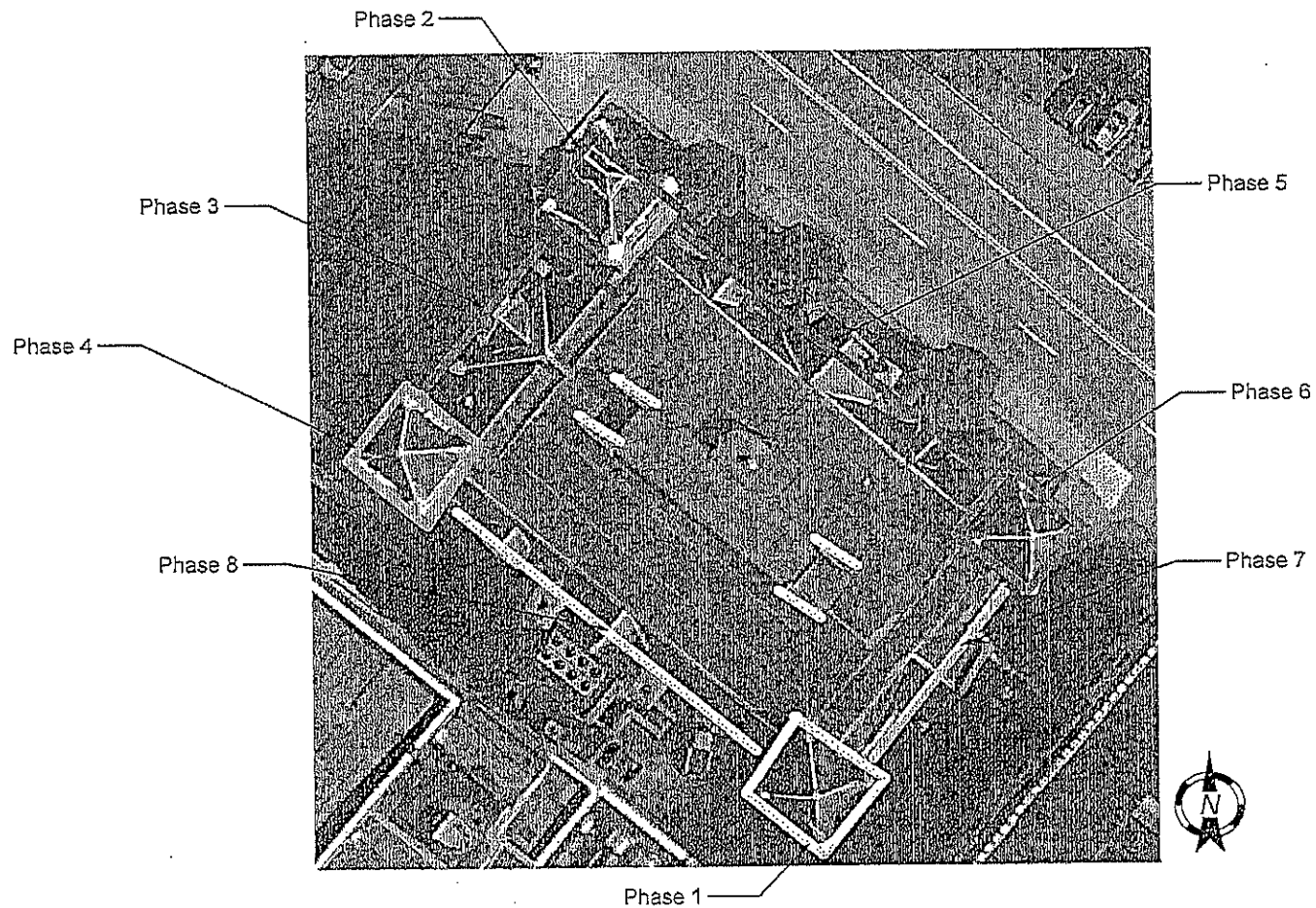
3rd Floor

Moist walls and
plaster (see
Photo 4)

Key



Water infiltration at wall and/or ceiling
Per MPS walk-through and discussion with on-site
maintenance personnel



Proposed phasing plan for masonry work. Roofing and other work would need to be coordinated.



DEPARTMENT OF BUSINESS ADMINISTRATION

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

February 23, 2018

Mrs. Marguerite Perry
Grant Manager
City of Scranton
Police Department Headquarters
100 South Washington Avenue
Scranton PA 18503

Re:

Dear Mrs. Perry,

Please be advised that the City of Scranton will provide matching funds in the amount of \$100,000 to meet the requirements for a Keystone Historic Preservation Grant application in the amount of \$100,000. The matching funds will be generated from the City's general revenue collection and allocated from an established capital improvement fund.

Thank you for your assistance. Please contact me if you have further questions.

Sincerely,

Chris Casciano
Business Administrator
City of Scranton

*Saving Yesterday
for Tomorrow*



LHS

**LACKAWANNA
HISTORICAL
SOCIETY**

The Catlin House 232 Monroe Avenue Scranton, PA 18510 . Phone (570) 344-3841

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2018

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EMERITUS
Richard Bovard

Mary Ann Moran Savakinus
Executive Director

February 28, 2018

Karen Arnold
Pennsylvania Historical and Museum Commission
State Museum Building
300 North Street
Harrisburg, PA 17120

Dear Ms. Arnold:

The Lackawanna Historical Society is pleased to support the city of Scranton's application for funding to support much needed repairs to the upper portion of the south tower of the Scranton Municipal Building. We are excited to know that this will be the first phase of what will be a complete preservation project for the entire structure. The building is one of the city's architectural treasures and is often included on historic walking tours provided by the Society. This project will be shared during future tours to promote the importance of local preservation.

We commend the city for taking the initiative to restore this local landmark and for working to maintain the building's historic integrity. By supporting this endeavor, the Society hopes that the project will encourage local residents to appreciate the many historic buildings that grace our city's downtown and inspire others to support preservation efforts throughout the city.

Therefore we strongly recommend that the PHMC approve the city's Keystone Historic Preservation Grant application for funding. Thank you for all you do to support local history and its preservation.

Sincerely,

Mary Ann Moran Savakinus
Executive Director



February 27, 2018

Ms. Maggie Perry
Grant Manager
City of Scranton
340 North Washington Avenue
Scranton, Pennsylvania 18503

Dear Ms. Perry:

This letter is in support of the City of Scranton's efforts to maintain and restore the venerable Scranton Municipal Building. It is with considerable understanding of the long-standing financial difficulties of the City of Scranton and as a Scranton resident myself that I commend the City of Scranton for recognizing the importance of retaining the city's rich historic architectural legacy for the present and the future. I support the City's reservation of precious funds for reinvestment into the Scranton Municipal Building.

The Scranton Municipal Building, constructed in 1888 and placed on the National Register of Historic Places in 1981, endures as one of the key, public structures that defines Downtown Scranton and that reflects the economic dynamism and artistic quality of the city in the late 19th Century. The structure was built to serve as a symbol of economic and cultural achievement and remains a monument to the power and wealth of Scranton's industrial heyday. It was built on a high and important intersection at the edge of the commercial district and adjoins a cultural district of other significant late 19th and early 20th century structures. It is constructed of the native stone, as was the courthouse, key church structures, and several of the finest houses.

Today, the Scranton Municipal Building still serves the city as the primary, functioning center for government, and the City operates and maintains the building, as best it can. However, the structure has numerous needs and many areas that require costly attention. This request of the Pennsylvania State Historic Preservation Office for \$100,000 as a matching grant represent only a small part of the funds that will have to be reinvested into the structure over the next several years. The money will be used to repair the upper portion of the south tower, an area with extensive water damage, and designated as the most immediate need. The project will be Phase I of what will prove to be a lengthy restoration process. The City has committed to funding and exceeding the match, if the grant is received. Certainly, with the help of the PHMC, all work will be done in accordance with the guidelines established by the Secretary of the Interior.

My firm belief is that the proposed work is both necessary and important. That the City of Scranton needs financial assistance for this work is no question. I humbly request that the SHPO give this grant request serious consideration, and hopefully, approval.

Sincerely,

Richard J. Leonori, AIA

Chair, Scranton Historic Architecture Review Board

Former Member and Chair, Pennsylvania Historic Preservation Board, Pennsylvania Historical and Museum Commission



February 28, 2018

Karen Arnold
Pennsylvania Historical and Museum Commission
State Museum Building
300 North Street
Harrisburg, Pa 17120

RE: Keystone Historic Preservation Construction Grant

Dear Ms. Arnold:

On behalf of Scranton Tomorrow, I am pleased to offer this letter of support regarding the City of Scranton's application for assistance through the Keystone Historic Preservation Construction Grant program. The funding will aide in the much needed historic preservation effort of Scranton's City Hall.

City Hall was constructed in 1888 and was listed in the National Register of Historic Places in 1981. The structure sits proudly along the main artery of the city, serving as a beacon of our historic past and an example of remarkable architecture. It is the goal of the City of Scranton to preserve this historic monument so that it may continue to be the headquarters of City government for many generations to come.

The City's application for \$100,000.00 will be matched by city funds demonstrating their commitment to the project.

Scranton Tomorrow strongly supports this application as an important preservation project of one of our City's finest jewels.

Sincerely,

Leslie Collins
Scranton Tomorrow
Executive Director



DEPARTMENT OF LAW

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

RECEIVED

JUN 18 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

June 15, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SCRANTON THROUGH THE KEYSTONE HISTORIC PRESERVATION GRANT FROM THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS TO ACCEPT THE GRANT FUNDS IN THE AMOUNT OF \$80,000.00 TO BEGIN PRESERVATION WORK ON THE SCRANTON MUNICIPAL BUILDING.

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

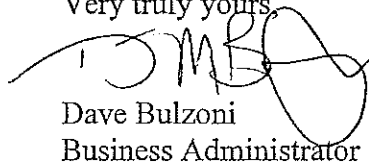
Dear Attorney Eskra:

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.

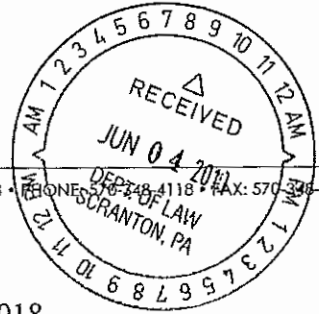
SECTION 2. This Ordinance shall become effective immediately upon approval.

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

50
60
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FILE OF THE COUNCIL NO. 23

2018
AS AMENDED
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

referred to Committee on June 11, 2018

Rules

L. Reed
City Clerk

Scranton, PA
Committee on Rules reports favorably on the
within ordinance

Chairman

SIXTH ORDER:
June 18, 2018

- (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.

Passed by the Council

Receiving the Affirmative votes of Council Persons

Negative

President

Approved

Mayor

City Clerk

Certified Copy

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 on [_____]. 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 is not to be released until Scranton City Council, as a body, concurs on an approved downtown residential monthly parking program; as well as further evaluation and recommendation of the proposed kiosk meter system, thereafter 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.

(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. Except as otherwise provided expressly herein, Concessionaire's obligations under Article 4 of the Original Agreement, including inter alia, Section 4.1, shall remain in full force and effect and Concessionaire shall remain responsible for all future 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: _____

RECEIVED

JUN 14 2018

OFFICE OF CITY
COUNCIL/CITY CLERK



DEPARTMENT OF LAW

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

June 14, 2018

Lori Reed, City Clerk
City Clerk's Office
Municipal Building
340 North Washington Avenue
Scranton, PA 18403

**Re: AMENDING FILE OF THE COUNCIL NO. 37 OF 2016, TO AUTHORIZE THE MAYOR
AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO THE
SECOND AMENDMENT TO CONCESSION AND LEASE AGREEMENT.**

Dear Mrs. Reed.

Enclosed please find Exhibit "A" to the Ordinance introduced on June 11, 2018 entitled "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." which was inadvertently omitted.

Please have City Council make a Motion to incorporate this Exhibit "A." Thank you.

Respectfully,

A handwritten signature in dark ink, appearing to read "Jessica L. Eskra".

Jessica L. Eskra Esquire
City Solicitor

JLE/sl
Enclosure

**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:



DEPARTMENT OF LAW

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

June 4, 2018

RE

JUN 04

OFFICE OF CITY
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

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

Respectfully,

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

JLE/sl

RESOLUTION NO. _____

2018

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



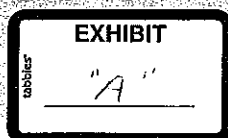
AXON

SCRANTON POLICE DEPT. - PA

AXON SALES REPRESENTATIVE
Ben DeRites

bderites@axon.com

ISSUED
5/22/2018





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 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

- 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

- 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)

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.

End user go live training and support sessions

- Assistance with device set up and configuration.
- Training on device use, Evidence.com and Evidence Sync.

Implementation document packet

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

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:

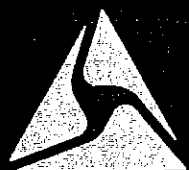
5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

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
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					
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

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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
--------------------	------------------



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:

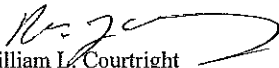
Please be advised that I am appointing Gerald J. Smurl, 300 Prospect Avenue, Scranton, Pa. 18505, as a member of the Scranton Municipal Recreation Authority effective May 31, 2018.

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