

AGENDA
REGULAR MEETING OF COUNCIL
July 9, 2018
12:30 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 SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON REPORT 2018-2017 YEAR TO DATE JUNE 30, 2018.

[Single Tax Office City Funds Distributed Comparison 2018-2017.pdf](#)
 - 3.B SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY COMBINED FINANCIAL STATEMENTS YEAR ENDED DECEMBER 31, 2017 AND INDEPENDENT AUDITORS' REPORT.

[Scranton Lackawanna Health & Welfare Authority Financial Statements 12-31-17.pdf](#)
 - 3.C SCRANTON SEWER AUTHORITY INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED MARCH 31, 2017.

[Scranton Lackawanna sewer authority Independent Auditors' Report year ended march 31, 2017.pdf](#)
 - 3.D TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD JUNE 27, 2018.

[Tax Assessor's Results Report for 6-27-18.pdf](#)

3.E CONTROLLER'S REPORT FOR MONTH ENDING MAY 31, 2018.

[Controller's Report 5-31-18.pdf](#)

4. CITIZENS PARTICIPATION

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

5.A A. MOTIONS

- 5.B FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH ABRAHAMSEN , CONABOY & ABRAHAMSEN, P.C. FOR SPECIAL LABOR COUNSEL LEGAL SERVICES FOR THE CITY OF SCRANTON.

[Resolution 2018 Contract with Abrahamsen, Conaboy & Abrahamsen P.C. special labor legal services.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH LABELLA ASSOCIATES FOR CITY OF SCRANTON GENERAL CONSULTING ENGINEERING SERVICES FOR THE PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2021.

[Resolution 2018 Contract with Labella Associates Aug. 1, 2018 - July 31, 2021.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REUTHER + BOWEN, PC FOR CITY OF SCRANTON LANDSCAPE ARCHITECT/ENGINEERING DESIGN SERVICES – LINDEN STREET GREENSPACE AND POCKET PARK PROJECT.

[Resolution 2018 Contract with Reuther + Bowen landscape for Linden Street Park Project.pdf](#)

- 5.E FOR INTRODUCTION - A RESOLUTION - RE-APPOINTING SHAWN WALSH, 2821 CEDAR AVE., SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. WALSH'S TERM EXPIRED ON JULY 1, 2018 AND HIS NEW TERM WILL EXPIRE ON JULY 1, 2023.

[Resolution 2018 Re-Appointment of Shawn Walsh Board of Zoning Appeals.pdf](#)

- 5.F FOR INTRODUCTION - A RESOLUTION - APPOINTMENT OF PAUL MARCKS, 724 GIBBONS STREET, SCRANTON, PENNSYLVANIA, 18505 AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. MARCKS WILL REPLACE ALAN O'NEILL WHOSE TERM EXPIRED ON JULY 1, 2018. MR. MARCKS' TERM WILL COMMENCE ON JULY 2, 2018 AND EXPIRE ON JULY 1, 2023.

[Resolution 2018 Appointment of Paul Marcks Board of Zoning Appeals.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 25 , 2018 - AN ORDINANCE - CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229634 ENTITLED "POLICE GRANTS" FOR RECEIVING FUNDS FROM MULTIPLE SHORT TERM OR PASS THROUGH POLICE GRANT SOURCES THAT REQUIRE FUND ACCOUNTS SEPARATE FROM THE GENERAL FUND.
[Ordinance 2018 Special Account No. 02.229634 Police Grants.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - FILE OF THE COUNCIL NO. 24, 2018 - 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](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - RESOLUTION NO. 57, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF TWO MILLION (\$2,000,000.00) DOLLARS; ACCEPTING AND DISBURSING THE GRANT AND COORDINATE THE USE OF THE GRANT FUNDS WITH "SCRANTON-CHERRY, LP", FOR THE PROJECT TO BE NAMED THE "SCRANTON COUNSELING CENTER".

[Resolution 2018 Grant For RACP two million dollars for scranton counseling center.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 58, 2018 - APPOINTMENT OF STEPHANIE L. BRESSLER, PH.D, 1402 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE FEBRUARY 27, 2018. DR. BRESSLER WILL BE REPLACING LISA STANVITCH WHO RESIGNED ON SEPTEMBER 18, 2017. DR. BRESSLER WILL FILL THE UNEXPIRED TERM OF LISA STANVITCH WHICH IS SCHEDULED TO EXPIRE ON SEPTEMBER 23, 2018.

[Resolution 2018 Appointment of Stephanie Bressler to Human Relations Commission.pdf](#)

8. ADJOURNMENT

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

	<u>YTD</u> <u>6/30/2017</u>	<u>YTD</u> <u>6/30/2018</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Pct.</u>
Real Estate	\$25,248,573.63	\$25,787,292.26	\$538,718.63	2.1%
Delinquent Real Estate	\$989,843.74	\$1,062,040.20	\$72,196.46	7.3%
LST/EMS	\$2,548,982.80	\$2,467,799.88	(\$81,182.92)	-3.2%
Bus Priv/Merc	\$1,888,783.85	\$2,227,661.48	\$338,877.63	17.9%
	\$30,676,184.02	\$31,544,793.82	\$868,609.80	

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SCRANTON LACKAWANNA
HEALTH AND WELFARE AUTHORITY

COMBINED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2017

AND

INDEPENDENT AUDITORS' REPORT

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY

DECEMBER 31, 2017

MEMBERS:

Vincent O'Bell	Chairman
William R. Lazor	Vice Chairman
Gerald Preschutti	2 nd Vice Chairman
David W. Phaneuf	Treasurer
Jerry Weinberger, Esq.	Secretary
Victor Giambrone	Assistant Treasurer
John Granahan	Assistant Secretary
Joseph DeAntona	
Frank Pazzaglia	
Timothy Farrell	
Gary Cicerini	
William Boyle	

TRUSTEE:

Various – See Separate Reports

ADMINISTRATOR:

Albert J. Magnotta, Jr.

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY

FOR THE YEAR ENDED DECEMBER 31, 2017

COMBINED FINANCIAL STATEMENTS

FUNDS IN CUSTODY OF AUTHORITY TREASURER

2000 PROMISSORY NOTE DATED SEPTEMBER 14, 2000
(ALLIED HEALTH CARE SERVICES)

HEALTH CARE FACILITY REVENUE BOND – SERIES 2004
(JEWISH HOME OF EASTERN PENNSYLVANIA PROJECT)

HEALTH CARE FACILITY REVENUE BOND – SERIES 2005
(ELAN GARDENS PROJECT)

REVENUE NOTE – SERIES 2008
(LACKAWANNA JUNIOR COLLEGE)

REVENUE NOTE – SERIES 2011
(THE WRIGHT CENTER MEDICAL GROUP, P.C.)

REVENUE NOTES A & B – SERIES 2013
(ST. MARY'S VILLA NURSING HOME, INC.)

REVENUE NOTE – SERIES 2014
(MARYWOOD UNIVERSITY)

REVENUE NOTE – SERIES 2015
(ALLIED HEALTH CARE SERVICES)

UNIVERSITY REVENUE BONDS – SERIES 2016
(UNIVERSITY OF SCRANTON PROJECT)

REVENUE BONDS – SERIES 2016 A, B, C AND D
(COMMUNITY DEVELOPMENT PROPERTIES, SCRANTON, INC. /
SCRANTON PARKING SYSTEM CONCESSION PROJECT)

UNIVERSITY REVENUE BONDS – 2016
(MARYWOOD UNIVERSITY PROJECT)

REVENUE NOTE – SERIES 2017
(ALLIED HEALTH CARE SERVICES)

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED REPORT

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INDEPENDENT AUDITORS' REPORT

To The Members of the Board of the
Scranton Lackawanna Health and
Welfare Authority

Report on the Financial Statements

We have audited the accompanying Statement of Assets, Liabilities and Equity – Modified Cash Basis and Statement of Cash Receipts and Disbursements – Modified Cash Basis of the Funds in Custody of the Authority Treasurer and Trustees, of the Scranton Lackawanna Health and Welfare Authority, a component unit of Lackawanna County, as of and for the year then ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the Authority's financial statements as listed in the table of contents.

We have also audited the following accompanying modified cash basis financial statements of the Scranton Lackawanna Health and Welfare Authority's Individual Issues:

2000 Promissory Note dated September 14, 2000 (Allied Health Care Services)
Health Care Facility Revenue Bond – Series 2004 (Jewish Home of Eastern Pennsylvania Project)
Health Care Facility Revenue Bond – Series 2005 (Elan Garden Project)
Revenue Note – Series 2008 (Lackawanna Junior College)
Revenue Note – Series 2011 (The Wright Center Medical Group, P.C. Project)
Revenue Notes A & B – Series 2013 (St. Mary's Villa Nursing Home, Inc. Project)
Revenue Note – Series 2014 (Marywood University)
Revenue Note – Series 2015 (Allied Health Care Services)
University Revenue Bonds – Series 2016 (University of Scranton Project)
Revenue Bonds – Series 2016 A, B, C and D (Community Development Properties, Scranton, Inc. /
Scranton Parking System Concession Project)
University Revenue Bonds – Series 2016 (Marywood University Project)
Revenue Note – Series 2017 (Allied Health Care Services)

as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements for the Funds in Custody of the Authority Treasurer and Trustees in accordance with modified cash basis of accounting; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Management is responsible for the preparation and fair presentation of the individual issues' financial statements in accordance with the modified cash basis of accounting described in Note 2; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the financial statements of the Funds in Custody of the Authority Treasurer based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Our responsibility is to express an opinion on the modified cash basis financial statements listed in the second paragraph based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the modified cash basis financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the Statement of Assets, Liabilities and Equity – Modified Cash Basis and Statement of Cash Receipts and Disbursements – Modified Cash Basis of the Funds in Custody of the Authority Treasurer, of the Scranton Lackawanna Health and Welfare Authority as of December 31, 2017, and for the year then ended in conformity with modified cash basis method of accounting.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective assets, liabilities and equity – modified cash basis of funds listed in the second paragraph as of December 31, 2017, and the respective cash receipts and disbursements – modified cash basis for all funds listed in the second paragraph for the year then ended, in accordance with the modified cash basis of accounting as described in Note 2.

Basis of Accounting

We draw attention to Note 2 of the financial statements which describes the basis of accounting. These financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than the accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

The purpose of this presentation is to combine the separate reports for the Funds in Custody of the Authority Treasurer and for the individual issues listed in the second paragraph for use in completion of the Authority's annual Department of Community and Economic Development Report. All explanations, reservations and comments set forth in the aforementioned reports pertain also to this presentation. Users of this report should refer to the separate reports of the issues listed above in the first and second paragraphs for detailed footnote disclosures and other explanatory information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 15, 2018 on our consideration of the Scranton Lackawanna Health and Welfare Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of the testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Scranton Lackawanna Health and Welfare Authority's internal control over financial reporting and compliance.

Michael A. Benetto, LLC

Dunmore, Pennsylvania
May 15, 2018

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED FINANCIAL STATEMENTS

STATEMENT OF ASSETS, LIABILITIES AND EQUITY - MODIFIED CASH BASIS
DECEMBER 31, 2017

ASSETS

Funds in Custody of Authority Treasurer:

Cash on Deposit	\$ 18,967	
Investments	<u>1,472,235</u>	\$ 1,491,202

Funds in Custody of Trustees:

The Bank of New York Trust Company:	
University Revenue Bonds - Series of 2016	1

U.S. Bank National Association:	
Scranton Parking System Concession Project	
Bonds - Series of 2016 A, B, C and D	3,642,185

Wells Fargo Bank, National Association:	
University Revenue Bonds - Series of 2016	<u>4,305,566</u> 7,947,752

Future Rental Receivable	135,358,875
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Property, Plant and Equipment:

Leasehold Interest - Jewish Home of Eastern Pennsylvania (2004 Series)	1
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Leasehold Interest - Elan Gardens (2005 Series)	1
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Leasehold Interest - Wright Center Medical Group (2011 Series)	1
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Leasehold Interest - St. Mary's Villa Nursing Home (2013 Series)	1
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Leasehold Interest - Marywood University (2014 Series)	1
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The accompanying notes are an integral part of the financial statements.

(Continued)

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED FINANCIAL STATEMENTS

STATEMENT OF ASSETS, LIABILITIES AND EQUITY - MODIFIED CASH BASIS
DECEMBER 31, 2017

ASSETS

Property, Plant and Equipment: (Continued)	
Leasehold Interest - Allied Health Care Services (2015 Series)	1
Leasehold Interest - University of Scranton (2016 Series)	1
Leasehold Interest - Community Development Properties, Scranton, Inc. / Parking System Concession Project (2016 Series A, B, C and D)	1
Leasehold Interest - Marywood University (2016 Series)	1
Leasehold Interest - Allied Health Care Services (2017 Series)	<u>1</u>
TOTAL ASSETS	<u>\$ 144,797,839</u>

The accompanying notes are an integral part of the financial statements.

(Continued)

SCRANTON LACKAWANNA HEALTH AND WELFARE AUTHORITY
COMBINED FINANCIAL STATEMENTS

STATEMENT OF ASSETS, LIABILITIES AND EQUITY - MODIFIED CASH BASIS
DECEMBER 31, 2017

LIABILITIES AND EQUITY

Bonded Indebtedness:

Series of 2016 Bonds - University of Scranton	\$25,460,000	
Series of 2016 A, B, C and D Bonds - Community Development Properties, Scranton, Inc. / Scranton Parking System Concession Project	38,286,671	
Series of 2016 Bonds - Marywood University	<u>51,915,000</u>	\$ 115,661,671

Notes and Mortgages Payable:

Healthcare Facility Revenue Bond Dated 2004	656,124	
Healthcare Facility Revenue Bond Dated 2005	942,895	
Revenue Note Dated 2011	2,094,347	
Revenue Note A Dated 2013	1,594,245	
Revenue Note B Dated 2013	243,965	
Revenue Note Dated 2014	9,095,509	
Revenue Note Dated 2015	892,565	
Revenue Note Dated 2017	<u>4,177,554</u>	19,697,204

Funds Allocated:

Funds in Custody of Trustee:

University Revenue Bonds - Series of 2016	1	
Scranton Parking System Concession Project		
Bonds - Series of 2016 A, B, C and D	3,642,185	
University Revenue Bonds - Series of 2016	<u>4,305,566</u>	7,947,752

Funds in Custody of Authority Treasurer	1,490,106
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The accompanying notes are an integral part of the financial statements.

(Continued)

**THE SEWER AUTHORITY OF THE CITY OF SCRANTON
A COMPONENT UNIT OF THE CITY OF SCRANTON
INDEPENDENT AUDITORS' REPORT
MARCH 31, 2017**

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THE SEWER AUTHORITY OF THE CITY OF SCRANTON
INDEX TO FINANCIAL STATEMENTS, SUPPLEMENTAL SCHEDULES,
AND OTHER REPORTS REQUIRED BY GOVERNMENT AUDITING STANDARDS
YEAR ENDED MARCH 31, 2017

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CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITORS' REPORT

June 28, 2018

To the Board of Directors
The Sewer Authority of the City of Scranton
Scranton, Pennsylvania

Report on the Financial Statements

We have audited the accompanying financial statements of The Sewer Authority of Scranton, a component unit of the City of Scranton, as of and for the year ended March 31, 2017, and related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of The Sewer Authority of the City of Scranton, a component unit of the City of Scranton, as of March 31, 2017, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of Employer's Required Contributions to Multiple-Employer Defined Benefit Pension Plan for the Period January 1, 2007 through March 31, 2017 on page 30 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the financial statements is not affected by this missing information.

Other Information

In connection with our audit, nothing came to our attention that caused us to believe that the Authority was not in compliance with the provisions of the Trust Indenture between The Sewer Authority of the City of Scranton, Pennsylvania and Fidelity Deposit and Discount Bank insofar as they relate to accounting and auditing matters. It should be noted, however, that our audit was not directed primarily toward obtaining knowledge of such noncompliance.

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise The Sewer Authority of the City of Scranton's basic financial statements. The supplementary information on Pages 31 and 32, as listed in the table of contents, are presented for purposes of additional analysis and are not required part of the basic financial statements.

Other Information (Continued)

The supplementary information on pages 31 and 32, as listed in the table of contents, is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information on pages 31 and 32, as listed in the table of contents, are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 28, 2018, on our consideration of The Sewer Authority of the City of Scranton's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Sewer Authority of the City of Scranton's internal control over financial reporting and compliance.

Robert Rossi

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
STATEMENT OF NET POSITION
MARCH 31, 2017

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 2,433,814
Accounts Receivable, Net of Allowance for Doubtful Accounts of \$3,306,743	<u>113,440</u>

TOTAL CURRENT ASSETS \$ 2,547,254

NONCURRENT ASSETS

Restricted Assets - See Schedule II	
Cash and Cash Equivalents	<u>\$ 16,998,252</u>
Total Restricted Assets	\$ 16,998,252

Capital Assets	
Property, Plant and Equipment, Net	<u>7,387</u>

TOTAL NONCURRENT ASSETS 17,005,639

TOTAL ASSETS \$ 19,552,893

"See accompanying notes and independent auditors' report"

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
STATEMENT OF NET POSITION
MARCH 31, 2017

LIABILITIES

CURRENT LIABILITIES

Accounts Payable	\$ 1,823,064
Accrued Payroll and Payroll Taxes	<u>175</u>

TOTAL CURRENT LIABILITIES	<u>\$ 1,823,239</u>
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TOTAL LIABILITIES	<u>\$ 1,823,239</u>
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NET POSITION

Invested in Capital Assets, Net of Related Debt	\$ 7,387
Restricted for Escrow Agreements	16,998,252
Unrestricted	<u>724,015</u>

TOTAL NET POSITION	<u>\$ 17,729,654</u>
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"See accompanying notes and independent auditors' report"

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED MARCH 31, 2017

OPERATING REVENUES

Sewer Rental Charges, including penalties and interest, net of credit adjustments	\$ 16,036,692
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TOTAL OPERATING REVENUES	\$ 16,036,692
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OPERATING EXPENSES

Sewer Plant and Sewer System - Schedule III	\$ 8,415,278
Administrative and General - Schedule III	3,502,243
Depreciation Expense	<u>2,771,214</u>

TOTAL OPERATING EXPENSES	\$ 14,688,735
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OPERATING INCOME	\$ 1,347,957
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NON OPERATING REVENUES (EXPENSES)

Investment Revenues	\$ 36,805
Interest Expense	(1,544,250)
Amortization of Bond Insurance Cost	(20,846)
Loss on Debt Defeasance	(5,875,321)
Professional Fees - Sale Transaction Costs	(2,753,725)
Gain on Sale of Assets - System Sale	57,416,777
Gain on Capital Asset Sales	16,550
Union Pension Withdrawal Liability Payment	(2,782,313)
Operating Transfers	(86,362,635)
Amortization of Bond Premium	533
Other Revenue	<u>105,343</u>

TOTAL NON-OPERATING REVENUES (EXPENSES)	<u>(41,763,082)</u>
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CHANGE IN NET POSITION	\$ (40,415,125)
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NET POSITION, BEGINNING OF YEAR	<u>58,144,779</u>
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NET POSITION, END OF YEAR	<u>\$ 17,729,654</u>
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"See accompanying notes and independent auditors' report"

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED MARCH 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES:

Cash Received from Customers	\$ 15,819,511	
Cash Payments to Suppliers for Goods and Services	(6,580,590)	
Cash Payments to Employees for Services	<u>(6,567,197)</u>	
Net Cash Flows Provided by Operating Activities		\$ 2,671,724

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:

Other Revenue Received	\$ 105,343	
Professional Fees - Sale Transaction Costs	<u>(3,562,078)</u>	
Net Cash Flows Used In Noncapital Financing Activities		(3,456,735)

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:

Payment of Debt	\$ (18,924,692)	
Payment of Interest	(2,210,697)	
Proceeds from Loans Payable Pennvest	3,545,723	
Borrowings on Line of Credit	3,950,599	
Payment on Line of Credit	(3,950,599)	
Union Pension Withdrawal Liability Payment	(2,782,313)	
Operating Transfers	(86,362,635)	
Payment to Escrow for Refunding Debt - Principal	(41,540,000)	
Payment to Escrow for Refunding Debt - Interest	(7,882,295)	
Funds Received from Bond Trustee - Bond Defeasance	3,212,674	
Proceeds from Sale of Capital Assets	16,550	
Proceeds from Sale of Sewer System	156,351,493	
Cash Transferred at Closing to PAWC	(4,985,275)	
Payment of Closing Costs on Sale of Sewer System	(1,114,006)	
Purchase and Construction of Capital Assets	<u>(13,468,154)</u>	
Net Cash Flows Used for Capital and Related Financing Activities		(16,143,627)

CASH FLOWS FROM INVESTING ACTIVITIES:

Proceeds from Maturity of Investments	\$ 3,853,045	
Receipt of Interest	<u>37,445</u>	
Net Cash Flows Provided by Investing Activities		<u>3,890,490</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS \$ (13,038,148)

CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR 32,470,214

CASH AND CASH EQUIVALENTS, END OF YEAR \$ 19,432,066

RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS

FROM OPERATING ACTIVITIES:

Operating Income	\$ 1,347,957	
Depreciation	2,771,214	
Bad Debt Expense	606,743	
Increase in Accounts Receivable	(217,180)	
Decrease in Other Current Assets	309,312	
(Decrease) in Accounts Payable	(1,206,406)	
(Decrease) in Accrued Payroll and Payroll Taxes	(181,280)	
(Decrease) in Compensated Absences	<u>(758,636)</u>	
		<u>\$ 2,671,724</u>

"See accompanying notes and independent auditors' report"

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED MARCH 31, 2017

NON-CASH CAPITAL AND RELATED FINANCING ACTIVITIES:

Non-Cash Financing - Bond Premium Amortization	\$ 533
Non-Cash Financing - Loss on Defeasance - Unamortized Bond Premium	\$ 13,455
Non-Cash Financing - Bond Insurance Cost Amortization	\$ (20,846)
Non-Cash Financing - Loss on Defeasance - Unamortized Bond Insurance Cost	\$ (439,371)
Non-Cash Financing - Bond Discount Accretion	\$ (9,141)
Non-Cash Financing - Loss on Defeasance - Unaccreted Bond Discount	\$ (339,494)
Non-Cash Financing - Loss on Debt Extinguishment Amortization	\$ (20,407)
Non-Cash Financing - Loss on Defeasance - Unamortized Loss on Debt Extinguishment	\$ (440,292)
Non-Cash Financing - Pennvest Loan Assumed by PAWC	\$ (6,285,976)

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 1 - Summary of Significant Accounting Policies

Organization: The Sewer Authority of the City of Scranton (the Authority) is a body corporate and politic organized under the Pennsylvania Municipalities Act of 1945, P.C. 382, as amended and supplemented. By a Certificate of Joinder dated August 17, 1966, the Borough of Dunmore became an Authority member.

On July 14, 1971, the City of Scranton appointed the Authority to be its agent in the operation of the sewer system. The terms of this service agreement continues for a one-year period and automatically extends itself on a year-to-year basis until one of the parties thereto gives notice of its intent to cancel 30 days prior to the termination of any yearly period.

On March 28, 2016, the Authority's Board of Directors adopted a resolution approving the sale of substantially all of the Authority's assets to Pennsylvania American Water Company ("PAWC") pursuant to the terms of the Asset Purchase Agreement entered into between the two parties. The sale transaction was completed on December 29, 2016. The Asset Purchase Agreement is more fully described in Note 2.

The Sewer Authority of the City of Scranton, Pennsylvania, has determined that it is a component unit of the City of Scranton since the City guaranteed the Authority's loans with the Pennsylvania Infrastructure Investment Authority (PENNVEST); therefore, the Authority is included in the reporting entity of the City of Scranton.

Reporting Entity: The reporting entity has been defined in accordance with the criteria established in GASB Statement No. 39, "Determining Whether Organizations are Component Units. The specific criteria used is as follows: a) financial interdependency; b) selection of governing authority; c) designation of management; d) ability to significantly influence operations; e) accountability for fiscal matters; f) scope of public service; and g) special financing relationships. As defined, there are no other related organizations, which should be included in the financial statements.

Basis of Accounting: The Sewer Authority of the City of Scranton uses the accrual basis of accounting. The Authority's revenues are recognized when earned and expenses are recognized when the obligation is incurred. The Authority applies the financial reporting guidance of GASB Statement No. 62, "Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements" which has incorporated all GASB pronouncements as well as the Financial Accounting Standards Board pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements.

Basis of Presentation: The fund category used by the Authority is the proprietary fund. Proprietary category funds are used to account for and report those governmental activities that are designed to be self-supporting from fees charged to consumers of the funds, goods and services or where the governing board has decided that the periodic determination of revenues, expenses, and net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 1 - Summary of Significant Accounting Policies (Continued)

The accounting and financial reporting practices of proprietary funds are similar to those used for business enterprises and focus on capital maintenance and the flow of economic resources.

Proprietary fund statements provide both long-term and short-term financial information which is similar to the information reported by a business-type entity. Net position is segregated into invested in capital assets, net of related debt; restricted for escrow agreements; and unrestricted components. Net position is increased by revenues and decreased by expenses.

Two fund types are included in the proprietary fund category: enterprise and internal service funds. The Authority uses the enterprise fund type.

Enterprise funds account for operations that provide goods or services to the general public on a continuing basis. Such operations are financed and operated in a manner similar to private businesses and are intended to be self-supporting through charges to users.

Measurement Focus: The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The proprietary funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of each fund are included on the Statement of Net Position. Proprietary fund type operating statements present increases (i.e., revenues) and decreases (i.e., expenses) in net total position.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds are charges to customers for sewer system services. Operating expenses for enterprise funds include the costs of sewer system services, administrative expenses, and other costs of running the activity. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Use of Estimates: The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 1 - Summary of Significant Accounting Policies (Continued)

Allowance for Doubtful Accounts: The Authority's policy for providing for uncollectible accounts is to charge current year earnings for accounts receivable considered currently uncollectible based on the historical collection experience of the Authority and collection percentages applicable to public utilities.

The major portion of the Authority's accounts is considered to be uncollectible as these customer accounts, delinquent over one-year, were not purchased by PAWC. The Authority retained these customer accounts as part of the sales transaction. The Authority, as an operation of law, maintains the ability to convert its past due accounts into municipal claims through legal liens which were filed against the customer's property prior to December 29, 2016.

Investments: All of the Authority's investments are classified as held-to-maturity.

Property, Plant and Equipment: Property, plant and equipment are stated at cost. Normal maintenance and repairs are charged to expense as incurred; major renewals and extraordinary repairs, which extend the useful life of an asset, are capitalized. Depreciation is provided using the straight-line method based on the following estimated useful lives:

	<u>Useful Life</u>
Land	Not Applicable
Sewer Treatment Plant	40 years
Land Improvements	10 years
Operating Equipment	10 years
Vehicles	3-6 years
Extraordinary Repairs:	
Sewer System	20 years
Equipment	5 years

Impairment of Long-Lived Assets: Management reviews long-lived assets held and used by the Authority for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability would be performed.

Compensated Absences: It is the Authority's policy to permit employees to accumulate vacation and sick days which will be paid to employees upon separation from the Authority's service. These amounts had been required to be paid by the Authority as a condition of the Asset Purchase Agreement described in Note 2.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 1 - Summary of Significant Accounting Policies (Continued)

Statements of Cash Flows: For purposes of the Statements of Cash Flows, the Authority considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents.

Cash and cash equivalents, at March 31, 2017 were as follows:

Unrestricted	\$ 2,433,814
Restricted	<u>16,998,252</u>
Total Cash and Cash Equivalents	<u>\$19,432,066</u>

Interest paid by the Authority for the year ended March 31, 2017, amounted to \$2,210,697. Of this amount, \$39,829 was capitalized as construction-in-progress.

Accounting for Authority Bond Issues: In September 2007, the Authority issued Sewer Revenue Bonds in the amount of \$16,810,000, with a final maturity of December 2036, with interest costs varying from 3.70% to 5.00%. These bonds were fully defeased and paid off through early redemption on December 1, 2015.

Other bond issues are as follows:

June 2011 bond issue of \$29,475,000, maturing December 2035
November 2014 bond issue of \$10,000,000 maturing December 2036
April 2015 bond issue of \$7,985,000 maturing December 2032

The June 2011 bond issues are subject to the provision of a Trust Indenture dated as of September 2, 2007, as supplemented by a First Supplemental Indenture dated June 1, 2011. The 2014 and 2015 bond issues are subject to the Trust Indenture dated June 1, 2011 and a Second and Third Supplemental Indenture dated November 1, 2014 and April 22, 2015, respectively. All Trust Indentures are between the Authority and Fidelity Deposit Discount Bank ("Trustee") as successor trustee.

With the closing of the sale of the Authority's assets on December 29, 2016 described in Note 2, funds were transferred and combined with existing funds maintained by the Trustee pursuant to the Trust Indentures and utilized to pay down the remaining interest and principal payments through December 1, 2021, as described in Note 6.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 1 - Summary of Significant Accounting Policies (Continued)

In accordance with GASB Statement No. 23, *"Accounting and Reporting for Refunding of Debt by Proprietary Activities"*, the excess of the reacquisition price over the net carrying amount of debt refunded with proceeds from the Series 2014 and Series 2015 Bonds had been recorded as a deferred loss on extinguishment of debt. The deferred loss was being amortized using a method that approximates the effective interest method over the originally scheduled maturity date of the debt. With the complete refunding of all debt on December 29, 2016, the unamortized balance of the deferred loss was accounted for in the loss on debt defeasance in the Statement of Revenues, Expenses and Changes in Net Position.

Bond Insurance costs were being amortized over the terms of the respective bonds using the straight-line method. Bond premiums were being amortized over the terms of the respective bonds using a method that approximates the effective interest method. With the complete refunding of all bonds on December 29, 2016, the unamortized balance was accounted for in the loss on debt defeasance in the Statement of Revenues, Expenses and Changes in Net Position.

Income Taxes: As a municipal authority the Authority is not subject to income taxes.

Net Position: Net position represents the difference between assets and deferred outflow of resources and deferred inflows of resources, and liabilities. Net position invested in capital assets, net of related debt, consists of capital assets, net of accumulated depreciation, reduced by outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net position invested in capital assets, net of related debt excludes unspent debt proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the Authority or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position* and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities* had been adopted by the Authority. These statements incorporate deferred outflows of resources and deferred inflows of resources, as defined by GASB Concepts Statement No. 4, into the definitions of the required components of the residual measure of net position, formerly net assets. The Statement of Net Position reports the following components: assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position, when applicable. At March 31, 2017 there were no deferred outflows of resources, and no deferred inflows of resources.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 1 - Summary of Significant Accounting Policies (Continued)

GASB No. 78, *Pensions Provided Through Certain Multiple-Employer Defined Benefit Pension Plans* had been adopted by the Authority. GASB No. 78 amended the guidance of GASB No. 68, *Accounting and Financial Reporting for Pensions*, which first became effective during the Authority's fiscal year ending March 31, 2016. The GASB No. 78 amendment, has thereby excluded from the GASB No. 68 guidance, those pensions plans provided to state or local government employees through a cost-sharing multiple-employer defined benefit pension meeting the following criteria. The plan is (1) not a state or local government pension plan; (2) used to provide pensions to both employees of state or local government employers and to employers that are not state or local governments; and, (3) has no predominant (individually or collectively) state or local government employer.

Note 2 – Asset Purchase Agreement, Indemnity Escrow Fund and Indemnity Escrow Agreement

On March 28, 2016, the Authority entered into an Asset Purchase Agreement ("Agreement"), which was amended and restated on October 28, 2016 with PAWC for its acquisition of the Sewer Collection System and Wastewater treatment operations ("System"), including substantially all of the authority's business assets, other than Excluded Assets as stipulated by the Agreement. The transaction closed on December 29, 2016. The agreement provides that the Authority will sell to PAWC, free and clear of all liens, exclusive of permitted liens, all of the Authorities right, title and interest in and to all assets, properties, business, goodwill and rights, of every kind and description, tangible or intangible, real, personal or mixed, wherever situated, in each case used in, held for use in, or acquired or developed for use in its System, or otherwise related to, or arising out of, the operation or conduct of the System.

As part of the Excluded Assets, the Authority would retain the rights and title to all of its Storm Water System assets. Historical cost and net book value information for these retained Storm Water Sewer System assets is not available. The Authority has deemed it impractical to identify, value and reflect these retained Storm Water System assets in the accompanying Statement of Net Position.

Under the terms of the Agreement, the Base purchase price is \$195,000,000, reduced by the pay-off, defeasance and/or assignment of the outstanding Sewer Revenue Bonds and Sewer Loan Indebtedness; increased or decreased by cash and cash equivalents in excess of / or below the Closing Cash balance of \$38,340,626, as determined in accordance with the Agreement; reduced for certain assets as determined by PAWC or the Authority, that may be retained by the Authority or donated to the City of Scranton. Sales proceeds were decreased by any debt that PAWC determined it would assume. Pursuant to the terms of the sale certain funds were escrowed and restricted as to their use for specified period. As part of the closing, \$3,180,434 of funds were escrowed for the payment of the Central Pennsylvania Teamster Defined Benefit Plan Union Pension withdrawal liability, as described in Note 10. The final amount determined as due and payable was \$2,782,313, which was recorded as pension expense and included in the operating costs for the year ended March 31, 2017. This liability was paid during February, 2017, with the net remaining funds held in escrow being returned to the Authority.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 2 - Asset Purchase Agreement, Indemnity Escrow Fund and Indemnity Escrow Agreement
(Continued)

Gain on Sale of the Authority

The calculation of the gain on the sale of the authority assets is as follows:

Contract purchase Price	\$195,000,000
Purchase price adjustment	<u>(32,903,014)</u>
Net purchase price	162,096,986

Costs incurred as part of sale:

Closing costs Section 3.04 adjustment	\$ (540,482)	
Land Services USA	659,176	
Warranty Insurance	499,575	
Gain Post UBS Lockdown	<u>(44,745)</u>	573,524

Basis in assets transferred:

Wastewater system assets	\$ 92,386,939	
Assets donated to City of Scranton	380,025	
Transferred accounts receivable	6,146,994	
Inventory	179,547	
Deposits	27,905	
Cash transferred	<u>4,985,275</u>	<u>104,106,685</u>

Gain on sale of authority assets	<u>\$ 57,416,777</u>
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Pursuant to the sales agreement the Authority was responsible to obtain all easements related to parts of its system which were not recorded with the recorder of deeds to allow for access to all parts of the system in event of the need for repair. Prior to closing the Authority was unable to obtain all the necessary easements. Related to the easement matter there was a class action lawsuit filed against the Authority in the Court of Common Pleas, Lackawanna County, captioned as Hadley, et al v. Scranton Sewer Authority, Case No. 2016-06261 ("Class Action Litigation").

To facilitate and allow the parties to close the transaction while continuing to try to resolve the easement matters, as well as to provide security to the buyer to ensure the Authority's Representations and Warranties as part of the agreement it was agreed that two escrow accounts would be established.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 2 - Asset Purchase Agreement, Indemnity Escrow Fund and Indemnity Escrow Agreement
(Continued)

Essential Easement Fund: The Essential Easement Fund of Twelve Million Dollars (\$12,000,000) was deposited with First National Community Bank ("FNCB"). The Authority, PAWC and FNCB executed an Escrow Agreement which governs the types of disbursements allowable, the forms that need to be filed to request funds withdrawals and the procedures that will govern in the event of disagreement or dispute.

Indemnification Obligation Fund and Escrow: The second escrow agreement, the Indemnification Obligation Fund of Five Million Dollars (\$5,000,000) was deposited with Delaware Trust Company ("DTC"). The Authority, PAWC and DTC executed an Escrow Agreement which governs the types of disbursements allowable, the forms that need to be filed to request funds withdrawals, and the procedures that will govern in the event of disagreement or dispute.

The Authority is solely responsible and may not utilize any funds from this escrow to obtain any easements from the Authority, the City of Scranton, the Borough of Dunmore or any governmental Authority (including school districts, redevelopment authorities or housing authorities).

The primary purpose of this fund is to indemnify PAWC, its employees, officers, directors, trustees and agents from any and all damages resulting from misrepresentations made by the Authority as part of the Asset Purchase Agreement, and any other related agreement, breaches or nonfulfillment of any covenants by the Authority, or to the extent PAWC incurs any liabilities which were not previously disclosed to it as part of the sales transaction.

Restricted Assets: Due to the restrictions that are placed on the abovementioned escrow funds, the Authority has determined that the proper accounting for these funds will be as restricted assets until such time as they become available to the Authority through the operations of their respective Escrow Agreement.

Note 3 - Demand and Escrow Deposits

Custodial Credit Risk – Demand Deposits: At March 31, 2017, the bank balance of the Authority's cash deposits with a local area financial institution was \$2,482,777 compared to a carrying amount of \$2,433,814. The total bank balance that was secured by Federal Depository Insurance was \$250,000; and \$2,232,777 of the remaining bank balance was covered by securities pledged by the financial institution for such funds, but not in the Authority's name. The Authority does not have a deposit policy for custodial credit risk.

Credit Risk: Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. In accordance with the Escrow Agreements, any restricted assets held by the Trustee can be invested as detailed in the Agreements. Unrestricted funds are invested at management's discretion.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 3 - Demand and Escrow Deposits (Continued)

Interest Rate Risk: Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. The longer the maturity an investment has, the greater its fair value has sensitivity to changes in market interest rates. The Authority does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Concentration of Credit Risk: The Authority's has restricted funds which are maintained under escrow agreements with FNCB and DTC of twelve million (\$12,000,000) and five million (\$5,000,000) dollars, respectively. Pursuant to the escrow agreements these funds may be invested in BlackRock T-Fund Cash Management Shares or any other investments at the direction by the Authority and PAWC, if those investments are acceptable to the escrow agent. BlackRock T-Fund Cash management Shares have an average Credit Quality Rating of AAAm (Standard & Poor's) / Aaa-mf (Moody's).

Note 4 - Capital Assets

A summary of changes in the capital assets is as follows:

	Balance 3/31/2016	Additions	Deletions	Balance 3/31/2017
Land (Not Depreciated)	\$ 130,029	\$ 0	\$ 130,029	\$ 0
Construction in Progress (Not Depreciated)	13,582,943	8,940,393	22,523,336	0
Sewage Treatment Plant and Related Facilities	147,653,552	4,312,477	151,966,029	0
Improvement	602,430	1,650	604,080	0
Operating Equipment	<u>5,763,487</u>	<u>559,912</u>	<u>6,315,889</u>	<u>7,510</u>
Total Historical Costs	<u>\$ 167,732,441</u>	<u>\$ 13,814,432</u>	<u>\$ 181,539,363</u>	<u>\$ 7,510</u>
LESS: Accumulated Depreciation:				
Sewage Treatment Plant and Related Facilities	\$ 82,373,549	\$ 2,230,175	\$ 84,603,724	\$ 0
Improvement	256,649	30,416	287,065	0
Operating Equipment	<u>3,371,109</u>	<u>510,623</u>	<u>3,881,609</u>	<u>123</u>
Total Accumulated Depreciation	<u>\$ 86,001,307</u>	<u>\$ 2,771,214</u>	<u>\$ 88,772,398</u>	<u>\$ 123</u>
Capital Assets, Net	<u>\$ 81,731,134</u>	<u>\$ 11,043,218</u>	<u>\$ 92,766,965</u>	<u>\$ 7,387</u>

Depreciation expense for the year ended March 31, 2017 amounted to \$2,771,214.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 5 - Long-Term Debt

The changes in long-term obligations payable during the year ended March 31, 2017 are as follows:

	Balance 3/31/2016	Additions	(Amortization) / Accretion	Repayments / Assumption	Balance 3/31/2017
Fidelity Sewer Revenue Bonds Payable Series of 2011A	\$ 18,295,000	\$ 0	\$ 0	\$ 18,295,000	\$ 0
Fidelity Sewer Revenue Bonds Payable Series of 2011B	6,130,000	0	0	6,130,000	0
Fidelity Sewer Revenue Bonds Payable Series of 2014	9,800,546	0	5,213	9,805,759	0
Fidelity Sewer Revenue Bonds Payable Series of 2015	7,835,821	0	3,928	7,839,749	0
Pennvest Promissory Note #71192	1,968,854	0	0	1,968,854	0
Pennvest Promissory Note #71162	2,175,195	0	0	2,175,195	0
Pennvest Promissory Note #71281	1,207,786	0	0	1,207,786	0
Pennvest Promissory Note #27682	2,160,855	0	0	2,160,855	0
Pennvest Promissory Note #79906	2,827,067	0	0	2,827,067	0
Pennvest Promissory Note #71375	7,714,934	0	0	7,714,934	0
Pennvest Promissory Note #27881	2,740,252	3,545,723	0	6,285,975	0
TOTAL	<u>\$ 62,856,310</u>	<u>\$ 3,545,723</u>	<u>\$ 9,141</u>	<u>\$ 66,411,174</u>	<u>\$ 0</u>

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 6 - Revenue Bonds Payable – Loss on Defeasance

Pursuant to the Asset Purchase Agreement entered between the Authority and PAWC all outstanding obligations of the Authority were required to be repaid or redeemed using proceeds existing in the various trust accounts established under the indentures for which the bonds were issued. In accordance with the Trust Indentures for each of the outstanding Bonds Payable, the Authority issued a Notice of Defeasance to Fidelity Deposit and Discount Bank ("Fidelity") who is the Trustee for each of the outstanding bond issues.

Concurrent with the closing of the Agreement of sale the Authority, The Authority entered into an Escrow Agreement with Fidelity Bank to act as the Escrow Agent for the payment of interest and the early redemption of each of the outstanding bond issues. Fidelity, as Trustee, transferred \$20,485,110 in cash balances held in the various trust accounts relating to each of the outstanding bond issues. As part of the closing, proceeds from the sale were set aside and transferred to Fidelity in the amount of \$28,937,185 to account for the total Gross Escrow Requirement of \$49,422,295.

Series A of 2011

On June 10, 2011, the Authority issued \$21,340,000 of Series A of 2011 Sewer Revenue Bonds. The Bonds have a final maturity date of December 2035 and bear interest at rates between 1.28% to 6.3%. The proceeds from this issue were primarily used to fund various capital improvement projects.

Optional Redemption: The Series A of 2011 Bonds maturing on or after December 1, 2022 are subject to redemption prior to maturity, at the option of the Authority in any order of maturity either as a whole, or in part, at any time on or after December 1, 2021, and if in part, by lot within a maturity, at a redemption price equal to 100% of the principal amount, together with accrued interest to the date fixed for redemption.

Refunding requirements until the optional redemption date are as follows:

Series A of 2011

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Required</u>
06/01/2017	\$ 0	\$ 450,606	\$ 450,606
12/01/2017	395,000	450,606	845,606
06/01/2018	0	442,706	442,706
12/01/2018	410,000	442,707	852,707
06/01/2019	0	435,787	435,787
12/01/2019	425,000	435,788	860,788
06/01/2020	0	427,287	427,287
12/01/2020	440,000	427,288	867,288
06/01/2021	0	416,287	416,287
12/01/2021	<u>16,240,000</u>	<u>416,288</u>	<u>16,656,288</u>
	<u>\$ 17,910,000</u>	<u>\$ 4,345,350</u>	<u>\$ 22,255,350</u>

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 6 - Revenue Bonds Payable -- Loss on Defeasance (Continued)

Series B of 2011

On June 10, 2011, the Authority issued \$8,135,000 of Series B of 2011 Federally Taxable Sewer Revenue Bonds. The Bonds have a final maturity date of December 2035 and bear interest at rates between 1.28% to 6.3%. The proceeds from this issue were primarily used to fund various capital improvement projects.

Optional Redemption: The 2011 B Series Bonds maturing on or after December 1, 2025 are subject to redemption prior to maturity, at the option of the Authority in any order of maturity either as a whole, or in part, at any time on or after December 1, 2021, at a redemption price equal to 100% of the principal amount, together with accrued interest to the date fixed for redemption.

Refunding requirements until the optional redemption date are as follows:

Series B of 2011

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Required</u>
06/01/2017	\$ 0	\$ 163,345	\$ 163,345
12/01/2017	505,000	163,346	668,346
06/01/2018	0	152,084	152,084
12/01/2018	530,000	152,084	682,084
06/01/2019	0	139,284	139,284
12/01/2019	555,000	139,285	694,285
06/01/2020	0	124,771	124,771
12/01/2020	580,000	124,771	704,771
06/01/2021	0	108,386	108,386
12/01/2021	<u>3,475,000</u>	<u>108,387</u>	<u>3,583,387</u>
	<u>\$ 5,645,000</u>	<u>\$ 1,375,743</u>	<u>\$ 7,020,743</u>

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 6 - Revenue Bonds Payable – Loss on Defeasance (Continued)

Series of 2014

On November 18, 2014, the Authority issued \$10,000,000 of Series 2014 Sewer Revenue Bonds. The Bonds have a final maturity of December 1, 2036 with interest costs varying from 3.25% to 3.75%. The Bond issuance, net of original issue discount of \$208,955 was used to advance refund \$9,285,000 of the Authority's outstanding Series 2007 Revenue Bonds. Unamortized bond issue discount as of December 29, 2016 was written off and included in the loss on bond defeasance.

Optional Redemption: The Series of 2014 Bonds are subject to redemption prior to maturity at the option of the Authority in any order of maturity either as a whole, or in part, at any time on or after June 1, 2020, and, if in part, by lot within a maturity, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption.

Refunding requirements until the optional redemption date are as follows:

Series of 2014

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Required</u>
06/01/2017	\$ 0	\$ 182,556	\$ 182,556
12/01/2017	0	182,556	182,556
06/01/2018	0	182,556	182,556
12/01/2018	0	182,557	182,557
06/01/2019	0	182,556	182,556
12/01/2019	0	182,556	182,556
06/01/2020	<u>10,000,000</u>	<u>182,557</u>	<u>10,182,557</u>
	<u>\$ 10,000,000</u>	<u>\$ 1,277,894</u>	<u>\$ 11,277,894</u>

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 6 - Revenue Bonds Payable – Loss on Defeasance (Continued)

Series of 2015

On April 22, 2015, the Authority issued \$7,985,000 of Series 2015 Sewer Revenue Bonds. The Bonds mature on December 1, 2032 with interest costs varying from 2.625% to 3.4%. The Bond issuance, net of original issue discount of \$157,110 was used to advance refund \$7,315,000 of the Authority's outstanding Series 2007 Revenue Bonds. Unamortized bond issue discount as of December 29, 2016 was written off and included in the loss on bond defeasance.

Optional Redemption: The 2015 Bonds stated to mature on or after December 1, 2025 are subject to redemption prior to maturity at the option of the Authority in any order of maturity either as a whole, or in part, at any time on or after June 1, 2020, and, if in part, by lot within a maturity, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption.

Refunding requirements until the optional redemption date are as follows:

Series of 2015

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Required</u>
06/01/2017	\$ 0	\$ 126,187	\$ 126,187
12/01/2017	0	126,187	126,187
06/01/2018	0	126,186	126,186
12/01/2018	0	126,187	126,187
06/01/2019	0	126,187	126,187
12/01/2019	0	126,187	126,187
06/01/2020	<u>7,985,000</u>	<u>126,187</u>	<u>8,111,187</u>
	<u>\$ 7,985,000</u>	<u>\$ 883,308</u>	<u>\$ 8,868,308</u>

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 7 - Conduit Debt Obligation

On December 22, 2004, the Authority issued a Guaranteed Lease Revenue Note in the amount of \$4,000,000 to finance the cost of a project on behalf of the City of Scranton. The note was due December 15, 2016 and had an interest rate of 5.99%. In connection with the issuance, the Authority and the City entered into a sale agreement and a lease agreement. Through these agreements, the City sold property to the Authority, which in turn leased the property back to the City, with payments due in amounts sufficient to pay the debt service on the note.

Under the terms of the note and the agreements, the Authority was a conduit issuer. The Authority had no obligation beyond the resources provided by the sublease agreement. The sublease agreement constitutes a general obligation of the City of Scranton and the full faith and credit and taxing power of the City of Scranton was pledged to the payment of all amounts due under the sublease. The sublease agreement expired on December 15, 2016. The notes were not general obligations of the Authority and the Authority had no taxing power. Due to the nature of the transaction, the Authority is not required to record the obligation for the Notes or the related lease receivable in its financial statements. During January, 2017, this agreement was discharged through a resolution of the Authority's governing Board of Directors.

Note 8 - Capital Improvement Program

During the year ended March 31, 2000 a capital improvement program was adopted in the amount of \$25,000,000. The program consists of two phases. Phase I was budgeted at \$10,261,000 and was primarily for improvements at the treatment plant. Funding for the program is from the Pennsylvania Infrastructure Investment Authority (PENNVEST). The first application filed was for \$5,045,157 (\$4,879,765 as modified) and the loan closed in March 2002. The loan was secured by the gross revenues of the Authority and the guarantee of the City of Scranton. Interest only was payable on advances until July 1, 2003, when monthly principal and interest payments were due up to and including January 2023. Interest was 1.522% for the first 5 months and 3.045% thereafter. Legal fees relating to obtaining the financing amounted to \$44,338. Construction was completed for this phase in July 2003, and the final disbursement on this loan was received June 2004 in the amount of \$86,866. The outstanding \$1,772,203 loan balance, plus accrued interest of \$4,347 was repaid from the proceeds of the Authority's sale on December 29, 2016.

The second PENNVEST application was for \$4,947,000 and the loan closed in October 2002. The security was the same as above. Interest only was payable on advances until August 1, 2004, when monthly principal and interest payments were due up to and including July 1, 2024. Interest was 1.387% for the first 81 months and 2.774% thereafter. Construction was completed for this phase at March 31, 2007, and the final disbursement of \$12,150 was received May 2007. The outstanding \$1,999,340 loan balance, plus accrued interest of \$4,467 was repaid from the proceeds of the Authority's sale on December 29, 2016.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 8 - Capital Improvement Program (Continued)

The third PENNVEST loan closed in December 2003, in the amount of \$2,806,264. The security was the same as above. Interest only was payable on advances until February 1, 2005, when monthly principal and interest payments were due up to and including January 1, 2025. Interest was 1.387% for the first 73 months and 2.774% thereafter. The outstanding \$1,116,329 loan balance, plus accrued interest of \$2,495 was repaid from the proceeds of the Authority's sale on December 29, 2016.

In December 2004, the Authority closed on a fourth loan in the amount of \$3,690,127. The security was the same as above. Monthly principal and interest payments began June 2007 and payments were due up to and including May 2027. Interest was 1.942% for the first 60 months and 3.052% thereafter. Construction was completed for this phase in April 2007, and the final disbursement of \$151,815 was received November 2007. The outstanding \$2,037,621 loan balance, plus accrued interest of \$5,010 was repaid from the proceeds of the Authority's sale on December 29, 2016.

In November 2007, the Authority closed on a fifth loan in the amount of \$4,329,181. The security was the same as above. Monthly principal and interest payments began May 1, 2009 and payments were up to and including April 2029. Interest was 1.214% for the first 60 months and 2.428% thereafter. Construction was completed for this phase in March 2011. The outstanding \$2,677,727 loan balance, plus accrued interest of \$5,237 was repaid from the proceeds of the Authority's sale on December 29, 2016.

In March 2012, the Authority closed on a PENNVEST loan in the amount of \$11,256,361. The proceeds to be utilized primarily for Wastewater Treatment Plant Improvements. The loan was secured by the gross revenues of the Sewer Authority of the City of Scranton. Interest only was payable on advances for 36 months at a rate of 1%. Interest was 1.51% thereafter, when monthly principal and interest payments were due for another 204 months. The outstanding \$7,305,527 loan balance, plus accrued interest of \$5,885 was repaid from the proceeds of the Authority's sale on December 29, 2016.

In November 2015, the Authority closed on a PENNVEST loan in the amount of \$9,095,489. The proceeds of this loan were to be utilized to fund Long-term Control Plan construction costs for the Authority's CSO #19 and #20 Outfall detention basin project. The loan was secured by the gross revenues of the Sewer Authority of the City of Scranton. Interest rate is 1%. Interest only was payable on advances for the first 19 months during construction, with monthly payments of \$41,830 required thereafter, including principal and interest. Maturity July 2023. The Authority borrowed \$6,285,976 under this PENNVEST loan commitment during the period April 1, 2016 to the December 29, 2016 Sale of the Authority. PAWC assumed this debt obligation at such date, which was reflected as a reduction of the sale proceeds due to the Authority.

The PENNVEST loans are federally and state funded and therefore subject to various compliance requirements.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 9 – Lines of Credit

In October 2015, the Authority obtained a \$4,000,000 Line of Credit from an area financial institution to provide interim financing for its PENNVEST CSO #19 and #20 Outfall detention basin project. Interest was payable monthly at a variable rate equal to 70% of the prime rate. Security for the Line of Credit was all receipts and accounts receivable. The Line of Credit's stated maturity was September 2020. The outstanding \$706,698 loan balance, plus accrued interest of \$407 was repaid from the proceeds of the Authority's sale on December 29, 2016. The Line of Credit was closed on such date.

The Authority maintained an open Line of Credit agreement with an area financial institution dated July 13, 2006, subject to annual renewal at the option of the bank. The \$2,000,000 Line of Credit was to be used for general working capital of the Authority. Interest was payable monthly at a variable rate equal to National Prime, but never less than a floor of 4%. Security for the Line of Credit was all receipts and accounts receivable, inventories, general intangibles, instruments and contract rights. The Line of Credit expired in October 2016. There was no activity under this Line of Credit agreement for the year ended March 31, 2017.

Note 10 - Retirement Plans

Multi-Employer Defined Benefit Pension Plan: The Authority, under the terms of its collective bargaining agreement, contributed to the Central Pennsylvania Teamsters Pension Fund, a cost-sharing multiple-employer defined benefit pension plan meeting the specific criteria of GASB No. 78 as indicated in Note 1. The plan is administered by the board of trustees of the Central Pennsylvania Teamsters Defined Benefit Plan ("Plan"). The Plan's annual report is made publicly accessible through its web-page at www.CentralPaTeamsters.com, or by contacting Joseph J. Samolewicz, Administrator, Central Pennsylvania Teamsters Pension Fund.

With the closing of the Asset Purchase Agreement PAWC employed all eligible employees of the Authority. Due to the fact the plan was underfunded in accordance with plan documents, the Fund assessed the Authority its portion of the unfunded liability which was \$2,782,313. This Union Pension Withdrawal liability was paid during February, 2017 from an Escrow account established at the December 29, 2016 closing date. Total pension expense for the year ended March 31, 2017 was \$3,062,545, which includes the aforementioned Union Pension Withdrawal liability payment. Up until the time of transfer of the employees and obligations under the contract the Authority contributed \$486 per employee per month for each covered employee.

Defined Contribution Plan: Effective January 1, 2006 the Authority adopted a money purchase pension plan for employees who meet age and service requirements and are not members of the Union. Employer contributions are 4% of eligible compensation and employees must contribute 2%. Employees are also permitted to make additional contributions up to the maximum allowed by law. As of December 29, 2016, with the closing of the purchase agreement, all eligible employees were transferred to PAWC and all remaining employees were terminated. Plan expense for the year ended March 31, 2017 was \$28,107.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 11 – Operating Leases

Office Lease: The Authority leased its office space under an operating lease dated April 2012 at a monthly rental of \$5,125. The lease term was for a five-year term through April 2017. The lease provided for the option of renewing the lease for (5) additional five years terms, with no increase. The Authority was responsible to pay all utility and normal maintenance costs, associated with the office lease.

Equipment Leases: The Authority also leased certain office equipment under non-cancelable operating leases expiring in various years through March 2021.

All leases were assumed by PAWC and the authority has no further liability related to any of the leases. Rent expense for the year ended March 31, 2017 was \$56,885.

Office Facility Usage: The Authority conducts its post December 29, 2016 operations from office space located at City of Scranton, Municipal Building N. Washington Ave, Scranton Pennsylvania. The office space is provided for under an oral agreement, continuing on a month-to-month basis, with the City of Scranton. The Authority is charged no rent for its usage of these facilities; however, it is responsible to pay for all its operating expenses, and insurance costs associated with its use of this office space. Both parties have deemed it immaterial to value and record the Authority's office facility usage as a non-exchange transaction.

Note 12 - Contingent Liabilities

The Authority participates in both Federal and State assisted grant programs. These programs are subject to program compliance audits by the grantors or their representatives. The Authority is potentially liable for any expenditure's which may be disallowed pursuant to the terms of these grant programs. Management is not aware of any material items of noncompliance, which would result in the disallowance of program expenditures.

The Authority is a defendant in litigation with a former property holder relating to certain commercial real estate which the Authority obtained title through a condemnation action. The suit seeks compensatory and other damages approximating \$324,000. for the former property holder's loss of ownership of the property. Litigation to date has resulted in the Authority receiving an unfavorable decision in this matter. Such decision has been appealed to the Lackawanna County Court of Common Pleas. Counsel for the Authority has advised that at this stage in the proceedings, an opinion of the ultimate probable outcome cannot be offered. The Authority is vigorously defending its position.

The Authority is involved in other various claims and legal actions arising in the ordinary course of business. In the opinion of the Authority, the ultimate disposition of any matters outstanding at March 31, 2017 will not have a material effect on the Authority's financial position.

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
NOTES TO FINANCIAL STATEMENTS

Note 13 - Consent Decree and Long-Term Control Plan

On January 31, 2013, the Authority entered into a consent decree with the United States of America, acting on behalf of the U.S. Environmental Protection Agency, and the Pennsylvania Department of Environmental Protection that will require the Authority to take steps to achieve compliance with the Clean Water Act and the Clean Streams Law by December 2037. The Authority adopted a Long-Term Control Plan to address compliance with the consent decree by December 2037. The cost to accomplish the Long-Term Control Plan was estimated to be approximately \$140 million. On December 29, 2016, PAWC assumed this decree.

Note 14 – Operating Transfers

During the year ended March 31, 2017 operating funds transfers amounting to \$86,362,635 were paid as follows:

City of Scranton	\$69,090,108
Borough of Dunmore	\$17,272,527

Note 15 - Subsequent Events

The Authority has evaluated subsequent events through June 28, 2018, the date which the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
SUPPLEMENTAL SCHEDULE I - EMPLOYER'S REQUIRED CONTRIBUTIONS
TO MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
FOR THE PERIOD JANUARY 1, 2007 TO MARCH 31, 2017

Contributed To:
Central Pennsylvania Teamsters Defined Benefit Pension Plan
Pension Plan Account Number K100
EIN: 23-1697624

<u>Calendar Year / Period</u>	<u>Employer's Required Contribution</u>
2007	\$ 284,175
2008	\$ 312,775
2009	\$ 345,420
2010	\$ 364,808
2011	\$ 350,564
2012	\$ 342,650
2013	\$ 367,164
2014	\$ 386,374
2015	\$ 396,398
2016	\$ 378,954
For Period January 1, 2017 to March 31, 2017	\$ 2,782,313

Note: Employer's Required Monthly Contributions to the above Multiple-Employer Defined Benefit Pension Plan will vary based upon the number of covered employees employed during the monthly period, multiplied by pre-determined contribution rates per covered employee as stipulated in the collective bargaining agreement.

"See accompanying independent auditors' report"

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
SUPPLEMENTAL SCHEDULE II - RESTRICTED ASSETS
MARCH 31, 2017

	Cash and Cash Equivalents	Accrued Interest	Total
Indemnity Escrow Funds:			
Essential Easement Fund	\$ 12,000,000	\$ 0	\$ 12,000,000
Indemnification Obligation Fund	<u>4,998,252</u>	<u>0</u>	<u>4,998,252</u>
	<u>\$ 16,998,252</u>	<u>\$ 0</u>	<u>\$ 16,998,252</u>

"See accompanying independent auditors' report"

THE SEWER AUTHORITY OF THE CITY OF SCRANTON
SUPPLEMENTAL SCHEDULE III - OPERATING EXPENSES
FOR THE YEAR ENDED MARCH 31, 2017

SEWER PLANT AND SEWER SYSTEM

Salaries	\$ 2,709,943
Payroll Taxes	245,961
Employee Benefits	1,386,432
Utilities	497,522
Chemicals	857,934
Supplies	1,242,933
Repairs, Maintenance and Rentals	576,331
Vehicle Operating Expense	301,325
Landfill Disposal	<u>596,897</u>

TOTAL SEWER PLANT AND
SEWER SYSTEM EXPENSES

\$ 8,415,278

ADMINISTRATIVE AND GENERAL

Salaries	\$ 795,773
Payroll Taxes	72,226
Employee Benefits	352,942
Utilities	36,171
Office Supplies and Expenses	90,731
Rent	56,213
Repairs and Maintenance	4,783
Postage and Billing Expenses	138,391
Legal Fees	813,928
Engineering Fees	106,466
Accounting Fees	37,500
Other Professional Fees	21,068
Collection Expense	30,412
Easement Expense	60,210
Insurance	278,686
Bad Debt Expense	<u>606,743</u>

TOTAL ADMINISTRATIVE AND
GENERAL EXPENSES

\$ 3,502,243

"See accompanying independent auditors' report"

ROBERT ROSSI & CO.
CERTIFIED PUBLIC ACCOUNTANTS

ROBERT L. ROSSI, C.P.A.
ROBERT T. ARVONIO, C.P.A.
PETER D. ARVONIO, JR., C.P.A.
ROBERT A. HANIS, C.P.A.

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SALVATORE A. NOLE, JR., C.P.A.
JOSEPH E. ROSSI, C.P.A.
SEAN J. GRASSI, C.P.A.
RALPH R. MORRIS, III, C.P.A.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

June 28, 2018

Board of Directors
The Sewer Authority of the City of Scranton
Scranton, Pennsylvania

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Sewer Authority of the City of Scranton, a component unit of the City of Scranton, as of and for the year ended March 31, 2017, and the related notes to the financial statements which collectively comprise the Authority's basic statements, and have issued our report thereon dated June 28, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered The Sewer Authority of the City of Scranton's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Sewer Authority of the City of Scranton's internal control. Accordingly, we do not express an opinion on, the effectiveness of The Sewer Authority of the City of Scranton's internal control.

A *deficiency* in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the preceding paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether The Sewer Authority of the City of Scranton's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

This report is intended solely to describe the scope of our testing of internal control over compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "Robert Rossi" followed by a stylized flourish.

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	19900
12:20 PM	OWENS, THOMAS & LISA MARIE	SCRANTON W-23	13513040053	CHRISTIAN OWENS	15500	13950
12:30 PM	LEONARD ROGER	SCRANTON	1341504000166		38500	27000
12:40 PM	STEFANIC JOHN	SCRANTON CITY	14618020014	PAUL KELLER	21000	21000
12:50 PM	MENACHEM AVIYAH & AHAVA	SCRANTON CITY	15705010006	JUSTIN SULLA	17000	16000
1:00 PM	NARDELLI MARIA C & JOSEPH A	DUNMORE	1580302001381	JUSTIN SULLA	56000	36000
1:05 PM	RPG REAL ESTATE LLC	SCRANTON CITY	1351401004402		17000	17000
1:15 PM	GAVIN JULIE	COVINGTON	2050201000907		27500	19500
1:25 PM	GLYNN KEITH J & KRISTAN M	LA PLUME	0480301000600		24000	21750
1:35 PM	LEARN JAMES B & VINCIGUERRA L	THORNHURST TWP	2460402001401		39100	37000
1:45 PM	SLAVINSKI J & MCALLISTER J & R	SPRINGBROOK TWP	2110402000101		16540	16540
1:55 PM	PETTIGREW JUSTIN & DANIELLE	GLENBURN TWP	0800304000621	GREGORY PASCALE	54750	48000
1:55 PM	KIMSAL LINDA & RICHARD	THORNHURST	24904010048		27000	22500
2:05 PM	ADAMS MICHAEL D JR & MARY A	CARBONDALE CITY	04514020043		8950	4500
2:25 PM	HOBAN JAMES	MOOSIC	1850102001055		32750	31250
2:35 PM	ZELNO ROBERT P & MARY ELLEN	ARCHBALD	0940402000128	LAURA TURLIP	66700	36000
2:45 PM	LLOYD MICHAEL J JR & ALLYSON	SPRINGBROOK TWP	21004010018		50250	40500
2:55 PM	PICCINI NICHOLAS A & ANN MARIE	SPRINGBROOK TWP	21802020001		102250	89000
3:15 PM	STANTON JAMES D III & JUANITA	THORNHURST TWP	24902020023		18500	18500
3:25 PM	GARING JONATHAN & KATARZYNA	ARCHBALD	09402050034		58200	38000

TOTAL RECORDS 20

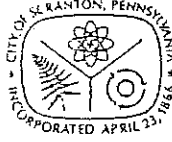
WITHDRAWN

(01/01) 07/03/2018 11:51:59 AM

Melissa Maguire 5709636385

City of Scranton
Pennsylvania

Roseann Novembrino
City Controller
Municipal Building
Scranton, Pennsylvania 18503
(570) 348-4125



Office of the City Controller
and Bureau of Investigations

July 5, 2018

RECEIVED
JUL 05 2018
OFFICE OF CITY
COUNCIL/CITY CLERK

The Honorable Mayor William L. Courtright
And
The Honorable City Council
Municipal Building
Scranton, Pa 18503

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of May, 2018.

The first section of this report includes a summary of the General Fund Activities for the month as well as a year to date revenue summary. The second section contains a detailed listing of the purchases in all departments for the period. Both sections are the end result of the review, authoritative approval, and audit procedures applicable to each section. This reflects the Controller's integral part of the internal control environment and the application of those independent audit techniques designed to provide improvement within the system and/or identify irregularities.

Rather than traditional audit reports which outline the results of an examination performed on a particular schedule within the calendar cycle, this department applies audit reviews on a daily, bi-weekly and monthly basis. Audit procedures were applied to the following financial applications which are an integral part of or have a direct impact on this report; all cash receipts flowing through the Treasurer's Office, all bank account reconciliations, Capital Budget reviews, Operating budget review/monthly reconciliation, payroll review and reconciliation, and voucher/requisition order review/authorization. Any item considered reportable would have been detailed later in this report (page 2).

This report is presented for your review. All figures are accurate as of this date but are subject to change due to subsequent postings by the Business Administration Department. Any such posting will be accounted for within the next monthly report from this department.

Sincerely,

Roseann Novembrino
Roseann Novembrino
City Controller

**CITY OF SCRANTON
GENERAL FUND EXPENDITURES
MONTH OF MAY 2018**

CODE #	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 16,625.19
11	Public Safety	-
20	City Council	39,521.53
30	Controller	29,013.98
40	Business Administration	355,669.88
41	Bureau of Human Resources	48,770.40
42	Bureau of Information Technology	35,308.13
43	Treasurer	12,854.92
51	Inspections and Licenses	84,418.27
60	Law	55,450.08
71	Police	2,138,755.52
75	Traffic Maintenance	-
78	Fire	1,973,884.45
80	Public Works	273,249.98
81	Engineering	19,556.36
82	Buildings	99,120.81
83	Highways	175,899.80
84	Refuse	437,512.07
85	Garages	135,283.05
90	Single Tax Office	121,918.06
100	Parks and Recreations	58,273.64
TOTAL DEPARTMENTAL:		\$ 6,111,086.12
NON DEPARTMENTAL		
0140	Scranton Plan	\$ -
1000	Boards and Commissions	9,781.00
1100	Utilities	-
1300	Contingency	-
1500	Special Items	2,013,978.70
1600	Unpaid Bills	47,943.10
1700	Grants and Contributions	50,000.00
1900	Special Items (Non Add)	-
TOTAL NON DEPARTMENTAL:		\$ 2,121,702.80
GRAND TOTAL:		\$ 8,232,788.92

**CITY OF SCRANTON
GENERAL FUND REVENUE REPORT
FOR THE MONTH OF MAY 2018**

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	4,490,095.39
302	Landfill and Refuse Fees	2,092,967.49
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	7,447,039.39
319	Penalties and Interest (Delinquent Taxes)	28,594.72
320	Licenses and Permits	205,536.44
330	Fines and Forfeitures	-
331	Police Fines and Violations	36,846.49
341	Interest Earnings	20,989.56
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	-
359	Local Governments (Payments in Lieu)	-
360	Departmental Earnings	22,942.00
367	Recreational Departments	4,081.75
380	Cable TV and Miscellaneous Revenue	256,522.48
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
TOTAL		\$ 14,606,115.71
MONTH TO DATE:		
	Revenues To May 2018	\$ 59,912,244.08
	Expenditures To May 2018	31,756,396.39
	NET:	\$ 28,155,847.69

*Non Add

CITY OF SCRANTON
31-May-18
GENERAL FUND REVENUE REPORT
YEAR TO DATE

CODE #	FUND SOURCE	ESTIMATED	REALIZED	UN-REALIZED
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	33,827,806.10	25,839,912.78	7,987,893.32
302	Landfill and Refuse Fees	7,662,500.00	2,793,913.81	4,868,586.19
304	Utility Tax	75,000.00	-	75,000.00
305	Non-Resident Tax	520,000.00	-	520,000.00
310	Local Taxes (Act 511)	39,343,469.39	16,559,652.28	22,783,817.11
319	Penalties and Interest (Delinquent Taxes)	168,092.00	83,029.77	85,062.23
320	Licenses and Permits	1,906,004.00	1,217,596.86	688,407.14
330	Fines and Forfeitures	100.00	-	100.00
331	Police Fines and Violations	360,750.00	145,971.33	214,778.67
341	Interest Earnings	30,000.00	49,854.02	(19,854.02)
342	Rents and Concessions	5,000.00	2,500.00	2,500.00
350	Inter-Government-Revenue Reimbursements	3,957,646.00	68,107.20	3,889,538.80
359	Local Government (Payments in Lieu)	250,000.00	-	250,000.00
360	Departmental Earnings	469,625.00	60,118.00	409,507.00
367	Recreational Departments	49,500.00	21,202.00	28,298.00
380	Cable TV and Miscellaneous Revenues	1,115,800.00	320,386.03	795,413.97
392	Interfund Transfers	5,183,505.30	-	5,183,505.30
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,750,000.00	-
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
TOTALS		\$ 107,674,797.79	\$ 59,912,244.08	\$ 47,762,553.71

PURCHASE ORDER REPORT

MONTH ENDING MAY 31, 2018

ACCOUNT BALANCES AS OF MAY 31, 2018				
DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
OFFICE OF THE MAYOR				
0101000000 4270 DUES & SUBSCRIPTIONS	22,826.70	0.00		0.00
0101000000 4290 STATIONERY / OFFICE SUPPLIES	150.00	107.51		107.51
0101000000 4420 TRAVEL & LODGING	1,000.00	1,000.00		1,000.00
DEPARTMENT OF PUBLIC SAFETY				
POLICE BUREAU				
0101100071 4201 PROFESSIONAL SERVICES	25,000.00	19,255.00		19,255.00
0101100071 4210 SERVICES & MAINTENANCE FEE	75,000.00	32,449.30		
ENCUMBERED: PREVIOUS PERIOD			(4,650.00)	
ENCUMBERED: CURRENT PERIOD			3,550.00	
THE COVINA-THOMAS COMPANY			1,100.00	
STRIVE			771.91	
YIS COWDEN GROUP			154.25	
				31,523.14
0101100071 4270 DUES & SUBSCRIPTIONS	3,150.00	30.05		
DAVIS, KEVIN			22.20	
				7.85
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	2,000.00	1,457.80		
PERSONNEL EVALUATION, INC.			40.00	
FIDELITY DEPOSIT & DISCOUNT BANK			150.00	
				1,267.80
0101100071 4290 STATIONERY / OFFICE SUPPLIES	2,750.00	1,982.39		
MAIN STREET TENT RENTALS			575.00	
				1,407.39
0101100071 4380 GUNS / AMMUNITION	22,500.00	12,045.57		
BUDGET TRANSFER FROM: 0101100071 4470			(500.00)	
ENCUMBERED: PREVIOUS PERIOD			(849.00)	
ENCUMBERED: CURRENT PERIOD			849.00	
				12,545.57
0101100071 4390 MATERIALS / SUPPLIES (MISC)	21,000.00	8,524.09		
ENCUMBERED: PREVIOUS PERIOD			(1,679.19)	
ENCUMBERED: CURRENT PERIOD			379.50	
ELITE K-9 INC.			347.59	
STARR UNIFORMS			950.00	
AED SUPERSTORE			149.00	
				8,377.19

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0101100071 4420 TRAVEL & LODGING	4,000.00	(0.00)		<u>(0.00)</u>
0101100071 4470 TRAINING & CERTIFICATION	50,000.00	18,780.85		
BUDGET TRANSFER TO: 0101100071 4380			500.00	
ENCUMBERED: PREVIOUS PERIOD			(3,165.60)	
ENCUMBERED: CURRENT PERIOD			3,165.60	
PENN STATE JUSTICE & SAFETY			(2,480.00)	
NJ CRIMINAL INTERDICTION, LLC			597.00	
SOUTHERN TIER POLICE			700.00	
				<u>19,463.85</u>
0101100071 4550 CAPITAL EXPENDITURES	350,000.00	162,684.70		
ENCUMBERED: PREVIOUS PERIOD			(161,465.30)	
ENCUMBERED: CURRENT PERIOD			161,465.30	
				<u>162,684.70</u>
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,500.00	3,875.89		
				<u>3,875.89</u>
0101100071 6003 SPCA - ANIMAL CONTROL	86,976.00	86,344.38		
				<u>86,344.38</u>
FIRE BUREAU:				
0101100078 4201 PROFESSIONAL SERVICES	23,000.00	10,406.18		
MCH EQUIPMENT, INC.			2,629.80	
UL LLC			6,589.95	
WITMER ASSOCIATES, INC.			320.54	
				<u>865.89</u>
0101100078 4210 SERVICE & MAINTENANCE FEE	15,000.00	8,804.44		
				<u>8,804.44</u>
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	850.00		
				<u>850.00</u>
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	10,000.00	2,752.33		
SCRANTON RESTAURANT SUPPLY			540.00	
DUNMORE APPLIANCE, INC			1,200.00	
				<u>1,012.33</u>
0101100078 4390 MATERIALS / SUPPLIES (MISC)	7,250.00	4,568.90		
CLARK, SAMUEL W.			115.00	
C. G. CUSTOM TRUCKS			68.00	
THE HOME DEPOT			781.20	
WITMER ASSOCIATES, INC.			77.00	
				<u>3,527.70</u>
0101100078 4420 TRAVEL & LODGING	3,000.00	2,843.70		
DESARNO, PATRICK			307.30	
LUCAS, ALLEN			307.30	
				<u>2,229.10</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	6,000.00		<u>6,000.00</u>
0101100078 4470 TRAINING & CERTIFICATION	75,000.00	58,093.94		
BUCKLEY, TYLER			1,127.31	
HARRISBURG AREA COMMUNITY COLLEGE			2,475.00	
NUNEMACHER, DREW			375.00	
IRWIN, THOMAS			<u>1,270.56</u>	
				<u>52,846.07</u>
0101100078 4550 CAPITAL EXPENDITURES	1,250,000.00	714,041.21		
TRAVELERS AUTO (TRUCK #4)			(25,000.00)	
MAR-PAUL CO., INC.			19,634.50	
MCH EQUIPMENT, INC.			8,781.00	
SCRANTON ELECTRIC HEATING & COOLING			<u>9,615.00</u>	
				<u>701,010.71</u>
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	4,250.00	4,250.00		<u>4,250.00</u>
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00		<u>1,000.00</u>
0101100078 4580 GENERAL EQUIPMENT	75,000.00	60,619.72		
WITMER ASSOCIATES, INC.			2,425.00	
877 DESIGN			7,524.00	
TR SYSTEMS LLC			<u>7,995.00</u>	
				<u>42,675.72</u>
OFFICE OF THE CITY CLERK / CITY COUNCIL				
0102000000 4201 PROFESSIONAL SERVICES	56,000.00	31,005.76		
EDM AMERICAS INC.			187.49	
IMR DIGITAL LLC			473.32	
NARDOZZI, CATHENE			<u>471.00</u>	
				<u>29,873.95</u>
0102000000 4210 SERVICES & MAINTENANCE FEE	15,000.00	15,000.00		
GRANICUS, INC.			<u>9,600.00</u>	
				<u>5,400.00</u>
0102000000 4230 PRINTING & BINDING	6,250.00	4,039.04		<u>4,039.04</u>
0102000000 4250 ADVERTISING	31,500.00	23,841.70		
SCRANTON TIMES			<u>2,018.30</u>	
				<u>21,823.40</u>
0102000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	314.41		
GLEN SUMMIT SPRINGS WATER			11.00	
NOLAN & ROGERS			<u>114.90</u>	
				<u>188.51</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
CITY CONTROLLER				
0103000000 4201 PROFESSIONAL SERVICES	40,000.00	40,000.00		<u>40,000.00</u>
0103000000 4230 PRINTING AND BINDING	1,000.00	550.05		
ENCUMBERED: PREVIOUS PERIOD			(449.95)	
ENCUMBERED: CURRENT PERIOD			449.95	
PREMIER BUSINESS SYSTEMS			<u>449.95</u>	<u>100.10</u>
0103000000 4240 POSTAGE & FREIGHT	100.00	100.00		<u>100.00</u>
0103000000 4270 DUES & SUBSCRIPTIONS	225.00	6.60		
BUDGET TRANSFER FROM: 0103000000 4420			(400.00)	
CAREY, MARY LYNN			<u>344.35</u>	<u>62.25</u>
0103000000 4290 STATIONERY / OFFICE SUPPLIES	200.00	22.82		
BUDGET TRANSFER FROM: 0103000000 4420			(250.00)	
SHRED-IT			<u>66.81</u>	<u>206.01</u>
0103000000 4420 TRAVEL AND LODGING	1,000.00	1,000.00		
BUDGET TRANSFER TO: 0103000000 4270			400.00	
BUDGET TRANSFER TO: 0103000000 4290			<u>250.00</u>	<u>350.00</u>
BUSINESS ADMINISTRATION DEPARTMENT				
ADMINISTRATION				
0104000040 4201 PROFESSIONAL SERVICES	250,000.00	177,959.05		
PA DEPT OF TRANSPORTATION			15,790.03	
TURNKEY TAXES			6,042.08	
JOYCE HATALA ASSOCIATES			550.00	
REILLY ASSOCIATES			11,044.94	
CITY OF SCRANTON			4,875.00	
ARCADIS US, INC.			<u>1,788.00</u>	<u>137,869.00</u>
0104000040 4210 SERVICES & MAINTENANCE FEE	1,750.00	1,412.00		<u>1,412.00</u>
0104000040 4230 PRINTING & BINDING	1,000.00	1,000.00		
CREATIVE FORMS & CONCEPTS			<u>851.03</u>	<u>148.97</u>
0104000040 4240 POSTAGE & FREIGHT	30,000.00	22,000.00		
POSTAGE REFILL			<u>5,000.00</u>	<u>17,000.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000040 4250 ADVERTISING SCRANTON TIMES	17,250.00	13,295.20	1,858.20	11,437.00
0104000040 4270 DUES & SUBSCRIPTIONS	1,000.00	205.00		205.00
0104000040 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD RUBINSTEIN'S INC.	12,750.00	8,936.91	(2,038.14) 2,474.68 123.94	8,376.43
0104000040 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	600.00	433.40	16.75	416.65
0104000040 4420 TRAVEL & LODGING	2,500.00	2,500.00		2,500.00
0104000040 4470 TRAINING & CERTIFICATION	2,000.00	1,551.00		1,551.00
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP	3,743,432.00	1,543,432.00		1,543,432.00
0104000040 6024 BANK FEES AND CHARGES PNC MERCHANT FEE	11,000.00	10,963.10	15.00	10,948.10
HUMAN RESOURCES:				
0104000041 4201 PROFESSIONAL SERVICES MILLENNIUM ADMINISTRATORS NORTHEASTERN REHABILITATION ASSOCIATION CONCORDE, INC. P & A GROUP ADMIN SERVICE DELAWARE VALLEY HEALTH CARE CO., WE PAY PAYROLL PROCESSING	150,000.00	87,445.51	2,843.75 108.00 837.84 359.48 250.00 6,884.25	76,162.19
0104000041 4290 STATIONARY / OFFICE SUPPLIES	25,000.00	24,930.00		24,930.00
0104000041 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER	500.00	449.25	16.75	432.50
0104000041 4420 TRAVEL & LODGING KENNEDY, DANIELLE	1,000.00	1,000.00	430.68	569.32

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000041 4470 TRAINING & CERTIFICATION KENNEDY, DANIELLE CINTAS CORPORATION	3,000.00	3,000.00	250.00 94.65	<u>2,655.35</u>
0104000041 4630 LIABILITY / CASUALTY INSURANCE GALLAGHER BASSETT SERVICE ABRAHAMSEN CONABOY & ABRAHAMSEN, PC OLIVER, PRICE & RHODES DOUGHERTY, LEVENTHAL & PRICE, LLP	1,371,000.00	545,208.67	5,121.84 883.50 3,925.55 5,353.00	<u>529,924.78</u>
INFORMATION TECHNOLOGY:				
0104000042 4201 PROFESSIONAL SERVICES	95,250.00	29,510.05		<u>29,510.05</u>
0104000042 4210 SERVICES & MAINTENANCE FEE	75,000.00	41,203.40		<u>41,203.40</u>
0104000042 4270 DUES AND SUBSCRIPTIONS	500.00	500.00		<u>500.00</u>
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	1,000.00		<u>1,000.00</u>
0104000042 4390 MATERIALS / SUPPLIES (MISC) SWIETNICKI, FRANK FRIEDMAN ELECTRIC SUPPLY SAFETY SERVICES & CONSULTING, LLC	65,000.00	25,203.59	976.32 998.02 615.00	<u>22,614.25</u>
0104000042 4420 TRAVEL AND LODGING	750.00	750.00		<u>750.00</u>
0104000042 4440 TELEPHONE COMCAST FRONTIER COMMUNICATIONS VERIZON	150,000.00	89,084.02	3,407.37 7,376.30 235.38	<u>78,064.97</u>
0104000042 4470 TRAINING & CERTIFICATION	10,000.00	10,000.00		<u>10,000.00</u>
0104000042 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD HAVIS, INC.	250,000.00	82,384.97	(72,901.70) 66,750.00 6,151.70	<u>82,384.97</u>
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	50,000.00	50,000.00		<u>50,000.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
TREASURY:				
0104000043 4201 PROFESSIONAL SERVICES	11,250.00	11,250.00		11,250.00
0104000043 4390 MATERIALS / SUPPLIES (MISC)	8,000.00	6,579.60		
ENCUMBERED: PREVIOUS PERIOD			(102.15)	
ENCUMBERED: CURRENT PERIOD			102.15	
GLEN SUMMIT SPRINGS WATER			34.65	
GREAT AMERICA FINANCIAL SERVICES			148.49	
				6,396.46
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	1,000.00	1,000.00		1,000.00
0104000043 6001 TAX COLLECTION COMMITTEE EXPENSE	500.00	500.00		500.00
BUREAU OF LICENSES, INSPECTIONS & PERMITS				
LICENSE, INSPECTIONS & PERMITS:				
0105100051 4201 PROFESSIONAL SERVICES	40,000.00	17,790.00		17,790.00
0105100051 4290 STATIONERY / OFFICE SUPPLIES	500.00	438.80		438.80
0105100051 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		500.00
0105100051 4420 TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
0105100051 4550 CAPITAL EXPENDITURES	23,000.00	23,000.00		
COMMUNITY FIRST NATIONAL BANK			5,725.91	
				17,274.09
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00		500.00
0105100051 4590 BUILDING DEMOLITION	65,000.00	65,000.00		65,000.00
BUREAU OF BUILDINGS:				
0105100082 4201 PROFESSIONAL SERVICES	75,000.00	73,700.00		73,700.00

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	150,000.00	108,220.58		
RAYNOR DOOR SALES			1,697.91	
ROSSI ROOTER LLC			475.00	
C & C CLEANING SERVICES			5,590.00	
NORTHEAST ELEVATOR, LLC			200.00	
SMURL, GERALD			1,956.00	
J. C. EHRLICH CO.			1,618.00	
NUNZI'S ADVERTISING SPECIALIST, INC.			1,884.90	
LAMEO & ASSOCIATES			95.00	
BEVILACQUA SHEET METAL			1,800.00	
OVERHEAD DOOR CO.			780.00	
AJS MECHANICAL SERVICES, LLC			824.00	
CINTAS CORPORATION			1,637.44	
AMERICAN JANITOR			2,008.50	
FRIEDMAN ELECTRIC SUPPLY			365.17	
JUDGE LUMBER COMPANY			1,397.30	
DATOM PRODUCTS, INC.			2,400.00	
				<u>83,491.36</u>
0105100082 4445 SEWER CHARGES	5,000.00	5,000.00		
				<u>5,000.00</u>
0105100082 4447 UGI - GAS	135,000.00	68,319.05		
DIRECT ENERGY BUSINESS			6,884.15	
UGI PENN NATURAL GAS			5,040.07	
				<u>56,394.83</u>
0105100082 4448 PAWC - WATER	475,000.00	389,578.78		
PENNSYLVANIA AMERICAN WATER CO.			28,029.78	
				<u>361,549.00</u>
0105100082 4450 ELECTRICAL	275,000.00	193,426.17		
PPL ELECTRIC UTILITIES			20,731.48	
				<u>172,694.69</u>
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00		
				<u>1,000.00</u>
LAW DEPARTMENT:				
0106000000 4201 PROFESSIONAL SERVICES	195,000.00	141,894.28		
ABRAHAMSEN CONABOY & ABRAHAMSEN, PC			12,924.50	
LISA TAYLOR, COURT REPORTER			315.00	
COHEN LAW GROUP			320.00	
JOSEPH PRICE, ESQUIRE			11.10	
POWELL & APPLETON, PC			6,926.09	
CIPRIANI & WERNER, P.C.			294.50	
OLIVER, PRICE & RHODES			8,157.50	
REGAN, LEVIN, BLOSS, BROWN & SAVCHAK, PC			3,371.25	
DELFLICE, MARY PAT			13.65	
FOX ROTHSCHILD, LLP			99.00	
AD ASTRA, INC.			98.00	
HUGHES & MASHINSKI, PC			1,092.50	
JAMS REFUND OF MEDIATION			(975.00)	
				<u>109,246.19</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0106000000 4210 SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		<u>2,000.00</u>
0106000000 4270 DUES & SUBSCRIPTIONS	3,950.00	3,504.00		<u>3,504.00</u>
0106000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	235.00		<u>235.00</u>
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		<u>500.00</u>
0106000000 4420 TRAVEL & LODGING	1,000.00	1,000.00		<u>1,000.00</u>
0106000000 4470 TRAINING & CERTIFICATION NATIONAL BUSINESS INSTITUTE	1,000.00	1,000.00	289.00	<u>711.00</u>
0106000000 4550 CAPITAL EXPENDITURES	3,250.00	3,250.00		<u>3,250.00</u>
DEPARTMENT OF PUBLIC WORKS				
ADMINISTRATION BUREAU:				
0108000080 4201 PROFESSIONAL SERVICES	50,000.00	50,000.00		<u>50,000.00</u>
0108000080 4210 SERVICES & MAINTENANCE FEE PA ONE CALL SYSTEM, INC.	2,040.00	1,918.04	66.08	<u>1,851.96</u>
0108000080 4420 TRAVEL AND LODGING	500.00	500.00		<u>500.00</u>
0108000080 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD HEIM COMSTRUCTION COMPANY, INC.	10,000.00	4,350.50	(5,649.50) 5,649.50	<u>4,350.50</u>
0108000080 4570 MAINTENANCE COMMUNITION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.	16,500.00	11,895.00	1,545.00	<u>10,350.00</u>
0108000080 4576 MAINTENANCE SUPER FUND SIGHT SWIFT FENCE CO.	13,000.00	13,000.00	895.00	<u>12,105.00</u>
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE ENCUMBERED: PREVIOUS PERIOD GLECO PAINTS, INC S & S TOOLS & SUPPLIES F & S SUPPLY COMPANY, INC.	50,000.00	42,295.65	(511.56) 435.84 75.72 347.44	<u>41,948.21</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
ENGINEERING BUREAU:				
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES	69,500.00	46,000.00	5,875.00	40,125.00
0108000081 4210 SERVICES & MAINTENANCE FEE WILLIAMS INDUSTRIAL SUPPLY	500.00	500.00	92.20	407.80
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00		100.00
0108000081 4390 MATERIALS / SUPPLIES (MISC) LEVANDOSKI, KEVIN	250.00	250.00	172.97	77.03
0108000081 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
HIGHWAYS BUREAU:				
0108000083 4260 RENTAL VEHICLES & EQUIPMENT	300,000.00	139,125.00		139,125.00
0108000083 4340 CONSTRUCTION - PAVING MATERIAL ENCUMBERED: CURRENT PERIOD	100,000.00	43,508.82	1,200.00	42,308.82
0108000083 4350 PAINT / SIGN MATERIAL ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD S & S TOOLS & SUPPLIES REED, GENE	50,000.00	43,503.30	(4,279.95) 4,582.89 10.58 319.50	42,870.28
0108000083 4370 PARKS AND RECREATION SUPPLIES ENCUMBERED: CURRENT PERIOD	62,000.00	62,000.00	1,897.50	60,102.50
0108000083 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD AMERICAN JANITOR S & S TOOLS & SUPPLIES POWELL'S RENTAL DALEVILLE ACE HARDWARE JUDGE LUMBER COMPANY	37,500.00	29,107.46	(1,044.78) 7,285.45 160.80 554.99 119.00 599.95 73.18	21,358.87
0108000083 4410 SALT	273,500.00	30,265.93		30,265.93

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000083 4460 STREET LIGHTING PPL ELECTRIC UTILITIES	375,000.00	199,553.48	17,419.46	182,134.02
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE URBAN ELECTRICAL CONTRACTORS, INC.	77,500.00	60,073.92	1,859.85	58,214.07
0108000083 4550 CAPITAL EXPENDITURES	140,000.00	184,779.53		184,779.53
0108000083 4551 ROADWAY RESURFACING PROGRAM	875,000.00	875,000.00		875,000.00
REFUSE BUREAU:				
0108000084 4390 MATERIALS / SUPPLIES (MISC)	1,000.00	979.31		979.31
0108000084 4420 TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00
0108000084 4490 LANDFILL KEYSTONE SANITARY LANDFILL	1,271,434.74	904,914.94	156,777.66	748,137.28
0108000084 4550 CAPITAL EXPENDITURES	180,000.00	180,000.00		180,000.00
GARAGES BUREAU:				
0108000085 4220 CONTRACTED SERVICES	750.00	534.88		534.88
0108000085 4301 GAS, OIL, LUBRICANTS	295,000.00	159,895.95		
ENCUMBERED: PREVIOUS PERIOD			(175.85)	
ENCUMBERED: CURRENT PERIOD			30.00	
A.I.T. AUTOMOTIVE			109.35	
POWELL'S SALES & SERVICE			25.00	
D. G. NICHOLAS CO.			620.42	
G & G EXPRESS MARTS, INC.			225.45	
PETROLEUM TRADERS CORPORATION			17,561.98	
WEX BANK			18,170.85	
				123,328.75

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE	325,000.00	195,188.83		
ENCUMBERED: PREVIOUS PERIOD			(8,490.60)	
ENCUMBERED: CURRENT PERIOD			4,895.15	
MID-ATLANTIC WASTE SYSTEM			1,119.96	
D. G. NICHOLAS CO.			1,783.16	
A.I.T. AUTOMOTIVE			2,662.95	
WELLER'S LOCK & KEY SERVICE			550.00	
DAVE'S AUTO IGNITION			1,518.50	
DENAPLES AUTO PARTS			4,606.00	
CICIONI RADIATOR, INC.			210.00	
POWELL'S SALES & SERVICE			112.87	
DENAPLES TOWING, INC.			545.00	
C. G. CUSTOM TRUCKS			309.17	
AIR BRAKE & EQUIPMENT CO., INC.			399.40	
TOYOTA			1,387.49	
FARGIONE AUTO SERVICE			135.00	
FIVE STAR EQUIPMENT CO., INC.			417.98	
FASTENAL COMPANY			1,659.54	
INDUSTRIAL ELECTRONICS, INC.			251.16	
FIRE LINE EQUIPMENT			82.32	
FLEET PRIDE			325.38	
STADIUM INTERNATIONAL TRUCKS, INC.			759.07	
JAY'S AUTOMOTIVE			229.85	
MESKO GLASS & MIRROR			760.00	
NORTHEAST HYDRAULICS			2,235.05	
FIREFIGHTER ONE LLC			486.02	
TRIPLE CITIES ACQUISITIONS, LLC			40.49	
ELECTRO BATTERY			327.00	
PETHICK PAINT SUPPLY			14.70	
AMERICAN FIRE SERVICES			1,227.89	
PUNDOCK CONSTRUCTION			68.95	
JACK'S CYCLE & SERVICE			109.84	
JORDAN'S TOWING			225.00	
F & S SUPPLY COMPANY, INC.			589.94	
WAYNE COUNTY FORD			312.65	
				<u>173,321.95</u>
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	6,500.00	3,540.89		
ENCUMBERED: PREVIOUS PERIOD			(7.95)	
A.I.T. AUTOMOTIVE			7.95	
				<u>3,540.89</u>
0108000085 4390 MATERIALS / SUPPLIES (MISC)	49,500.00	35,176.71		
ENCUMBERED: PREVIOUS PERIOD			(667.51)	
ENCUMBERED: CURRENT PERIOD			204.00	
FASTENAL COMPANY			695.73	
C. G. CUSTOM TRUCKS			756.91	
DAILEY RESOURCES			204.00	
D. G. NICHOLAS CO.			350.29	
WELLER'S LOCK & KEY SERVICE			175.00	
A.I.T. AUTOMOTIVE			565.00	
TRIPLE CITIES ACQUISITIONS, LLC			53.90	
INDUSTRIAL ELECTRONICS, INC.			100.06	
FRIEDMAN ELECTRIC SUPPLY			81.86	
				<u>32,657.47</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000085 4401 TIRES	109,500.00	86,519.77		
ENCUMBERED: PREVIOUS PERIOD			(1,233.28)	
ENCUMBERED: CURRENT PERIOD			538.50	
MCCARTHY TIRE SERVICE, INC.			6,061.59	
GOODYEAR			5,257.50	
				<u>75,795.46</u>
0108000085 4420 TRAVEL AND LODGING	500.00	500.00		
				<u>500.00</u>
0108000085 4550 CAPITAL EXPENDITURES	25,000.00	5,165.43		
ENCUMBERED: PREVIOUS PERIOD			(18,856.96)	
MOHAWK RESOURCES LTD			18,856.96	
				<u>5,165.43</u>
0108000085 4901 MAINTENANCE (PREVENTATIVE)	7,500.00	4,078.88		
				<u>4,078.88</u>
PARKS & RECREATION DEPARTMENT				
0110000000 4280 MISC SERVICES - NON CLASSIFIED	5,000.00	4,927.40		
PITTS, CAILA			40.25	
ARDAN, TODD			40.25	
J. C. EHRlich CO.			50.00	
				<u>4,796.90</u>
0110000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	359.84		
ENCUMBERED: PREVIOUS PERIOD			(70.08)	
ENCUMBERED: CURRENT PERIOD			70.08	
				<u>359.84</u>
0110000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	15,000.00	14,913.66		
REEVE'S RENT-A-JOHN, INC.			178.50	
LAMEO & ASSOCIATES			95.00	
MAIN STREET TENT RENTALS			250.00	
FALLON, BRIAN			15.00	
NORTH AMERICAN WARHORSE			62.10	
				<u>14,313.06</u>
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	20,000.00	20,000.00		
MAIN POOL & CHEMICAL CO.			175.00	
LACKAWANNA COLLEGE			180.00	
				<u>19,645.00</u>
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	500.00	500.00		
				<u>500.00</u>
0110000000 4370 PARKS & RECREATION SUPPLIES	1,000.00	1,000.00		
				<u>1,000.00</u>
0110000000 4420 TRAVEL AND LODGING	750.00	750.00		
				<u>750.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL
0110000000 4530 PERFORMING ARTS	20,000.00	7,500.00		<u>7,500.00</u>
0110000000 4540 SPRING / SUMMER PROGRAMS	3,000.00	1,416.33		<u>1,416.33</u>
0110000000 4550 CAPITAL EXPENDITURES SWIFT FENCE CO. F & S SUPPLY COMPANY, INC.	875,000.00	796,675.50	1,265.00 2,098.48	<u>793,312.02</u>
NON-DEPARTMENTAL EXPENDITURES				
0140110030 4299 ZONING BOARD PENETAR, DANIEL	18,500.00	15,917.50	895.00	<u>15,022.50</u>
0140110060 4299 EVERHART MUSEUM	29,000.00	4,833.35		<u>4,833.35</u>
0140110075 4299 SCRANTON PLAN	60,000.00	50,000.00		<u>50,000.00</u>
0140110080 4299 SCRANTON TOMORROW	75,000.00	0.00		<u>0.00</u>
0140110110 4299 SHADE TREE COMMISSION NORTHERN TREE EXPERT CO. TITAN TREE SERVICE	95,000.00	36,760.00	1,900.00 1,750.00	<u>33,110.00</u>
0140110120 4299 ST. CATS AND DOGS	10,000.00	10,000.00		<u>10,000.00</u>
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00		<u>1,000.00</u>
0140110140 4299 CIVIL SERVICE COMMISSION PERRY LAW FIRM FIRE SERVICE TESTING COMPANY AMICO, VINCE BRYAN, TOM	25,000.00	23,128.15	1,026.00 3,960.00 125.00 125.00	<u>17,892.15</u>
0140110150 4299 HUMAN RELATIONS COMMISSION	25,000.00	25,000.00		<u>25,000.00</u>
0140110155 4299 LHVA TRAIL MAINTENANCE	21,000.00	10,500.00		<u>10,500.00</u>
0140115230 4299 TAN SERIES	12,750,000.00	12,750,000.00		<u>12,750,000.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0140115240 4299 TAN SERIES INTEREST	494,850.00	494,850.00		<u>494,850.00</u>
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	450,058.36	450,058.36		<u>450,058.36</u>
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS BANK OF AMERICA	171,539.33	135,289.84	<u>36,249.49</u>	<u>99,040.35</u>
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	100,000.00		<u>100,000.00</u>
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA INTEREST PAYMENT	2,061,662.50	2,061,662.50	<u>193,331.25</u>	<u>1,868,331.25</u>
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS KS STATEBANK	218,147.96	218,147.96	<u>218,147.96</u>	<u>0.00</u>
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00		<u>0.00</u>
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	3,234,419.34	3,234,419.34		<u>3,234,419.34</u>
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,851.02	25,851.02		<u>25,851.02</u>
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	219,557.60	219,557.60		<u>219,557.60</u>
0140115336 4299 OPER TSF TO DBT SVC - LEASE OF TURNOUT GEAR	80,000.00	0.00		<u>0.00</u>
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A INTEREST PAYMENT	2,420,500.00	2,420,500.00	<u>745,250.00</u>	<u>1,675,250.00</u>
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES INTEREST PAYMENT	1,877,000.00	1,877,000.00	<u>821,000.00</u>	<u>1,056,000.00</u>
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00		<u>0.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MAY, 2018		
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,968.88	244,968.88		<u>244,968.88</u>
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	413,345.00	0.00		<u>0.00</u>
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	102,156.57		<u>102,156.57</u>
0140113090 4299 CONTINGENCY	705,799.10	705,799.10		<u>705,799.10</u>
0140113100 4299 OECD CONTINGENCY	45,000.00	45,000.00		<u>45,000.00</u>
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG. LACKAWANNA COUNTY ASSESSMENT OFFICE CITY OF SCRANTON THOMAS J. MCLANE & ASSOC. INC. DOUGHERTY, LEVENTHAL & PRICE, LLP	550,000.00	475,293.38	732.60 27,625.00 17,845.00 1,740.50	<u>427,350.28</u>
0140116270 4299 COURT AWARDS	350,000.00	(132,678.25)		<u>(132,678.25)</u>
0140117020 4299 VETERAN'S ORGANIZATION SCRANTON VETERANS MEMORIAL	75,000.00	75,000.00	50,000.00	<u>25,000.00</u>
0140117040 4299 OPEB TRUST FUND	150,000.00	150,000.00		<u>150,000.00</u>
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	1,000.00		<u>1,000.00</u>
0140117080 4299 TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT	300,000.00	300,000.00		<u>300,000.00</u>

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C. FOR SPECIAL LABOR COUNSEL LEGAL SERVICES FOR THE CITY OF SCRANTON.

WHEREAS, a request for qualifications was advertised for Special Labor Counsel Legal Services for the City of Scranton, two (2) proposals were submitted for review; and

WHEREAS, after review of the qualifications submitted, it was determined that it would be in the best interest of the City to award the contract to Abrahamsen, Conaboy & Abrahamsen, P.C. for the reasons provided in the attached Memorandum from the City Solicitor.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Professional Services Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Abrahamsen, Conaboy & Abrahamsen, P.C. for Special Labor Counsel Legal Services for the City of Scranton.

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

SECTION 2. This Resolution shall become effective immediately upon approval

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

CONTRACT

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

ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C.
1016 PITTSTON AVENUE
SCRANTON, PA 18505
PHONE NO. (570) 348-0200

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing Special Labor Counsel Legal Services for the City of Scranton. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

SPECIAL LABOR COUNSEL LEGAL SERVICES
FOR THE CITY OF SCRANTON
PER THE ATTACHED BID PROPOSAL AND
SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Abrahamsen, Conaboy & Abrahamsen, P.C. dated June 12, 2018 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

- (a) Name of insurance company, policy number, and expiration data;
- (b) The coverage required and the limits on each, including the amount of

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

CITY SOLICITOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

ABRAHAMSEN, CONABOY & ABRAHAMSEN,
P.C.

BY:

TITLE: _____

DATE: _____



DEPARTMENT OF LAW

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

MEMORANDUM

TO: William Courtright, Mayor
David Bulzoni, Business Administrator
Danielle Kennedy, Human Resources Director

FROM: Jessica Eskra, Esquire
City Solicitor/Deputy Mayor *JE*

DATE: June 26, 2018

RE: City of Scranton – Special Labor Counsel

The City of Scranton received two (2) proposals for Special Labor Counsel Legal Services. As noted in the Request for Qualifications, the City is seeking these services for legal representation by a firm for labor related matter, to include grievances and arbitration, as well as collective bargaining.

The Request for Qualifications sought experience in municipal law, Act 111, grievances and arbitrations, appellate court practice, and the Municipalities Financial Recovery Act. Both firms have extensive experience with the above. They both have over 70 years of combined experience in municipal labor experience. Both have represented municipal entities subject to the requirements of Act 47. Abrahamsen, Conaboy, and Abrahamsen have 7 attorneys on hand, with a support staff of seven assistants, paralegals, etc. Maiello, Brungo, and Maiello have 3 attorneys to dedicate to the City of Scranton; their support staff are not outlined.

The Request for Qualifications also sought knowledge and experience with the unique culture of the City of Scranton's labor unions. Abrahamsen, Conaboy, and Abrahamsen has fourteen (14) years of combined experience with Scranton's labor unions, to include from 1992 through 2002, and from 2014 to present. They have negotiated six (6) collective bargaining agreements on behalf of the City, handled numerous grievances and arbitrations, and also participated in negotiating the recent back pay award to police and fire unions. In the recent past, the relationship between the City administration and the unions was quite tenuous and strained, but has improved significantly; this progress is in part attributable to Abrahamsen, Conaboy, and Abrahamsen's ability to engage in fair and reasonable negotiations and dispute resolution. Maiello, Brungo, and Maiello referenced no knowledge of or experience with the labor unions of the City of Scranton.

The Request for Qualifications also sought fee pricing in the form of an hourly billable rate plus costs. Abrahamsen, Conaboy, and Abrahamsen's fees cited were \$150 per hour for attorneys, and \$0 for support staff. There are no charges for costs or travel. Maiello, Brungo, and Maiello's fees cited were \$245 per hour for partners, \$195 per hour for associates, and \$95 per hour for paralegals. They also would charge \$50 for each hour of travel time. (Travel time from their headquarters to the City of Scranton one way is approximately 4 hours and 40 minutes, which would equate to over \$200 per trip.)

As indicated above, Abrahamsen, Conaboy, and Abrahamsen have the requisite experience and training in labor law, as well as knowledge and experience with the unique culture and history of Scranton's labor relations, to serve as labor counsel for the City of Scranton, and will do so at a far more competitive rate.

Based upon the foregoing, it is the recommendation of the City Solicitor that the proposal submitted by Abrahamsen, Conaboy, and Abrahamsen be approved and a contract be executed memorializing the same.

Department of Business Administration

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



SCRANTON

June 13, 2018

Mrs. Jessica Eskra
City Solicitor
Municipal Building
Scranton, Pa. 18503

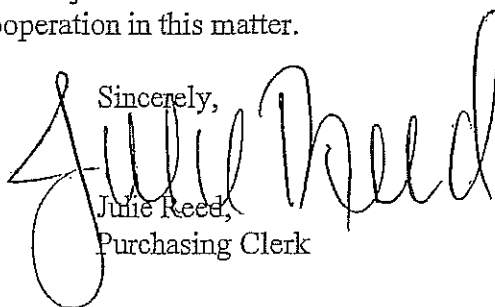
Dear Mr. Shrive

This is to inform you the R.F.Q. Proposals were opened Wednesday, June 13, 2018 in Council Chambers for **Legal Services-Special Labor Counsel for the City of Scranton**. Attached are the copies of the proposals submitted by the following companies:

**Abrahamsen, Conaboy, & Abrahamsen
Maiello, Brungo, Mainello, LLP**

After your review of the proposals, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter.

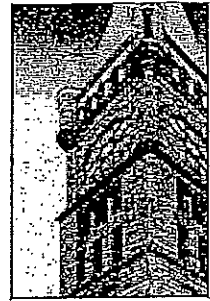
Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

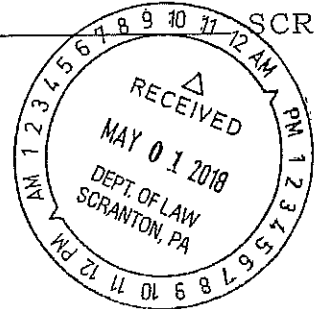
CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
✓Mrs. Jessica Eskra, City Solicitor
File

Department of Business Administration

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



May 1, 2018



Jessica Eskra, Esquire
City Solicitor
Municipal Building
Scranton Pa, 18503

Dear Attorney Eskra,

This is to inform you that proposals will be opened in Council Chambers on
Wednesday June 13, 2018 at 10:00 A.M. for the following

City of Scranton
Legal Services
Special Labor Counsel

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mrs. Rebecca McMullen, Financial Manager
Mrs. Lori Reed, City Clerk
File

REQUEST FOR QUALIFICATIONS

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 am Wednesday, June 13, 2018 at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON LEGAL SERVICES SPECIAL LABOR COUNSEL

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

Sealed envelopes containing the proposals will be received and identified by "Proposal – RFQ City of Scranton – Special Labor Counsel". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal as noted in this Request for Qualifications.

All sealed proposals must be submitted for the following scope of services: Provision of all labor and employment legal services for the City of Scranton.

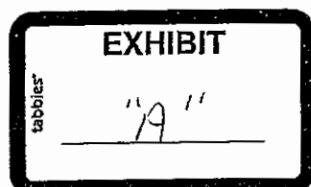
1. The applicant must have fifteen (15) years of demonstrated expertise in all facets of labor and employment law, with demonstrated experience in municipal law, Act 111, grievances and interest arbitration, experience in appellate court practice, knowledge of the workings and function of local and state government. In addition, the applicant must demonstrate specific experience with the Municipalities Financial Recovery Act. Strong preference will be given to those applicants who have experience and understanding of the unique culture of the City of Scranton's labor unions. The applicant must have sufficient qualified legal, administrative and clerical support staff to provide legal services to the City of Scranton. All applicants must identify all attorneys working with the firm and their relative experience; identify all support staff, both administrative and clerical, as well as their relative experience. The applicant must provide a statement of its in-house technology including its current operating system, ability to perform on-line legal research and all other technology the applicant believes can be utilized in a cost efficient manner for services to the City of Scranton. Each applicant shall provide a fee schedule of the professional and support staff to be utilized in the execution of this contract. The fee schedule shall include the identity of the professional, that professional's hourly rate as well as the hourly rate for all other administrative and/or support staff that may perform services in conjunction with the contract.

2. Each applicant must also provide his/her current mailing address, location of all offices, email addresses and the phone and fax numbers as part of the proposal. The proposal must likewise identify an individual to be listed as a contact person in the event questions arise concerning the proposal.

THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART OF A PROPOSAL IN CONNECTION WITH THE PROJECT.

If you have any questions, please contact Jessica Eskra, Esquire, Deputy Mayor/City Solicitor as noted in the Request for Proposal.

Jessica Eskra, Esquire Deputy Mayor/City Solicitor.



GENERAL INFORMATION

A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for legal services for special labor counsel.

B. ISSUING OFFICE

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

The sealed proposals must be submitted not later than 10:00 a.m. Wednesday, June 13, 2018. to:

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

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

“PROPOSAL – RFQ CITY OF SCRANTON – SPECIAL LABOR COUNSEL”.

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

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

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

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

C. SCOPE OF SERVICES

The City of Scranton is seeking legal representation by a litigation firm with experience in municipal law, Act 111, grievances and interest arbitration, experience in appellate court practice, and knowledge of the workings and function of local and state government. In addition, the applicant must demonstrate specific experience with the Municipalities Financial Recovery Act. The applicant must have sufficient qualified legal, administrative and clerical support staff to provide legal services to the City of Scranton. Strong preference will be given to those applicants who have experience and understanding of the unique culture of the City of Scranton's labor unions.

1. QUESTIONS

Any questions regarding this Request for Qualifications should be directed to the Law Department via email only to:

Jessica Eskra, Esquire
Deputy Mayor/City Solicitor
City of Scranton

340 North Washington Avenue
Scranton, PA 18503
Phone 570-348-4105
Email: jeskra@scrantonpa.gov

All questions must be received by 2:00 p.m. exactly one (1) week prior to the due date of submissions. Inquiries received after 2:00 p.m. will not receive responses.

No telephone calls with questions will be taken.

2. ADDENDA

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

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

3. PUBLIC OPENING

Sealed Proposals will be opened publicly at the date and time provided above.

II. GENERAL CONDITIONS

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

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

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

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

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Qualifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

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

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

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

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

J. AUTHORITY

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

K. COMPLIANCE WITH LAWS

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

L. CONTRACTOR COMPLIANCE

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

M. CONTRACT TERMINATION

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

N. CONTROLLING LAW

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

O. PROPOSAL INSURANCE REQUIREMENTS

Certificate of Insurance. A certificate of insurance of the prospective bidder's insurance coverage is required by the City of Scranton. The City requires the successful bidder to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverage must be kept in effect during the contract period. The loss of insurance coverage could result in voiding the contract.

P. BIDDER'S ETHICS AND COLLUSION

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

from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

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

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

Q. INDEMNIFICATION

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

R. OPEN RECORDS LAW/PUBLIC INFORMATION

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

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

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

S. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.

2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

III. PROBLEM STATEMENT

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

A. REJECTION OF PROPOSALS

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

B. INCURRING COSTS

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

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

D. REFERENCES

As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer. Experience in class actions and/or litigation relating to opioids will be given greater consideration in the evaluation of the proposals.

IV. CRITERIA FOR SELECTION

A. EVALUATION PROTOCOL

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

B. SELECTION BASED ON QUALIFICATIONS

The proposal selected by the City Law Department will be deemed to respond most favorably to the requirements of the Request.

V. PROPOSAL REQUIREMENTS

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

A. STATEMENT OF SERVICES RENDERED

The proposer will identify the scope of services provided to represent the municipality in labor matters.

B. MANAGEMENT SUMMARY

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

C. EXPERIENCE

Include examples of experience as a legal representative in any labor matters. The documentation of experience should include primary and secondary legal representation, if applicable, and any pertinent

experience of the support staff. References related to prior activities should be listed in the addenda section, including contact information.

D. PERSONNEL

Include the names of executive and professional personnel who will be assigned to the activities of the City of Scranton, including attorneys and support staff. Resumes for those assigned directly to the activities of the City may be included in the addenda section.

E. COST AND PRICE PROPOSAL

Fees should be solely in the form of a billable hourly rate plus costs. Varying billable rates between partners, associates, and support staff should be provided, along with all reimbursable costs to be billed.

F. RELATIONSHIPS

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

G. AFFIDAVITS

The following affidavits are required by the City of Scranton:

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

H. CONTRACT

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

I. INSURANCE COVERAGE

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

- Certificate of Insurance. A certificate of insurance of the prospective bidder's insurance coverage is required by the City of Scranton. The City requires the successful bidder to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverage must be kept in effect during the contract period. The loss of insurance coverage could result in voiding the contract. The loss of insurance coverages could result in contract termination;
- A statement of assurance attesting that the prospective proposer is not currently in violation of any regulatory rules and regulations that may impact its operations;
- A statement that the prospective proposer is not involved in any current litigation against the City of Scranton.

Attachment A. Affirmative Action Certification

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

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

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

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

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

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

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

of _____, the Bidder that has
submitted the bid;

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

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20_____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20_____

Attachment E. Disclosures by Current Contractors

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

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

VERIFICATION

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

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

Signed: _____ Date: _____

PROPOSAL FOR LEGAL SERVICES:
SPECIAL LABOR COUNSEL FOR THE CITY OF SCRANTON

Please allow this document to serve as Abrahamsen, Conaboy & Abrahamsen, P.C.'s sealed proposal for the position of Special Labor Counsel for the City of Scranton:

A. CONTACT INFORMATION:

Edwin A. Abrahamsen, Esquire is the managing partner of the law firm Abrahamsen, Conaboy & Abrahamsen, P.C. (Hereinafter referred to as "ACA"). There are presently five attorneys who comprise ACA. ACA has a principal office located at 1006 Pittston Avenue, Scranton, PA 18505. ACA also has offices throughout northeast Pennsylvania located in Milford, Stroudsburg, Mt. Pocono, Lords Valley and Tunkhannock. Attorney Abrahamsen can be reached at 570-348-0200, via facsimile at 570-348-0273 and via email at nabrahamsen@law-aca.com. In the event that Attorney Abrahamsen is unavailable to answer questions regarding this proposal, Kim Klonecke, Attorney Abrahamsen's Office Manager/Bookkeeper, can answer any questions that may arise concerning this proposal.

B. ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C. ATTORNEYS' EXPERTISE:

1. EDWIN A. ABRAHAMSEN:

Edwin A. Abrahamsen has extensive legal experience for over forty (40) years representing municipal corporations and local government agencies with their labor matters. Attorney Abrahamsen served as Special Labor Counsel for the City of Scranton from 1992 through 2002 and from February, 2014, to the present. In this capacity, he represented the City's interests in grievance and interest arbitrations, contract negotiations and proceedings before the Pennsylvania Labor Relations Board and court proceedings with the various unions that represent the City of Scranton



employees.

Attorney Abrahamsen has also served as the Solicitor for the Scranton Sewer Authority (1978-1980), the Scranton School Building Authority (1980-1994), the Scranton School District (1980-1994), the Old Forge School District (1989-1991), the Lackawanna Career Technology Center (2013-February 2014), Shohola Township (2001-2010) and Blakely Borough (1978-present). In the above-capacities, Attorney Abrahamsen has represented the aforementioned agencies and municipal corporations in all facets of labor law, including the areas for the City of Scranton as listed previously, and in appellate court practice and the general function of municipal government.

Attorney Abrahamsen is very familiar with Act 47, the Municipalities Financial Recoveries Act, 53 P.S. §11701.101, et seq. since its enactment in 1987. Attorney Abrahamsen was counsel for the City of Scranton at the time it entered distressed status. Attorney Abrahamsen worked with the various unions under the terms of Act 47 during his tenure as Special Labor Counsel for the City of Scranton. Additionally, Attorney Abrahamsen is familiar with the Pennsylvania Supreme Court's ruling in City of Scranton v. Firefighters Local Union No. 60, et al., 29 A.3d 773 (Pa. 2011). Attorney Abrahamsen actively participated in the formulation of the Recovery Plan in the area of labor relations. During the last four (4) years, he has helped formulate parts of the current Recovery Plan and had regular contact with PEL regarding labor matters.

In addition to his experience representing municipal corporations and government agencies, Attorney Abrahamsen maintains an active private practice focusing on workers' compensation, as well as, complex commercial and civil litigation. Attorney Abrahamsen is Board Certified as a Civil Trial Advocate by the National Board of Trial Advocacy and has been recognized as one of the top 100 Trial Lawyers in the United States by the National Board of Trial Lawyers. He has also been

selected as a Super Lawyer by Philadelphia Magazine.

The legal representation of the City of Scranton will be handled primarily by Attorney Abrahamsen.

2. JAMES J. CONABOY:

Attorney James J. Conaboy has a reputation of being a very strong and aggressive civil litigator. He has earned this reputation from over twenty-one (21) years of courtroom experience including obtaining one of the largest jury awards in Wyoming County. He has negotiated hundreds of cases to a profitable conclusion for his clients. Additionally, Attorney Conaboy has argued many cases before appellate courts and has obtained precedential decisions in favor of his clients. Attorney Conaboy also serves as the Solicitor for Blakely Borough. In this capacity, he has participated in the negotiation of contracts with Blakely Borough Police and non-uniform union members.

Attorney Conaboy is Board Certified as a Civil Trial Advocate by the National Board of Trial Advocacy. He has been recognized as one of the top 100 Trial Lawyers in the United States by the National Board of Trial Lawyers. He has also been selected as a Super Lawyer by Philadelphia Magazine.

3. EDWIN A. ABRAHAMSEN, JR.

Attorney Edwin A. Abrahamsen, Jr. has earned extensive litigation experience in his fourteen years of practice. Attorney Abrahamsen has tried multiple cases to their conclusion and has secured jury verdicts in favor of his clients. Attorney Abrahamsen has negotiated the amicable resolution of hundreds of claims for his clients. Edwin Abrahamsen Jr. also serves as the Solicitor for Blakely Borough. In this capacity, he participated in the negotiation with Attorney Conaboy, on behalf of Blakely Borough and secured a contract with Blakely Borough Police and non-uniformed union

members. He has been selected as a Rising Star by Philadelphia Magazine.

4. KEVIN CONABOY

Attorney Conaboy has extensive experience in civil litigation. He previously has represented U-Haul as assistant general counsel. He has negotiated multi-million dollar settlements to resolve complex civil actions. He has further tried multiple cases to conclusion and has obtained favorable jury awards for his clients. He served as Solicitor for the Lackawanna County Career Technical Center in 2013 and engaged in the negotiation of a labor contract with the union representing the teachers at the CTC. Attorney Conaboy is Board Certified as a Civil Trial Advocate by the National Board of Trial Advocacy. He has also been selected as a Super Lawyer by Philadelphia Magazine.

5. JOSHUA BORER

Attorney Borer focuses his practice area on Social Security Disability. He represents clients from Lackawanna, Luzerne, Monroe, Pike, Wayne and Wyoming counties and surrounding areas. He has also represented clients at hearings in Harrisburg and New York. Attorney Borer represents clients from the filing of the application through the appeal process, if necessary. He handles civil complaints in Federal Court when disability claims are denied by the Social Security Administration. Attorney Borer also currently serves as Solicitor to the Human Relations Commission for the City of Scranton.

C. ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C.'S SUPPORT STAFF:

ACA has assembled a strong and dedicated staff who assists in all facets of client interaction and case development. The Staff includes:

1. KIM KLONIECKE

Ms. Kloniecke is the Office Manager/Bookkeeper for the firm. She has served in the

Bookkeeper capacity since 1989 and as Office Manager since 2015.

2. BRENDA STARK

Ms. Stark is Attorney Abrahamsen's legal assistant. She has served in this capacity with various firms since 1986.

3. SUSAN PRINGLE

Ms. Pringle serves as the receptionist for the firm. She has served in this capacity since 2015.

4. CYNDIA CINTRON

Ms. Cintron is Attorney Conaboy's legal assistant. She has served in this capacity since 2011.

5. JEAN ANN PEGULA

Ms. Pegula is Attorney Abrahamsen and Attorney Borer's legal assistant. She has served in this capacity since 2013.

6 JOY LEWIS.

Ms. Lewis is the scheduling secretary for the firm. She has served in this capacity since 2016.

7. KELLY MCPHILLIPS

Ms. McPhillips is a bookkeeper and file clerk for the firm. She has served in this capacity since 2006.

D. STATEMENT OF IN-HOUSE TECHNOLOGY:

All computers within ACA are Microsoft Windows 7 Professional, Microsoft Windows 8 Professional or Microsoft Windows 10 Professional desktops and laptops. Also a Microsoft Windows 2011 Small Business Server hosts the internal applications and acts as the centralized data

containment area. Trend Micro Cloud Antivirus is utilized on the Small Business Server to protect files and to clean any rogue or infected documents before they get saved to the server. All of the in house workstations and laptops are currently using AVG Antivirus to keep the systems clean. On the Small Business Server ACA utilizes ShareSync as a backup as well as a cloud data access area for retrieving/working on files. Windows Server Backup is also being utilized on the server itself as a second form of data recovery. For Network Security a Cisco ASA 5505 Firewall is used to filter incoming and outgoing internet traffic. All systems are connected to a core switch that connects directly to the firewall. For wireless internet access, 2 Ubiquiti Long Range Wireless Access Points are used to cover the entire office area. Wireless access is secured with 128 Bit encryption and protected access with a network key. ACA maintains an active account with Thomson Reuters Westlaw, which is used to perform all on-line legal research. Finally, ACA utilizes the program PCLAW to maintain client accounts and billing.

E. PROPOSAL INSURANCE REQUIREMENTS

See Certificate of Liability Insurance and Declarations page attached.

F. REFERENCES

Thomas Wascura, Blakely Borough Manager phone number 570-241-7088

Joseph Nasser, Accountant, Nasser & Company phone number 570-840-4400

G. PROPOSAL REQUIREMENTS

1. STATEMENT OF SERVICES RENDERED

ACA will provide legal representation in municipal law matters, Act 111 matters, grievances and interest arbitration. Utilizing its extensive experience in and knowledge of local government, the Municipalities Financial Recovery Act and the understanding of the culture of the City of

Scranton's labor unions, ACA will provide representation in all labor law matters, including arbitration.

2. MANAGEMENT SUMMARY - See response above in STATEMENT OF SERVICES RENDERED.

3. EXPERIENCE

Examples of experience as legal representative in labor matters for the City of Scranton include but are not limited to negotiation of six (6) labor contracts, numerous grievances/arbitrations, unfair labor practice charges and settlement of the judgments of the Police and Fire unions against the City in the Court of Common Pleas of Lackawanna County.

4. PERSONNEL

See Section B of this Proposal, pages 1 through 5.

5. RELATIONSHIPS

ACA is currently labor counsel to the City of Scranton.

Joshua Borer is currently Solicitor for the Human Relations Commission for the City of Scranton.

6. AFFIDAVITS

The following affidavits required by the City of Scranton are attached:

- Attachment A. Affirmative Action Certificate
- Attachment B. Certificate of Non-Segregated Facilities
- Attachment D. Non-Collusion Affidavit of Prime Bidder
- Attachment E. Act 44 Disclosure Form Affidavit (Disclosures by Current Contractors) with Response Page

There is no Attachment C.

7. CONTRACT

ACA is willing to execute the City's standard professional services contract.

8. INSURANCE COVERAGE

- See Certificate of Liability Insurance and Declarations page attached.
- ACA is not currently in violation of any regulatory rules and regulations that may impact its operations.
- ACA is not involved in any current litigation against the City of Scranton.

H. FEE PROPOSAL:

ACA proposes an hourly rate of one hundred and fifty dollars (\$150) per hour for the work performed by the attorneys, with Attorney Edwin A. Abrahamsen serving as the lead attorney for any litigation and negotiations involved with the position of Special Labor Counsel for the City of Scranton. ACA will not charge an hourly fee for support staff. ACA will ask for reimbursement of out of pocket expenses incurred in furtherance of the representation of the City of Scranton.

Respectfully submitted,

ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C.

BY: _____

Edwin A. Abrahamsen, Esquire
Atty ID 23139

Abrahamsen, Conaboy & Abrahamsen, P.C.
1006 Pittston Avenue
Scranton, PA 18505
(570) 348-0200
FAX: 570-348-0273

Attachment A. Affirmative Action Certification

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


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

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

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

DATE: June 12, 2018

Abrahamsen, Conaboy & Abrahamsen, P.C.
(Name of Bidder)

BY Edwin A. Abrahamsen 

TITLE President


Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE: June 12, 2018

Abrahamsen, Conaboy & Abrahamsen, P.C.
(Name of Bidder)

BY Edwin A. Abrahamsen 

TITLE President

Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania

COUNTY OF Lackawanna

Edwin A. Abrahamsen, being
first duly sworn, deposes and says that:

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

Non-Collusion Affidavit
Signature Page

Signed 

Abrahamsen, Conaboy & Abrahamsen, P.C.

June 12, 2018

Edwin A. Abrahamsen, President

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 12th DAY OF June
_____, 20 18

Joy E. Lewis
Notary Public
(TITLE)

MY COMMISSION EXPIRES November 22
_____, 20 19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Joy E. Lewis, Notary Public
City of Scranton, Lackawanna County
My Commission Expires Nov. 22, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Attachment E. Disclosures by Current Contractors

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

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

VERIFICATION

I, Edwin A. Abrahamsen, hereby state that I am Managing Partner
for Abrahamsen, Conaboy &
Abrahamsen, P.C., and am authorized to make this verification.

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

Signed:  Date: June 12, 2018

Attachment E. Disclosures by Current Contractors

Responses:

1. Edwin A. Abrahamsen - Attorney - Current Counsel - Labor Matters
James J. Conaboy - Attorney
Edwin A. Abrahamsen, Jr. - Attorney
Kevin M. Conaboy - Attorney - Current Counsel - Litigation Matters
Joshua Borer - Attorney - Current Solicitor for Human Relations Commission for the City of Scranton
2. No.
3. No.
4. Yes. Edwin A. Abrahamsen solicited Paul Falzett, Topp Business Solutions, for Bill Courtright.
5. Yes. Edwin A. Abrahamsen made contributions to Mayor Bill Courtright and Councilmen Patrick Rogan and Timothy Perry.
6. No.
7. No.
8. Edwin A. Abrahamsen
3222 Doud Avenue
Scranton, PA 18505
Contributed to Mayor Bill Courtright and Councilmen Patrick Rogan and Timothy Perry.
9. No.
10. Edwin A. Abrahamsen completed this form.

VERIFICATION

I, Edwin A. Abrahamsen, hereby state that I am Managing Partner for Abrahamsen, Conaboy & Abrahamsen, P.C., and am authorized to make this verification.

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

Signed: _____



Date: June 12, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ROBERT S MASEYCHIK AGENCY INC 1016 PITTSTON AVE STE 201 SCRANTON PA 18505	CONTACT NAME: MOLLIE MASEYCHIK PHONE (A/C, No, Ext): (570)348-3731 FAX (A/C, No): (570)348-3766 E-MAIL ADDRESS: MMASEYCHIK@WEINSURE.NET
INSURED ABRAHAMSEN, CONABOY & ABRAHAMSEN, P.C. 1016 PITTSTON AVE SCRANTON PA 18505	INSURER(S) AFFORDING COVERAGE INSURER A: AmGUARD Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		ABPL847015	12/08/2017	12/08/2018	EACH CLAIM \$2,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LAWYERS PROFESSIONAL LIABILITY

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF SCRANTON 340 N WASHINGTON AVE SCRANTON PA 18503	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Issue Dated: 12/08/2017

Policy Number: ABPL847015



LAWYERS PROFESSIONAL LIABILITY

Renewal of: NEW

Carrier: AmGUARD Insurance Company — A Stock Company

**THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE REVIEW YOUR POLICY CAREFULLY
THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AND REPORTED
AGAINST THE INSURED DURING THE POLICY PERIOD.**

DECLARATIONS

[1]	Named Insured and Mailing Address Abrahamsen, Conaboy & Abrahamsen, P.C. 1006 Pittston Ave Scranton, PA 18505	[2]	Agency ROBERT S. MASEYCHIK AGENCY INC. 1016 Pittston Ave Suite 201 Scranton, PA 18505
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[3]	Policy Period From 12/08/2017 to 12/08/2018 12:01 AM standard time at the Mailing Address of the Named Insured.
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[4]	Limit of Liability \$2,000,000 Each Claim \$2,000,000 Aggregate Claim Expenses - Claims expenses are included within the Limit of Liability
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[5]	Deductible \$15,000 Per Claim
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42390

[6]	Premium \$15,810.00 Amount No. of Lawyers 7
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[7]	Forms Attached at Issuance IL 99 00 08 13 – Authorization and Attestation LPL 00 03 08 15 – Aggregate Deductible LPL 00 12 08 15 – Full Firm Prior Acts Endorsements LPL 00 18 08 15 – Prior Acts Exclusion LPL 00 32 06 17 – Add Aggregate Deductible LPL 37 01 08 15 – Pennsylvania Changes LPL 00 00 08 15 – Lawyers Professional Liability Coverage LPL DEC 08 17 – Policy Dec LPL WEL LET – Welcome Letter
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By acceptance of this policy, the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all the agreements existing between the Insured and the Company or any of its representatives relating to this insurance.



DEPARTMENT OF LAW

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

June 29, 2018

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

RECEIVED

JUL 02 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
PROFESSIONAL SERVICES CONTRACT WITH ABRAHAMSEN, CONABOY &
ABRAHAMSEN, P.C. FOR SPECIAL LABOR COUNSEL LEGAL SERVICES FOR
THE CITY OF SCRANTON.

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 A PROFESSIONAL SERVICES CONTRACT WITH LABELLA ASSOCIATES FOR CITY OF SCRANTON GENERAL CONSULTING ENGINEERING SERVICES FOR THE PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2021.

WHEREAS, a request for qualifications was advertised for City of Scranton General Consulting Engineering Services, three (3) proposals were submitted for review; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Professional Services Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with LaBella Associates, for City of Scranton General Consulting Engineering Services for the period August 1, 2018 through July 31, 2021.

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

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

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

CONTRACT

This contract entered into this ____ day of _____, 2018 effective from
August 1, 2018 to July 31, 2021 by and between the City of Scranton, 340 North
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

LABELLA ASSOCIATES
100 DUNHAM DRIVE, SUITE B
DUNMORE, PA 18512
PHONE NO. (570) 342-3101

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of
providing City of Scranton General Consulting Engineering Services. The Contractor hereby
covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON
GENERAL CONSULTING ENGINEERING SERVICES
FOR PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2021
PER THE ATTACHED BID PROPOSAL AND SPECIFICATIONS
FOR A LUMP SUM OF \$6,300.00 PER MONTH
TOTAL CONTRACT AMOUNT \$226,800.00

Said services to be furnished and delivered in strict and entire conformity with Scranton's
Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference
thereto and the Bid Proposal submitted by LaBella Associates dated June 20, 2018 attached
hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal
and Specifications are hereby made part of this Agreement as fully and with the same effect as if
set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

- (a) Name of insurance company, policy number, and expiration data;
- (b) The coverage required and the limits on each, including the amount of

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

LABELLA ASSOCIATES

BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

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



SCRANTON

June 26, 2018

Memo

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

From: David Bulzoni, Business Administrator

Re: **Consulting Engineering Services – General Recommendation**

All,

The City of Scranton received proposals on June 25, 2018 following the publication of a Request for Qualifications supporting the City's interest in securing general engineering consulting services.

The following engineering firms submitted qualification proposals:

1. GPI, \$225,000
2. LaBella, \$226,800
3. Dumack Engineering, varied hourly rates ranging from \$65.00/hr. to \$175.00/hr.

Following a proposal review, a recommendation is made by the office to retain LaBella PC. While the cost of the LaBella is marginally greater than that submitted by GPI, the firm more closely meets the set of defined responsibilities identified in the qualifications proposal. These responsibilities were delineated in the Scope of Services section of the RFQ.

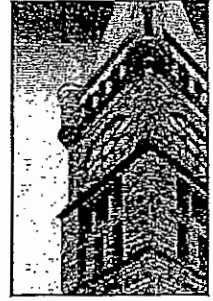
LaBella has a significant base of historical knowledge relative to current, ongoing projects, such as the anticipated TIP bridge project, and those completed previously. Matching this knowledge set would be difficult, and while not a final determining factor, this attribute does provide significant value to the City. The base of knowledge has resulted in an efficient and cost effective relationship. Bypassing the need to undertake general research provides a cost advantage not only to the firm in completing more work timely, but to the City as well as recipient of those efforts. Given the nominal difference in contract cost, further retention would be beneficial to the City.

The inability to determine the contract cost of Dumack Engineering detracted from the value of a proposal which met the City qualification. GPI is an excellent firm and is presently under contract by the City to assist with the completion of the treehouse project. A more significant cost difference may have warranted their selection.

Based on the above information, the Office of the Business Administrator recommends the approval of the proposal submitted by LaBella PC and the subsequent contract with the firm.

Department of Business Administration

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



SCRANTON

June 25, 2018

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

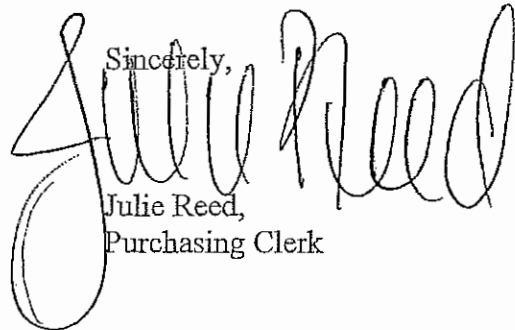
Dear Mr. Bulzoni,

This is to inform you that proposals were opened Monday, June 25, 2018 in Council Chambers for the **City Of Scranton Consulting Engineering Services-General, August 1, 2018 thru July 31, 2021**. Attached are the copies of the proposals submitted by the following companies:

LaBella
Dumack Engineering
GPI

After your review of the proposals, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter.

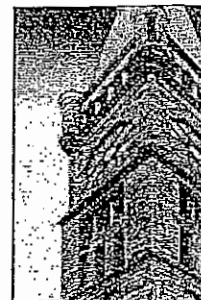
Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni, Business Administrator
Mrs. Lori Reed, City Clerk
Mrs. Jessica Boyles Eskra, City Solicitor
File

Department of Business Administration

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



SCRANTON

May 29, 2018

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton Pa, 18503

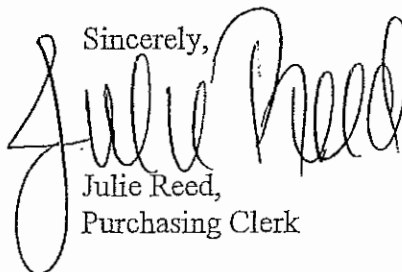
Dear Mr. Bulzoni,

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

**CITY OF SCRANTON
REQUEST FOR QUALIFICATIONS
CONSULTING ENGINEERING SERVICES—GENERAL
AUGUST 1, 2018-JULY 31, 2021**

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mr. David Bulzoni, Business Administrator
Mrs. Rebecca McMullen, Financial Manager
✓ Atty. Jessica Eskra, City Solicitor
File

CITY OF SCRANTON
REQUEST FOR QUALIFICATIONS
CONSULTING ENGINEERING SERVICES - GENERAL

The City of Scranton invites you to submit a qualifications proposal for CONSULTING ENGINEERING SERVICES- GENERAL.

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

CITY OF SCRANTON
CONSULTING ENGINEERING SERVICES – GENERAL
AUGUST 1, 2018 – JULY 31, 2021

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

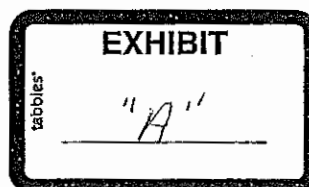
The City of Scranton seeks the expertise of an individual or firm to provide the expertise and resources for general Consulting Engineering Services. Submissions should emphasize the scope of services available to enable the City to determine that its needs will be met in an economical, efficient, and professional manner. Your specific experience should be highlighted in your submission. The contract will be effective for a three (3) year period as noted above.

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

If you have any questions, please contact David Bulzoni, Business Administrator, at 570-348-4214 or dbulzoni@scrantonpa.gov. Questions must be submitted in written or email form. All questions must be received by 2:00 P.M. on June 18, 2018. Inquires received following this date and time shall not receive responses.

David M. Bulzoni

Business Administrator



REQUEST FOR QUALIFICATIONS

The City of Scranton is seeking qualification proposals from professional engineering firms or individuals to provide the services of Consulting Engineer. The responsibility of the Consulting Engineer is to provide engineering, design, contract administration, inspection, and oversight of various projects as required by the City of Scranton.

The responding firm or individual should demonstrate knowledge and technical capabilities to provide design, oversight, inspection, and monitoring as needed to assure the proper performance of all responsibilities associated with the position of Consulting Engineer for successful completion of projects assigned by the City. The Consulting Engineer will be assigned projects by the City on an as needed basis. The Consulting Engineer will have a thorough understanding of laws and regulations affecting the City of Scranton as well as a strong familiarity with City legislation and initiatives.

I. GENERAL SCOPE OF INFORMATION

A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for general engineering services. The City of Scranton is seeking professional services and advice by an experienced engineer or engineering firm for general engineering services

The City of Scranton reserves the right to issue supplemental addenda information regarding this Request for Qualifications at its discretion. In such event, addenda information shall be sent to those individuals or firms that formally sought the Request.

B. ISSUING OFFICE

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

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

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

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

“Proposal – RFQ – City of Scranton Consulting Engineering Services – General”.

3. Proposals must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.
4. Proposals will be handled confidentially by the City during the pre-award process.
5. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
6. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.
7. Proposals received after the deadline will not be accepted.
8. Proposals not properly addressed shall not be accepted.
9. The City of Scranton assumes no responsibility for improperly delivered proposals, carrier delays, or interruptions in the delivery service causing the proposal to be submitted following the deadline.
10. Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Business Office at the above address prior to the date and time set for receipt of proposals. The request must be made formally in writing or electronically by email.

C. RIGHT TO REJECT PROPOSALS

This request does not commit the City of Scranton to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFQ, or to procure or contract for services. The City of Scranton intends to award a contract on the basis of the best interests and advantage of the City, and reserves the right to reject any or all proposals received as a result of this Request, in part, or in entirety, if deemed in the best interest of the City.

D. AWARD

The award will be made, in the sole discretion of the City, to the responsive and responsible proposer whose proposal, conforming to the Request specifications, will be the most cost effective and responsive to the needs of the City.

E. INSURANCE

No proposer shall commence work under this contract until all insurance has been obtained as required hereafter and such insurance has been approved by the City. If applicable, the contractor shall not advise any subcontractor to commence any work on the subcontract until all such insurance required by the contractor has been obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of each contractor.

The Proposer must have Professional Liability Insurance. The insurer on all such policies must be licensed for business in Pennsylvania. If applicable, the City of Scranton shall be named as the additional insured on all policies covering the project.

If requested, the certificate of general liability insurance will be filed with the City's Office of Business Administration, Purchasing Department. The certificate of insurance shall contain the following endorsement:

"It is understood that the insurance company will notify the City of Scranton, Office of Business Administration, Purchasing Department, at least thirty days prior to any changes or cancellation."

F. PUBLIC OPENING

Sealed Qualification Proposals will be opened publicly on June 25, 2018 at 10:00 A.M.

II. GENERAL CONDITIONS

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

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

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

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

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Qualifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

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

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

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

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

J. The City Business Administrator, or designee, has the sole responsibility to respond to inquiries regarding the Request for Qualifications.

K. COMPLIANCE WITH LAWS

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

L. CONTRACTOR COMPLIANCE

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

M. CONTRACT TERMINATION

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

N. CONTROLLING LAW

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

O. PROPOSAL INSURANCE REQUIREMENTS

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

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate

Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury	\$300,000 each person \$500,000 each occurrence
Property Damage	\$500,000 each occurrence

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

P. BIDDER'S ETHICS AND COLLUSION

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

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

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

Q. INDEMNIFICATION

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

R. OPEN RECORDS LAW/PUBLIC INFORMATION

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

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

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

S. TRANSFERS AND ASSIGNMENTS

Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.

Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

III. PROBLEM STATEMENT

The Request for Qualifications format for professional services enables the City to thoroughly evaluate the conditions for selection such as qualifications or requirements note below.

A. REJECTION OF PROPOSALS

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

B. INCURRING COSTS

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

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

D. REFERENCES

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

IV. CRITERIA FOR SELECTION

A. EVALUATION PROTOCOL

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

B. General Statement of Duties and Responsibilities:

The work shall incorporate all general tasks as assigned necessary for the successful completion of projects including but not limited to the following:

1. Surveying;
2. Engineering Design;
3. Preparation and review of construction/bid documents and estimates;
4. Permit Applications.

Specific responsibilities will include but are not limited to:

1. Review all subdivision and land development site plans, including storm water, drainage, erosion, and sediment control plans;
2. Serve as liaison to the City Planning Commission on an as needed basis;
3. Conduct traffic and parking reviews as directed;
4. Conduct building and structure assessments as requested by the Department of Licenses and Permits;
5. Review payment requests as needed for engineers, contractors and/or related parties for accuracy. This procedure will include state agencies or federal departments involved with City highway, bridge, storm water, flood control, traffic signal, and roadway improvement projects.
6. Provide direct engineering support to the City Department of Public Works as needed;
7. Oversee, review and approve work by project specific consulting engineering firms;
8. Serve as proxy for the City of Scranton with the Pennsylvania Department of Transportation or other state agencies as needed;

V. PROPOSAL REQUIREMENTS

An individual applicant must be registered as a Professional Engineer in the Commonwealth of Pennsylvania. A firm must retain professional licensure in the Commonwealth of Pennsylvania. The proposing party must demonstrate depth of operation to meet the above City requirements. Consideration will be based, in part, on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposal.

A. MANAGEMENT SUMMARY

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

B. EXPERIENCE

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

C. PERSONNEL

Include the names of executive and professional personnel who will be assigned to City of Scranton activities. Resumes of those assigned directly to the activities of the City of Scranton may be included in an addenda section.

D. COST AND PRICE PROPOSAL

The response shall include a Fixed Cost Proposal. Expenses for telephone, facsimile and computer charges will not be allowed.

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

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

E. RELATIONSHIPS

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

F. AFFIDAVITS

The following affidavits are required by the City of Scranton:

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

G. CONTRACT

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

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

1. A certificate of insurance of the prospective bidder's insurance coverage. All insurance coverages must be kept in effect during the contract period. The loss of insurance coverages could result in voiding of the contract.
2. A statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations.
3. A statement that the prospective bidder is not involved in any current litigation with the City.

Insurance

Proposals must include a statement of the prospective bidder's insurance coverage. Proposer shall procure and maintain, at its own cost and expense, insurance with companies that have an A.M. Best's Rating of not less than A- and acceptable to City of Scranton, with coverage limits of not less than stipulated below. The City of Scranton, the Commonwealth of Pennsylvania, and their respective officers, employees, directors, boards, Commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability and Excess/Umbrella Liability Insurance policies. An endorsement is required stating that Proposer's policies will be primary to any other coverage available to the City of Scranton and/or the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents. Any insurance maintained by the City of Scranton will be excess and non-contributory. Furthermore, no act or omission of the City of Scranton and/or the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall invalidate the coverage. All insurance coverage must be kept in effect during the Contract Period. Loss of insurance coverages could result in the voiding/termination of the Contract.

- Worker's Compensation and Employers Liability. Worker's Compensation Insurance as required by statute. Employers Liability coverage to be carried with limits of not less than \$1,000,000.00/per accident, \$1,000,000.00/disease (policy limit), \$1,000,000.00/disease (each employee).
- Commercial General Liability. Commercial General Liability Insurance is required with limits of not less than \$1,000,000.00 Each Occurrence; \$2,000,000.00 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate and \$1,000,000.00 Personal/Advertising Injury. The policy shall also cover liability arising from Blanket Contractual, Broad Form Property Damage, liability assumed under an insured contract (including tort liability of another assumed in a business contract), and Personal Injury (including coverage for discrimination, defamation, harassment, malicious prosecution, slander, and mental anguish). Products and Completed Operations must be included. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. Such policy must contain a "Severability of Interests" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent, or on any other basis, that is available to the contractor or its subcontractor covering liability for damages

because of Bodily Injury or Property Damage for which the contractor has been included as an Additional Insured. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

- Automobile Liability. Business Automobile Liability covering all owned, non-owned, and hired autos in required with limits of not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. The City of Scranton, and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions, and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- Excess/Umbrella Liability. Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$5,000,000.00 in Any One Claim or Occurrence. Coverage shall include, but not be limited to, coverage provided by any underlying insurance. Underlying insurance shall include all liability coverage required by this contract except Professional Liability/Errors or Omissions coverage as outlined below. The City of Scranton and the Commonwealth of Pennsylvania and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- Professional Liability/Errors Et Omissions Coverage. Evidence of Professional Liability/Errors Et Omissions coverage, including Privacy Liability, must be provided, with limits of not less than \$2,000,000.00, with a deductible not to exceed \$10,000.00. Errors Et Omissions coverage shall be applicable to any occurrence arising out of the performance of services required under the Professional Services Contract and shall cover liability arising from information technology services including, but not limited to, intellectual property infringement, privacy infringement, and, if applicable, software development services and computer or electronic information technology services. Coverage under an occurrence form shall be maintained in full force and effect under the policy during the contract period. Under a claims made form, continuous coverage is required. Should an Extended Discovery Period or "tail" coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years.
- Fidelity/Blanket Crime Insurance. Evidence of Fidelity/Blanket Crime Insurance with an Employee Dishonesty limit of not less than \$500,000 shall be submitted to the City of Scranton prior to the commencement of services. Proposer must maintain Third Party (includes money, securities, client's property, and other properties) coverage under the Crime policy. The City of Scranton shall be included as a co-loss payee. A copy of the actual Loss Payee Endorsement is required.

Additional Provisions

A certificate of insurance evidencing all of the above coverages shall be filed with the City of Scranton prior to the commencement of work. If applicable, it shall be the responsibility of the successful Proposer to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein. Proper evidence of this compliance must be forwarded to the City of Scranton prior to the inception of any work by subcontractor.

Renewal certificates and policies, as required, shall be forwarded to the City of Scranton for as long as professional contractor performs the work as specified in this contract. All certificates and policies shall contain a provision that coverage afforded will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to the City of Scranton.

Proposals must include a statement of assurance that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations, as well as a statement that the prospective bidder is not involved in any current litigation with the City of Scranton.

Proposals must include a copy of any and all contractual language, including any and all governing terms of the agreement.

Indemnification

The Proposer will be required in the contract to "protect, defend, indemnify and hold harmless the City of Scranton, and the Commonwealth of Pennsylvania, and their respective officers, directors, boards, commissions, commissioners, agents, contractors, employees, and/or their invitees from and against all claims, demands, loss, fines, penalties, and causes of action, damages, or liability (i) for bodily injury, including death, and for damage to property, including the property of any of them, incurred by reason of any willful or negligent act of commission or omission of successful Proposer, its agents or employees, arising out of or taking place in the courts of the performance of this contract; (ii) or results from or arises out of the violation of any third party's trade secrets, trademarks, copyright, patent rights, or other proprietary rights in connection with a breach of any warranty set forth in the contract." The indemnification shall include the fees and expenses of attorneys and experts, etc. The Successful Proposer's indemnification expressly includes any claims for personal injuries or death made by or on behalf of Proposer's employees against the City of Scranton, the Commonwealth of Pennsylvania and each of their respective employees, officers, directors, commissions, commissioners, agents, contractors, employees, and/or invitees.

The City of Scranton does not indemnify.

Certificate of Non-Indebtedness

The Proposer will be required to certify and represent that Proposer and Proposer's parent company(ies) and subsidiary(ies) are not indebted (at the time of signing of the contract) to the Commonwealth of Pennsylvania, or the City of Scranton, and will not at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City of Scranton at law or in equity, Proposer acknowledges that upon any breach or failure to confirm to such certification the City of Scranton shall have the right to, and may, at the option of the City of Scranton, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City of Scranton's satisfaction within a reasonable time frame as specified by the City of Scranton in writing, this will offset any such indebtedness against said payments and/or terminate this Agreement for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).

Non-Discrimination

Proposer shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex, or sexual orientation. In the event of such discrimination, the City of Scranton may, in addition to any other rights or remedies available under the contract, at law or in equity, terminate any contract with Proposer forthwith.

Proposer shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. §200d et seq.), §504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. §794), The Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age, and religion.

Proposer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in any contract of Proposer with the City of Scranton or from activities or services provided under such contract. As a condition of accepting and executing such contract, Proposer shall comply with all provisions of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Proposer, (b) to the benefits, services, activities, facilities, and programs provided in connection with this Agreement, (c) to the City of Scranton, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities, and programs of the City of Scranton or of the Commonwealth.

Without limiting the generality of the preceding sentence, Proposer shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of "The Americans with Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs, and activities provided by the City of Scranton through contracts with outsider contractors.

Governing Laws

Any contract entered into by the City of Scranton will be executed in and shall be governed by the laws of the Commonwealth of Pennsylvania.

Certain Required Disclosures

In accordance with the Commonwealth of Pennsylvania's contract reform legislation, persons and entities who wish to provide goods and services to the City of Scranton must provide certain information about contributions they have made to elected City officials or candidates for City offices. All Proposers must include such completed attachment with their Proposals. Please note that the selected Proposer will be required to update such disclosure during the term of its agreement with the City of Scranton and for one (1) year thereafter.

Disclosures by Current Contractors

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

official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

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

VERIFICATION

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

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

Signed: _____ Date: _____

AFFIRMATIVE ACTION CERTIFICATION

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

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE _____

(Name of Bidder)

By _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

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

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

of _____, the Bidder that has submitted the bid;

2) He is fully informed respecting the preparation and contents of the attached
Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents,
Representatives, employees or parties in interest, including this affiant, has in any
way colluded, conspired, connived or agreed, directly or indirectly with any other
Bidder, firm or person to submit a collusive or sham Bid in connection with the
Contract for which the attached Bid has been submitted or to refrain from bidding
in connection with such Contract, or has in any manner, directly or indirectly, sought
by agreement or collusion or communication or conference with any other Bidder, firm,
or person to fix the price or prices in the attached Bid or of any other Bidder, or to
fix any overhead, profit or cost element of the Bid price or the Bid price of any other
Bidder, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the CITY OF SCRANTON (Local Public Agency)
or any person interested in the proposed Contract; and;

5) The price or prices quoted in the attached Bid are fair and proper and are
not tainted by any collusion, conspiracy, connivance or unlawful agreement on the
part of the Bidder or any of its agents, representatives, owners, employees or parties
in interest, including this affiant.

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

(TITLE)

MY COMMISSION EXPIRES _____, 20____

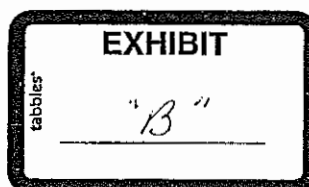
Prepared For:
Office of the Business
Administrator
City of Scranton
4th Floor
340 North Washington Ave.

Submitted by:
LaBella Associates
100 Dunham Dr.
Suite B
Dunmore, PA, 18512
(570) 342-3101



Consulting Engineering Services - General

JUNE 25, 2018



Prepared For:
Office of the Business
Administrator
City of Scranton
4th Floor
340 North Washington Ave.

Submitted by:
LaBella Associates
100 Dunham Dr.
Suite B
Dunmore, PA, 18512
(570) 342-3101



Consulting Engineering Services - General

JUNE 25, 2018

**CITY OF SCRANTON
REQUEST FOR QUALIFICATIONS**

**CONSULTING ENGINEERING SERVICES – GENERAL
AUGUST 1, 2018 THROUGH JULY 31, 2021**

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 - Certificate of Non-Segregated Facilities
 - Non-Collusion Affidavit of Prime Bidder
- Required Statements



June 25, 2018

City of Scranton
Office of the Business Administrator
Fourth Floor, City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503

**Re: RFQ - City of Scranton
Consulting Engineering Services - General
August 1, 2018 through July 31, 2021**

Ladies and Gentlemen:

LaBella Associates is pleased to submit this response to your RFQ for Consulting Engineering Services – General for City of Scranton. This Contract is to run from August 1, 2018 through July 31, 2021.

Should you have any questions, or need any additional information, please feel free to contact our office at (570) 342-3101.

Very truly yours,

David J. Osborne, P.E.
Regional Manager

DJO/lmh
Z:MARKETING:2018 CITY OF SCRANTON:Transmittal
c File



REFERENCES

LaBella has provided services for the following local entities:

City of Scranton

Mr. Dennis Gallagher, Director
Department of Public Works
101 West Poplar Street
Scranton, Pennsylvania 18509
Office: 570-348-4180
Cell: 570-357-4988
Fax: 570-348-0197
Email: dgallagher@scrantonpa.gov

Pennsylvania American Water Company

Mr. Daniel Rickard, P.E., Sr. Project Manager
2699 Stafford Avenue
Scranton, Pennsylvania 18505
Office: 570-351-0131
Cell: 570-371-1906
Fax: 570-351-0125
Email: daniel.rickard@amwater.com

Roaring Brook Township

Mr. Eric Schield, Roadmaster
430 Blue Shutters Road
Roaring Brook Township, Pennsylvania 18444
Phone: 570-842-6080
Email: rbt_road_dept@comcast.net

Pennsylvania Department of Transportation – Engineering District 4-0

Mr. Chris Tomaszewski, District Liaison Engineer
55 Keystone Industrial Park
Dunmore, Pennsylvania 18512
Phone: 570-963-3326
Fax: 570-963-4949
Email: ctomaszws@state.pa.us

GENERAL STATEMENT OF DUTIES AND RESPONSIBILITIES

Specific responsibilities will include but are not limited to:

- Review all subdivision and land development site plans, including stormwater, drainage, and erosion and sedimentation control plans.
- Serve as liaison to the City Planning Commission on an as needed basis.
- Conduct traffic and parking reviews as directed.
- Conduct building and structure assessments as requested by the Department of Licenses and Permits.
- Review payment requests as needed for engineers, contractors and/or related parties for accuracy. This procedure will include State agencies or Federal departments involved with City highway, bridge, stormwater, flood control, traffic signal, and roadway improvement projects.
- Provide direct engineering support to the City Department of Public Works as needed.
- Oversee, review and approve work by project specific consulting engineering firms.
- Serve as proxy for the City of Scranton with the Pennsylvania Department of Transportation or other state agencies, as needed.



MANAGEMENT SUMMARY

In order to insure the delivery of professional consulting engineering services, LaBella has a team of professionals that consists of personnel with a proven history of strong performance serving as City Engineer for the City of Scranton since 2011.

John J. Pocius, P.E., P.L.S., will continue to serve as City Engineer and Main Point of Contact with all City Officials, including the Mayor's office, Director of Public Works, City Planner, City Solicitor, City Business Administrator, Director of Licensing and Inspection, Scranton Police Department and Scranton Fire Department. His cell phone number and e-mail is shared with all of the above and he is on call for City issues 24/7/365.

Mr. Pocius is supported by a staff of proven professionals, including *David J. Osborne, P.E.*, who will respond in Mr. Pocius' absence. *Chris Stefursky, E.I.T.*, provides reviews on all subdivision/land development projects and works closely with City Planner Don King and Mr. Pocius for each month's meeting. *Eric Speicher, P.E.*, will provide structural engineering consultation as necessary. *Kevin McHugh, C.B.S.I.*, provides inputs and advice on NBIS Bridge Inspection Reports completed by PennDOT's consultants.

Resumes of the above listed key personnel are attached for your review. In addition to the above listed personnel, our Dunmore Office can call upon any of our 700 talented individuals company-wide to assist with assignments.

Mr. Pocius understands the importance of a quick response and scheduling on issues critical to the City's infrastructure needs. We are keenly aware that certain tasks cannot be delayed and will respond and provide competent professional engineering consultation in a timely and efficient manner.

EXPERIENCE

LaBella serves as the current Consulting Engineering Firm for the City of Scranton under the 2016-2018 contract. In that capacity, and throughout our former City Engineer Contracts, we have provided numerous services to the City. A cross-section of those projects include:

(*Indicates a project that is on-going)

- Moses Taylor Phase I – Property Demolition – S/W Consistency Letter
- 1400 Block E. Locust Street – Driveway Pipes
- 1105 W. Locust Street – Sinkhole
- Harrison Avenue Bridge Lighting and Sidewalk Agreements
- CBD Traffic Signal Project
- West Linden Street/Mt. Pleasant Drive Traffic Signal Start-Up
- S.R. 0011 (Spruce Street) – Temporary Highway Lighting
- E. Locust Street/S. Irving Avenue – Stop Sign Evaluation
- Sunset Street/Penn Avenue – Stop Sign Evaluation
- 500 Block Bogart Place – One Way Evaluation
- Keyser Avenue/Ransom Road/Continental Street Traffic Signal Permit Nos. 04172, 40087 and 40199
- Harrison Avenue/E. Gibson Street – No Parking Sign Evaluation
- 1000 Block Buenzli Court – Street Light Request
- Bogart Court Pedestrian Bridge Meetings
- PennDOT Main Avenue Traffic Signals (9 intersections)*
- 321 Rosen Court – Wall Collapse
- Nay Aug Avenue Trail Head – S/W Consistency Letter
- Community Life Support Inlet – PennDOT Coordination
- Nay Aug Zoo Sewage System – PADEP Complaint
- 1132 Eureka Avenue – Street Light Request
- PA One Call System, Inc.
- ECMS Stafford Avenue Bridge – PennDOT
- 500 Block Spruce Street/COLTS Bus Stop – No Parking
- 500/600 Block Adams Avenue – No Parking
- 1300 Block Roundwoods Place – Street Light Request
- Green Light – Go Program *
- Alder Street/S. Webster Avenue – Stop Sign Request
- Los Robles Street/N. Sumner Avenue – Stop Sign Request
- I-81/Route 6 Traffic Signal Evaluation
- Lackawanna Heritage Trail – Lackawanna Avenue Connection
- Kane Street – Weight Limit/Truck Ban Evaluation
- 200 Block N. Lincoln Avenue – Street Light Request
- Wyoming Avenue/Lackawanna Avenue – PennDOT - Pedestrian Timing Adjustment



- East Mountain Road – Centerline Joint Evaluation
- Ferdinand Street/Serene Avenue – Stop Sign Request
- 100 Block Mary Ann Street – Lawsuit
- 352-354 Maple Street – LIPS
- 347-349 E. Locust Street – LIPS
- 116-118 S. Bromley – LIPS
- 306 Penn Avenue – LIPS
- Turock Retaining Wall – LIPS
- 11 Throop Street – Certificate of Demolition – LIPS
- 134 S. Bromley Avenue – LIPS
- 300 Block Oakford Court – Loading Zone Evaluation
- 3200 Block Augusta Avenue – Storm Sewer
- 3000 Block McCarthy Street – Curbing Repair
- Steamtown NHS Retaining Wall – MPT Review
- 703/705 E. Market Street – Fire – LIPS
- 632 Moosic Street – Structural Evaluation - LIPS
- Fawnwood Lawsuit
- PennDOT LTAP – LSRCF
- James Votta vs. TSE, Inc., et al – Lawsuit
- 300 Block N. Washington Avenue – Ruane Parking Lot Review
- ALMAR Detention Pond Report
- CBD Traffic Signals – As Builts*
- 700 Block Gilbert Street – Street Light Request
- 319 12th Avenue – Emergency Demolition – Fire
- N. Main Avenue/Parker Street – Traffic Signal Design – ARLE Grant*
- 1201 Capouse Avenue – Fire – Demolition Evaluation
- Sandone Tire – Fire – Public Safety Evaluations
- 2016 City Paving Program
- Traffic Signal Permit No. 02007 – Green Ridge Street/Capouse Avenue
- PAWC Water Main Relocation Plan – N. Main Avenue/Providence Road
- 900 Block Jones Court – Vacation
- File of Council No. 102 2015 – Streets and Sidewalks
- Ash Street/Ridge Avenue – Stop Sign Request
- Ferdinand Street/Sweeney Avenue – Stop Sign Request
- Clay Avenue/Olive Street – Crosswalk Evaluation
- Traffic Signal Permit Nos. 40032, 10166, and 40123
- Prescott Avenue/Vine Street/Olive Street – Stop Sign Request
- 922-930 Meadow Avenue – LIPS
- 1700 Block McDonough Avenue – Street Light Request
- K-0107 Main Avenue – PennDOT Municipal Officials Response Form
- 400 Block Dix Court – Traffic Evaluation
- Dorothy Street/N. Everett Avenue – Stop Sign Request
- Traffic Signal Permit Nos. 06558, 06467 and 40032
- Scranton Levee Project Mitigation – Parker House Area*
- 901-903 Capouse Avenue – Demolition Evaluation – LIPS
- PennDOT TSAMS – Traffic Signal Asset Management System*
- PUC Field Meeting – Dickson Avenue
- 200 Block Phinney Street – Street Light Request



- UGI vs. City of Scranton - Lawsuit*
- Brown Avenue CSO #37 – ACOE – Levee Evaluation
- Prescott Avenue/Ash Street – Parking Evaluations
- 2100 Block Wyoming Avenue – Street Light Request
- Meadow Brook Flood Protection Project*
- 2006 Edna Avenue – Demolition – LIPS
- Gilbert Street/Durkin Avenue – Stop Sign Request
- Cedar Avenue/McDonough Street – Stop Sign Request
- 300 & 400 Blocks S. 10th Avenue – One Way Evaluation
- Traffic Signal Permit Nos. W-4064, W-4065 and W-4066 – U of S LED Warning Lights
- COLTS Intermodal Facility – ADA Ramp
- 700 Block Deacon Street – One Way/No Parking Evaluation
- Harrison Avenue Bridge Project Meetings*
- Roaring Brook Flood Protection Project*
- City Planning Commission*
 - 50 Subdivision Reviews
 - 20 Land Development Reviews
- MPO Technical/Coordinating Committee Meetings*
- Whittier School Drainage Issue – LIPS
- Rockwell Avenue Bridge – Construction Administration
- NBIS – Priority Maintenance Items Implementation for City Bridges*
- Traffic Signal Permit No. 40332 North Main Avenue and Parker Street*
- 2017 Paving Program
- Scranton Local Flood Protection Project*
- River Street Truck Ban Cedar Avenue to Meadow Avenue
- 300 Block 16th Avenue-Street Light Request
- Applications for Traffic Signal Permits- South and North Main Avenue-Eynon Street to Providence Road*
- Application for Traffic Signal Approval-Elm Street and Lackawanna River Heritage Trail Intersection*
- PPL Summit 230/69 KV Substation- North Keyser Avenue
- 637-639 Madison Avenue-Head-Start Day Care-No Parking Signs
- PennDOT Bridge Documents-West Lackawanna Avenue, Elm Street and North Main Avenue Bridges*
- Application For Traffic Signal Approval-Broadway Street and Lackawanna River Heritage Trail Intersection*
- Prospect Avenue and River Street-Stop Sign Request
- Walsh Street and Hamm Court-Street Light Request
- Rockwell Avenue Bridge Agreement No. 041222 6th Amendment
- 2216 Kelly Avenue-Street Light Request
- 1800 Block Cusick Avenue-Street Light Request
- Swetland Street and North Lincoln Avenue-Stop Sign Request
- City of Scranton ARLE GRANT Agreement No. 041R128-Invoices Nos. 2 and 3
- Application for Traffic Signal Approval-Permit No. 6358-GreenRidge Street and Sanderson Avenue*
- PennDOT HOP Appl. #154353, PNRRA, 700 Block Wyoming Avenue (SR 3025)-No Parking Ordinance
- River Street between South Washington Avenue and Mattes Avenue-No Parking Signs



- Application for Traffic Signal Approval-Permit Nos. 40115 and 40308-West Linden street and N. Eighth Avenue/Seventh Avenue*
- PPL Structure 38-3 Across From Neil Armstrong School
- Fawnwood Heights Paving Estimate
- PAWC/City of Scranton Monthly Stormwater Meetings*
- 506 Lackawanna Avenue Sidewalk Lawsuit
- Martz Trailways Signs on Lackawanna Avenue
- Allied Services-Stormwater Consistency Letter
- PennDOT E05726 SR 6011-251 Green Ridge Street Bridge*
- 2018 City Paving Program



JOHN J. POCIUS

Consultant

PE

Professional Engineer:
Pennsylvania & New Jersey

PLS

Professional Land Surveyor:
Pennsylvania

EDUCATION

University of Scranton AE
Engineering

University of Detroit BE, Civil
Engineering

ORGANIZATIONS

National Society of Professional
Engineers

Pennsylvania Society of
Professional Engineers

American Society of Highway
Engineers

Pennsylvania Society of Land
Surveyors

As former Vice President of LaBella in their Scranton Office, John assisted in the complete day to day operations of the Firm. With over 43 years of experience, he played a key role in client liaison, proposal and contract preparation and design coordination. He was responsible for the coordination of work involving major public and private utility companies, municipal, institutional and commercial developments and site design of general Public Works type projects. Upon his retirement in April of 2017, he is now a Consultant for the Dunmore office, often being called upon to assist management and staff in special circumstances.

John focused his proven skills on the management and administration of the Firm's projects. He played a key role in client liaison, technical specifications, proposal and contract preparation, and highway design coordination. The highly experienced career engineer is a member of the National and Pennsylvania Societies of Professional Engineers, the American Society of Highway Engineers, and the National and Pennsylvania Societies of Land Surveyors.

As former Quality Improvement Manager, he was responsible for assuring that any item leaving LaBella's office was first reviewed by either himself or a member of Senior Management prior to submission. He continually updated his technical expertise and administrative capabilities through participation in numerous courses on topics such as bridge inspection, road and street maintenance, design of highway bridges, and engineering management. He has participated in a Right-Sizing Workshop sponsored by the Pennsylvania Department of Transportation.

In addition, he has served as a member and Chairman of the City of Scranton's Planning Commission. He is a former member and President of the Council of the City of Scranton, and serves as Vice Chairman of the Lackawanna County Regional Planning Commission. During his career, John has been instrumental in a variety of complex projects, ranging in budgets from a quarter of a million dollars to \$70 million.

City of Scranton, City Engineer:

In LaBella's capacity as Consulting Engineer to the City of Scranton, John served as the main point of contact with all aspects of this assignment as City Engineer.

Highway Design Projects:

John had direct responsibility for the design of the Mid-County Interchange with the Blue Route in Montgomery County, Pennsylvania, which was the largest construction project ever undertaken by the Pennsylvania Turnpike Commission. He was also responsible for the coordination of work involved with the restoration of over forty-five miles of Interstate roadway in Northeastern Pennsylvania. He served as Project Manager for the design of the S.R. 0081, Section 295, Davis Street Interchange project.

Open End Projects:

With our Scranton Office being awarded one of the first Open-End Design Agreements issued by PennDOT in 1984, and their successful completion of numerous Open-End Agreements from that time to the present, John was extremely proficient in all phases of work involved in Work Order projects, including coordination with subconsultants and the extremely vital task of time management on the often time-abbreviated projects. He has successfully acted as liaison between PennDOT officials and LaBella's Scranton Office.

**Bridge Rehabilitation/
Replacement Projects:**

John has been instrumental in the successful design completion of numerous bridge rehabilitation/replacement projects undertaken by the Firm,

including the replacement of the East Market Street Bridge in the City of Scranton, the Scott, Mill, and Stanton Street Bridges in the City of Wilkes-Barre, Jessup Township, Ainey Road Bridge, Little Meadows Borough Bridges No. 1, No. 3 and Cemetery Street, and Sullivan County Bridge No. 2 over Muncy Creek.

QA/QC:

As Quality Improvement Manager, John was directly responsible for overseeing the Firm's Quality Improvement Program. John personally reviewed each submission made, from outgoing letters to complete plan submissions.

Lackawanna County Engineer:

During the Scranton Office's tenure as Lackawanna County Engineer, John was directly responsible for the review and recommendations of all engineering projects undertaken in the County of Lackawanna.

Site Design:

John has managed the design of numerous land development projects, including the Mount Airy Resort and Casino project constructed in Paradise Township, PA.

John has also been responsible for the coordination of work involving major public and private utility companies, municipal, institutional and commercial developments and site designs of general Public Works type projects.



ERIC J. SPEICHER

Structural Project Engineer

Eric has obtained a thorough knowledge of all aspects of civil engineering through his previous employment with the Luzerne County Engineer's Office, the Pennsylvania Department of Environmental Protection, and the Pennsylvania Department of Transportation. He held positions involving the production of AutoCAD drawings and the writing of technical specifications, and has experience in bridge design to AASHTO standards. He has also worked as a scientific and technical intern, and has experience in the workings of abandoned mine reclamation and contractor supervision.

PE

Professional Engineer; PA

EDUCATION

Penn State University: B.S., Civil Engineering

Wayne County, Kellams Bridge
Project Manager for the preliminary and final design engineering for the replacement of Kellams Bridge over Equinunk Creek in Wayne County. Tasks include bridge design, E&S plan, MPT plan, and utility coordination.

City of Wilkes-Barre, Scott Street, Mill Street, Stanton Street and Sidney Street Bridges

Design of bridge and approach roadways on four separate projects being undertaken for the City of Wilkes-Barre.

Bradford County Bridges No. 17 and 26

Project Manager for the preliminary and final design of two bridge replacements for the Bradford County Commissioners.

Lackawanna County, Jefferson Township Bridge Replacement Project

Preliminary and Final Design of this bridge replacement project, including roadway work. Tasks include bridge design, E&S plans, MPT plan and utility coordination.

PA Turnpike, Work Order No. 3
Feasibility study and design of a proposed interchange on the Northeast Extension of the Pennsylvania Turnpike. Tasks include: roadway layout and design, three (3) span bridge replacement, pavement design, and coordination with environmental concerns. He was CECO's Project Manager for this All-Electronic Interchange project on S.R. 903, which had a construction cost of \$23 million.

PA Turnpike, Work Order No. 4
Design of a rock scaling operation and drainage ditch improvements.

Wyoming County Bridge No. 1 and Wyoming County Bridge No. 7
Design of bridge and approach roadways on two County sponsored projects.

PennDOT District 2-0, Clearfield County, S.R. 1011, Section A01, over a Branch of Browns's Run, Cooper Township
Design of a culvert for the structure replacement and approach roadway design of this bridge in PennDOT District 2-0.

**PennDOT District 2-0, Centre
County, S.R. 2012, Section A03,
Bridge Replacement over
Spruce Run, Gregg Township**

Assisted in all Preliminary
Engineering and Final
Design phases for this bridge
replacement project for PennDOT
District 2-0.

Luzerne County Bridges

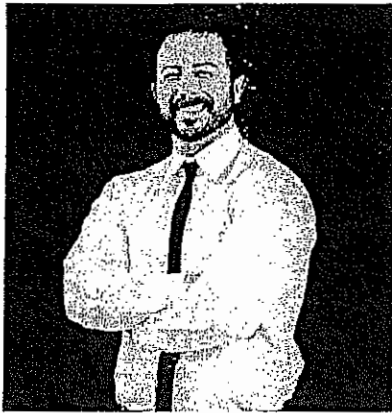
Project Manager for the
preliminary and final design
engineering for the replacement
of Luzerne County Bridge No.
45111 over Wapwallopen Creek
in Dorrance Township. Tasks
include: bridge design, E&S plan,
MPT plan and utility coordination.

Hillsgrove Covered Bridge

Structural analysis, load rating,
and posting evaluation of a 100
year old Timber Burr Arch Truss
Bridge in Sullivan County, PA.

**Susquehanna County
Emergency Bridge
Replacements**

Involved in the design and
development of conceptual
plans and bid packages for
three (3) design build projects
in Susquehanna County,
with aggressive schedules.
The projects included the
development of H&H Reports
for submission to DEP, E&S
Pollution Control Plans, design
of structures and approach
roadways, development of traffic
control and development of
Specifications, special provisions,
quantities and estimates.



CHRIS STEFURSKY

Civil Designer

Chris has assisted in many projects at LaBella, including the Fidelity Bank Land Development Project, Morgan Manor Apartments, Mount Airy Casino Resort (road improvement and golf course), First National Community Bank in Paradise Township, and the S.R. 903 Slip Ramp Project for the Pennsylvania Turnpike Commission.

EIT

Engineer-in-Training, PA

EDUCATION

Penn State University: B.S.,
Environmental Systems
Engineering / Watersheds and
Water Resources

Motor Truck Equipment Company - Borough of Dunmore, Lackawanna County, PA

This project included the construction of a 30,173 square foot truck sales and service facility, 39 truck and trailer parking spaces, 36 truck display parking spaces, 24 employee parking spaces, 11 customer parking spaces, an associated access drive, and a storm water collection/detention/infiltration system to control the storm water runoff from the site. Tasks included the preparation of the entire NPDES Permit Package, including: E&S Plan and Narrative, PCSM Plan and Narrative, and all necessary storm water calculations.

Knox Street Parking Lot and Access Drive - Borough of Mount Pocono, Monroe County, PA

This project included the construction of an access road to the loading dock area at the rear of an existing Shop Rite building, along with additional parking areas, and a stormwater collection/detention/infiltration system to control the storm water runoff from the site. Tasks included: preparation of the E&S/Stormwater Management Plans and Narrative, and all necessary storm water calculations.

Zellers Camp and Driveway Construction, Potter Country, PA

This project included the construction of a 2,000 square foot building, an associated driveway, and a storm water collection/detention/infiltration system to control the storm water runoff from the site. Tasks included: preparation of the E&S Plan and Narrative, PCSM Plan and Narrative, and all necessary storm water calculations.



KEVIN J. MCHUGH

Senior Highway Designer

EDUCATION

Johnson Technical Institute, A.S.
in Architectural Design

CERTIFICATIONS

Bridge Safety Inspection
and Certification Program –
Recertified 2016

Kevin, with a formal training in Architectural Design Technology, has over 33 years experience in design development and coordination of numerous large civil engineering projects. He has served as a designer/draftsperson and project designer for major interstate restoration projects and new highway projects specializing in the development of extensive traffic control plans. In addition, Kevin has attended and conducted meetings with municipal officials, commerce and business groups, and the general public to both explain and receive comments concerning traffic control plans for high volume interstate roadways which would have an effect on the normal flow of vehicular traffic in high density commercial and industrial areas, as well as tourist and recreation areas such as the Pocono Mountains.

Mount Airy Resort and Casino – Woodland Road

Kevin assisted in the preparation of the traffic control plans for this major casino project in Paradise Township, Monroe County, PA.

PennDOT District 4-0 – McDade Expressway Weave Elimination

Kevin completed the traffic control plans for this project on the McDade Expressway in the City of Scranton.

Pennsylvania Turnpike Commission – S.R. 903 Interchange

Kevin completed the traffic control plans for this slip ramp project for the Pennsylvania Turnpike Commission.

Inspection Report Format. Our office is currently utilizing the newest forms in our current round of bridge inspections.

Kevin has also assisted with the preparation of Emergency Action Plans for all dams inspected. He is the lead inspector of our NBIS and Dam Inspection Team, and has performed numerous biannual as well as emergency inspections on structures assigned to LaBella's Scranton Office.

NBIS Bridge Inspections

Kevin is Project Manager of LaBella's NBIS Inspection Team, having provided inspections for Susquehanna, Wyoming, Wayne and Lackawanna Counties, and the City of Wilkes-Barre. He has recently completed the BMS 12 and Core Element Training Courses through PennDOT to prepare for the new Bridge



COST AND PRICE PROPOSAL

LaBella will provide General Engineering Services to the City of Scranton for a Lump Sum Fee of ***Six Thousand Three Hundred Dollars (\$6,300.00)*** per month (***\$226,800.00 total contract amount***). Expenses for telephone, facsimile, and computer charges are not included.

ACT 44 DISCLOSURE FORM AFFIDAVIT
DISCLOSURE BY CURRENT CONTRACTORS

1. Provide the names and titles of all individuals providing professional services to the City of Scranton, including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position:

LaBella Associates holds the professional services contract with the City of Scranton to provide City Engineer Services from 2016 – 2018. The following individuals have provided professional services listing their responsibilities:

John J. Pocius, P.E., P.L.S.
David J. Osborne, P.E.
Chris Stefursky, E.I.T.
Kevin J. McHugh, C.B.S.I.

City Engineer and Point Person
City Engineer/Structural Evaluations
Planning Commission Requests
Bridge Inspection Evaluations

John J. Pocius, P.E., P.L.S. was a former City official serving as a City Councilman from 1990 – 2002 and from 2003 – 2006.

- List names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration:

None of the above listed individuals are registered Federal or State lobbyists.

2. Since January 1, 2011, have any of the individuals identified in paragraph 1 above been employed by the City of Scranton? If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.

None of the above listed individuals were employed by the City of Scranton.

3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton? This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor, including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.

LaBella has not paid compensation to a third party intermediary, agent or lobbyist.



4. Since January 1, 2011, has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made? If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.

No agent, officer, director or employee of LaBella has solicited a third party to make political contributions to any candidate for office in the City of Scranton or political party or committee.

5. Since January 1, 2011, has the contractor made any contribution to a municipal officer or candidate for municipal office in the City of Scranton? If yes, please identify the recipient, the amount and the date of the contribution.

Friends of Roseann Novembrino	\$40.00	March 12, 2011
Doherty for PA	\$500.00	May 26, 2011
Doherty for PA	\$500.00	October 26, 2011
Doherty for Mayor	\$500.00	May 23, 2012
Friends of Bill Courtright	\$500.00	May 31, 2013
Friends of Bill Courtright	\$500.00	September 9, 2013
Friends of Bill Courtright	\$450.00	May 19, 2015
Friends of Bill Courtright	\$450.00	August 10, 2015
Mayor Courtright Inaugural	\$ 55.00	January 8, 2016
Friends of Joe Wechsler	\$ 45.00	January 10, 2016
Friends of Bill Courtright	\$400.00	August 15, 2016
Friends of Bill Courtright	\$400.00	July 20, 2017
Friends of Bill Courtright	\$140.00	December 27, 2017

6. Does the contractor have a direct financial, commercial, or business relationship with any individual on the list of municipal Officials? With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.

LaBella Associates does not have a direct financial, commercial, or business relationship with any individual on the List of Municipal Officials.



7. Since January 1, 2011, has the contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials? A gift includes money, services, loans, travel, and entertainment at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the give, and the date it was conferred.

LaBella has not gifted any individual on the List of Municipal Officials.

8. Did the contractor make political contributions that meet all of the following four criteria: (i) the contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least 5% of the contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least 5% or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least 5%; and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office. If yes, then the contractor shall provide the following information; the name and address of the contributor, the contributor's relationship to the contractor, the name and office or position of each recipient, the amount of the contribution and the date of the contribution.

See Attached Charts

9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the contractor and officials or employees of the City of Scranton? If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential or actual conflict of interest may exist.

There are no potential conflicts of interest with anyone on this Agreement team.

10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the contractor in Paragraph 1 must participate in completing this form and must sign the verification statement below.

This form was completed by:

John J. Pocius, P.E., P.L.S., Consultant for LaBella Associates

POLITICAL CONTRIBUTIONS REQUIRED TO BE REPORTED

LABELLA ASSOCIATES
507 LINDEN STREET - SUITE 200
SCRANTON, PA 18503

John J. Pocius, P.E., P.L.S.
Vice President/COO
2933 Cedar Avenue
Scranton, PA 18503

DATE CONTRIBUTED	TO WHOM CONTRIBUTED	OFFICE OR POSITION	AMOUNT
04/01/11	Wansacz & Jeffers for County Commissioners	Lackawanna County Commissioners	500.00
04/17/11	Friends of Tom Leighton	Mayor of Wilkes-Barre	250.00
04/28/11	Wansacz & Jeffers for County Commissioners	Lackawanna County Commissioners	100.00
05/03/11	Wansacz & Jeffers for County Commissioners	Lackawanna County Commissioners	350.00
07/17/11	Markosek for State Legislature	PA State Legislature	500.00
08/10/11	Friends of Mike Eakin	PA Supreme Court	1,000.00
10/11/11	Friends of Tom Leighton	Mayor of Wilkes-Barre	250.00

Albert J. Magnotta, P.E., P.L.S.
Vice President/General Counsel
443 Gardner Road
Moscow, PA 18444

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POLITICAL CONTRIBUTIONS REQUIRED TO BE REPORTED
LABELLA ASSOCIATES
507 LINDEN STREET - SUITE 200
SCRANTON, PA 18503

John J. Pocius, P.E., P.L.S.
Vice President/COO
2933 Cedar Avenue
Scranton, PA 18503

DATE CONTRIBUTED	TO WHOM CONTRIBUTED	OFFICE OR POSITION	AMOUNT
01/16/12	Friends of Wansacz and O'Brien	Lackawanna County Commissioners	500.00
03/05/12	Friends of Senator John Blake	PA State Senator	250.00
06/20/12	Friends of Tom Leighton	Mayor of Wilkes-Barre	200.00
08/06/12	Friends of Senator John Blake	PA State Senator	200.00
08/28/12	Friends of Wansacz and O'Brien	Lackawanna County Commissioners	300.00

POLITICAL CONTRIBUTIONS REQUIRED TO BE REPORTED
LABELLA ASSOCIATES
507 LINDEN STREET - SUITE 200
SCRANTON, PA 18503

David J. Osborne, P.E.
Vice President/Director of Engineering
19 Fern Avenue
Carbondale, PA 10407

DATE CONTRIBUTED	TO WHOM CONTRIBUTED	OFFICE OR POSITION	AMOUNT
06/15/12	Friends of Senator John Blake	PA State Senator	150.00

John J. Pocius, P.E., P.L.S.
Vice President/COO
2933 Cedar Avenue
Scranton, PA 18503

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David J. Osborne, P.E.
Vice President/Director of Engineering
19 Fern Avenue
Carbondale, PA 10407

[illegible]

John J. Pocius, P.E., P.L.S.
Vice President/COO
2933 Cedar Avenue
Scranton, PA 18503

[illegible]

POLITICAL CONTRIBUTIONS REQUIRED TO BE REPORTED
LABELLA ASSOCIATES
507 LINDEN STREET - SUITE 200
SCRANTON, PA 18503

David J. Osborne, P.E.
Vice President/Director of Engineering
19 Fern Avenue
Carbondale, PA 10407

DATE CONTRIBUTED	TO WHOM CONTRIBUTED	OFFICE OR POSITION	AMOUNT
02/18/15	Friends of John Blake	PA State Senator	200.00
06/23/15	Friends of Tom Leighton	Mayor of Wilkes-Barre	200.00
07/17/15	Friends of John Blake	PA State Senator	600.00
08/26/15	Friends of Mike Carroll	PA State Representative	250.00

SCRANTON, PA 18503

Scranton, PA 18503

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POLITICAL CONTRIBUTIONS REQUIRED TO BE REPORTED
LABELLA ASSOCIATES
507 LINDEN STREET - SUITE 200
SCRANTON, PA 18503

David J. Osborne, P.E.
Vice President/Regional Manager
19 Fern Avenue
Carbondale, PA 10407

DATE CONTRIBUTED	TO WHOM CONTRIBUTED	OFFICE OR POSITION	AMOUNT
08/16/16	Friends of John Blake	PA State Senator	900.00
10/10/16	Friends of Jerry Notariani	Lackawanna County Commissioner	100.00

POLITICAL CONTRIBUTIONS REQUIRED TO BE REPORTED
LABELLA ASSOCIATES
507 LINDEN STREET - SUITE 200
SCRANTON, PA 18503

David J. Osborne, P.E.
Vice President/Regional Manager
19 Fern Avenue
Carbondale, PA 18407

DATE CONTRIBUTED	TO WHOM CONTRIBUTED	OFFICE OR POSITION	AMOUNT
02/14/17	Friends of John Blake	PA State Senator	80.00
06/03/17	Friends of Mark McAndrew	Lackawanna County Sheriff	450.00
09/29/17	Friends of Mike Carroll	PA State Representative	300.00



VERIFICATION

I, *John J. Pocius, P.E., P.L.S.*, hereby state that I am employed as a Consultant for *LaBella Associates* and am authorized to make this verification.

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

Signed: *John J. Pocius* Date: *06/20/2018*

**AFFIRMATIVE ACTION
CERTIFICATION**

AFFIRMATIVE ACTION CERTIFICATION

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

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

(7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

(8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: JUNE 20, 2018 LABELLA Associates
(Name of Bidder)
BY: [Signature]
TITLE: V.P. Regional Manager

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE JUNE 20, 2018

LA BELLA ASSOCIATES
(Name of Bidder)

By T. Delf Osburn
Title V.P. Regional Manager

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania
COUNTY OF Lackawanna

DAVID J. OSBORNE, being first duly sworn, deposes
and says that:

1) He is VICE PRESIDENT / REGIONAL Manager
(Owner, partner, officer, representative or agent)
of Labella Associates, the Bidder that has submitted the bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSION AFFIDAVIT
SIGNATURE PAGE

SIGNED Dan Oshie

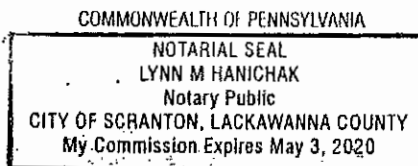
V.P. Regional Manager
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20 DAY OF June, 2018

Lynn M. Hanichak
Notary
(TITLE)

MY COMMISSION EXPIRES May 3, 2020



REQUIRED STATEMENTS



REQUIRED STATEMENTS INCLUDING INSURANCE COVERAGES

Insurance Coverage

LaBella either currently holds or will obtain the required insurance coverages if selected for this Contract. A copy of our Proof of Insurance is attached. Certificates of Insurance will be submitted to the City prior to a contract being signed. The certificates will name the City of Scranton as Additional Insured and will contain the statement "It is understood that the insurance company will notify the City of Scranton, Office of Business Administration, Purchasing Department, at least thirty days prior to any changes or cancellation".

Regulatory Rules

LaBella is not currently in violation of any regulatory rules and regulations that may have any impact on its operations

Litigation

LaBella is not involved in any current litigation with the City.



LABEASS-01

AKEEFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604		CONTACT NAME: PHONE (A/C, No, Ext): (585) 473-8000 FAX (A/C, No): (585) 340-1714 E-MAIL ADDRESS: reception@paris-kirwan.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Indemnity Company of CT	
		INSURER B: Travelers Indemnity Company	
		INSURER C: Travelers Casualty Insurance Company of America	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6806H445191-17	11/07/2017	11/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA7A560634-17	11/07/2017	11/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7A573887	11/07/2017	11/07/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follow Form \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB8J003392-17	11/07/2017	11/07/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Scheduled Equipment			6807A554314	11/07/2017	11/07/2018	Blanket Equipment 201,903

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*****PROOF OF INSURANCE*****

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LaBella Associates, P.C.
1000 Dunham Drive, Suite B
Dunmore, PA 18512



LABEL-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble		585-385-0428		CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL: smiller@poole-ny.com ADDRESS:	
INSURED Labella Associates, D.P.C. 1000 Dunham Drive, Suite B Dunmore, PA 18512		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Berkley Insurance Company		32603	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTIONS \$					AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability		AEC-9017710-02	11/20/2017	11/20/2018	PER CLAIM 5,000,000
	Pollution Liability					AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

EVIDE-1

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

191



DEPARTMENT OF LAW

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

June 29, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
PROFESSIONAL SERVICES CONTRACT WITH LABELLA ASSOCIATES FOR CITY
OF SCRANTON GENERAL CONSULTING ENGINEERING SERVICES FOR THE
PERIOD AUGUST 1, 2018 THROUGH JULY 31, 2021.

Respectfully,

Jessica Eskra (s)

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RECEIVED
JUL 02 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REUTHER + BOWEN, PC FOR CITY OF SCRANTON LANDSCAPE ARCHITECT/ENGINEERING DESIGN SERVICES –LINDEN STREET GREENSPACE AND POCKET PARK PROJECT.

WHEREAS, a request for Proposals was advertised for the City of Scranton Landscape Architect/Engineering Design Services – Linden Street Greenspace and Pocket Park Project, and five (5) proposals were submitted for review; and

WHEREAS, after review of the request for proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to Reuther + Bowen, PC for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit “A” and incorporated herein by reference thereto with Reuther + Bowen PC for the City of Scranton Landscape Architect/Engineering Design Services - Linden Street Greenspace and Pocket Park Project.

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

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

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

CONTRACT

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

REUTHER+BOWEN, PC
326 WARD STREET
DUNMORE, PA 18512-2424
PHONE NO. (570) 496-7020

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing City of Scranton Landscape Architect/Engineering Design Services – Linden Street Greenspace and Pocket Park Project. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON LANDSCAPE ARCHITECT/ENGINEERING
DESIGN SERVICES – LINDEN STREET GREENSPACE
AND POCKET PARK PROJECT
PER THE ATTACHED BID PROPOSAL AND
SCRANTON'S SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Reuther +Bowen, PC dated November 3, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

REUTHER+BOWEN PC

BY:

TITLE: _____

DATE: _____

BUSINESS ADMINISTRATION

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



SCRANTON

June 26, 2018

Memo

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

From: David Bulzoni, Business Administrator

Re: Landscape Architect/Engineering Services Recommendation – Linden Street Park Project

All,

The City of Scranton received proposals on November 6, 2017 following the publication of a Request for Proposal supporting the above project. The contract award was delayed to accommodate the final acquisition of the property.

The following engineering firms submitted qualification proposals:

1. Reuther and Bowen, P.C., \$23,450
2. Renew Design, \$27,600
3. Simone Collins, \$34,884
4. NV5, \$35,000
5. Dx Dempsey, \$49,000

Following a proposal review, a recommendation is made to retain Reuther and Bowen. The project will now progress with the completion of the Phase II environmental review by Lackawanna County. Remediation costs will be limited to the 25% Brownfields grant match. The County will submit the grant application. The 25% match may originate from the \$400,000 Keystone Communities grant awarded to Scranton Tomorrow for park development and improvements. The limited project scope is expected to be well within the grant amount.

The project timetable is projected as follows:

- 4th quarter 2018 – development of remediation plan for greenspace application;
- 1st quarter 2019 – work plan submitted to DEP;
- 2nd quarter 2019 – remediation work;
- 4th quarter 2019, 1st quarter 2020 – park completed

The anticipated use of the property and the Phase II anticipate limited mitigation for the environmental issues.

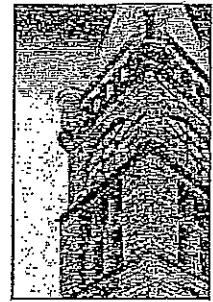
Reuther and Bowen has includes the services of Architerra to meet the landscape architecture requirements of the project. Reuther and Bowen is an engineering firm. The firm has been used previously by the City for road paving projects in 2016 and 2017.

The project combines the resources of the City of Scranton, Lackawanna County, Scranton Tomorrow and an additional financial contribution from the Scranton family estate. The project is expected to be, in basic form, green space, which is needed in downtown Scranton.

Based on the above information, the Office of the Business Administrator recommends the approval of the proposal submitted by Reuther and Bowen and the subsequent contract with the firm.

Department of Business Administration

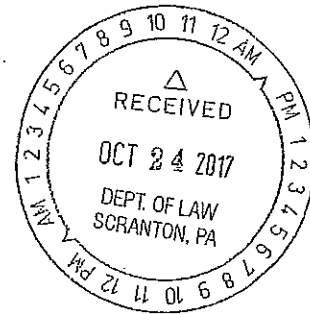
City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

October 18, 2017

Mr. David Bulzoni
Business Administrator
City of Scranton
Municipal Building
Scranton Pa, 18503



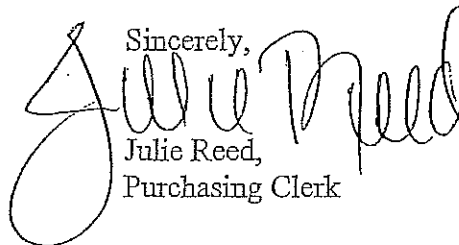
Dear Mr. Bulzoni

This is to inform you that proposals will be opened in City Council Chambers on Monday, November 6th at 10:00 A.M. for the following:

**CITY OF SCRANTON
LANDSCAPE ARCHITECT AND ENGINEERING DESIGN SERVICES-2017
LINDEN STREET GREENSPACE AND POCKET PARK PROJECT.**

Attached, please find RFP and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mr. David Bulzoni, Business Administrator
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Financial Manager
Mrs. Jessica Eskra, City Solicitor
File

Department of Business Administration

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



SCRANTON

November 6, 2017

Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Monday, November 6, 2017 in Council Chambers for the **City Of Scranton Landscape Architect and Engineering Design Services Linden St. Greenspace and Pocket Park Project**. Attached are the copies of the proposals submitted by the following companies:

NV5
Renew Design Group
PNEA; Peter Simone: Simone Collins
DX Dempsey Architecture, Inc.
Reuther&Bowen

After your review of the proposals, please inform the Law Office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mr. David Bulzoni, Business Administrator
Mrs. Lori Reed, City Clerk
Ms. Jessica Boyles, City Solicitor
File

REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. Monday November 6, 2017, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON

LANDSCAPE ARCHITECT AND ENGINEERING DESIGN SERVICES – 2017

LINDEN STREET GREENSPACE AND POCKET PARK PROJECT

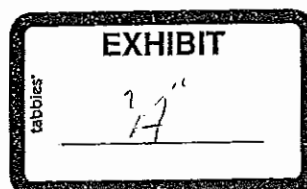
All proposals shall be in accordance with the Request for Proposal (RFP) specifications which are now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503. Copies can be requested by contacting the City of Scranton Purchasing Clerk, at jreed@scrantonpa.gov.

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Landscape Architect and Engineering Design Services". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal. Questions will be responded to electronically to all parties securing the request for proposal.

David M. Bulzoni

Business Administrator

Each proposal must be accompanied by a signed proposal, certificate of insurance, and signed anti-collusion and affirmative action affidavit.



INVITATION FOR REQUEST FOR PROPOSAL

CITY OF SCRANTON

I. TYPES OF SERVICES REQUIRED

The City of Scranton is requesting the submission of proposals from Landscape Architecture and Engineering Design firms to provide professional services for site improvements in conjunction with the following project:

Linden Street Greenspace and Pocket Park Project

The Project consists of the site development of a vacant and undeveloped single parcel of property into a greenspace and pocket park in the downtown section of the City of Scranton. The property is located at the corner of Wyoming Avenue and Linden Street. The Project is multi-jurisdictional and will require coordination between the County of Lackawanna, City of Scranton, and Scranton Tomorrow. The City of Scranton is proceeding to acquire the property and expects the acquisition will be completed during the fourth quarter of 2017 or first quarter of 2018. Improvements to the project will be funded according to jurisdictional responsibilities and a targeted contribution from the William and Mary Scranton Charitable Remainder Trust.

II. INFORMATION REQUIRED FROM INTERESTED FIRMS

The City of Scranton is pleased to invite your firm to submit a written Proposal for this project. Attached hereto is Form P/A-1(a), Professional Advice Questionnaire for Architect/Engineer, to assist you in preparing your Proposal. The City of Scranton shall select the most qualified firm for the necessary services at compensation which the City determines as fair and reasonable. The City is not compelled to select the lowest cost proposal if deemed not in the best interest of the City of Scranton and its interest in completing the project.

Information shall include the following:

1. Firm's method of approach for furnishing the required services.
2. The firm's statement of qualifications, profile, and performance regarding the proposed contract. (See attached Professional Advice Questionnaire for Architect/Engineer.)

Interested firms shall address and submit their "Request for Proposal" to:

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

The proposals shall be received no later than 10:00 A.M. prevailing time on November 6, 2017.

III. COMPENSATION

The City of Scranton will require a fixed fee for all services in connection with the project. It is expressly understood that failure to list compensation for services as established above, will disqualify the firm's "Request for Proposal." The respondent may either provide a single cost for services or delineate costs by subcontractor or area of expertise.

IV. FACTORS FOR EVALUATION

Each "Request for Proposal" received from interested firms shall be reviewed by the City of Scranton and, if necessary, the firm will be invited to be interviewed, should additional information be necessary. This information will then be reviewed by the City of Scranton. The responsible firm, whose credentials will be most advantageous to the City of Scranton, will be considered for approval.

The contract will be awarded within sixty (60) days of the date of City Council approval.

The City of Scranton is an Affirmative Action Equal Employment Opportunity Employer.

NON-COLLUSION AFFIDAVIT

I _____, the
(NAME) (TITLE)

OF _____, certify and make this affidavit
(VENDOR, COMPANY, AGENCY)

on behalf of my company agency, or brokerage and its owners, directors, and officers that I am the person responsible for the pricing quoted in this proposal for the City of Scranton to which this affidavit forms a part.

I, by my signature on this form, certify that:

1. That the pricing reflected in this proposal have been arrived at independently and without outside influence, communications, or collusion from any other bidder, potential bidder, or disqualified bidder.
2. That the pricing contained in this proposal has not been disclosed to or discussed with any other bidder, potential bidder, or disqualified bidder.
3. That no influence, extortion, or collusion has been used to restrain or prevent any person, firm, company, or organization from participating in or responding to this request for proposal by the City of Scranton.
4. That this proposal is being made free and clear of any collusive activity or inducement to submit this as a non-competitive proposal for the purpose of complementary bidding to make another proposal appear to be lowest.

I understand that by signing this form I acknowledge that the above representations are material to, form a part of, and will be relied upon in the awarding of a contract by the City of Scranton for which this proposal is being submitted. I further understand fraudulent concealment of the true facts pertinent to the submission of this affidavit shall subject such vendor, company, or agency to penalties of law and permanent banning of bidding, subcontracting or providing any and all current and future materials, equipment, services or projects required by the City of Scranton.

VERIFICATION

I, _____, hereby state that the facts contained in the within the foregoing Non-Collusion Affidavit are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C. S. A. Section 4904 relating to unsworn falsification to authorities.

All responses must be received by 10:00 A.M. Eastern Time November 6, 2017. Questions should be submitted to either jreed@scrantonpa.gov or dbulzoni@scrantonpa.gov. Subject line of questions and/or responses should read: "City of Scranton Landscape Architect and Engineering Services".

THIS PROPOSAL MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN
10:00 a.m.
November 6, 2017

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

NAME OF VENDOR: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL
ADDRESS: _____

PROFESSIONAL ADVICE QUESTIONNAIRE

ARCHITECT/ENGINEER

Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service.

1. Project Name/Location for which firm is filing:

2a. Public Advertisement
Announcement Date, if any:

2b. Identification Number,
if any:

3. Firm Name & Address:

3a. Name, Title & Telephone Number of Principal to Contact:

3b. Address of office to perform work, if different from
Item #3:

4. Personnel by Discipline:

___ Administrative	___ Electrical Engineers	___ Soils Engineers	___
___ (Secretarial/Clerical)	___ Estimators	___ Specification Writers	___
___ Architects	___ Landscape Architects	___ Structural Engineers	___
___ Civil Engineers	___ Mechanical Engineers	___ Surveyors	___
___ Construction Inspectors	___ Planners: Urban/Regional	___	___
___ Draftsmen			___ Total Personnel

FIRM NAME:

PROJECT NUMBER:

5. Does your firm qualify under one of the following: A. Female Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm E. Small Business Firm	6. Outside key consultants/associates anticipated for this project:
7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:	
a. Name and Title:	a. Name and Title:
b. Project Assignment:	b. Project Assignment:
c. Name of firm with which associated:	c. Name of firm with which associated:
d. Years experience: With this firm ____ With other firms ____	d. Years experience: With this firm ____ With other firms ____
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year first registered/Discipline	f. Active Registration: Year first registered/Discipline
g. Other experience and qualifications relevant to the proposed project:	g. Other experience and qualifications relevant to the proposed project:

(a) FIRM NAME:

PROJECT NUMBER:

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):

8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)

a. Project Name & Location	b. Nature of Firm's Responsibility:	c. Owner's Name & Address	d. Estimated Completion Time	e. <u>Estimated Cost</u>		f. Actual Fee Charged
				Entire Project Cost:	Cost of Work for which firm was/is responsible:	
1.						
2.						
3.						
4.						

FIRM NAME:

PROJECT NUMBER:

9. Use this space to provide any additional information, or description of resources supporting your qualifications for the proposed project:

10. The foregoing is a statement of facts.

Date: _____

Signature: _____

Typed Name and Title

INFORMATION TO BE INCLUDED IN ARCHITECT/ENGINEERS CONTRACT AGREEMENT.

1. MAXIMUM COMPENSATION PARAGRAPH:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT WILL THE TOTAL AMOUNT OF COMPENSATION AND REIMBURSEMENT EXCEED THE MAXIMUM SUM OF \$ _____ FOR ALL SERVICES REQUIRED UNDER THIS PROJECT, UNLESS THE SCOPE OF WORK IS INCREASED BY THE CITY OF SCRANTON.

2. GENERAL TERMS & CONDITIONS:

TO BE ATTACHED TO ACKNOWLEDGED IN THE CONTRACT THAT THEY ARE A PART THEREOF.

3. SCHEDULE OF WHEN SERVICES WILL BE COMPLETED: TIME FOR PERFORMANCE:

THE ARCHITECT/ENGINEER WARRANTS AND ASSURES THE CITY OF SCRANTON THAT ALL WORK REQUIRED HEREIN WILL BE COMPLETED NO LATER THAN APRIL 30, 2018. THE PROJECT WILL BE BID FOLLOWING THE COMPLETION OF THE DESIGN PHASE.

AFFIRMATIVE ACTION CERTIFICATION

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

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

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

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date _____

(Name of Bidder)

By _____

Title _____

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE _____

(Name of Bidder)

By _____

Title _____

All responses must be received by 10:00 A.M. Eastern Time November 6, 2017. Questions should be submitted to either jreed@scrantonpa.gov or dbulzoni@scrantonpa.gov. Subject line of questions and/or responses should read: "City of Scranton Landscape Architect and Engineering Services".

THIS PROPOSAL MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN
10:00 a.m.
November 6, 2017

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

NAME OF VENDOR: Reuther + Bowen, PC

CONTACT PERSON: David Lopatka, Director of Civil Engineering

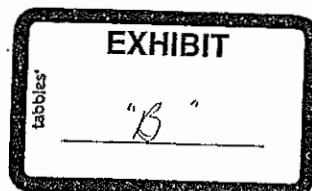
STREET ADDRESS: 326 Ward Street

CITY/STATE/ZIP: Scranton, PA 18512

TELEPHONE NUMBER: 570-496-7020

FAX NUMBER: 570-496-7021

EMAIL
ADDRESS: dlopatka@reutherbowen.com



November 6, 2017

Ms. Roseann Novembrino, City Controller
City of Scranton
340 North Washington Avenue, 2nd floor
Scranton, PA 18504

RE: Response to RFP for Landscape Architect and Engineering Design Services - 2017
Linden Street Greenspace and Pocket Park Project

Dear Ms. Novembrino,

Reuther+Bowen, PC is pleased to respond to the City of Scranton Landscape Architect and Engineering Design Services - 2017 Linden Street Greenspace and Pocket Park Project. We trust that a review of the enclosed materials will demonstrate that we are highly motivated and qualified for this assignment.

As you review the enclosed documents, we would like to emphasize several items:

- R+B's in-house team is exceptionally qualified to perform the engineering services defined in the RFP. We offer a staff of 23 personnel including engineers covering a variety of engineering disciplines. We have teamed with Architerra Architecture as Landscape Architect for the project.
- We have a broad background in land development and implementing the project scope as prepared by the end user. Being the municipal engineers for four (4) municipalities as well as providing services to private developers, we have designed and constructed a number of trails and parks in Lackawanna County and the surrounding area. Also, we feel by teaming with a firm like Architerra Landscape Architects, whom has a deep history of developing numerous parks similar in size we feel our team is highly qualified and excited about working with the City on this project. With our office located in the Borough of Dunmore, we can provide an immediate response to on-site questions or clarifications before, during, and at the conclusion of the project. Reuther+Bowen fully understands the entire process from inception through project completion and final closeout. We have a complete understanding of the contract and welcome the opportunity assist the City of Scranton with the timely completion of this project.
- Finally, our team will be led by David Lopatka. Mr. Lopatka has 26+ years' experience with civil site design and has executed numerous projects for municipalities and townships throughout his career. He understands the needs and requirements of the City of Scranton.

Thank you for considering Reuther+Bowen, PC. If you have any questions, comments, or would like to schedule an interview to discuss our qualifications further, please contact me directly at 570-496-7020 x421.

Respectfully submitted,



David Lopatka
Director of Civil Engineering

TABLE OF CONTENTS

Section 1	Method of Approach
Section 2	Professional Advice Questionnaire
Section 3	Required Forms
Non-Collusion Affidavit, Cover Info Sheet, Compensation Form, Affirmative Action Certification, COIs, PA Small Business Certification	
Section 4	Team Project Experience

reuther+bowen
Engineering, Design, Construction Services

METHOD OF APPROACH

The Linden Street Greenspace and Pocket Park Project is a launching of key public improvements which will strengthen the City of Scranton's image through safer, aesthetically enhanced, and functionally improved corridor of movement along Linden Street. Currently Linden Street and its key intersections are in need of more consistently better means of traffic calming, pedestrian and bicyclist accommodation, stormwater management, and safety. These objectives can be achieved through the incorporation of better sidewalk, curb, and crosswalk design; the accommodation of American Disability Act standards; a design style for streetscape amenities including components such as signage, pedestrian scale lighting, seating elements, waste receptacles and bicycle racks; the consideration of landscaping, but only in a sustainable approach which must enhance the environmental and aesthetic quality of life for the residents and visitors to Scranton. All means for improvements should be proposed only after consideration of the role limited, but cost effective, maintenance strategies are identified and agreed upon. Words such as safety, quality, sustainability, and value are the keystone to a successful greenspace plan.

Our project team is no stranger to streetscape and pocket park projects having served the communities of Buffalo, Syracuse, Philadelphia, Easton, Allentown, Bethlehem, Rensselaer, Boyertown, Ardmore, Kingston, Carlisle, Gettysburg, and Coopersburg over the past four decades. It is our hope to share our empirical knowledge, combined with our regional local enthusiasm with you to make Scranton a better place to be.

During the initial 4 to 6 weeks of the project, our project team will work with and actively participate in key public meetings to solicit ideas from individuals, key user groups, including emergency services, civic service clubs, and municipal maintenance personnel. This is particularly key in multi-jurisdictional projects. The goal is to solicit input for the design of the image of the corridor and pocket park. Our project team's focus will concentrate on crosswalk, textural material and color options; hardscape materials; complementary landscape; site furnishing; lighting fixture character; and pedestrian oriented signage; curb, sidewalk, cartway, ADA requirements, stormwater management, vehicular area lighting, and enhanced safety. We will prepare "idea boards" for public consideration and digestion. A schematic design of the Linden Street corridor will be presented with several permutations of design alternatives for the pocket park. Schematic estimates of construction cost will also be generated for design recommendations.

Refinement of the schematic design will include several meetings with the City's designated project team (Lackawanna County, Scranton, Scranton Tomorrow, and others) and at least one meeting with the general public. As schematic thinking is refined so will our estimate of probable construction cost and level of detail. To better communicate visual representation of our thinking for Linden Street and the pocket park, the Reuther-Bowen team will generate two computer color graphics in perspective form. The purpose of this task is to refine all decisions with regard to design solutions and their estimated costs prior to construction document detailing.

Ultimately, construction bid documents will be prepared by our team and administration through constructed reality will be served by our team.

Reuther-Bowen's approach to design utilizes both innovation and practical knowledge gained with more than thirty years' of experience particularly with regards to urban design and construction observation. We are skilled in designing projects that remain within budget and result in constructed facilities. This is evident through our constructed projects featured on over 1,000 institutional, municipal, private, and public sites throughout Pennsylvania and the northeastern United States.

Reuther-Bowen's built designs and our returning clientele are a testament to our ability to furnish sustainable, quality, and budget-appropriate results. We extend our network and experience throughout each project to ensure value engineering of every step. Without the application of pragmatic wisdom, designs stalemate on paper. Our project team possesses the aptitude and proficiency to ensure the economically-sensible development of the Linden Street Greenspace and Pocket Park Project.

Section 2
Professional Advice Questionnaire

2

reuther+brown
Engineering, Design, Construction Services

PROFESSIONAL ADVICE QUESTIONNAIRE

ARCHITECT/ENGINEER

Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service.

1. Project Name/Location for which firm is filing: City of Scranton - Landscape Architect and Engineering Design Services	2a. Public Advertisement Announcement Date, if any:	2b. Identification Number, if any:																								
3. Firm Name & Address: Reuther+Bowen, PC 326 Ward Street Scranton, PA 18512	3a. Name, Title & Telephone Number of Principal to Contact: Marc Bowen, PE Managing Principal 570-496-7020 Ext. 407																									
	3b. Address of office to perform work, if different from Item #3:																									
4. Personnel by Discipline: <table border="0" style="width: 100%;"> <tr> <td><u>2</u> Administrative</td> <td><input type="checkbox"/> Electrical Engineers</td> <td><input type="checkbox"/> Soils Engineers</td> <td><input type="checkbox"/> _____</td> </tr> <tr> <td><input type="checkbox"/> (Secretarial/Clerical)</td> <td><input type="checkbox"/> Estimators</td> <td><input type="checkbox"/> Specification Writers</td> <td><input type="checkbox"/> _____</td> </tr> <tr> <td><input type="checkbox"/> Architects</td> <td><input type="checkbox"/> Landscape Architects</td> <td><u>14</u> Structural Engineers</td> <td><input type="checkbox"/> _____</td> </tr> <tr> <td><u>6</u> Civil Engineers</td> <td><input type="checkbox"/> Mechanical Engineers</td> <td><input type="checkbox"/> Surveyors</td> <td><input type="checkbox"/> _____</td> </tr> <tr> <td><input type="checkbox"/> Construction Inspectors</td> <td><input type="checkbox"/> Planners: Urban/Regional</td> <td><input type="checkbox"/> _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Draftsmen</td> <td></td> <td></td> <td><u>22</u> Total Personnel</td> </tr> </table>			<u>2</u> Administrative	<input type="checkbox"/> Electrical Engineers	<input type="checkbox"/> Soils Engineers	<input type="checkbox"/> _____	<input type="checkbox"/> (Secretarial/Clerical)	<input type="checkbox"/> Estimators	<input type="checkbox"/> Specification Writers	<input type="checkbox"/> _____	<input type="checkbox"/> Architects	<input type="checkbox"/> Landscape Architects	<u>14</u> Structural Engineers	<input type="checkbox"/> _____	<u>6</u> Civil Engineers	<input type="checkbox"/> Mechanical Engineers	<input type="checkbox"/> Surveyors	<input type="checkbox"/> _____	<input type="checkbox"/> Construction Inspectors	<input type="checkbox"/> Planners: Urban/Regional	<input type="checkbox"/> _____		<input type="checkbox"/> Draftsmen			<u>22</u> Total Personnel
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<input type="checkbox"/> Draftsmen			<u>22</u> Total Personnel																							

FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER:

5. Does your firm qualify under one of the following: A. Female-Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm <input checked="" type="radio"/> E. Small Business Firm	6. Outside key consultants/associates anticipated for this project: Architerra, PC Landscape Architect
7. Brief Resume of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:	
a. Name and Title: David Lopatka, Director of Civil Engineering	a. Name and Title: Thomas M. Voglino, Senior Civil Engineer
b. Project Assignment: Project Manager	b. Project Assignment: Civil Engineer
c. Name of firm with which associated: Reuther+Bowen, PC	c. Name of firm with which associated: Reuther+Bowen, PC
d. Years experience: With this firm <u>4</u> With other firms <u>24</u>	d. Years experience: With this firm <u>2</u> With other firms <u>12</u>
e. Education: Degree(s)/Year/Specialization Bachelor of Science in Business Administration, Wilkes University, 1990	e. Education: Degree(s)/Year/Specialization Bachelor of Science in Environmental Engineering, Wilkes University, 2004
f. Active Registration: Year first registered/Discipline N/A	f. Active Registration: Year first registered/Discipline 2009, PA
g. Other experience and qualifications relevant to the proposed project:	g. Other experience and qualifications relevant to the proposed project:

FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER:

5. Does your firm qualify under one of the following: A. Female Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm <input checked="" type="radio"/> E. Small Business Firm	6. Outside key consultants/associates anticipated for this project: Architerra, PC Landscape Architect
7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:	
a. Name and Title: David E. Horn, Landscape Architect	a. Name and Title: Micah W. Mutschler, Landscape Architect
b. Project Assignment: Landscape Architect	b. Project Assignment: Landscape Architect
c. Name of firm with which associated: Architerra, PC	c. Name of firm with which associated: Architerra, PC
d. Years experience: With this firm <u>33</u> With other firms <u>7</u>	d. Years experience: With this firm <u>2</u> With other firms <u>21</u>
e. Education: Degree(s)/Year/Specialization Bachelor of Science in Landscape Architecture, State University of New York	e. Education: Degree(s)/Year/Specialization Bachelor of Science in Landscape Architecture, Penn State University,
f. Active Registration: Year first registered/Discipline Pennsylvania 1981, Landscape Architect	f. Active Registration: Year first registered/Discipline Pennsylvania 2002, Landscape Architect
g. Other experience and qualifications relevant to the proposed project:	g. Other experience and qualifications relevant to the proposed project:

(a) FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER:

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):			h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):			
8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)						
a. Project Name & Location	b. Nature of Firm's Responsibility:	c. Owner's Name & Address	d. Estimated Completion Time Actual Completion Time	e. Estimated Cost Entire Project Cost:	Cost of Work for which firm was/is responsible:	f. Actual Fee Charged
1. Lehigh Gorge State Park, New Public Access Area, White Haven, PA	Prime consultant responsible for coordination of the entire project.	PA DCNR Rachel Carson State Office Building 400 Market Street Harrisburg, PA 17105	Fall 2018	\$4.2 Million	\$4.2 Million	\$300,000
2. Penn State Abington / Abington School District, Memorial Field, Montgomery County, PA	Sub-consultant Civil Engineering and Inspection.	Abington School District Mr. Steve Saile 97 Highland Ave. Abington, PA 19001	Spring 2015 Spring 2015	\$2.5 Million	\$1.15 Million	\$60,000
3. Penn State Hazleton / Soccer Field and Running Trail Luzerne County, PA	Sub-consultant Civil Engineering and Inspection.	Penn State University Mr. Michael Morrison 76 University Drive, Hazleton, PA 18202	Spring 2016 Fall 2017		\$700,000	\$35,000
4. McHale Park** Boundless Playground Dunmore, PA	Civil Engineering and Inspection.	Dunmore Borough 400 Blakely Street Dunmore, PA 18512	Spring 2007 Summer 2007	\$300,000	\$300,000	\$32,000

** completed with another firm

FIRM NAME: Reuther+Bowen, PC

PROJECT NUMBER:

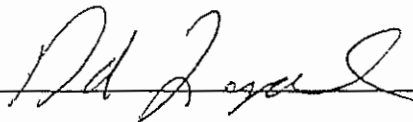
9. Use this space to provide any additional information, or description of resources supporting your qualifications for the proposed project:

Our experience in civil engineering covers a wide range of project specializations, including land development design and permitting for commercial, institutional and residential buildings, highways and industrial parks, corporate center site planning, municipal engineering, stormwater management, flood protection, subdivisions and outdoor sports and recreation facilities. We have the experience to take your project from start to finish, with integration of site data from the initial collection of survey information through base mapping, design and development of construction documents. We have the capabilities to conduct site specific evaluations related to grading, drainage and access issues. Our extensive knowledge of zoning, utility issues and environmental regulations contribute to a comprehensive offering of services that can accommodate the needs of any size project.

10. The foregoing is a statement of facts.

Date: 11/3/2017

Signature: _____



David Lopatka, Director of Civil Engineering

Typed Name and Title

Section 3
Required Forms

3

reuther+bowen
Engineering, Design, Construction Services

NON-COLLUSION AFFIDAVIT

I David Lopatka, the Director of Civil Engineering
(NAME) (TITLE)

OF Reuther+Bowen, PC, certify and make this affidavit
(VENDOR, COMPANY, AGENCY)

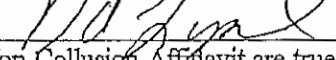
on behalf of my company agency, or brokerage and its owners, directors, and officers that I am the person responsible for the pricing quoted in this proposal for the City of Scranton to which this affidavit forms a part.

I, by my signature on this form, certify that:

1. That the pricing reflected in this proposal have been arrived at independently and without outside influence, communications, or collusion from any other bidder, potential bidder, or disqualified bidder.
2. That the pricing contained in this proposal has not been disclosed to or discussed with any other bidder, potential bidder, or disqualified bidder.
3. That no influence, extortion, or collusion has been used to restrain or prevent any person, firm, company, or organization from participating in or responding to this request for proposal by the City of Scranton.
4. That this proposal is being made free and clear of any collusive activity or inducement to submit this as a non-competitive proposal for the purpose of complementary bidding to make another proposal appear to be lowest.

I understand that by signing this form I acknowledge that the above representations are material to, form a part of, and will be relied upon in the awarding of a contract by the City of Scranton for which this proposal is being submitted. I further understand fraudulent concealment of the true facts pertinent to the submission of this affidavit shall subject such vendor, company, or agency to penalties of law and permanent banning of bidding, subcontracting or providing any and all current and future materials, equipment, services or projects required by the City of Scranton.

VERIFICATION

I, , hereby state that the facts contained in the within the foregoing Non-Collusion Affidavit are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C. S. A. Section 4904 relating to unsworn falsification to authorities.

INFORMATION TO BE INCLUDED IN ARCHITECT/ENGINEERS CONTRACT AGREEMENT.

1. MAXIMUM COMPENSATION PARAGRAPH:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT WILL THE TOTAL AMOUNT OF COMPENSATION AND REIMBURSEMENT EXCEED THE MAXIMUM SUM OF \$ 23,450.00 FOR ALL SERVICES REQUIRED UNDER THIS PROJECT, UNLESS THE SCOPE OF WORK IS INCREASED BY THE CITY OF SCRANTON.

2. GENERAL TERMS & CONDITIONS:

TO BE ATTACHED TO ACKNOWLEDGED IN THE CONTRACT THAT THEY ARE A PART THEREOF.

3. SCHEDULE OF WHEN SERVICES WILL BE COMPLETED: TIME FOR PERFORMANCE:

THE ARCHITECT/ENGINEER WARRANTS AND ASSURES THE CITY OF SCRANTON THAT ALL WORK REQUIRED HEREIN WILL BE COMPLETED NO LATER THAN APRIL 30, 2018. THE PROJECT WILL BE BID FOLLOWING THE COMPLETION OF THE DESIGN PHASE.

AFFIRMATIVE ACTION CERTIFICATION

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

Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.

Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures. Bidder shall comply with all state and federal laws prohibiting

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE November 3, 2017

Reuther+Bowen, PC
(Name of Bidder)

By David Lopatka

Title Director of Civil Engineering

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

Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.

Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Date November 3, 2017

Reuther+Bowen, PC

(Name of Bidder)

By Dave Lopatka *Dd Lopatka*

Title Director of Civil Engineering



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: Kevin Esler PHONE (A/C No, Ext): (201) 262-1200 FAX (A/C No): (201) 262-7810 E-MAIL ADDRESS: certs@fenner-esler.com	
INSURED Reuther+Bowen, P.C. 326 Ward Street Dunmore PA 18512-2424		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co. of INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31194	

COVERAGES

CERTIFICATE NUMBER: Master 17-18

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		105583317	3/18/2017	3/18/2018	PER CLAIM LIMIT \$5,000,000 AGGREGATE LIMIT \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Landscape Architect and Engineerig Design Services - 2017 Linden Street Greenspace and Pocket Park Project

CERTIFICATE HOLDER**CANCELLATION**

City of Scranton
City Controller
34 North Washington Avenue
2nd Floor
Scranton, PA 18504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Esler/JEAN

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kincel & Company, Ltd. 1100 Dunham Drive P O Box 280 Dunmore, Pennsylvania 18512	Phone: (570)961-8731 Fax: (570)961-0520	CONTACT NAME: Jennifer Hlavaty PHONE (A/C, No, Ext): (570)961-8731 FAX (A/C, No): (570)961-0520 E-MAIL ADDRESS: jennifer_hlavaty@kincel.com														
INSURED Reuther + Bowen PC 326 Ward Street Dunmore, PA 18512		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Selective Insurance Company Of South Carolina</td><td>19259</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Insurance Company Of South Carolina	19259	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Selective Insurance Company Of South Carolina	19259															
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER: 3292

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		S 2243655	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		S 2243655	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		S 2243655	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC90366439	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Holder's Nature of Interest: Certificate Holder

City of Scranton
340 North Washington Avenue
Scranton, PA 18503

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



pennsylvania

DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that

REUTHER & BOWEN PC DBA REUTHER

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

BUSINESS TYPE(s): Design

CERTIFICATION NUMBER: 375885-2014-02-SB

CERTIFICATION TYPE: Small Business

ISSUE DATE: 02/20/2014

EXPIRATION DATE: 02/20/2018

RECERTIFIED DATE: 2/20/2017

Curtis M. Topper, Secretary
Department of General Services
Commonwealth of Pennsylvania

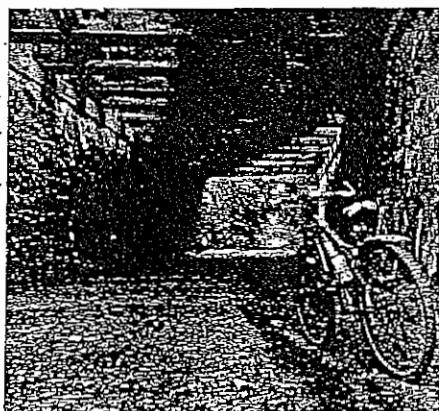
Section 4
Related Project Experience

4

reuther+bowen
Engineering, Design, Construction Services

Lehigh Gorge State Park, New Public Access Area White Haven, PA

Prime civil engineering services for a new public access area at this PA State Park in White Haven, Luzerne County. The \$3.26 million project for PA DCNR is funded through PA's Department of General Services and includes nearly 1.5 miles of new roadway connecting SR 940 with the town of White Haven. It also offers access to boat launch sites on the Lehigh River, walking and biking trails, vehicle and pedestrian bridges, a changing facility, and onsite parking.

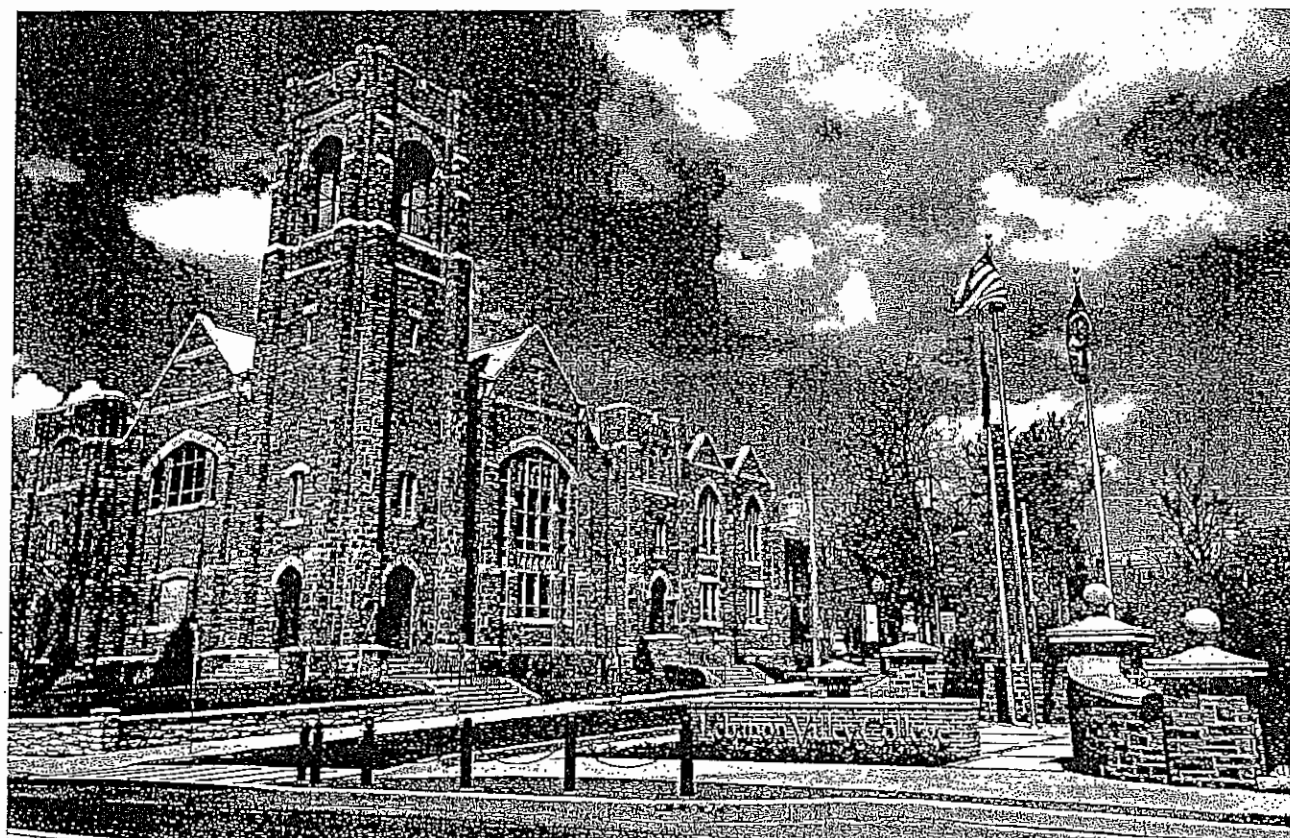
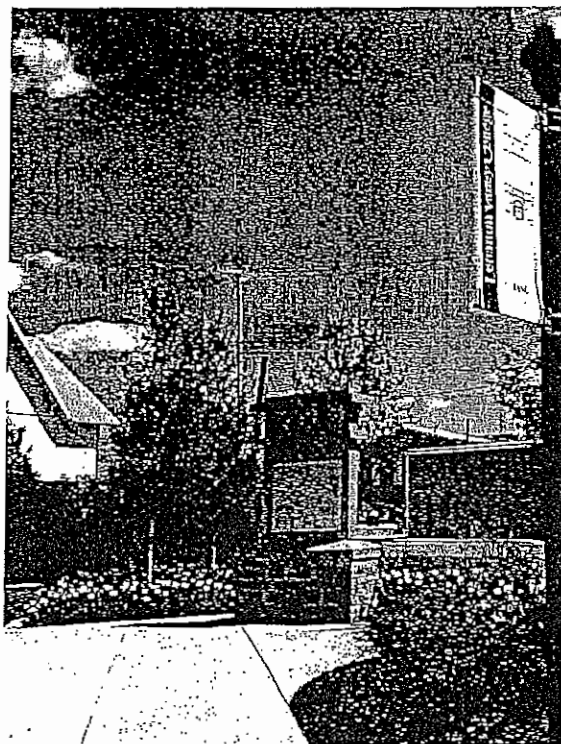




LEBANON VALLEY COLLEGE
EAST GATE
Annville, Pennsylvania

architerra, pc.

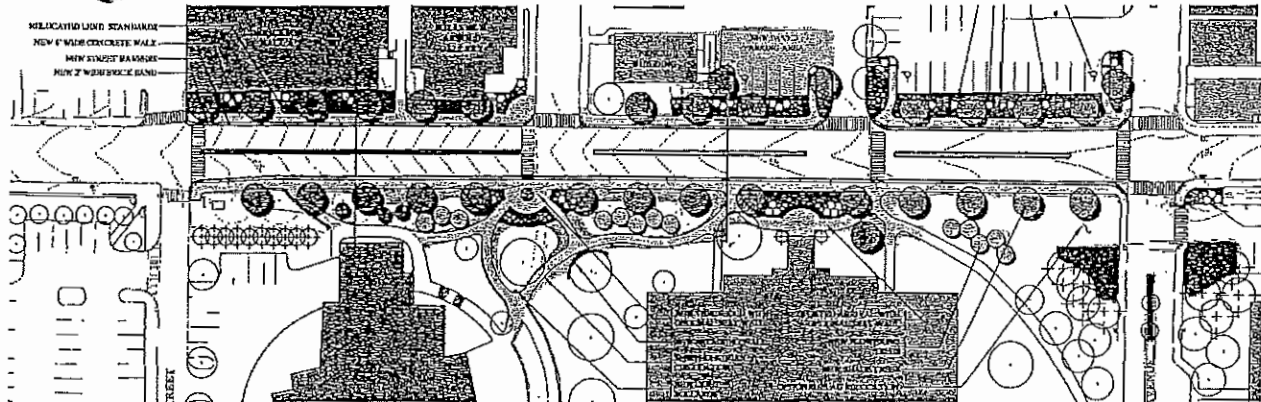
In a collaborative effort with Spillman Farmer Architects, **Architerra** designed several concepts for a new threshold and visitor parking area for Lebanon Valley College. Situated along a primary vehicular route, the college's East Gate presented an opportunity to strengthen a visitor's sense of arrival and define the campus edge from adjacent residential properties. **Architerra** created a welcoming gathering space with seating, flag poles, landscaping, identification signage, and a campus directory. Pedestrian safety was addressed through enhancing crosswalks, adding bollards, and updating sidewalks with handicapped accessibility standards. With limited space for the entrance threshold, angled parking was designed to efficiently accommodate visitors. A landscaping strategy creatively handled buffering of residential properties, while presenting seasonal interest throughout the year.



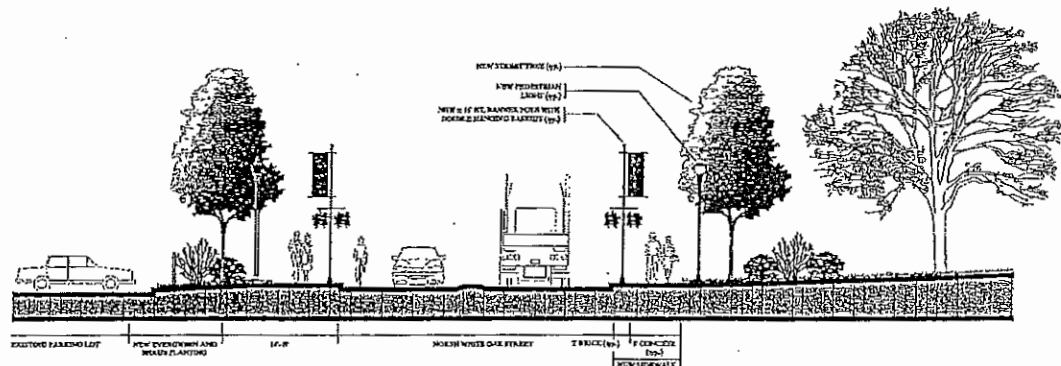
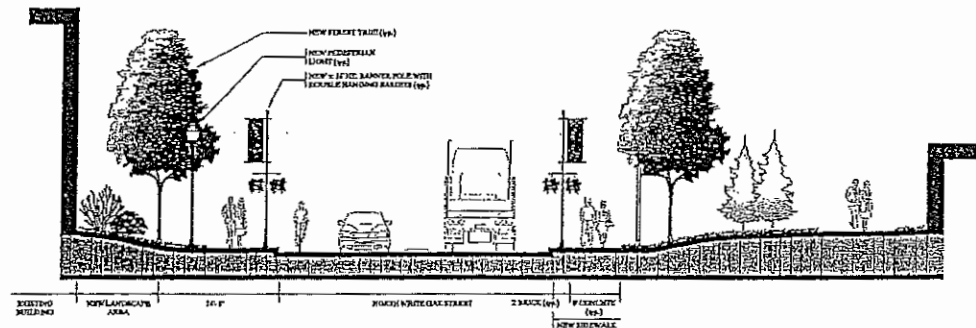


LEBANON VALLEY COLLEGE
NORTH WHITE OAK STREET
Annville, Pennsylvania

architerra, pc.



Lebanon Valley College approached **Architerra** to redefine the main vehicular and pedestrian corridor along the western edge of campus. As a primary vehicular access route through the town of Annville, Pennsylvania, this street presented an opportunity to highlight the College's identity and create a true sense of arrival to visitors and those simply passing through. This route also presented the challenge of ensuring pedestrian safety with the high volume of traffic experienced. **Architerra** evaluated existing conditions, assessing pedestrian crossings, grades and slopes, tree canopies, and site character. With this information, **Architerra** developed a design which not only updated crosswalks and curbing to be compliant with handicapped accessibility standards, but also unified campus identity through a new tree allée, new banners, lighting, paving patterns, and a new seating area with campus signage. In accordance with PENNDOT, **Architerra** also incorporated a central median within the street to slow traffic and encourage a safer relationship between vehicular and pedestrian traffic.





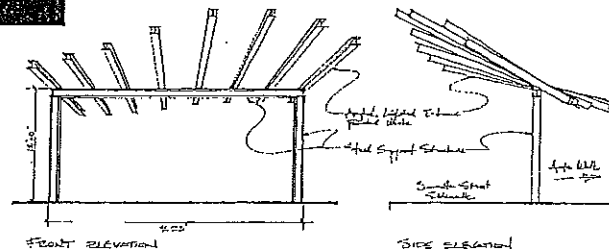
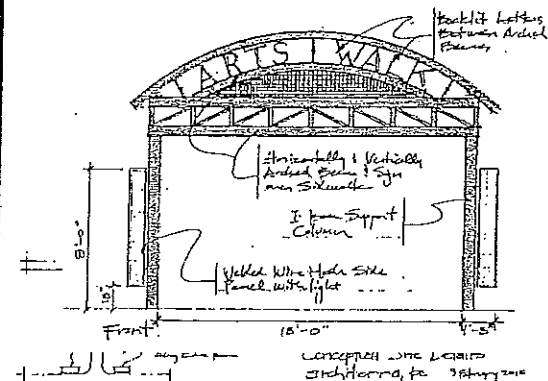
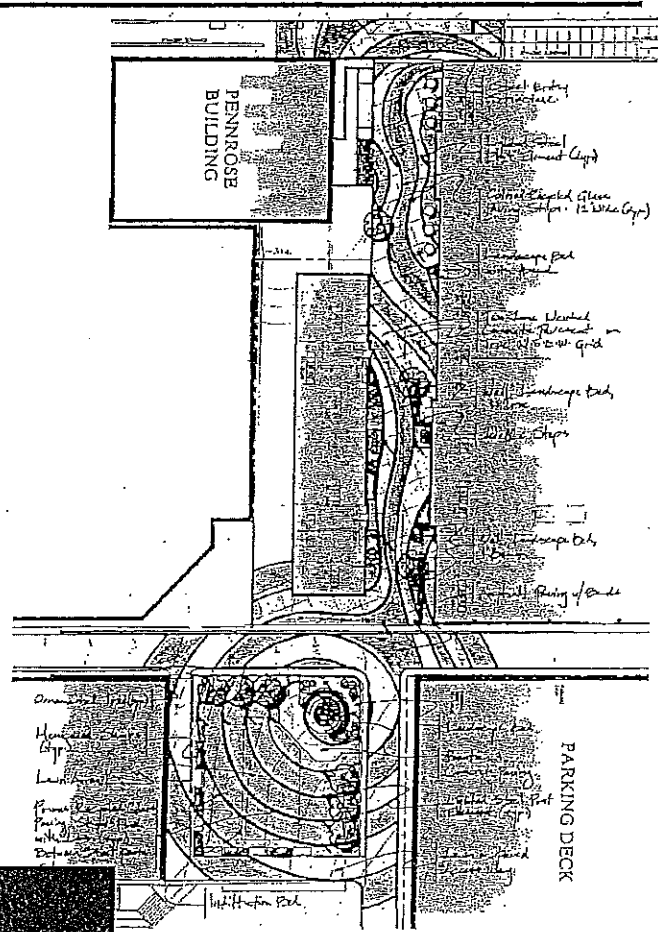
architerra, pc.

ARTSWALK CITY OF ALLENTOWN Allentown, Pennsylvania

Architerra generated multiple creative concepts for the ArtsWalk in Center City Allentown. The primary concept that emerged involved colorful paving patterns leading visitors playfully through the space. An arching threshold presents an enticing welcome upon entering the walk.

Architerra strategically positioned retaining walls and landscape gardens to not only accommodate grade changes, but also to soften the scale and visual transition of the tall adjacent buildings. **Architerra** also explored the idea of a kinetic sculptural wall, which subtly moves with the wind, mounted on the building façade.

This project was installed as a catalyst in a downtown beatification effort with mixed uses including apartment housing, offices, retail stores, and restaurants.





HAMILTON STREET MALL STREETSCAPE Allentown, Pennsylvania

architerra, pc.



Hamilton Street in downtown Allentown has undergone many transitions from the early urban mall days of the 1970's.

Architerra has played a key role in renovations to Hamilton Mall, an eight block mall of streetscape improvements through the central business district.

Architerra's role in assisting a local architectural firm was in hardscape design, construction detailing, and plant material design. In this regard, the Hamilton Square area was transformed by the use of water features, pavers, pavement patterns, plantings, banners, and

overall seasonal applications of color. Detailing of the improvements focused upon a variety of pedestrian and vehicular traffic, extreme seasonal, climatic influences, and overall longevity.

Due to the size of adjacent buildings and the shade patterns they create, two extreme microclimates coexisted on opposite sides of the same street causing careful consideration in the selection of plant material.

This project was implemented with phased construction in 1988-1992.

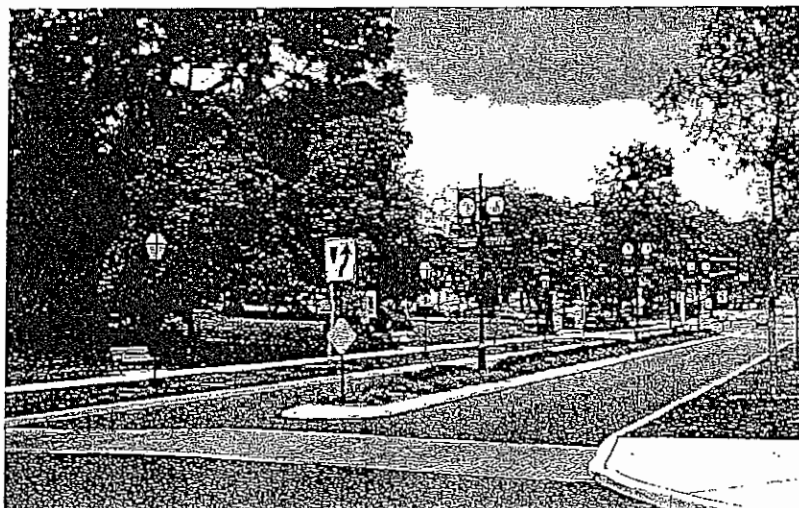
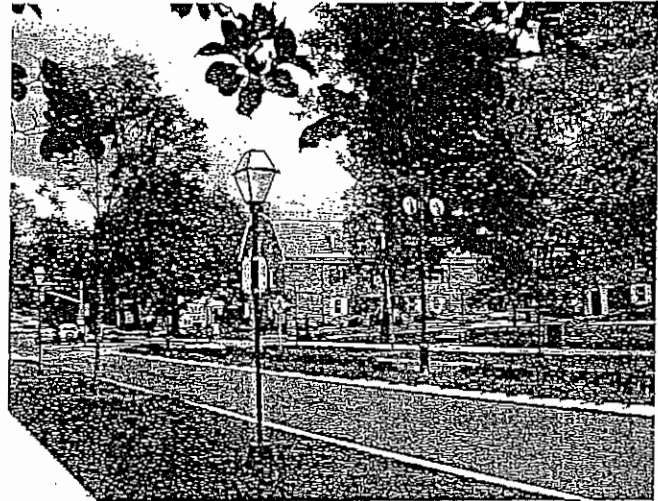




BETHLEHEM NORTH MAIN STREET MORAVIAN COLLEGE STREETSCAPE Bethlehem, Pennsylvania

One of the six original colleges established in the United States, Moravian College, was faced with an identity crisis. The perceived image of their campus appeared lost in the spacious neighborhood of north Bethlehem. Drawing from the historical character of Moravian College, Architerra developed a sense of identity and arrival within the college neighborhood. This involved the development and integration of a campus-wide signage program, including a major identification sign design, and the development of other streetscape components to unify the campus and establish a key "arrival threshold." In doing so, a two-block segment of North Main Street was reconfigured to include a landscaped median. This achieved a number of objectives affiliated with the project.

1. It served as a traffic calming device, without reducing the number of traffic lanes.
2. It provided an attractive and unique area of the neighborhood streetscape, thereby communicating a sense of arrival to the Moravian College campus.
3. It initiated a more formal identification of the "Moravian Mile". A segment of Main Street connecting the two campuses of Moravian College within the City of Bethlehem.



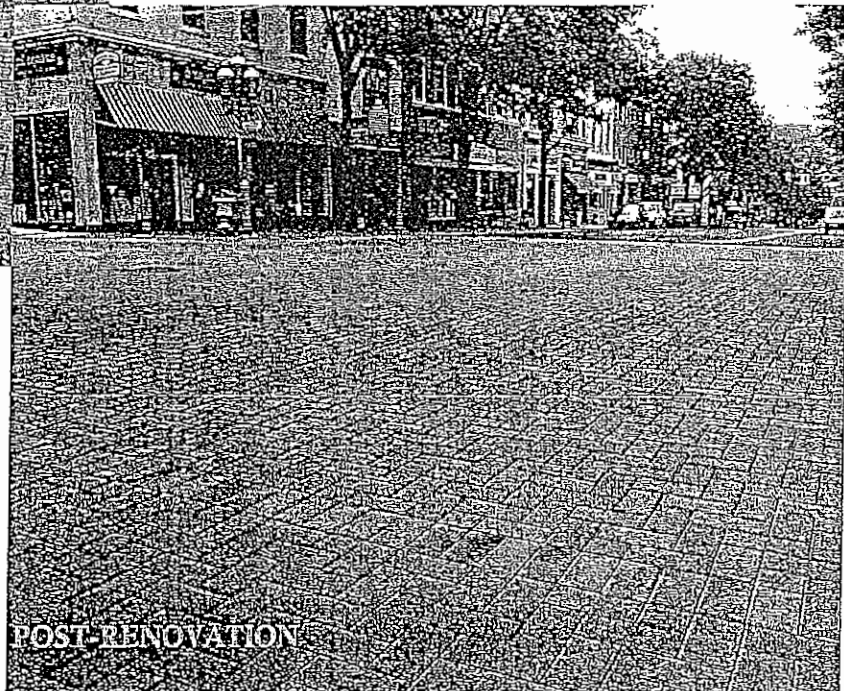
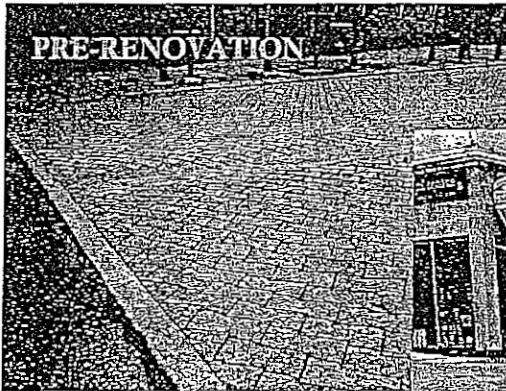
Success of the project was contingent upon material selection, planting design for year-round interest, and coordination through the City of Bethlehem Engineering Department.



BETHLEHEM HISTORIC DISTRICT STREETSCAPE Bethlehem, Pennsylvania

architerra, pc.

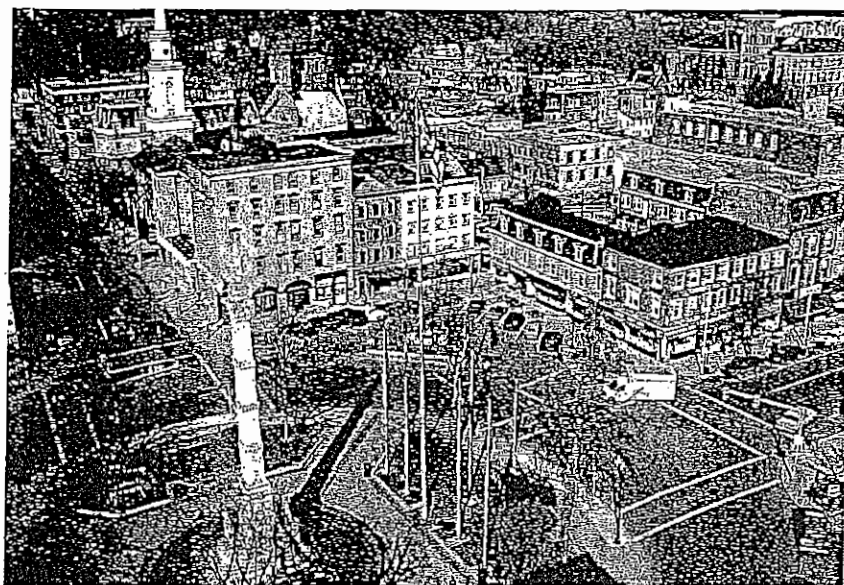
In historic downtown Bethlehem, Architerra was able to achieve what two previous engineering consultants were not: successfully develop a hardscape construction detail which provided historic character unique to the business district with the functional integrity required to withstand heavy traffic. To achieve this, **Architerra** needed to “hard sell” the City Engineering Department and the members of the downtown historic review board. Careful selection of hardscape materials in terms of shape, color, and texture was required. The development of a cross sectional, construction detail was key so that horizontal or vertical movement of the pavers would not occur. Add to this a tight budget and tighter window for construction implementation and you have the makings of a complicated, challenging, and high profile project, which is what **Architerra** thrives on. This project was successfully implemented in 2000, weeks before millions of visitors ascended upon downtown Bethlehem for its annual Musikfest celebration.



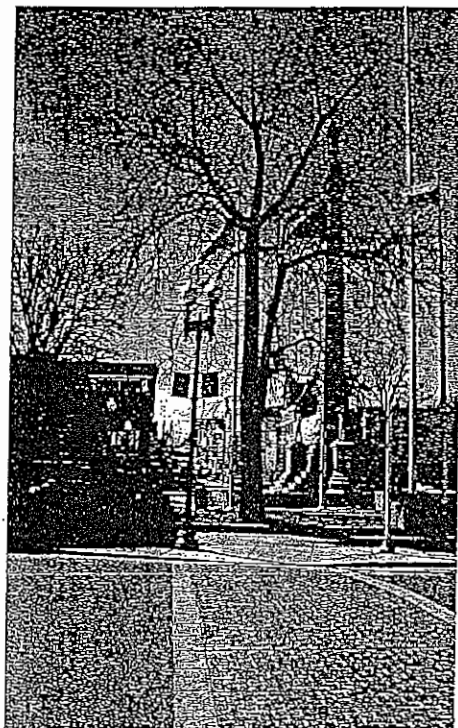


EASTON CENTER SQUARE Easton, Pennsylvania

architerra, pc.

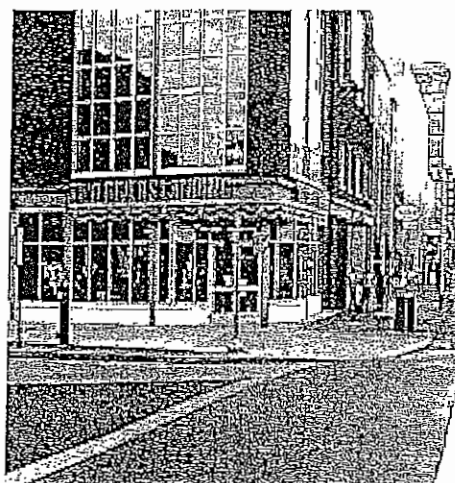


Historic Center Square in downtown Easton, Pennsylvania is the core of the city's vitality and image. Urban renovation over recent years has included the development of Two Rivers Landing, The Crayola Factory, the relocation of the city's administrative offices, and numerous shops and restaurants. **Architerra** redesigned the streetscape in the southwest quadrant of Center Square in 1999. This included the development of



new traffic patterns, the creation of a new sense of arrival, visitor drop-off, and bus parking for the new Two Rivers Landing and Crayola Factory visitor attractions. In developing a design and construction implementation strategy, **Architerra** successfully dealt with concerns relative to historic context, access to established businesses during construction, non-disruptive traffic flow, and the effect of heavy duty traffic volumes on construction detailing. Amenities such as patterned, colored concrete, street lighting, flag poles, and landscaping were orchestrated into a harmonious destination within Center Square. Complicating design and construction were uncharted, antiquated utilities and vaults under sidewalks.

Nonetheless, the success of this project was a catalyst for continued streetscape and crosswalk improvements to the other corners of the square, as well.





THE PENNSYLVANIA STATE UNIVERSITY CAMPUS GARDEN RENOVATION Hazleton, Pennsylvania

Located prominently near the iconic Nittany Lion shrine on the Penn State Hazleton campus, the Dr. Lil Junas Garden is a high-visibility space. Historically, the garden was known as an opportunistic space for graduation photographs. In 2014, the garden was in need of

renovation, as plantings had matured, out-growing their space. An existing fountain had also fallen into disrepair. With the support of an outside donor, The Pennsylvania State University entrusted Architerra to revive the garden as a central gathering and event space. In collaboration with the University, Architerra devised several conceptual plans which progressed into a single plan, and ultimately construction documents. The University wished to provide a grassy space for hosting tented events, while also increasing accessibility and circulation by adding a hardscape path. Existing stone work, including a stone archway, was uncovered from overgrown vegetation, and

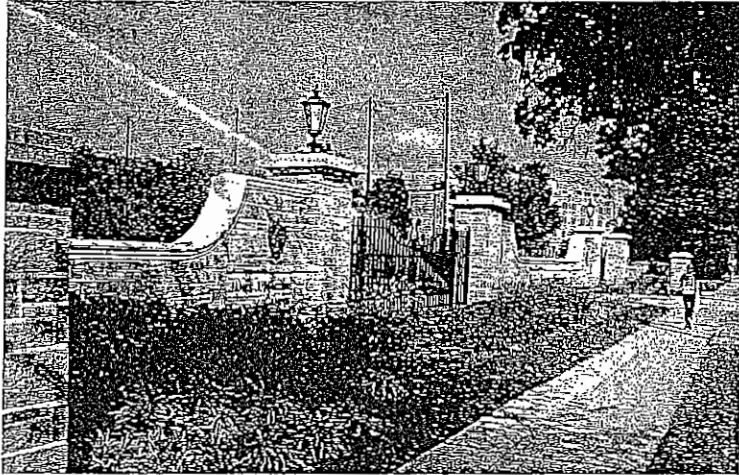


highlighted throughout the garden. A new fountain was designed and installed and an existing navy bell was removed and relocated to be featured elsewhere on campus. Large existing Yew shrubs were pruned as an architectural accent. Architerra also introduced a fresh perennial and shrub palette for year-round seasonal interest. The garden's purpose is reinvigorated and now stands as a strong, iconic gathering space for students, staff, and visitors.



SAINT JOSEPH'S UNIVERSITY
FURMAN WALK
Philadelphia, Pennsylvania

architerra, pc.



Saint Joseph's University stands as a welcoming campus to Philadelphia's Main Line. This was solidified when the Maguire Campus was recently added to Saint Joseph's University. As a former, private high school campus, this site was more than opportunistic as a perfect complement to the University's campus across City Avenue. With the task of upgrading facilities and the new Maguire Campus aesthetic, the University invited Architerra to

enhance the design to the main student entrance at Furman Walk, as part of a larger project, which included site-wide landscape improvements, involving stormwater management plantings, and three new synthetic turf athletic facilities.

Architerra designed and detailed the paving pattern for the long, linear walkway and developed a planting plan that provides visual interest throughout all four seasons. This low maintenance solution was created in coordination with grounds staff to select and develop a preferred planting palette.

Furman Walk is a gateway connection for students, faculty, and visitors that is a visual representation of the academic and aesthetic excellence Saint Joseph's University portrays throughout its campus experience.





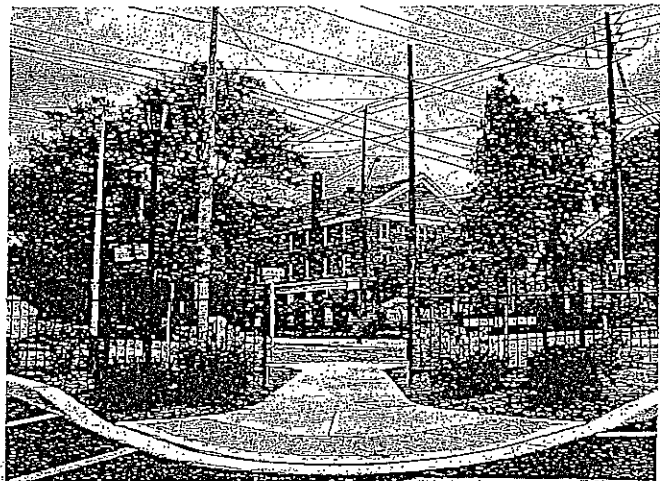
WYOMING SEMINARY MARKET STREET PARKING Kingston, Pennsylvania

architerra, pc.



As part of a larger campus planning effort, Wyoming Seminary sought methods for increasing off-street parking opportunities on their landlocked, urban campus. The school purchased dilapidated neighboring properties with the intent of creating parking, particularly for nearby administrative offices. Architerra analyzed site feasibility and developed conceptual designs leading to construction documents for a new parking lot. Site challenges included landscape buffering of residential properties, and maximizing parking opportunities in an aesthetically pleasing manner on the 'L' shaped site. The design addressed

handicapped accessibility of parking and pedestrian crosswalk connections. Ornamental fencing, lighting, street tree replacement, and landscaping were strategically incorporated throughout the design. Architerra meticulously extended the formal, historic flavor of the campus into this Market Street parking lot.

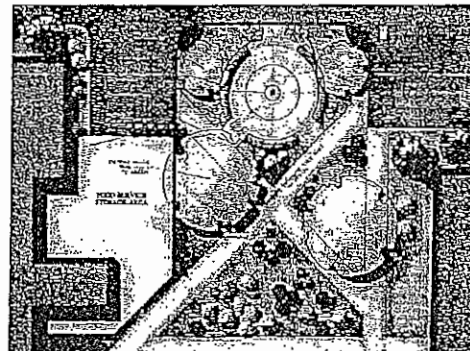
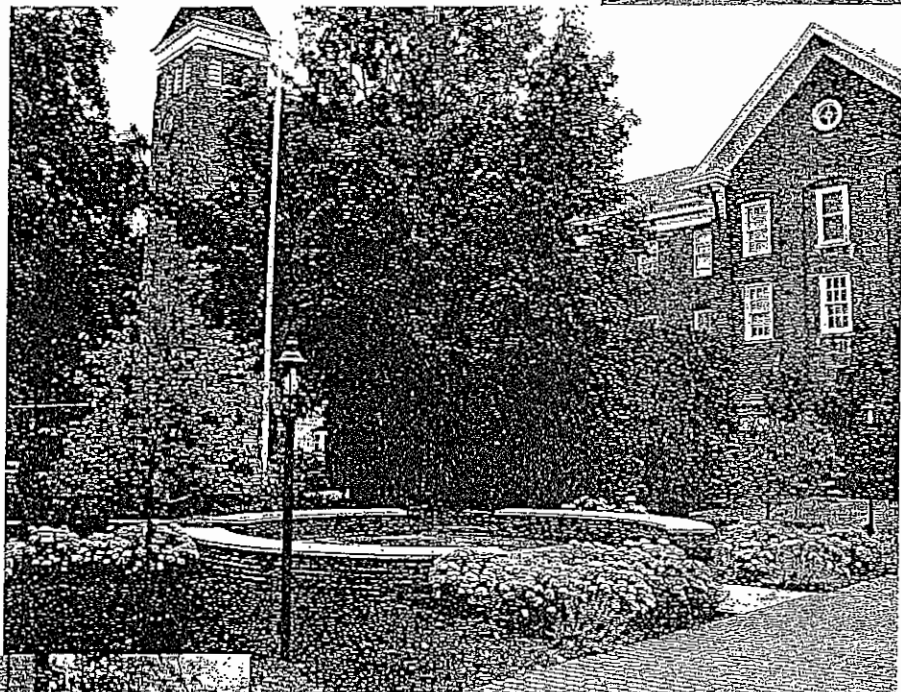
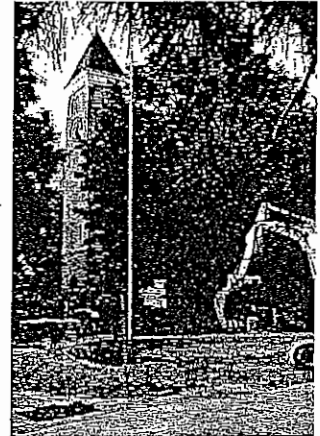




WYOMING SEMINARY
STUDENT CIRCLE
Kingston, Pennsylvania

architerra, pc.

Wyoming Seminary is the oldest coeducational college preparatory school in Northeastern Pennsylvania. After years of employing and collaborating with their alumni, Architerra was professionally engaged to assist "Sem" in the design and construction documentation of the class gifts for 2003-2005. In this regard, students selected a prominent space on campus, the flagpole hub, as a site for a small outdoor plaza. Architerra's focus was to develop an outdoor space, versatile in uses ranging from outdoor classroom to small scale individual reflection for implementation by both students and alumni. Situated between such campus landmarks as the bell tower and the quadrangle, this new outdoor space integrates seasonal landscaping and hardscape design within the context of existing trees and plaza furnishings. On a more practical level, aspects of the new plaza also serve as a service area for occasional delivery vehicles visiting the nearby physical plant and dining hall. The result is a rather unique exterior space, as diverse as the students who attend the Wyoming Seminary.





DEPARTMENT OF LAW

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

June 29, 2018

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

RECEIVED
JUL 02 2018
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH REUTHER + BOWEN, PC FOR CITY OF SCRANTON
LANDSCAPE ARCHITECT/ENGINEERING DESIGN SERVICES -LINDEN
STREET GREENSPACE AND POCKET PARK PROJECT.

Respectfully,

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

JLE/sl

RESOLUTION NO. _____

2018

RE-APPOINTING SHAWN WALSH, 2821 CEDAR AVE., SCRANTON, PENNSYLVANIA, 18505, AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. WALSH'S TERM EXPIRED ON JULY 1, 2018 AND HIS NEW TERM WILL EXPIRE ON JULY 1, 2023.

WHEREAS, Shawn Walsh's term as a member of the City of Scranton Board of Zoning Appeals expired on July 1, 2018; and

WHEREAS, Shawn Walsh was appointed by Resolution No. 25, 2013 to replace Mary Ann Wardell whose term expired on July 1, 2013; and

WHEREAS, the Council of the City of Scranton desires to re-appoint Shawn Walsh to a five (5) year term.

NOW, THEREFORE, BE IT RESOLVED BY SCRANTON CITY COUNCIL THAT Shawn Walsh, 2821 Cedar Ave., Scranton, Pennsylvania, 18505 is hereby re-appointed to the City of Scranton's Zoning Board of Appeals with said term to commence on July 2, 2018 and expire on July 1, 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 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.

RESOLUTION NO. _____
2018

APPOINTMENT OF PAUL MARCKS, 724 GIBBONS STREET, SCRANTON, PENNSYLVANIA, 18505 AS A MEMBER OF THE BOARD OF ZONING APPEALS FOR THE CITY OF SCRANTON. MR. MARCKS WILL REPLACE ALAN O'NEILL WHOSE TERM EXPIRED ON JULY 1, 2018. MR. MARCKS' TERM WILL COMMENCE ON JULY 2, 2018 AND EXPIRE ON JULY 1, 2023.

WHEREAS, Alan O'Neill served as a member of the City of Scranton Board of Zoning Appeals appointed by Resolution No. 24, 2013; and

WHEREAS, Alan O'Neill's expired term creates a vacancy on the Board of Zoning Appeals; and

WHEREAS, the Council of the City of Scranton desires to fill that vacancy with the appointment of Paul Marcks to a five (5) year term.

NOW, THEREFORE, BE IT RESOLVED BY SCRANTON CITY COUNCIL THAT Paul Marcks, 724 Gibbons Street, Scranton, Pennsylvania, 18505 is hereby appointed as a member to the City of Scranton's Zoning Board of Appeals with said term to commence on July 2, 2018 and expire on July 1, 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 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.

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229634 ENTITLED "POLICE GRANTS" FOR RECEIVING FUNDS FROM MULTIPLE SHORT TERM OR PASS THROUGH POLICE GRANT SOURCES THAT REQUIRE FUND ACCOUNTS SEPARATE FROM THE GENERAL FUND.

WHEREAS, this Special City Account is being established for receiving grant funds from multiple short term or pass through Police Grant sources that require funds accounts separate from the General Fund. This collective fund will facilitate the auditing process.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229634 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.

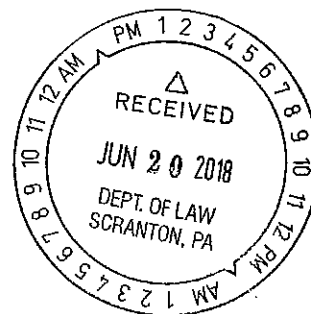


DEPARTMENT OF BUSINESS ADMINISTRATION

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

June 20, 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 multiple short term or pass through police grant sources that require fund accounts separate from the general fund. This collective fund will facilitate the auditing process.

02.229634
Police 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

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



DEPARTMENT OF LAW

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

RECEIVED

JUN 25 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

June 25, 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. 02.229634 ENTITLED "POLICE GRANTS" FOR
RECEIVING FUNDS FROM MULTIPLE SHORT TERM OR PASS THROUGH
POLICE GRANT SOURCES THAT REQUIRE FUND ACCOUNTS SEPARATE
FROM THE GENERAL FUND.

Respectfully,

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

JLE/sl

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 APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF TWO MILLION \$2,000,000.00 DOLLARS; ACCEPTING AND DISBURSING THE GRANT AND COORDINATE THE USE OF THE GRANT FUNDS WITH "SCRANTON-CHERRY, LP, FOR THE PROJECT TO BE NAMED THE "SCRANTON COUNSELING CENTER".

WHEREAS, the City of Scranton, in coordination with "Scranton-Cherry, LP", or their designee, 2030 Tilghman Street, Suite #203, Allentown, Pennsylvania 18104 is desirous of obtaining funds from the Commonwealth of Pennsylvania's Office of the Budget in the amount of \$2,000,000.00 for prevention and elimination of blight through the Redevelopment Assistance Capital Program (RACP). These funds are in addition to the \$1,000,000.00 that was approved by Scranton City Council under Resolution No.189, 2017 and \$1,000,000.00 that was approved by Scranton City Council under Resolution No. 5, 2018; and

WHEREAS, a blighting influence exists due to the deteriorating condition of "Scranton Counseling Center" (the "Project") located at 329 Cherry Street, Scranton, Pennsylvania, and

WHEREAS, the City will partner with "Scranton-Cherry, LP", or their designee, as the applicant for the grant funds from Commonwealth of Pennsylvania's Office of the Budget and disburse the funds to the City to fund the Project; and

WHEREAS, the City will reimburse the Commonwealth of Pennsylvania's Office of the Budget for any expenditures found by the Commonwealth of Pennsylvania's Office of the Budget to be ineligible; and

WHEREAS, the details of the Project costs and breakdown are detailed in the grant application a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to apply for, execute and submit a grant application to the Pennsylvania Office of the Budget for the Redevelopment Assistance Capital Program (RACP); substantially in the form attached hereto,

and if successful, to accept the grant funds to be used for the Project as detailed in the grant application. This approval anticipates the execution of any and all related documentation which may be necessary to complete the grant application, including but not limited to the grant application.

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

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

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



June 19, 2018

Atty. Jessica Boyle
340 North Washington Avenue
City Hall
Scranton, PA 18503

Re: Redevelopment Assistance Capital Program (RACP)
Scranton Counseling Center Project
Scranton, Pennsylvania 18505
Resolution - \$2,000,000.00

Dear Atty. Boyle:

The City was approved for an additional \$2,000,000 grant through the PA Office of the Budget through the Redevelopment Assistance Capital Program (RACP) for the development of the above mentioned project. A copy of the application is attached.

This is in addition to the \$1,000,000 Resolution #189, 2017 and \$1,000,000.00 Resolution #5, 2018. This will be a total of \$4,000,000.00 RACP funding approved by the Office of the Budget.

OECD is requesting to review the attached Resolution for the development of the former Button Company located at 329 Cherry Street, Scranton, PA 18505. This will be the new home for the Scranton Counseling Center.

If you have any questions, please contact me at laebli@scrantonpa.gov.

Sincerely,

A handwritten signature in black ink that reads "Linda B. Aebli". The signature is written in a cursive, flowing style.

Linda B. Aebli
Executive Director

Lba/
Attachments



OFFICE OF THE MAYOR

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

June 18, 2018

Mr. Steven Heuer
Office of the Budget
Bureau of Revenue, Capital & Debt
RACP
18th Floor Harrisburg 2
333 Market Street
Harrisburg, PA 17101-2210

Re: Redevelopment Assistance Capital Program Grant (RACP)
Scranton City
Scranton Counseling Center, 329 Cherry St., Scranton, PA 18505
Capital Budget Itemization Act of 2013-085
\$2,000,000.00

Dear Mr. Heuer:

This will confirm the letter dated May 29, 2018 from Randy C. Albright, Secretary, Office of the Budget informing the City of Scranton that Governor Wolf has authorized the release of an additional \$2,000,000.00 for the above mentioned project.

On behalf of the citizens of Scranton, Pennsylvania and in accordance with RACP statutes, I accept the grant and will follow all regulations under RACP.

Ms. Aebli, of my staff, will be the City of Scranton's contact for this project:

Ms. Linda B. Aebli
Executive Director
Office of Economic and Community Development
Municipal Building
340 North Washington Avenue
Scranton, Pennsylvania 18503
Phone: 570/348-4216
FAX: 570/348-4123
Email: Laebli@scrantonpa.gov



OFFICE OF THE MAYOR

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

If you need further information, please do not hesitate to contact Ms. Aebli at Laebli@scrantonpa.gov or 570/348-4216.

Sincerely,

William L. Courtright
Mayor

Cc: Ms. Linda B. Aebli, Executive Director, OECD
Mr. Elias Joseph, Office of the Budget
Atty. Sean Gallagher, OECD Solicitor
Mr. William Harbeson, Administrator, (RACP)
Atty. Jessica Eskra, Solicitor, City of Scranton
Mr. Charles Jefferson, Scranton-Cherry, LP



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF THE GOVERNOR

Scranton
Counseling

Nov 29, 2018

RANDY ALBRIGHT
SECRETARY
GOVERNOR'S OFFICE OF THE BUDGET

May 29, 2018

2018 JUN 18 PM 1 52

The Honorable William Courtwright, Mayor
City of Scranton
340 North Washington Avenue
Scranton, PA 18503

Dear Mayor Courtwright:

Governor Wolf has authorized the release of \$2,000,000 in Redevelopment Assistance Capital Program (RACP) funding for the Scranton Counseling Center project in Lackawanna County. This project is eligible to receive funding via legislative authorization in the Capital Budget Project Itemization Act of 2013-085. Please note that RACP monies will not be paid out until (a) an RACP grant agreement has been fully executed between you and the Commonwealth, and (b) you have complied with all RACP program and grant agreement requirements as set out in the grant agreement and in the program guidelines.

This correspondence shall serve as written notification authorizing the preparation and submission to the Office of the Budget of a formal and complete Redevelopment Assistance application for the project. The Application Materials Handbook contains the necessary forms and instructions for the preparation of the application. The RACP application must be submitted in electronic format (PDF) via upload to an RACP FTP site. Hard copies or electronic copies *on a CD or Flash Drive* are no longer required. Access instructions to the FTP site, along with a unique Username and Password, will be *emailed* to you within approximately 3 weeks of receiving this letter. The RACP Application Handbook, available on our website (<http://www.racp.pa.gov>), contains the necessary instructions for the preparation of an application and provides the information you will need to upload it to our FTP site. Please note that *Special Conditions* are also now required to be submitted electronically as a PDF file via upload to the RACP FTP site. *Special Conditions* are outstanding documentation that is required to be submitted prior to an entity being eligible to receive grant funds. They are found in Appendix B of a typical RACP Grant Agreement.

As you are aware, RACP funding is intended to provide much needed economic stimulus to the Pennsylvania economy and it is intended to assist in the immediate creation of quality, family-sustaining jobs for Pennsylvanians. In completing the application for the RACP grant, please include sufficient information and documentation indicating this project's estimated

economic impact and the potential for job creation. To be eligible for this award in accordance with RACP statutes, you must notify the Office of the Budget if you accept the grant within 30 days of receiving notification of approval via an official correspondence.

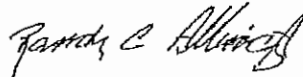
As one of the selected recipients of the limited amount of RACP funding available, your organization now has the significant responsibility of ensuring that these funds are utilized for economic development in a timely manner. Therefore, it will be the policy of this Administration to require that **all recipients of RACP funding MUST submit their application within six (6) months of the date of this letter.** Failure to submit the required RACP application within this timeframe may lead to the termination of any commitment of funding contained herein. It is important to note, however, that according to existing law, applicants must be able to demonstrate that at least 50% of the required non-state funds necessary to complete the project are secured at the time of the application. Failure to document the 50% non-state funds will preclude the Office of the Budget from accepting the application and drafting a grant agreement. It is also important to stress that a Resolution from the eligible applicant authorizing the submission of the application for Redevelopment Assistance Capital Grant funding should be provided as part of the application.

Additionally, once the grant agreement is fully executed for the RACP funding, your organization will then have a maximum of six (6) months to meet the terms and conditions of the grant agreement and begin construction of the project. Failure to begin construction of the project within six months of the final execution of the grant agreement may lead to the termination of the funding commitment.

Whereas this project has now been authorized to receive RACP funding, you should know that the grant agreement you will execute requires compliance with bidding and the payment of prevailing wage rates as a condition of the contract among other requirements. Questions about prevailing wage rates and how they may affect your project's construction contracts should be directed to the Bureau of Labor Law Compliance, Department of Labor and Industry at 717-787-4671. Failure to comply with these requirements may result in the loss of this funding and return of any funds already provided to your project by the Commonwealth.

Your assistance in this matter is greatly appreciated and the Commonwealth of Pennsylvania looks forward to working with you for the successful completion of this project.

Sincerely,



Randy C. Albright
Secretary of the Budget

cc: Mike Brunelle (Chief of Staff)
Yeseñia Bane (Governor's Office)
Anne Baloga (Office of the Budget)
Steve Heuer (Office of the Budget)
Elias Joseph (Office of the Budget)
House Appropriations Committee Chairman (R)
House Appropriations Committee Chairman (D)
Senate Appropriations Committee Chairman (R)
Senate Appropriations Committee Chairman (D)
Speaker of the House of Representatives
Majority Leader, House of Representatives
Minority Leader, House of Representative
President Pro Tempore of the Senate
Majority Leader, Senate
Minority Leader, Senate
Subgrantee:
Mr. Charles C. Jefferson, President

TAB 1: Project Eligibility Requirements

Itemization Requirements:

The proposed project for the Scranton Counseling Center in the City of Scranton is included in the Capital Budget Project Itemization Act as follows:

COUNTY	MUNICIPALITY	ACT NO.	AUTHORIZATION DATE	ACT DESCRIPTION	ACT AMOUNT	RELEASE AMOUNT	REMAINING AMOUNT	RELEASE DATE
Lackawanna	City of Scranton	2013-085	11/1/2013	Acquisition, construction, infrastructure and other related costs for Neighborhood Commercial District revitalization project	\$4,000,000		\$4,000,000	

Constructions Status:

The construction start date for the Scranton Counseling Center is ~~July 2017~~. *Nov. 2018*

The project is scheduled to be completed August 2018.

Project Labor Agreement is not required.

Housing Statement:

This RACP Project does not include a housing component.

TAB 2: PROJECT DESCRIPTION

Project Name: Scranton Counseling Center

Address: 329 Cherry Street
Scranton, PA 18503

Municipality: City of Scranton

County: Lackawanna

State Representative: Hon. Marty Flynn
409 North Main Street, Scranton, PA 18504
113th District

State Senator: Hon. John P. Blake
409 Lackawanna Avenue, Suite #210, Scranton, PA 18503
22th District

OVERALL:

Scranton Counseling Center (SCC) is Lackawanna County's largest integrated community behavioral health provider serving children, adolescents, adults and the elderly throughout the Greater Scranton area. SCC has been serving the community since 1947 and in its present location for nearly 30 years.

The project is the construction of a new facility with onsite parking and ample space to accommodate the Center's growing program needs. The new home will be located at 329 Cherry Street in the City of Scranton, County of Lackawanna, and will replace SCC's existing outdated and dysfunctional series of buildings. These buildings on Scranton's 300 block of Adams Avenue are a series of converted early 20th century stores with inefficient floor plans, a lack of natural light and poor handicap access. SCC has outgrown this location.

The new facility is a 3-story adaptive reuse of an historic warehouse a few blocks from SCC's current location. The Center's program needs will be fully integrated into the new facility with some space for future growth. The major improvements benefiting the employees and those residents the Center serves will be easier facility access, complete handicap access, onsite parking for employees and those served, onsite passenger loading and unloading, off-street passenger bus drop-off/pickup, light-filled spaces from windows on all sides and the dignity that comes with a facility designed to meet their needs.

The relocation of SCC will revitalize a major building on the 300 block of Cherry Street and provide the opportunity for redevelopment of the entire 300 block of Adams Avenue as a follow-on project. This is a key aspect that differentiates this project from others. This project

will have a transformative effect on two neighborhoods within the city of Scranton. The follow-on project of the 300 block of Adams Avenue renovation will bring new retail to now shuttered storefronts, reduce the traffic congestion on a major downtown arterial and continue the overall revitalization in the downtown.

The mission statement of SCC is "to promote wellness and recovery by providing an environment which is considerate of and sensitive to the unique personal and cultural attributes of those we serve, and which empowers them to make choices about their lives, pursue their personal goals and maximize their quality of life while respecting their individual dignity and confidentiality". A critical part of being able to carry out the mission of the Center is to do it in an environment that is both conducive to the program and mindful of the dignity of their clients. This project accomplishes both as well as revitalizing a much needed area and paving the way for further redevelopment in the process.

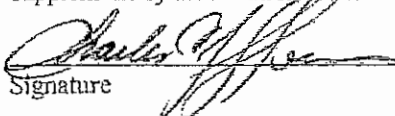
PROPOSED RACP SCOPE:

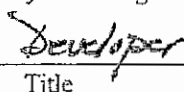
The Proposed RACP Scope will be limited to the acquisition and rehabilitation of 329 Cherry Street including but not limited to construction of the improvements and related site work required for occupancy of the property.

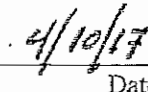
TAB 3. ECONOMIC IMPACT

		Estimated within 1-year after project completion
A.	NEW Jobs:	
1.	NEW permanent direct jobs from positions being created, or vacant ones being filled.	
a.	Full-time jobs	10
b.	Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered a Full Time Equivalent (FTE). The Office of the Budget will calculate FTEs.	0
2.	NEW permanent direct jobs TRANSFERRED TO PA FROM OUT OF STATE. "NEW" for this entry's purpose <u>only</u> includes existing, filled positions that will be transferred into PA from out of state.	
a.	Full-time jobs	0
b.	Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered an FTE. The Office of the Budget will calculate FTEs.	0
B.	RETAINED permanent direct (non-construction) jobs. "RETAINED" for this purpose includes existing jobs, currently located elsewhere in PA or existing jobs retained at a current employment site that will be lost without the progression of this project.	
1.	Full-time jobs	251
2.	Part-time jobs - For scoring purposes, 2.5 part-time jobs are considered an FTE. The Office of the Budget will calculate FTEs.	60
C.	Number of permanent INDIRECT jobs created by support/supplier industries and secondary industries attracted by the project. Must supply multiplier basis used by the project.	
D.	Number of non-permanent direct (CONSTRUCTION) jobs created by the project.	104
E.	Median annual wage for NEW permanent direct full-time jobs.	\$36,807
F.	Provide the per capita income for the project's county per the U.S. Census Bureau website.	\$25,608
G.	Total state tax generation (payroll, sales, corporate, etc.).	\$320,000 Prior to project

I certify that the representations made in the above schedule and corresponding attachments and supplementary information are to the best of my knowledge complete and accurate.


Signature


Title


Date

TAB 4: COMMUNITY IMPACT

A. Narrative of Area

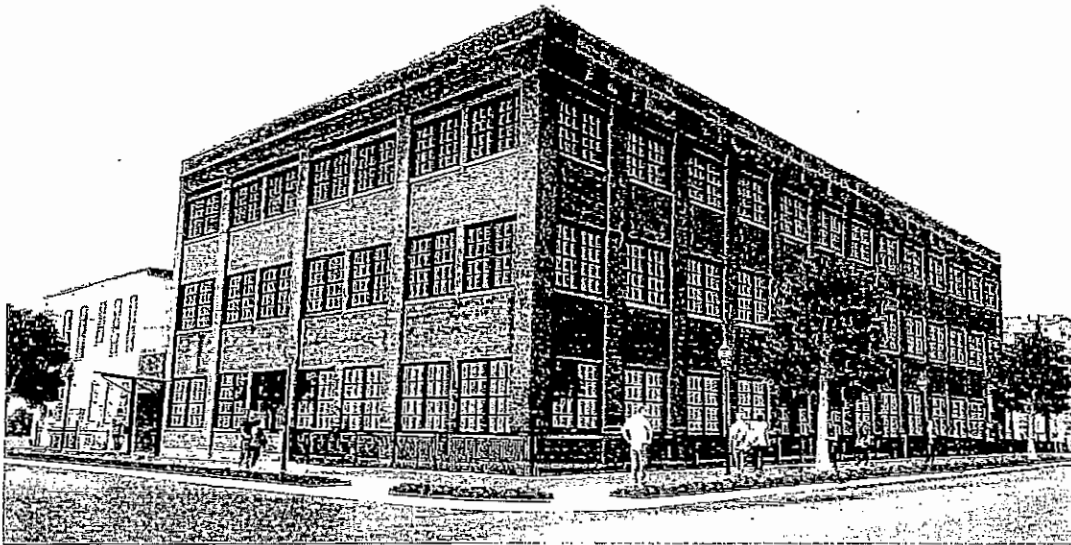
The Scranton Counseling Center (SCC) is currently located in two separate buildings in the 300 block of Adams Ave in Downtown Scranton (See photo below). As shown, the Center is housed in the building on the left and right of a vacant, unsightly property.



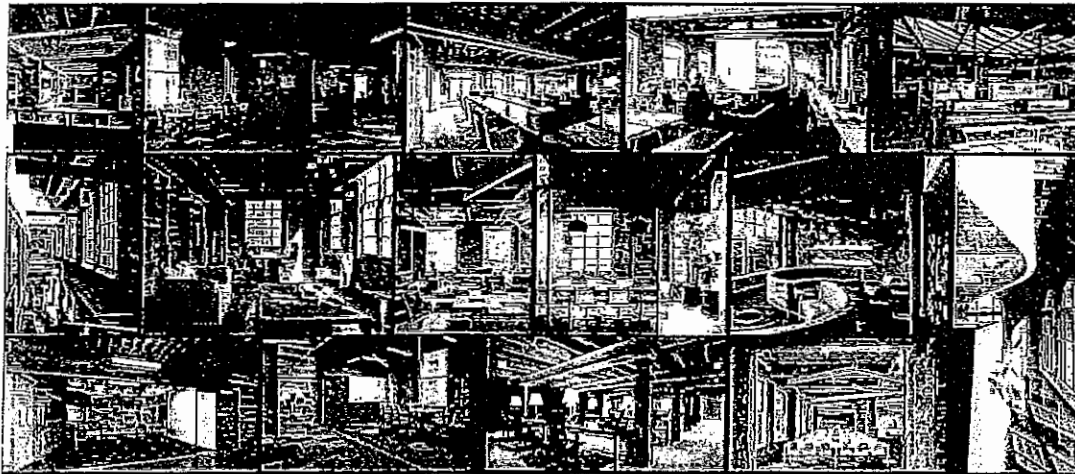
The project will provide a new facility for SCC in 300 block of Cherry Street in a to-be-converted historic building. (Photo of the existing property is shown below.)



The project will take the vacant dilapidated building shown on the previous page and totally renovate the interior and exterior of the building and includes overall site improvements. Proposed exterior/interior renderings of the new building are shown below.



329 Cherry Street after rehabilitation



Interior Image Concept Board

Relocation of SCC to 329 Cherry Street will also pave the way for further revitalization of the 300 block of Adams Avenue. The project property on Cherry Street is not

designated as blighted as the time of this application; however, we are seeking this designation.

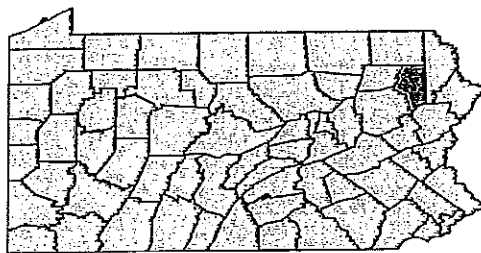
B. Economic Health of the County

1. Does the county have unemployment higher than the state average? YES – the Lackawanna County's unemployment rate is currently 5.1%, which is .1% above the state average of 5.0%.

Pennsylvania Unemployment Rate: Lackawanna County compared to State

Lackawanna County Profile

April 2017



2015 Population

Demographic	County	PA
Total Population	213,459	12,779,559
Female	110,401	6,534,215
Male	103,058	6,245,344
Population by Race		
White	92.7%	81.6%
Black	3.1%	11.0%
Other	4.2%	7.4%
Hispanic Origin (all races)	5.9%	6.4%

Population by Age

Ages 0 to 17	20.1%	21.3%
Ages 18 to 24	9.7%	9.7%
Ages 25 to 34	12.1%	12.6%
Ages 35 to 44	11.6%	12.0%
Ages 45 to 54	14.1%	14.4%
Ages 55 to 64	13.9%	13.6%
Ages 65 to 74	9.5%	8.6%
Ages 75 and Older	8.9%	7.7%
Median Age	42.5	40.7

Source: U.S. Census 5 Year Estimate 2011-2015 (Tables: DP05 and B01001)

2015 Veterans

	County	PA
Total Veterans	16,842	670,770
Median Veteran Income	\$30,224	\$34,110
Median Non-Veteran Income	\$23,568	\$26,783
Veteran Unemployment Rate	7.1%	7.2%

Source: U.S. Census 5 Year Estimate 2011-2015 (Table: S2101)

Online Job Postings	County	PA
February 2017	3,382	193,159
February 2016	3,710	215,038
Annual Volume Change	-318	-21,859
Annual Percent Change	-8.6%	-10.2%

Source: The Conference Board Help Wanted Online

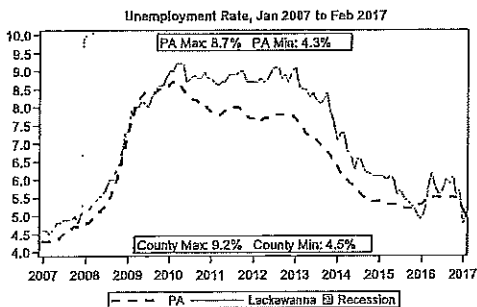
Income	County	PA
Per Capita Personal Income	\$42,662	\$49,745
Total Personal Income	\$8,040,789	\$636,857,158
Median Household Income	\$46,271	\$53,539
Median Family Income	\$59,955	\$68,158

Note: Total Personal Income is displayed in thousands.

Note: Median incomes are in 2015 adjusted dollars.

Source: Personal Income - Bureau of Economic Analysis (BEA) - 2015

Source: Median Incomes - U.S. Census 2011-2015 (Tables: B19013 & B19113)



Local Area Unemployment Statistics

Feb 2017	County	PA
Unemployment Rate	5.1%	5.0%
Labor Force	105,500	6,434,000
Employed	100,100	6,114,000
Unemployed	5,400	321,000

Notes: Current month's data are preliminary. Data are Seasonally Adjusted.

Unemployment Compensation Exhaustees

Feb 2016 to Jan 2017	Volume		Percent of Total	
Pre-UC Industry	County	PA	County	PA
Natural Resources & Mining	20	3,710	1.0%	3.5%
Construction	270	12,150	15.0%	11.0%
Manufacturing	270	17,350	15.0%	15.6%
Trade, Transportation & Utilities	370	21,350	20.5%	19.0%
Information	10	1,730	0.5%	1.5%
Financial Activities	80	5,720	4.5%	5.0%
Professional & Business Services	300	19,920	16.5%	18.0%
Education & Health Services	280	16,700	15.5%	15.0%
Leisure & Hospitality	130	7,310	7.0%	6.5%
Other Services	40	2,790	2.0%	2.5%
Government	10	1,080	0.5%	1.0%
Info Not Available	20	2,190	1.0%	2.0%
Total	1,800	112,000	100%	100%

Note: Percentages less than 0.5% will be displayed as 0.0%.

Source: Pennsylvania Unemployment Compensation System

Top 10 Employers by Employment in Q3 of 2016

Allied Services Foundation
State Government
Community Medical Center
Scranton School District
Lackawanna County
TMC Health Inc
The University of Scranton
Federal Government
Wal-Mart Associates Inc
Scranton Quincey Hospital Co LLC

Source: Quarterly Census of Employment and Wages

Center for Workforce Information & Analysis


[Employment](#) [Labor Force](#) [Other State Rates](#) [County Rate Map](#) [County OTM Change](#) [County State Comparison](#)

County Rate Map



2. Does the county have declining population? YES – see below excerpt from Census website.

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Welcome to QuickFacts

Lackawanna County, Pennsylvania

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

QuickFacts

People

Lackawanna County, Pennsylvania

Population	
Population estimates, July 1, 2016, (V2016)	211,321
Population estimates, July 1, 2015, (V2015)	211,917
Population estimates base, April 1, 2010, (V2010)	214,440
Population estimates base, April 1, 2010, (V2010)	214,436
Population, percent change - April 1, 2010 (estimates base) to July 1, 2016, (V2016)	-1.5%
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015, (V2015)	-1.2%
Population, Census, April 1, 2010	214,437

3. Is the county below the state per capita income? YES – see insert in section 1.
 4. Is the project located in a KOZ, KOEZ, KIZ, KSDZ, EZ or KOIZ-designated area?
NO.
- C. The project is increasing the quality of life.

1. It is creating or improving Civic, Cultural or Recreation Facilities? YES – The project is increasing the quality of the life for both users of the Counseling Center and for residents and communities in Downtown Scranton. Currently, the space used by the Center is a 30-year old, tired, renovation of a department store. Most offices are devoid of natural light. Facilities within the space are inadequate for the program needs. The new building will change all of this. Additionally, Adams Avenue has become a major arterial road in Scranton's downtown as the University of Scranton has grown and The Commonwealth Medical College has come on-line. What was once an acceptable practice for the Center to load/unload their medical transports, is now a major source of traffic congestion along Adams Avenue during the morning and evening rush hours and throughout the day. The relocation of the Center will change this for everyone. Further, the relocation will pave the way for the redevelopment of the entire 300 block of Adams Avenue.
2. Is it improving Commercial/Retail/Mixed-use Buildings in a downtown or core area? YES – see photos of the existing vacant property above. The project will take an existing vacant historic warehouse and adjacent overgrown lot and completely rehabilitate them into a new facility with off-street parking. The

building has been vacant for over 10 years and is currently littered with trash, broken windows and graffiti.

3. **Does it address immediate/urgent issues to improve quality of life?** YES – the SCC program involves a great deal of mental health counseling and brings a number of people on a daily basis to its present location. The current facility lacks parking, appropriate passenger loading/unloading and is a very poor example of 1980's renovation – dark and depressing. The Center needs to either renovate its existing facilities or move to a new one. The cost to renovate the existing facilities while maintaining a minimal impact to operations is prohibitive. As with any building occupied for nearly 30 years the expansion within the space was haphazard and unplanned. Further complicating this is the fact that the Center expanded into a second unconnected building on the same block. Relocation is the only logical answer to benefit SCC and its customers.
4. **Does it address issues that could have a negative impact on the quality of life?** YES – as Scranton has added TCMC (The Commonwealth Medical College – a couple blocks up the street) and the community as a whole has become more dependent on cars, Adams Avenue has become a major arterial road in downtown Scranton. SCC's operation requires a great deal of passenger pick-up and drop-off and many of these customers are disabled and using paratransit of some sort. Traffic in front SCC's current location is a dangerous and very congested problem in the morning and evening rush hours with pedestrians and clients alike constantly dodging traffic. The relocation of the Center will provide off-street facilities as well as ample onsite parking for employees and customers that is not currently available.

D. The project has regional impact.

1. **Is it consistent with an existing revitalization plan?** NO.
2. **Is it a joint effort involving multiple municipalities?** NO.
3. **Is the public actively involved in the development of the project?** NO.
4. **Does it promote tourism?** NO.

TAB 5: STRATEGIC CLUSTERS FOR DEVELOPMENT

The project meets the goal of the Commonwealth of PA and that of the Greater Scranton Chamber of Commerce and the City of Scranton with respect to growing businesses in the strategic cluster of the Healthcare sector. The project is the construction of a new facility for the relocation of Scranton Counseling Center (SCC) – a community based behavioral healthcare provider. Their present location is outdated, inadequate and does not allow for expansion.

At the writing of this application it is our understanding that there is a shortage of behavioral healthcare services in Lackawanna County. In looking at the current physical facilities of SCC it is easy to see that they are inadequate for today's needs. SCC served close to 10,000 individuals in 2016.

The population is made up primarily of low-income individuals and families, including the working poor. Services are provided to those in need regardless of their ability to pay. SCC has been located in their downtown Scranton location in a former department store building for over 30 years. It has very limited space to expand let alone improve through implementing new evidence-based services and other modern practices.

Healthcare consumers of all socioeconomic backgrounds deserve respect and dignity when seeking professional help. This is nowhere more important than then in the lower income communities. The current location worked at one time but not today. In order to grow the business and provide quality services to all, the Center needs to expand into new, better-suited space. All behavioral health consumers, including those from lower socioeconomic strata deserve the highest quality services possible, receiving those services in a physical environment that is thoughtfully designed, welcoming, and attractive will be an asset to recovery, and quality of life.

Relocation to the new facility will allow the Center to expand their services and will facilitate an employment base of 251 full-time and 60 part-time employees at an average wage rate of \$36,807. It will bring life to a vacant building and restore a tarnished streetscape. It will pave the way for additional development in SCC's existing location along the 300 block of Adams Avenue. It will be beneficial for all parties involved.

TAB 6: ORGANIZATION, MANAGEMENT & STRATEGIC PLAN

TABLE OF INVOLVED ORGANIZATIONS:

Grantee:	City of Scranton Mayor William L. Courtright 340 N Washington Ave, Scranton, PA 18503 P: (570) 348-4215 Contact: Linda Aebli, Director of OECD laebli@scrantonpa.gov
Sub-Candidate:	Scranton-Cherry, LP Charles C. Jefferson/Owner 2030 W. Tilghman Street, Suite #203, Allentown, PA 18104 P: (215) 651-1241 cjefferson@jeffersonwerner.com
Architect:	Hemmler + Camayd Architects David Hemmler/Partner 409 Lackawanna Avenue, Scranton, PA 18503 P: (570)961-1302 dhemmler@hc-architects.com
Engineer:	Keast & Hood Engineering Frederick Baumert, PE 400 Market Street, Suite 1250, Philadelphia, PA 19106 P: (215) 625-0099 fbaumert@keasthood.com
Construction Manager:	Admiral Management Services, LLC Duane Wagner 129 N. Washington Avenue, Scranton, PA 18503 P: (484) 866-5608 dwagner@jeffersonwerner.com
Developer / Project Administration:	Jefferson-Werner, LLC Charles Jefferson, President 129 N. Washington Avenue, Scranton, PA 18503 P: (215)-651-1241 cjefferson@jeffersonwerner.com

PROJECT INFORMATION

1. Tax Status & Organizational Structure

Scranton-Cherry, LP, will operate as a for-profit business and will own the project. Scranton-Cherry, LP, will lease the project to Scranton Counseling Center on a triple-net basis and at an amount equal to the debt service plus minimal administrative costs.

2. Financial & Operating Status

Financing for the project consists of the following of \$6,523,911 of private investment (equity and long-term debt) from the owner/developer, \$500,000 of Pennsylvania Historic Preservation Tax Credits and \$3,500,000 of RACP grant funding. In addition, the owner/developer will secure \$3,500,000 in RACP bridge financing.

As this is a new project there is no historical financial data available. There is a cash flow analysis provided to support the pro forma.

3. Project Administration

The administration of the project, operation and compliance reporting will be the responsibility of Charles Jefferson of Jefferson-Werner, LLC, the Developer/Project Administrator. Charles has extensive experience in PA with urban development projects and RACP projects in particular. Jefferson-Werner, LLC has completed several major projects in Scranton including historic rehabs of the Connell Building (8-story, 166,000 SF building into 89 apartments, office and retail) and Mulberry 426 (4-story, 58,000 SF historic building into 39 apartments and retail). Most recently Jefferson-Werner, LLC, lead the purchase and turnaround of Montage Mountain Resorts in NEPA and the development and construction of the Lehigh Valley Charter High School for the Arts in the City of Bethlehem.

The Grantee, the City of Scranton, has applied for and been awarded many RACP grants over the past several years and has significant experience administering and managing such grants and in working with Jefferson-Werner. The City of Scranton administers state and federal grants through its Office of Economic Community Development (Linda Aebli, Director). They will administer the RACP funding. The Grantee will work closely with Scranton-Cherry, LP, who will complete the project being funded through this grant, to ensure that all program guidelines and requirements are met. A cooperation agreement will be executed between the Grantee and the Sub-Candidate that establishes the cooperative framework under which the Grantee and Scranton-Cherry, LP, will ensure appropriate management of the RACP funds.

Admiral Management Services has extensive experience with RACP funding and construction/development projects in Northeast Pennsylvania and within the City of Scranton. Most notably are the recently completed and very successful mixed use projects of Connell Lofts and 426 Mulberry in Downtown Scranton and the Lehigh Valley Charter Arts Foundation's new charter arts high school located in Bethlehem,

Northampton County. These development projects contained over \$50 million in construction and utilized RACP funds to make them successful.

4. Financial Necessity.

The Scranton Counseling project is located in the 300 block of Cherry Street in Scranton. This block has not seen new commercial activity for many years. As is the case with projects in depressed areas, the economics of renovating an historic building combined with the lower rents within the area do not support a traditional capital structure – basically you cannot charge enough rent to support the costs to renovate, not to mention servicing the debt. The project is under water before it could ever begin.

RACP funds in the amount of \$3,500,000 are requested to undertake the project, as the project requires complete interior reconstruction, site/sidewalk work, extensive façade improvements and accessibility requirements that combine with the economics to make the project not viable. RACP funds along with the noted equity and debt will allow the project to move forward and open Summer of 2018.

STRATEGIC PLAN

1. Business Strategy/Plan.

The Scranton Counseling project will address the need to improve a business that provides a vital healthcare need to the Greater Scranton community. In addition to revitalizing an existing vacant structure along Cherry Street, the relocation of SCC will allow for future redevelopment of SCC's existing location along Adams Avenue in Scranton's central business district.

Scranton, like other former industrial cities, was once home to a thriving and vibrant downtown. The streets around courthouse square were lined with retail operations and entertainment venues. In the years since its peak, Scranton has seen its population decrease by 50% and its employment base change. Over the last 10 years the population has stabilized at around 75,000 with over 578,000 in the Scranton-Wilkes-Barre Metro Area. In the last 5 years residential development has come back to the downtown and small retailers are following. The downtown needs more to continue its growth.

The Scranton Counseling Center project is the construction of a new 108,000 SF facility with onsite parking and ample space to accommodate the Center's programs. It will replace the existing outdated and dysfunctional series of buildings currently housing the Center. These buildings on the 300 block of Adams are converted stores with inefficient floor plans, a lack of natural light and poor handicap access. SCC has outgrown this location. The new facility will allow the Center to continue to serve the community and expand its impact on the residents.

2. Financial Information

See attached financial pro forma.

3. Plan for Continuing Operation of the Project

The financial plan is attached. Parking is a major consideration in the operation of SCC. Currently, SCC's existing facility provides no on-site parking for employees or the residents it serves. In addition, SCC's clients are often subject to double-parking in the middle of Adams Avenue (a main thoroughfare through Scranton's downtown), subjecting SCC's clients to dangerous situations on a daily basis just to access their facility. Parking and access for SCC's clients and employees is addressed at the new location through ample onsite parking being provided as part of the project development plans. In addition to parking, other major improvements benefiting the employees and those residents the Center serves will be easier off-street facility access, complete handicap access, onsite passenger loading and unloading, off-street passenger bus drop-off/pickup, light-filled spaces from windows on all sides and the dignity that comes with a facility designed to meet their needs.

All other considerations for the project in terms of planning and approvals have been reviewed with City government and code officials. The project has the support of all parties including the Mayor. A cash flow analysis has been included to support the viability of the project. Scranton Counseling Center has been in business and serving the Lackawanna County and Scranton communities since 1947 – over 70 years.

Development Budget & Assumption

FLOOR	GROSS AREA	CORE	NET RENTABLE	RENTAL RATE	GROSS ANNUAL INCOME
1, 2, 3	108,000	0	76,000	\$3.62	\$275,000
TOTAL / AVERAGE:	108,000	0	76,000		\$275,000

PROJECT COSTS		
LAND:		
PURCHASE PRICE:	\$ 545,000	
ACQUISITION FEES:	\$ 205,000	
TOTAL SOFT COSTS:		\$ 750,000
SOFT COSTS:		
ARCH & ENG:	\$ 500,000	
LEGAL:	\$ 100,000	
ACCT'G HTC/NMTC:	\$ 40,000	
HTC CERTIFICATION:	\$ 40,000	
PROJECT MANAGEMENT:	\$ 200,000	
TESTING & INSPECTIONS:	\$ 5,000	
APPRAISAL/MARKET STUDY:	\$ 10,000	
REAL ESTATE TAXES:	\$ 69,000	
INSURANCE:	\$ 10,000	
OPERATING RESERVE:	\$ 216,010	
CONSULTANT PERFORMANCE FEE:	\$ 139,500	
INTEREST RESERVE (12 Mo. @ 5%):	\$ 250,000	
FINANCING /CLOSING FEES:	\$ 325,000	
TOTAL SOFT COSTS:		\$ 1,904,510
CONSTRUCTION COSTS:		
DEMO/ABATEMENT ²	\$ 50,000	
SITE WORK:	\$ 750,000	
INTERIOR:	\$ 5,000,000	
TOTAL CONSTRUCTION:		\$ 5,800,000
DEFERRED DEV FEE (HTC SOURCE/USE):		\$ 1,200,000
PROJECT FEES & COSTS:		\$ 569,401
CONTINGENCY:		\$ 300,000
TOTAL COST:		\$ 10,523,911

TOTAL PROJECT COSTS:	\$ 10,523,911
QLICI A1	\$ 5,052,780
QLICI A2	\$ 1,500,000
QLICI B	\$ 2,747,220
ADDITIONAL EQUITY	\$ 1,223,911
TOTAL SOURCES:	\$ 10,523,911

AFFILIATE LEVERAGE LOAN DETAIL	
QLICI A1 - HISTORIC TAX CREDIT EQUITY	\$ 1,646,721
QLICI A1 - AFFILIATED LEVERAGE LOAN (Sale)	\$ 1,475,000
QLICI A1 - AFFILIATED LEVERAGE LOAN (Equity)	.
QLICI A2 - RACP GRANT	\$ 1,000,000
QLICI A2 - PA STATE HTC	\$ 500,000
TOTAL AFFILIATED LEV LOAN	\$ 4,621,721

Development Cash Flow

USE

Acquisition:	750,000
Soft Costs:	1,904,510
Construction & Contingency:	6,100,000
Deferred Dev Fee:	1,200,000
Project Fees:	<u>569,401</u>
Total Uses	10,523,911

SOURCE

Acquisition Loan:	-
Owner Equity - NMTC:	2,747,220
Owner Equity - HTC:	1,646,721
Owner Equity - PA HTC:	500,000
Owner Equity - Other/Bridge Loan:	154,970
Deferred Dev Fee:	1,200,000
SCC - Adams Ave Sale Proceeds:	1,475,000
SCC - Equity Contribution:	1,800,000
RACP Grant - Bridge Loan:	-
RACP Grant - State Proceeds:	<u>1,000,000</u>
Total Sources	10,523,911

Cashflow, IRR & NPV Analysis

YEAR			1	2	3	4	5	6	7	8	9	10
Occupancy:			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
INCOME SUMMARY:												
Rental Income:			\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$288,750	\$288,750	\$288,750	\$288,750	\$288,750
GROSS INCOME:			\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$288,750	\$288,750	\$288,750	\$288,750	\$288,750
OPERATING COST & FEE SUMMARY:												
OPEX: (REVIEW)	25.63%		(\$70,469)	(\$71,878)	(\$73,316)	(\$74,782)	(\$76,278)	(\$77,803)	(\$79,359)	(\$80,946)	(\$82,565)	(\$84,217)
Partnership Asset Mgmt.	1.50%		(\$4,125)	(\$4,125)	(\$4,125)	(\$4,125)	(\$4,125)	(\$4,331)	(\$4,331)	(\$4,331)	(\$4,331)	(\$4,331)
NMTC Investor Management Fee:			(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	\$0	\$0
NMTC CDE Tax Prep & Audit:			(\$10,000)	(\$10,200)	(\$10,404)	(\$10,612)	(\$10,824)	(\$11,041)	(\$11,262)	(\$11,487)	\$0	\$0
HTC Investor Pref:	2.00%		(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	(\$32,934)	\$0	\$0	\$0
HTC Investor Tax Payment:			(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)	(\$18,318)	\$0	\$0	\$0
HTC Property / Master Tenant			(\$10,000)	(\$10,200)	(\$10,404)	(\$10,612)	(\$10,824)	(\$11,041)	(\$11,262)	\$0	\$0	\$0
TOTAL OPEX & FEES:			(\$150,846)	(\$152,655)	(\$154,501)	(\$156,384)	(\$158,304)	(\$160,468)	(\$162,466)	(\$101,765)	(\$86,897)	(\$88,548)
CASHFLOW SUMMARY:												
GROSS INCOME:			\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$288,750	\$288,750	\$288,750	\$288,750	\$288,750
OPEX & FEES:			(\$150,846)	(\$152,655)	(\$154,501)	(\$156,384)	(\$158,304)	(\$160,468)	(\$162,466)	(\$101,765)	(\$86,897)	(\$88,548)
EFFECTIVE GROSS INCOME:			\$124,154	\$122,345	\$120,499	\$118,616	\$116,696	\$128,282	\$126,284	\$186,985	\$201,853	\$200,202
Maint & Struct. Reserve:	4.00%		(\$4,966)	(\$4,894)	(\$4,820)	(\$4,745)	(\$4,668)	(\$5,131)	(\$5,051)	(\$7,479)	(\$8,074)	(\$8,008)
Interest/Capital Reserve Funding:			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NMTC A1 LOAN:	1.00%	\$5,052,780	(\$50,528)	(\$50,528)	(\$50,528)	(\$50,528)	(\$50,528)	(\$50,528)	(\$50,528)	\$0	\$0	\$0
NMTC A2 LOAN:	1.00%	\$1,500,000	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	\$0	\$0	\$0
NMTC B LOAN:	1.69%	\$2,747,220	(\$46,500)	(\$46,500)	(\$46,500)	(\$46,500)	(\$46,500)	(\$46,500)	(\$46,500)	\$0	\$0	\$0
AFFILIATED LEVERAGE LOAN:	0.00%	\$6,552,780	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PERMANENT / REFI DEBT:	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NET CASHFLOW:			\$7,160	\$5,423	\$3,651	\$1,844	\$1	\$11,123	\$9,205	\$179,506	\$193,779	\$192,194
NMTC PUT RESERVE:	N		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NET CASHFLOW AVAILABLE FOR DISTRIBUTION:			\$7,160	\$5,423	\$3,651	\$1,844	\$1	\$11,123	\$9,205	\$179,506	\$193,779	\$192,194
Distribution Schedule:												
		At Closing	Upon Flip									
SCC Distribution:	100.00%	95.00%	\$7,160	\$5,423	\$3,651	\$1,844	\$1	\$11,123	\$9,205	\$170,531	\$184,090	\$182,584
USBCDC Distribution:	0.00%	5.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,975	\$9,689	\$9,610
DEBT SERVICE COVERAGE RATIO:			1.11	1.09	1.08	1.06	1.04	1.15	1.13			
DEBT SERVICE COVERAGE RATIO: ADD BACK AFFILIATED LEVERAGE LOANS			2.67	2.63	2.59	2.55	2.51	2.76	2.72			

TAB 9: PROJECTED CASH FLOW SCHEDULE

1. Projected Cash Flow Schedule attached.
2. Bridge Financing/Interim Financing. The projected cash flow schedule includes interest costs related to Bridge Financing required for the requested RACP Grant. Scranton-Cherry, LP, assumed a six (6) reimbursement/close out period from the project's completion.
3. Secured & Unsecured Financing. Scranton-Cherry, LP, has secured both long-term and interim funding for the project, subject to the approval of the requested \$3,500,000 RACP Grant. Scranton-Cherry, LP's, lender has issued a letter expressing interest in financing the project, which is included with Tab 10-B.
4. Long-Term Funding. Scranton-Cherry, LP, will work to ensure long-term permanent financing for the project with a maturity term of 20 or 25 years.

Project Name: Scranton Counseling Center
Date of Forecast: May 20, 2017

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TAB 15: PERMITS, LICENSING, REGULATORY, & LEGAL REQUIREMENTS

GENERAL

- Local Building Permits – building permits will be applied for and issued in July 2017.
- Demolition Permit – demolition permit will be included with Building Permits above.
- Zoning Hearing Board - Not Required. The project use is compliant with existing zoning. (Letter from City of Scranton Director of Licensing is attached for reference.)
- Occupancy Permits – will be issued upon completion of the project in July 2018.
- Utilities – the project property is currently served by water, sewer, electric and gas.

HISTORICAL

- PA Historical and Museum Commission Part 1 and Part 2 review is complete. (Approval letters attached for reference.)

ENVIRONMENTAL

- Phase 1 Environmental Assessment Report – complete.
- Asbestos Abatement – asbestos report is complete and abatement will be completed as part of the project construction.
- Lead Paint Abatement – lead paint report is complete and abatement will be completed as part of the project construction.



[TAB #15]

DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

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

May 25, 2016

Pennsylvania Retirement Fund LLC
2030 W Tilghman Street
Suite # 203
Allentown, PA 18104

Via Hand Delivered

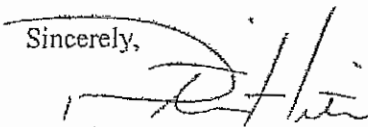
**Re: 329 Cherry St, Scranton PA 18505
(Scranton Counseling Center)**

To Whom It May Concern,

The above property (329 Cherry St) is located within a Light Industrial (I-L) Zone. The use of a counseling center such as the one listed above is considered a medical office/clinic, and is a permitted use in said zone.

Should you have any questions, please contact me at (570) 348-4193.

Sincerely,


Patrick L. Hinton
Director/BCO
Licensing, Inspections & Permits

PLH/to
Enclosure(s):

Cc: Thomas Oleski, Deputy Director
Cc: Jack Sweeney, Zoning Officer



Pennsylvania State Historic Preservation Office
PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION

December 1, 2016

Attn: Mr. Charles C. Jefferson
Scranton-Cherry, LP
2030 Tilghman Street, Suite 203
Allentown, PA 18104

Re: Part 1 Review – Scranton Button Company – Buildings S1, S2 and S3, Scranton, PA

Dear Mr. Jefferson:

Thank you for your submission. We completed our review of your Part 1 Application submitted for the above referenced project. Your application was forwarded to the National Park Service with a recommendation of Approval. A copy of our review sheet is attached for your review. Please remember that our review is a recommendation and the National Park Service determines whether the buildings are certified historic structures.

The National Park Service review should take at least 30 days. Upon the completion of their review, they will send you a letter regarding their decision. If you have any questions concerning the review sheet, please contact me at (717) 783-6012 or midoyale@pa.gov.

Sincerely,

Scott Doyle
Pennsylvania State Historic Preservation Office
Pennsylvania Historical and Museum Commission

Enclosure

Cc: Robert Powers, Powers & Company, Inc.
Bryan Van Sweden, PA SHPO

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Historic Preservation Certification Application
State Historic Preservation Office Review & Recommendation Sheet
Significance - Part 1

Project Number: _____

Number 1	Scranton Button Company - Buildings S1, S2 and S3 (Property) 300 Cherry Street, Scranton, Lackawanna County, PA Lackawanna Mills and Scranton Button Historic District (Historic District)
-------------	--

Preliminary done

_____ NR District _____ Certified State or Local district

Date application received by State 11/16/2016
Date(s) additional information requested by State 11/28/2016
Date complete information received by State 11/30/2016
Date of transmittal to NPS 12/1/2016
Property visited by State staff? _____

SHPO REVIEW SUMMARY

☒ Fully reviewed by SHPO
☒ No outstanding concerns
☒ Owner informed of SHPO recommendation
☐ In-depth NPS review requested
☐ Recommendation different from applicant's request

Number
2 STATE RECOMMENDATION:

Scott Doyle

who meet the Secretary of the Interior's Professional Qualification Standards, have reviewed this application.

_____ The property is included within the boundaries of a registered historic district, contributes to the significance of the district, and is a "certified historic structure" for the purpose of rehabilitation.

_____ The property is included within the boundaries of a registered historic district, contributes to the significance of the district, and is a "certified historic structure" for a charitable contribution for conservation purposes in accordance with the Internal Revenue Code.

_____ The property does not contribute to the significance of the above-named district.

_____ Insufficient documentation has been provided to evaluate the structure.

_____ This application is being forwarded without recommendation.

Preliminary determinations:

_____ The property appears to meet National Register Criteria for Evaluation and will be nominated individually.

_____ The property does not appear to meet National Register Criteria for Evaluation and will not be nominated.

☒ The property appears to contribute to the significance of a:

☒ potential historic district that appears to meet the National Register Criteria for Evaluation and will likely be nominated.
_____ registered historic district but is outside the period(s) or areas of significance as documented in the National Register nomination or district documentation on file with the NPS and nomination will be amended.

_____ The property is located in a proposed historic district and:

_____ the property does not appear to contribute to the significance of the proposed historic district.
_____ The proposed historic district does not appear to meet the NR Criteria for Evaluation and will not be nominated.

12/1/2016

Date

State Official Signature

Deputy SHPO

Number 4	Complete items below as appropriate: (1) <u>1887-1973</u> is the period(s) of significance of the district. (2) The property is mentioned in the NR or state or local district documentation. <u>Section 7</u> <u>Page 6-7</u> (3) For preliminary determinations, the status of the nomination for the property/historic district: <u> </u> Nomination has already been submitted to State Review Board, and will be forwarded to the NPS within <u> </u> months. Draft nomination is enclosed. <u> </u> Nomination was submitted to NPS on _____ <u>X</u> Nomination process will likely be completed within thirty months. <u> </u> Other, explain: _____
	(4) <u> </u> The property is located in a registered district, but its current condition is inconsistent with the determination of its contribution to the district as stated in the nomination. Supplemental Listing Record requested.

X See attachments: X photographs X maps other:

Date _____ NPS Reviewer _____



Pennsylvania State Historic Preservation Office
PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION

April 25, 2017

Attn: Mr. Charles Jefferson
Scranton-Cherry, LP
2030 Tilghman Street, Suite 203
Allentown, PA 18104

Re: Part 2 Review
Scranton Button Company – Buildings S-1, S-2 and S-3
Scranton, PA

Dear Mr. Jefferson:

Thank you for your submission. PHMC has completed our review of your Part 2 Application submitted for the above referenced project. Your project was forwarded to the National Park Service with a recommendation of Approval with conditions. A copy of our review sheet is attached for your review. Please remember that our review is a recommendation and the National Park Service determines whether the proposed rehabilitation meets the Secretary of the Interior's *Standards for Rehabilitation*.

The National Park Service review should take at least 30 days. NPS cannot review your Part 2 application until the review fee is paid. Upon receipt of the Part 2 application, NPS will send the fee invoice electronically to the Applicant email address. Payment is made through Pay.gov, the Department of the Treasury's electronic payment system. Upon the completion of their review, NPS will send you a letter regarding their decision. If you have any questions concerning the review sheet, please contact me at (717) 783-6012 or midoyle@pa.gov.

Sincerely,

Scott Doyle
Pennsylvania State Historic Preservation Office
Pennsylvania Historical and Museum Commission

Enclosure

Cc: Robert Powers, Powers and Company, Inc.
Bryan Van Sweden, PA SHPO

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Historic Preservation Certification Application
State Historic Preservation Office Review & Recommendation Sheet
Rehabilitation—Part 2/Part 3

Project Number: 35308

Number 1	Scranton Button Company -- Buildings S-1, S-2, and S-3 (Property) 300 Cherry Street (Property) Scranton, Lackawanna, PA
-------------	---

Preliminary done

Non-standard billing

Certified Historic Structure? ☒ Yes ☐ pending

Type of Request: ☒ Part 2
☐ Part 3 (Part 2 previously reviewed)
☐ Part 3 (Part 2 not previously reviewed)
☐ Amendment

Date application received by State 3/31/2017
Date(s) additional information requested by State _____

Complete information received by State 3/31/2017

Date transmitted to NPS 5/3/17

Property visit by State staff 1/31/2017 (before) (during) (after) rehab.

PROJECT SUMMARY REVIEW

☒ Fully reviewed by SHPO

☒ No outstanding concerns

☒ Owner informed of SHPO recommendation

☐ In-depth NPS review requested

Number
2

STATE RECOMMENDATION:

Scott Doyle
who meet the Secretary of the Interior's Professional Qualification Standards, have reviewed this application.

The project:
☐ meets the Standards.

☒ meets the Standards *only* if the attached conditions are met.

☐ does not meet Standard number(s) _____ for the reasons listed on reverse.

☐ warrants denial for lack of information.

☐ This application is being forwarded without recommendation.

For completed work previously reviewed, check as appropriate:
☐ completed rehabilitation conforms to work previously approved.

☐ completed rehabilitation differs substantively from work previously approved (describe divergences from Part 2 application on reverse).

5/3/17 Marshall Deputy SHPO
Date State Official Signature Deputy SHPO

Number 3	ISSUES:	
	<input type="checkbox"/> Additions, including rooftop	<input type="checkbox"/> Alteration of significant exterior features or surfaces
	<input type="checkbox"/> Alteration, removal, or covering of significant interior finishes or features	<input type="checkbox"/> Adjacent new construction, extensive site work, or demolition of adjacent structures
	<input type="checkbox"/> Changes in significant interior spaces or plan features (including circulation patterns).	<input type="checkbox"/> Window replacements on any major elevation that do not match historic configuration, material, and profiles
	<input type="checkbox"/> Damaging or inadequately specified masonry treatments	<input type="checkbox"/> Other (explain)

Number 4	Basis for Recommendation. Focus on how the issues checked in NUMBER 3 are being addressed. Where denial is recommended, explain fully. Comment on noteworthy aspects of the project, including any technical or design innovations, or creative solutions.
-------------	--

STATE EVALUATION OF PROJECT & CONCERNS:

The proposed rehabilitation of Scranton Button Company buildings in Scranton, PA converts the vacant warehouse buildings into an office building for a medical and social service provider. PA SHPO staff visited the site on January 31, 2017. Please note that the saw tooth section of Building S-1 (approx. 80% of the overall building footprint) and the western half of Building S-3 are not being rehabilitated as part of this project and the 3rd floors of S-2 and S-3 appear to be empty for future expansion (see Condition). The remainder of the project is a typical rehabilitation of an industrial building converted to office use. Exterior work includes general masonry repairs to brick, bluestone and concrete; replacement of entrance doors with compatible aluminum framed glazed doors and double-leaf glazed wood doors to match historic units; replacement of windows including 6/6 wood windows on S-1 and S-2 with matching units and multi-light metal windows (both steel and aluminum) with aluminum replacements that are compatible replacement units; and replacement of EPDM roof systems and placement of mechanical units on roof with proper setback. On the interior, Building S-2 serves as main entrance to offices. The space is altered and new finishes to be installed. The 1st and 2nd floors are subdivided into office and meeting rooms in the middle of floor plate with a 6' wide corridor along the perimeter walls where exposed masonry and full height and structural features are retained. The offices are standard drywall construction with fully enclosed walls and ceilings due to privacy requirements. Large meeting rooms and public spaces retain full height open ceilings with exposed structural features. Vertical circulation retains most existing stairs and reuses the main elevator shaft. Secondary spaces for bathrooms and mechanical rooms are centered between S-1 and S-2 and at east end of S-3. Based on our review, the proposed work would meet the Secretary of the Interior's *Standards for Rehabilitation*.

INNOVATIVE SOLUTIONS/NOTEWORTHY ASPECTS:

☐ new technical process ☐ creative design solution ☐ noteworthy project

☒ See attachments: ☒ plans ☐ specifications ☒ photographs ☐ other;
☐ Items sent separately: ☐ plans ☐ specifications ☐ photographs ☐ other;
☐ Other documentation on file in State:

NPS COMMENTS:

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

CONDITIONS SHEET

Historic Preservation Certification Application

Property name: Scranton Button Company -- Buildings S-1, S-2, S-3

Project Number: 35308

Property address: 300 Cherry Street

Scranton, PA

The rehabilitation of this property as described in the Historic Certification Application will meet the Secretary of the Interior's Standards for Rehabilitation provided that the following condition(s) is/are met:

Future work and mothballing of Building S-1 and S-3 - This approval extends only to the work described to date. This approval does not extend to tenant fit-out for 3rd floor of S-2 and S-3 future work and the sections of S-1 and S-3 that are not being rehabilitated as part of this project. Federal regulations governing this program require evaluation of the entire project. This approval will be superseded if it is found that the overall rehabilitation does not meet the Secretary's Standards.

Failure to submit plans for future work for review and approval by the SHPO and the NPS is done at the owner's risk and could result in work that does not meet the Standards and an overall project that will not receive final certification of the rehabilitation.

In addition, the applicant must provide detailed photographs of the existing condition of the vacant sections of S-1 and S-3 prior to rehabilitation and the condition of those sections with the Part 3 application. The applicant must also take measures to properly mothball (see Preservation Brief 31 -- Mothballing Historic Buildings) these sections to insure they remain in stable condition in relation to the pre-rehabilitation condition. PA SHPO recommends that an amendment be submitted to address mothballing the historic buildings.

5/3/17

Michael D. Smith

Deputy SHPO

Scott Doyle (717) 783-6012

State Contact Telephone Number

The National Park Service has determined that this project will meet the Secretary of the Interior Standards for Rehabilitation if the condition(s) listed in the box above are met.

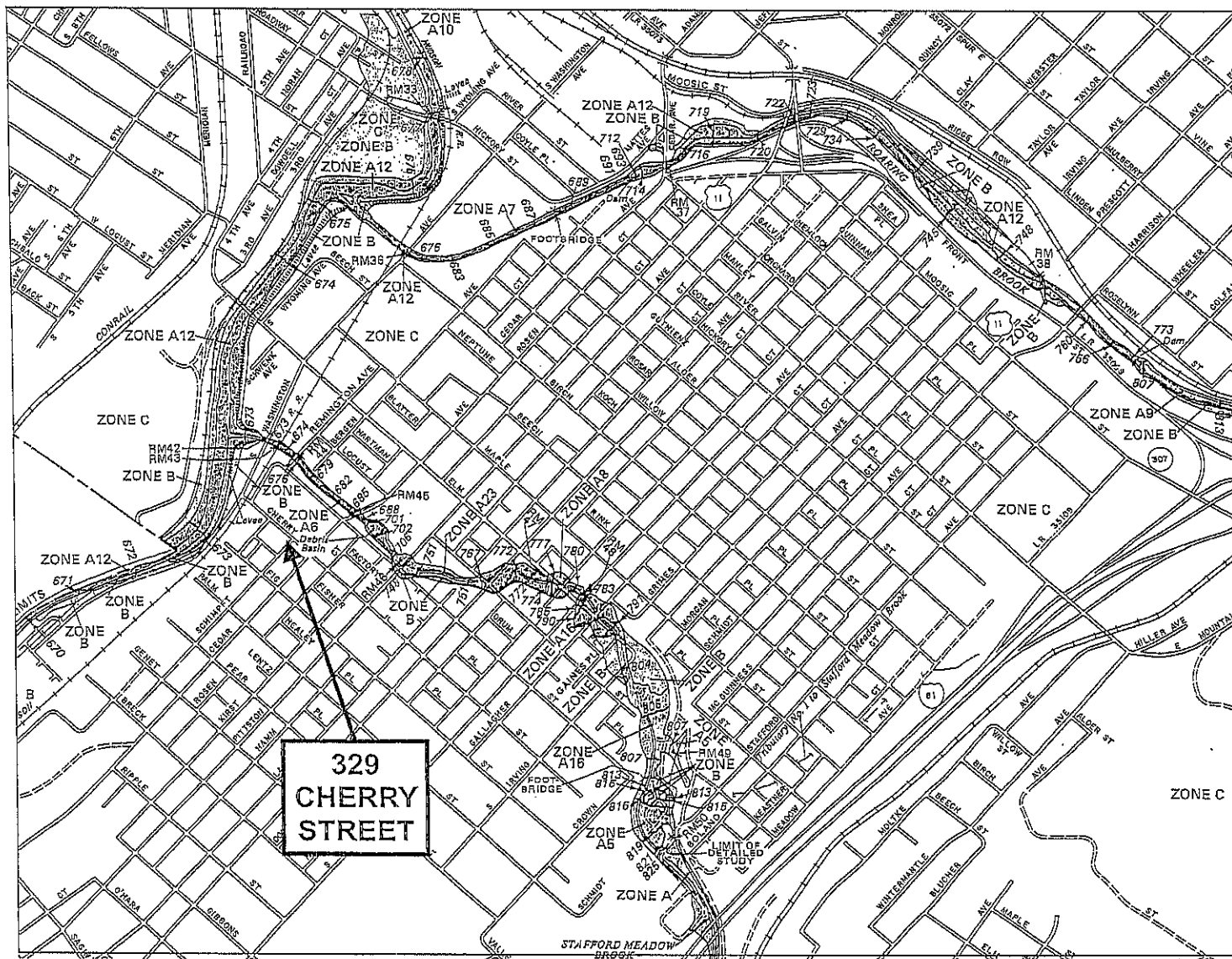
Date

National Park Service Signature

Telephone Number

TAB 16: FLOOD ZONE REQUIREMENTS

The project site is not located within the 100-year floodplain. See attached map.



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

CITY OF
SCRANTON,
PENNSYLVANIA
LACKAWANNA COUNTY

PANEL 15 OF 25
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
420538 0015 B

EFFECTIVE DATE:
AUGUST 15, 1980



U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRM On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.fema/fema.gov

RECEIVED

JUN 25 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 25, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT FOR THE REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP) THROUGH THE COMMONWEALTH OF PENNSYLVANIA'S OFFICE OF THE BUDGET IN THE AMOUNT OF TWO MILLION \$2,000,000.00 DOLLARS; ACCEPTING AND DISBURSING THE GRANT AND COORDINATE THE USE OF THE GRANT FUNDS WITH "SCRANTON-CHERRY, LP, FOR THE PROJECT TO BE NAMED THE "SCRANTON COUNSELING CENTER".

Respectfully,

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

JLE/sl

RESOLUTION NO. _____

2018

APPOINTMENT OF STEPHANIE L. BRESSLER, PH. D, 1402 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE FEBRUARY 27, 2018. DR. BRESSLER WILL BE REPLACING LISA STANVITCH WHO RESIGNED ON SEPTEMBER 18, 2017. DR. BRESSLER WILL FILL THE UNEXPIRED TERM OF LISA STANVITCH WHICH IS SCHEDULED TO EXPIRE ON SEPTEMBER 23, 2018.

WHEREAS, Lisa Stanvitch resigned from the Human Relations Commission effective September 18, 2017; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Dr. Stephanie L. Bressler as a member of the Human Relations Commission effective February 27, 2018. Dr. Stephanie L. Bressler will fill the unexpired term of Lisa Stanvitch, who resigned September 18, 2017, and whose term is scheduled to expire October 14, 2018; and

WHEREAS, Dr. Stephanie L. Bressler has the requisite experience, education, and training necessary to serve as a member of the Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Dr. Stephanie L. Bressler, 1402 East Gibson Street Scranton, Pennsylvania, 18510, is hereby appointed to the Human Relations Commission effective February 27, 2018. Dr. Stephanie L. Bressler will fill the unexpired term of Lisa Stanvitch, who resigned effective September 18, 2017 and whose term is scheduled to expire October 14, 2018.

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

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

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



OFFICE OF THE MAYOR

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

June 11, 2018

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

RE: Human Relations Commission Appointment

Dear Council Members:

Please be advised that I am appointing Stephanie L. Bressler, Phd., 1402 E. Gibson St., Scranton, PA 18510 as a member of the Human Relations Commission effective February 27, 2018.

Ms. Bressler will be replacing Lisa Stanvitch who resigned on September 18, 2017. Ms. Bressler will fill the unexpired term of Lisa Stanvitch that is scheduled to expire on September 23, 2018.

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

Sincerely,


William L. Courtright

WLC/mm

CC: Jessica Eskra Esq., City Solicitor
Dave Bulzoni, Business Administrator
Human Relations Commission
Stephanie L. Bressler, Phd.

161
2/28/18

February 22, 2018

The Honorable William L. Courtright
Mayor of Scranton
340 North Washington Avenue
Scranton, PA 18503

Dear Mayor Courtright:

I am requesting your appointment to the Human Relations Commission of the City of Scranton.

I hold a B.A. in Sociology, Master of Public Administration and Ph.D. in Political Science. My original purpose in pursuing doctoral work in Political Science after working for almost eleven years in human services for the Commonwealth of Pennsylvania was to acquire a broader understanding of the political process. I wanted to help underrepresented groups gain better access to the political system. My career in teaching evolved during my years in graduate study as I realized that teaching and encouraging students to continue their education is one way to help them achieve this access. My experience in human services as well as working with Latino families provided good preparation for teaching students representing diverse backgrounds.

I was tenured at King's College in Wilkes-Barre where I taught Political Science and helped to establish the Women's Studies Program and the Public Policy Institute. I also taught at Cal Poly University and the University of Scranton before leaving higher education to return to community service. Upon returning to Northeast Pennsylvania my husband and I chose to purchase a home in Scranton. From 2009 to 2015 I worked as Elm Street Manager in South Side and Director of Revitalization and Community Education for United Neighborhood Centers. At UNC I directed revitalization, literacy, and English as Second Language and citizenship programs.

Since my retirement in 2015 I have continued to advocate for immigrant rights and am currently volunteering with Catholic Social Services to help immigrants learn English and prepare for the citizenship test. As a founding member of Progressive Women of NEPA, I have been working on prison reform and promoting the rights of female inmates.

I strongly believe that my teaching, public service and volunteer experience provides me with the skills needed to study and help manage problems of discrimination and foster good will among groups in the city. Thank you for considering my request to be appointed to the Human Relations Commission of the City of Scranton.

Sincerely,



Stephanie L. Bressler, Ph.D

RECEIVED

JUN 25 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 25, 2018

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF STEPHANIE L. BRESSLER, PH. D, 1402 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE FEBRUARY 27, 2018. DR. BRESSLER WILL BE REPLACING LISA STANVITCH WHO RESIGNED ON SEPTEMBER 18, 2017. DR. BRESSLER WILL FILL THE UNEXPIRED TERM OF LISA STANVITCH WHICH IS SCHEDULED TO EXPIRE ON SEPTEMBER 23, 2018.

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