AGENDA REGULAR MEETING OF COUNCIL November 19, 2018 6:00 PM

- 1. ROLL CALL
- 2. READING OF MINUTES
- 3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES:
- 3.A CHECK RECEIVED NOVEMBER 5, 2018 FROM COMCAST IN THE AMOUNT OF \$253,543.09 FOR QUARTERLY FRANCHISE FEE.
 - Comcast check for Quarterly Franchise Fee pmt 11-05-18.pdf
- 3.B TAX ASSESSOR'S REPORT FOR HEARING DATE HELD NOVEMBER 14, 2018.
 - Tax Assessor's Report for 11-14-18.pdf
- 3.C MINUTES OF THE CIVIL SERVICE COMMISSION MEETING HELD SEPTEMBER 6, 2018.
 - Minutes of the Civil Service Commission meeting held 9-06-18.pdf
- 3.D MINUTES OF THE REGULAR MEETINGS OF THE LACKAWANNA COUNTY LAND BANK HELD SEPTEMBER 14 AND OCTOBER 12, 2018.
 - Lacka County Land Bank Meeting 9-14-18 and 10-12-18.pdf
- 3.E CHECK RECEIVED IN THE AMOUNT OF \$500.00 FROM HARRISON HOUSE PERSONAL CARE HOME, WHICH IS PAYMENT IN LIEU OF TAXES.

PILOT Harrison House Personal Care Home \$500.00 11-9-18.pdf

3.F MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF SCRANTON HOUSING AUTHORITY HELD OCTOBER 1, 2018.

Scranton Housing Authority 10-1-18.pdf

3.G TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD OCTOBER 30, 2018.

Tax Assessor's Results Report 10-30-18.pdf

3.H CONTROLLER'S REPORT FOR MONTH ENDING OCTOBER 31, 2018.

Controller's Report 10-31-18.pdf

- 4. CITIZENS PARTICIPATION
- 5. <u>INTRODUCTION OF ORDINANCES, RESOLUTIONS,</u>
 <u>APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS &</u>
 COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:
- 5.A MOTIONS.
- 5.B FOR INTRODUCTION AN ORDINANCE APPROPRIATING FUNDS FOR THE EXPENSES OF THE CITY GOVERNMENT FOR THE PERIOD COMMENCING ON THE FIRST DAY OF JANUARY, 2019 TO AND INCLUDING DECEMBER 31, 2019 BY THE ADOPTION OF THE GENERAL CITY OPERATING BUDGET FOR THE YEAR 2019.

Ordinance-2018 Operating Budget for 2019.pdf

FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 6, 1976 ENTITLED "AN ORDINANCE (AS AMENDED) IMPOSING A TAX FOR GENERAL REVENUE PURPOSES ON THE TRANSFER OF REAL PROPERTY SITUATE WITHIN THE CITY OF SCRANTON; PRESCRIBING AND REGULATING THE METHOD OF EVIDENCING THE PAYMENT OF SUCH TAX; CONFERRING

POWERS AND IMPOSING THE DUTIES UPON CERTAIN PERSONS, AND PROVIDING PENALTIES", BY IMPOSING THE RATE OF THE REALTY TRANSFER TAX AT TWO AND TWO TENTHS PERCENT (2.2%) FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

Ordinance-2018 Realty Transfer Tax for 2019.pdf

5.D FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 7, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) IMPOSING A MERCANTILE LICENSE TAX OF 2 MILLS FOR THE YEAR 1976 AND ANNUALLY THEREAFTER UPON PERSONS ENGAGING IN CERTAIN OCCUPATIONS AND BUSINESSES THEREIN; PROVIDING FOR ITS LEVY AND COLLECTION AND FOR THE ISSUANCE OF MERCANTILE LICENSES; CONFERRING AND IMPOSING POWERS AND DUTIES UPON THE TAX COLLECTOR OF THE CITY OF SCRANTON; AND IMPOSING PENALTIES", BY IMPOSING THE MERCANTILE LICENSE TAX AT ONE (1) MILL (.001) FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

Ordinance-2018 Mercantile License Tax for 2019.pdf

5.E FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 8, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) PROVIDING FOR THE GENERAL REVENUE BY IMPOSING A TAX AT THE RATE OF TWO (2) MILLS UPON THE PRIVILEGE OF OPERATING OR CONDUCTING BUSINESS IN THE CITY OF SCRANTON AS MEASURED BY THE GROSS RECEIPTS THEREFROM; REQUIRING REGISTRATION AND PAYMENT OF THE TAX AS CONDITION TO THE CONDUCTING OF SUCH BUSINESS; PROVIDING FOR THE LEVY AND COLLECTION OF SUCH TAX; PRESCRIBING SUCH REQUIREMENTS FOR RETURNS AND RECORDS; CONFERRING POWERS AND DUTIES UPON THE TAX COLLECTOR; AND IMPOSING PENALTIES", BY IMPOSING THE BUSINESS PRIVILEGE TAX AT THE RATE OF ONE (1) MILL (.001) FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

Ordinance-2018 Business Privilege Tax for 2019.pdf

5.F FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 11, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) ENACTING, IMPOSING A TAX FOR GENERAL REVENUE PURPOSES IN THE AMOUNT OF TWO PERCENT (2%) ON EARNED INCOME AND NET PROFITS ON PERSONS, INDIVIDUALS, ASSOCIATIONS AND BUSINESSES WHO ARE RESIDENTS OF

THE CITY OF SCRANTON, OR NON-RESIDENTS OF THE CITY OF SCRANTON, FOR WORK DONE, SERVICES PERFORMED OR BUSINESS CONDUCTED WITHIN THE CITY OF SCRANTON, REQUIRING THE FILING OF RETURNS BY TAXPAYERS SUBJECT TO THE TAX; REQUIRING EMPLOYERS TO COLLECT THE TAX AT SOURCE; PROVIDING FOR THE ADMINISTRATION, COLLECTION AND ENFORCEMENT OF THE SAID TAX; AND IMPOSING PENALTIES FOR THE VIOLATIONS", BY RE-ENACTING THE IMPOSITION OF THE WAGE TAX AT TWO AND FOUR TENTHS (2.4%) PERCENT ON EARNED INCOME FOR RESIDENTS AND ONE (1%) PERCENT ON EARNED INCOME FOR NON-RESIDENTS OF THE CITY OF SCRANTON, FOR WORK DONE, SERVICES PERFORMED OR BUSINESS CONDUCTED WITHIN THE CITY OF SCRANTON FOR THE YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

Ordinance-2018 Earned Income Tax for 2019.pdf

5.G FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 78, 2017, AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 100, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) LEVYING GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 1977", BY SETTING THE MILLAGE FOR THE YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER" BY AMENDING SECTION 1 REVERTING BACK TO THE MILLAGE RATES FROM 2016 WHICH ARE .232521 MILLS LEVY ON LAND AND .050564 MILLS LEVY ON ALL BUILDINGS AND BY ELIMINATING THE DEDICATED MILLAGE FOR DEBT SERVICE CONTAINED IN SECTION 2 AND REPLACING THE DEDICATED MILLAGE FOR DEBT SERVICE WITH A DEDICATED DEBT PERCENTAGE OF 32% OF REAL ESTATE TAX REVENUES COLLECTED ON A CURRENT YEAR BASIS.

Ordinance-2018 Setting the Millage for 2019.pdf

5.H FOR INTRODUCTION - AN ORDINANCE - CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229636 ENTITLED "SSA PENSION" FOR RECEIVING FUNDS FROM THAT PART OF THE SALE OF THE SCRANTON SEWER AUTHORITY PROCEEDS USED FOR THE PENSION OBLIGATION NOTE (TAXABLE SERIES OF 2018) AND THE DISBURSEMENT OF PAYMENTS ON THE PENSION OBLIGATION NOTE (TAXABLE SERIES OF 2018).

Ordinance-2018 Special City Account SSA Pension for Pension Obligation Note.pdf

5.I FOR INTRODUCTION - AN ORDINANCE - CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229637 ENTITLED "SSA FUNDS" FOR RECEIVING THE REMAINING BALANCE OF FUNDS FROM THE SALE OF THE SCRANTON SEWER AUTHORITY FOR DISBURSING FOR FUTURE CITY PROJECTS.

Ordinance-2018 Special City Account SSA Funds for Future City Projects.pdf

5.J FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 138, 2017 AN ORDINANCE "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PENSION TRUST AGREEMENT WITH THE COMPOSITE PENSION BOARD TO HOLD APPROXIMATELY \$22,910,531.56 OF THE PROCEEDS FROM THE SALE OF THE ASSETS OF THE SCRANTON SEWER AUTHORITY IN TRUST UNTIL SUCH TIME AS PENSION REFORMS HAVE BEEN ENACTED" BY PERMITTING THE CITY TO TRANSFER FUNDS REQUIRED PURSUANT TO THE ORIGINAL TRUST AGREEMENT TO THE COMPOSITE PENSION BOARD THROUGH THE ISSUANCE OF NONELECTORAL DEBT IN A PRINCIPAL AMOUNT OF APPROXIMATELY \$22,910,531.56.

Ordinance-2018 Trust Agreement with Composite Pension Board.pdf

5.K FOR INTRODUCTION - AN ORDINANCE - CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229638 ENTITLED "STREET LIGHTING LEASE RESERVE FUNDS" FOR THE RECEIPT AND DISBURSEMENT OF STREET LIGHTING LEASE RESERVE FUNDS.

Ordinance-2018 Special City Account for Street Lighting Lease Reserve Funds.pdf

5.L FOR INTRODUCTION - AN ORDINANCE - CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229639 ENTITLED "HIGHMARK HEALTHCARE RESERVE" FOR THE RECEIPT OF HIGHMARK HEALTHCARE FUNDS AND DISBURSEMENT OF THESE FUNDS FOR CITY OF SCRANTON HEALTHCARE COSTS.

Ordinance-2018 Special City Account for Highmark Healthcare Reserve.pdf

5.M FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 21, 2016 AN ORDINANCE ENTITLED "DEFINING AND AUTHORIZING TAX EXEMPTIONS FROM REAL PROPERTY TAX IN ORDER TO IMPROVE

DETERIORATING REAL PROPERTY IN CERTAIN AREAS IN THE CITY OF SCRANTON, ESTABLISHING AN EXEMPTION SCHEDULE AND PROCEDURES FOR OBTAINING EXEMPTIONS, AND PROVIDING FOR NON-PERMISSIBLE EXEMPTIONS AND LIMITING AMENDMENT THERETO" TO EXPAND THE ELIGIBLE AREAS, INCREASE THE DURATION OF EACH EXEMPTION, AND TO LIFT THE CAP ON EACH EXEMPTION.

Ordinance-2018 Amending FOC 21, 2016 LERTA.pdf

5.N FOR INTRODUCTION - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 22, 2016 AN ORDINANCE ENTITLED "DEFINING AND AUTHORIZING TAX EXEMPTIONS FROM REAL PROPERTY TAX IN ORDER TO STIMULATE RESIDENTIAL, COMMERCIAL AND OTHER BUSINESS ACTIVITY IN CERTAIN AREAS IN THE CITY OF SCRANTON, ESTABLISHING AN EXEMPTION SCHEDULE AND PROCEDURES FOR OBTAINING EXEMPTIONS, PROVIDING FOR NON-PERMISSIBLE EXEMPTIONS AND LIMITING AMENDMENT THERETO" IN ORDER TO EXPAND THE ELIGIBLE AREAS, INCREASE THE DURATION OF EACH EXEMPTION, AND TO LIFT THE CAP ON EACH EXEMPTION.

Ordinance-2018 Amending FOC 22, 2016 LERTA.pdf

5.0 FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON AND LOCAL UNION NO. 60 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

Resolution-2018 MOU Local 60 Scranton Fire Fighters.pdf

5.P FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL LODGE 2462 AND THE CITY OF SCRANTON AND THE SCHOOL DISTRICT OF THE CITY OF SCRANTON REGARDING THE SINGLE TAX OFFICE COLLECTIVE BARGAINING AGREEMENT.

Resolution-2018 MOU Local 2462 Single Tax Office.pdf

5.Q FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO

ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO. 150.45 IN AN AMOUNT NOT TO EXCEED \$140,000.00 TO RIZZO-FRYZEL DENTAL GROUP, PLLC, DBA (ELECTRIC CITY DENTISTRY) TO ASSIST AN ELIGIBLE PROJECT.

Resolution-2018 Loan to Grant Agreement Rizzo-Fryzel Dental Group.pdf

5.R FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MULTI-BRIDGE ("BRIDGE BUNDLING") PROJECTS AGREEMENT BY AND BETWEEN THE COMMONWEALTH OF PENNSYLVANIA ACTING THROUGH THE DEPARTMENT OF TRANSPORTATION ("DEPARTMENT") AND THE CITY OF SCRANTON ("CITY OF SCRANTON") FOR COMMONWEALTH'S PERFORMANCE OF CITY OF SCRANTON-OWNED BRIDGE PROJECTS.

Resolution-2018 Multi-Bridge Projects Agreement.pdf

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A READING BY TITLE - FILE OF THE COUNCIL NO. 37, 2018 - AN ORDINANCE - AUTHORIZING THE TRANSFER OF A VACANT PARCEL OF PROPERTY OWNED BY THE CITY OF SCRANTON TO THE LACKAWANNA COUNTY LAND BANK IN ACCORDANCE WITH THE INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE LAND BANK, LACKAWANNA COUNTY, CITY OF SCRANTON AND SCRANTON SCHOOL DISTRICT, PROPERTY MORE COMMONLY KNOWN AS 2935-2937 PITTSTON AVENUE, SCRANTON, PA 18505.

Ordinance-2018 Transfer Vacant Parcel to Land Bank 2935-2937 Pittston Ave.pdf

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A FOR CONSIDERATION BY THE COMMITTEE ON FINANCE - FOR ADOPTION - FILE OF THE COUNCIL NO. 36, 2018 - AUTHORIZING THE ISSUANCE OF A TAX AND REVENUE ANTICIPATION NOTE, SERIES OF 2019 IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$12,750,000; PROVIDING FOR THE

DATED DATE, INTEREST RATE, MATURITY DATE, REDEMPTION PROVISIONS, PAYMENT AND PLACE OF PAYMENT IN RESPECT OF THE NOTE; ACCEPTING THE PROPOSAL ATTACHED HERETO AS EXHIBIT "B" FROM THE FINANCIAL INSTITUTION NAMED THEREIN FOR THE PURCHASE OF THE NOTE; NAMING A SINKING FUND DEPOSITARY/PAYING AGENT; AUTHORIZING THE PROPER OFFICERS OF THE CITY TO EXECUTE AND DELIVER THE NOTE AND CERTAIN OTHER DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE NECESSARY DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT OF THE COMMONWEALTH OF PENNSYLVANIA; SETTING FORTH A FORM OF THE NOTE.

Ordinance-2018 TAN 2019 \$12,750,000.pdf

7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 85, 2018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT AND EXECUTE THE PENNSYLVANIA STATE CLEAN DIESEL GRANT PROGRAM (DERA) GRANT IN THE AMOUNT OF \$128,723.00 TO REPLACE TWO (2) STREET SWEEPERS WITH NEW CLEAN DIESEL STREET SWEEPERS.

Resolution-2018 Clean Diesel Grant to Replace 2 Street Sweepers.pdf

8. ADJOURNMENT



DEPARTMENT OF BUSINESS ADMINISTRATION

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

MEMORANDUM

DATE:

November 5, 2018

TO:

Wayne Beck, City Treasurer

FROM:

Becky McMullen, Finance Manager

RE:

Check for Deposit

RECEIVED NOV 0 5 2018

> OFFICE OF CITY COUNCIL/CITY CLERK

Enclosed kindly find the following check received from Comcast, representing the CATV franchise fee due the City of Scranton for Invoice/Statement # 520785 Jul-Sep, 2018.

Comcast

Ck. # 520764254

\$253,543.09

This check is to be deposited into Account #01.380.38010 (CATV Revenue).

cc:

Roseann Novembrino, City Controller

Scranton City Council 🗸

File

Comcast.

COMCAST FINANCIAL AGENCY CORPORATION A Comcast Cable Communications Group Company 1701 JFK Boulevard Philadelphia, PA 19103-2838 11902582

PAGE: 1 of 1

DATE: November 1, 2018 CHECK NUMBER: 520764254 AMOUNT PAID: \$253,543.09

|լիել|||<u>|</u>||ենինվուդոել|||ենուրիր<u>ինինիկնի</u>լունել||լիուկու|||||ևուլլ

D1721 2356 CKS ZA 16305 - 0520764254 NNNNNNNNNNN 3055100003006 X143A1 C SCRANTON CITY OF PA ATTN CITY CLERK 340 N WASHINGTON AVE SCRANTON PA 18503

VENDOR NUMBER: 267205

VENDOR: SCRANTON CITY OF PA

INVOICE NO.	INVOICE DATE	ACCOUNT NUMBER	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
520785	09/30/18		303121-Scranton PA	\$0.00	\$253,543.09
			TOTALS	\$0.00	\$253,543.09

PLEASE DETACH BEFORE DEPOSITING CHECK

(comcast.

COMCAST FINANCIAL AGENCY CORPORATION

A Comcast Cable Communications Group Company

1701 JFK Boulevard

Philadelphia, PA 19103-2838

CHECK

NUMBER

520764254

56-1544 441

020,0320

November 1, 2018

*** VOID AFTER 180 DAYS ***

PAY TO THE ORDER OF: SCRANTON CITY OF PA ATTN CITY CLERK 340 N WASHINGTON AVE SCRANTON, PA 18503

CHECK AMOUNT

\$253,543.09

EXACTLY *******253,543 DOLLARS AND 09 CENTS

Security teatures included. Details on back.

Authorized Signature

10

JPMorgan Chase Bank, N.A. Columbus, OH

TAX ASSESSOR'S REPORT

Hearing Date:

11/14/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Curren t Assesed Value	After Appeal Value
10:00 AM	HARRIS JAMES D & RITA	SCRANTON	1440401001601	SARA LLOYD	63000	1
10:10 AM	BEICHLER, ERIC K & NANCY	BENTON	0400301000501	JOHN LAWLER	22200	
10:10 AM	BEICHLER ERIC K & NANCY	BENTON	0400301000502	JOHN LAWLER	33160	
10:20 AM	PAULSEN PETER & KOEHL NICHOLE	ROARING BROOK \	1700101000198	MARK TUNIS	75200	
10:30 AM	MUNLEY ERIC R & LINDSEY M	SCOTT TWP	0720102002608		41000	
10:40 AM	BIANCHI JAY R & MICHELE	SCOTT TWP	0620401003201		4000	
10:50 AM	MCGUINNESS PAUL A&AIMEE	SOUTH ABINGTON TWP	0910401000222	MICHAEL GOFFER	28000	
11:00 AM	BRIER DANIEL & KAREN	SOUTH ABINGTON TWP	0910101000801	DANIEL BRIER	11000	
11:10 AM	DOYLE VALENA L & PATRICK J	SOUTH ABINGTON TWP	0910401000504		44500	-
11:20 AM	CHIAPPINI KIP F & LAURA J	ARCHBALD	0940101001533		44500	
11:30 AM	CRADLER MARK A & ADLETA MJ	ARCHBALD	09402050007		50500	
11:40 AM	PCJP REALTY LLC	CARBONDALE CITY	05415030013		132000	-
11:50 AM	PENN EAST FEDERAL CREDIT UNIO	DICKSON CITY	1130303001121	PATRICK LAVELLE	324200	
12:00 PM	QUATRA STEPHEN R &JEAN MARIE	DICKSON CITY	11312030013	MARK RUDALAVAGE	44000	
12:10 PM	THOMAS WAYNE & KELLIE	DICKSON CITY	1131208000116		37000	
12:20 PM	VERRASTRO SALVATORE III & DON	JEFFERSON TWP	14003030078		4000	
12:30 PM	BRACEY KIMBERLY ANN	MADISON TWP	1990401000104		39500	
12:40 PM	COLARUSSO MARY ANN	MAYFIELD	0740101000227		53300	
12:50 PM	ANISKA GARY & KATHLEEN	OLD FORGE	16519010004		12600	
1:00 PM	PIEKARSKI MATTHEW	OLD FORGE	1850501001201		35660	
1:10 PM	ROMANOSKY MICHAEL J & ANN T	OLYPHANT	1140405000104		5000	
1:20 PM	HOWE MATTHEW B	MADISON TWP	2060103000406		35500	
1:30 PM	RESNAM REALTY LLC	SOUTH ABINGTON TWP	1120101000103		32000	
1:40 PM	PISH JOHN & BEVERLY ETAL	BENTON TWP	02817020023		65000	
1:50 PM	OHARA JAMES & BARBARA	JEFFERSON	13902010012		13000	
				TOTAL RECORDS	25	

RECEIVED NOV 0 5 2018

OFFICE OF CITY COUNCIL/CITY CLERK



11





CIVIL SERVICE COMMISSION

Jeff Mackie - Chairman Paul Duffy - Commissioner Jack Loscombe - Commissioner Christian Owens, Esquire - Solicitor OFFICE OF CITY
COUNCIL/CITY CLERK

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

Minutes September 6, 2018 Civil Service Meeting

I. Pledge of Allegiance

Completed.

II. Roll Call

Roll call was taken. Chairman Mackie and Commissioner Loscombe was present.

Solicitor Christian Owens was present.

III. Approval of Minutes

 By way of motion by Commissioner Loscombe and seconded by Chairman Mackie the Commission approved the minutes for July 5, 2018, by a vote of 2-0; all in favor.

IV. Approval of Bills

- By way of motion by Commissioner Loscombe and seconded by Chairman Mackie the Commission approved an invoice for Christian Owens as Solicitor for legal services to the Civil Service Commission for June, July, and August 2018 - \$1767.00
- By way of motion by Commissioner Loscombe and seconded by Chairman Mackie the Commission approved the payment for the Invoice from the Times-Tribune regarding the ad for the Special Meeting - \$73.70
- By way of motion by Commissioner Loscombe and seconded by Chairman Mackie the Commission approved the payment to the PA Chiefs of Police for the study guides for the Police Department Sergeant Promotionals testing -\$630.00

V. Unfinished Business, Communication and Reports/Public Comment

- Police Promotionals/SID Sat. 12/15 @ Brennan Hall, Pern Auditorium, Room 228. There were 47 police officers that signed up for the testing.
- Fire Entry Level Testing 10 new hires currently at Fire School.
- Fire Promotionals Written test will take place on Saturday, September 15th at Lackawanna College. Testing will be conducted for Administrative Captain and Chauffeur.

VI. Communication and Reports/Public Comment

 Dave Mitchell has a concern that 14 people did not receive the information about the promotionals that would have been eligible. He was speaking as an individual and not in the capacity for the Union or in replace of the Union Rep. for the Commission.

VII. Adjournment

 By way of motion by Commissioner Loscombe and seconded by Chairman Mackie, the Commission authorized by a vote of 2-0 to have the meeting adjourned; all in favor.

LACKAWANNA COUNTY LAND BANK SCHEDULED MEETING MINUTES September 14, 2018

The scheduled meeting of the Lackawanna County Land Bank was held on Friday, September 14, 2018 in the Commissioners' Conference Room, 200 Adams Avenue, Sixth Floor, Scranton, Pennsylvania.

At 10:00 am Chairman O'Malley called the meeting to order and all joined in the Pledge of Allegiance.

ROLL CALL

Roll Call was taken by George Kelly

Commissioner O'Malley (Chairman) – Present Henry Deecke - Present Linda Aebli – Excused Marion Gatto – Present Terrence McDonnell – Present Steve Pitoniak – Present

Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel, Ralph Pappas, Business Relations Manager.

PUBLIC COMMENT ON AGENDA ITEMS ONLY

There were no comments made at this time.

MINUTES

A motion was made by Mrs. Gatto and seconded by Mr. McDonnell to approve the minutes of the August 15, 2018 rescheduled meeting as prepared and presented.

All in Favor

PRESENTATION of VOUCHERS for EXAMINATION and APPROVAL

A motion was made by Chairman O'Malley and seconded by Mr. Deecke to approve voucher expenditures of August 16, 2018 through September 14, 2018, as presented.

All in Favor

DISCUSSION ITEMS

a.) Land Bank Website Update: Mr. Kelly stated the Land Bank website is now live at www.lackalandbank.com. Staff has been updating it as properties are acquired and sold. Atty. Colbassani asked if we are still keeping the other link on the Lackawanna County website updated. Mr. Pappas answered yes, at least for now. Mr. Pappas explained that interested parties can now complete and submit applications online. Mr. Pappas stated that the first application

September 14, 2018 Minutes Page 1 submitted was a donation application. However, they decided to withdraw the application on the advice of their accountant. A short discussion followed regarding the property they wanted to donate. Atty. Colbassani further explained that he is attempting to get the Land Bank a 4076C letter from the IRS. This would provide proof that a person donating a property to the Land Bank could get a tax deduction for the donation. The discussion continued regarding the donation process and some of the past donation requests.

- b.) Blight to Bright LSA Grant Update: Mr. Kelly explained that the blight task force held its first meeting on August 23, 2018. The next meeting is scheduled for September 20, 2018 at 4:30PM at NeighborWorks offices at 815 Smith Street, Scranton. Todd Pousley from NeighborWorks, who was present at this meeting, has been coordinating the task force meetings. There are approximately 18 members on the task force. Mr. Kelly explained there was a lot of dialogue and good discussions at the first meeting. He explained there will be 4 meetings of the task force. The 4th meeting will be a public meeting with all county municipal officials invited. At that meeting, there will be a presentation of the best strategies to fight blight and how a municipality can implement these strategies with addressing blight within their community.
- c.) 1445 Meylert Avenue Update: Mr. Kelly explained that he was told demolition should start next week. The addendum agreement with Lace Building Affiliates has been executed. Since this is part of the overall Lace Building rehabilitation project, Chairman O'Malley requested that we schedule a ceremony at the site the day before the actual demolition begins. The discussion continued regarding the demolition of the Lace Company building and how the bricks from the building are being salvaged, cleaned and sold.
- d.) Bid Openings: Mr. Pappas explained there were no actual bids to be opened at this meeting. The applications to be reviewed and acted upon at this meeting were submitted with the offers attached and not sealed bids.

PROPERTY DISCUSSIONS

525 North Bromley Avenue

Mr. Kelly explained that the Land Bank is having an issue with the City regarding the land bank owned property at the rear of 1619 Price Street. It was condemned so it's deemed unsafe. The City refuses to take it down since it is owned by the Land Bank. Chairman O'Malley stated it is not our responsibility. He stated that his position is the Land Bank will not acquire any repository properties located in the City with structures until the structure at the rear of 1619 Price Street is torn down. Mr. Kelly stated a letter should be sent to the Mayor and Mr. Patrick Hinton that the Land Bank will halt the acquisition of any structure until the demolition of the Price Street property is addressed. Mr. Kelly further stated that the Land Bank has already committed \$10,000 in tipping fees toward the demolition of 2 other structures in the City. Chairman O'Malley asked Atty. Colbassani if there is any recourse the Land Bank has if the potential purchaser of a property backs out of the sale prior to closing. The discussion continued regarding various options the Land Bank could do in this situation. Mr. Kelly stated we received an application to purchase 525 North Bromley Avenue from Cody Mackin. However, if Mr. Mackin drops out of the purchase, the Land Bank will be stuck with this structure as well. It was suggested that we alert the City that we will not acquire 525 North Bromley Avenue until they agree to demolish rear 1619 Price Street. Everyone agreed.

506-508 Kirkland Street

Mr. Pappas explained that one application was received Keith Davis, who owns and resides in the property at 511 Reese Street in front of the subject property. He would use this lot to expand his property. Mr. Davis submitted a bid of \$500 for the parcel.

At this point of the meeting, the Board moved ahead to act on the resolution action items. Since earlier in the meeting, the board decided not acquire any additional structures until rear 1619 Price Street is razed, two on the resolutions had to be amended.

Resolution NO. 18-028

RESOLUTION APPROVING THE ACQUISITION OF A PROPERTY FROM LACKAWANNA COUNTY'S TAX CLAIM BUREAU REPOSITORY OF UNSOLD PROPERTY

At the direction of Atty. Colbassani, Resolution NO. 18-028 was amended to remove item 1.a. (525 North Bromley Avenue) and only include 1.b. (506-508 Kirkland Street), 1.c. (826 South Webster Avenue) and 1.d (1027 Pittston Avenue). Chairman O'Malley requested a motion. A motion was made Mrs. Gatto and seconded by Mr. McDonnell to amend Resolution NO. 18-028 as discussed. All voted in favor. Chairman O'Malley then requested a motion to approve Resolution NO. 18-028, as amended. Mr. Deecke made the motion and was seconded by Mr. McDonnell to approve Resolution NO. 18-028, as amended. All voted in favor.

Resolution NO. 18-029

RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN LAND BANK OWNED PROPERTY UNDER THE LAND BANK PROPERTY PURCHASE PROGRAM

Atty. Colbassani then informed the board they needed to vote on amending Resolution NO. 18-029 to remove item 1.a. (525 North Bromley Avenue) and approve only1.b. (506-508 Kirkland Street). Chairman O'Malley requested a motion. A motion was made by Mrs. Gatto and seconded by Mr. Deecke to amend Resolution NO. 18-029 as discussed. All voted in favor. Chairman O'Malley then requested a motion to approve Resolution NO. 18-029, as amended. Mr. McDonnell made the motion and was seconded by Mrs. Gatto to approve Resolution NO. 18-029, as amended. All voted in favor.

Resolution NO. 18-030

RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN LAND BANK OWNED PROPERTY UNDER THE LAND BANK SIDE LOT PROGRAM

826 South Webster Avenue

Mr. Pappas explained that one application was received from Mr. Leo D'Angelo, who owns and operates his business (LaSalle Sportswear) at the adjacent property 830 South Webster Avenue. He would like to expand his property as well as clean and maintain this property. D'Angelo submitted a bid of \$100.00 for the parcel.

1027 Pittston Avenue

Mr. Pappas explained that one application was received from Mr. John Stankowski. Mr. Stankowski owns, resides and operates his business (South Side Floral) at the adjacent property. He would use the lot to expand his property. Mr. Stankowski submitted a bid of \$100.00 for the parcel.

Chairman O'Malley requested a motion to approve the sale of 826 South Webster Avenue to Mr. Leo D'Angelo and 1027 Pittston Avenue to Mr. John Stankowski. The motion was made by Mrs. Gatto and seconded by Mr. McDonnell. All voted in favor

September 14, 2018 Minutes Page 3

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

There were no comments made at this time.

ADJOURNMENT

As all business had been conducted, a motion to adjourn was made by Marion Gatto with a second by Henry Deecke. The motion carried and the meeting was adjourned.

Marion Gatto, Secretary

Prepared by Ralph Pappas

LACKAWANNA COUNTY LAND BANK SCHEDULED MEETING MINUTES October 12, 2018

The scheduled meeting of the Lackawanna County Land Bank was held on Friday, October 12, 2018 in the Commissioners' Conference Room, 200 Adams Avenue, Sixth Floor, Scranton, Pennsylvania.

At 10:00 am Chairman O'Malley called the meeting to order and all joined in the Pledge of Allegiance.

ROLL CALL

Roll Call was taken by George Kelly

Commissioner O'Malley (Chairman) – Present Henry Deecke - Excused Linda Aebli – Present Marion Gatto – Present Terrence McDonnell – Present Steve Pitoniak – Present

Also present were Atty. Joseph Colbassani, Land Bank Legal Counsel, Ralph Pappas, Business Relations Manager, and Laura McGowan, Housing Financial Analyst.

PUBLIC COMMENT ON AGENDA ITEMS ONLY

There were no comments made at this time.

MINUTES

A motion was made by Terrence McDonnell and seconded by Linda Aebli to approve the minutes of the September 14, 2018 meeting as prepared and presented.

All in Favor

PRESENTATION of VOUCHERS for EXAMINATION and APPROVAL

A motion was made by Marion Gatto and seconded by Terrence McDonnell to approve voucher expenditures of September 15, 2018 through October 12, 2018, as presented.

All in Favor

DISCUSSION ITEMS

a.) New interest in Joining the Land Bank – Old Forge, Dunmore: Mr. McDonnell explained that he and Mr. Kelly attended an executive session before Dunmore's most recent council meeting. The purpose being to discuss the Land Bank and its potential benefits. The presentation was well received by Council. Dunmore does not have many tax delinquent properties (5 currently), but there is an interest. Information on the Land Bank and a draft of the paperwork to join was given

to them. All that is needed is the approval of the Intergovernmental Cooperation Agreement by both Borough Council and the School District. Old Forge Borough has expressed interest in the Land Bank as well. They have 1 or 2 blighted properties. Mr. Kelly intends to attend their next work session to further discuss the benefits of joining the Land Bank.

- b.) Blight to Bright LSA Grant Update Mr. Kelly mentioned that Todd Pousley and Jesse Ergott from NeighborWorks NEPA were in attendance and asked that they speak about the work that they are doing with the Blight to Bright Program. Todd mentioned that they have conducted two task force meetings at this point, with the third of four meetings to be held October 25, 2018. There have been good responses from the involved communities thus far.
- c.) 1445 Meylert Avenue Update: Mr. Kelly explained that they are still making progress. They have had some issues with dust and had to adjust their demolition routines. He will reach out to the developers again. They should be demolishing it soon. The Phase II environmental can then be completed, and the purchase can be finalized.
- d.) Bid Openings: Mr. Pappas explained that there were no bids to be opened at this meeting.

PROPERTY DISCUSSIONS

2935-2937 Pittston Avenue

Mr. Pappas explained that an application was received for this property. This is a City owned property at the corner of Pittston Avenue and McDonough Street. He received an email from Linda Aebli explaining that the City would like to donate it to the Land Bank. A sign will be put up on it and it will be placed on the website(s) to let other people know it is available, but prior to that it has to go through the normal procedures in terms of City Council approval to donate a City owned property to the Land Bank.

Resolution NO. 18-031 – Approving the acquisition of a property from the City of Scranton.

Motion by Steve Pitoniak

Seconded by Linda Aebli

All in Favor

<u>Resolution NO. 18-032</u> – Approving the Intergovernmental Cooperation Agreement with Lackawanna County, Fell Township, and the Carbondale Area School District.

Motion by Terrence McDonnell

Seconded by Marion Gatto

All in Favor

<u>Resolution NO. 18-033</u> – Approving the Intergovernmental Cooperation Agreement with Lackawanna County, Mayfield Borough, and the Lakeland School District.

Motion by Marion Gatto

Seconded by Linda Aebli

All in Favor

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

There were no comments made at this time. However, Mr. Pappas announced that the Land Bank will be receiving approximately \$12,000 in January from property taxes paid on sold properties.

ADJOURNMENT

As all business had been conducted, a motion to adjourn was made by Linda Aebli with a second by Marion Gatto. The motion carried and the meeting was adjourned.

Marion Gatto, Secretary

Prepared by Laura McGowan



DEPARTMENT OF BUSINESS ADMINISTRATION

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

MEMORANDUM

DATE:

November 9, 2018

TO:

Wayne Beck, City Treasurer

FROM:

Nancy Krake, Staff Accountant

RE:

Check for Deposit

RECEIVED

OFFICE OF CITY
COUNCIL/CITY CLERK

NOV 0 9 2018

Enclosed kindly find the following check received from Harrison House Personal Care Home, which is payment in lieu of taxes for the City of Scranton:

Harrison House Personal Care Home

Ck. # 025561

\$500.00

This check is to be deposited into Account #01.359.35900

cc:

Mayor Bill Courtright

Roseann Novembrino, City Controller

Scranton City Council

File

MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF SCRANTON HOUSING AUTHORITY OCTOBER 1, 2018

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on October 1, 2018.

Pledge of Allegiance.

Mrs. Mary Anne Sinclair, Madame Chairman, called the meeting to order. Roll call please.

1. Roll Call.

Present

Absent

Mary Anne Sinclair Thomas J. Galella, Jr. Mary Clare Kingsley Terrence V. Gallagher

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director; Boyd Hughes, Solicitor, and Ann Frye, Executive Assistant to the Executive Director.

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, Madame Chairman, we discussed personnel and litigation.

Mrs. Sinclair: Thank you.

3. Approval of the minutes of the Regular Meeting held September 10, 2018.

Mrs. Sinclair: Approval of the minutes of the regular meeting held September 10, 2018.

Ms. Kingsley: So moved.



OFFICE OF CITY COUNCIL/CITY CLERK

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows:

AYES

NAYS

Mary Anne Sinclair

None

Thomas J. Galella, Jr.

Mary Clare Kingsley

4. Treasurer's Report for the period September 1, 2018 to September 26, 2018.

Mrs. Sinclair: Treasurer's Report for the period September 1, 2018 to September 26,

2018.

Mr. Galella: This report is as of September 26, 2018. The balances in our checking

accounts and Money Market accounts are \$4,086,618.82. The Section 8 NRA Fund has a

balance of \$554.86. This savings account is required by HUD to deposit excess HAP funds not

used by the Authority. The payroll account will now be listed as the bank is requiring the

account to have on deposit the amount of the direct deposit funds two days prior to the

disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in

the payroll account. Investments made in Certificates of Deposits amounted to \$4,728,250.85.

Petty Cash totaled \$300.00, for a grand total of \$8,815,724.53. Paid bills from September 1,

2018 to September 26, 2018 were forwarded to all board members. If there are no questions, a

motion should be made for approval of this report.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

23

AYES NAYS

Mary Anne Sinclair Thomas J. Galella, Jr. Mary Clare Kingsley

None

5. Secretary's Report.

Mrs. Sinclair: Secretary's Report.

Mr. Pelucacci; There is nothing to report at this time, Madame Chairman.

6. Committee Reports.

6.(a) Chairman Report.

Mrs. Sinclair: Committee Reports, I have nothing to report at this time. Executive Director's Report.

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of August, 2018 our total utility cost was \$170,703.60 and for the month of September, 2018 our total utility cost was \$166,714.01.

On our Tenant's Accounts Receivable Report, for the month of July, 2018 we had a total of 317 delinquents totaling \$177,448.03; for the month of August, 2018 we had 299 delinquents totaling \$165,981.78 and for the month of September, 2018 we had 275 delinquents totaling \$164,165.15.

On our Construction Report Madame Chairman, work is progressing on the comprehensive renovation of buildings 15 and 17 and the new gas distribution system at Valley View Terrace.

Work is progressing on the implementation of our Energy Conservation measures through our Energy Performance Contract.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, do you have anything under Solicitor's

Report?

6.(c) Solicitor Report.

Attorney Hughes: I have nothing, Madame Chairman.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have

an A.C.C. of 1,268 units with 1,205 units under effective lease. There are Sixty-Three (63)

vacant apartments in which Seventeen (17) vacant units are under modernization at Valley

View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of

1050 units with 830 units under effective lease. Total apartments under effective lease by the

Scranton Housing Authority as of September 30, 2018, are 2,035 out of an A.C.C. of 2,318.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

Mr. Pelucacci: Not to my knowledge, Madame Chairman.

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Resolution No. 19-1 – Approval for Collection Losses Beginning October 1, 2017

and Ending September 30, 2018 be written off.

Mr. Pelucacci: Madame Chairman, Item 8.(a) is Resolution No. 19-1 which is for

Collection Losses beginning October 1, 2017 and ending September 30, 2018.

"Whereas, in accordance with Resolution No. 19-1, collection losses have been written

off during the period beginning October 1, 2017 and ending September 30, 2018; and

Whereas, the Department of Housing Urban Development rules and regulations

concerning collection losses require board approval; and

Now, Therefore, Be It Resolved by the Board of Directors of the Scranton Housing

Authority that the collection losses written off by the Executive Director during the period

beginning October 1, 2017 an ending September 30, 2018 attached hereto and designated as

Exhibit "A" with a total of \$107,805.57 are herewith approved."

It would be my recommendation that the Board of Commissioners pass Resolution No.

19-1.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

None

Mary Anne Sinclair

Thomas J. Galella, Jr.

Mary Clare Kingsley

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations or

retirements. There is currently no one on workers compensation. Paul Morgan is currently on

long term disability.

That concludes the personnel report Madame Chairman.

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10. Public Comment.

(No one present for Public Comment.)

11. Adjournment.

There being no further business to come before the board, the meeting was adjourned at the call of the Chair on motion made by Mr. Galella, and seconded by Ms. Kingsley.

Mary Clare Kingsley, Assistant Secretary

Certificate

- I, Mary Clare Kingsley, hereby certify that:
- 1. I am the duly appointed, qualified and Assistant Secretary of the Scranton Housing Authority.
- 2. I am custodian of the records of said Authority.
- 3. The attached copy of the Minutes of the Regular Meeting of said Authority held October 1, 2018 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on November 5, 2018 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 5th DAY of NOVEMBER, 2018.

Mary Clare Kingsley

Mary Clare Kingsley

Assistant Secretary

TAX ASSESSOR'S REPORT

	•		
WA	70D/	1 1000	
	annı	g Date:	

10/30/18

Time	Name	Boro/Twp.	Pin Number	Attorney	t Assesed Value	Value
12:00 PM	CLEAR BROOK FOUNDATION	SCRANTON	14519010022		22750	Exempt
1:00 PM	ELECTRIC CITY PARKING CO LLC	SCRANTON	1562602003101	PATRICK LAVELLE	503150	503150
1:30 PM	K & J REAL ESTATE LLC	TAYLOR	15617050002	JOHN RODGERS	900000	900000
2:00 PM	DUNMORE RECREATION LLC	DUNMORE	14704020005	SHANNA WILLIAMSON	725000	725000

TOTAL RECORDS 4



OFFICE OF CITY COUNCIL/CITY CLERK 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

November 15, 2018

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

RECEIVED
NOV 15 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

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 October, 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 Monembrino

Roseann Novembrino City Controller

CITY OF SCRANTON GENERAL FUND EXPENDITURES MONTH OF OCTOBER 2018

CODE#	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 5,541.73
11	Public Safety	· , , , , , , , , , , , , , , , , , , ,
20	City Council	21,275.25
30	Controller	25,290.53
40	Business Administration	528,727.95
41	Bureau of Human Resources	40,276.27
42	Bureau of Information Technology	93,482.79
43	Treasurer	9,334.40
51	Inspections and Licenses	68,445.49
60	Law	26,409.47
71	Police	1,796,694.08
75	Traffic Maintenance	<u>-</u>
78	Fire	1,434,248.37
80	Public Works	270,446.57
81	Engineering	13,814.01
82	Buildings	131,097.06
83	Highways	190,329.27
84	Refuse	283,026.91
85	Garages	74,600.39
90	Single Tax Office	253,760.56
100	Parks and Recreations	47,319.29
	TOTAL DEPARTMENTAL:	\$ 5,314,120.39
	NON DEPARTMENTAL	
0140	Scranton Plan	\$ -
1000	Boards and Commissions	34,255.60
1100	Utilities	-
1300	Contingency	2,202.67
1500	Special Items	219,557.60
1600	Unpaid Bills	47.37
1700	Grants and Contributions	1,622,398.46
1900	Special Items (Non Add)	-
	TOTAL NON DEPARTMENTAL:	\$ 1,878,461.70
	GRAND TOTAL:	\$ 7,192,582.09

CITY OF SCRANTON GENERAL FUND REVENUE REPORT FOR THE MONTH OF OCTOBER 2018

CODE#	FUND SOURCE	REVENUES
		Mayanyay
300	Previous Year Balance	\$ -
301	Real Property Taxes	453,569.19
302	Landfill and Refuse Fees	297,904.91
304	Utility Tax	75,073.05
305	Non-Resident Tax	· -
310	Local Taxes (Act 511)	1,179,759.28
319	Penalties and Interest (Delinquent Taxes)	15,423.11
320	Licenses and Permits	195,490.54
330	Fines and Forfeitures	•
331	Police Fines and Violations	33,973.14
341	Interest Earnings	· -
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	129,875.11
359	Local Governments (Payments in Lieu)	6,000.00
360	Departmental Earnings	42,523.00
367	Recreational Departments	2,916.25
380	Cable TV and Miscellaneous Revenue	9,803.48
392	Interfund Transfers	1,050,057.50
392*	Interfund Transfers (Non Add)	, , -
394	Tax Anticipation Loan/Note	_
	TOTAL	\$ 3,492,868.56
*Non Add		
	MONTH TO DATE:	
	Revenues To October 2018	\$ 88,634,191.51
	Expenditures To October 2018	66,906,671.40
True List of the control of	NET:	\$ 21,727,520.11

CITY OF SCRANTON OCTOBER 31. 2018 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	31,720,111.03	2,107,695.07
302	Landfill and Refuse Fees	7,662,500.00	6,295,208.07	1,367,291.93
304	Utility Tax	75,000.00	75,073.05	(73.05)
305	Non-Resident Tax	520,000.00	-	520,000.00
310	Local Taxes (Act 511)	39,343,469.39	28,828,583.71	10,514,885.68
319	Penalties and Interest (Delinquent Taxes)	168,092.00	219,440.92	(51,348.92)
320	Licenses and Permits	1,906,004.00	2,089,095.98	(183,091.98)
330	Fines and Forfeitures	100.00	-	100.00
331	Police Fines and Violations	360,750.00	339,569.14	21,180.86
341	Interest Earnings	30,000.00	180,657.27	(150,657.27)
342	Rents and Concessions	5,000.00	4,500.00	500.00
350	Inter-Government-Revenue Reimbursements	3,957,646.00	4,394,281.70	(436,635.70)
359	Local Government (Payments in Lieu)	250,000.00	69,956.36	180,043.64
360	Departmental Earnings	469,625.00	140,936.00	328,689.00
367	Recreational Departments	49,500.00	34,075.00	15,425.00
380	Cable TV and Miscellaneous Revenues	1,115,800.00	820,324.03	295,475.97
392	Interfund Transfers	5,183,505.30	672,379.25	4,511,126.05
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	-	· •	

ACCOUNT BALANCES	AS OF OCTOE	BER 31, 2018		10000000000000000000000000000000000000
	1		OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	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	565.00		565.00
DEPARTMENT OF PUBLIC SAFETY POLICE BUREAU				
0101100071 4201 PROFESSIONAL SERVICES ENCUMBERED: CURRENT PERIOD FOX SIGNS NEPA POWER DMS, INC.	25,000.00	8,978.50 -	4,533.13 850.00 750.00	2,845.37
0101100071 4210 SERVICES & MAINTENANCE FEE ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD CINTAS CORPORATION INDUSTRIAL ELECTRONICS, INC. COMBINED SYSTEMS, INC.	75,000.00	6,108.09	(11,208.18) 7,117.50 1,388.05 4,090.68 385.00	4,335.04
0101100071 4270 DUES & SUBSCRIPTIONS	3,150.00	7.85		7.85
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED BUDGET TRANSFER FROM: 0101100071 4390 NUNZI'S ADVERTISING SPECIALIST, INC. PERSONNEL EVALUATION, INC. COMMONWEALTH FINANCING AUTHORITY	2,000.00	248.32	(43.68) 152.00 40.00 100.00	. (0.00)
0101100071 4290 STATIONERY / OFFICE SUPPLIES SAFETY KIDS, INC.	2,750.00	406.16	50.00	356.16
0101100071 4380 GUNS / AMMUNITION	22,500.00	9.57		9.57
0101100071 4390 MATERIALS / SUPPLIES (MISC) BUDGET TRANSFER TO: 0101100071 4280 ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD STARR UNIFORMS ROLL CALL, LLC KOVATCH FORD, INC.	21,000.00	7,005.77	43.68 (464.58) 4,615.66 94.99 325.25 1,559.08	831.69

			OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0101100071 4420 TRAVEL & LODGING	4,000.00	217.80		217.80
0101100071 4470 TRAINING & CERTIFICATION ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD PNC BANK	50,000.00	9,739.03	(1,560.23) 1,560.23 4,247.03	5,492.00
0101100071 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD MOTOROLA, INC	350,000.00	119,769.00	(42,915.70) 59,690.70 19,256.00	83,738.00
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT JALVO, INC.	7,500.00	3,251.89	750.50	2,501.39
0101100071 6003 SPCA - ANIMAL CONTROL VETERINARY REFERRAL & EMERGENCY CENTER ANIMAL CARE EQUIPMENT & SVS, INC.	86,976.00 R	8,715.53	190.09 1,280.95	7,244.49
D101100078 4201 PROFESSIONAL SERVICES BUDGET TRANSFER FROM: 0101100078 4580 BUDGET TRANSFER FROM: 0101100078 4580 REEVE'S RENT-A-JOHN, INC. JALVO, INC.	23,000.00	11.00	(200.00) (400.00) 189.00 315.00	407.00
0101100078 4210 SERVICE & MAINTENANCE FEE LUCAS, ALLEN DESARNO, PATRICK	15,000.00	1,185.08	607.80 75.00	107.00
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	850.00		850.00
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	10,000.00	0.00		0.00
0101100078 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD GLEN SUMMIT SPRINGS WATER STAPLES BUSINESS ADVANTAGE	7,250.00	1,552.57	(195.94) 108.95 46.30 103.39	1,489.87
0101100078 4420 TRAVEL & LODGING LUCAS, ALLEN	3,000.00	2,229.10	200,00	2,029.10

DEPARTMENT / ACCOUNT 2018 BUDGET BEGINNING BAL ACTIVITY ENDING BAL				I	OCTOBER, 2018	<u>-</u>
CRAINGER 285.00 5,633.76	DEPARTMENT / A	CCOUNT	2018 BUDGET	BEGINNING BAL		ENDING BAL.
CRAINGER 285.00 5,633.76	<u> </u>		<u> </u>			
5,633.75	0101100078 4430	AIR PACK / REHAB SUPPLIES	6,000.00	5,918.75		
Martin		GRAINGER			285.00	
BUIDGET TRANSPER FROM: 0101100078 4580 (9,350.00) (750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00 750.00						5,633.75
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ESI EQUIPMENT, INC.						
### DINDUSTRIES #### 242.50 4,694.22 OFFICE OF THE CITY CLERK / CITY COUNCIL						
## 15,000.00 4210 SERVICES & MAINTENANCE FEE ## 15,000.00 4,205.00 4,205.00 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22 4,694.22						
0FFICE OF THE CITY CLERK / CITY COUNCIL: 01020000000 4201 PROFESSIONAL SERVICES 56,000.00 4,935.99 NARDOZZI, CATHENE EDM AMERICAS INC. 663.00 187.49 0102000000 4210 SERVICES & MAINTENANCE FEE 15,000.00 4,205.00		0 0 11000111100				4.694.22
0102000000 4201 PROFESSIONAL SERVICES NARDOZZI, CATHENE EDM AMERICAS INC. 0102000000 4210 SERVICES & MAINTENANCE FEE 56,000.00 4,935.99 663.00 187.49 4,085.50						770-11-11
0102000000 4201 PROFESSIONAL SERVICES NARDOZZI, CATHENE EDM AMERICAS INC. 0102000000 4210 SERVICES & MAINTENANCE FEE 56,000.00 4,935.99 663.00 187.49 4,085.50	OFFICE OF TH	E CITY CLERK / CITY COUNCIL				
NARDOZZI, CATHENE 663.00 EDM AMERICAS INC. 187.49 4,085.50 0102000000 4210 SERVICES & MAINTENANCE FEE 15,000.00 4,205.00						
NARDOZZI, CATHENE 663.00 EDM AMERICAS INC. 187.49 4,085.50 0102000000 4210 SERVICES & MAINTENANCE FEE 15,000.00 4,205.00	0102000000 4201	PROFESSIONAL SERVICES	56,000.00	4,935.99		
## EDM AMERICAS INC. ## 187.49 ## 4,085.50 ## 4,085.50 ## 4,085.50 ## 15,000.00 ## 4,205.00	************		,	,	663.00	
0102000000 4210 SERVICES & MAINTENANCE FEE 15,000.00 4,205.00					187.49	
						4,085.50
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4,205.00	0102000000 4210	SERVICES & MAINTENANCE FEE	15,000.00	4,205.00		
						4,205.00

	1	T	OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0102000000 4230 PRINTING & BINDING	6,250.00	4,039.04	=	4,039.04
0102000000 4250 ADVERTISING SCRANTON TIMES	31,500.00	15,813.40	2,665.30	13,148.10
0102000000 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER	500.00	150.01	11.00	139.01
CITY CONTROLLER				
0103000000 4201 PROFESSIONAL SERVICES JOSEPH M. ALU & ASSOCIATES, PC	40,000.00	33,500.00	6,500.00	
0103000000 4230 PRINTING AND BINDING PREMIER BUSINESS SYSTEMS	1,000.00	100.10	(449.95)	27,000.00
0103000000 4240 POSTAGE & FREIGHT	100.00	18.00	:	550.05 18.00
0103000000 4270 DUES & SUBSCRIPTIONS	225.00	24.75		24.75
0103000000 4290 STATIONERY / OFFICE SUPPLIES BUDGET TRANSFER FROM: 0103000000 4420 GLEN SUMMIT SPRINGS WATER	200.00	(0.00)	(70.00) 21.95	48.05
0103000000 4420 TRAVEL AND LODGING BUDGET TRANSFER TO: 0103000000 4290	1,000.00	346.64	70.00	276.64
BUSINESS ADMINISTRATION DEPARTMENT ADMINISTRATION				
0104000040 4201 PROFESSIONAL SERVICES TURNKEY TAXES REILLY ASSOCIATES THOMAS J. MCLANE & ASSOC. INC. RAINEY & RAINEY CPAS LACKAWANNA COUNTY TREASURER JOYCE HATALA ASSOCIATES	250,000.00	31,094.46	7,396.79 3,314.99 4,890.00 1,290.00 9,835.13 325.00	4,042.55
0104000040 4210 SERVICES & MAINTENANCE FEE	1,750.00	1,362.00		1,362.00

			OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000040 4230 PRINTING & BINDING	1,000.00	148.97		148.97
0104000040 4240 POSTAGE & FREIGHT	30,000.00	893.00	,	893.00
0104000040 4250 ADVERTISING BUDGET TRANSFER FROM: 0104000040 4420 SCRANTON TIMES	17,250.00	1,960.20	(2,500.00) 4,017.60	442.60
0104000040 4270 DUES & SUBSCRIPTIONS	1,000.00	110.00		110.00
0104000040 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD PHILLIPS SUPPLY CO. GLEN SUMMIT SPRINGS WATER STEAMTOWN BLUEPRINT & COPY STAPLES BUSINESS ADVANTAGE	12,750.00	3,243.02	(1,505.55) 567.64 994.50 16.75 48.60 237.82	
				2,883.26
0104000040 4390 MATERIALS / SUPPLIES (MISC)	600.00	393.55	:	393.55
0104000040 4420 TRAVEL & LODGING BUDGET TRANSFER TO: 0104000040 4250	2,500.00	2,500.00 -	2,500.00	0.00
0104000040 4470 TRAINING & CERTIFICATION	2,000.00	1,090.05		1,090.05
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP	3,743,432.00	1,183,432.00		1,183,432.00
0104000040 6024 BANK FEES AND CHARGES PNC MERCHANT FEE CHECK PRINTING FEE TRUST FEE	11,000.00	10,793.84	15.00 36.90 1,000.00	9,741.94
HUMAN RESOURCES:				
0104000041 4201 PROFESSIONAL SERVICES CONCORDE, INC. MILLENNIUM ADMINISTRATORS C3 GROUP LLC P & A GROUP ADMIN SERVICE WE PAY PROCESSING CHARGES THE WRIGHT CENTER MEDICAL GROUP	150,000.00	40,170.54	694.06 3,016.75 1,836.30 726.70 5,445.25 212.00	28,239.48

	I	1	OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
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	311.20	16.75	294.45
0104000041 4420 TRAVEL & LODGING	1,000.00	569.32		569.32
0104000041 4470 TRAINING & CERTIFICATION CINTAS CORPORATION	3,000.00	1,170.98	538.13	632.85
0104000041 4630 LIABILITY / CASUALTY INSURANCE SUBROGATION PAYMENT GALLAGHER BASSETT SERVICE SELF INSURANCE DIVISION ABRAHAMSEN CONABOY & ABRAHAMSEN, PC NATASHA, JOYNER & SIMON & SIMON PC OLIVER, PRICE & RHODES	1,371,000.00	455,420.40	3,406.89 500.00 100.00 76.00 2,500.00 1,577.64	447,259.87
INFORMATION TECHNOLOGY:				
0104000042 4201 PROFESSIONAL SERVICES	95,250.00	3,185.15		3,185.15
0104000042 4210 SERVICES & MAINTENANCE FEE BUDGET TRANSFER TO: 0104000042 4440 ENCUMBERED: CURRENT PERIOD	75,000.00	33,708.40	6,100.00 15,681.50	11,926.90
0104000042 4270 DUES AND SUBSCRIPTIONS	500.00	500.00		500.00
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	1,000.00		1,000.00
0104000042 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD SWIETNICKI, FRANK CDW GOVERNMENT, INC.	65,000.00	2,991.85	(743.00) 743.00 400.00 1,030.00	1,561.85
0104000042 4420 TRAVEL AND LODGING	750.00	750.00		750.00

			OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000042 4440 TELEPHONE BUDGET TRANSFER FROM: 0104000042 4210 COMCAST A T & T MOBILITY FRONTIER COMMUNICATIONS VERIZON SOLID ROCK IT SOLUTIONS	150,000.00	22,143.55	(6,100.00) 7,578.40 5,093.45 7,270.13 199.63 3,180.00	4,921.94
0104000042 4470 TRAINING & CERTIFICATION	10,000.00	8,773.97		8,773.97
0104000042 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD URBAN ELECTRICAL CONTRACTORS, INC. CDW GOVERNMENT, INC.	250,000.00	148,952.16 -	(189,307.84) 189,307.84 1,065.82 57,300.00	90,586.34
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	50,000.00	5,000.00		5,000.00
TREASURY:				
0104000043 4201 PROFESSIONAL SERVICES	11,250.00	8,175.78		8,175.78
0104000043 4390 MATERIALS / SUPPLIES (MISC) DUNBAR AMORED, INC. GLEN SUMMIT SPRINGS WATER	8,000.00	1,600.22	869.80 16.75	713.67
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	1,000.00	1,000.92		1,000.92
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	0.00		0.00
0105100051 4290 STATIONERY / OFFICE SUPPLIES	500.00	370.70		370.70
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

	I	T	OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	791.00		791.00
0105100051 4550 CAPITAL EXPENDITURES	23,000.00	17,274.09	•	17,274.09
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00	,	500.00
0105100051 4590 BUILDING DÉMOLITION ENCUMBERED: CURRENT PERIOD SHEA INDUSTRIES	65,000.00	54,748.00	597.25 11,850.00	42,300.75
BUREAU OF BUILDINGS:				
0105100082 4201 PROFESSIONAL SERVICES BUDGET TRANSFER TO: 0105100082 4320 BUDGET TRANSFER TO: 0105100082 4320 C & C CLEANING SERVICES	75,000.00	73,700.00	15,000.00 612,92 1,575.00	56,512.08
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE BUDGET TRANSFER FROM: 0105100082 4201 BUDGET TRANSFER FROM: 0105100082 4201 ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD LIBERTY ELEVATOR EXPERTS LOWE'S CINTAS CORPORATION J. C. EHRLICH CO. JOHNSON CONTROLS MESKO GLASS & MIRROR DATOM PRODUCTS, INC. INTEGRITEC, INC. VACENDAK CONSTRUCTION LLC C & C CLEANING SERVICES AMERICAN JANITOR MARK WHITEHEAD ELECTRICAL FRIEDMAN ELECTRIC SUPPLY	150,000.00	10,754.82	(15,000.00) (612.92) (2,688.30) 2,688.30 70.00 786.78 385.28 252.00 1,940.52 2,571.80 770.00 1,875.00 200.00 2,795.00 1,593.97 294.00 94.53	12,738.86
0105100082 4445 SEWER CHARGES	5,000.00	5,000.00		5,000.00
0105100082 4447 UGI - GAS DIRECT ENERGY BUSINESS	135,000.00	48,732.99	484.54	48,248.45
0105100082 4448 PAWC - WATER PENNSYLVANIA AMERICAN WATER CO.	475,000.00	93,492.16	84,554.79	8,937.37

		l	OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0105100082 4450 ELECTRICAL PPL ELECTRIC UTILITIES UGI PENN NATURAL GAS	275,000.00	77,688.94	21,430.33 1,032.64	
		-		55,225.97
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00	,	1,000.00
LAW DEPARTMENT:				
0106000000 4201 PROFESSIONAL SERVICES ABRAHAMSEN CONABOY & ABRAHAMSEN, PC OLIVER, PRICE & RHODES ZANARAS REPORTING & VIDEO LLC CIPRIANI & WERNER, P.C. MICHAEL A. GENELL, ESQ. POWELL & APPLETON, PC	195,000.00	76,559.70	4,972.50 1,143.50 202.00 28.50 911.67 1,450.80	
FOWELE & AFFLETON, FO		•	1,400.00	67,850.73
0106000000 4210 SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		2,000.00
0106000000 4270 DUES & SUBSCRIPTIONS	3,950.00	3,048.00		3,048.00
0106000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	235.00		235.00
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	350.48		350.48
0106000000 4420 TRAVEL & LODGING	1,000.00	1,000.00		1,000.00
0106000000 4470 TRAINING & CERTIFICATION	1,000.00	665.50		665.50
0106000000 4550 CAPITAL EXPENDITURES	3,250.00	3,250.00		3,250.00
DEPARTMENT OF PUBLIC WORKS ADMINISTRATION BUREAU:				
0108000080 4201 PROFESSIONAL SERVICES PIAZZO, NICO TRUBIA, AUSTIN CARAMANNO, MATTHEW MARONI, RICHARD GUSE, JOHN	50,000.00	20,000.00	52.60 52.60 52.60 52.60 52.60	
				19,737.00
0108000080 4210 SERVICES & MAINTENANCE FEE PA ONE CALL SYSTEM, INC.	2,040.00	958.68	52.34	906.34

	T	I	OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000080 4420 TRAVEL AND LODGING	500.00	500.00		500.00
0108000080 4550 CAPITAL EXPENDITURES	10,000.00	3,600.50		3,600.50
0108000080 4570 MAINTENANCE COMMUNICTION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.	16,500.00	4,155.00	1,590.00	2,565.00
0108000080 4576 MAINTENANCE SUPER FUND SIGHT JIM WILLIAMS SURPLUS	13,000.00	6,064.20	1,208.16	4,856.04
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE ENCUMBERED: CURRENT PERIOD NORTH END ELECTRIC DUNBAR'S EVERGREEN LANDSCAPING S & S TOOLS & SUPPLIES	50,000.00	24,784.37	8,037.80 1,147.00 2,416.67 40.43	13,142.47
ENGINEERING BUREAU:			•	
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES	69,500.00	21,575.00	6,300.00	15,275.00
0108000081 4210 SERVICES & MAINTENANCE FEE	500.00	38.40		38.40
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00		100.00
0108000081 4390 MATERIALS / SUPPLIES (MISC)	250.00	5.16		5.16
0108000081 4470 TRAINING & CERTIFICATION	1,000.00	950.00		950.00
HIGHWAYS BUREAU:				
0108000083 4260 RENTAL VEHICLES & EQUIPMENT BUDGET TRANSFER TO: 0108000085 4301 INTERSTATE SAFETY SERVICE POWELL'S RENTAL TSE, INC.	300,000.00	72,098.03	20,000.00 3,500.00 2,275.00 23,180.00	23,143.03
0108000083 4340 CONSTRUCTION - PAVING MATERIAL BUDGET TRANSFER FROM: 0108000080 4118 OECD PAVING ACCOUNT ENCUMBERED: PREVIOUS PERIOD DUNMORE MATERIALS CENTRAL CLAY PRODUCTS	100,000.00	11,085.39	(17,000.00) (17,586.60) (4,604.40) 26,250.00 4,561.00	19,465.39

			OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000083 4350 PAINT / SIGN MATERIAL ENCUMBERED: PREVIOUS PERIOD GENERAL TRAFFIC EQUIPMENT REED, GENE BRADCO SUPPLY CO. LEE ELECTRIC SUPPLY CO., INC.	50,000.00	37,231.51 -	(4,406.15) 3,014.00 143.10 1,392.15 105.75	36,982.66
0108000083 4370 PARKS AND RECREATION SUPPLIES	62,000.00	29,948.88	•	29,948.88
0108000083 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD CENTRAL CLAY PRODUCTS YANNI, ANTHONY DIXON SEALER & SUPPLY, INC. S & S TOOLS & SUPPLIES	37,500.00	1,706.31	(9,866.30) 30.47 10,318.32 317.99 133.00 159.31	
PA NORTHEAST REGIONAL RAILROAD AUTHORIT	Y	_	250.00	363.52
0108000083 4410 SALT ENCUMBERED: CURRENT PERIOD AMERICAN ROCK SALT CO. LLC	273,500.00	30,265.93	7,220.00 21,197.01	1,848.92
0108000083 4460 STREET LIGHTING PPL ELECTRIC UTILITIES	375,000.00	119,209.86	17,433.44	101,776.42
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE URBAN ELECTRICAL CONTRACTORS, INC.	77,500.00	39,329.05 -	1,117.25	38,211.80
0108000083 4550 CAPITAL EXPENDITURES	140,000.00	(0.00)		(0.00)
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 COMMONWEALTH OF PENNSYLVANIA	1,271,434.74	248,626.09	113,038.22 100.00	135,487.87

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DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000084 4550 CAPITAL EXPENDITURES	180,000.00	0.00		
0100000004 4550 CAPITAL EXPENDITURES	100,000.00	0.00		0.00
GARAGES BUREAU:				
		4 440 40		
0108000085 4220 CONTRACTED SERVICES ENCUMBERED: CURRENT PERIOD	750.00	1,418.18	212.00	
		_		1,206.18
ADDROODER 4204 CAS ON THERMICANTS	295,000.00	791.74		
108000085 4301 GAS, OIL, LUBRICANTS	255,000.00	131.14	(20,000.00)	
BUDGET TRANSFER FROM: 0108000083 4260				
ENCUMBERED: PREVIOUS PERIOD			(898.90)	
D. G. NICHOLAS CO.			1,323.58	
DENAPLES AUTO PARTS			75.00	
WEX BANK			19,590.24	704 92
				701.82
108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE	325,000.00	50,966.48		
ENCUMBERED: PREVIOUS PERIOD			(4,779.94)	
ENCUMBERED: CURRENT PERIOD			6,096.84	
D. G. NICHOLAS CO.			2,183.47	
DENAPLES AUTO PARTS			2,718.50	
ELECTRO BATTERY			660.00	
A.I.T. AUTOMOTIVE			2,237.85	
SCRANTON GRINDER & HARDWARE			40.38	
FARGIONE AUTO SERVICE			201.00	
AIR BRAKE & EQUIPMENT CO., INC.			552.84	
TRIPLE CITIES ACQUISITIONS, LLC			304.34	
WAYNE COUNTY FORD			370.95	
DAVE'S AUTO IGNITION			227.00	
KOVATCH FORD, INC.			3,309.93	
MARTIN G. SHULDE DBA LEROY'S AUTO REPAIRS			100.00	
C. G. CUSTOM TRUCKS			438.21	
DENAPLES TOWING, INC.			481.00	
POWELL'S RENTAL			64.00	
NORTHEAST HYDRAULICS			776.84	
JUDGE LUMBER COMPANY			248.00	
INDUSTRIAL ELECTRONICS, INC.			78.96	
JACK'S CYCLE & SERVICE			35.85	
JORDAN'S TOWING			200.00	
GRAINGER			412.20	
BRADCO SUPPLY CO.			840.00	
WELLER'S LOCK & KEY SERVICE			45.00	
				33,123.2
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	6,500.00	1,566.44		
ENCUMBERED: PREVIOUS PERIOD	5,2-5.50	.,	(28,99)	
D. G. NICHOLAS CO.			96.97	
21 4		-		1,498.46
				1,730.

			OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000085 4390 MATERIALS / SUPPLIES (MISC)	49,500.00	16,769.45		
ENCUMBERED: PREVIOUS PERIOD			(2,848.46)	
ENCUMBERED: CURRENT PERIOD			2,115.41	
D. G. NICHOLAS CO.			1,336.11	
TRIPLE CITIES ACQUISITIONS, LLC			1,862.84	
A.I.T. AUTOMOTIVE			344.00	
C. G. CUSTOM TRUCKS			790.92	
DENAPLES AUTO PARTS			537.50	
PETHICK PAINT SUPPLY			70.00	
FASTENAL COMPANY			320.41	
WAYNE COUNTY FORD			54.72	
DAILEY RESOURCES			212.00	
MID-ATLANTIC WASTE SYSTEM			217.36	
S & S TOOLS & SUPPLIES			46.03	44 740 04
			:	11,710.61
0108000085 4401 TIRES	109,500.00	40,093.49		
ENCUMBERED: PREVIOUS PERIOD			(5,923,28)	
ENCUMBERED: CURRENT PERIOD			8,123.60	
MCCARTHY TIRE SERVICE, INC.			4,064.83	
GOODYEAR			1,881.00	
JACK'S CYCLE & SERVICE		_	342.35	
				31,604.99
0108000085 4420 TRAVEL AND LODGING	500.00	500.00		
STOODOOG ALLS THAT LEFT HE LEFT SHIP			:	500.00
0108000085 4550 CAPITAL EXPENDITURES	25,000.00	4,682.04		
INDUSTRIAL ELECTRONICS, INC.	20,000.00	4,002,04	946.69	
MOOTHINE ELLOTRORIDO, ITO.		_		3,735.35
	7 500 00	4.070.00	·	
0108000085 4901 MAINTENANCE (PREVENTATIVE)	7,500.00	4,078.88		4,078.88
PARKS & RECREATION DEPARTMENT				
0110000000 4280 MISC SERVICES - NON CLASSIFIED	5,000.00	3,292.97	707.07	
SCRANTON TIMES			787.67	0.505.00
				2,505.30
0110000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	429.92		
				429.92
0110000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	15,000.00	8,851.24		
S & S TOOLS & SUPPLIES	·		149.46	
REEVE'S RENT-A-JOHN, INC.			126.00	
CINTAS CORPORATION			396.00	
		_		8,179.78
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	20,000.00	15,332.20		
THE MEDICINE SHOP	20,000.00	. 0,002.20	302.07	
			***************************************	15,030.13

	1	T	OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	500.00	500.00		500.00
			=	300.00
0110000000 4370 PARKS & RECREATION SUPPLIES	1,000.00	1,000.00		1,000.00
				1,000.00
0110000000 4420 TRAVEL AND LODGING	750.00	750.00		750.00
			=	7,00.00
0110000000 4530 PERFORMING ARTS	20,000.00	4,325.00		4,325.00
			-	4,020.00
0110000000 4540 SPRING / SUMMER PROGRAMS	3,000.00	113.99		113.99
			=	
0110000000 4550 CAPITAL EXPENDITURES	875,000.00	791,060.21		791,060.21
			=	17//
NON-DEPARTMENTAL EXPENDITURES				
0140110030 4299 ZONING BOARD	18,500.00	5,995.90		
PENETAR, DANIEL SCRANTON TIMES			2,045.00 610.60	
PLEVYAK, MARY M.			250.00	
			:	3,090.30
0140110060 4299 EVERHART MUSEUM	29,000.00	0.02		
			:	0.02
0140110075 4299 SCRANTON PLAN	60,000.00	50,000.00		#0.000.00
			:	50,000.00
0140110080 4299 SCRANTON TOMORROW	75,000.00	0.00		0.00
			:	0.00
0140110110 4299 SHADE TREE COMMISSION	95,000.00	134.51	(50 000 00)	
BUDGET TRANSFER FROM: 0140117040 4299 TITAN TREE SERVICE			(50,000.00) 20,750.00	
NORTHERN TREE EXPERT CO.			10,600.00	18,784.51
				10,704.31
0140110120 4299 ST. CATS AND DOGS	10,000.00	2,930.00		2,930.00
				2,330.00
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00		1,000.00
				1,000.00
0140110140 4299 CIVIL SERVICE COMMISSION	25,000.00	11,439.54		11,439.54
				11,400.04
0140110150 4299 HUMAN RELATIONS COMMISSION	25,000.00	25,000.00		25,000.00
				20,000.00

	I	1	OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0140110155 4299 LHVA TRAIL MAINTENANCE	21,000.00	10,500.00		10,500.00
0140115230 4299 TAN SERIES	12,750,000.00	12,750,000.00		12,750,000.00
0140115240 4299 TAN SERIES INTEREST	494,850.00	494,850.00		494,850.00
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	450,058.36	(59,941.64)		(59,941.64)
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	171,539.33	62,790.86		62,790.86
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	0.00	,	0.00
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	2,061,662.50	1,868,331.25		1,868,331.25
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	218,147.96	0.00		0.00
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00		0.00
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING INTEREST PAYMENT	3,234,419.34	3,234,419.34	618,919.45	
				2,615,499.89
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,851.02	0.00		0.00
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM KS STATEBANK	219,557.60	219,557.60	219,557.60	
0140115336 4299 OPER TSF TO DBT SVC - LEASE OF TURNOUT GEAR	80,000.00	0.00		0.00
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	2,420,500.00	1,675,250.00		0.00
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,877,000.00	1,056,000.00		1,675,250.00
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94			1,056,000.00
VITALIBUTO 4255 OF EN ISE TO DELIGIOUS ELASE FORD TING	00,020.04	0.00		0.00

			OCTOBER, 2018	
DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,968.88	244,968.88	-	244,968.88
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	413,345.00	0.00		0.00
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	0.00		0.00
0140113090 4299 CONTINGENCY	705,799.10	705,799.10		705,799.10
0140113100 4299 OECD CONTINGENCY MONEY NOT RECEIVED OECD	45,000.00	22,484.32	3,246.04	19,238.28
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG. TURNKEY TAXES	550,000.00	215,414.35	47.37	215,366.98
0140116270 4299 COURT AWARDS	350,000.00	243,728.00		243,728.00
0140117020 4299 VETERAN'S ORGANIZATION	75,000.00	25,000.00		25,000.00
0140117040 4299 OPEB TRUST FUND BUDGET TRANSFER TO: 0140110110 4299	150,000.00	90,000.00	50,000.00	40,000.00
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	0.00		0.00
0140117080 4299 TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT CAPITAL BUDGET	300,000.00	50,000.00	1,622,398.46	(1,572,398.46)

FILE OF THE COUNCIL NO.

2018

AN ORDINANCE

APPROPRIATING FUNDS FOR THE EXPENSES OF THE CITY GOVERNMENT FOR THE PERIOD COMMENCING ON THE FIRST DAY OF JANUARY, 2019 TO AND INCLUDING DECEMBER 31, 2019 BY THE ADOPTION OF THE GENERAL CITY OPERATING BUDGET FOR THE YEAR 2019.

WHEREAS, it is in the best interests of the City of Scranton, and required by the Home Rule Charter, that the City pass a General City Operating Budget for the year 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the 2019 General City Operating Budget is hereby approved and authorized in the form as attached hereto and made a part hereof.

SECTION 1. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 2. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such 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 interests of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 3. This Ordinance shall take effect January 1, 2019.

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

Department of Business Administration

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

NOV 1 4 2018

OFFICE OF CITY
COUNCILICITY CLERK



SCRANTON

October 28, 2018

Ms. Lori Reed City Clerk City of Scranton 340 North Washington Avenue Scranton, Pa 18503

Re:

2019 Budget

Dear Ms. Reed:

According to Article IX, Section 902, of the Home Rule Charter, the Administration of the City of Scranton hereby submits the 2019 Operating Budget. The Budget document includes estimated income, including various taxes, fees, and other revenues for the fiscal year. Detailed proposed expenditures by department including employee-related expenses and capital expenditures are delineated. Proposed expenditures do not exceed budgeted revenues.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

David M. Bulzoni Business Administrator City of Scranton

2019 Budget Summary

Financial Overview

The City of Scranton 2019 budget continues a phased progression in recovery from a period of acute crisis. The City will continue to strive to achieve manageable annual adjustments in both revenues and expenditures to avoid the punitive nature of double digit real estate tax increases. The continued compression of real estate tax valuations will be an ongoing concern in budget creation and remains a focal point of the 2019 budget. The 2017 budget was transitory from revenue assignments concluding the parking monetization transactions and the sale of the sewer assets; the 2019 budget reflects the execution of those initiatives and the subsequent influence on the City's budget. Without those adjustments, the impact on the primary revenue drivers would be significant. Those revenue components are real estate and earned income taxes and both would have been strained without the completion of the monetization initiatives.

An integral component of the continued fiscal stability is the assignment of real estate taxes through a segmented calculation which originated in the 2015 budget. The City of Scranton created a dedicated millage to meet total annual debt service requirements and appointed a single point paying agent to manage those payments. This concept was well received by the financial markets and has been an integral part of the restoration of the City's credit worthiness. The reduction in budgeted debt service from \$14,713,139.50 in 2014 to \$12,322,886.84 in 2019 is representative of the City's efforts at greater budget stability. Of this total, \$11,113,634.62 will be funded through the debt service allocation; \$1,208,252.22 will be offset by invested funds resulting from the pension debt initiative, and \$1,000 is a placeholder for a prospective 2019 refunding and capital improvement debt initiative.

Real estate taxes will continue as a significant source of revenue in the 2019 budget. The intent of the 2019 budget is to maintain total millage at 2018 levels regardless of the compression in real estate valuations. The debt service allocation will be based on the City's annual debt service requirement and is adjusted accordingly. This process is based purely on an annual calculation and eliminates discretionary considerations from the evaluation process. Correspondingly, with a prospective \$2,221,507.00 reduction in the Minimum Municipal Obligation in 2019, the operating revenue percentage is adjusted accordingly.

The 2019 budget positions the City to further evaluate revenue maximization and expense containment. Analytic methodology is used for better identification of components of the City's taxes and fees. Those analytics should result in fee and tax clarification in future budget years. Planned initiatives include the migration from business privilege and mercantile taxes to a payroll based tax allowed under Act 47. The City continues to evaluate refuse payment and collection alternatives to achieve greater program efficiencies. Effective storm water management portends to be a principal initiative in 2019 regardless of the impact on the operating budget.

A realistic approach to expenditure budgeting will mirror the same approach to revenues. While several issues portend some significance for the City with the 2019 budget, the approach is to evaluate each budget category for savings realized through either achievable efficiencies or program alternatives to manage costs more effectively.

The budget also continues a measure of sensibility to nonunion salaries, which has been devoid of any real methodology in prior budgets. A planned compensation review should further assist the process. Once salaries have reached a level of equilibrium, raises may rotate every two years for the nonunion employee base.

In effect, the 2019 budget continues to pivot from crises to recovery. The ability to sustain positive momentum will be critical; broad economic development initiatives, such as LERTA expansion and Opportunity Zone funding initiatives could have a measured impact on the City's continued improvement.

The City of Scranton 25% Act 44 reduction provision, which artificially decreased the minimum municipal pension obligation for a six year period, concluded in 2016. The expiration of the provision increased the minimum obligation by \$4,411,510 in the 2017 budget. Revaluation of the Plan in 2018 resulted in a decrease of \$5,208,046, excluding the state aid contribution. The City also directed the reduction in the Plan discount rate to 7.50% from 8.00%; a further reduction to 7.25% is planned.

On July 2, 2014, the City of Scranton took the initial steps in restoring long term fiscal stability and the repair of the City's creditworthiness by the unveiling of the Amoroso Plan. With the continued implementation of the Plan components and the incorporation of those provisions in the Act 47 Exit Plan prepared by the Pennsylvania Economy League, the fiscal framework for the City of Scranton is now intact and will serve as a guide to follow through the conclusion of 2018 and the anticipated exit from Distressed Status no later 2021.

A sustainable City is achieved not only through the cost effective delivery of services, but through the value-added nature of the delivery of those services. Those services have many components, including ensuring safety at home, work, and leisure, protecting the vitality of our arts, cultural, and recreational amenities, preserving our parks, and caring for the health and well-being of our citizens. While there is a cost that we all must assume to achieve that sustainability, we expect to receive maximum value for those dollars expended. Managing those costs, achieving a measurable level of value for tax dollars, and using well founded budgetary principles will assure the future viability and vitality of the City of Scranton.

2019 General Fund Budget - Revenues

Real Estate Tax

Account Description

Real Estate Tax is a primary revenue driver in the City of Scranton annual operating budget and the most subject to adjustment. In the Commonwealth of Pennsylvania, real estate tax adjustments are affected to meet budgetary obligations by most municipalities, school districts and counties. Taxes are levied on the assessed value of all taxable real property. The values are compiled by Lackawanna County. The property tax rate is expressed either as a percentage or may also be indicated as a millage rate or mill levy.

The City of Scranton 2015 budget had initiated discussions about the segregated millage concept on land and improvements. Future discussions regarding the potential advantages of migrating to a single millage based on a total assessed valuation have also been considered. This concept was deferred for further evaluation and may resurrect when a Lackawanna County property reassessment is completed. The City's 2018 land rate is 232.521. The 2018 land improvement rate is 50.564. (A mill is also stated as one-thousandth of a dollar.) The City's total millage rate in 2018 is 283.085.

As noted previously, in departing from the usual assignment of taxes to operations, including debt service, the City created a debt service millage component from both levies. This concept was continued in the 2017 budget with an alteration to the assignment of this dedicated revenue. The use of a dedicated percentage of real estate tax revenue was memorialized in the legislative document authorizing the levy. The assignment will continue with an allocation of thirty-seven percent (37%), which is an adjustment from the thirty-two percent (32%) of real estate tax revenue to meet debt service requirements in 2018. Again, the value of assessed City property decreased by \$2,588,924 in 2018; the value decreased by \$1,068,794 from 2016 to 2017. Overall, debt service has decreased from \$14,758,139.50, or greater than 30%, in the 2014 operating budget. Projected debt service for 2019 subject to the allocation increases to \$11,828,036.84. This figure is compared to the 2018 budget amount of \$10,315,179.53.

Total millage, therefore, remains constant at 283.085 mills.

With the dedicated revenue component for debt service, the arbitrary use of this specific real estate levy component is eliminated. The process also adds greater transparency and effectiveness to the discussion of transacting future debt because of the specific revenue assignment. This revenue component would be adjusted annually only to meet those specific debt service requirements. The City will continue to work with the designated Single Point Paying Agent, Community Bank N.A., to efficiently pay debt service throughout the budget year. The respective millage rate for land and improvements applied to the City's operational needs is subject to adjustment annually.

Budget Highlights

- The real estate tax levy will remain level in 2019;
- The debt service revenue component increases to thirty-seven percent (37%).

Landfill/ Refuse Fees

Account Description

The City has established a residential fee to fund essential refuse and mandated recycling collection programs. The annual fee was increased from \$178 per unit per year in 2013 to \$300 in the 2014 budget. The billing period was modified in 2014 to allow for two payments annually and will be continued in 2019 barring any changes to the program. The fee will remain constant, again, barring any program changes.

- While the refuse fee will remain at \$300 per unit in 2019, the City continues to seek increased collections based on user identification. The rental registration identification program will be used comparatively for greater billing penetration;
- The City billing and collection methods were restructured to incorporate an electronic payment and collection methodology. Further restructuring is anticipated;
- The Department of Environmental Protection Refuse/Recycling evaluation was completed in 2018 and will provides a degree of optionality in considering the merits of a 'pay-as-you throw" or hybrid program concept. The City evaluated a millage-based concept which, based on initial results, was deemed impractical. Further program reviews are ongoing. The objective of the City evaluation is to identify a program method which favorably impacts program costs and increases recycling effectiveness.

Account Description

Local Taxes are a significant component of the City's revenue base. Included in the local tax levy is the City wage, mercantile and local services taxes. The City's wage tax is 2.4%; the total wage tax collected in the City of Scranton is 3.4%, as commonly stated, which includes the Scranton School District's 1% Wage Tax. The taxpayers submit payments to Berkheimer Associates, the designated collector of earned income taxes for Lackawanna County municipalities. With the exception of the current and delinquent wage taxes, the remaining Local Taxes are collected by the Single Tax Office. The Single Tax Office is the local tax collection agent for the City, School District and Lackawanna County and is singular to a Class 2-A city. Scranton is the only Class 2-A city in the Commonwealth. The City's Mercantile and Business Privilege Tax rate is a flat .1%. The Real Estate Transfer tax, which is collected by Lackawanna County, was reduced to 2.20% in 2018%.

- Real estate transfer tax collections have performed favorably since 2014. A
 constant collection level is projected in the 2019 budget following the .20%
 reduction in 2018. Wage Tax collections are projected to increase due to a
 favorable local economy;
- The improvement in Mercantile and Business Privilege Tax collection percentages are proceeding because of the use of analytics by the Single Tax Office. This cooperative effort between the City and Tax office is identifying nonpayment and resulting in improved collection percentages and a more complete data base. The City will seek to convert from the Business Privilege and Mercantile Tax levies to a broader based payroll tax for 2020, as recommended in the Recovery Coordinator's Exit Plan. Act 47 communities are eligible for the conversion. The tax is presently levied by the City of Pittsburgh.
- With the Governor's signature of House Bill 1773 in 2014, the City has continued the tripling of the local services tax in the 2017 budget. The full amount calculated is based on total payrolls identified through wage tax collections. The City is subject to court approval annually to levy the tax.

Penalties & Interest - Delinquent Tax

Account Description

Penalties and Interest revenue is the result an individual and/or business' taxes which became delinquent. The City assesses a penalty on the delinquent balance.

Budget Highlights

The amounts remain consistent with prior year collections.

Licenses and Permits

Account Description

Revenue is derived from the sale and issuance of licenses and permits. The Office of Licenses and Permits issues and administers all permit activity for the City of Scranton. In addition to issuing licenses and permits, this office conducts annual inspections on personal care homes, rooming houses and rental units, child day care centers (excluding in-home day care centers), hotels and food / drinking establishments within the City. This office also administers and issues other licenses for amusements, dogs, dumpsters, eating and drinking establishments, peddlers, entertainment, gas pumps, hauling, parking facilities, scales, scrap yards, transient activity and tree trimming.

The City will continue to receive fees through the third-party planning review process in 2019. A departmental initiative for 2019 is a continuation of an evaluation to improve departmental efficiency.

- Revenue fluctuations in prior budgets may be attributed to various factors impacting the
 collection of permit fees and licenses, including activity influenced by the state of the
 local economy;
- The City is seeking to improve departmental efficiency through the use of technology, including improving payment methods;
- The City will also seek to undertake a review of enacting ordinances to better identify the effectiveness of permitting activity;
- the City budget reflects an optimism that contemplated tax abatement legislation will have a positive effect on development;

Foreclosure registry fees fund the Scranton Home Assistance Program created by the
partnership between the City and Neighborworks Northeastern Pennsylvania. The
partnership was formalized by legislation adopted on June 23, 2016. A home
improvement grant program with a maximum allocation of \$5,000 is managed by
Neighborworks from the receipt foreclosure registry payments.

Fines, Forfeits, & Violations

Account Description

Fines, Forfeits, and Violations are collected from persons or businesses that violate state statutes or City ordinances. Historically, parking meter revenue was a budget component and was derived from a management agreement the City maintained for the operation of the on-street parking program. The program also included mobile parking services. Landmark concession lease legislation adopted by Council on June 30, 2016 consolidated parking operations with the non-profit Community Development Properties, thereby eliminating revenues associated with the on-street program. Civilian Parking Tickets, which resulted from the 2015 agreement between the City of Scranton and the Fraternal Order of Police, and Quality of Life Tickets, will remain an integral component of this revenue category.

Budget Highlights

Police Fines and The Civilian Parking Tickets are the principal revenue sources;

Interest Earnings

Account Description

Interest Income is derived from investing available cash in interest bearing accounts and does not include fee offsets through earnings allowances.

Budget Highlights

 The City of Scranton has two primary cash accounts which are subject to some balance seasonality: The General Fund and the Debt Service Account component of the Fund.
 The debt service account is presently maintained with the Single Point Paying Agent to meet debt payment needs; the general fund is maintained for operations.

- The remaining proceeds associated with the sewer asset sale are invested subject to Act 10 of 2016 provisions.
- The City will seek to generate income from operating budget cash balances in 2019 in conjunction with improvements in earnings rates. To improve earnings, the City will seek proposals for the general fund banking relationship.

Intergovernmental Reimbursement

Account Description

Intergovernmental Reimbursement represents federal and state revenue received by City. Federal funds are typically derived from sources including the Community Development Block Grant which funds many City programs, including demolition of blighted structures and police enforcement. The State sourced funding contributes to the City's minimum municipal pension obligation. The amount of the state aid budget increases in 2019.

Budget Highlights

• The amount budgeted for the school resource officer line item was reinstated in 2017 for accounting purposes associated with the shared program with the school district.

Payment in Lieu of Taxes

Account Description

A payment in lieu of taxes ("PILOT") is made to compensate the City of Scranton for some or all of the tax revenue that it loses because of the nature of the ownership or use of a particular piece of real property.

Budget Highlights

 The 2019 budget year will be a continuation of the targeted contribution approach of the University of Scranton. In addition to the Scranton Tomorrow allocation, a component is considered for the Block Grant Challenge Program contemplated for 2019 in partnership with Neighborworks Northeastern Pennsylvania. The program will be formally introduced in 2019.

Departmental Earnings

Account Description

These accounts represent various departmental revenues earned through program operations. Revenue is generated by utility companies through roadway impact repairs, public safety report fees and public safety false alarm charges. False alarm charges were modified in 2014. The City eliminated the budget for meter revenue in 2017. A resolution of the enacting ordinance issue for utility company interaction will eliminate the current escrow provision

Highlights

 Impact repairs will be redefined through proposed changes in the Street and Sidewalks ordinance.

User Fees

Overview

User Fees are collected by the Parks & Recreation Department for use of City property.

Budget Highlights

The budget amount is consistent with current year projections.

Misc. Revenue/ Cable TV

Overview

This account represents funds received from various sources. The Cable TV franchise fee represents the primary portion of recurring revenue. The CATV budget reflects the execution of the revised contract.

Budget Highlights

• The City expects to receive an amount consistent with the 2018 budget resulting from the CATV agreement;

Inter-fund Transfers

Account Description

This account represents reimbursements from third parties or transfers between City funds. Transfers from other funds include reimbursement from insurance companies relating to worker's compensation claims, excess recovery payments, grant funding reimbursement and other single revenue sources. The transfer of the annual liquid fuels payment is also listed. Under provisions of the law, these funds may be deployed only for eligible expenditures. The liquid fuels funding is based on the total miles of locally owned roads and streets plus the most recent U.S. Federal census figures on record. Funds are used primarily for the construction, reconstruction, and maintenance of City roads and streets. The budget also includes a transfer of funds to meet the debt service requirements of the proposed Pension Obligation Note.

- The City's Office of Business Administration has opted to a return to liquid fuels funds transfers to the general fund. The City used the fund as a standalone account in 2015.
 This change was recommended by the City's auditors;
- The liquid fuels transfer represents approximately 100% of the anticipated state
 allocation in 2018. Approximately \$640,000 of liquid fuels funds will be deployed to
 repay the Pennsylvania Infrastructure Bank paving loan and the Street Lighting lease,
 \$785,000 for eligible general fund expenditures, and \$875,000 for a 2019 roadway
 resurfacing project.

Tax Anticipation Notes

Account Description

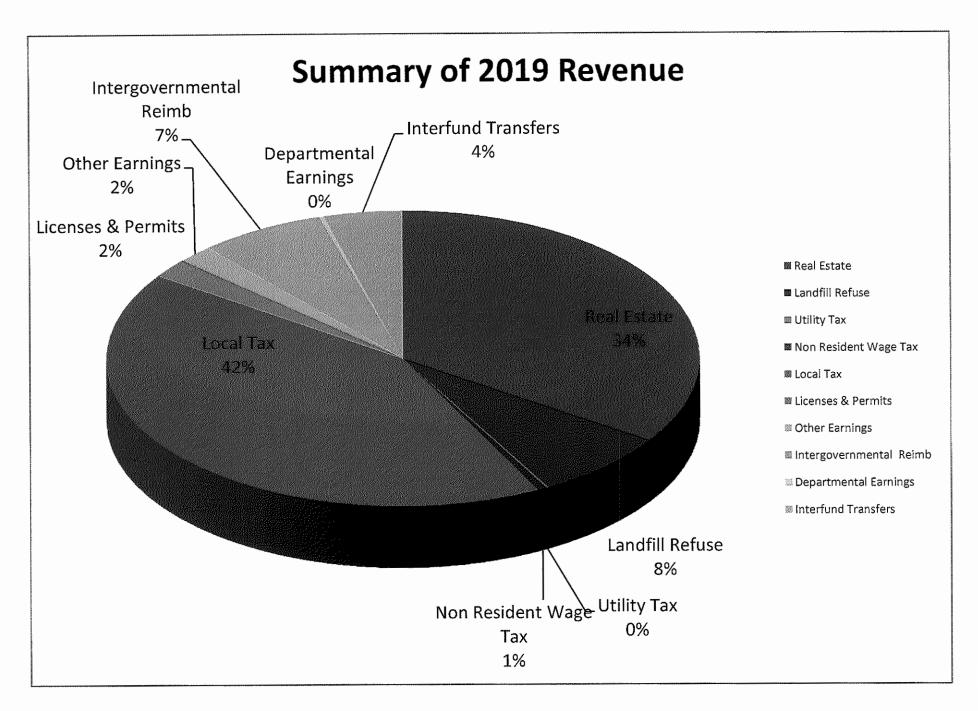
Tax Anticipation Notes are short term obligations issued by the City to sustain cash flow in anticipation of future tax revenues. The amount of issue has been consistent in recent years. The City issued a \$12.75 million Tax Anticipation Note in 2018

Budget Highlights

 The necessity of the Tax Anticipation Note is to fund operations until tax revenues are realized and to fund the Workers Compensation account by January 31. The City maintains a self funded Workers Compensation program. Improvements in the City's fund balance may lessen the amount of future annual borrowings, thereby reducing interest costs.

	2018	2018	2019
Revenue Category	Budget	Sept YTD	Budget
Real Estate Taxes	\$33,827,806	\$31,498,758	\$33,520,051
Refuse Revenues	\$7,662,500	\$6,246,125	\$7,267,500
Real Estate Transfer Tax	\$3,376,000	\$2,224,686	\$3,376,000
Earned Income Tax	\$28,107,219	\$18,572,814	\$29,212,533
Mercantile/Business Privlege Tax	\$3,185,250	\$2,403,066	\$3,585,250
Parking Tax	\$0	\$0	\$0
Commuter Tax	\$0	\$0	\$0
LST	\$4,810,000	\$2,496,147	\$4,653,335
Amusement Tax	\$385,000	\$0	\$385,000
Utility Tax	\$75,000	\$75,073	\$75,000
Penalties & Interest	\$168,092	\$218,852	\$249,600
Licenses & Permits	\$1,906,004	\$2,003,034	\$1,992,004
Fines, Forfeits & Violations	\$360,850	\$308,547	\$347,850
Interest Earnings	\$30,000	\$235,000	\$150,000
Rents & Concessions	\$5,000	\$4,500	\$5,000
Intergovernmental Reimbursements	\$3,957,646	\$4,493,753	\$6,659,966
In Lieu of Taxes	\$250,000	\$63,956	\$250,000
Departmental Earnings	\$469,625	\$102,262	\$267,125
User Fees	\$49,500	\$31,779	\$45,500
MBROs	\$50,000	\$0	\$1,000
Miscellaneous Revenues	\$1,064,800	\$814,273	\$1,117,200
Bond Proceeds Other	\$0	\$0	\$0
Interfund Transfers	\$5,183,505	\$0	\$4,147,793
Total Revenues	\$94,923,798	\$71,792,627	\$97,307,707
Tax Anticipation Notes	\$12,750,000	\$12,750,000	\$12,750,000
State Loan Receipts	\$0	\$0	\$0
State Grant Receipts	\$0	\$0	\$0
Bond Issue Proceeds	\$1,000	\$0	\$1,000
Total Revenues	\$107,674,798	\$84,542,627	\$110,058,707

	CITY OF SCRANTON		
	2019 OPERATING BUDG REVENUE SUMMARY		
	2018	2018 Actual	2019
	Operating Budget	Through (9.30.2018)	Operating Budget
CURRENT REAL ESTATE TAX	\$ 32,252,806.10	\$ 30,136,364.40	\$ 32,045,050.63
DELINQUENT REAL ESTATE TAX	1,575,000.00	1,362,393.81	1,475,000.00
LANDFILL/REFUSE FEES	7,662,500.00	6,246,125.36	7,267,500.00
UTILITY TAX	75,000.00	75,073.05	75,000.00
NON RESIDENT WAGE TAX	520,000.00	-	520,000.00
LOCAL TAXES (ACT 511)	39,343,469.39	25,696,714.00	40,692,118.03
PENALTIES & INT/DEL. TAX	168,092.00	218,851.53	249,600.00
LICENSES & PERMITS	1,906,004.00	2,003,034.22	1,992,004.00
FINES, FORFEITS & VIOLATIONS	360,850.00	308,546.94	347,850.00
INTEREST EARNINGS	30,000.00	235,000.00	150,000.00
RENTS AND CONCESSIONS	5,000.00	4,500.00	5,000.00
INTERGOVERNMENTAL REIMBURSEMENTS	3,957,646.00	4,493,752.53	6,659,966.00
IN LIEU OF TAXES	250,000.00	63,956.36	250,000.00
DEPARTMENTAL EARNINGS	469,625.00	102,262.00	267,125.00
RECREATIONAL DEPARTMENTS	49,500.00	31,779.25	45,500.00
MISC REVENUES/CABLE TV	1,115,800.00	814,273.47	1,119,200.00
INTERFUND TRANSFERS	5,183,505.30	-	4,147,793.00
TAX ANTICIPATION NOTES	12,750,000.00		12,750,000.00
TOTAL REVENUE	\$ 107,674,797.79	\$ 71,792,626.92	\$ 110,058,706.66



		CITY OF SCRANTON						
		2019 OPERATING BUDGET						
		BUDGETED REVENUES						
		GENERAL FUND						
					1			
***				2018		2018 Actual		2019
Account Number		Account Description	Op	erating Budget	(Th	rough 10.01.2018)	Op	erating Budget
	REAL ESTATE TAXES (calculated at	89%) Assessed Valuation: Land @ \$90,045,610 Improvements @ \$298,002,128 (10-2018)						
01.301.30100	Real Estate Taxes	CURRENT REAL ESTATE TAX -IMPROVEMENTS MILLAGE RATE - 50.564 MILLS		13,501,829.37				13,410,679.8
01.301.30105	Real Estate Taxes	at 89%				\$30,136,364		
01.301.30110	Real Estate Taxes							
01,301,30706	Real Estate Taxes	CURRENT REAL ESTATE TAX - LAND MILLAGE RATE - 232.521 MILLS		18,750,976.73	1			18,634,370.79
01.301.30120	Real Estate Taxes	DELINQUENT REAL ESTATE TAX		1,575,000.00	\$	1,362,393.81	Ī	1,475,000,00
	:	TOTAL REAL ESTATE TAXES	\$	33,827,806.10	\$	31,498,758.21	\$	33,520,050.63
		LANDFILL / REFUSE FEES						
01.302.30200	Refuse Revenues	LANDFILL TIPPING FEE - @\$300 RATE IN 2018		5,912,500.00		4,952,193.00		5,612,500.00
01,302,30210	Refuse Revenues	DELING REFUSE DISP FEE		1,750,000.00	1	1,293,932.36		1,655,000.00
		TOTAL LANDFILL/REFUSE FEES	\$	7,662,500.00	\$	6,246,125.36	\$	7,267,500.00
01.304.30400	Utility Tax	UTILITY TAX		75,000.00		75,073.05		75,000.00
						, , , , ,		,
01.305.30500	Earned Income Tax	NON RESIDENT WAGE TAX		520,000.00				520,000.00
							1	
		LOCAL TAXES			1			
01.310.31110	Real Estate Transfer Tax	REAL ESTATE TRANSFER TAX (2.20)		3,375,000.00		2,224,686.42		3,375,000.00
01.310.31115	Real Estate Transfer Tax	DELINQUENT REAL ESTATE TRANSFER TAX		1,000.00				1,000.00
01,310.31120	Earned Income Tax	CURRENT WAGE TAX (2.4)	· ·	27,387,219.39	1	18,489,052,59		28,587,533,03
01.310.31125	Earned Income Tax	DELINQUENT WAGE TAX		200,000.00		83,761.55		105,000.00
01.310.31160	Mercantile/Business Privlege Tax	MERCANTILE TAX 1.0 MILLS		1,605,000.00		1,152,225,52	1	1,605,000,00
01.310.31190	Mercantile/Business Privlege Tax	MERCANTILE-DELINQUENT		100,000.00	1	35,682,22		100,000.00
01,310,31205	LST	LOCAL SERVICES TAX		4.810,000,00	:	2,496,147,19		4,653,335,00
01.310.31260	Mercantile/Business Privlege Tax	DELINQUENT BUS, PRIV, TAX		200,000.00		193,706.53		400,000,00
01.310.31290	Mercantile/Business Privlege Tax	BUS, PRIV, TAX 1.0 MILLS		1,280,250,00	1	1,021,451.98		1,480,250,00
01.310.31291	Parking Tax	PARKING TAX						.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
01.310.31292	Commuter Tax	COMMUTER TAX-PENDING COURT APPROVAL		-	1			
01.310.31295	Amusement Tax	AMUSEMENT TAX		385,000.00		-		385,000.00
•		TOTAL LOCAL TAXES (ACT 511)	\$	39,343,469.39	\$	25,696,714.00	\$	40,692,118.03
				<i>,</i> ,			-	
		PENALTIES & INT / DELINQUENT TAXES						
01.319.31900	Penalties & Interest	PEN/INT/DLQ REAL ESTATE		43,492.00		127,922,63	1	125,000.00
01.319.31910	Penalties & Interest	PEN/DLQ BUS. PRIV. TAX		75,000,00	1	49,258,90		75,000.00
01.319.31930	Penalties & Interest	ADVERTISING/RL.EST.REGIS		100,00		,		100.00
01,319,31940	Penalties & Interest	TAX, REFUSE, DEMOILITION LIEN AND CONDEMNATION SEARCH FEES	-	49,500.00		41,670.00	1	49,500.00
01.319.31950	Penalties & Interest	FILING FEES- DELINQUENT ACCOUNT		-	1	-		*
		TOTAL PENALTIES & INT/DEL. TAXES	\$	168,092.00	\$	218,851.53	s	249,600,00
				,			+-	

CITY OF SCRANTON 2019 OPERATING BUDGET **BUDGETED REVENUES** GENERAL FUND 2018 2018 Actual 2019 Account Number Account Description Operating Budget (Through 10.01.2018) Operating Budget LICENSES AND PERMITS 01.320.32010 ELECTRICAL PERMITS icenses & Permits 116,470.00 107,518.00 116,470,00 01.320.32030 icenses & Permits PLUMBER LICENSES 20.610.00 22.270.00 20,610.00 01.320.32040 licenses & Permits ELECTRICIAN LICENSES 34,400,00 36.825.00 34,400,00 01,320,32050 Licenses & Permits MECHANICAL PERMITS 112,150.00 171,715.00 162,150.00 01.320.32060 Licenses & Permits MECHANICAL LICENSES 32,500.00 31,125.00 32,500.00 01.320.32070 Licenses & Permits CONTRACTOR LICENSES 85,000.00 109,775.00 85,000.00 01.320,32080 Licenses & Permits SCALE LICENSES 3,500.00 4,230.00 3,500.00 01.320.32110 Licenses & Permits BEVERAGE LICENSES 1.320.32120 Licenses & Permits BUILDING PERMITS 586,324,00 557,423.13 636,324.00 1.320,32130 Licenses & Permits JUNKYARD LICENSES 8,000.00 8,500,00 8,000.00 1.320.32140 Licenses & Permits PARKING FACILITIES 1,250.00 1,300.00 1,250.00 1.320.32150 Licenses & Permits SIGN HANGERS LICENSES 6,500,00 6,175.00 6,500,00 1,320,32160 Licenses & Permits DOG & KENNEL LICENSES 13,000.00 32,343.10 13,000.00 1.320.32170 Licenses & Permits LODGING LICENSES 25,000.00 25,000.00 22,915.00 01.320.32180 Licenses & Permits EATING & DRINKING LICENSES 92,500.00 80,955.00 92,500.00 01.320.32190 GASOLINE PUMP LICENSES 5,000.00 Licenses & Permits 4,450.00 5,000.00 01.320.32200 Licenses & Permits MUSIC MACHINE PERMITS 100,00 100,00 01.320.32210 Licenses & Permits PINBALL MACHINE PERMITS 01.320.32240 PLUMBER PERMITS Licenses & Permits 35,000.00 45,975.00 35,000.00 01,320,32250 Licenses & Permits SIGN PERMITS 40.000.00 42.350.00 40,000.00 01.320.32290 Licenses & Permits TEMP. PEDDLER PERMIT 12.500.00 14.000.00 12,500.00 01.320.32295 Licenses & Permits TRANSIENT MERCHANT LICENSES 01.320.32300 Licenses & Permits POOLS & BILLIARDS LICENSES 500.00 500.00 01.320.32320 Licenses & Permits DAILY ENTERTAINMENT LICENSE 21,000.00 20,720.00 21,000.00 01.320,32330 Licenses & Permits ELECTRONIC MACHINE PERMIT 01,320,32332 Licenses & Permits VIDEO AMUSEMENTS 100.00 100.00 01.320.32335 Licenses & Permits AMUSEMENT RIDES 4,500.00 19,000.00 4,500.00 01.320.32336 DUMPSTER PERMITS Licenses & Permits 7,120,00 4,500.00 4,500.00 01.320,32337 Licenses & Permits ARCADE LICENSES 2,500.00 3,500.00 01.320.32340 Licenses & Permits NON-CLASS LIC. & PERMITS 01.320.32345 Licenses & Permits SECOND-HAND DEALER REVENUE 5,000.00 4,500,00 4,500.00 01,320.32360 Licenses & Permits SIGN PERMITS/CONSTRUCTION 5,000,00 2,769.50 2,500.00 01.320.32380 Licenses & Permits RENTAL INSPECTIONS 100.00 200,00 100.00 01,320,32390 Licenses & Permits CHILD DAY CARE 5.000.00 11,200.00 5,000.00 01.320.32400 Licenses & Permits PERSONAL BOARDING CARE 3,500.00 11,310,00 3,500.00 01.320.32420 Licenses & Permits SANITATION HAULER FEE 01.320.32430 Licenses & Permits HOUSING RENTAL LICENSES 310,000.00 220,370.00 250,000.00 01,320,32450 Licenses & Permits **BUILDING CODE STATE FEE** 1,000.00 10,134,00 1,000.00 01.320.32460 Licenses & Permits THIRD PARTY PLAN REVIEWS 275,000,00 363,266,49 325,000,00 01.320.32460 Licenses & Permits FORECLOSURE REGISTRY 37,500.00 32,600.00 37,500,00 **TOTAL LICENSES & PERMITS** 1,906,004.00 2,003,034.22 \$ \$ 1,992,004.00

		CITY OF SCRANTON 2019 OPERATING BUDGET					
		BUDGETED REVENUES					
		GENERAL FUND					
		GENERAL FUND		. [
				2018	2018 Actual	-	2019
Account Number		Account Description	Op	erating Budget	(Through 10,01,2018)	Opera	ating Budget
		FINES, FOREFITS & VIOLATIONS					
01.330,33000	Fines, Forfeits & Violations	FINES & FORFEITS/MISCELLANEOUS		100.00	-		100.00
01.331.33100	Fines, Forfeits & Violations	POLICE FINES		185,000.00	141,674.65		165,000.00
01.331.33119	Fines, Forfeits & Violations	PARKING TICKETS-POLICE ISSUED		15,000.00	10,410.00		12,000.00
01,331.33120	Fines, Forfeits & Violations	CIVILIAN PARKING TICKETS		100,000.00	75,077.00		100,000,00
01.331.33121	Fines, Forfeits & Violations	QUALITY OF LIFE TICKETS-		35,000.00	59,870,00		35,000.00
01.331.33130	Fines, Forfeits & Violations	FINES & PENALTIES - STATE		25,000.00	21,515.29		35,000,00
01.331.33145	Fines, Forfeits & Violations	PARKING METER PERMITS		-	-	***	
01.331.33155	Fines, Forfeits & Violations	TAXI DRIVER PERMITS		750.00	-		750.00
01.331.33165	Fines, Forfeits & Violations	POLICE TOWING/STORAGE FEES		-		1	-
		TOTAL FINES, FORFEITS & VIOLATIONS	\$	360.850.00	\$ 308,546,94	\$	347,850,00
				, , , , , , , , , , , , , , , , , , , ,	***************************************	-	
		INTEREST EARNINGS	***	***************************************			
01.341.38525	Interest Earnings	INTEREST-CASH-CHECKING		30,000,00	235,000,00		150,000,00
		TOTAL INTEREST EARNINGS	S	30.000.00	\$ 235,000,00	S	150,000.00
					200,000,00		100,000.00
01.342.34200	Rents & Concessions	RENTS AND CONCESSIONS	Š	5,000.00	\$ 4,500,00	s	5,000.00
			-		1,,000,000	+*	
		INTERGOVERNMENTAL REIMBURSEMENT				+	
01.350.35002	Intergovernmental Reimbursements	OECD REIMB - DEMOLITION PROGRAM		_	_		
01.350.35020	Intergovernmental Reimbursements	SUPL STATE AID PENSION		3,450,000.00	3,677,244.99	-	3,600,000.00
01.350.35060	Intergovernmental Reimbursements	DCA ACT 47 LOAN		21,780,00	0,011,211,00		100.00
01.350.35100	Intergovernmental Reimbursements	FEMA EMERG PMTS		21,100.00		+	2,773,900.00
01.350.35115	Intergovernmental Reimbursements	ACT 13 UNCONVENTIONAL GAS WELL FUND USAGE				_	2,770,000.00
01.350.35130	Intergovernmental Reimbursements	FEMA PAYMENTS- FIRE SAFER GRANT		200.000.00	672,626,63	1	
01.350.35140	Intergovernmental Reimbursements	REIMBURSEMENT SCHOOL RESOURCE OFFICERS		285,866,00	143,880,91		285,866,00
	Intergovernmental Reimbursements	PRIOR YEAR REIMBURSEMENT SCHOOL RESOURCE OFFICERS		200,000,00	1.10,000.01	i 	100.00
		TOTAL INTERGOVERNMENTAL REIMBURSEMENTS	\$	3,957,646.00	\$ 4,493,752.53	\$	6,659,966.00
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01.359.35900-35940	In Lieu of Taxes	IN LIEU OF TAXES	\$	250,000.00	\$ 63,956.36	\$	250,000.00

		CITY OF SCRANTON						
		2019 OPERATING BUDGET		72.72.22.22.22.22.22.22.22.22.22.22.22.2		• •		
		BUDGETED REVENUES						***************************************
		GENERAL FUND						
							1	
		· · · · · · · · · · · · · · · · · · ·	•	2018		2018 Actual		2019
Account Number		Account Description Operating Budget		(Thr	ough 10.01.2018}	Op	erating Budget	
				i		· · ·		
		DEPARTMENTAL EARNINGS						
01.360.36010	Departmental Earnings	PARKING METERS		-				-
01,360.36020	Departmental Earnings	BOARD OF ZONING/PLANNING COMMISSION		27,125.00	:	19,325.00		27,125.00
01.360.36030	Departmental Earnings	PAVE CUTS - PAWC		175,000.00		55,226,00		110,000.00
01,360.36035	Departmental Earnings	PAVE CUTS - UGI ENERGY		195,000.00				90,000,00
01.360.36040	Departmental Earnings	PAVE CUTS - OTHER		22,500.00		4,611.00		15,000.00
01.360.36050	Departmental Earnings	REPORT COPIES-FIRE/POL		-				
01.360.36060	Departmental Earnings	FIRE/POL BURGLAR ALARMS		50,000.00		23,100.00		25,000.00
		TOTAL DEPARTMENTAL EARNINGS	\$	469,625.00	\$	102,262.00	\$	267,125.00
01.367.36740	User Fees	USER FEES		49,500.00	-	31,779.25		45,500.00
		WAA DEVELOUE AND E TA						
	M. C.	MISC REVENUES/CABLE TV						
01.380.38000	Miscellaneous Revenues	OTHER-NOT CLASSIFIED		175,000.00	-	231,321.58	-	200,000.00
01,380,38004 01,380,38010	Miscellaneous Revenues Miscellaneous Revenues	PA LCB LICENSE FEES CATV REVENUE		37,600,00		70,550.00		65,000.00
01.380.38010				850,000.00	-	512,401,89		850,000.00
01.380.38020	Miscellaneous Revenues	DONATED REVENUE		100.00	-			100.00
01,380,38060	Miscellaneous Revenues MBROS	OTHER FINANCING SOURCE MARKET-BASED REVENUE OPPORTUNITIES		100,00	-			100.00
01,380,38070	Miscellaneous Revenues	REPAYMENT FROM ICE BOX DEVELOPMENT		50,000.00	-			1,000.00
01.380.38860	Bond Issue Proceeds	PROCEEDS 2019 BOND ISSUANCE		1,000.00	 		-	1,000.00
01.380.38865	Bond Issue Proceeds	PROCEEDS 2015 BOND ISSUANCE		-	:			1,000.00
01.380.38870	Miscellaneous Revenues	SALE OF ASSETS		1,000,00	+	-		4 000 00
01.380.38875	Bond Issue Proceeds	PROCEEDS 2017 BOND ISSUANCE		1,000.00	-			1,000,00
01,380.38880	Bond Issue Proceeds	PROCEEDS OF 2018 BOND ISSUANCE		1,000.00			+	-
01,000.0000	Bolin lagge Floceeds	TOTAL MISC REVENUES/CABLE TV	\$	1,115,800.00	s	814,273,47	\$	1,119,200.00
-								
		INTERFUND TRANSFERS						
01.392.39331	Interfund Transfers	TRANSFERS IN FROM OTHER FUNDS		2,880,000.00		-	1	1,808,252.00
01,392,39332	Interfund Transfers	TRANSFERS IN FROM LIQUID FUELS		2,303,505.30	 	-		2,339,541.00
		TOTAL INTERFUND TRANSFERS	\$	5,183,505.30	\$	-	\$	4,147,793.00
		TAX ANTICIPATION NOTES			+		1	
01.394.39320	Tax Anticipation Notes	TAN SERIES A		12,750,000.00				12,750,000.00
01.394.39330	Tax Anticipation Notes	TAN SERIES B		-	+	_		-
		TOTAL TAX ANTICIPATION NOTES	\$	12,750,000.00	\$		\$	12,750,000.00
		MAN A PRIME IN THE STATE OF THE			<u> </u>		ļ	
		TOTAL REVENUE	\$	107,674,797.79	\$	71,792,626.92	\$	110,058,706.66
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Summary Highlights

The 2019 budget continues the process of fiscal restoration in conjunction with the Revised Recovery Plan and Exit Strategy. The value-added component is apparent through continued capital allocations. In addition to fulfilling the contractual responsibilities the City maintains with the respective unions, through salary, staffing, and manning requirements, the City is seeking to effectively deliver all services, and not just those assumed by our union employees, in an effective manner whereby residents and businesses will receive value for their tax dollars.

The City of Scranton employee base must be viewed as an asset when evaluating the delivery of services. Limited and targeted additions to staff are included in the budget only when a determination is made that those positions either add measurable value and efficiency to the departmental operation, or are offset by either program savings or revenue production.

To more effectively maintain and deliver services, limited additions to staff will occur in the Solicitor's Office and the Department of Parks and Recreation. The Solicitor's Office will seek to employ a full-time project coordinator. The Parks Department will employ a director's assistant. Both will be non-union positions. Casual employees will also be designated for additional parks and recreation responsibilities. The traffic/sign maintenance position in the Department of Public Works will transition from part time to full time and will be a union position.

The City continues to improve the delivery of services through an aggressive capital improvement and acquisition program. Major parks initiatives are either planned or underway. Measurable roadway improvements will continue in the 2019 budget. Capital acquisitions will continue but will be limited and will affect service-oriented departments.

Technological improvements will influence the City's future success by assuring a more effective delivery of services, with limited staffing availability, at reasonable costs. The redefinition of the delivery of City services will continue through the use of technological innovations.

That the City has benefited immensely from the execution of the sewer and parking transactions has been the subject of much discussion. The 2019 operating budget solidifies the foundation of the ongoing and endless effort to achieve an optimal level of service delivery at a consistent cost.

Mayor's Office

Department Description

The Mayor might be considered the Board Chairman and Chief Executive Officer of the City. The Mayor's Office is administered by an Executive Secretary and an Administrative Secretary, which was a full-time addition to the budget in 2018.

The Mayor's Office coordinates the activities and initiatives of City government to ensure that services are provided in an efficient and effective manner and citizens have a voice in the responsible delivery of those services.

2019 Budget Highlights

 The dues to the membership subscription in the Pennsylvania League of Cities will continue in 2019.

City Clerk/ City Council

Department Description

The Scranton City Council constitutes the legislative branch of the City government. As such, it enacts all ordinances, resolutions, levies taxes, appropriates monies for government operations, and holds weekly public meetings.

The City Council is comprised of five elected members. Activities include attendance at committee meetings and individual involvement with City Departments, the Mayor, City residents, and civic organizations.

2019 Budget Highlights

- Funding is continued under Services and Maintenance budget for the Granicus system, which
 has proven very advantageous to disseminate information.
- Professional services include costs associated with audit completion, stenographic services, and legislative document storage costs.

City Controller

Department Description

The City Controller maintains an encumbrance system of budget operations. The Controller's Office works closely with the Office of Business Administration and department heads to compile such information regarding city properties and obligations, and monitors and reviews city income and expenditures as are deemed necessary to carry out these duties. The Controller furnishes the Mayor and Council with monthly reporting on these matters. The reports are typically submitted within two (2) weeks after the close of the month. The Controller also submits such other reports as necessary and proactively assists all City departments with information to fulfill bidding and purchase requirements properly.

The City Controller reviews all vouchers for the expenditure of city monies for verification that such expenditures are within the respective budget allotment. The City Controller authorizes and signs vouchers before presentation to the City Treasurer for payment. In so doing, all pre-audit claims and demands against the city prior to the payment function are supported. Approval for payment vouchers are made only if the Office is satisfied that payments are processed in accordance with law.

2019 Budget Highlights

• An outlay of \$40,000 was budgeted in the Professional Services category to completed audits for the Single Tax Office.

Business Administration

Department Description

The Department of Business Administration is directly responsible for planning, direction and monitoring of departmental activities, both within the Department of Business Administration and throughout the City. The operating divisions of the Department delivering general governmental services include: Administration, Human Resources, Information Technology, and Treasury. The overall function of the Office of Business Administration supports initiatives involving policy formulation, human resource management, accounting support, purchasing, technology support, and fiscal management and major City initiatives. The Department evaluates administrative and

operational functions and reviews business processes, thereby ensuring optimal use of available resources.

The Bureau of Administration develops the City's annual budget; implements the Mayor's financial and management policy agenda for departments; and monitors budget performance throughout the year. It also assesses the City's economic environment, forecasts revenues, monitors revenue collections, and evaluates new revenue and expenditure proposals, providing the basis for operational and strategic planning. This bureau is also responsible for the procurement of goods and services for the various City Departments and has proactively initiated major projects within the City.

The Bureau of Human Resources provides personnel, payroll, and support functions including benefit administration, recruiting, and hiring services. This office provides support and resolution pertaining to employee issues, staff development, safety initiatives, contract negotiations, and disciplinary matters to ensure compliance with City rules, policies, and procedures. The Department has direct responsibilities with oversight of the City's insurances and workers compensation programs.

The Bureau of Information Technology is the central information technology and telecommunications source for all departments within the City of Scranton. With the many technological changes impacting the City operation, the Information Technology department has become the central hub controlling all City operations. The department's value is immeasurable. This department provides project management, business analysis, data network, telephone, application development, software and hardware support and electronically delivered communication services for internal users, as well as the evaluation of new initiatives in this rapidly changing technological environment.

The Bureau of Treasury collects, reconciles, records, and deposits City revenues; disburses money as required by City rules; manages the City's cash and investments; and acts as the fiscal custodian of all funds received by the City of Scranton. The Department also has direct oversight responsibilities for the billing and collection of refuse payments.

2019 Budget Highlights

Bureau of Administration

- The Bureau of Administration budget will continue with the current staffing complement.
- The Professional Services budget will increase because of its collective nature for many related costs associated both current and proposed capital projects. Generally, these costs support

- related engineering and design services or professional contracts not specifically embedded into the various departmental budgets.
- Increases in health insurance for clerical and nonunion employees are forecast at manageable levels. While the City is self-insured, individual claims may impact the annual costs associated with program delivery. The City continues to implement wellness programs in conjunction with the creation of the Workers Compensation Safety Committee.
- The non-uniform pension contribution will decrease by 36% due to adjustments in the City's actuarial requirements from the acceleration of the Minimum Municipal Obligation. The next plan valuation will be dated January 1, 2019.
- Operating transfers to the Workers Compensation Trust Fund will decrease by 11.8%. This
 funding requirement occurs annually and is actuarially determined. The City maintains a self
 funded Workers Compensation program. Favorable recent activity impacted by more effective
 program management is expected to continue to reduce this cost in coming years.
- Bank fees and charges are more reflective of actual bank account activity and do not incorporate transaction related fees. The City will seek Requests for Proposals for banking services in 2019 to further reduce these costs.

Bureau of Human Resources

The Bureau of Human Resources salary budget was increased in 2016 to include an addition to staff to manage the City's Workers Compensation program. While the City's historic program management had not been viewed favorably by the Commonwealth of Pennsylvania, great strides have been made in cost savings through case settlements undertaken by this position. The Workers Compensation program is self-funded and the prior three-year certification filings have occurred on a timely basis following tardy prior submissions. This addition to staff has had a critical role in addressing those concerns expressed by the Department of Labor and Industry regarding the effectiveness of the management of the City program. Improvements will continue with safety management and claims administration. The City will engage the Department of Labor and Industry in 2019 to review the criteria associated with the reserve funding requirements for the program.

- The Professional Services budget includes costs associated with the random drug testing program, safety and wellness programs, legal and arbitration fees associated with Compensation and Heart and Lung cases;
- The stationary/office supplies budget includes costs of equipment acquisitions associated with the departmental safety and environment review as authorized by the City of Scranton Safety Committee;
- Insurance costs are forecast to remain stable due to favorable claims data.

Bureau of Information Technology

The Bureau of Information Technology continues to drive the progression of the City through the upgrade of hardware and software in each department. The Department also coordinates efforts to evaluate the delivery of services to the City, such as telephone services. The City completed the upgrade of the financial accounting system software in the second quarter of 2015. The system was last upgraded in 2004. The City of Scranton now has a much greater reliance on technology for the operation of all departments, especially the police department. Technological initiatives are planned in 2019 in the Department of Licenses and Permits and Department of Public Works. Technological support has been greatly enhanced through the 2015 addition of the Information Technology Manager.

- The Department continues to dedicate efforts to the implementation of the Police Records Management System. The Department is actively supporting this installation of the wireless Law Enforcement Records Management System in conjunction with the upgrade of the County of Lackawanna 911 system. The City was the first municipality in Lackawanna County to install the system;
- The Professional Services and Services and Maintenance fee budgets include costs associated
 with annual maintenance contracts, CCTV system, and video wall support. The budget increase
 will support the use of contractors for infrastructure upgrades and costs associated with process
 systems evaluation in the Licenses and Permits Department;
- Increased costs in dues and subscriptions are reflective of an expansion to the full Office 365 suite;
- The Materials and Supplies and Capital Expenditures budgets incorporate the continued need
 for computer replacement to replace outdated units. The budget also includes funds required to
 replace servers in City facilities and for the purchase of the latest version of Microsoft Office for
 desktop computers. The City continues to replace outdated servers and network switches;
- The telephone system budget is increased to support costs associated with police department body camera usage and improvements in bandwidth in city facilities;
- The training budget will be increased to provide additional staff training to bypass the need to add a network administrator to the budget;
- The capital budget includes costs associated with the replacement of twenty MTD's in police vehicles, new computers in City Hall, additional servers, including those situated in the new Public Safety Building, and a dedicated vehicle for the Department.

Bureau of Treasury

The Bureau of Treasury budget remains consistent with 2018. The Professional Services budget incorporates funding for the refuse billing contract.

- The Office of Business Administration has assisted with the review of refuse billing and
 collection options. The City received a Commonwealth supported initiative evaluating the
 structure of the refuse collection program to determine alternate methods of service delivery,
 specifically a pay-as-you throw concept. Additional reviews are ongoing in an effort to impact
 costs and efficiencies related to the delivery of the service;
- The cost associated with the Tax Collection Committee expense is a pro-rated assignment based on an allocation of costs to the other participating Lackawanna County municipalities.

Office of Economic and Community Development

Department Description

The Office of Economic and Community Development ("OECD") manages the U.S. Department of Housing and Urban Development ("HUD") entitlement grants for the City of Scranton, as well as other funding for housing and neighborhood development initiatives. The Department leverages public and private funds to provide affordable housing, promote safe and livable neighborhoods, and stimulate economic development in Scranton.

2019 Budget Highlights

The Department initiatives support many economic development programs and capital improvements undertaken by the City. Departmental salaries are considered non-additions to the General Fund budget and receive federal funding support. Salary increases were included in the budget for Departmental employees.

Department of Licenses, Inspections & Permits

Department Description

The Department of Licenses, Inspections & Permits ("LIPS") has multiple responsibilities in support of varied City functions. The primary responsibility of the Department is the planning and regulation of land use and development in Scranton. The Department reviews building plans and site plans, processes zoning applications, and conducts inspections. This Department is also responsible for the administration and enforcement of the City's Construction Code and Zoning and Subdivision ordinances. The purpose of the Construction Code is to provide standards to safeguard life, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use, occupancy, location and maintenance of all buildings and structures within the City of Scranton. The Department oversees the maintenance and improvements of all City buildings.

2019 Budget Highlights

- The continued departmental initiative for 2019 and subsequent years will be the incorporation
 of automation through the expanded use of options in the City's financial accounting system
 software. Providing a more user-friendly method of permit issuance and payment will be a
 critical evaluation component. The Information Technology Department will assist with system
 wide improvements including the acceptance of credit cards and electronic payments;
- The Department will continue to review and reconstruct Rental Registration activities with the revised program legislation. The Department has made strides through both internal and third-party support to identify rental units;
- The City Planner was assigned to the Department in 2018;
- The Building Demolition line item has been expanded for greater activity in 2019.

Department of Licenses, Inspections & Permits - Buildings

Department Description

The Department of Licenses, Inspections & Permits – Buildings ("Buildings") provides comprehensive facility management and planning for all City Departments. This department is responsible for the operation and maintenance of City buildings, including City Hall, Police and Fire facilities, including the Public Safety Building, and the Department of Public Works.

2019 Budget Highlights

• The overall budget remains consistent with 2018. Electrical costs are expected to decrease from energy improvements to City buildings.

Department of Law

Department Description

The Law Department serves as legal advisor to the Mayor and department heads of the City; represents the City in negligence actions; prosecutes all suits initiated on the behalf of the City; defends all cases brought against the City; and provides legal services to all City departments as well as the Single Tax Office, including preparing contracts and drafting ordinances.

2019 Budget Highlights

• Due to the volume of activity in the Office of the Solicitor, including the volume of varied legal issues confronted by the City annually, the department will remove the full-time assistant City solicitor to be replaced with two part time solicitors. The salary budget in 2018 for a full-time solicitor did not attract candidates. A Project manager will be added to staff to assist in drafting Requests for Proposals and to assist with project monitoring and development. The Professional Services budget will be increased by 24% to assist in case management.

Public Safety - Scranton Police Department

Department Description

The Scranton Police Department is responsible for the overall management, resource allocation and strategic direction of this component of public safety. This service delivery includes the development, evaluation and implementation of policies, procedures, programs, community initiatives, employee training and recruitment. The Department implements and manages police services for the City. The Department also establishes staffing levels necessary to provide adequate levels of policing. The Department plans, staffs, and implements police responses to major planned and unplanned events, natural disasters, major emergencies, and coordinates with other City departments and law enforcement agencies for such events. The Department is increasingly more technologically oriented which reflects the trend in effective public safety management. Costs associated with the many technological initiatives involving each department are reflected throughout the City budget and are specifically coordinated through the Department of Information Technology.

2019 Budget Highlights

- The Departmental budget is expected to remain consistent with the 2018 budget;
- Health care costs are expected to remain within an acceptable cost range;
- The Professional Services and Services and Maintenance budgets are consistent with the increase in the use of designated software and associated maintenance fees;
- Net overtime salary levels are expected to remain consistent with the 2018 budget although the budget does not reflect reimbursements as was the case in the 2018 budget;
- The Capital Expenditure budget will increase by \$50,000 for the acquisition of 147 police ballistic vests, a transport vehicle, resurfacing the police headquarters parking lot, the construction of a pole barn in the parking area for storage, and second year costs of the body worn contract;
- With the inclusion of the Animal Control budget in the overall departmental responsibilities,
 the City will continue to maintain a more realistic contribution level to the Griffin Pond Animal
 Shelter which is generally the sole recipient organization of the City's animal control program.
 Prior to authorizing any contribution, City officials will meet with the Center Board of Directors
 to understand how the relationship will be impacted by the recent personnel changes and
 structural changes to the facility. The delivery of animals to the Shelter had reached what may

be deemed crisis proportions in 2014. With a dispersion of responsibilities for the maintenance of the program, funding in this budget will also include allocations to the Veterinary Emergency Referral Center, the Abington Veterinary Center, and St. Dogs and Cats.

Public Safety - Scranton Fire Department

Department Description

The Scranton Fire Department serves the needs of the Scranton community and its citizens through fire and emergency services. It also conducts a variety of prevention efforts and public education programs to promote fire safety throughout the community. Eight fire stations are manned and operated by the Department.

2019 Budget Highlights

- The City expects future staffing levels to remain relatively constant without SAFER grant support;
- Health insurance costs are projected based on 2018 year to date expenditures;
- The Fire House improvement project will have been substantially completed by the conclusion of 2018. An amount of \$1,500,000 was included in the 2018 budget to fund facilities improvements. The concrete pads replacement project may continue into 2019;
- Capital acquisitions will include a new Engine 8 and the refurbishment of Truck 4.

Department of Public Works

Department Description

In 2019, the Department of Public Works will be comprised of five bureaus; Administration, Engineering, Highways, Refuse, and Garage. The Bureau of Parks & Recreation was designated as a separate department in the 2018 operating budget which is consistent with City of Scranton historical standards. The Department's responsibilities include year-round roadway maintenance and repair,

weekly household trash collection services, design and construction management of streets, bridges, and public buildings, traffic engineering, street lighting and traffic signal maintenance coordination, and office operations.

The **Bureau of Administration** provides overall policy direction, management, and communication for the Department. The bureau coordinates financial initiatives related to the Department, as well as purchasing, and payroll services.

The **Bureau of Engineering** manages all activities involving technical support associated with private development and use of the City's street rights-of-way.

The Bureau of Highways is responsible for roadway maintenance, sweeping, and snow removal on public streets and alleys.

The **Bureau of Refuse** provides weekly trash collection services, including large item acceptance. The bureau is also responsible for the City's residential recycling program.

The Bureau of Garage and Equipment Maintenance services and procures vehicles and other equipment for the City of Scranton, including the oversight of the parts inventories, tools and other supplies, as well as the City's fuel purchase program.

2019 Budget Highlights

Department of Public Works - Administration

- Health insurance costs are projected based on 2018 year to date expenditures;
- The Professional Services budget is decreased since the cost of consulting services to complete
 an energy efficiency evaluation on the Public Works facility will be incorporated into the ESCO
 lease:
- The flood protection system maintenance line item will provide reflect funding received for flood control projects and a grant match for the upgrade of the Keyser Valley Pumping Station.

Department of Public Works - Engineering

The budget is consistent with 2018.

Department of Public Works - Highways

- The budget is consistent with 2018 as PP&L continues to implement the rate code changes for the City's change to LED lighting;
- The Capital Expenditures is consistent in using a measured approach to equipment replacement;
- The roadway resurfacing budget remains at \$875,000 consistent with the increase in the City's 2019 Liquid Fuels allocation;
- The capital expenditures budget is increased to meet costs associated with the acquisition of a paver.

Department of Public Works - Refuse

- The Capital Expenditures budget includes an amount to purchase a refuse packer;
- Recycling includes an amount anticipated to fund an electronic component drop-off program although the program will require much greater evaluation and state Department of Environmental approval.

Department of Public Works - Garage

 The Capital Expenditures budget was funded to acquire new garage maintenance equipment, including a lift.

Department of Parks and Recreation

The Bureau of Parks & Recreation provides a broad range of recreational programs and services to the residents of the City of Scranton, as well as maintenance and oversight of the City's parks system. The City's parks system encompasses 28 parks including 7 pools, 2 waterslides, and a dog park. The recent addition is the elevated park adjacent to the 500 Lackawanna Avenue residences. The park system offers many recreational activities to the residents of the City of Scranton. Additionally, the bureau provides logistical support to the many organization sponsored activities held within the geography of the City of Scranton. The rationale for the departmental segregation is based on the general deterioration of the parks system and the significance of projects in process, including improvements to Novembrino Park and Crowley Park, and prospective projects including the Linden Street Park, the joint soccer field project with the school district, the pedestrian bridge project undertaken by the Lackawanna Valley Heritage Authority, and the Trailhead Project at Parker Street. These projects are presently overseen with assistance by the Office of Business Administration.

- Capital expenditures are generally a carry-over from 2018, include a component for funding improvements to the Novembrino Recreation Complex. The state Department of Natural Resources and Conservation approved a grant application submitted by the City for \$288,000. An amount of \$220,000.00 has been designated by the Office and Economic and Community Development and the funding component of \$23,000 assigned by the Sewer Authority. The Capital Expenditures budget incorporates an additional \$300,000 to fund the project;
- The Capital expenditures budget also includes any remaining costs for Crowley Park, \$100,000 for the pedestrian bridge project undertaken by the Lackawanna Heritage Valley Authority on North 7th Avenue, \$100,000 for the joint soccer field project with the Scranton School District and the Electric City Shock, and \$25,000 for the green space development on Linden Street. The City expects the green space costs to be fully grant funded.
- The increase in salary is based on the appointment of an assistant department Director.
- The City will continue to seek Weston Fund allocations for the continued maintenance of Weston Field and Weston Park. A plan to prepare a five-year budget for improvements to the parks is recommended. The plan design will be funded by the Foundation.

Single Tax Office

Office Description

The Scranton Single Tax Office was created to administer the tax laws of the City of Scranton and the Scranton School District and to provide one single location for residents to conveniently pay various taxes. The Collector of Taxes, an elected official, supervises an office staff which strives to assess and collect all taxes in a fair and equitable manner. The City and School District assume an equal responsibility for the incurred wages and benefits associated with this office. In 2012, Berkheimer Associates began collecting the Wage Tax through an appointment from the Tax Collection Committee as designated under Commonwealth of Pennsylvania Act 32. The Tax office collects:

- Current Real Estate Taxes for Lackawanna County, the Scranton School District, and The City of Scranton;
- Local taxes including current and delinquent Scranton School District and City of Scranton Business Privilege and Mercantile Taxes, Amusement taxes, and the Local Services Tax;

2018 Budget Highlights

The City continues to working cooperatively with the Tax Office to execute an analytics
program designed to better identify tax payers responsible for the Business Privilege and
Mercantile Taxes;

Non-Departmental Expenditures

Budget Description

The budget category of Non-Departmental Expenditures includes three distinct components: (1) Funding and Contributions for Boards/Commissions/and Non-Profits with City based functions.

- (2) Total principal and interest payments on direct debt obligations of the City, and listed separately, lease payments due during the fiscal year;
- (3) Total Miscellaneous, which includes prior year unencumbered and unpaid bills, court awards, and contingency expenditures.

Boards Commissions and Non-Profits

- The Scranton Plan contribution reinstates a financial commitment to the Plan previously suspended by the City. The 2019 budget includes a \$150,000 contribution to assist with promotional activities for the prospective LERTA adjustments and the Opportunity Zone program; and a carryover \$50,000 to fund a matching component to install sidewalks at the Mt. Pleasant development site. The disbursement will occur only based on an actual project match and is a continuation from 2018;
- The Scranton Tomorrow budget is reflective of the City's annual contribution to the
 organization as Downtown Economic Revitalization Coordinator and as a prelude to the
 construction of a Business Improvement District. The budget includes an annual operating
 contribution, a targeted allocation from the Economic Development account, and a component
 of the University of Scranton allocation;
- The St. Cats and Dogs budget was maintained to accept any overflow of animal volume which
 exceeds the capacity of Griffin Pond. The volume of cats has transitioned to a degree from
 Griffin Pond to St. Cats and Dogs due to those capacity issues. The City continues to evaluate
 options to the exclusive use of the Griffin Pond Animal Center, which was beset by operational
 issues in 2018;
- The Shade Tree Commission budget will increase to implement a tree planting program in the City's downtown section and to maintain consistency with the continued success the program achieved in 2018. The budget also includes funding to continue the stump removal program;
- The City has paid for trail maintenance according to a contract with the Lackawanna Heritage Valley Authority. The funding responsibility is based on an arithmetic formula per each mile of

train with the City geography. The budget identifies maintenance responsibilities for 2019 and a match component for the Parker Street Trailhead.

Total Principal and Interest Payments, Debt Obligations/Lease Payments

The City of Scranton will continue to dedicate a percentage of the real estate tax levy for debt service. The allocation does not include lease payments. The concept was modified from the 2016 budget which included dedicated debt service millage. Because of the complexity of calculating four millage components, the concept was collapsed to the traditional two millage components with a designated percentage for debt service. The 2018 Operating Budget concludes a complete re-profiling of the City's debt structure. In addition to the new debt issues related to the comprehensive parking transaction and the award settlement, the City completely refunded or defeased all remaining higher yielding debt. The only remaining pre-2014 debt series remaining is that of the 2002 Emmaus General Authority variable rate issue, which may be refunded to fixed rate debt if the City receives an investment grade debt rating in 2019.

A description of City debt transactions since 2014 follows:

New Debt Issuance Since 2014

Refinancing of 2009 and 2011 Defaulted Parking Loans

Issuer: The Parking Authority of the City of Scranton, Pennsylvania

\$3,828,480 Refunding Revenue Note, Series of 2014

Purpose: To refund, on an interim taxable basis, parking related loans that defaulted in 2012.

Average Rate of the Issue: 6.75% (has since been paid off as planned)

Settlement: December 2014

Pennsylvania Infrastructure Bank Loan

Issuer: The City of Scranton

\$2,420,000 General Obligation Note, Series of 2015 Purpose: (1) Funds for roadway improvements Combined Average Rate of the Issue: 1.625%

Settlement: 2015

Financing of Judgment

Issuer: The Redevelopment Authority of the City of Scranton \$29,810,000 Guaranteed Lease Revenue Bonds, Series A of 2016

\$7,920,000 Guaranteed Lease Revenue Bonds, Series AA of 2016 (Taxable)

Purpose: (1) Payments to City employees related to the 2012 Supreme Court Award, approximately \$1.6 million of which was deposited into the City's Pension Funds (negotiated per the Judgement) and (2) Approximately \$5.6 million to refund the outstanding Guaranteed Lease Revenue Bonds, Series of 2008 for interest rate savings

Combined Average Rate of the Issue: 4.56% (Series A: 3.98%) (Series AA: 5.95%)

Settlement: June 28, 2016

Financing of the Stranded Debt Related to the Parking System

Issuer: City of Scranton

\$32,850,000 General Obligation Notes, Series of 2016

Purpose: (1) Finance "stranded" debt related to the Parking System after receipt of the Concession payment, (2) provide approximately \$1.8 million funds for certain fire stations located in the City

Average Rate of the Issue: 3.73%

Settlement: August 30, 2016

Refinancing of the City's General Obligation Bonds, Series B of 2003

Issuer: City of Scranton

\$24,620,000 General Obligation Bonds, Series of 2017

Purpose: Refund the Series B of 2003 Bonds for approximately \$1.2 million in interest rate savings

Average Rate of the Issue: 3.63%

Settlement August 31, 2017

Bonds Paid Off Since 2014

Parking Related Debt

With the receipt of the Concession proceeds and the issuance of the Series of 2016 Notes, the City and Authority paid off the 2014 Bank loan, and the Guaranteed Parking Revenue Bonds Series 2004, 2006 and 2007 which totaled approximately \$51 million of principal.

Use of Sewer Proceeds & Other City Funds

The City has utilized a portion of the proceeds it received as a result of the sewer sale, committed debt service funds, and a contribution from bond insurer AMBAC to pay off several series of debt.

Approximately \$18.9 million to payoff the City's General Obligation Bonds Series A, B & C of 12 and Series A of 2013 which had rates ranging from 7.25% to 8.50%

Approximately \$8.9 million to payoff the Scranton Redevelopment Authority Guaranteed Lease Revenue Bonds, Series of 2006 which had rates of 6.10%

Approximately \$20 million to payoff the City's General Obligation Bonds, Series C & D of 2003 which had rates ranging from 4.90% to 5.60%.

To summarize, in 2014 the City had debt obligations (principal and interest) totaling approximately \$237 million (2039 final maturity) and an approximate annual debt service payment of \$14 million per year. It was also faced with defaulted parking loans, a parking system which was a drain on the General Fund with major capital needs which would further strain the General Fund, a large court judgement, and rapidly increasing MMO costs.

After the most recent refunding transaction, the City was left with an approximate annual debt service payment of \$10.6 million and a relatively short debt portfolio which pays off in 2032- 15 years from now. Over the life of the remaining bonds, the City will pay approximately \$148 million of debt service and its highest interest rate is 5.25%.

To highlight the only anticipated debt transaction impacting the general fund in 2018:

- The Tax Anticipation Note will be issue at approximately the same amount as 2018. The transaction will be completed on a negotiated basis as a private sale with M&T Bank, which is allowed under the Local Government Unit Debt Act. The private placement will yield 3.65%, which is favorable in the current interest rate environment.
- Additional lease payments are budgeted for the energy savings project.

Total Miscellaneous, including Contingencies and Unencumbered Expenses

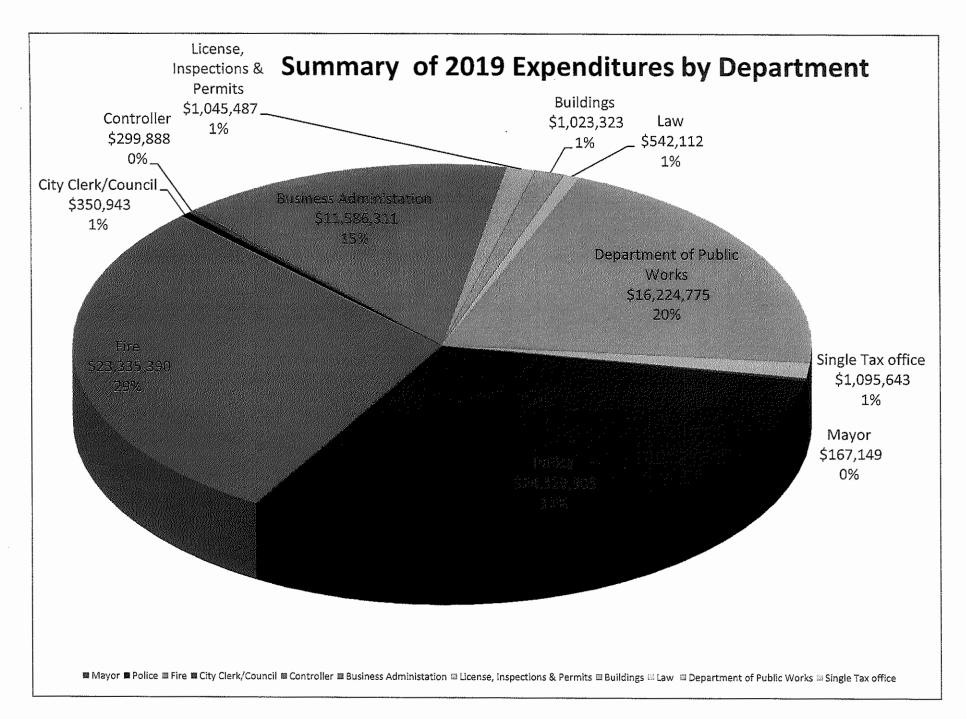
- The Contingency budget is funded for non-budgeted emergencies, or when an individual budget is vastly exceeded due to emergencies;
- Unencumbered expenses are payments carried over from the prior fiscal year which have not been subject to encumbrance;
- The court award budget is expected to fund the remaining Award Settlement payments not resolved by the conclusion of 2018 and any litigation settlements resolved by the Law Department;
- The Veterans Organization budget includes a \$50,000 contribution for Phase II of the Veterans Memorial project;
- The OPEB Trust Fund allocation is based on a recommendation from the City's auditor. The fund would be established for Other Postemployment Benefits, which may include Medicare reimbursements. The Government Finance Officers Associations recommends as a best practice that governments prefund their obligations for postemployment benefits other than pensions once it is determined that the employer has incurred a substantial long-term liability, which is the case with the City of Scranton. If funds properly, the City may make long term investments

to cover these obligations through a separate trust fund the should, over time, result in a lower total cost for providing postemployment benefits. Other examples of postemployment benefits might include health care or insurance premiums.

The City would seek further evaluation and comment from the pension board actuary and administrator in creating the fund. The City anticipates potential funding allocations if the Workers Compensation Reserve fund is granted reductions by the Department of Labor and Industry;

- The Targeted Expenses Budget will support contractual payment requirements for third party agreements which are performance based. As an example, the analytics and identification program implemented for the Single Tax office for the Business Privilege and Mercantile Tax Program requires a 20% compensation level for all dollars collected resulting from the program. Those dollars are received by the City and 20% of those payments are remitted to the third party. This line item will provide more clarity in identifying those payments;
- The grant match line item is new for 2019 and is based on a list of grants both approved and pending as submitted by the City's grant writer.

CITY OF SCRANTON					
2019 OPERATING BUDGET					
EXPENDITURE SUMMARY BY DEPARTMENT					
	2018				
	Operating Budget	2018 Through 9/30/2018	2019 Operating Budget		
MAYOR	\$ 168,061.70	\$ 127,385.49	\$ 167,148.63		
DEPT OF PUBLIC SAFETY BUREAU OF POLICE	\$ 24,954,331.94	17,103,824.06	24,329,905.50		
DEPT OF PUBLIC SAFETY BUREAU OF FIRE	25,409,079.87	14,785,281.88	23,335,390.01		
CITY CLERK/COUNCIL	344,112.50	245,936.61	350,943.14		
CONTROLLER	295,316.34	187,014.02	299,888.39		
DEPT OF BUSINESS ADMINISTRATION BUREAU OF ADMINISTRATION	8,709,329.90	6,573,687.95	8,595,353.49		
DEPT OF BUSINESS ADMINISTRATION BUREAU OF HUMAN RESOURCES	1,766,839.01	1,176,425.95	1,583,395.46		
DEPT OF BUSINESS ADMINISTRATION BUREAU OF INFO TECHNOLOGY	832,250.00	722,587.44	1,252,250.00		
DEPT OF BUSINESS ADMINISTRATION BUREAU OF TREASURY	137,951.10	94,481.51	155,311.98		
DEPT OF LICENSES INSPECTIONS & PERMITS BUREAU OF LIPS	920,468.38	587,460.36	1,045,486.55		
DEPT OF LICENSES INSPECTIONS & PERMITS BUREAU OF BUILDINGS	1,237,189.47	878,075.14	1,023,322.76		
LAW DEPARTMENT	423,562.47	265,715.77	542,112.47		
DEPT OF PUBLIC WORKS BUREAU OF ADMINISTRATION	3,497,079.26	2,171,283.42	4,781,905.40		
DEPT OF PUBLIC WORKS BUREAU OF ENGINEERING	197,767.70	124,017.44	197,164.08		
DEPT OF PUBLIC WORKS BUREAU OF HIGHWAYS	3,745,055.21	1,969,166.46	4,151,491.74		
DEPT OF PUBLIC WORKS BUREAU OF REFUSE	3,896,580.46	2,980,254.23	4,136,663.42		
DEPT OF PUBLIC WORKS BUREAU OF GARAGES	1,282,152.24	963,565.50	1,329,276.02		
DEPARTMENT OF PUBLIC WORKS-BUREAU OF PARKS & RECREATION	1,563,580.15	590,721.77	1,628,274.39		
SINGLE TAX OFFICE	789,959.49	562,230.21	1,095,643.49		
NON-DEPARTMENTAL	27,504,130.60	4,498,478.57	30,057,779.75		
TOTAL OPERATING EXPENDITURES	\$ 107,674,797.79	\$ 56,607,593.78	\$ 110,058,706.66		
ECONOMIC & COMMUNITY DEVELOPMENT					
(NON-ADDITION TO THE BUDGET)	\$ 649,985,32	\$ 524,987.88	\$ 647,544.47		



	CITY OF SCRANTON 2019 OPERATING BUDGET			
	EXPENDITURE SUMMARY BY ACCOUNT			
		2018	2018	2019
		Operating Budget	THROUGH 9/30/2018	Budget
4010	STANDARD SALARY	\$ 27,473,211.04		
4040	OTHER SALARY	1,107,517.00	\$ 922,160.22	1,079,100
4070	LONGEVITY SALARY	1,832,646.15	\$ 1,206,363.60	1,861,007
4080	OVERTIME SALARY	1,058,701.30	\$ 1,345,853.86	1,402,750
4090	COURT APPEARANCE SALARY	135,000.00	\$ 105,180.57	135,000
4101	UNIFORM ALLOWANCE	268,248.21	\$ 226,635.19	268,120
4112	HEALTH INSURANCE - POLICE UNION	5,901,830,83	\$ 5,395,376.06	5,744,220
4113	HEALTH INSURANCE - FIRE UNION	5,329,301.05	\$ 3,687,847.55	4,279,591
4116	HEALTH INSURANCE - CLERICAL UNION	1,565,040.07	\$ 1,202,402.61	1,555,980
4117	HEALTH INSURANCE - NON-UNION	1,151,642.25	\$ 1,376,292.93	1,620,366
4118	HEALTH INSURANCE - DPW UNION	2,529,641.97	\$ 1,361,937.91	1,773,915
4119	HEALTH INSURANCE - SINGLE TAX OFFICE	410,670.98	S 282,303.11	702,956
4120	LIFE/DISABILITY INSURANCE	346,905.00	\$ 284,825.24	346,905
4130	I.A.M. PENSION	300,344.00	\$ 340,564.72	455,000
4140	CITY 10% EARLY RETIREMENT	253,176.90	\$ 208,167.72	255,962
4150	CITY PENSION	13,603,516.00	\$ 3,685,089,46	10,808,686
4170	POLICE EDUCATION ALLOWANCE	60,000.00	\$ -	60,000
4180	SOCIAL SECURITY	898,090.00	\$ 739,612.45	921,230
4190	UNEMPLOYMENT INSURANCE	25,000.00	\$ 474.16	25,000
	TOTAL EMPLOYEE COMPENSATION	\$ 64,250,482.75	\$ 42,068,036.91	\$ 61,825,479
4201	PROFESSIONAL SERVICES	1,080,000.00	\$ 936,714.52	1,391,500
4210	SERVICES & MAINTENANCE FEE	186,290.00	\$ 118,571.43	205,29
4220	CONTRACTED SERVICES	750.00	\$ 1,831.82	2,50

		DF SCRANTON		
		RATING BUDGET UMMARY BY ACCOUNT		
		2018 Operating Budget	2018 THROUGH 9/30/2018	2019 Budget
4230	PRINTING & BINDING	8,250.00	\$ 3,511.94	8,750.0
4240	POSTAGE & FREIGHT	30,100.00	\$ 29,189.00	34,100.0
4250	ADVERTISING	48,750.00	\$ 33,976.40	54,000.0
4260	RENTAL VEHICLES & EQUIPMENT	300,000.00	\$ 20,010.80	300,000.0
4270	DUES & SUBSCRIPTIONS	32,651.70	\$ 28,511.10	31,263.6
4280	MISC SERVICES-NOT CLASSIFIED	7,000.00	\$ 3,458.71	7,000.0
4290	STATIONERY/OFFICE SUPPLIES	43,950.00	\$ 11,725.49	20,250.0
4301	GAS. OIL & LUBRICANTS	295,000.00	\$ 323,309.36	340,000.
4310	EQUIPMENT/VEHICLE REPAIR & MAINT	325,000.00	\$ 267,753.58	325,000.
4320	BUILDING REPAIR-SUPPLY & MAINT	175,000.00	\$ 154,815.31	180,000.
4330	MEDICAL, CHEMICAL & LAB SUPPLIES	20,000.00	\$ 4,667.80	20,000.
4340	CONSTRUCTION-PAVING MATERIAL	100,000.00	\$ 84,310.21	150,000.
4350	PAINT & SIGN MATERIAL	50,000.00	\$ 8,362.34	25,000.
4360	SMALL TOOLS/SHOP SUPPLIES	7,000.00	\$ 4,904.57	7,000.
4370	PARKS & RECREATION SUPPLIES	63,000.00	\$ 15,769.60	48,600.
4380	GUNS & AMMUNITION	22,500.00	S 9,605.43	30,000.
4390	MATERIAL/SUPPLIES (MISC)	191,600.00	\$ 146,632.28	208,600.
4401	TIRES	109,500.00	\$ 62,483.23	109,500.
4410	SALT	273,500.00	\$ 403,734.07	425,000.
4420	TRAVEL & LODGING	18,000.00	\$ 5,498.66	21,750.
4430	AIR PACKS/REHAB SUPPLIES	6,000.00	\$ 81.25	6,000.
4440	TELEPHONE	150,000.00	\$ 127,856.45	200,000.

		SCRANTON		
		ATING BUDGET WIMARY BY ACCOUNT		
	EAFENDITURE SUN	VIVIARY BY ACCOUNT	1	
		2018	2018	2019
		Operating Budget	THROUGH 9/30/2018	Budget
4450	ELECTRICAL	275,000.00	\$ 197,311.06	135,000.00
4445	SEWER CHARGES	5,000.00	S -	-
4447	PG ENERGY GAS	135,000.00	\$ 86,267.01	135,000.00
4448	PAWC-WATER	475,000.00	\$ 374,897.84	475,000.00
4460	STREET LIGHTING	375,000.00	\$ 143,790.14	200,000.00
4465	BUILDING SUPPLIES	1,000.00	\$ -	1,000.00
4466	STREET LIGHTING SERVICE / MAINTENANCE	. 77,500.00	\$ 38,170.95	60,000.00
4467	TRAFFIC SIGNAL ELECTRICITY	-	\$ -	90,000.00
4470	TRAINING & CERTIFICATION	143,000.00	\$ 108,810.99	192,500.00
4480	SELF INSURANCE	110,000.00	_	110,000.00
4490	LANDFILL	1,271,434.74		1,300,000.00
4530	PERFORMING ARTS	20,000.00	ļ	20,000.00
4540	SPRING/SUMMER PROGRAM	3,000.00		3,000.00
4550	CAPITAL EXPENDITURES	3,106,250.00		3,333,000.00
4551	ROAD RESURFACING	875,000.00		875,000.00
4555	RECYCLING		- '	175,000.00
4560	EQUIPMENT MAINTENANCE & LEASES	50,000.00		94,000.00
4570	MAINTENANCE OF COMMUNICATION EQUIP	28,750.00		28,750.00
4575	MAINTENANCE-EQUIPMENT	1,000.00		1,000.00
4576	MAINTENANCE OF SUPER FUND SIGHT	13,000.00		13,000.00
4580	GENERAL EQUIPMENT	75,000.00		65,000.00
4590	BUILDING DEMOLITION	65,000.00		150,000.00
4630	LIABILITY & CASUALTY INSURANCE	1,371,000.00	\$ 915,579.60	1,175,000.^^

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	CITY OF SCF	RANTON		
	2019 OPERATIN			
	EXPENDITURE SUMMA	ARY BY ACCOUNT		
		2018	2018	2019
		Operating Budget	THROUGH 9/30/2018	Budget
			KARTO C OZKOTO UBOZO	
4901	PREVENTATIVE MAINTENANCE	7,500.00	\$ 3,421.12	7,500.00
6000	TAX & MISC REFUNDS	1,000.00	\$ 3,073.30	5,000.00
C001	TAX COLLECTION COMMITTEE EXPENSE	500.00	0	. 500.00
6001	TAX COLLECTION COMMITTEE EXPENSE	500.00	\$ -	500.00
6003	SPCA ANIMAL CONTROL	86,976.00	\$ 78,260.47	86,976.00
0000	M GIAL (MANAGED CONTACTOR)	553,7000	70,300111	00,77,000
6004	SINGLE TAX OFFICE AUDIT	-	s -	-
6006	PERSONNEL COST ADJUSTMENT	_	\$ 2,456.63	7,500.00
	TY COR TO COMPANY OF COMPANY AND TO	50,000,00	27.217.62	
6007	FLOOD PROTECTION SYSTEM MAINTENANCE	50,000.00	\$ 25,215.63	1,973,900.00
6009	WORKERS' COMPENSATION	3,743,432.00	\$ 2,000,000,00	3,300,718.00
0007	WORKERS CONTENSATION	3,713,132,100	2,000,000.00	3,300,710.00
6024	BANK FEES & CHARGES	11,000.00	\$ 206.16	11,000.00
	NON-DEPARTMENTAL EXPENDITURES:			
10000 10110	DO DDG 4 COMMISSIONS	350 500 00	212 500 02	500,000,00
10020-10140	BOARDS & COMMISSIONS	359,500.00	312,500.03	690,000.00
15010-15360	INTEREST & DEBT SERVICE (w/o TANs)	11,722,981.50	3,421,605.21	13,019,000.93
10010 10000	X (XXXXXX & DDD X ODDX) TO X (1110 X I X I X I	11,723,501100	5,121,000,22	13,017,000,73
15230-15240	TANs (SERIES A & B)	13,244,850.00	_	13,215,375.00
13090,16090-17060	UNPAID BILLS/COURT AWARDS/MISCELLANEOUS	2,176,799.10	764,373.33	3,133,403.82
,	MACKEY MANY DAY (TOTAL A DEPOSIT OF THE TOTAL AND THE TOTA	07.704.700.60	1 (00 100 100	
	TOTAL NON-DEPARTMENTAL EXPENDITURES	27,504,130.60	4,498,478.57	30,057,779.75
	TOTAL OPERATING EXPENDITURES	\$ 107,674,797.79	\$ 56,605,077.28	S 110,058,706.66
	A V A AAV VA AAV AA VA EENA MANAA VANNOV	101,014,771.77	00,000,077.20	110,000,700.00
4010	ECONOMIC & COMMUNITY DEVELOPMENT			
	STANDARD SALARY (NON-ADDITION TO THE BUDGET)	649,985.32	524,987.88	647,544.47

	2019 OPERATING BUDGET BUDGETED EXPENDITURES	 				-	
	GENERAL FUND			<u> </u>			
A A	Account Description	0-	2018	/	2018		2019
Account Number	Account Description	Up	erating Budget	- (1	hrough 9/30/2018)		Operating Budget
Office of the Mayor - #	1 10						
4010 01.010.00000.4010	STANDARD SALARY	\$	144,085.00		104,081.30	-	144,085.0
4040 01.010.00000.4040	OTHER SALARY (MISC)		0		-		-
4080 01.010.00000.4080	OVERTIME SALARY		0				_
	TOTAL EMPLOYEE COMPENSATION	 \$	144,085.00	\$	104,081.30	\$	144,085.
4270 01.010.00000.4270	DUES AND SUBSCRIPTIONS	·····	22,826.70		22,826.70		21,913
4290 01.010.00000.4290	STATIONARY/OFFICE SUPPLIES		150.00		42.49		150
4390 01.010.00000.4390	MATERIALS/SUPPLIES (MISC)				-		
4420 01.010.00000.4420	TRAVEL AND LODGING		1,000.00	l .	435.00		1,000.
4550 01.010.00000.4550	CAPITAL EXPENDITURES		w				
	TOTAL OPERATING EXPENDITURES	\$	23,976.70	\$	23,304.19	\$	23,063
	DEPARTMENT of MAYOR TOTAL	\$	168,061.70	\$	127,385.49	\$	167,148

	CITY OF SCRANTON 2019 OPERATING BUDGET			 	
	BUDGETED EXPENDITURES			-	<u> </u>
	GENERAL FUND				
	GENERAL FORD	1 1			
			2018	2018	2019
Account Number	Account Description		Operating Budget	(Through 9/30/2018)	Operating Budge
			a porazing adaget	(11110agit 3/00/2010/	Operating budge
Dept. of Public Safety	#44				
Bureau of Police - #7					
Bureau of Police - #7					
010 01,011,00071,4010	STANDARD SALARY		\$ 10.525.848.30	7,671,667,16	40.000.00
040 01,011.00071,4040	OTHER SALARY (MISC)		401,017.00	301,642,40	10,956,66
070 01.011.00071,4070	LONGEVITY SALARY		806.113.31	636,455,75	400,00 872,91
080 01.011.00071,4080	OVERTIME SALARY		400,000,00	576.064.77	650.00
090 01,011,00071,4090	COURT APPEARANCE SALARY		135,000,00	105,180.57	135.00
101 01.011.00071.4101	UNIFORM ALLOWANCE		115,850,00	109,190,00	115,8
112 01.011.00071.4112	HEALTH INSURANCE - POLICE UNION		5,901,830,83	5,395,376,06	5.744,22
120 01.011.00071.4120	LIFE/DISABILITY INSURANCE		150,634.00	123,712.25	150,63
140 01.011.00071.4140	CITY 10% EARLY RETIREMENT		131,581,50	109,051,60	133,0
150 01.011.00071.4150	CITY PENSION		5,343,583,00	1,367,841,45	4,073,46
170 01,011,00071,4170	POLICE EDUCATION ALLOWANCE	··· · · · · · · · · · · · · · · · · ·	60,000,00		60,00
180 01.011.00071.4180	SOCIAL SECURITY		332,998.00	291,757.25	346,23
	TOTAL EMPLOYEE COMPENSATION		\$ 24,304,455,94	\$ 16,687,939.26	\$ 23,638,02
			· · · · · · · · · · · · · · · · · · ·		
201 01.011.00071.4201	PROFESSIONAL SERVICES		\$ 25,000.00	16,021.50	40,0
210 01.011.00071.4210	SERVICES AND MAINTENANCE FEE		75,000.00	57,603,85	69,00
270 01.011.00071,4270	DUES AND SUBSCRIPTIONS		3,150.00	3,142,15	3,1
280 01.011.00071.4280	MISC SERVICES-NON CLASSIFIED		. 2,000.00	1,751.68	2.0
290 01.011.00071.4290	STATIONARY/OFFICE SUPPLIES		2,750.00	2,343.84	2.7
380 01.011.00071.4380	GUNS/AMMUNITION		22,500.00	9,605.43	30,0
390 01.011.00071.4390	MATERIALS/SUPPLIES (MISC)		21,000.00	13,529,65	21,0
420 01.011.00071.4420	TRAVEL AND LODGING		4,000.00	3,862.08	4,5
470 01.011.00071.4470	TRAINING AND CERTIFICATION		50,000.00	38,200.74	50,0
550 01.011.00071.4550	CAPITAL EXPENDITURES		350,000.00	187,315.30	375,0
570 01.011.00071.4570	MAINTENANCE COMMUNICATION EQUIPMENT		7,500.00	4,248.11	7,5
003 01.011.00071.6003	SPCA-ANIMAL CONTROL		86,976.00	78,260.47	86,9
	TOTAL OPERATING EXPENDITURES		649,876.00	415,884.80	691,8
	BUREAU of POLICE TOTAL		\$ 24,954,331.94	\$ 17,103,824.06	\$ 24,329,9
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	CITY OF SCRANTON					
	2019 OPERATING BUDGET					
	BUDGETED EXPENDITURES					
	GENERAL FUND					
		20	018	2018		2019
Account Number	Account Description	Operatin	ng Budget	(Through 9/30/2018)	Ope	erating Budget
Dept. of Public Safety	#11					
Bureau of Fire - #78	711					
4010 01.011.00078.4010	STANDARD SALARY		660,286,61	6,892,988,20		10,002,752
4040 01.011.00078.4040	OTHER SALARY (MISC)		150,000.00	446,968,83		500.000
4070 01.011.00078.4070	LONGEVITY SALARY		775,213.81	569.907.85	\$	758,574
4080 01.011.00078.4080	OVERTIME SALARY		275,000.00	431,057,44	+*	350,000
4101 01.011.00078,4101	UNIFORM ALLOWANCE		98,550.00	69,140,76	1	98,550
4113 01.011.00078.4113	HEALTH INSURANCE - FIRE UNION	5,3	329,301.05	3,687,847,55	1	4,279,59
4120 01.011.00078,4120	LIFE/DISABILITY INSURANCE		141,521.00	116,210,02		141.52
4140 01.011.00078.4140	CITY 10% EARLY RETIREMENT		121,595.40	99,116,12		122,932
4150 01.011.00078.4150	CITY PENSION	7,0	087,112.00	1,246,047.35		5,985,968
	TOTAL EMPLOYEE COMPENSATION	\$ 23,9	938,579.87 \$	13,559,284.12	\$	22,239,890
4201 01.011.00078.4201	PROFESSIONAL SERVICES	- S	23,000.00	28,053.86		30,000
4210 01.011.00078,4210	SERVICES AND MAINTENANCE FEE		15,000,00	6,950.06	 	15,000
4270 01.011.00078.4270	DUES AND SUBSCRIPTIONS		1,000.00	150.00		1,000
4316 01.011.00078.4316	CLEAN AIR MAINTENANCE		-	-	1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
4320 01.011.00078.4320	BLDG/REPAIR-SUPPLY MAINT		10,000.00	12.109.67		15,00
4390 01.011.00078.4390	MATERIALS/SUPPLIES (MISC)		7,250,00	5,501,49		7.25
4420 01.011.00078.4420	TRAVEL AND LODGING		3,000.00	770.90	-	3,00
4430 01.011.00078.4430	AIR PACKS/REHAB SUPPLIES		6,000.00	81.25		6,000
4470 01.011.00078.4470	TRAINING AND CERTIFICATION		75,000.00	66,689.73		95,00
4550 01.011,00078,4550	CAPITAL EXPENDITURES		250,000,00	1,046,150,19		853,00
4570 01.011.00078.4570	MAINTENANCE COMMUNICATION EQUIP		4,250,00	1,377.00		4,25
4575 01.011.00078.4575	MAINTENANCE-EQUIPMENT		1,000.00			1,00
4580 01.011.00078.4580	GENERAL EQUIPMENT		75,000.00	58,163.61		65,00
	TOTAL OPERATING EXPENDITURES	\$ 1,4	470,500.00 \$	1,225,997.76	\$	1,095,50
	BUREAU of FIRE TOTAL	\$ 25,4	409,079.87 \$	14,785,281.88	\$	23,335,39
	The state of the s					
	DEPARTMENT of PUBLIC SAFETY TOTAL	\$ 50,3	363,411.81 \$	31,889,105.94	s	47,665,29

	CITY OF SCRANTON 2019 OPERATING BUDGET				
	BUDGETED EXPENDITURES				
	GENERAL FUND				
			2018	2018	2019
Account Number	Account Description		Operating Budget	(Through 9/30/2018)	Operating Budget
Office of the City Cler	k/City Council - #20				
1010 01.020.00000.4010	STANDARD SALARY		\$ 230,937.37	163,978.54	233,315.7
1040 01,020,00000,4040	OTHER SALARY (MISC)		-	1,500.00	1,000.0
1070 01.020.00000,4070	LONGEVITY SALARY	ANA	3,425.13	-	3,877.3
1080 01.020.00000.4080	OVERTIME SALARY		500.00	351,51	500.0
	TOTAL EMPLOYEE COMPENSATION		\$ 234,862.50	\$ 165,830,05	\$ 238,693.1
1201 01.020.00000.4201	PROFESSIONAL SERVICES		\$ 56,000.00	51,064.01	59,000.0
210 01.020.00000.4210	SERVICES AND MAINTENANCE FEE		15,000.00	10,795.00	15,000.0
1220 01.020.00000.4220	CONTRACTED SERVICES		_	-	-
1230 01.020.00000.4230	PRINTING AND BINDING		6,250.00	2,210.96	6,250.
4250 01,020,00000,4250	ADVERTISING		31,500.00	15,686.60	31,500.
1260 01.020.00000.4260	RENTAL VEHICLES & EQUIPMENT		•	-	-
1270 01.020.00000.4270	DUES AND SUBSCRIPTIONS		-	-	
1290 01,020,00000.4290	STATIONARY/OFFICE SUPPL		500.00	349.99	500.
1420 01.020.00000.4420	TRAVEL AND LODGING	1	-	-	-
4550 01.020.00000.4550	CAPITAL EXPENDITURES		-	-	-
	TOTAL OPERATING EXPENDITURES		\$ 109,250.00	\$ 80,106.56	\$ 112,250.
	DEPARTMENT of CITY CLERK / CITY COUNCIL TOTAL		\$ 344,112.50	\$ 245,936.61	\$ 350,943.

	CITY OF SCRANTON			
	2019 OPERATING BUDGET	 		
	BUDGETED EXPENDITURES	 		
	GENERAL FUND	 		
		2018	2018	2019
Account Number	Account Description	Operating Budget	(Through 9/30/2018)	Operating Budget
City Controller - #30	0.4 0.4 (1.4)	 ······································		
Roseann Novembrino		 \$ 248,373,63	178,178,46	250,608.90
4010 01.030.00000.4010	STANDARD SALARY	 \$ 248,373.63 1.000.00	750.00	2,500,00
4040 01.030.00000.4040	OTHER SALARY (MISC)	 	750.00	
4070 01.030.00000.4070	LONGEVITY SALARY	 3,417.71	-	3,979.49
4080 01.030.00000.4080	OVERTIME SALARY	0.00	170,000,10	
	TOTAL EMPLOYEE COMPENSATION	 \$ 252,791.34	\$ 178,928.46	\$ 257,088.39
4201 01.030.00000,4201	PROFESSIONAL SERVICES	\$ 40,000.00	6,500.00	40,000.00
4210 01,030.00000.4210	SERVICES AND MAINTENANCE FEE	<u> </u>		
4230 01.030.00000.4230	PRINTING AND BINDING	1,000.00	449.95	1,000.00
4240 01.030.00000.4240	POSTAGE AND FREIGHT	100.00	82.00	100.00
4270 01.030.00000.4270	DUES AND SUBSCRIPTIONS	225.00	600.25	700.00
4290 01.030.00000.4290	STATIONARY/OFFICE SUPPLIES	 200.00	453.36	500.00
4420 01.030.00000.4420	TRAVEL AND LODGING	1,000.00	_	500.00
4550 01.030.00000.4550	CAPITAL EXPENDITURES	-	- 1	<u> </u>
4000 01,000,00000.4000	TOTAL OPERATING EXPENDITURES	\$ 42,525.00	\$ 8,085.56	\$ 42,800.00
	DEPARTMENT of CITY CONTROLLER TOTAL	\$ 295,316.34	\$ 187.014.02	\$ 299,888.39
	DEPARTMENT OF CITY CONTROLLER TOTAL	 ψ 200,010.04	Ψ 107,014.02	Ψ 233,000.33

DGET URES	Ope \$	2018 erating Budget 336,973.58 2,500.00 3,329.00	201 (Through 9/	239,596.31	Оре	2019 erating Budget
		336,973.58 2,500.00	_ + -	239,596.31	Оре	
		336,973.58 2,500.00	_ + -	239,596.31	Оре	
n		336,973.58 2,500.00	_ + -	239,596.31	Орє	
		336,973.58 2,500.00	_ + -	239,596.31	Оре	
n e e e e e e e e e e e e e e e e e e e		336,973.58 2,500.00	(Through 9)	239,596.31	Орє	erating Budget
	\$	2,500.00				
	\$	2,500.00				
	\$	2,500.00			 	
	\$	2,500.00				
		2,500.00			1	360,830.1
				2,250.00		
				2,200.00	+	3.877.3
					·	0,017.0
-		1.565.040.07	,	1.202.402.61		1.555.980.0
		1,151,642.25		1,376,292.93		1,620,366,0
		54,750,00		44.902.97	+	54,750.0
		1,172,821.00		1,071,200.66	+	749,232.0
	-		 		+	225,000.0
	-				+	25,000.0
	- C		•		+	4,595,035,4
	Ψ	4,020,047.80	Ψ -	1,080,021.04		4,000,000.4
	s	250,000,00	1	418 905 54		500,000.0
	- *				-	1,750.0
	1		***************************************			1,500.0
	 			The second secon		34.000.0
						22,500.0
						1,000.0
	-					12,750.0
						600.0
			<u> </u>	200.70		2,500.0
				799 00		2,000.
						110,000,0
	1	, , , , , , , , , , , , , , , , , , , ,	1	2,010.00	+	110,000,
UST	-	3 743 432 00		2 000 000 00	+	3.300.718.0
	-				+	11.000.
	\$		S			4,000,318.
		4,100,202.00	Ψ	2,400,100,01		4,000,010.0
		0.700.000.00			\$	
	\$	8.709.329.90				8.595.353.4
	RUST	\$	213,992.00 25,000.00 \$ 4,526,047.90 \$ 250,000.00 1,7750.00 1,000.00 30,000.00 17,250.00 1,000.00 12,750.00 600.00 2,500.00 2,000.00 110,000.00 110,000.00 2,700.00 110,000.00 30,000.00 110,000.00 12,750.00 12,750.00 13,743,432.00 14,183,282.00	213,992.00 25,000.00 \$ 4,526,047.90 \$ 4 \$ 250,000.00 1,750.00 1,000.00 30,000.00 17,250.00 1,000.00 12,750.00 600.00 2,500.00 2,000.00 110,000.00 110,000.00 2,000.00 3,743,432.00 11,000.00 \$ 4,183,282.00 \$	213,992.00	213,992.00

	CITY OF SCRANTON 2019 OPERATING BUDGET					ļ	
	BUDGETED EXPENDITURES	··				 	
	GENERAL FUND					 	
	GENERAL FOND		T			 	
			-	2018	2018	·	2019
Account Number	Account Description		Op	erating Budget	(Through 9/30/2018)	Ot	perating Budget
	- Administration #40		-				
Bureau of Human Res	ss Administration - #40 cources - #41		1				
			\$	206,877.76	144,541.76		208,918.1
4010 01.040.00041.4010	STANDARD SALARY		Ψ.	2,250,00	1,500,00	+	9,600.0
4040 01.040.00041.4040	OTHER SALARY (MISC) LONGEVITY SALARY		 	7,211.25	1,000.00	 	3,877.
4070 01.040.00041.4070 4080 01.040.00041.4080	OVERTIME SALARY		+	7,2,11,20	_	_	<u> </u>
4080 01,040.00041.4080	TOTAL EMPLOYEE COMPENSATION		\$	216,339.01	\$ 146,041.76	\$	222,395.
4201 01.040.00041.4201	PROFESSIONAL SERVICES		\$	150,000.00	109,829,46	ļ	170,000.
4290 01.040.00041.4290	STATIONARY/OFFICE SUPPLIES		╅	25,000,00	70.00		1,000.
4390 01.040.00041.4390	MATERIALS/SUPPLIES (MISC)		+	500,00	188.80		500
4420 01.040.00041.4420	TRAVEL AND LODGING		İ	1,000.00	430.68	1	2,000
4470 01.040.00041.4470	TRAINING AND CERTIFICATION			3,000.00	1,829,02		5,000
4630 01.040.00041.4630	LIABILITY/CASUALTY INSURANCE			1,371,000.00	915,579.60		1,175,000
6006 01.040.00041.6006	PERSONNEL COST ADJUSTMENT				2,456.63		7,500
	TOTAL OPERATING EXPENDITURES		\$	1,550,500.00	\$ 1,030,384.19	\$	1,361,000
	BUREAU of HUMAN RESOURCES TOTAL		\$	1,766,839.01	\$ 1,176,425.95	\$	1,583,395.
			Ц			<u> </u>	

	CITY OF SCRANTON					
	2019 OPERATING BUDGET	 				
	BUDGETED EXPENDITURES	 			 	
	GENERAL FUND	 1		ļ 		
		 	2018	2018		2019
	Account Description	 +-	perating Budget	(Through 9/30/2018)	 	perating Budget
Account Number	Account Description	1-9	peraulig Duuget	(11110ugii 3/30/2010)		peraulig budget
Department of Busine	ss Administration - #40	+				
Bureau of Information						
4010 01,040.00042,4010	STANDARD SALARY	\$	134,750.00	96,143.36		140,750.00
4040 01.040.00042.4040	OTHER SALARY (MISC)		-	-		_
4070 01.040.00042.4070	LONGEVITY SALARY		-	-		
4080 01.040.00042.4080	ÖVERTIME SALARY		-	-		
	TOTAL EMPLOYEE COMPENSATION	\$	134,750.00	\$ 96,143.36	\$	140,750.00
		 	-			
4201 01.040.00042.4201	PROFESSIONAL SERVICES	\$	95,250.00	92,064.85		150,000.00
4210 01.040.00042.4210	SERVICES AND MAINTENANCE FEE	 	75,000.00	41,291.60	-	100,000.00
4270 01.040.00042.4270	DUES AND SUBSCRIPTIONS		500,00	-	_	500,00
4290 01.040.00042.4290	STATIONARY/OFFICE SUPPLIES	 	1,000.00	-		1,000.00
4390 01.040,00042.4390	MATERIALS/SUPPLIES (MISC)	1	65,000.00	61,265.15	<u> </u>	75,000.00
4420 01.040.00042.4420	TRAVEL AND LODGING	<u> </u>	750.00	4		1,000.00
4440 01.040.00042.4440	TELEPHONE		150,000.00	127,856.45		200,000.00
4470 01.040.00042.4470	TRAINING AND CERTIFICATION		10,000.00	699.00		35,000.00
4550 01.040.00042.4550	CAPITAL EXPENDITURES		250,000.00	258,267.03		455,000.00
4560 01.040.00042.4560	EQUIPMENT MAINTENANCE/LEASES	 $oxed{oxed}$	50,000.00	45,000.00		94,000.00
	TOTAL OPERATING EXPENDITURES	- \$	697,500.00	\$ 626,444.08	\$	1,111,500,00
	BUREAU of INFORMATION TECHNOLOGY TOTAL	\$	832,250.00	\$ 722,587.44	\$	1,252,250.00

	CITY OF SCRANTON 2019 OPERATING BUDGET						
	BUDGETED EXPENDITURES					 	
	GENERAL FUND					+	
	GENERAL FOND		Τ				
		2018		2018	2018	2019	
Account Number	Account Description		Or	perating Budget	(Through 9/30/2018)	Op	erating Budget
Department of Busines	s Administration - #40		 			-	
Bureau of Treasury - #							
4010 01.040.00043.4010	STANDARD SALARY		\$	114,376.08	80,042,48	İ	118,157.1
4040 01.040.00043.4040	OTHER SALARY (MISC)			0.00	1,500.00		-
4070 01.040.00043.4070	LONGEVITY SALARY			2,825.02	-		3,654.8
4080 01.040.00043.4080	OVERTIME SALARY		1	-	-		-
	TOTAL EMPLOYEE COMPENSATION		\$	117,201.10	\$ 81,542.48	\$	121,811.9
			1	-			
4201 01.040.00043.4201	PROFESSIONAL SERVICES		\$	11,250.00	-		13,000.
4250 01.040.00043.4250	ADVERTISING			-	-		-
4290 01.040.00043.4290	STATIONARY/OFFICE SUPPLIES			· -	-		-
4390 01.040.00043.4390	MATERIALS/SUPPLIES (MISC)	,	ļ	8,000.00	9,865.73	<u> </u>	15,000.
4420 01.040.00043.4420	TRAVEL AND LODGING		1	-	•		-
4550 01.040.00043.4550	CAPITAL EXPENDITURES			-	-		
6000 01.040.00043.6000	TAX AND MISC REFUNDS			1,000.00	3,073.30		5,000.
6001 01.040.00043.6001	TAX COLLECTION COMMITTEE EXPENSE			500.00	<u> </u>		500.
	TOTAL OPERATING EXPENDITURES		\$	20,750.00	\$ 12,939.03	\$	33,500.
	BUREAU of TREASURY TOTAL		\$	137,951.10	\$ 94,481.51	\$	155,311.
	DEPARTMENT of BUSINESS ADMINISTRATION TOTAL		\$	11,446,370.01	\$ 8,567,182.85	\$	11,586,310.

CITY OF SCRANTON		-				
2019 OPERATING BUDGET						
BUDGETED EXPENDITURES	***************************************				Ì	
GENERAL FUND						
		2018		2018		2019
Account Description	Op	Operating Budget		(Through 9/30/2018)		Operating Budget
& Community Development (OECD) - #50						
STANDARD SALARY	\$	649,985.32		524,987.88		647,544.4
OECD DEPARTMENT TOTAL (NON-ADDITION TO BUDGET)	\$	649,985.32	\$	524,987.88	\$	647,544.
	2019 OPERATING BUDGET BUDGETED EXPENDITURES GENERAL FUND Account Description & Community Development (OECD) - #50 STANDARD SALARY	2019 OPERATING BUDGET BUDGETED EXPENDITURES GENERAL FUND Account Description Op & Community Development (OECD) - #50 STANDARD SALARY \$ \$	2019 OPERATING BUDGET BUDGETED EXPENDITURES GENERAL FUND 2018 Account Description Operating Budget & Community Development (OECD) - #50 STANDARD SALARY \$ 649,985.32	2019 OPERATING BUDGET BUDGETED EXPENDITURES GENERAL FUND 2018 Account Description Operating Budget (The standard Salary STANDARD SALARY \$ 649,985.32	2019 OPERATING BUDGET BUDGETED EXPENDITURES GENERAL FUND 2018 2018 2018 Community Development (OECD) - #50 STANDARD SALARY \$ 649,985.32 \$ 524,987.88	2019 OPERATING BUDGET BUDGETED EXPENDITURES GENERAL FUND 2018 2018 2018 Community Development (OECD) -#50 STANDARD SALARY \$ 649,985.32 524,987.88

	2019 OPERATING BUDGET BUDGETED EXPENDITURES				+			
	GENERAL FUND	***************************************			_			
Account Number				2018		2018		2019
Account Number	Account Description		Opt	erating Budget	_	(Through 9/30/2018)		Operating Budget
Dept. of Licenses. In	spections & Permits - #51							
	Inspections & Permits - #51							
								
010 01.051.00051,4010	STANDARD SALARY		\$	745,863,37	\top	503,481.77		786,660
040 01.051.00051,4040	OTHER SALARY (MISC)			9,800.00		11,250.00		1,00,00
070 01.051.00051.4070	LONGEVITY SALARY			17,805.01	_	-		19,82
080 01.051.00051.4080	OVERTIME SALARY			3,000.00		709.67	-	3,00
101 01.051.00051.4101	UNIFORM ALLOWANCE (AUTO)			12,500.00		9,092,71		12,50
	TOTAL EMPLOYEE COMPENSATION		\$	788,968.38	\$	524,534.15	\$	821,98
201 01.051.00051.4201	PROFESSIONAL SERVICES							
270 01.051.00051.4270	DUES AND SUBSCRIPTIONS		\$	40,000.00	_	46,610.00		50,00
290 01.051.00051.4290	STATIONARY/OFFICE SUPPLIES				-	-		
390 01.051.00051.4390	MATERIALS/SUPPLIES (MISC)			500.00		129.30	-	50
420 01.051.00051.4420	TRAVEL AND LODGING			500.00	<u> </u>		-	50
470 01.051.00051.4470	TRAINING AND CERTIFICATION			1,000.00		•		1,00
550 01.051.00051.4550	CAPITAL EXPENDITURES			1,000.00		209.00		1,00
570 01.051.00051.4570	MAINTENANCE COMMUNICATION EQUIPMENT			23,000.00		5,725.91		20,00
590 01.051.00051.4590	BUILDING DEMOLITION		ļ	500.00	1_		t	50
000 01:000:10000	TOTAL OPERATING EXPENDITURES		ļ	65,000.00	1	10,252.00		150,00
	TOTAL OF LIVETING EXPENDITURES			131,500.00		62,926.21		223,50
	BUREAU of LICENSES, INSPECTIONS & PERMITS TOTAL		\$	920.468.38	\$	587,460.36	s	1,045,48

	CITY OF SCRANTON 2019 OPERATING BUDGET						
	BUDGETED EXPENDITURES	 		 		+	
	GENERAL FUND	 		-		1	
	GENERAL FUND	1					
		 	2018	+	2018		2019
A	- Account Description	 On	erating Budget		Through 9/30/2018)	Or	erating Budget
Account Number	Account Description	 - Op	crading Dauget		(Intought 5/50/2010)	<u></u>	cracing Dauget
Dept. of Licenses.	nspections & Permits - #51						
Bureau of Building				1			
		Ţ					
4010 01.051.00082.4010	STANDARD SALARY	\$	110,667.12		77,617.30		112,752.79
4040 01.051.00082.4040	OTHER SALARY (MISC)		2,100.00		2,250.00		_
4070 01.051.00082.4070	LONGEVITY SALARY		6,412.35]	-		7,309.97
4080 01.051.00082.4080	OVERTIME SALARY		750,00		615.05		1,000.00
4101 01.051.00082.4101	UNIFORM ALLOWANCE		1,260.00		1,260.00		1,260.00
	TOTAL EMPLOYEE COMPENSATION	\$	121,189.47	\$	81,742.35	\$	122,322.76
4201 01.051.00082.4201	PROFESSIONAL SERVICES	 \$	75,000.00		1,300.00		5,000.00
4210 01,051.00082.4210	SVCES AND MAINT FEE				-		-
4320 01,051,00082,4320	BLDG/REPAIR-SUPPL MAINT		150,000.00		136,556.88	<u> </u>	150,000.00
4360 01.051.00082.4360	SMALL TOOLS/SHOP SUPPL				-		-
4420 01.051.00082.4420	TRAVEL AND LODGING						
4445 01.051.00082.4446	SEWER CHARGES		5,000.00		-		
4447 01.051.00082.4447	UGI - GAS		135,000.00		86,267.01		135,000.0
4448 01.051.00082.4448	PAWC WATER		475,000.00		374,897.84	_	475,000.0
4450 01.051.00082.4450	ELECTRICAL		275,000.00		197,311.06		135,000.0
4465 01.051.00082.446	BUILDING SUPPLIES		1,000.00		-		1,000.0
	TOTAL OPERATING EXPENDITURES	 \$	1,116,000.00	\$	796,332.79	\$	901,000.0
	BUREAU of BUILDINGS TOTAL	 \$	1,237,189.47	\$	878,075.14	\$	1,023,322.7
	DEPARTMENT of LICENSES, INSPECTIONS & PERMITS TOTAL	 \$	2,157,657.85	s	1,465,535.50	\$	2,068,809.3

	2019 OPERATING BUDGET						
	BUDGETED EXPENDITURES						
	GENERAL FUND						
			-	2018	2018		2019
Account Number	Account Description		Ор	erating Budget	(Through 9/30/2018)	(perating Budget
Law Department - #60							
4010 01.060.00000.4010	STANDARD SALARY		\$	215,612.47	145,773.97		274.112.4
4040 01.060.00000.4040	OTHER SALARY (MISC)		1	750.00	· -		-
4070 01.060.00000.4070	LONGEVITY SALARY			-	-		
4080 01.060.00000.4080	OVERTIME SALARY			-	-		-
	TOTAL EMPLOYEE COMPENSATION		\$	216,362.47	\$ 145,773.97	\$	274,112.4
4201 01,060.00000.4201	PROFESSIONAL SERVICES		\$	195,000.00	118,440,30		255,000.0
4210 01.060.00000.4210	SERVICES AND MAINTENANCE FEE			2,000.00		T T	2,000.
4270 01.060.00000.4270	DUES AND SUBSCRIPTIONS			3,950.00	902,00		3,000.
4290 01.060,00000.4290	STATIONARY/OFFICE SUPPLIES			500.00	265.00		500.
4390 01.060.00000,4390	MATERIALS/SUPPLIES (MISC)			500.00	-		500.
4420 01.060.00000.4420	TRAVEL AND LODGING			1,000.00	-		3,500.
4470 01.060.00000.4470	TRAINING AND CERTIFICATION			1,000.00	334.50		3,500.
4550 01.060.00000.4550	CAPITAL EXPENDITURES			3,250.00	-		
	TOTAL OPERATING EXPENDITURES		\$	207,200.00	\$ 119,941.80	\$	268,000.
	DEPARTMENT of LAW TOTAL		\$	423,562.47	\$ 265,715.77	\$	542,112.
		····	+			-	

	CITY OF SCRANTON 2019 OPERATING BUDGET BUDGETED EXPENDITURES						
	GENERAL FUND						
Account Number	Account Description	Оре	2018 erating Budget		2018 (Through 9/30/2018)	Op	2019 erating Budget
Department of Public Bureau of Administra							
4010 01.080.00080.4010 4040 01.080.00080.4040	STANDARD SALARY OTHER SALARY (MISC)	\$	164,741.61 1,500.00		123,855.74 1,500.00		169,193.54 -
4070 01.080.00080.4070 4080 01.080.00080.4080	LONGEVITY SALARY OVERTIME SALARY		7,711.68		-		7,856,86 -
4118 01.080.00080.4118 4120 01.080.00080.4120	HEALTH INSURANCE - DPW UNION LIFE/DISABILITY INSURANCE		2,529,641.97		1,361,937.91		1,773,915.00
4130 01.080.00080.4130	LA.M. PENSION SOCIAL SECURITY		300,344.00 351.100.00	-	340,564.72 291,447,80		455,000.00 350,000.00
4180 01.080.00080,4180	TOTAL EMPLOYEE COMPENSATION		3,355,039.26		2,119,306.17		2,755,965.40
4201 01.080.00080.4201	PROFESSIONAL SERVICES DUES AND SUBSCRIPTIONS	\$	50,000.00		-		10,000,00
4270 01.080.00080.4270 4210 01.080.00080.4210	SERVICES & MAINTENANCE FEE		2,040.00		1,081.32		2,040.00
4290 01.080.00080.4290 4420 01.080.00080.4420	STATIONARY/OFFICE SUPPL TRAVEL AND LODGING		500.00				500.00
4550 01.080.00080.4550 4570 01.080.00080.4570	CAPITAL EXPENDITURES MAINT COMMUNICATION EQUIP		10,000.00 16,500.00		6,399.50 12,345.00	<u> </u>	10,000.00 16,500.00
4576 01.080.00080.4576 6007 01.080.00080.6007	MAINTENANCE SUPER FUND SIGHT FLOOD PROTECTION SYSTEM MAINTENANCE		13,000.00 50,000.00		6,935.80 25,215.63		13,000.00 1,973,900.00
2307 57.555.55555.5551	TOTAL OPERATING EXPENDITURES	\$	142,040.00	\$	51,977.25	\$	2,025,940.00
	BUREAU of ADMINISTRATION TOTAL	\$	3,497,079.26	\$	2,171,283.42	\$	4,781,905.40

2019 OPERATING BUDGET BUDGETED EXPENDITURES GENERAL FUND Account Description ALARY RY (MISC) ALARY ALARY		Opera	2018 rating Budget 112,798.45 2,100.00	2018 (Through 9/30/2018) 69,427.20 750.00	Op	2019 perating Budget
GENERAL FUND Account Description ALARY RY (MISC) ALARY			112,798.45	(Through 9/30/2018) 69,427.20	Op	erating Budget
Account Description ALARY RY (MISC) ALARY			112,798.45	(Through 9/30/2018) 69,427.20	Op	erating Budget
ALARY RY (MISC) ALARY			112,798.45	(Through 9/30/2018) 69,427.20	Or	erating Budget
ALARY RY (MISC) ALARY			112,798.45	(Through 9/30/2018) 69,427.20	Or	erating Budget
ALARY RY (MISC) ALARY			112,798.45	69,427.20	U U	
RY (MISC) ALARY		\$				114 240 7
RY (MISC) ALARY		\$				114 240 7
RY (MISC) ALARY		\$			i i	114 240 7
RY (MISC) ALARY		Ψ				
ALARY						114,340.7
			3,891.04	700.00		3,965.3
			4,500.00	3,327.08		4,500.0
OWANCE			3,128.21	1,831.72		3,000,0
OYEE COMPENSATION		\$	126,417.70	\$ 75,336.00	\$	125,814.0
AL SERVICES		S	69,500.00	47,925.00		69,500.0
MAINTENANCE FEE		-	500.00	461.60		500.0
EŞ-NOT CLASSIFIED			-	-		
			100.00	-		100.0
UPPLIES (MISC)			250.00	244.84		250.0
D CERTIFICATION			1,000.00	50.00		1,000.0
ENDITURES			-	-		-
ATING EXPENDITURES		\$	71,350.00	\$ 48,681.44	\$	71,350.0
NGINEERING TOTAL		\$	197,767.70	\$ 124,017.44	\$	197,164.0
	OFFICE SUPPLIES UPPLIES (MISC) D CERTIFICATION ENDITURES ATING EXPENDITURES	OFFICE SUPPLIES UPPLIES (MISC) D CERTIFICATION ENDITURES ATING EXPENDITURES	OFFICE SUPPLIES UPPLIES (MISC) D CERTIFICATION ENDITURES ATING EXPENDITURES \$	OFFICE SUPPLIES 100.00 UPPLIES (MISC) 250.00 D CERTIFICATION 1,000.00 ENDITURES - ATING EXPENDITURES \$ 71,350.00	OFFICE SUPPLIES 100.00 - UPPLIES (MISC) 250.00 244.84 D CERTIFICATION 1,000.00 50.00 ENDITURES - - ATING EXPENDITURES \$ 71,350.00 \$ 48,681.44	OFFICE SUPPLIES 100.00 - UPPLIES (MISC) 250.00 244.84 D CERTIFICATION 1,000.00 50.00 ENDITURES - - ATING EXPENDITURES \$ 71,350.00 \$ 48,681.44

	2019 OPERATING BUDGET	· · · · · · · · · · · · · · · · · · ·				-	
	BUDGETED EXPENDITURES						
	GENERAL FUND						
			2018		2018	 	2019
Account Number	Account Description		Operating Budget	(Th:	2018 rough 9/30/2018)	0	perating Budge
Account Manuer							Jordania Budgo
Department of Public V	Norks - #80						
Bureau of Highways -	¥83						
1010 01.080.00083,4010	STANDARD SALARY		\$ 1,179,627.24		810,170,85	-	1,244,17
1040 01.080.00083.4040	OTHER SALARY (MISC)		18,200,00		750.00		., ,
4070 01.080.00083.4070	LONGEVITY SALARY		85,387.97				85,87
4080 01.080.00083.4080	OVERTIME SALARY		160,000.00		136,241.42		160,00
4101 01.080.00083.4101	UNIFORM ALLOWANCE		11,340,00		10,920.00		11,34
	TOTAL EMPLOYEE COMPENSATION		\$ 1,454,555.21	\$	958,082.27	\$	1,501,39
						_	
4210 01.080.00083.4210	SERVICES AND MAINTENANCE FEE		-				
4260 01.080.00083.4260	RENTAL VEHICLES & EQUIPMENT		\$ 300,000.00		20,010.80		300,00
4290 01.080.00083.4290	STATIONARY/OFFICE SUPPLIES				-		
4340 01.080.00083,4340	CONSTRUCTION-PAVING MATERIAL		100,000.00		84,310.21		150,00
4350 01.080.00083,4350	PAINT/SIGN MATERIAL		50,000.00		8,362.34		25,00
4370 01.080.00083.4357	PARKS AND RECREATION SUPPLIES		62,000.00		15,769.60		37,60
4390 01.080.00083.4390	MATERIALS/SUPPLIES (MISC) SALT		37,500.00 273,500.00		25,927.39 403.734.07		37,50
4410 01.080.00083.4410 4420 01.080.00083.4420	TRAVEL AND LODGING		2/3,300.00		403,734.07		425,00
4460 01.080.00083.4460	STREET LIGHTING		375.000.00		143,790.14		200,00
4466 01.080.00083.4466	STREET LIGHTING STREET LIGHTING SERVICE / MAINTENANCE		77,500,00		38,170.95	-	60,0
4467 01.080.00083.4467	TRAFFIC SIGNAL ELECTRICITY		77,000,00		00,170.90	- 	90,0
4550 01.080.00083.4550	CAPITAL EXPENDITURES		140,000,00		271.008.69		450,0
4551 01.080.00083.4551	ROADWAY RESURFACING PROGRAM		875,000.00		27 1,000.00		875,00
7001,01,000,0000,4001	TOTAL OPERATING EXPENDITURES		\$ 2,290,500.00	\$	1,011,084.19	\$	2,650,1
	BUREAU of HIGHWAYS TOTAL		\$ 3.745.055.21	\$	1,969,166,46	s	4,151,4

	CITY OF SCRANTON 2019 OPERATING BUDGET	 		-		+	
	BUDGETED EXPENDITURES					+-	
	GENERAL FUND			+-		+	
	- CEREGRA OND	 T		+			
		1	2018		2018	_	2019
Account Number	Account Description	Or	perating Budget		(Through 9/30/2018)		Operating Budget
Department of Public	Works - #80						
Bureau of Refuse - #8	34						
4010 01.080.00084.4010	STANDARD SALARY	 \$	2,175,183.95		1,604,779.24		2,214,426.8
4040 01.080.00084.4040	OTHER SALARY (MISC)		35,000.00		-		1,000.00
4070 01.080.00084.4070	LONGEVITY SALARY		63,641.77	_	-		39,916.6
4080 01.080.00084.4080	OVERTIME SALARY		150,000.00		138,325.65		160,000.0
4101 01.080.00084.4101	UNIFORM ALLOWANCE	į.	19,320.00		19,320.00		19,320.0
	TOTAL EMPLOYEE COMPENSATION	\$	2,443,145.72	\$	1,762,424.89	\$	2,434,663.4
4260 01.080.00084.4260	RENTAL VEHICLES & EQUIP				-		•
4330 01.080.00084.4330	MEDICAL, CHEM, LAB SUP		-		-		-
4390 01.080.00084.4390	MATERIALS/SUPPL (MISC)		1,000.00		20.69		1,000.0
4420 01.080.00084.4420	TRAVEL AND LODGING		1,000.00		-	-	1,000.0
4490 01.080.00084.4490	LANDFILL		1,271,434.74		1,022,808.65		1,300,000.0
4550 01.080.00084.4550	CAPITAL EXPENDITURES		180,000.00		195,000.00		225,000.0
4555 01.080.00084.4555	RECYCLING		-		-		175,000.0
	TOTAL OPERATING EXPENDITURES	\$	1,453,434.74	\$	1,217,829.34	\$	1,702,000.0
	BUREAU of REFUSE TOTAL	\$	3,896,580.46	\$	2,980,254.23	\$	4,136,663.4
				-			

	CITY OF SCRANTON 2019 OPERATING BUDGET					-	
	BUDGETED EXPENDITURES	 				 	
	GENERAL FUND	 		1		i	
		T					
		1	2018		2018		2019
Account Number	Account Description	0	perating Budget		(Through 9/30/2018)		Operating Budget
Department of Public	Morks - #80	1		+		-	
Bureau of Garages - #							
4010 01.080.00085.4010	STANDARD SALARY	 \$	387,664.52	+	224,040.19	-	364,405.11
4040 01.080.00085.4040	OTHER SALARY (MISC)	 Ť	16,800,00	_	2,250,00		-
4070 01.080.00085.4070	LONGEVITY SALARY	\top	23,876,42	_	-		25,510,91
4080 01.080.00085.4080	OVERTIME SALARY		31,201,30	1	20,011.58	1	25,000.00
4101 01.080.00085.4101	UNIFORM ALLOWANCE	1	3,360,00		3,360.00		3,360.00
4101107.300.0000.1107	TOTAL EMPLOYEE COMPENSATION	\$	462,902.24		249,661,77	\$	418,276.02
4201 01.080.00085.4201	PROFESSIONAL SERVICES	 		+	_	-	
4210 01.080.00085.4210	SERVICES AND MAINTENANCE FEE	 	-	┪	-	1	
4220 01.080.00085.4220	CONTRACTED SERVICES	1	750,00	┰	1.831.82	_	2,500.00
4290 01,080,00085,4290	STATIONARY/OFFICE SUPPL		-	+	- 1		-
4301 01.080.00085.4301	GAS, OIL, LUBRICANTS	 	295,000.00	1	323,309.36		340,000.00
4310 01.080.00085.4310	EQUIP/VEHICLE REP/MAINT		325,000.00	\top	267,753.58		325,000.00
4360 01,080,00085.4360	SMALL TOOLS/SHOP SUPPL	1	6,500,00		4,904.57		6,500.00
4390 01.080.00085.4390	MATERIALS/SUPPL (MISC)		49,500.00		29,882.09		49,500,00
4401 01.080.00085.4401	TIRES		109,500.00		62,483.23		109,500.0
4420 01.080.00085,4420	TRAVEL AND LODGING		500.00		-	1	500.00
4550 01.080,00085.4550	CAPITAL EXPENDITURES		25,000.00		20,317.96		70,000.0
4901 01,080,00085,4901	MAINTENANCE (PREVENTATIVE)		7,500.00		3,421.12		7,500.0
	TOTAL OPERATING EXPENDITURES	\$	819,250.00	1	\$ 713,903.73	\$	911,000.00
	BUREAU of GARAGES TOTAL	\$	1,282,152.24	1	\$ 963,565.50	\$	1,329,276.0
	DEPARTMENT of PUBLIC WORKS TOTAL	 \$	12,618,634.87	+	\$ 8,208,287.05	\$	14,596,500.6

	CITY OF SCRANTON 2019 OPERATING BUDGET					Ţ	
	BUDGETED EXPENDITURES	 				1	
	GENERAL FUND	 				-	
	GENERAL FOND	 				-	
		 	2018		2018		2019
Account Number	Account Description	10	perating Budget	(7	hrough 9/30/2018)	· · · ·	perating Budget
Department of Parks a		 	scrating Dauget :	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	111 0 0 0 11 0 7 0 0 12 0 10 7	 	perating Dauget
Bureau of Parks & Rec	rection #400	 +		 		+	
Bureau of Parks & Red	reation - #100	 ┼					
4010 01.100.00000.4010	STANDARD SALARY	\$	407,505.47		289,790.52		444,598.76
4040 01.100.00000.4040	OTHER SALARY (MISC)	1	160,000.00		147,298.99	1	165,000.00
4070 01.100.00000.4070	LONGEVITY SALARY		22,384.68		-		19,985.63
4080 01,100,00000,4080	OVERTIME SALARY		30,000.00		36,017.79		45,000.00
4101 01.100.00000.4101	UNIFORM ALLOWANCE		2,940.00		2,520.00		2,940.00
	TOTAL EMPLOYEE COMPENSATION	\$	622,830.15	\$	475,627.30	\$	677,524.39
					1		
4210 01.100.00000.4210	SERVICES AND MAINTENANCE FEE				-		
4270 01.100.00000.4270	DUES AND SUBSCRIPTIONS						-
4280 01.100.00000.4280	MISC SERVICES-NON CLASSIFIED	 	5,000.00		1,707.03		5,000.00
4290 01.100.00000.4290	STATIONARY/OFFICE SUPPLIES		500.00		70.08	<u>,</u>	500.00
4320 01.100.00000.4320	BLDG/REPAIR-SUPPLY MAINT		15,000.00		6,148.76		15,000.00
4330 01.100.00000.4330	MEDICAL, CHEM, LAB SUP		20,000.00		4,667.80		20,000.00
4360 01.100.00000.4360	SMALL TOOLS/SHOP SUPPLIES		500,00		-		500.00
4370 01.100.00000.4370	PARKS/RECREATION SUPPLIES		1,000.00		-		11,000.00
4420 01.100.00000.4420	TRAVEL AND LODGING		750.00	1			750.00
4530 01.100.00000.4530	PERFORMING ARTS	 	20,000.00		15,675.00		20,000.00
4540 01.100.00000.4540	SPRING/SUMMER PROG	 	3,000.00		2,886.01		3,000.00
4550 01.100.00000.4550	CAPITAL EXPENDITURES		875,000.00	_	83,939.79		875,000.00
	TOTAL OPERATING EXPENDITURES	 \$	940,750.00	\$	115,094.47	\$	950,750.00
	DEPARTMENT of PARKS & RECREATION TOTAL	 \$	1,563,580.15	\$	590,721.77	\$	1,628,274.3
		 		+		-	
		 +					

	CITY OF SCRANTON				
	2019 OPERATING BUDGET				
	BUDGETED EXPENDITURES				
	GENERAL FUND				
			2018	2018	2019
Account Number	Account Description		Operating Budget	(Through 9/30/2018)	Operating Budget
Single Tax Office - #90					
4010 01.090.00000.4010	STANDARD SALARY		\$ 371,038.51	276,795.20	388,937.4
4040 01.090.00000.4040	OTHER SALARY (MISC)		4,500.00	-	-
4080 01.090.00000.4080	OVERTIME SALARY		3,750.00	3,131.90	3,750.0
4119 01.090.00000.4119	HEALTH INSURANCE - SINGLE TAX OFFICE		410,670.98	282,303.11	702,956.0
	TOTAL EMPLOYEE COMPENSATION		\$ 789,959.49	\$ 562,230.21	\$ 1,095,643.4
	TOTAL OPERATING EXPENDITURES			_	-
	SINGLE TAX OFFICE DEPARTMENT TOTAL		\$ 789,959.49	\$ 562,230.21	\$ 1,095,643.4

		CITY OF SCRANTON			1			
		2019 OPERATING BUDGET						
		BUDGETED EXPENDITURES						
		GENERAL FUND					ļ	
		GENEIGALTOND					1	
				2018		2018		2019
	Account Number	Account Description	77	Operating Budget	(Throu	gh 9/30/2018)	Or	erating Budget
	Account Number	7,000,111,000,17,000		- F		3	·	
	NON-DEPARTMENTAL	EXPENDITURES - #401	- - -					
	01,401.10030.4299	ZONING BOARD		18,500.00		12,504,10		25,000,00
	01.401.10060.4299	EVERHART MUSEUM		29,000.00	ì	28,999.98		29,000.00
	01,401,10075,4299	SCRANTON PLAN		60,000.00		10,000,00	·	150,000.00
	01,401,10075,4299	SCRANTON TOMORROW		75,000.00		75,000.00		225,000.00
	01.401.10110.4299	SHADE TREE COMMISSION		95,000.00	,	94,865,49	-	200,000,00
	01.401.10110.4299	ST. CATS AND DOGS	\vdash	10,000.00	· ·	7,070.00	Ì	10,000.00
	01.401.10120.4299	MAYORS 504 TASK FORCE	\vdash	1,000.00		- 1210		1,000.00
		CIVIL SERVICE COMMISSION	\vdash	25,000.00	······································	13,560.46		25,000,00
	01,401.10140.4299	HUMAN RELATIONS COMMISSION		25,000.00	1	10,000.10		1,000,00
	01.401.10150.4299	LHVA TRAIL MAINTENANCE		21,000.00		70,500,00	1	24,000.00
4299	01.401.10155.4299	TOTAL BOARDS, COMMISSIONS, NON-PROFIT CONTRIBUTIONS	╁┼	359,500.00	\$	312,500,03	\$	690,000,00
		TOTAL BUARDS, COMMISSIONS, NOW-PROFIT CONTRIBUTIONS	+++	9 333,300.00	<u> </u>	012,000.00	- 	000,000.00
							ļ	
							<u> </u>	
4299	01.401.15230.4299	TAN SERIES	111	\$ 12,750,000.00		<u>-</u>	\$	12,750,000.00
4299	01,401,15240,4299	TAN SERIES INTEREST	1-1-1	494,850.00		-	\$	465,375.00
4299	01.401.15310.4299	OPER TSF TO DEBT SVC-STREET LIGHTING	Щ	450,058.36		510,000	\$	525,000.00
4299	01.401.15320.4299	OPER TSF TO DEBT SVC-GUARANTEED ENERGY SAVINGS		171,539,33		108,748	\$	144,997.96
	01.401.15324.4299	OPER TSF TO DEBT SVC-FDM REVOLVING AID LOAN		100,000.00		100,000	\$	100,000.00
4299	01.401.15328.4299	OPER TSF TO DEBT SVC-2016 REDEVELOPMENT AUTHORITY SERIES AA	Ш	2,061,662.50		193,331	\$	883,725,00
	01,401,15331,4299	OPER TSF TO DEBT SVC-2019 GO BONDS BUILDING		-		-	\$	1,000.00
4299	01.401.15332.4299	OPER TSF TO DEBT SVC-SERIES OF 2017 GENERAL OBLIGATION REFUNDING		3,234,419.34			\$	3,231,000.00
4299	01,401.15333.4299	OPER TSF TO DEBT SVC-2018 TAXABLE SERIES	<u> 1 1 1</u>	-		-	\$	1,208,252.22
4299	01.401.15338,4299	OPER TSF TO DEBT SVC-2016 REDEVELOPMENT AUTHORITY SERIES A		2,420,500.00		745,250	\$	3,614,000.00
4299	01.401.15339.4299	OPER TSF TO DEBT SVC-SERIES OF 2016 GENERAL OBLIGATION NOTES		1,877,000.00		821,000	\$	1,875,250.00
		TOTAL PRINCIPAL AND INTEREST, LOANS		\$ 23,560,029.53 #	\$	2,478,329.72	\$	24,798,600.18
4299	01.401.15329.4299	OPER TSF TO DEBT SVC-LEASE OF REFUSE PACKERS	Ш	218,147.96		218,147.96	\$	218,147.96
	01.401.15330.4299	OPER TSF TO DEBT SVC-LEASE OF KME ENGINE #4		49,849.00		49,849.00	\$	49,849.00
	01,401,15334,4299	OPER TSF TO DEBT SVC-LEASE OF JOHN DEERE WHEEL LOADER		25,851.02		25,851.02	\$	25,851.02
	01.401.15335.4299	OPER TSF TO DEBT SVC-LEASE OF LAW ENFORCEMENT MGMT SYSTEM		219,557.60			\$	219,557.60
	01.401.15336.4299	OPER TSF TO DEBT SVC-REPUBLIC LEASE OF TURNOUT GEAR		80,000.00		80,000.00	\$	-
	01.401.15337.4299	OPER TSF TO DEBT SVC-ESCO LEASE BUILDING		- "		-	\$	100,000,00
	9 01.401.15340.4299	OPER TSF TO DEBT SVC-LEASE FORD TRUCKS 2016	\top	53,925.94	1	53,925.94	\$	53,925.94
	9 01.401.15341.4299	OPER TSF TO DEBT SVC-PIB LOAN	\top	244,968.88		-	\$	244,811.66
	9 01.401.15342.4299	OPER TSF TO DEBT SVC-LEASE STREET LIGHTING	111	413,345.00		413,345.00	\$	421,476.00
	9 01,401.15343.4299	2018 AERIAL PLATFORM TRUCK LEASE	11	102.156.57		102,156,57	s	102,156.57
	0 0 1,70 1.10070.7233	TOTAL LEASE PAYMENTS	+++	\$ 1,407,801.97	\$	943,275.49	\$	1,435,775.75
	· · · · · · · · · · · · · · · · · · ·	1 V 17 M THE 10 THE 11 V	111			,	Ť	-,,
I		TOTAL INTEREST & DEBT SERVICE	11	\$ 24,967,831.50	\$	3,421,605.21		26,234,375.93

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		CITY OF SCRANTON				
		2019 OPERATING BUDGET				
		BUDGETED EXPENDITURES				
		GENERAL FUND				
				2018	2018	2019
	6	Associat Description	- 			
	Account Number	Account Description		Operating Budget	(Through 9/30/2018)	Operating Budget
		ANITHOTHO!			#	
	01.401.13090.4299	CONTINGENCY		705,799.10	-	\$ 596,904.82
	01.401.13100.4299	OECD CONTINGENCY		45,000,00	22,515.68	150,000.00
4299	01.401.16090.4299	UNENCUMBERED EXPENSES PRIOR YEAR OBLIGATIONS		550,000.00	334,585.65	375,000.00
4299	01.401.16270.4299	COURT AWARDS		350,000.00	106,272.00	725,000.00
4299	01,401.17020.4299	VETERAN'S ORGANIZATION		75,000.00	50,000.00	50,000.00
4299	01.401.17040.4299	OPEB TRUST FUND		150,000.00	-	100,000.00
4299	01,401,17060,4299	TRIPP PARK COMMUNITY CENTER		1,000.00	1,000.00	1,000.00
4299	01.401.17080.4299	TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT		300,000.00	250,000.00	275,000.00
4299	01.401.17100.4299	GRANT MATCH		-	-	860,499.00
		TOTAL UNPAID BILLS / COURT AWARDS / MISC		\$ 2,176,799.10	\$ 764,373.33	\$ 3,133,403.82
<u> </u>		TOTAL NON-DEPARTMENTAL EXPENDITURES		\$ 27,504,130.60	\$ 4,498,478.57	\$ 30,057,779.75
				A 107 07 1 707		
		TOTAL GENERAL FUND EXPENDITURES		\$ 107,674,797.79	\$ 56,607,593.78	\$ 110,058,706.66

Office of the Mount #40		<u>-</u>			
Office of the Mayor - #10	 		<u> </u>		
	2018			2019	
POSITION/TITLE	Total	#		Total	#
MAYOR	\$ 75,000.00	1	\$	75,000.00	
CONFIDENTIAL SECRETARY	\$ 39,085.00	1	\$	39,085.00	
PART-TIME SECRETARY		100			
ADMINISTRATIVE ASSISTANT	\$ 30,000.00	1	\$	30,000.00	····
Department of the Mayor Total	\$ 144,085.00	3	\$	144,085.00	

Department of Public Safety - #11						
Bureau of Police - #71						
		2018	-		2019	
POSITION/TITLE		Total	#		Total	#
1 CONTORNING		T O CO.			1 OLDI	
SUPERINTENDENT OF POLICE	\$	98.357.07	1	\$	100,333,81	1
DEPARTMENT CAPTAIN	\$	90.935.97	1	\$	92,763,73	1
LIEUTENANT OF DETECTIVES	\$	84,075,70	1	\$	85,765,60	1
LIEUTENANT - ADMINISTRATIVE	\$	80,841.94	1	\$	82.466.90	1
LIEUTENANTS	\$	242,525.82	3	\$	247,400.62	3
SUPERVISOR - NARCOTICS DIVISION	\$	77,732.94	1	\$	79,295,30	1
FIRE MARSHALL	\$	77,732.94	1	\$	79,295,30	1
DETECTIVE SERGEANT	\$	310,931.74	4	\$	317,181,20	4
DETECTIVES		1,195,876.37	16	\$	1,219,924,96	16
SERGEANTS-TRAINING	\$	149,484.54	2	\$	152,490,62	2
SERGEANTS		1,112,838.15	15	\$	1,143,679,65	15
JUVENILE PATROLMEN	\$	285,336.19	4	\$	293,250.84	4
CORPORALS	\$	567,869.84	8	\$	575,449.00	8
REGULAR PATROLMEN	\$	5,700,045.63	89	\$	6,032,589,10	89
SCHOOL RESOURCE OFFICERS 1/2 FUNDED BY SSD (6 OFFICERS)		*		<u> </u>	•	
Neighborhood Police Officers Paid by OECD (4 in 2019)	\$	(265,785.32)	(4)	\$	(274,853.00)	(4)
SUBTOTAL POLICE OFFICERS		9,808,799.51	143		10,227,033.63	143
ANIMAL CONTROL OFFICER (a)		58,920.34	2		59,113.30	2
SIT CLERKS		527,404.80	1 <u>5</u> _		537,334.80	15
ADMINISTRATIVE ASSISTANT III- PAYROLL CLERK		38,057.14	1		38,773.68	
GRANT MANAGER/SIT CLERK		48,243.03	1		49,151.22	1
SIT CLERK/CRIMINAL INFORMATION SPECIALIST		44,423.48	1		45,259.80	1
Subtotal - Administrative Support	*****	658,128.45	18		670,519.50	18
Bureau of Police Total	\$	10,525,848.30	163	\$	10,956,666.44	163
* Scranton School District Reimburses the City for salaries & healthcare of 6 officers based on hou	urs spent in the	Schools.				
(a) Animal Control Officer is 1 full-time & 1 part-time	.,					

Department of Public Safety - #11					
Bureau of Fire - #78					
		2018		2019	
POSITION/TITLE		Total	#	Total	#
CHIEF/EMERGENCY MANAGEMENT COORDINATOR	\$	72,228.11	1 1	\$ 84,728.11	1
DEPUTY CHIEF	S	91,081.21	400	\$ 92,911,93	1
ASST. CHIEF	\$	350,312.33		\$ 268,015,19	3
ADMIN, CAPTAIN	\$	82,584.28	. 1	\$ 82,598.37	1
CAPTAIN	\$	1,214,562.91	17	\$ 991,180.44	12
LIEUTENANT	\$	1,167,848.95	17	\$ 1,111,901.13	14
CHAUFFEUR	\$	2,620,173.92	36	\$ 2,443,738.75	32
FIRE INSPECTOR	\$	168,419.38	2	\$ 171,804.61	2
FIRE PREVENTION OFFICER	\$	84,209.69	1	\$ 85,902.30	1
PRIVATE	\$	3,011,400.44	43	\$ 4,545,295.34	71
SAFER GRANT- PRIVATE	\$	675,198.72	14	\$ -	-
MASTER MECHANIC	\$	84,209.69	1	\$ 85,902.30	1
ADMINISTRATIVE ASSISTANT III- PAYROLL CLERK	\$	38,056.98	1	\$ 38,773.68	1
Bureau of Fire Total	\$	9,660,286.61	138	\$ 10,002,752.16	140

Office of City Clerk/City Council - #20				
	2018		2019	
POSITION/TITLE	 Total	#	Total	#
CITY COUNCIL	\$ 62,500.00	5	\$ 62,500.00	5
CITY CLERK	\$ 50,220.00	1	\$ 50,220.00	1
EXECUTIVE ASSISTANT	\$ 38,056.99	1	\$ 38.773.47	1
CONFIDENTIAL SECRETARY	\$ 35,160,38	1	\$ 35,822.32	1
LEGISLATIVE LEGAL ADVISOR (a)	\$ 45,000.00	1	\$ 46,000.00	1
Department of City Clerk / City Council Total	\$ 230,937.37	9	\$ 233,315.79	9
(a) No health care benefits				***************************************

City Controller - #30					
Roseann Novembrino, City Controller					
		2018		2019	
POSITION/TITLE	D/L-	Total	#	Total	#
CITY CONTROLLER	\$	40,000.00	1 \$	40,000.00	1
SOLICITOR TO CONTROLLER	\$	25,092.00	1 \$	25,092.00	1
CONFIDENTIAL SECRETARY/ASSISTANT	\$	32,671.00	1 5		1
DEPUTY CONTROLLER/ADMIN.	\$	39,237.00	1 \$		1
ADMINISTRATIVE ASSISTANT IV -INTERNAL AUDITOR	\$	39,059.58	1 \$	39,794.90	1
PROGRAM MONITOR	\$	34,077.00	1 3 \$		1
PERFORMANCE AUDITOR	\$	38,737.00	1 \$	39,237.00	1
Department City Controller Total	\$	248,873.58	7 \$	250,608.90	7

Department of Business Administration - #40				
Bureau of Administration - #40				
	 2018		2019	
POSITION/TITLE	Total	# _	Total	#
BUSINESS ADMINISTRATOR	\$ 90,000.00	1	95,000.00	
FINANCE MANAGER/ASST. BUSINESS ADMINISTRATOR	\$ 55,900.00	1 3	60,900.00	1
SENIOR ACCOUNTANT	\$ 38,400.00	1 :	38,900.00	1
STAFF ACCOUNTANT	\$ 37,500.00	1 1	\$ 38,500.00	1
FINANCIAL ANALYST	\$ 38,057.00	1 :	\$ 48,961.77	1
ADMINISTRATIVE ASSISTANT III- ACCOUNTS PAYABLE CLERK	\$ 38,057.00	1	\$ 38,773.47	1
ADMINISTRATIVE ASSISTANT IV -PURCHASING CLERK	\$ 39,059.58	1	\$ 39,794.90	1
Bureau of Administration Total	 336,973.58	7	360,830.14	7

Department of Business Administration - #40					
Bureau of Human Resources - #41					
	2018		*****	2019	
POSITION/TITLE	Total	#		Total	#
HUMAN RESOURCES DIRECTOR	\$ 53,500.00	1	\$	56,000.00	1
ADMINISTRATIVE ASSISTANT I-BENEFITS COORDINATOR	\$ 35,160.38	1	\$	35,822.32	1
ADMIN ASSISTANT III- PAYROLL CLERK	\$ 38,057.00	1	\$	38,773.47	1
ADMINISTRATIVE ASSISTANT I-CLERICAL FLOATER	\$ 35,160.38	1	\$	35,822.32	1
WORKER'S COMPENSATION PROGRAM MANAGER	\$ 45,000.00	1	\$	42,500.00	1
Bureau of Human Resources Total	 206,877.76	5		208,918.11	Ę

Department of Business Administration - #40	,			
Bureau of Information Technology - #42				
	2018		2019	
POSITION/TITLE	Total	#	Total	#
DIRECTOR OF INFORMATION TECHNOLOGY	\$ 51,600.00	1	\$ 54,100.00	
INFORMATION TECHNOLOGY MANAGER	\$ 41,150.00	1	\$ 42,900.00	
NETWORK SYSTEMS ASSISTANT	\$ 42,000.00	1	\$ 43,750.00	
Bureau of Information Technology Total	134,750.00	3	140,750.00	

Department of Business Administration - #40				
Bureau of Treasury - #43				
	2018		2019	
POSITION/TITLE	 Total	#	Total	#
CITY TREASURER	\$ 42,560.00	1 \$	45,060.00	1
ADMINISTRATIVE ASSISTANT II- CASHIER	\$ 35,873.39	1 \$	36,548.56	1
ADMINISTRATIVE ASSISTANT II - ASSISTANT CASHIER	\$ 35,873.39	1 \$	36,548.56	1
Bureau of Treasury Total	\$ 114,306.78	3 4	118,157.12	3
Department of Business Administration Total	\$ 792,908.12	18	828,655.37	18

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Office of Economic and Community Development - #50							
Bureau of Administration							
	-						
		2018			2019		
POSITION/TITLE		Total	#		Total	#	
						·	
EXECUTIVE DIRECTOR	\$	52,152.00	1	\$	52,152.00		
DEPUTY DIRECTOR	\$	43,000.00	1_	\$	44,500.00		
DIRECTOR OF FINANCE & COMPLIANCE	\$	43,000.00	1	\$	43,000.00		
DIRECTOR OF HOUSING/ADA COMPLIANCE	\$	34,491.00	1	\$	36,991,00		
SOLICITOR	\$	52,500.00	1	\$	52,500.00		
ADMINISTRATIVE ASSISTANT III-FINANCIAL ANALYST	\$	39,057,00	1	\$	38,773.47		
HOUSING SPECIALIST	\$	36.000.00	1	\$	36,000.00		
ADMINISTRATIVE ASSISTANT	\$	28,000.00	1	\$	50,000.00		
PUBLIC SERVICE/ESG SPECIALIST *	\$	28.000.00	1	S	29,500.00		
EQUAL OPPORTUNITY SPECIALIST *	\$	28.000.00	1	\$	43,000.00		
,				 -	10,000.00		<u> </u>
Bureau of Administration Total	\$	384,200.00	10	\$	376.416.47		
					51,5,1,0,1,		—,
non-addition to budget	n	on-addition to bu	ıdaet		non-addition to	hudget	
			g	100		<u> Juager</u>	
*Construction/ADA Specialist & Economic Development/Relocation Specialist position became Housing Specialist							
*Economic Development/Relocation Specialist position became Administrative Assistant							
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Office of Economic and Community Development - #50				 -			
Bureau of Neighborhood Police - #515				<u> </u>		·	
Bareta di Neigriborno di Grice 4 #5 [5							
		0040		<u> </u>			
POSITION/TITLE		2018		<u> </u>	2019		
POSITION/ITLE		Total	#		Total	#	
NEIGHBORHOOD POLICE OFFICERS	- s	265,785,32	4	\$	271.128.00		
	 	200,700.02		-	27 1,120.00		- 4
Bureau of Neighborhood Police Total	\$	265,785,32	4	\$	271,128,00		
			-	, T	27 17 120,00		
OECD Department Total	\$	649,985.32	14	\$	647,544.47		1
non-addition to budget	п	on-addition to bu	ıdget		non-addition to	budget	
	í		19	à			

Dept. of Licenses, Inspections & Permits - #51				
Bureau of Licenses, Inspections & Permits - #51	······			

	2018		2019	
POSITION/TITLE	Total	#	Total	#
DIRECTOR	\$ 46,760.00	1	\$ 46,760.00	
Deputy Director	\$ 42,535.00		\$ 42.535.00	
ADMINISTRATIVE ASSISTANT I- PERMIT CLERK	 70,320.76		\$ 71,644,64	2
ELECTRICAL INSPECTOR			\$ -	
PLUMBING INSPECTOR	-		\$ -	-
MECHANICAL INSPECTOR	39,839,49	-0.00	\$ 40,589.59	1
WEIGHTS & MEASURES	38,920.34		\$ 39,653.13	1
ADMINISTRATIVE ASSISTANT I	35,160.38	4850	\$ 35,822,32	1
ENFORCER OF LICENSES	38,920.34		\$ 39,653.13	
ZONING OFFICER/CODE ENFORCER	37,500.00		\$ 37,500.00	
CONFIDENTIAL SECRETARY ZONING/PLANNING			\$ 30,000.00	
HOUSING INSPECTORS	194,601,70		\$ 198,265.65	5
HOUSING/HEALTH INSPECTOR	38,920.34		\$ 39,653.13	1
RENTAL REGISTRATION ASSISTANT/housing inspector	77,840.68	2	\$ 79,306,26	
CITY PLANNER	45,624.00		\$ 45,624.00	1
HEALTH INSPECTOR	38,920.34		\$ 39,653.13	1
Bureau of Licenses, Inspections & Permits Total	\$ 745,863.37	19	\$ 786,660.00	20

Dept. of Licenses, Inspections & Permits - #51 Bureau of Buildings - #82	 			
	2018		2019	
POSITION/TITLE	Total	#	Total	#
MAINTENANCE	\$ 38,920.34	1	39,653.13	
JANITOR	\$ 71,746.78	2 5	73,099.66	2
Bureau of Buildings Total	\$ 110,667.12	3 3	112,752.79	
Department of Licenses, Inspections & Permits Total	\$ 856,530.49	22	899,412.79	23

Law Department - #60				
	2018		2019	
POSITION/TITLE	 Total	#	Total	#
CITY SOLICITOR	\$ 64,500.00	1 8	69,500.00	1
FIRST ASSISTANT CITY SOLICITOR (full time)	\$ 44,500.00	- \$	-	_
ASSISTANT CITY SOLICITOR	\$ -	1 \$	35,000.00	1
ASSISTANT CITY SOLICITOR	\$ 35,000.00	1 \$	35,000.00	1
PROJECT MANAGER	\$ 	- \$	35,000.00	1
TAX OFFICE SOLICITOR	\$ -	- 🔡 S	25,000.00	1
CONFIDENTIAL SECRETARY	\$ 32,615.38	1 S	34,615,38	1
CONFIDENTIAL SECRETARY	\$ 38,997.09	1 5		1
Department of Law Total	\$ 215,612.47	5 \$	274,112.47	7

Department of Public Works - #80	 			
Bureau of Administration - #80				
	 2018		 2019	
POSITION/TITLE	Total	#	Total	#
DIRECTOR	\$ 51,875.00	1	\$ 54,375.00	1
RECYCLING COORDINATOR	\$ 35,749.95	1	\$ 36,249.95	1
ADMINISTRATIVE ASSISTANT IV	\$ 39,059.67	1	\$ 39,794.90	1
ADMINISTRATIVE ASSISTANT III- PAYROLL CLERK	\$ 38,056.99	1	\$ 38,773.68	1
Bureau of Administration Total	\$ 164,741.61	4	\$ 169,193.54	

Department of Public Works - #80				
Bureau of Engineering - #81			 	
	2018		 2019	
POSITION/TITLE	Total	#	Total	#
PAVE CUT INSPECTOR	\$ 38,920.39	1	\$ 39,653.13	
FLOOD CONTROL PROJECT COORDINATOR	\$ 28,999.98	1	\$ 28,999.98	
FLOOD CONTROL MAINTENANCE	\$ 44,878.08	1	\$ 45,695.66	wn
Bureau of Engineering Total	\$ 112,798.45	3	\$ 114,348.77	

Department of Public Works - #80	 	際		
Bureau of Highways - #83		• • • •	 	
	2018		 2019	
POSITION/TITLE	Total	#	Total	#
HEAVY EQUIPMENT OPERATOR/CRAFTSMEN	\$ 92,430.62	2	\$ 94,173.58	2
HEAVY EQUIPMENT OPERATOR/LEADER	\$ 184,861.24	• 4	\$ 188,347.16	4
CHAUFFEUR	\$ 317,766.17	7	\$ 323,635.44	. 7
REPAIRMAN	\$ 313,488.84	7	\$ 319,184.78	7
DISPATCHER	\$ 44,878.08	1	\$ 45,695.66	1
MAINTENANCE/CRAFTSMAN LEADER	\$ 46,631.73	. 1	\$ 47,520.02	1
TREE TRIMMER	\$ 46,215.31	1	\$ 47,086.79	1
SWEEPER OPERATOR/CHAUFFEUR	\$ 45,829.47	1	\$ 46,685.38	1
STONE-BRICK LAYER MASON	\$ 45,629.79	1	\$ 46,477.68	1
TRAFFIC/SIGN MAINTENANCE	\$ 41,895.98	1	\$ 85,369.62	2
Bureau of Highways Total	\$ 1,179,627.24	26	\$ 1,244,176.11	27

Department of Public Works - #80	1				
Bureau of Refuse - #84			·		
		2018		2019	
POSITION/TITLE		Total	#	Total	#
FOREMAN LEAD	\$	46,587.30	1 8	47.087.30	1
FOREMAN ASSISTANT	\$	44,000.00	1 9	45,000.00	1
OPERATOR LEADER	\$	600,799.03	13 \$	612,128.27	13
COLLECTOR LEADER	\$	45,419.50	1 9		1
COLLECTOR	\$	1,208,748.42	27 \$	1,230,701.04	27
DISPATCHER	\$	44,768.46	1 \$	45,581.52	1
RECYCLING CHAUFFEUR	\$	184,861.24	4 \$	188,347.16	4
Bureau of Refuse Total	\$	2,175,183.95	48	2,214,426.81	48

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Department of Public Works - #80						
Bureau of Garages - #85						
				<u></u>		
	2018		2019			
POSITION/TITLE		Total	#		Total	#
AUTO REPAIRMAN-LEADER	\$	93,263.46	2	\$	95,040.04	2
EQUIPMENT / VEHICLE MAINTENANCE	\$	46,631.73	1	\$	47,520.02	11_
TIRE-EQUIPMENT REPAIR/HELPER	\$	45,250.40	1	\$	46,083.06	1
PARTS MANAGER/AUTO REPAIR/PA STATE VEHICLE INSPECTOR	\$	45,925.98	1	\$	46,785.74	1
MOTOR VEHICLE REPAIR	\$	42,197.75	. 1	\$	42,992.09	1
MECHANIC	\$	42,197.75	1	\$	42,992.09	1
MECHANIC DIESEL	\$	42,197.75	1	\$	42,992.09	1
Bureau of Garages Total	\$	357,664.82	8	\$	364,405.11	8
Department of Public Works Total	\$	3,990,016.07	89	\$	4,106,550.34	90
Department of Parks & Recreation - #100						
Burearu of Parks & Recreation - #100						
		2018			2019	
		Total	#		Total	#
POSITION/TITLE		i Otai	**		IOLAI	<i>TT</i>
PARKS AND RECREATION DIRECTOR	\$	49,000.00	1	\$	49,500.00	1
PARKS AND RECREATION ASSISTANT	\$	-	-	\$	30,000.00	1
PROJECT ADMINISTRATOR		42,704.27	1	\$	43,508.10	1
POOL OPERATORS / GROUNDSKEEPER	\$	89,939.62	2	\$	91,582.26	2 3
PARKS & RECREATION GROUNDSKEEPER	\$	134,305.38	3	\$	136,744.56	3
FACILITY MAINTENANCE / GROUNDSKEEPER	\$	91,556.20	2	\$	93,263.84	2
Department of Parks & Recreation Total	\$	407,505.47	9_	\$	444,598.76	10
				1		

Single Tax Office - #90 (a)						
	2018 ~		2019			
POSITION/TITLE	Total	#	Total	#		
COLLECTOR OF TAXES	\$ 26,650.00	1	\$ 26,650.00	1		
CONTROLLER	29,500.00	1_	29,500.00	1		
LEAD CASHIER	20,566.31	1	20,566.31	1		
CASHIER	19,476.12	1_	19,476,12	1		
CASHIER	19,476.12	1	19,476.12	1		
LEAD AUDITOR	21,111.40	1	21,111.40	1		
LEAD CLERK	19,476.12	1	19,476.12	1		
LEAD AUDITOR	21,111.40	1	21,111.40	1		
LEAD AUDITOR	21,111.40	1	21,111.40	1		
AUDITOR (b) (Cashier)	38,952.24	1	38,952.24	1		
CLERK	18,385.94	1	18,385.94	1		
AUDITOR	19,476.12	1	19,476.12	1		
AUDITOR	-	- 1	20,364.90	1		
CLERK	18,385.94	1	19,464.80	1		
CLERK	18,385.94	1	15,439.50	1		
AUDITOR	19,476.12		18,877.78	1		
CLERK	18,385.94	1	18,385.94	1		
LEAD AUDITOR	21,111.40	1	21,111.40	1		
Single Tax Office Department Total	\$ 371,038.51	17	\$ 388,937.49	18		
(a) Salaries are paid 50% by the City and 50% by the Scranton School District.						
(b) Full Time City employee						

	2018	2018		2019	
	Total	#		Total	#
Total City of Scranton Budgeted Payroll (a)	\$ 27,443,641.99	480	\$	28,529,695.51	488
(a) Does not include OECD Payroll					

GRA Consulting

September 28, 2018

Mr. David Bulzoni
Business Administrator
City of Scranton
Department of Business Administration
City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: The City's Self-Insured Workers' Compensation Program

Reserve Analysis and Loss Forecast, Self-Insurance Renewal Application

Dear Mr. Bulzoni:

Gary R. Abramson, Casualty Actuarial Services ("GRA Consulting") has been retained by The City of Scranton to evaluate outstanding losses for the City's workers' compensation self-insurance program as of August 31, 2018. This analysis has been conducted to assist the administration of the City with their financial reporting requirements as well as to assist the City in their self-insurance renewal application process with the PA Bureau of Workers' Compensation.

By using the loss experience of The City of Scranton in combination with the City's own development patterns weighted with those patterns as promulgated by the Pennsylvania Bureau of Workers' Compensation, GRA Consulting has estimated the total discounted outstanding liabilities as of August 31, 2018 to be \$17,610,046. As displayed on Exhibit 4, this amount represents the sum of estimated outstanding losses discounted for future investment earnings at an annual rate of 3.00 percent.

This is a decrease of approximately \$4.75Million over the prior report. The predominant impacts are twofold:

- 1. A quarter point increase in the discount rate to 3.0% resulted in an approximate \$400,000 savings when discounting the outstanding obligations of the City, and
- 2. The introduction of loss development factors based upon the experience of the current TPA PMA. These new tables and resultant development factors were weighted 50/50 with the City's pre-2012 factors prior to weighting that result with those of the Bureau of WC. The PMA factors were on average a 14.5% decrease on the reported loss side while the PMA paid factors, when compared to the City's pre-2012 factors were on average 45 to 70% lower.

Mr. David Bulzoni 9/28/2018 Page 2 of 2

The goal is to phase out the older pre-2012 City development tables over the next two program years and rely exclusively on a PMA & Bureau weighted factor only.

Exhibit 5 details the level of anticipated, expected claims and claims expense expenditures for the 2019 calendar year, which total \$2,916,421. This is approximately \$400,000 less than the prior review. During this analysis we have increased the credit taken to arrive at a reasonable mid-point estimate, one that aligns very closely with the actual cash paid out in claims and related claims expenses over the previous three program years.

We had a prior history of overstating the expected payouts due to two issues: the selected paid loss development factors continued to overestimate the ultimate final costs, and, two, the Bureau's position that the starting point of this exhibit should be estimated ultimate losses by program year that reflect zero potential reinsurance recoveries for any year regardless of whether or not the providing carrier is viewed as qualified or not. This has been the Bureau's position since November of 2005. We believe we have taken appropriate steps to better estimate the expected outlay for the upcoming calendar year.

The Bureau's position continues to be that the estimated ultimate losses used in Exhibit 5 to project the upcoming cash payouts in 2019 be gross of any reinsurance recoverable. As an example of the impact of this position on projecting future outlays, we have estimated that this position results in an overstatement of the expected cash payout during 2019 for the Wilding claim alone of approximately \$105,000.

Finally, as outlined in Table A, combining the expected claims to be paid in 2019 with the other expenses of the Fund as provided by the Business Administration staff, the total expenditures to the Fund for 2019 are anticipated to be \$3,300,718.

Should you have any questions or need for further clarification, please do not hesitate to contact me at (908) 642 - 3031. One original of this report and one working copy for the reinsurance company have been provided. In the interest of complying with the PA WC Bureau's request for a timely review of the actuarial report, I have forwarded an original of this report to Lac Longson, Actuary, PA Bureau of Workers' Compensation in Harrisburg.

The invoice for our services has been included in a separate cover within this mailing.

Sincerely,

Gary R. Abramson, ACAS, MAAA

Consulting Actuary

GRA: Scranton cover September 28 2018.doc

GRA Consulting

September 28, 2018

Mr. Lac Longson Actuary Commonwealth of Pennsylvania Department of Labor & Industry Self-Insurance and Safety Division Bureau of Workers' Compensation 1171 S. Cameron Street Harrisburg, PA 17104-2501

RE: The City of Scranton

Pennsylvania Self-Insurance Renewal Application Security Requirements

Dear Mr. Longson:

Gary R. Abramson, Casualty Actuarial Services ("GRA Consulting") has been retained by The City of Scranton to evaluate outstanding losses for the City's workers' compensation self-insurance program. This analysis has been conducted to assist the administration of the City with their annual renewal application establishing security requirements with the Pennsylvania Bureau of Workers' Compensation, Self-Insurance and Safety Division.

By using the loss experience of The City of Scranton in combination with their own historical development patterns, weighted with Pennsylvania statewide development patterns as promulgated by your Department, GRA Consulting has estimated the total discounted outstanding liabilities as of August 31, 2018 to be \$17,610,046. As displayed on Exhibit 4, this amount represents the sum of estimated outstanding losses discounted for future investment earnings at an annual rate of 3.00 percent.

The attached Table A summarizes the projected expenditures for the City's self-insured workers' compensation program for the calendar year commencing January 1, 2019. It includes estimates of the cost of claims and claim expense payments (gross of any anticipated reinsurance recoveries), claims administrative costs, general self-insurance costs and the Trust Fund operating expenses. The development of the claims liability expenses is explained within the attached synopsis; otherwise the expenses associated with 2019 are as estimated by The City based upon expected outlays. As displayed within this table, the projected annual expenditures for calendar year 2019 for all categories combined is \$3,330,718.

If you should have any questions, please do not hesitate to call me at (908) 642-031.

Sincerely,

Gary R. Abramson, ACAS, MAAA Consulting Actuary

Enclosures

GRA: DOC: SCRANTON_SMRY_8.31.18.DOC cc: David Bulzoni, Business Administrator

The City of Scranton Worker's Compensation

Table A

Projected Annual Expenditure Amounts <u>Calendar Year 2019</u>

Category	<u>Amount</u>
Claims Liability - midpoint of reasonableness range (Losses & ALAE payments, from Exhibit 5)	\$2,916,421
Claims Administrative Expense (PMA Claims Services annual services fee)	\$71,000
3. General Self-Insurance Expenses (Excess Reinsurance, Risk Mgmt Services, Loss Control & Special Assessments)	\$286,797
Trust Operating Expenses (Trust Fund fees including investment, accounting and actuarial services)	<u>\$56,500</u>
Total Projected Annual Expenditures (January 1, 2019 through December 31, 2019)	\$3,330,718

THE CITY OF SCRANTON Workers' Compensation

SYNOPSIS OF PROCEDURES

The general thrust of this analysis has involved the estimation of expected ultimate losses by program year. This is accomplished in the following fashion.

For all historical injury periods, loss development factors as promulgated by the PA Bureau of Workers' Compensation, Self-Insurance and Safety Division, are combined with the historical development patterns of The City and then applied to the most recent evaluation of losses. This link ratio approach results in the estimation of ultimate losses by program year.

This methodology parallels that employed by the Bureau with the following exceptions:

- (1) Individual large losses, if necessary, are capped at their respective per occurrence retentions, subject to the reinsurance in-force being that as provided by a licensed carrier with a financial rating of at least B+,
- (2) Reported and paid loss development procedures are utilized prior to selecting ultimate loss estimates which are based upon a 60/40 weighted average of the two procedures, and
- (3) The estimated outstanding losses as of the date of evaluation are discounted to a present value basis utilizing the underlying payment pattern of the specific losses at a yield rate representative of the U.S. 30 year Treasury Bond in effect at the time of evaluation, as specified in the PA Bureau of Workers' Compensation, Self-Insurance and Safety Division Regulations, § 125.9 (f).

A detailed explanation of the exhibits and analysis follows.

EXHIBIT 1

Sheet 1 of this exhibit provides a summary of the loss experience under analysis. The experience is that as provided by the PMA Companies, evaluated as of August 31, 2018. PMA assumed all claims administrative responsibilities from PA Claims Services as of March 1, 2013. The data displayed is the collective experience of all previous TPA's as provided to and assimilated by PMA. A comparison of the losses for accident years up through and including 2017/18, will show that during the previous twelve months, the program paid out \$2,378,687 in claims and related expenses, while the reported losses increased by approximately \$1,632,000 over the same time frame. This implies a decrease in the outstanding losses for the City's self-insured program of approximately \$745,000 for policy years up through and including 2017/18. This data has not been audited for accuracy but has been reviewed for reasonableness and consistency.

Sheet 2 of this exhibit provides basic exposure information in the form of number of employees and payroll for the current, prospective and twenty-one historical program periods. Trends in the average annual wage per employee are displayed for each year and for the collective annual history overall.

EXHIBIT 2

Exhibit 2 presents the development of the estimated ultimate losses for the respective accident periods.

Three versions of Exhibit 2 are presented – ultimate losses projected on a fully unlimited basis; ultimate loss projections limited to each policy periods specific per occurrence retention; and ultimate losses limited by the specific per occurrence retention for those reinsurers who have been approved by the Bureau as responsive reinsurers for the time periods under review.

The estimated losses of Exhibit 2, Sheets 2 & 3 have been presented on a limited basis. Excess insurance purchased by the City effectively limits the impact of any large loss to a specific per occurrence retention underlying the program. Column (F) identifies the critical large loss amount by accident period. Any reported claim at or exceeding this limit would effectively be subject to a special capping procedure, thereby limiting its impact on the overall obligations of the City. As of this valuation, 62 individual claims meet this criterion. This is a decrease of three (3) critical value claim from the prior August 2017 analysis.

From Sheet 3 of this exhibit, when the large claims are removed from this capping procedure due to the unlikely recovery of any reinsurance recoverables due from Frontier Insurance for program years 1995 and 1996 and the General Reinsurance Pappy Plan of late 1990-93, the number of critical claims declines to 32 overall. When comparing sheets 2 & 3 of this exhibit, the impact of the unresponsive reinsurance can be estimated at approximately \$6.3 Million. It is Sheet 3 of this exhibit that forms the basis of the final analysis for this review.

The selected expected ultimate losses of this exhibit are based upon a 60/40 weighted average between the two loss development methodologies employed – reported & paid. Due to the influence of the City's previous and highly successful buyout program of older, open claims, it is anticipated that the estimate based solely upon paid losses would overstate the true underlying ultimate losses by program period. Therefore, while it is likely that the true ultimate losses by year will lie somewhere between the estimates developed by the two methodologies, it is expected that they will probably be more closely aligned with those of the reported methodology. This weighting methodology will need to be closely monitored on an ongoing basis to properly reflect the reserving and payment practices of the current TPA.

Development of the selected loss development factors utilized in the projection of ultimate losses for this exhibit is explained in greater detail in the commentary underlying Appendix A.

EXHIBIT 3

Exhibit 3 develops estimated ultimate losses for the current and prospective program years by extending loss-per-exposure estimates from prior accident periods. Various averages are displayed on this exhibit and the selected average attempts to balance responsiveness to current trends with the stability inherent in reviewing several years of experience. The selected average loss rate, per \$100 of payroll, is then multiplied by the estimated payroll base for the individual years, to yield estimated expected ultimate losses for the current, relatively immature March 1, 2018 - February 28, 2019 program year as well as the forecasted results for the March 1, 2019 - February 29, 2020 accident period. The selected loss rate for accident year 2018/19 was reduced by \$1.50 to \$12.00 overall, reflective of improving ultimate loss projections relative to increases in payroll.

Loss trends utilized in this exhibit are selections based upon insurance industry averages. The City's actual wage trend over the previous twenty years led to a half point increase in the wage trend underlying this exhibit. To the extent that the City's actual underlying trend are different, a slight bias in the estimate may result. However, the excess insurance purchased by the City should limit the impact of this risk, at least from a severity viewpoint.

EXHIBIT 4

Exhibit 4 develops the estimated outstanding losses as of August 31, 2018 on both a nominal basis and a discounted basis. The estimated outstanding losses as of August 31, 2018 are calculated by subtracting the paid losses as of that date from the estimate of the limited ultimate losses derived in Exhibit 2, Sheet 3 and Exhibit 3 for program year 2018/19. The discounted outstanding losses of this exhibit were produced through the application of discount factors derived based upon the prevailing 30 year U.S. Treasury Bond rate in effect as of August 31, 2018 and the underlying payment pattern for the specific losses. In addition, there are ten large claims in the 1986/87-1988/89 program years plus another fourteen in the 1999/2000 through 2004/2005 program years as identified in Appendix B with paid to date amounts in excess of their underlying retention. Since Exhibit 2 has already limited these claims to a maximum of the underlying retention, any excess payments have to be backed-out in order to eliminate a double credit for reinsurance recoverable.

The discounted outstanding loss as calculated within Exhibit 4 is approximately \$4.7Million less than the prior analysis (an approximate 20% improvement). \$400,000 of this improvement is due to a quarter point increase in the selected interest rate used to discount the outstanding obligations. The remaining \$4.3M improvement is due to the loss development factors used to projected ultimate losses. The City's own pre 2012 factors are now weighted equally with the current TPA PMA exclusive factors for the previous four program years. The new weighted City factors are then averaged with those as promulgated by the PA Bureau of WC.

EXHIBIT 5

Exhibit 5 develops a projection of the calendar year 2019 expected claims payments, including allocated claims expenses, for each program year under review. This exhibit simply extrapolates from the unlimited ultimate losses as previously derived for the anticipated annual expenditures commencing January 1, 2019. The projection is based upon the underlying paid loss development patterns that underlie the development of the ultimate losses by program year (attached as Appendix A, Sheets 1-5). By converting the cumulative paid factors into a percentage of losses paid at a given maturity and then comparing that percentage twelve months later, a percentage of losses expected to be paid in the upcoming twelve months can be calculated. The subsequent multiplication across program years yields an anticipated annual expenditure for calendar year 2019 of \$3,645,526. This figure is inclusive of allocated claims expenses since they are contained within the underlying loss data as presented by PMA Companies for this analysis and is further presented gross of any anticipated reinsurance recoveries.

A review of prior years' payouts has shown that this method had generally overstated the projected claims payments for the upcoming twelve months by upwards of \$500,000 to \$1,000,000. The reasoning is two-fold: historical paid development factors are overly conservative based upon the impact of historical buyout programs and the ultimate losses used to project the upcoming payments do not reflect potential reinsurance recoveries.

During this review, we have somewhat smoothed the impact of the historical paid loss development overstatement, yet the results of the ultimate loss projections of Exhibit 2 still show the estimates based upon the paid loss projections only are 15% to 20% higher than those of the reported methodology. Also, the unlimited expected losses in this exhibit do not reflect any potential recoveries from responsible reinsurers. It is estimated that \$4.2M of reported losses on large claims is currently excess of the various underlying self-insured retentions and that \$3.2M of paid losses are currently excess of underlying self-insured retentions and are expected to be covered by those same responsible reinsurers.

Our mid-point of a reasonable range of estimates (\$2,916,421) results in a 20% decrease in expected costs. This selected mid-point is slightly in excess of the actual annual average payout of the past three program years of approximately \$2,889,000 and is approximately \$500,000 larger than the actual average annual payout for the latest two program years. Based upon the average monthly payments over the past thirty-six months (\$240,000), the \$2.916M midpoint appears to be reasonable and adequate.

APPENDIX A

Appendix A presents the analysis of historical loss development patterns utilizing a variety of curve fitting techniques and display's various goodness of fit tests. Pennsylvania WC Bureau development patterns for paid and reported losses and reported claim counts have been used to supplement the City's own experience. The City's own loss development patterns are displayed in the triangulations of Sheets 1-2 & 6-7, for paid and reported losses respectively. Newly added this year is the City's own development experience for the past four evaluations as administered by their current TPA PMA. These are displayed as Sheets 1A-2A and 6A-7A.

PMA has been the current TPA for five and one half years and continues to aggressively settle claims and establish reasonable reserves. As such, PMA's loss development patterns could be argued as the most responsive to current conditions. However, due the somewhat limited experience of PMA (four diagonals, three point to point observations), we are currently not willing to completely exclude the large experience of the older, mixed TPA triangles through August 31, 2011. Therefore, with this review we have weighted the City's older experience and that of PMA equally (50/50) prior to weighing that result 50/50 with the factors as promulgated by the Bureau for Public entities.

Various averages of the development factors are shown, as are those of the PA Bureau of WC. The selected development factors attempt to weigh the responsiveness of the City's own experience with the stability inherent in those of the collective insurance industry in the Commonwealth of Pennsylvania for Industry Grouping 16, Public Administration entities.

The methodology described above results in final selections of paid and reported loss development factors that have declined significantly over the prior valuation. They will need to be closely monitored going forward but the expectation is that they will reach a plateau and level out over the coming one or two evaluations.

APPENDIX B

Appendix B, Sheet 1 presents the derivation of the critical reported loss amounts necessary to identify current large losses that would require special treatment under various per claim retention programs.

These critical loss amounts were used during a review of individual large losses of the City as detailed through a PA Claims Statement of Losses valued as of August 31, 2018. As mentioned previously, currently sixty-two losses meet or exceed these critical amounts and are displayed individually by program year within Sheets 2 through 5 of this Appendix.

APPENDIX C

Appendix C presents the derivation of discount factors used in discounting each accident periods' outstanding liabilities. This exhibit utilizes a discount rate of 3.00% per annum in combination with the selected payment pattern underlying the paid losses. The discount rate is representative of the effective yield as of August 31, 2018 for 30 year US Treasury Bonds.

The City of Scranton Summary of Historical Loss Experience As of August 31, 2018

Accident	Maturity	Num	ber of Clair	-	Paid Losses	Reported
<u>Year</u>	(months)	Closed	<u>Open</u>	<u>Total</u>	(Net of Subro)	Losses
00/5/70 00/00/00	4~+4	-		0	£4 000 400	#4 200 E40
03/01/79-02/28/80	474	5	1	6 7	\$1,289,463 \$1,796,032	\$1,302,549
03/01/80-02/28/81	462	6 6	1 1	7	\$2,190,958	\$1,856,328 \$2,271,537
03/01/81-02/28/82	450 438	8	1	9	φ2, 190,956 \$742,891	\$818,375
03/01/82-02/28/83	436 426	2	1	3	\$1,648,772	\$1,755,155
03/01/83-02/28/84		5	0	5	\$134,535	\$1,755,155 \$134,535
03/01/84-02/28/85	414	4	0	4	\$1,307,618	\$1,307,618
03/01/85-02/28/86 03/01/86-02/28/87	402 390	1	2	3	\$1,430,110	\$1,539,292
03/01/87-02/28/88	378	8	1	9	\$2,435,028	\$2,468,444
03/01/88-02/28/89	366	4	5	9	\$3,169,758	\$3,802,964
03/01/89-02/28/90	354	11	0	11	\$2,001,581	\$2,001,581
03/01/90-02/28/91	342	18	2	20	\$2,801,020	\$3,155,306
03/01/90-02/28/92	330	114	4	118	\$5,607,310	\$5,873,789
03/01/92-02/28/93	318	203	0	203	\$5,270,593	\$5,270,597
03/01/93-02/28/94	306	178	3	181	\$7,692,800	\$7,921,544
03/01/94-02/28/95	294	194	0	194	\$1,815,475	\$1,815,480
	282	274	3	277	\$6,893,909	\$6,948,088
03/01/95-02/28/96 03/01/96-02/28/97	202	274	2	223	\$2,593,909	\$2,762,008
03/01/97-02/28/98	258	235	1	236	\$2,272,356	\$2,295,059
03/01/98-02/28/99	246	233	o	221	\$2,236,204	\$2,236,210
03/01/99-02/28/00	234	233	0	233	\$2,026,959	\$2,026,957
03/01/00-02/28/01	222	194	0	194	\$1,751,046	\$1,751,054
03/01/01-02/28/02	210	191	0	191	\$2,505,028	\$2,505,031
03/01/02-02/28/03	198	206	3	209	\$5,648,116	\$5,710,713
03/01/03-02/28/04	186	150	2	152	\$1,577,411	\$1,971,874
03/01/04-02/28/05	174	149	1	150	\$3,088,823	\$3,107,366
03/01/05-02/28/06	162	156	0	156	\$1,576,622	\$1,576,847
03/01/06-02/28/07	150	169	1	170	\$1,813,348	\$1,963,092
03/01/07-02/28/08	138	174	1	175	\$1,519,104	\$1,541,242
03/01/08-02/28/09	126	141	2	143	\$1,527,949	\$1,544,242
03/01/09-02/28/10	114	158	0	158	\$1,543,323	\$1,543,319
03/01/10-02/28/11	102	157	1	158	\$1,785,149	\$1,892,199
03/01/11-02/28/12	90	145	3	148	\$1,998,033	\$2,104,717
03/01/12-02/28/13	78	133	2	135	\$1,311,910	\$1,364,188
03/01/13-02/28/14	66	125	0	125	\$1,207,373	\$1,207,370
03/01/14-02/28/15	54	112	3	115	\$1,744,124	\$1,766,154
03/01/15-02/28/16	42	118	5	123	\$2,667,540	\$4,723,087
03/01/16-02/28/17	30	90	9	99	\$1,671,436	\$2,049,794
03/01/17-02/28/18	18	96	6	102	\$702,094	\$842,814
03/01/18-02/28/19	6	<u>40</u>	<u>24</u>	<u>64</u>	<u>\$140,605</u>	\$206,332
Totals		4655	91	4746	\$93,136,315	\$98,934,851

Source: PMA Companies Loss Summary by Policy, Account # 0441006 Statement of Losses Valued as of August 31, 2018

Note: Claim counts include claims closed without payment, and notice & medical only claims

The City of Scranton Summary of Historical Exposure As of August 31, 2018

Calendar <u>Year</u>	Number of Employees	Payroll	Average Pay <u>Per EE</u>	Annual Change in Avg Payroll
1997	571	\$18,920,100	\$33,135	
1998	584	\$18,968,992	\$32,481	-2.0%
1999	485	\$19,098,399	\$39,378	21.2%
2000	516	\$22,307,900	\$43,232	9.8%
2001	605	\$24,626,474	\$40,705	-5,8%
2002	580	\$21,313,870	\$36,748	-9.7%
2003	543	\$16,463,598	\$30,320	-17.5%
2004	562	\$20,214,639	\$35,969	18.6%
2005	520	\$17,887,985	\$34,400	-4.4%
2006	529	\$17,807,008	\$33,662	-2.1%
2007	516	\$18,738,747	\$36,315	7.9%
2008	525	\$19,114,409	\$36,408	0.3%
2009	549	\$18,670,308	\$34,008	-6.6%
2010	555	\$24,921,069	\$44,903	32.0%
2011	480	\$24,992,200	\$52,067	16.0%
2012	468	\$22,633,282	\$48,362	-7.1%
2013	498	\$28,699,650	\$57,630	19.2%
2014	480	\$30,574,331	\$63,697	10.5%
2015	475	\$32,395,961	\$68,202	7.1%
2016	474	\$31,625,548	\$66,721	-2.2%
2017	477	\$33,189,637	\$69,580	4.3%
2018	495	\$33,820,483	\$68,324	-1.8%
Average Annual Tre	end in Averag	e Payroll per l	Employee:	5.1%
2019 Budgetary	500	\$34,835,097	\$69,670	2.0%

Source: City of Scranton, Department of Business Administration

Estimation of Unlimited Ultimate Losses

				<u>uniimitea un</u>				
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(1)
			Reported	Paid	Large Loss	Number	Reported	Paid
Accident	Evaluation	-	Losses	Losses	Critical	of Losses > Column(F)	on Large	on Large Losses
Period	Date	(months)		at 8/31/18	Amount N/A	N/A	Losses N/A	N/A
03/01/86-02/28/87		390,0 378.0		\$1,430,110 \$2,435,028	N/A	N/A	N/A	N/A
03/01/87-02/28/88		366.0		\$3,169,758	N/A	N/A	N/A	N/A
03/01/89-02/28/98		354.0		\$2,001,581	N/A	N/A	N/A	N/A
03/01/90-02/28/91		342.0		\$2,801,020	NA	N/A	N/A	N/A
03/01/91-02/28/92		330.0		\$5,607,310	N/A	N/A	N/A	N/A
03/01/92-02/28/93		318.0		\$5,270,593	N/A	N/A	N/A	N/A
03/01/93-02/28/94	8/31/2018	306.0	\$7,921,544	\$7,692,800	N/A	NA	N/A	N/A
03/01/94-02/28/95	8/31/2018	294.0	\$1,815,480	\$1,815,475	NÁ	N/A	N/A	N/A
03/01/95-02/28/98	8/31/2018	282.0		\$6,893,909	N/A	N/A	N/A	N/A
03/01/96-02/28/97		270,0		\$2,593,909	N/A	N/A	N/A	N/A
03/01/97-02/28/98		258,0		\$2,272,356	N/A	N/A	N/A	N/A
03/01/98-02/28/99		246.0		\$2,236,204	N/A N/A	N/A N/A	n/a n/a	n/a n/a
03/01/99-02/28/00		234.0 222.0		\$2,026,959 \$1,751,048	N/A	N/A	N/A	N/A
03/01/00-02/28/01		210.0	\$1,751,054 \$2,505,031	\$2,505,028	N/A	N/A	N/A	N/A
03/01/02-02/28/03		198.0	\$5,710,713	\$5,648,116	N/A	N/A	N/A	N/A
03/01/03-02/28/04		186.0		\$1,577,411	N/A	N/A	N/A	N/A
03/01/04-02/28/05		174.0		\$3,088,823	N/A	N/A	N/A	N/A
03/01/05-02/28/06		162.0	\$1,576,847	\$1,576,622	N/A	N/A	N/A	N/A
03/01/05-02/28/07		150.0	\$1,963,092	\$1,813,348	NIA	A\N	N/A	N/A
03/01/07-02/28/08	8/31/2018	138.0	\$1,541,242	\$1,519,104	N/A	N/A	N/A	N/A
03/01/08-02/28/09	8/31/2018	126.0	\$1,544,242	\$1,527,949	N/A	N/A	N/A	NA
03/01/09-02/28/10	8/31/2018	114.0	\$1,543,319	\$1,543,323	N/A	NA	N/A	N/A
03/01/10-02/28/11	8/31/2010	102,0	\$1,892,199	\$1,785,149	N/A	N/A	N/A	N/A
03/01/11-02/28/12		90.0	\$2,104,717	\$1,998,033	N/A	A/A	N/A	N/A
03/01/12-02/28/13		78.0	\$1,364,188	\$1,311,910	N/A	N/A	N/A	N/A
03/01/13-02/28/14		66.0	\$1,207,370	\$1,207,373	· N/A	N/A	N/A	N/A
03/01/14-02/28/15		54,0	\$1,786,154	\$1,744,124	N/A	N/A	N/A N/A	n/a n/a
03/01/15-02/28/16		42.0	\$4,723,087	\$2,687,540	N/A N/A	n/a n/a	N/A	N/A
03/01/16-02/28/17		0.08 18.0	\$2,049,794 \$842,814	\$1,671,436 \$702,094	N/A	N/A	N/A	N/A
03/01/17-02/28/18 03/01/18-02/28/19		6.0	\$206,332	\$140,605	N/A	N/A	N/A	N/A
Totals	010 112010	4.0	\$89,488,754	\$84,028,046				
	1163	// 1			(0)	(P)		- (Q)
(J)	(K)	(L)	(M)	(N) Implied	(0)	(I ⁻) Implied	Ž.	Selected
			Cumulative	Limited	Cumulative	Limited	\$3	Estimated
Accident	Evaluation	Maturity		Uitimate	Paid Loss	Ultimate	20	Ultimate
Period	EFUJGGDON		Apia nooo					
	Date	(months)	Dev Factor	Losses	Dev Factor	Losses		Losses
03/01/86-02/28/87		(months) 390.0	Dev Factor 1.037	Losses_ \$1,595,584	Dev Factor 1.122			
03/01/87-02/28/88						Losses		Losses \$1,599,161 \$2,634,323
	8/31/2018	390.0	1.037	\$1,595,564	1.122 1.126 1.131	Losses \$1,804,556 \$2,742,748 \$3,585,224		Losses \$1,599,161 \$2,634,323 \$3,805,709
03/01/87-02/28/88	8/31/2018 8/31/2018	390.0 378.0	1.037 1.038	\$1,595,584 \$2,562,039 \$3,952,699 \$2,083,519	1.122 1.126 1.131 1.136	Losses \$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019		Losses \$1,595,161 \$2,634,323 \$3,805,709 \$2,159,719
03/01/87-02/28/88 03/01/88-02/28/89	8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	390.0 378.0 366.0 354.0 342.0	1.037 1.038 1.039 1.041 1.043	\$1,595,584 \$2,562,039 \$3,952,699 \$2,683,519 \$3,289,785	1.122 1.126 1.131 1.136 1.142	\$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019 \$3,197,445		Losses \$1,599,161 \$2,634,323 \$3,805,709 \$2,159,719 \$3,252,849
03/01/87-02/28/88 03/01/88-02/28/89 03/01/89-02/28/90 03/01/90-02/28/91 03/01/91-02/28/92	8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	390.0 378.0 366.0 354.0 342.0 330.0	1.037 1.038 1.039 1.041 1.043	\$1,595,564 \$2,562,039 \$3,952,699 \$2,083,519 \$3,289,785 \$6,134,796	1.122 1.126 1.131 1.136 1.142 1.147	\$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019 \$3,197,445 \$6,433,644		Losses \$1,599,161 \$2,654,323 \$3,806,709 \$2,159,719 \$3,282,849 \$6,264,335
03/01/87-02/28/88 03/01/88-02/28/89 03/01/89-02/28/96 03/01/90-02/28/91 03/01/91-02/28/92 03/01/92-02/28/93	8/31/2018 8/31/2018 8/31/2018 8/31/2018 B/31/2018 8/31/2018	390.0 378.0 366.0 354.0 342.0 330.0 318.0	1.037 1.038 1.039 1.041 1.043 1.044 1.046	\$1,595,564 \$2,562,039 \$3,952,699 \$2,083,519 \$3,289,785 \$6,134,796 \$5,516,159	1.122 1.126 1.131 1.136 1.142 1.147 1.154	\$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559		Losses \$1,599,161 \$2,634,323 \$3,805,709 \$2,159,719 \$3,252,849 \$6,254,335 \$5,741,319
03/01/87-02/28/88 03/01/88-02/28/89 03/01/89-02/28/90 03/01/90-02/28/91 03/01/91-02/28/92 03/01/92-02/28/93 03/01/93-02/28/94	8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	390.0 378.0 366.0 354.0 342.0 330.0 318.0 306.0	1.037 1.038 1.039 1.041 1.043 1.044 1.046 1.049	\$1,595,584 \$2,562,039 \$3,952,699 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008	1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161	\$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605		£0888 \$1,599,161 \$2,654,323 \$3,805,709 \$2,159,715 \$3,252,849 \$6,284,335 \$5,741,319 \$8,854,647
03/01/87-02/28/88 03/01/88-02/28/89 03/01/83-02/28/90 03/01/90-02/28/91 03/01/91-02/28/92 03/01/92-02/28/93 03/01/93-02/28/94	8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	390.0 378.0 366.0 354.0 342.0 330.0 318.0 306.0 294.0	1.037 1.038 1.039 1.041 1.043 1.044 1.046 1.049	\$1,595,584 \$2,562,039 \$3,952,699 \$2,083,519 \$3,289,785 \$6,134,796 \$5,516,159 \$4,306,008 \$1,907,808	1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168	Losses \$1,804,556 \$2,742,748 \$3,885,224 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382		£08868 \$1,599,161 \$2,634,323 \$3,805,709 \$2,155,719 \$3,282,849 \$6,284,335 \$5,744,319 \$8,884,647 \$1,992,848
03/01/87-02/28/88 03/01/88-02/28/89 03/01/89-02/28/90 03/01/99-02/28/91 03/01/91-02/28/92 03/01/92-02/28/93 03/01/93-02/28/93 03/01/94-02/28/95 03/01/95-02/28/96	8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	390.0 378.0 366.0 354.0 342.0 330.0 318.0 306.0 294.0	1.037 1.038 1.039 1.041 1.043 1.044 1.046 1.049 1.051	\$1,595,584 \$2,562,039 \$3,952,699 \$2,083,519 \$3,289,785 \$6,134,796 \$5,516,159 \$8,306,008 \$1,907,808 \$7,319,070	1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168	\$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019 \$3,197,445 \$6,433,644 \$6,433,644 \$6,827,605 \$2,120,382 \$8,107,649		Losses \$1,599.161 \$2,634,323 \$3,805.769 \$2,155.719 \$3,252,849 \$6,264,335 \$5,741,319 \$8,654,647 \$1,952,848 \$1,952,848
03/01/87-02/28/88 03/01/88-02/28/89 03/01/89-02/28/90 03/01/99-02/28/91 03/01/91-02/28/93 03/01/93-02/28/93 03/01/93-02/28/93 03/01/93-02/28/95 03/01/96-02/28/97	8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	390.0 378.0 366.0 354.0 342.0 330.0 318.0 306.0 294.0 262.0	1.037 1.038 1.039 1.041 1.043 1.044 1.046 1.049 1.051 1.053	\$1,595,584 \$2,562,039 \$3,952,699 \$2,683,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$1,907,808 \$7,319,070 \$2,917,167	1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176	£05565 \$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$8,927,605 \$8,107,649 \$3,073,630		1,599,161 \$2,634,323 \$3,805,709 \$2,155,719 \$3,252,849 \$6,254,335 \$5,741,319 \$6,854,355 \$1,902,638 \$1,902,638 \$1,034,501 \$2,079,762
03/01/87-02/28/98 03/01/88-02/28/99 03/01/99-02/28/99 03/01/99-02/28/93 03/01/92-02/28/93 03/01/93-02/28/93 03/01/94-02/28/95 03/01/94-02/28/95 03/01/96-02/28/97	8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	390.0 378.0 366.0 354.0 342.0 330.0 318.0 306.0 294.0 262.0 270.0 256.0	1.037 1.038 1.039 1.041 1.043 1.044 1.046 1.049 1.051 1.053 1.056	\$1,595,584 \$2,562,039 \$3,952,699 \$2,683,519 \$3,289,785 \$6,134,796 \$5,516,159 \$8,366,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,431,019	1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185	£05565 \$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,649 \$3,073,630 \$2,714,797		Losses \$1,599.161 \$2,634,323 \$3,805.769 \$2,155.719 \$3,252,849 \$6,264,335 \$5,741,319 \$8,654,647 \$1,952,848 \$1,952,848
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\$1,907,808 \$7,319,070 \$2,917,167 \$2,431,019 \$2,376,264 \$1,874,696 \$2,161,544 \$1,874,696 \$2,174,614 \$2,143,080 \$3,399,021 \$1,737,735 \$1,730,895 \$1,730,895 \$1,756,572 \$1,730,895 \$2,233,656 \$2,233,656 \$2,531,453 \$1,691,112	1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.195 1.205 1.217 1.231 1.246 1.263 1.262 1.304 1.330 1.360 1.395 1.438 1.491 1.557 1.641	\$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,649 \$3,073,630 \$2,714,787 \$2,467,732 \$2,155,196 \$3,120,731 \$3,120,731 \$2,155,196 \$3,120,731 \$2,195,196 \$3,120,731 \$2,195,196 \$3,120,731 \$2,195,196 \$3,120,731 \$2,195,196 \$3,120,731 \$2,195,196 \$3,120,731 \$2,195,196 \$3,120,731 \$2,197,442 \$2,000,655 \$2,776,661 \$3,279,245 \$2,301,052		2,055e5 31,599,161 52,654,323 33,805,709 52,155,713 33,252,840 66,264,335 55,741,319 38,654,647 51,962,848 57,644,501 52,574,645 52,564,648 52,264,048 52,264,048 52,264,048 52,264,048 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1.071 1.075 1.081 1.087 1.084 1.102 1.112 1.123 1.137 1.154 1.175 1.203 1.240 1.291 1.368	\$1,595,584 \$2,562,039 \$3,952,699 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$7,319,070 \$2,917,167 \$2,431,019 \$2,376,264 \$2,161,544 \$1,874,698 \$2,693,776 \$6,171,614 \$2,143,080 \$3,399,021 \$1,737,735 \$2,182,233 \$1,730,895 \$1,755,572 \$1,760,720 \$2,23,656 \$2,531,453 \$1,691,112 \$1,559,070 \$2,410,550	1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.205 1.217 1.231 1.246 1.263 1.262 1.304 1.395 1.395 1.438 1.491 1.557 1.641 1.754	\$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019 \$3,197,445 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,649 \$3,073,630 \$2,714,797 \$2,695,720 \$2,467,732 \$2,155,196 \$3,120,731 \$7,131,942 \$2,022,200 \$4,028,075 \$2,465,608 \$2,119,600 \$2,197,442 \$2,320,655 \$2,778,681 \$3,279,245 \$2,301,052 \$2,301,052 \$3,3737,890		\$1,599.61 \$2,634.323 \$3,805.709 \$2,159.719 \$3,252.840 \$6,254.335 \$5,744.319 \$1,952.838 \$7,654.501 \$2,579.762 \$2,644.539 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,264.639 \$2,265.638 \$1,886.277 \$1,836.237 \$1,836.237 \$1,836.238 \$2,265.288 \$2,336.570 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 \$1,535.088 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198.0	1.037 1.038 1.039 1.041 1.043 1.044 1.046 1.051 1.053 1.056 1.059 1.063 1.066 1.071 1.075 1.081 1.087 1.094 1.102 1.112 1.123 1.137 1.154 1.175 1.203 1.240 1.291 1.368 1.494 1.732	\$1,595,584 \$2,562,039 \$2,683,519 \$3,289,785 \$6,134,796 \$5,516,159 \$8,308,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,431,019 \$2,376,264 \$2,161,544 \$1,874,698 \$2,693,776 \$6,171,614 \$2,143,080 \$3,399,021 \$1,737,735 \$2,182,233 \$1,730,895 \$1,756,572 \$1,780,720 \$2,223,656 \$2,531,453 \$1,691,112 \$1,559,070 \$2,416,550 \$7,055,939 \$3,549,793	1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.205 1.217 1.231 1.246 1.263 1.263 1.262 1.304 1.330 1.360 1.395 1.438 1.491 1.557 1.641 1.754 1.911 2.143 2.519 3.223 4.964	\$1,804,556 \$2,742,748 \$3,585,224 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,649 \$3,073,630 \$2,744,797 \$2,695,720 \$2,467,732 \$2,155,196 \$3,120,731 \$3,120,731 \$2,145,196 \$3,120,731 \$2,022,200 \$4,028,075 \$2,096,428 \$2,119,600 \$2,197,442 \$2,300,655 \$2,778,661 \$2,778,661 \$2,2778,661 \$2,2778,661 \$2,2778,661 \$2,2778,661 \$2,2778,661 \$2,2778,661 \$2,377,7890 \$6,720,129 \$5,387,580		\$1,599,161 \$2,654,323 \$3,805,709 \$2,153,719 \$3,252,640 \$6,224,339 \$5,741,319 \$6,524,647 \$1,992,638 \$7,634,501 \$2,079,752 \$2,644,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,244,530 \$2,245,643 \$1,885,277 \$1,986,634 \$1,886,377 \$1,986,634 \$2,445,658 \$2,445,658 \$2,445,658 \$2,456,654 \$2,445,658 \$2,456,634 \$2,445,658 \$2,456,634 \$2,445,658 \$2,456,634 \$2,445,658 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 \$2,456,634 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Columns (D) and (E): Exhibit 1, Sheet 1
Column(F): Not applicable
Columns (G) through (f): Not applicable
Column(M): Appendix A, Sheet 9 & 9A

\$115,660,146

Column(N): Cal(D) x Cal(M)

Calumn(O): Appendix A, Sheet 4 & 4A

Column(P): Cal(E) x Cal(O) Column(Q): 60% of Col. (N) and 40% of Col. (P)

28-Ѕвр-18

Estimation of Limited Ultimate Losses
Limited to Specific per Claim Retentions (Assumes Full Reinsurance Recoveries)

	L.Imited to	o Specific p	<u>er Claim Re</u>	tentions (Assum	es Full Reinsu	rance Recov	eries)	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(1)
• ,	• •	• •	Reported	Paid	Large Loss	Number	Reported	Pald
Accident	Evaluation	Maturity	Losses	Losses	Critical	of Losses >	on Large	on Large
Period	Date	(months)	at 8/31/18	at 8/31/18	Amount	Column(F)	Losses	Losses
03/01/86-02/28/87	8/31/2018	390,0	\$1,539,292	\$1,430,110	\$242,779	3	\$1,539,291	\$1,430,110
03/01/87-02/28/88	8/31/2018	378.0	\$2,468,444	\$2,435,028	\$339,232	4	\$2,118,651	\$2,085,235
03/01/88-02/28/89	8/31/2018	366,0	\$3,802,964	\$3,169,758	\$290,489	5	\$2,722,285	\$2,089,082
03/01/89-02/28/90	8/31/2018	354.0	\$2,001,581	\$2,001,581	\$483,212	0	\$0	\$0
03/01/90-02/28/91	8/31/2018	342,0	\$3,155,306	\$2,801,020	\$482,280	2		\$1,124,866
03/01/91-02/28/92	8/31/2018	330.0	\$5,873,789	\$5,607,310	\$336,946	В	\$4,216,448	\$3,949,979
03/01/92-02/28/93	8/31/2018	31B,0	\$5,270,597	\$5,270,593	\$384,341	4	\$2,496,780	\$2,496,780
03/01/93-02/28/94	8/31/2018	0,806	\$7,921,544	\$7,692,800	\$383,237	9	\$5,279,008	\$4,996,423
03/01/94-02/28/95	8/31/2018	294.0	\$1,815,480	\$1,815,475	\$334,371	0	\$0	\$0
03/01/95-02/28/96	8/31/2018	282,0	\$6,948,088	\$6,893,909	\$478,308	5	\$2,984,355	\$2,934,480
03/01/96-02/28/97	8/31/2018	270.0	\$2,762,008	\$2,593,909	\$474,500	2	\$1,236,456	\$1,079,603
03/01/97-02/28/98	8/31/2018	258,0	\$2,295,059	\$2,272,356	\$378,164	1	\$395,272	\$395,272
03/01/98-02/28/99	8/31/2018	246.0	\$2,236,210	\$2,236,204	\$376,740	0	\$0	\$0
03/01/99-02/28/00	8/31/2018	234.0	\$2,026,957	\$2,026,959	\$234,578	3	\$942,198	\$942,198
03/01/00-02/28/01	8/31/2018	222.0	\$1,751,054	\$1,751,046	\$233,672	3	\$1,008,418	\$1,008,418
03/01/01-02/28/02	8/31/2018	210.0	\$2,505,031	\$2,505,028	\$232,663	: 4	\$1,292,419	\$1,292,419
03/01/02-02/28/03	8/31/2018	198.0	\$5,710,713	\$5,648,118	\$277,838	4	\$1,895,941	\$1,877,604
03/01/03-02/28/04	8/31/2018	186.0	\$1,971,874	\$1,577,411	\$322,359	1	\$691,103	\$305,826
03/01/04-02/28/05	8/31/2018	174.0	\$3,107,366	\$3,088,823	\$366,094	2	\$915,257	\$915,257
03/01/05-02/28/06	8/31/2018	162,0	\$1,576,847	\$1,576,622	\$454,306	0	\$0	\$0
03/01/06-02/28/07	8/31/2018	150.0	\$1,963,092	\$1,813,348	\$675,728	1	\$712,869	\$563,124
03/01/07-02/28/08	8/31/2018	138,0	\$1,541,242	\$1,519,104	\$669,044	0	\$0	\$0
03/01/08-02/28/09	8/31/2018	126.0	\$1,544,242	\$1,527,949	\$661,167	0	\$0	\$0
03/01/09-02/28/10	8/31/2018	114.0	\$1,543,319	\$1,543,323	\$651,753	Ð	\$0	\$0
03/01/10-02/28/11	8/31/2018	102.0	\$1,892,199	\$1,705,149	\$683,019	0	\$0	\$0
03/01/11-02/28/12	8/31/2018	90.0	\$2,104,717	\$1,998,033	\$667,954	0	\$0	\$0
03/01/12-02/28/13	B/31/2018	78.0	\$1,364,188	\$1,311,910	\$648,898	٥	\$ 0	\$0
03/01/13-02/28/14	8/31/2018	66,0	\$1,207,370	\$1,207,373	\$624,084	0	\$0	\$0
03/01/14-02/28/15	8/31/2018	54.0	\$1,766,154	\$1,744,124	\$590,559	0	\$0	\$0
03/01/15-02/28/16	8/31/2018	42.0	\$4,723,087	\$2,667,540	\$542,954	1	\$1,951,614	\$254,869
03/01/16-02/28/17	8/31/2018	30.0	\$2,049,794	\$1,671,436	\$470,635	0	\$0	\$0
03/01/17-02/28/18	8/31/2016	18.0	\$842,814	\$702,094	\$350,899	0	\$0	\$0
03/01/18-02/28/19	8/31/2018	6.0	\$206,332	\$140,605	\$142,282	Q	50	<u>\$0</u>
Totals			\$89,488,754	\$84,026,046		62	\$33,879,517	\$29,741,546
7.0	7/21	// \	(40)	(A)	(0)	(P)		TO STATE

(J)	(K)	(L)	(M)	(N) Implied	(0)	(P) Implied	(Q) Selected
			Cumulative	Limited	Cumulative	Limited	Estimated
41-14	Evaluation	Maturity	Rptd Loss	Ulümate	Paid Loss	Ultimate	/ Ultimate
Accident	Date	(months)	Dev Factor	Losses	Dev Factor	Losses	Losses
Period 03/01/86-02/28/87	8/31/2018	390.0		\$855,001	1,122	\$855,000	4855,000
	8/31/2018 B/31/2018	378.0		\$1,763,056	1.126	\$1,793,998	\$1,775,433
03/01/87-02/28/88		366.0		\$2,823,229	1.131	\$2,922,322	\$2,862,866
03/01/88-02/28/89	8/31/2018 8/31/2018	354.0		\$2,023,229 \$2,0B3,519	1.136	\$2,274,019	\$2,159,719
03/01/89-02/28/90	8/31/2018	342,0	1,041	\$2,747,592	1.142	\$2,214,015	\$2,813,906
03/01/90-02/28/91		330,0		\$4,530,988	1.147	\$4,701,567	\$4,509,218
03/01/91-02/28/92	8/31/2018	318.0		\$4,502,525	1.154	\$4,800,082	\$4,621,548
03/01/92-02/28/93	B/31/2018	306.0	1.049	\$6,370,789	1,161	\$6,729,184	\$6,514,147
03/01/93-02/28/94	8/31/2018	30a.0 294.0		\$1,907,808	1.168	\$2,120,382	\$1,992,838
03/01/94-02/28/95	8/31/2018	282.0		\$6,675,370	1.176	\$7,156,525	\$6,867,832
03/01/95-02/28/96	8/31/2018		1.056	\$2,609,139	1.185	\$2,794,364	\$2,683,229
03/01/95-02/28/97	8/31/2018	270,0		\$2,412,331	1,195	\$2,642,563	\$2,504,424
03/01/97-02/28/98	8/31/2018	258.0		\$2,376,264	1,205	\$2,695,720	\$2,504,046
03/01/98-02/28/99	8/31/2018	246.0	1.063 1.066	\$2,376,264 \$1,906,785	1.217	\$2,050,720	\$1,972,330
03/01/99-02/28/00	8/31/2018	234.0			1.231	\$1,664,030	\$1,592,656
03/01/00-02/28/01	8/31/2018	222.0	1.071	\$1,545,074	1.246	\$2,590,652	\$2,456,648
03/01/01-02/28/02	8/31/2018	210.6	1.075	\$2,383,978	1,263	\$2,590,652 \$5,961,669	\$5,578,021
03/01/02-02/28/03	8/31/2018	198.0	1.081	\$5,322,655	1,282	\$2,005,138	\$1,862,239
03/01/03-02/28/04	8/31/2018	186.0	1,087	\$1,766,972			\$3,372,518
03/01/04-02/28/05	8/31/2018	174.0	1.094	\$3,197,859	1,304	\$3,634,506	\$1,881,211
03/01/05-02/28/06	8/31/2018	f62.0	1,102	\$1,737,735	1,330 1,368	\$2,096,426	\$2,263,843
03/01/06-02/28/07	8/31/2018	150.0	1.112	\$2,139,786	1,395	\$2,449,929 \$2,119,600	\$1,886,377
03/01/07-02/28/08	8/31/2018	138,6	1.123	\$1,730,895			\$1,032,320
03/01/08-02/28/09	8/31/2018	126.0	1.137	\$1,755,572	1.438	\$2,197,442	\$1,988,694
03/01/09-02/28/10	8/31/2018	114.0	1.154	\$1,760,720	1.491	\$2,300,655	
03/01/10-02/28/11	8/31/2018	102.0	1.175	\$2,223,656	1.557	\$2,778,661	\$2,445,658
03/01/11-02/28/12	8/31/2018	90,0	1.203	\$2,531,453	1.641	\$3,279,245	\$2,030,570
03/01/12-02/28/13	8/31/2018	78.0	1,240	\$1,691,112	1.754	\$2,301,052	\$1,935,088
03/01/13-02/28/14	8/31/2018	66,0	1,291	\$1,559,070	1,911	\$2,307,152	\$1,858, <u>303</u>
03/01/14-02/28/15	8/31/2018	54,0	1,368	\$2,416,550	2.143	\$3,737,890	\$2,945,085
03/01/15-02/28/16	8/31/2018	42.0	1.494	\$4,940,373	2.519	\$6,878,056	\$6,715,446
03/01/16-02/28/17	B/31/2018	30.0	1.732	\$3,549,793	3,223	\$5,387,580	\$4,284,908
03/01/17-02/28/18	8/31/2018	18.0	2,329	\$1,963,014	4,964	\$3,484,860	\$2,671,752
03/01/18-02/28/19	8/31/2018	6.0	5.797	\$1,196,120	14.743	\$2,072,870	\$1,546,825
Totals				\$86,996,790		\$105,716,565	\$95,684,699

Columns (D) and (E): Exhibit 1, Sheet 1
Column(F): Appendix B, Sheet 1 & 2
Columns (G) through (i): PMA Large Loss Report by Policy Period

Column(M): Appendix A, Sheet 9 & 9A

Solon-Gus Stock (N) Solon-Gus Solon-Gus Solon-Gus Solon-Gus Solon-Gus Column(N): (Col(E)-Col(I))xCol(M) + Col(G) x Specific Retention Column(P): (Col(E)-Col(I))xCol(O) + Col(G) x Specific Retention Column(Q): 60% of Gol. (N) and 40% of Gol. (P)

Estimation of Limited Ultimate Losses
I imited to Specific per Claim Retentions

(A=	Allaniahla D			pecific per Clain eil but Frontier 19		anarai Ro/Rann	v Plan 1000.1	9931
	диожарів к (В)	einsurance (C)	(D)	(E)	(F)	епена келгарр (G)	(H)	(1)
(A)	(12)	(6)	Reported	Pald	Large Loss	Number	Reported	Paid
Accident	Evaluation	Maturitu	Losses	Losses	Critical	of Losses >	on Large	on Large
Period	Date	(months)		at 8/31/18	Amount	Column(F)	Losses	Losses
03/01/85-02/28/87		390.0		\$1,430,110	\$242,779	3	\$1,539,291	\$1,430,110
03/01/87-02/28/88		378.0		\$2,435,028	\$339,232	4	\$2,118,651	\$2,085,235
03/01/88-02/28/89		366.0		\$3,169,758	\$290,489	5	\$2,722,285	\$2,089,082
03/01/89-02/28/90		354.0		\$2,001,581	\$483,212	0	\$0	\$0
03/01/90-02/28/91		342.0		\$2,801,020	\$482,280	0	\$0	\$0
03/01/91-02/28/92		330.0		\$5,607,310	\$336,946	0	\$0	\$0
03/01/92-02/28/93		318.0		\$5,270,593	\$384,341	0	\$0	\$0
03/01/93-02/28/94		306.0		\$7,692,800	\$383,237	0	\$0	\$0
03/01/94-02/28/95		294.0		\$1,815,475	\$334,371	0	\$0	\$0
03/01/95-02/28/96		282.0		\$6,893,909	\$476,308	0	\$0	\$0
03/01/96-02/28/97		270.0		\$2,593,909	\$474,500	0	\$0	\$0
03/01/97-02/28/98		258.0		\$2,272,356	\$378,164	1	\$395,272	\$395,272
3/01/98-02/28/99		246.0	\$2,236,210	\$2,236,204	\$376,740	0	\$0	\$0
03/01/99-02/28/00		234.0	\$2,026,957	\$2,026,959	\$234,578	3	\$942,198	\$942,198
3/01/00-02/28/01		222.0	\$1,751,054	\$1,751,946	\$233,672	3	\$1,008,418	\$1,008,418
3/01/01-02/28/02		210.0	\$2,505,031	\$2,505,028	\$232,663	4	\$1,292,419	\$1,292,419
		198.0	\$5,710,713	\$5,648,116	\$277,838	4	\$1,895,941	\$1,877,604
03/01/02-02/28/03		186.0		\$1,577,411	\$322,359	1	\$691,103	\$305,826
13/01/03-02/28/04 13/04/04 02/28/05			\$3,107,366	\$3,088,823	\$386,094	2	\$915,257	\$915,257
93/01/04-02/28/05 52/01/05 02/08/05		174.0			\$454,308	ő	\$0	\$0
33/01/05-02/28/06		162.0	\$1,576,847	\$1,576,622	\$454,306 \$675,726	1	\$712,869	\$563,124
03/01/06-02/28/07		150.0	\$1,963,092	\$1,813,348	\$669,044	0	\$112,009	\$303,124
03/01/07-02/28/08		138.0	\$1,541,242	\$1,519,104		0	\$0	. \$0
03/01/08-02/28/09		126.0	\$1,544,242	\$1,527,949	\$661,167	0	\$0 \$0	, \$0 \$0
13/01/09-02/28/10		114.0	\$1,543,319	\$1,543,323	\$651,753	0	\$0	\$0
13/01/10-02/28/11		102.0	\$1,892,199	\$1,785,149	\$683,019	0	\$0	\$0
)3/01/1 1-02/ 28/12		90.0	\$2,104,717	\$1,998,033	\$667,954	0	\$0	\$0
03/01/12-02/28/13		78.0	\$1,364,188	\$1,311,910	\$648,896		\$0	\$0 \$0
03/01/13-02/28/14		66.0	\$1,207,370	\$1,207,373	\$624,084	0	\$0	\$0
03/01/14-02/28/15		54.0	\$1,766,154	\$1,744,124	\$590,559	0		\$254,869
03/01/15-02/28/16		42.0	\$4,723,087	\$2,667,540	\$542,954	1	\$1,951,614	
03/01/16-02/28/17	8/31/2018	30.0	\$2,049,794	\$1,671,436	\$470,635	0	\$0	\$0
03/01/17-02/28/18	8/31/2018	18,0	\$842,814	\$702,094	\$350,899	0	\$0	\$0
03/01/18-02/28/19	8/31/2018	6.0	\$206,332	\$140,605	\$142,282	0	645 405 040	\$0
Totals			\$89,488,754	\$84,026,046		32	\$16,185,319	\$13,159,415
(J)	110	// 1	/8.81					(Q)
	(K)	{L}	(M)	(N)	(0)	(P)		And the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s
• • • • • • • • • • • • • • • • • • • •	(//)	{ <i>L</i> - <i>J</i>	, ,	Implied		Implied		Selected
.,	(1/)	{ <i>L</i> .}	(m) Cumulative	Implied Limited	Cumulative	Implied Limited		Selected Estimated
Accident		Maturity	Cumulative Rptd Loss	Implied Limited Ultimate	Cumulative Paid Loss	Implied Limited Ultimate		Selected Estimated Ultimate
		Maturity	Cumulative Rptd Loss Dev Factor	implied Limited Ultimate Losses	Cumulative Paid Loss Dev Factor	Implied Limited Ultimate Losses		Selected Estimated Ultimate Losses
Accident Period	Evaluation	Maturity	Cumulative Rptd Loss Dev Factor 1,037	Implied Limited Ultimate Losses \$855,901	Cumulative Paid Loss Dev Factor 1.122	Implied Limited Ultimate Losses \$855,000		Selected Estimated Ultimate Losses \$855,000
Accident Period 03/01/86-02/28/87	Evaluation Date	Maturity (months)	Cumulative Rptd Loss Dev Factor	Implied Limited Ultimate Losses \$855,001 \$1,763,056	Cumulative Paid Loss Dev Factor 1.122 1.126	Implied Limited Ultimate Losses \$855,000 \$1,793,998		Selected Estimated Ultimate Losses \$855,000 \$1,775,433
Accident Period 03/01/86-02/28/87 03/01/87-02/28/88	Evaluation Date 8/31/2018	Maturity (months) 390.0	Cumulative Rptd Loss Dev Factor 1,037	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131	Implied Limited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322		Selected Estimated Ultimate Losses \$855,000 \$1,775,433 \$2,862,866
Accident Period 33/01/86-02/28/87 33/01/87-02/28/88 33/01/88-02/28/89	Evaluation Date 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 390.0 378.0 366.0 354.0	Cumulative Rptd Loss Dev Factor 1,937 1,038 1,039 1,041	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136	Implied Limited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019		Selected Estimated Ultimate Losses \$855,000 \$1,775,433 \$2,862,866 \$2,159,719
Accident Period 03/01/86-02/28/87 03/01/87-02/28/88 03/01/88-02/28/90 03/01/89-02/28/91	Evaluation Date 8/31/2618 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 366.0 354.0 342.0	Cumulative Rptd Loss Dev Factor 1.937 1.038 1.039 1.041	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,289,785	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136 1.142	Implied Limited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$3,197,445		Selected Estimated Ultimate Losses \$1,775,433 \$2,862,866 \$2,153,719 \$3,262,840
Accident Period 03/01/86-02/28/87 03/01/87-02/28/88 03/01/88-02/28/90 03/01/89-02/28/91	Evaluation Date 8/31/2618 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 390.0 378.0 366.0 354.0	Cumulative Rptd Loss Dev Factor 1,937 1,038 1,041 1,043 1,044	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,289,785 \$6,134,796	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136 1.142	Implied Limited Uttimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644		Solected Estimated Ultimate Losses \$1,775,433 42,842,864 \$2,199,719 43,252,849 \$6,254,335
Accident Period 03/01/86-02/28/87 03/01/87-02/28/88 03/01/88-02/28/90 03/01/90-02/28/91	Evaluation <u>Date</u> 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 366.0 354.0 342.0 330.0 318.0	Cumulative Rptd Loss Dev Factor 1.038 1.039 1.041 1.043 1.044	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147	Implied Limited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559		Selected Estimated Ultimate Losses \$455,000 \$1,775,433 \$2,862,886 \$2,159,719 \$1,252,840 \$6,254,335 \$3,741,319
Accident Period 33/01/86-02/28/87 33/01/87-02/28/88 33/01/88-02/28/90 33/01/90-02/28/91 33/01/90-02/28/92 33/01/92-02/28/93	Evaluation <u>Date</u> 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 366.0 354.0 342.0 330.0	Cumulative Rptd Loss Dev Factor 1,937 1,038 1,041 1,043 1,044	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,003,519 \$3,289,786 \$6,134,796 \$5,515,159 \$8,305,008	Cumulative Pald Loss Dev Factor 1.122 1.131 1.136 1.142 1.147 1.154	Implied Limited Utimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,680,559 \$8,927,605		Selected Estimated Ultimate Losses \$1,775,433 \$2,862,866 \$2,159,719 \$13,257,843 \$56,259,335 \$45,741,319 \$9,554,647
Accident Period 03/01/86-02/28/87 03/01/87-02/28/89 03/01/89-02/28/91 03/01/90-02/28/91 03/01/91-02/28/93 03/01/93-02/28/93	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 366.0 354.0 342.0 330.0 318.0 308.0 294.0	Cumulative Rptd Loss Dev Factor 1.038 1.039 1.041 1.043 1.044 1.046 1.049	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,003,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$1,907,808	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161	Implied Linited Ultimate Losses \$855,000 \$1,793,989 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382		Solected Estimated Uthmate Losses 1855 000 \$1,775,433 \$2,862 866 \$2,159,719 \$3,257,843 \$6,259,335 \$3,741,319 \$9,554,647 \$1,992,835
Accident Period 330188-02/28/87 330187-02/28/88 330188-02/28/98 330190-02/28/91 330190-02/28/92 330190-02/28/93 330190-02/28/93	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 396.0 378.0 366.0 354.0 342.0 330.0 318.0 308.0	Cumulative Rptd Loss Dev Factor 1.037 1.038 1.039 1.041 1.043 1.044 1.046 1.049 1.051	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,299,785 \$6,134,796 \$5,515,159 \$8,305,008 \$1,907,808 \$7,319,070	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176	Implied Linited Ultimate Losses \$855,000 \$1,793,988 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,600,559 \$8,927,605 \$2,120,382 \$8,107,849		Solected Estimated Ultimate Losses \$85,000 \$1,775,433 \$2,862,866 \$2,193,719 \$1,257,843 \$5,254,335 \$5,741,319 \$0,554,647 \$1,992,838 \$7,634,501
Accident Period 03/01/86-02/28/88 03/01/87-02/28/88 03/01/88-02/28/90 03/01/93-02/28/91 03/01/93-02/28/93 03/01/93-02/28/93 03/01/93-02/28/93	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 366.0 354.0 330.0 318.0 308.0 294.0 270.0	Cumulative Rptd Loss Dev Factor 1.038 1.039 1.041 1.043 1.044 1.046 1.051 1.053	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$1,907,808 \$7,319,070 \$2,917,167	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185	Implied Linited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630		Selected Estimated Ultimate Losses \$ 1855,000 \$ 1,775,433 \$ 42,852,866 \$ 52,153,719 \$ 33,257,843 \$ 5,254,335 \$ 5,743,319 \$ 9,554,647 \$ 1,952,838 \$ 7,7634,501 \$ 2,375,752
Accident Period 03/01/86-02/28/88 03/01/87-02/28/88 03/01/88-02/28/90 03/01/93-02/28/91 03/01/93-02/28/93 03/01/93-02/28/93 03/01/93-02/28/93	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 366.0 354.0 342.0 330.0 318.0 308.0 294.0	Cumulative Rptd Loss Dev Factor 1.038 1.039 1.041 1.043 1.044 1.046 1.049 1.053 1.053	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$1,907,800 \$7,319,070 \$2,917,167 \$2,412,331	Cumulative Paid Loss Dev Factor 1,122 1,126 1,131 1,136 1,142 1,147 1,154 1,161 1,168 1,176 1,185 1,195	Implied Limited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563		Selected Estimated Ultimate Losses \$455,000 \$1,775,433 \$2,862,866 \$2,159,719 \$1,257,640 \$6,254,335 \$3,741,319 \$8,554,647 \$1,992,843 \$7,7634,501 \$2,979,752 \$2,504,424
Accident Period 03/01/87-02/28/88 03/01/88-02/28/09 03/01/89-02/28/09 03/01/90-02/28/91 03/01/90-02/28/93 03/01/90-02/28/95 03/01/90-02/28/95 03/01/90-02/28/95	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 366.0 354.0 330.0 318.0 308.0 294.0 270.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,041 1,043 1,044 1,049 1,051 1,053 1,056 1,059	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.195 1.205	Implied Linited Ultimate Losses \$855,000 \$1,783,984 \$2,922,322 \$2,274,019 \$3,197,445 \$6,483,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,695,720		Solected Estimated Uttimate Losses \$85,000 \$1,775,433 \$2,865,866 \$2,159,719 \$3,257,843 \$6,259,335 \$3,743,351 \$9,554,647 \$1,992,838 \$7,634,501 \$2,257,545,501 \$2,257,545,501 \$2,257,545,501
Accident Period 3/01/86-02/28/87 3/01/87-02/28/88 3/01/89-02/28/90 3/01/90-02/28/91 3/01/93-02/28/93 3/01/93-02/28/93 3/01/93-02/28/95 3/01/93-02/28/97 3/01/93-02/28/95	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 366.0 354.0 342.0 330.0 318.0 294.0 292.0 270.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,051 1,053 1,056 1,059 1,066	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,003,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,305,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.195 1.205 1.217	Implied Linited Ultimate Losses \$855,000 \$1,793,989 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,680,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,642,563 \$2,695,720 \$2,070,648		Solected Estimated Ultimate Losses \$1855,000 \$1,775,433 \$2,862,866 \$2,193,719 \$1,257,843 \$5,254,315 \$5,741,319 \$0,554,647 \$1,1992,838 \$7,534,501 \$2,979,752 \$2,504,424 \$2,504,046 \$1,572,330
Accident Period .3/01/86-02/28/87 .3/01/87-02/28/88 .3/01/89-02/28/99 .3/01/90-02/28/93 .3/01/90-02/28/93 .3/01/93-02/28/93 .3/01/93-02/28/93 .3/01/93-02/28/93 .3/01/93-02/28/93	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 390.0 378.0 365.0 354.0 342.0 330.0 294.0 282.0 270.0 258.0 246.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,041 1,043 1,044 1,049 1,051 1,053 1,056 1,059	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,305,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.195 1.205 1.207	Implied Linited Ultimate Losses \$855,000 \$1,793,988 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,649 \$3,073,630 \$2,642,563 \$2,695,720 \$2,070,648 \$1,664,030		Solected Estimated Ultimate Losses \$1855,000 \$1,775,433 \$2,862,866 \$2,150,719 \$3,257,843 \$5,253,335 \$5,741,319 \$5,554,647 \$1,392,838 \$7,634,501 \$2,379,752 \$2,594,424 \$2,264,646 \$1,972,330 \$1,832,656
Accident Period 03/01/86-02/28/87 03/01/86-02/28/89 03/01/89-02/28/89 03/01/91-02/28/92 03/01/93-02/28/94 03/01/93-02/28/95 03/01/93-02/28/95 03/01/93-02/28/95 03/01/93-02/28/95 03/01/93-02/28/95 03/01/93-02/28/95	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 390.0 378.0 365.0 354.0 330.0 318.0 294.0 282.0 270.0 256.0 246.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,051 1,053 1,056 1,059 1,066	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,003,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,305,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.195 1.205 1.217	Implied Linited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,665,720 \$2,070,648 \$1,664,030 \$2,590,652		Selected Estimated Ultimate Losses \$ 1855,000 \$ 1,775,433 \$ 42,852,866 \$ 52,153,719 \$ 33,257,843 \$ 5,254,335 \$ 5,743,319 \$ 9,854,647 \$ 1,992,838 \$ 7,7634,501 \$ 2,379,752 \$ 32,664,424 \$ 22,834,646 \$ 1,872,330 \$ 1,872,330
Accident Period 33/01/86-02/28/88 33/01/88-02/28/89 33/01/89-02/28/99 33/01/91-02/28/99 33/01/91-02/28/99 33/01/91-02/28/99 33/01/91-02/28/99 33/01/91-02/28/99 33/01/91-02/28/99 33/01/91-02/28/99 33/01/91-02/28/99 33/01/91-02/28/99 33/01/91-02/28/99	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 366.0 354.0 330.0 318.0 294.0 294.0 258.0 243.0 244.0 244.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,049 1,051 1,053 1,056 1,059 1,066 1,071	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,259 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.205 1.217 1.231 1.246 1.263	Implied Linited Ultimate Losses \$855,000 \$1,783,988 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,695,720 \$2,070,648 \$1,664,030 \$2,590,552 \$5,961,069		Solected Estimated Ultimate Losses 1855.000 11,775,433 12,865.866 12,159,719 13,257,843 16,259,335 15,741,319 10,554,647 11,992,835 17,7634,501 12,277,7534,501 12,277,7534,501 12,277,7534,501 12,277,7534,501 12,277,7534,501 12,277,2350 12,277,2350 12,277,2350 12,275,2246,648 11,672,330 11,582,564,648 11,572,330
Accident Period .3/01/86-02/28/87 .3/01/87-02/28/88 .3/01/89-02/28/90 .3/01/90-02/28/91 .3/01/91-02/28/92 .3/01/93-02/28/93 .3/01/93-02/28/94 .3/01/93-02/28/95 .3/01/93-02/28/96 .3/01/93-02/28/96 .3/01/93-02/28/96 .3/01/93-02/28/96 .3/01/93-02/28/96 .3/01/93-02/28/96 .3/01/93-02/28/96	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 398.0 368.0 354.0 330.0 318.0 294.0 270.0 258.0 246.0 234.0 222.0 216.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,049 1,051 1,053 1,056 1,059 1,066 1,071 1,075	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,305,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,906,264 \$1,	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.195 1.205 1.217 1.231	Implied Linited Ultimate Losses \$855,000 \$1,783,988 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,680,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,695,720 \$2,070,648 \$1,664,030 \$2,590,652 \$5,961,069 \$2,005,138		Solected Estimated Uttimate Losses \$1855,000 \$1,775,433 \$2,862,866 \$2,193,719 \$1,252,843 \$6,254,335 \$3,741,319 \$8,554,647 \$1,992,835 \$7,634,501 \$2,979,752 \$2,504,424 \$2,52,644,046 \$1,972,330 \$1,552,656 \$2,466,644 \$3,572,330 \$1,552,656 \$2,466,644
Accident Period 03/01/86-02/28/87 03/01/87-02/28/88 03/01/89-02/28/99 03/01/99-02/28/99 03/01/99-02/28/93 03/01/93-02/28/93 03/01/93-02/28/93 03/01/93-02/28/93 03/01/93-02/28/93 03/01/93-02/28/98 03/01/93-02/28/93 03/01/93-02/28/93 03/01/93-02/28/93 03/01/93-02/28/93 03/01/93-02/28/93 03/01/93-02/28/93	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 390.0 378.0 365.0 342.0 330.0 294.0 262.0 270.0 246.0 234.0 222.0 210.0 198.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,049 1,051 1,053 1,056 1,059 1,063 1,066 1,075 1,075 1,081	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,259 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.205 1.217 1.231 1.246 1.263	Implied Linited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,663 \$2,695,720 \$2,070,648 \$1,664,030 \$2,590,652 \$9,005,198 \$3,634,506		Solected Estimated Ultimate Losses \$855,000 \$1,775,433 \$2,862,866 \$2,130,719 \$3,257,843 \$5,254,335 \$5,741,319 \$0,554,647 \$1,992,838 \$7,7634,501 \$2,979,752 \$2,604,424 \$2,504,606 \$1,072,330 \$1,892,066 \$2,466,649 \$1,577,330 \$1,892,066 \$2,466,642 \$1,577,330 \$1,892,066 \$2,466,642 \$1,577,021 \$1,862,239 \$3,372,518
Accident Period 03/01/86-02/28/87 03/01/87-02/28/88 03/01/89-02/28/89 03/01/99-02/28/94 03/01/99-02/28/94 03/01/95-02/28/95 03/01/95-02/28/95 03/01/95-02/28/95 03/01/95-02/28/95 03/01/95-02/28/95 03/01/95-02/28/95 03/01/95-02/28/95 03/01/95-02/28/95 03/01/95-02/28/95 03/01/95-02/28/95 03/01/95-02/28/03 03/01/95-02/28/03	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 365.0 364.0 330.0 318.0 294.0 270.0 256.0 234.0 222.0 210.0 198.0 198.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,049 1,051 1,053 1,056 1,059 1,066 1,671 1,075 1,081 1,087	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,003,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655 \$1,766,972	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.205 1.217 1.231 1.246 1.263 1.262	Implied Linited Ultimate Losses \$855,000 \$1,783,988 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,680,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,695,720 \$2,070,648 \$1,664,030 \$2,590,652 \$5,961,069 \$2,005,138		Selected Estimated Ultimate Losses \$ 1855,000 \$ 1,775,433 \$ 12,862,866 \$ 21,53,719 \$ 31,257,843 \$ 52,254,335 \$ 5,76],219 \$ 90,554,647 \$ 1,992,838 \$ 7,7634,501 \$ 2,979,752 \$ 2,664,424 \$ 1,872,330 \$ 1,592,686 \$ 32,466,648 \$ 35,578,021 \$ 1,862,218 \$ 1,863,215
Accident Period 33/01/86-02/28/87 33/01/87-02/28/88 33/01/89-02/28/99 33/01/91-02/28/99 33/01/93-02/28/94 33/01/93-02/28/95 33/01/93-02/28/95 33/01/93-02/28/95 33/01/93-02/28/95 33/01/93-02/28/95 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 366.0 351.0 330.0 318.0 294.0 294.0 270.0 258.0 246.0 240.0 210.0 210.0 186.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,051 1,053 1,056 1,059 1,066 1,071 1,075 1,081 1,087 1,087	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,832,329 \$2,083,519 \$5,289,785 \$6,134,796 \$5,515,159 \$8,305,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655 \$1,766,972 \$3,197,659	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.195 1.205 1.217 1.231 1.246 1.263 1.263 1.262 1.304	Implied Linited Ultimate Losses \$855,000 \$1,783,984 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,695,720 \$2,070,648 \$1,664,030 \$2,590,552 \$5,961,069 \$2,005,138 \$3,634,506 \$2,086,428 \$2,449,929		Solected Estimated Ultimate Losses 1855 000 11,775,433 12,865 866 12,159,719 13,257,843 16,259,335 15,741,350 19,0554,647 11,992,838 17,634,501 12,370,734,501 12,370,734,501 12,370,734,501 12,370,734,501 12,370,734,501 12,370,734,501 12,370,734,501 12,370,734,501 13,372,536,644 13,772,330 13,372,51,64 15,578,021 11,862,239 13,372,51,845 11,862,239 13,372,51,845 11,862,239 13,372,51,845
Accident Period .3/01/86-02/28/87 .3/01/87-02/28/88 .3/01/89-02/28/99 .3/01/90-02/28/91 .3/01/91-02/28/92 .3/01/93-02/28/93 .3/01/93-02/28/93 .3/01/93-02/28/94 .3/01/93-02/28/95 .3/01/93-02/28/97 .3/01/93-02/28/96 .3/01/93-02/28/97 .3/01/93-02/28/98 .3/01/93-02/28/98 .3/01/93-02/28/98 .3/01/93-02/28/98 .3/01/93-02/28/99 .3/01/93-02/28/99 .3/01/93-02/28/99 .3/01/93-02/28/99 .3/01/03-02/28/99 .3/01/03-02/28/99 .3/01/03-02/28/09	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 358.0 354.0 330.0 318.0 294.0 270.0 258.0 246.0 224.0 210.0 198.0 174.0 162.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,049 1,051 1,053 1,056 1,059 1,056 1,059 1,066 1,071 1,075 1,081 1,087 1,084 1,102	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$1,907,808 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655 \$1,766,755 \$1,766,755 \$1,766,775 \$3,197,859	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.195 1.205 1.217 1.231 1.246 1.263 1.262 1.304 1.330	Implied Linited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$42,563 \$2,695,720 \$2,070,648 \$1,664,030 \$2,590,652 \$5,981,069 \$2,005,138 \$3,634,506 \$2,096,428		Solected Estimated Ultimate Losses \$85,000 \$1,775,433 \$2,855,840 \$6,259,335 \$3,244,319 \$5,546,47 \$1,992,835 \$7,634,501 \$2,279,762 \$2,200,424 \$2,250,4046 \$1,972,330 \$1,592,656 \$2,466,648 \$1,972,330 \$1,592,656 \$2,466,648 \$1,572,330 \$1,592,656 \$2,466,648 \$1,572,330 \$1,592,656 \$2,466,648 \$1,572,330 \$1,592,656 \$2,466,648 \$1,572,330 \$1,592,656 \$2,466,648 \$1,572,330 \$1,592,656 \$2,466,648 \$1,572,330 \$1,862,239 \$1,372,518 \$1,863,237
Accident Period 03/01/86-02/28/87 03/01/87-02/28/88 03/01/89-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/99 03/01/99-02/28/09 03/01/03-02/28/09 03/01/03-02/28/09 03/01/03-02/28/09	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 390.0 378.0 365.0 342.0 330.0 294.0 262.0 270.0 246.0 224.0 198.0 198.0 174.0 162.0 155.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,049 1,051 1,053 1,056 1,059 1,063 1,066 1,071 1,075 1,081 1,097 1,094 1,102 1,112	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,003,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655 \$1,766,972 \$3,197,859 \$1,737,735 \$2,139,786	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.205 1.217 1.231 1.246 1.263 1.262 1.304 1.330 1.360	Implied Linited Ultimate Losses \$855,000 \$1,783,984 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,695,720 \$2,070,648 \$1,664,030 \$2,590,552 \$5,961,069 \$2,005,138 \$3,634,506 \$2,086,428 \$2,449,929		Solected Estimated Ultimate Losses \$85,000 \$1,775,433 \$2,862,866 \$2,193,719 \$1,267,843 \$5,254,335 \$5,741,319 \$0,554,647 \$1,992,838 \$1,7634,501 \$2,979,752 \$2,504,424 \$2,504,046 \$1,672,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,239 \$3,372,518 \$1,683,217 \$2,253,642 \$1,886,277
Accident Period 330186-02/28/87 330187-02/28/88 330188-02/28/89 330189-02/28/80 330189-02/28/80 330189-02/28/80 330189-02/28/80 330189-02/28/80 330189-02/28/80 330189-02/28/80 330189-02/28/80 330189-02/28/80 330189-02/28/80 330189-02/28/80 330180-02/28/80 330180-02/28/80 330180-02/28/80 330180-02/28/80	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 365.0 342.0 330.0 318.0 294.0 292.0 270.0 258.0 246.0 234.0 198.0 198.0 198.0 198.0 198.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,049 1,051 1,053 1,056 1,059 1,063 1,066 1,071 1,075 1,081 1,087 1,084 1,102 1,112 1,112	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,003,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655 \$1,768,972 \$3,197,735 \$2,139,786 \$1,730,895	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.205 1.217 1.231 1.246 1.263 1.262 1.304 1.330 1.360 1.395	Implied Linited Ultimate Losses \$855,000 \$1,783,988 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,680,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,645,720 \$2,070,648 \$1,664,030 \$2,590,652 \$5,961,069 \$2,005,138 \$3,634,506 \$2,096,428 \$2,449,929 \$2,119,600		Solected Estimated Ultimate Losses 1855,000 \$1,775,433 42,862,866 \$2,159,719 \$1,257,843 \$5,259,335 \$5,741,319 \$5,554,647 \$1,992,833 \$7,634,501 \$2,979,752 \$2,594,424 \$2,504,646 \$1,972,330 \$1,892,556 \$32,466,644 \$4,5772,330 \$1,892,556 \$32,466,644 \$3,5772,330 \$1,892,556 \$32,466,644 \$3,5772,330 \$1,892,556 \$32,466,643 \$1,672,330 \$1,892,556 \$32,466,643 \$1,872,330 \$1,892,556 \$32,466,643 \$1,872,330 \$1,898,532 \$1,885,377 \$1,932,230 \$1,988,504
Accident Period 33/01/86-02/28/87 33/01/87-02/28/88 33/01/89-02/28/89 33/01/91-02/28/91 33/01/91-02/28/92 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93 33/01/93-02/28/93	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 365.0 365.0 364.0 330.0 318.0 294.0 270.0 258.0 246.0 234.0 222.0 210.0 198.0 174.0 162.0 158.0 158.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,053 1,055 1,055 1,055 1,055 1,066 1,071 1,075 1,081 1,087 1,084 1,102 1,112 1,123 1,137	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$5,249,785 \$6,134,796 \$5,515,159 \$8,305,008 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655 \$1,766,972 \$3,197,859 \$1,737,735 \$2,139,786 \$1,730,895 \$1,730,895 \$1,730,895	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.195 1.205 1.217 1.231 1.246 1.263 1.304 1.330 1.360 1.395 1.438	Implied Linited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,680,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,695,720 \$2,070,648 \$1,664,030 \$2,5961,069 \$2,005,138 \$3,634,506 \$2,005,138 \$3,634,506 \$2,005,138 \$3,634,506 \$2,449,929 \$2,119,600 \$2,197,442		Solected Estimated Ultimate Losses \$85,000 \$1,775,433 \$2,862,866 \$2,193,719 \$1,267,843 \$5,254,335 \$5,741,319 \$0,554,647 \$1,992,838 \$1,7634,501 \$2,979,752 \$2,504,424 \$2,504,046 \$1,672,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,656 \$2,466,649 \$1,572,336 \$1,592,239 \$3,372,518 \$1,683,217 \$2,253,642 \$1,886,277
Accident Period	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 365.0 365.0 365.0 360.0 294.0 262.0 270.0 258.0 246.0 221.0 198.0 198.0 150.0 150.0 120.0 102.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,049 1,051 1,053 1,056 1,059 1,066 1,071 1,075 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,081 1,087 1,087 1,081 1,183 1,183	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,305,008 \$1,907,808 \$1,907,808 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655 \$1,766,972 \$3,197,859 \$1,737,735 \$2,139,786 \$1,730,895 \$1,730,895 \$1,755,572 \$1,780,720	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.195 1.205 1.205 1.217 1.231 1.246 1.263 1.262 1.304 1.330 1.360 1.395 1.498	Implied Linited Ultimate Losses \$855,000 \$1,793,998 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,695,720 \$2,070,648 \$1,664,030 \$2,590,652 \$5,90,652 \$5,90,652 \$2,005,138 \$3,634,506 \$2,096,428 \$2,449,929 \$2,119,600 \$2,197,442 \$2,300,655		Selected Estimated Ultimate Losses 1855,000 \$1,775,433 42,862,866 \$2,150,719 \$1,257,843 \$5,254,335 \$5,761,319 \$5,554,647 \$1,962,833 \$7,634,501 \$2,979,762 \$2,564,424 \$2,564,424 \$2,564,647 \$1,972,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330 \$1,872,330
Accident Period 3/01/186-02/28/87 3/01/187-02/28/88 3/01/189-02/28/99 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91 3/01/190-02/28/91	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 365.0 342.0 330.0 318.0 294.0 222.0 270.0 258.0 246.0 234.0 186.0 174.0 186.0 138.0 126.0 138.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,049 1,051 1,053 1,056 1,059 1,063 1,066 1,071 1,075 1,081 1,087 1,084 1,102 1,112 1,123 1,137 1,154 1,175 1,203	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,003,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,306,008 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655 \$1,766,972 \$3,197,735 \$2,139,786 \$1,730,895 \$1,730,895 \$1,755,572 \$1,780,720 \$2,223,656 \$2,231,453	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.205 1.217 1.231 1.246 1.263 1.262 1.304 1.330 1.360 1.395 1.438 1.491	Implied Linited Ultimate Losses \$855,000 \$1,783,984 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,695,720 \$2,070,648 \$1,664,030 \$2,590,552 \$5,961,069 \$2,005,138 \$3,634,506 \$2,049,929 \$2,119,600 \$2,197,442 \$2,300,685 \$2,179,442 \$2,300,685 \$2,770,661		Solected Estimated Utilimate Losses 1855 000 \$1,775,433 \$1,267,843 \$6,229,335 \$1,743,319 \$0,554,647 \$1,992,838 \$7,634,504 \$2,979,752 \$2,504,424 \$2,504,424 \$2,504,424 \$2,504,646 \$1,972,330 \$1,892,230 \$1,892,230 \$1,892,230 \$1,892,230 \$1,892,230 \$1,892,230 \$1,893,232 \$1,998,654 \$1,998,654
Accident Period 3301186-02/28/87 3301187-02/28/88 3301189-02/28/99 330139-02/28/99 330139-02/28/99 330139-02/28/99 330139-02/28/99 330139-02/28/99 330139-02/28/99 330139-02/28/99 330139-02/28/99 330139-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 330130-02/28/99 33013011/03-02/28/99	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 390.0 378.0 365.0 355.0 362.0 330.0 318.0 282.0 270.0 258.0 246.0 234.0 222.0 160.0 174.0 162.0 150.0 126.0 114.0 102.0 78.0 78.0	Cumulative Rptd Loss Dev Factor 1,037 1,038 1,039 1,041 1,043 1,044 1,046 1,053 1,053 1,056 1,059 1,066 1,071 1,075 1,081 1,087 1,084 1,102 1,112 1,123 1,137 1,154 1,175 1,203 1,240	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,823,229 \$2,083,259 \$3,289,785 \$6,134,796 \$5,515,159 \$8,305,008 \$7,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,545,074 \$2,383,978 \$5,322,655 \$1,768,972 \$3,197,859 \$1,737,733 \$2,139,786 \$1,737,735 \$2,139,786 \$1,730,895 \$1,755,572 \$1,780,720 \$2,223,656 \$2,531,453 \$1,691,112	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.195 1.205 1.217 1.231 1.246 1.262 1.304 1.330 1.360 1.395 1.438 1.491 1.557 1.641	Implied Linited Ultimate Losses \$855,000 \$1,783,988 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,600,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,642,563 \$2,645,720 \$2,070,648 \$1,664,030 \$2,590,552 \$5,961,069 \$2,005,138 \$3,634,505 \$2,096,428 \$2,4419,929 \$2,119,600 \$2,197,442 \$2,300,655 \$2,777,661 \$3,279,245		Solected Estimated Ultimate Losses 1855,000 \$1,775,433 \$2,865,865 \$2,199,719 \$1,252,843 \$5,244,319 \$6,259,335 \$3,741,319 \$6,554,647 \$1,992,833 \$7,634,501 \$2,279,762 \$2,504,046 \$1,572,330 \$1,582,566 \$2,466,640 \$1,572,330 \$1,582,566 \$2,466,640 \$1,572,330 \$1,582,566 \$2,463,640 \$1,572,330 \$1,582,566 \$1,642,340 \$1,572,340 \$1,862,239 \$1,3772,518 \$1,885,377 \$1,932,263 \$1,885,377 \$1,932,263 \$1,988,377
Accident Period 330186-02/28/87 330187-02/28/88 330188-02/28/89 330188-02/28/89 330189-02/28/89 330193-02/28/84 330193-02/28/84 330193-02/28/89 330193-02/28/89 330193-02/28/89 330193-02/28/89 330193-02/28/89 330193-02/28/89 330193-02/28/89 330193-02/28/89 330193-02/28/80 330193-02/28/80 330193-02/28/80 330193-02/28/80 330193-02/28/80 330193-02/28/80 330193-02/28/80 330193-02/28/80 330193-02/28/80 330193-02/28/80 330193-02/28/80 330193-02/28/80 330193-02/28/80	Evaluation Date 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018 8/31/2018	Maturity (months) 399.0 378.0 366.0 351.0 308.0 294.0 294.0 227.0 246.0 246.0 222.0 210.0 198.0 174.0 162.0 138.0 126.0 138.0 66.0	Cumulative Rptd Loss Dev 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1,087 1,087 1,087 1,087 1,08	Implied Limited Ultimate Losses \$855,001 \$1,763,056 \$2,832,329 \$2,083,519 \$3,289,785 \$6,134,796 \$5,515,159 \$8,305,008 \$1,907,808 \$1,907,808 \$1,907,808 \$1,907,808 \$1,907,808 \$1,907,808 \$1,319,070 \$2,917,167 \$2,412,331 \$2,376,264 \$1,906,785 \$1,766,972 \$3,197,659 \$1,730,895 \$1,737,735 \$2,139,786 \$1,730,895 \$1,730,895 \$1,730,895 \$1,755,572 \$1,780,720 \$2,223,656 \$2,531,453 \$1,691,112 \$1,559,070	Cumulative Paid Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.205 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 1.201 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\$7,634,501 \$2,979,752 \$2,504,424 \$2,604,046 \$1,672,330 \$1,882,556 \$2,466,648 \$1,672,330 \$1,882,256 \$2,466,648 \$5,775,8021 \$1,882,256 \$2,466,648 \$5,775,8021 \$1,882,256 \$2,466,648 \$1,672,330 \$1,882,256 \$2,466,648 \$1,772,330 \$1,882,256 \$2,466,648 \$1,872,330 \$1,882,256 \$2,466,648 \$1,872,330 \$1,882,256 \$2,466,648 \$1,872,230 \$1,982,654 \$2,466,648 \$1,883,217 \$1,882,576 \$2,465,648 \$1,883,217
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\$2,383,978 \$5,322,655 \$1,766,972 \$3,197,735 \$2,139,786 \$1,730,895 \$1,737,735 \$2,139,786 \$1,730,895 \$1,755,572 \$1,780,720 \$2,223,656 \$2,531,453 \$1,691,112 \$1,559,070 \$2,416,550 \$4,940,373	Cumulative Pald Loss Dev Factor 1.122 1.126 1.131 1.136 1.142 1.147 1.154 1.161 1.168 1.176 1.185 1.195 1.205 1.217 1.231 1.246 1.263 1.262 1.304 1.330 1.360 1.395 1.438 1.491 1.491 1.597 1.641 1.754 1.911 2.143	Implied Linited Ultimate Losses \$855,000 \$1,783,988 \$2,922,322 \$2,274,019 \$3,197,445 \$6,433,644 \$6,080,559 \$8,927,605 \$2,120,382 \$8,107,849 \$3,073,630 \$2,642,563 \$2,645,720 \$2,070,648 \$1,664,030 \$2,590,552 \$5,961,069 \$2,005,138 \$3,634,505 \$2,096,428 \$2,449,929 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 \$2,119,600 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Totals 533,0 Columns (D) and (E): Exhibit 1, Sheet 1 Columni(F): Appendix B, Sheet 1 Columns (G) through (I): PMA Large Loss Report by Policy Period Column(M): Appendix A, Sheet 9 & 9A

Column(N):{Col(i)-Col(i)}xCol(M) + Col(G) x Specific Retention Column(O): Appanetix A, Sheet 4 & 4A
Column(P):{Col(i:)-Col(i)}xCol(O) + Col(G) x Specific Retention Column(Q): 50% of Col. (N) and 40% Col. (P)

Estimation of Limited Ultimate Losses

(A)	(B)	(C)	(D) Trended	(E)	(F)	(G)	(H)
	Limited	Loss	Limited		Payroll		Loss Rate
Accident	Ultimate	Trend	Ultimate		Trend	Adjusted	per \$100
Period	Losses	Factor	Losses	Payroll	Factor	Payroll	of Payroll
03/01/08-02/28/09	\$1,932,320	1.791	\$3,460,491	\$19,040,392	1.553	\$29,569,147	\$11.70
03/01/09-02/28/10	\$1,988,694	1.689	\$3,359,857	\$19,712,101	1.486	\$29,294,058	\$11.47
03/01/10-02/28/11	\$2,445,658	1.594	\$3,898,007	\$24,932,924	1.422	\$35,457,126	\$10.99
03/01/11-02/28/12	\$2,830,570	1.504	\$4,256,130	\$24,599,047	1.361	\$33,475,904	\$12.71
03/01/12-02/28/13	\$1,935,088	1,419	\$2,744,959	\$23,644,343	1.302	\$30,791,086	\$8.91
03/01/13-02/28/14	\$1,858,303	1.338	\$2,486,829	\$29,012,097	1.246	\$36,154,351	\$6.88
03/01/14-02/28/15	\$2,945,086	1,262	\$3,718,103	\$30,877,936	1.193	\$36,822,513	\$10.10
03/01/15-02/28/16	\$5,715,446	1.191	\$6,807,188	\$32,267,559	1.141	\$36,822,645	\$18.49
03/01/16-02/28/17	\$4,284,908	1.124	\$4,814,523	\$31,886,230	1.092	\$34,820,560	\$13.83
03/01/17-02/28/18	\$2,571,752	1.060	\$2,726,058	\$33,294,778	1.045	\$34,793,043	\$7.84
Total	\$28,507,825		\$38,272,145			\$338,000,433	\$11.32
Excl Hi & Lo			\$28,978,129			\$265,023,437	\$10.93
Avg Last 5 Yrs			\$20,552,699			\$179,413,112	\$11.46
Avg Last 3 Yrs			\$14,347,768			\$106,436,248	\$13.48

(I)	(J)	(K)	(L)
			Forecast
	Selected		Limited
Accident	Loss		Ultimate
Period	Rate	Payroll	Losses
03/01/18-02/28/19	\$12.00	\$33,463,880	\$4,015,666
03/01/19-02/28/20	\$12.17	\$35,038,302	\$4,264,949

Column(F): Based upon a selected annual wage trend of 4.5%

Column(G): Column (E) x Column (F)

Column(H): Column (D) / Column (G)

Column(J): Selected average of Column (H), trended for 2019-20

Column(K): Exhibit 1, Sheet 2

Column(L): Column (J) x Column (K)

Column(B): Exhibit 2, Sheet 3

Column(C): Based upon a selected annual loss trend of 6.0%

Column(D): Column (B) x Column (C)

Column(E): Exhibit 1, Sheet 2

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Projection of Discounted Outstanding Losses

(A)	(B) Limited	(C)	(D)	(E)	(F) Discounted
Accident	Ultimate	Paid	Outstanding	Discount	Outstanding
Year	Losses	Losses	Losses	Factor	Losses
As of Augus	st 31, 2018;				
Pre - 1986	\$9,446,097	\$9,110,269	\$335,828	1.000	\$335,828
1986/87	\$855,000	\$850,000	\$5,001	1.000	\$5,001
1987/88	\$1,775,433	\$1,749,793	\$25,640	0.985	\$25,266
1988/89	\$2,862,866	\$2,687,344	\$175,522	0.971	\$170,410
1989/90	\$2,159,719	\$2,001,581	\$158,138	0.964	\$152,376
1990/91	\$3,252,849	\$2,801,020	\$451,829	0.956	\$432,062
1991/92	\$6,254,335	\$5,607,310	\$647,025	0.943	\$609,988
1992/93	\$5,741,319	\$5,270,593	\$470,726	0.929	\$437,428
1993/94	\$8,554,647	\$7,692,800	\$861,847	0.915	\$788,834
1994/95	\$1,992,838	\$1,815,475	\$177,363	0.901	\$159,858
1995/96	\$7,634,501	\$6,893,909	\$740,592	0.887	\$657,124
1996/97	\$2,979,752	\$2,593,909	\$385,843	0.873	\$336,951
1997/98	\$2,504,424	\$2,272,356	\$232,068	0.859	\$199,432
1998/99	\$2,504,046	\$2,236,204	\$267,842	0.845	\$226,447
1999/00	\$1,972,330	\$1,832,579	\$139,751	0.832	\$116,228
2000/01	\$1,592,656	\$1,481,672	\$110,984	0.818	\$90,775
2001/02	\$2,466,648	\$2,303,711	\$162,937	0.804	\$131,052
2002/03	\$5,578,021	\$4,970,512	\$607,509	0.791	\$480,366
2003/04	\$1,862,239	\$1,571,585	\$290,654	0.780	\$226,728
2004/05	\$3,372,518	\$2,973,566	\$398,952	0.769	\$306,957
2005/06	\$1,881,211	\$1,576,622	\$304,589	0.762	\$232,090
2006/07	\$2,263,843	\$1,813,348	\$450,495	0.755	\$339,918
2007/08	\$1,886,377	\$1,519,104	\$367,273	0.750	\$275,413
2008/09	\$1,932,320	\$1,527,949	\$404,371	0.745	\$301,349
2009/10	\$1,988,694	\$1,543,323	\$445,371	0.744	\$331,257
2010/11	\$2,445,658	\$1,785,149	\$660,509	0.742	\$490,315
2011/12	\$2,830,570	\$1,998,033	\$832,537	0.743	\$618,558
2012/13	\$1,935,088	\$1,311,910	\$623,178	0.745	\$464,547
2013/14	\$1,858,303	\$1,207,373	\$650,930	0.749	\$487,833
2014/15	\$2,945,086	\$1,744,124	\$1,200,962	0.755	\$906,707
2015/16	\$5,715,446	\$2,667,540	\$3,047,906	0.762	\$2,322,934
2016/17	\$4,284,908	\$1,671,436	\$2,613,472	0.771	\$2,014,445
2017/18	\$2,571,752	\$702,094	\$1,869,658	0.781	\$1,459,525
2018/19	\$2,007,833	<u>\$140,605</u>	<u>\$1,867,228</u>	0.791	<u>\$1,476,045</u>
Totals	\$111,909,327	\$89,924,798	\$21,984,529		\$17,610,046

Column (B): Exhibit 2, Sheet 3, or Exhibit 1, Sheet 1 for Pre-1986

Accident Year 2018/19 from Loss Forecast, Exhibit 3, as of 6 months

Column (C): Exhibit 1, Sheet 1, less claim payments in excess of SIR (applicable to program years 1986 - 1988, 1999 - 2004)

Column (D): Column (B) - Column (C)

Column (E): Appendix C

Column (F): Column (D) x Column (E)

Projection of Annual Expenditure Amounts Calendar Year 2019

(A)	(B)	(C)	(D)	(E)	(F) Percentage	(G) Anticipated
		Accident	Ultimate			Losses & ALAE
	Unlimited	Year Age	Paid Loss	Percentage	Paid in	Paid in
Accident		(in months)	Development	Paid As of	Upcoming	Upcoming
Year	Losses	at 12/31/18	Factor	at 12/31/18	12 Months	12 Months
Pre - 1986	\$9,446,097	442		97.6%	1.0%	\$94,461
1986/87	\$1,599,161	394	1.051	95.1%	1.0%	\$15,992
1987/88	\$2,634,323	382	1.063	94.0%	1.1%	\$28,278
1988/89	\$3,805,709	370	1.075	93.0%	1.0%	\$39,940
1989/90	\$2,159,719	358	1.087	92.0%	1.0%	\$22,166
1990/91	\$3,252,849	346	1.099	91.0%	1.0%	\$32,656
1991/92	\$6,254,335	334	1.111	90.0%	1.0%	\$61,432
1992/93	\$5,741,319	322	1.123	89.0%	1.0%	\$55,188
1993/94	\$8,554,647	310	1.135	88.1%	0.9%	\$80,493
1994/95	\$1,992,838	298	1.148	87.1%	1.0%	\$19,872
1995/96	\$7,634,501	286	1.161	86.1%	1.0%	\$74,423
1996/97	\$2,979,752	274	1.174	85.2%	1.0%	\$28,404
1997/98	\$2,544,530	262	1.187	84.2%	0.9%	\$23,724
1998/99	\$2,504,046	250	1.200	83.3%	0.9%	\$22,841
1999/00	\$2,284,019	238	1.213	82.4%	0.9%	\$20,388
2000/01	\$1,986,896	226	1.226	81.6%	0.9%	\$17,179
2001/02	\$2,864,558	214	1.241	80.6%	0.9%	\$27,129
2002/03	\$6,555,745	202	1.257	79.6%	1.0%	\$68,273
2003/04	\$2,094,728	190	1.275	78.4%	1.2%	\$24,091
2004/05	\$3,650,643	178	1,296	77.1%	1.3%	\$46,580
2005/06	\$1,881,211	166	1.321	75.7%	1.4%	\$26,765
2006/07	\$2,295,583	154	1.349	74.1%	1.6%	\$36,622
2007/08	\$1,886,377	142	1.383	72.3%	1.8%	\$33,950
2008/09	\$1,932,320	130	1.423	70.3%	2.0%	\$39,500
2009/10	\$1,988,694	118	1.472	67.9%	2.3%	\$46,520
2010/11	\$2,445,658	106	1.533	65.2%	2.7%	\$66,016
2011/12	\$2,830,570	94	1.610	62.1%	3.1%	\$88,990
2012/13	\$1,935,088	82	1.712	58.4%	3.7%	\$71,597
2013/14	\$1,858,303	70	1.852	54.0%	4.4%	\$81,859
2014/15	\$2,945,086	58	2.054	48.7%	5.3%	\$156,441
2015/16	\$6,921,615	46	2.371	42.2%	6.5%	\$449,507
2016/17	\$4,284,908	34	2.930	34.1%	8.1%	\$344,938
2017/18	\$4,015,666	22	4.158	24.0%	10.1%	\$404,982
2018/19	\$4,015,666	10	8.709	11.5%	12.6%	\$504,603
2019/00	\$4,264,949	0	N/A	0.0%	11.5%	\$489,728
Totals	\$126,042,107					\$3,645,526

Column (B): Exhibit 2, Sheet 1 or Exhibit 3 for Accident Years 2018 and 2019

Column (D): Appendix A, Sheet 5, runoff of 1998/99 and prior

Column (E): 1/Column (D)

Column (F): Annual Differences in Column (E)

Pre-1986 based upon factors from Appendix A, Sheet 3, 4 year prior

Column (G): Column (B) x Column (F)

\$2,187,316 @ 60% \$2,916,421 Midpoint

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City of Scranton Workers Compensation Appendix A Sheet 2

Analysis Hassed Upon Paid Loss and Expenses As of December 31, 2011

											<u> Point</u>	to Point Pai	Loss Dave													
On		12:24	24:38 1,450	38:48 1,270	48:50 1.265	60:72 1,151	72;8 <u>4</u> 1,123	84;96 1,088	98:108 1,074	106:120	120:132	132:144	144:156	158:158	188;180 1.052	180; <u>19</u> 2 1,028	192:204	204:218 1.035	218;228 1.021	228;25Q 1,021	240;252 1,023	252:284 1,022	254:276 1.022	2 <u>76:</u> 268 1.024	288;3 <u>00</u> 1,024	Tall
Str. Averag		2,194	1.459	1.250	1,257	1.144	1.145	1.088	1.088	1.062 1.055	1,038	1,057	1.042	1,033	1.045	1,027	1.029	1,032	1.017	1,019 1,022	1.022	1.021	1,021	1,023	1.024	
Avg (x-hig	n & IPW)	2.202	1.442	1,248	1.201	1,134														4 445	4 000	4 000	4 550	4 000		4 / 02
Selected		2.215	1,450	1.200	1,285	1.145	1.135	1.088	1.078	1.059	1.038	1.082	1,042	1.034	1,048	1.028	1.030	1.033	1.020	1,020	1.022	1.022	1.022	1.023	1.024	1.100
Cumulativ Cumulativ PMA Fitte 50/50 into	elwitall d	12.418 13.350 3.511 8.430	5.806 8,027 1,818 3,922	3,887 4,158 1,424 2,790	3.222 3.484 1.288 2.385	2.547 2.735 1.188 1.982	2,225 2,391 1,138 1,785	1.950 2.107 1.108 1.507	1,805 1,940 1,087 1,513	1,874 1,800 1,072 1,436	1,581 1,699 1,050 1,380	1,523 1,837 1,052 1,345	1,434 1,542 1,045 1,293	1,376 1,480 1,040 1,260	1,331 1,431 1,035 1,233	1,273 1,388 1,031 1,200	1,238 1,331 1,028 1,179	1.202 1,292 1,026 1,159	1.183 1.251 1.023 1.137	1,141 1,226 1,021 1,124	1.118 1.202 1.020 1.111	1.094 1.178	1,071 1.151	1,048 1,126	1,024 1,101	1.075
2005 Bure Cumulat	eu Factors ive for Industry	8.778 Grouping 15	3.415 : Public Adm	2.701 Inlatration	2.320	2.070	1.906	1.789	1.685	1,607	1.540	1,475	1,418	1.384	1.316	1.270	1,228	1,190	1.157							
60/60 Wei (Bureau/s	ighting Scratton interna	7.804 k()	2,689	2.748	2,343	2.018	1.838	1.698	1,599	1,521	1,480	1.410	1,358	1,312	1.274	1,235	1,204	1.174								

Paid_Triangle_tis

Analysis Based Upon Paid Loss and Expenses As of August 31, 2018

ACCIDENT								750	a Abgost 51,	1010										
YEAR 3/1/97 - 2/28/98	6 Months	18 Months	30 Months	42 Months	54 Vonths	66 Months	78 Months	90 Months	102 Months	114 Months	128 Months	138 Months	150 Months	162 Months	174 Months	186 Months	198 Months	210 Months		
3/1/97 - 2/26/99 3/1/99 - 2/28/00 3/1/00 - 2/28/00 3/1/00 - 2/28/00 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/05 3/1/05 - 2/28/05 3/1/05 - 2/28/05 3/1/05 - 2/28/05 3/1/07 - 2/28/08 3/1/07 - 2/28/08 3/1/08 - 2/28/10 3/1/10 - 2/28/11 3/1/11 - 2/28/13 3/1/13 - 2/28/14 3/1/14 - 2/28/15 3/1/15 - 2/28/14 3/1/14 - 2/28/15 3/1/15 - 2/28/17 3/1/17 - 2/28/18	\$252,058	\$1,852,708	\$1,476,079 \$2,221,479 \$1,671,436	\$1,225,407 \$1,565,009 \$2,667,540	\$1,230,575 \$1,186,240 \$1,744,124	\$1,919,618 \$1,288,299 \$1,207,373	1 \$1,747,523 51,957,485 51,311,910	\$1,395,45B \$1,747,959 \$1,998,033	\$1,503,913 \$1,413,852	\$1,510,863 \$1,521,724	\$1,712,312 \$1,515,262	\$1,576,424 \$1,773,638 \$1,519,104	\$3,087,333 \$1,576,622	\$1,524,313 \$3,087,946	\$5,627,769 \$1,553,858	\$2,505,028 \$5,638,984	\$2,026,959 \$1,751,046 \$2,505,028	\$1,751,048	\$2,216,524 \$2,026,959	\$2,268,003 \$2,235,761 \$2,235,761 \$2,026,959
		0 , 02,00;																		
3/1/18 - 2/25/19	\$140,605	0,02,000					4 -	lut to Soint D	ald I am Davi											
3/1/18 - 2/25/19 ACCIDENT YEAR		18:30	30:42	<u>42:54</u>	<u>54:66</u>	<u>66:78</u>	<u>Po</u> 78;90	Int to Point P: 90:102	102:114	lopment Fac 114:126	tors 125:138	138:150	<u>150:162</u>	<u>162:174</u>	<u>174:186</u>	186:198	198:210	210:222	222:234	
3/1/18 - 2/25/19 ACCIDENT YEAR 3/1/97 - 2/25/98 3/1/98 - 2/28/99	\$140,605	•		<u>42:54</u>	<u>54:68</u>	<u>66:78</u>						138;150	<u>150:162</u>	<u>162:174</u>	<u>174:186</u>	186:198	<u>198:210</u>	210:222 1.029	222:234 1.001 1.009	
3/1/18 - 2/25/19 ACCIDENT YEAR 3/1/97 - 2/26/98	\$140,605	•		<u>42:54</u>	<u>54:66</u>	<u>66:78</u>						138:150	<u>150:162</u>	<u>162:174</u>	<u>174:186</u>		1.000	1.029	1.001	
3/1/18 - 2/28/19 ACCIDENT YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/01 3/1/00 - 2/28/01 3/1/01 - 2/28/02	\$140,605	•		<u>42:54</u>	<u>54:66</u>	<u>66:78</u>						<u>138:150</u>	<u>150:162</u>		1,000	1.000	1.000 1.000 1.000	1.029	1.001	
3/1/19 - 2/28/19 ACCIDENT YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04	\$140,605	•		42:54	<u>54:96</u>	<u>66:78</u>							1.016	1.003 1.019	1,000 1,002 1,015	1.000 1.000 1.002	1.000 1.000 1.000	1.029	1.001	
3/1/18 - 2/25/19 ACCIDENT YEAR 3/1/97 - 2/26/98 3/1/98 - 2/28/99 3/1/99 - 2/26/00 3/1/00 - 2/26/01 3/1/01 - 2/26/03 3/1/02 - 2/26/03	\$140,605	•		<u>42:54</u>	<u>54:86</u>	<u>66:78</u>					125:138	1.000	1.016	1.003 1.019 1.000	1,000 1,002 1,015	1.000 1.000 1.002	1.000 1.000 1.000	1.029	1.001	
3/1/19 - 2/28/19 ACCIDENT YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/69 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/06 3/1/05 - 2/28/07	\$140,605	•		<u>42:54</u>	<u>54:86</u>	<u>66:78</u>			102:114	114:126	0,991 1,036	1.000 1.000 1,022	1.016 1.000 1.000	1.003 1.019 1.000	1,000 1,002 1,015	1.000 1.000 1.002	1.000 1.000 1.000	1.029	1.001	
3/1/18 - 2/28/19 ACCIDENT YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/06 3/1/05 - 2/28/07 3/1/07 - 2/28/07	\$140,605	•		12:51	<u>54:86</u>	<u>66:78</u>		90:102	102:114	1.033 1.003	0.991 1.036 1.003	1.000 1.000 1,022	1.016 1.000 1.000	1.003 1.019 1.000	1,000 1,002 1,015	1.000 1.000 1.002	1.000 1.000 1.000	1.029	1.001	
3/1/19 - 2/28/19 ACCIDENT YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/69 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/06 3/1/05 - 2/28/08 3/1/06 - 2/28/09 3/1/09 - 2/28/09	\$140,605	•		42:54	<u>54:86</u>		75:90 1.040	90:102 1,005 1,013	1,003 1,012 1,012	1.033 1.003 1.004	0.991 1.036 1.003	1.000 1.000 1,022	1.016 1.000 1.000	1.003 1.019 1.000	1,000 1,002 1,015	1.000 1.000 1.002	1.000 1.000 1.000	1.029	1.001	
3/1/18 - 2/25/19 ACCIDENT YEAR 3/1/197 - 2/25/198 3/1/198 - 2/25/199 3/1/199 - 2/25/100 3/1/101 - 2/25/101 3/1/101 - 2/25/103 3/1/103 - 2/25/103 3/1/103 - 2/25/103 3/1/105 - 2/25/103 3/1/105 - 2/25/103 3/1/105 - 2/25/103 3/1/105 - 2/25/103 3/1/105 - 2/25/103 3/1/105 - 2/25/103 3/1/105 - 2/25/103 3/1/105 - 2/25/103 3/1/105 - 2/25/103	\$140,605	•		<u>42:54</u>		1.01	79:90 1.040 5 1.000	90:102 1,005 1,013 1,021	1,003 1,012 1,012	1.033 1.003 1.004	0.991 1.036 1.003	1.000 1.000 1,022	1.016 1.000 1.000	1.003 1.019 1.000	1,000 1,002 1,015	1.000 1.000 1.002	1.000 1.000 1.000	1.029	1.001	·
3/1/19 - 2/28/19 ACCIDENT YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/06 3/1/05 - 2/28/08 3/1/05 - 2/28/08 3/1/05 - 2/28/09 3/1/07 - 2/28/09 3/1/07 - 2/28/10 3/1/10 - 2/28/11 3/1/11 - 2/28/13 3/1/11 - 2/28/13	\$140,605	•		42:54	1.020	1.01: 0 1.02:	79:90 1.040 5 1.000 0 1.021	90:102 1,005 1,013 1,021	1,003 1,012 1,012	1.033 1.003 1.004	0.991 1.036 1.003	1.000 1.000 1,022	1.016 1.000 1.000	1.003 1.019 1.000	1,000 1,002 1,015	1.000 1.000 1.002	1.000 1.000 1.000	1.029	1.001	
3/1/18 - 2/25/19 ACCIDENT YEAR 3/1/97 - 2/25/98 3/1/99 - 2/25/90 3/1/00 - 2/25/00 3/1/00 - 2/25/01 3/1/01 - 2/25/03 3/1/03 - 2/25/03 3/1/03 - 2/25/03 3/1/03 - 2/25/03 3/1/05 - 2/25/03 3/1/05 - 2/25/03 3/1/06 - 2/25/03 3/1/07 - 2/25/05 3/1/09 - 2/25/10 3/1/10 - 2/25/11 3/1/11 - 2/25/12 3/1/11 - 2/25/13 3/1/13 - 2/25/14	\$140,605	18:30	<u>30:42</u>	1.335 9 0.958	1.020 5 1.047 5 1.018	1.01: 0 1.02: 7 1.01	79:90 1.040 5 1.000 0 1.021	90:102 1,005 1,013 1,021	1,003 1,012 1,012	1.033 1.003 1.004	0.991 1.036 1.003	1.000 1.000 1,022	1.016 1.000 1.000	1.003 1.019 1.000	1,000 1,002 1,015	1.000 1.000 1.002	1.000 1.000 1.000	1.029	1.001	·
3/1/18 - 2/28/19 ACCIDENT YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/08 3/1/05 - 2/28/08 3/1/06 - 2/28/08 3/1/07 - 2/28/08 3/1/07 - 2/28/10 3/1/10 - 2/28/11 3/1/11 - 2/28/12 3/1/13 - 2/28/14 3/1/14 - 2/28/15	\$140,606 \$:18	18:30	30:42 3.0:42 1.11s 1.066	1.335 9 0.968 0 1.114	1.020 5 1.047 5 1.018	1.01: 0 1.02: 7 1.01	79:90 1.040 5 1.000 0 1.021	90:102 1,005 1,013 1,021	1,003 1,012 1,012	1.033 1.003 1.004	0.991 1.036 1.003	1.000 1.000 1,022	1.016 1.000 1.000	1.003 1.019 1.000	1,000 1,002 1,015	1.000 1.000 1.002	1.000 1.000 1.000	1.029	1.001	·
3/1/18 - 2/28/19 ACCIDENT YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/69 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/03 3/1/03 - 2/28/03 3/1/03 - 2/28/03 3/1/05 - 2/28/08 3/1/06 - 2/28/09 3/1/06 - 2/28/09 3/1/08 - 2/28/10 3/1/07 - 2/28/10 3/1/10 - 2/28/11 3/1/11 - 2/28/12 3/1/11 - 2/28/12 3/1/11 - 2/28/12	\$140,605	18:30	30:42 1.115 1.060 1.20	1.335 9 0.968 0 1.114	1.020 5 1.047 5 1.018	1.01: 0 1.02: 7 1.01	79:90 1.040 5 1.000 0 1.021	90:102 1,005 1,013 1,021	1,003 1,012 1,012	1.033 1.003 1.004	0.991 1.036 1.003	1.000 1.000 1,022	1.016 1.000 1.000	1.003 1.019 1.000	1,000 1,002 1,015	1.000 1.000 1.002	1.000 1.000 1.000	1.029	1.001	

Paid_PMA_Trianglexis

City of Scranton - PMA experience only Workers Compensation Appendix A Sheet 2A

Analysis Based Upon Paid Loss and Expenses As of August 31, 2018

							Point	to Point Pal	d Loss Devel	ogment Fact	0.02									•
Str. Average Wgtd Avg. Avg (x-high & low)	6:18 5.770 5,877 5,259	18:30 1.348 1.305 1.261	30:42 1.127 1.139 1.119	<u>42:54</u> 1.139 1.121 1.114	54:66 1,028 1,027 1,020	66:78 1,018 1,018 1,018	78:90 1.020 1.019 1.021	90:102 1.013 1.014 1.013	102:114 1.038 1,034 1,012	114;126 1,013 1,014 1,004	126:136 1,010 1,011 1,003	138:150 1,008 1,006 1,000	150;152 1,005 1,004 1,000	1.008 1.005 1.003	1.006 1.004 1.002	1,001 1,001 1,000 1,000	1,000 1,000 1,000 1,000	210;222 1.010 1.010 1.000	1.003 1.003 1.001	<u>Tel</u>
Selected	5.750	1,300	1.125	1.120	1.027	1,018	1,020	1.015	1.035	1.013	1.010	1.006	1.004	1.005	1.004	1.001	1.000	1.010	1,005	
Cumulative/No tall Cumulative/w/tell	11.179 11.179	1,944 1,944	1.495 1.496	1.329 1.329	1.187 1.187	1.1 <i>5</i> 6 1.156	1,135 1,135	1.113 1.113	1,097 1,097	1.059 1.059	1.046 1.046	1.036 1.036	1,029 1,029	1.025 1.025	1.020 1.020	1.016 1.016	1.015 1.015	1.015 1.015	1.005 1.005	1.000

Paid_PMA_Trianglexis

The City of Scranton City of Scranton WC Paid Loss Development Factors

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

	Curve : Y = (Power Mod		Gurve : Y = 1 / [1 - EXP(-AX (Welbull)	^B)]	Curve: Y = A* (1/X)^5+1 (Inverse Power Cu	rve) [*** SELECTED ***
ACTUAL VALUE X Y Cumulati Maturity Paid Los	X LN[LN(Y)]	UES FITTED VALUES	TRANSFORMED VALUES LN(X) Double Log [Y/(Y-1)]	FITTED VALUES	TRANSFORMED VALUES LN(1/X) LN(Y-1)	FITTED VALUES	FITTED VALUES
Maturity Pald Los (Months) Dev Fact 12 12.41 24 5.60 36 3.86 48 3.22 60 2.54 72 2.22	x	X Y 120 1.478 132 1.382 144 1.307 155 1.248 188 1.201 180 1.164	X' Y	X Y . 120 1.551 132 1.466 144 1.397 156 1.340 168 1.293 180 1.254	2.48 2.44 -3.18 1.53 -3.58 1.05 -3.87 0.80 -4.09 0.44 -4.28 0.20	X Y 120 1.622 132 1.551 144 1.494 156 1.446 158 1.406 180 1.372	X Y 120 1.551 132 1.466 144 1.397 156 1.340 168 1.293 180 1.254
72 2.22 84 1.95 96 1.80 108 1.67	84.00 -0.40 96.00 -0.53	192 1.134 204 1.110 216 1.090 228 1.074 240 1.061 252 1.050 264 1.041 275 1.034 283 1.028 300 1.023 312 1.016 336 1.013 348 1.011	4.43 -0.34 4.56 -0.21 4.68 -0.09	192 1,220 204 1,192 216 1,166 228 1,147 240 1,128 252 1,113 264 1,099 276 1,087 288 1,077 300 1,068 312 1,060 324 1,053 336 1,046 348 1,041	4.43 -0.04 -4.56 -0.22 -4.58 -0.39	192 1.342 204 1.317 216 1.295 228 1.275 240 1.258 252 1.242 264 1.228 276 1.216 288 1.205 300 1.94 312 1.165 324 1.176 336 1.168 348 1.161	192 1.220 204 1.192 216 1.168 228 1.147 240 1.128 252 1.113 264 1.099 276 1.087 288 1.077 300 1.068 312 1.060 324 1.053 336 1.046
SUM AVERAGE	540.00 0.05 60.00 0.01		35.17 -8.16 3.91 -0.91		-35.17 5.80 -3.91 0.64		
		TER ESTIMATES	PARAMETER I		PARAMETER E		
	N = A = B =	9.000 13.290 0.984	N= A= B=	9.000 0.006 1.069	N = A = B =	9,000 273.503 1,271	
	R^2 =	0.977	R^2=	0.998	R^2 =	0.997	

CITY_PAID_TAIL.xis

Appendix A Sheet 4

The City of Scranton
Weighted Average of PA Bureau of WC Paid Loss Development Factors
& City of Scranton WC Weighted Paid Loss Development Factors

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

!	Curve: Y = A^(B^) (Power Model)	X) 	Curve : Y = 1 / [1 - EXP(-AX^((Welbull)	3)] 	Curve: Y = A* (1/X)^B + 1 (Inverse Power Cu	rve) [*** SELECTED ***
ACTUAL VALUES	TRANSFORMED VALUES	FITTED VALUES	TRANSFORMED VALUES	FITTED VALUES	TRANSFORMED VALUES	FITTED VALUES	FITTED VALUES
X Y	X LN[LN(Y)]	 	LN(X) Double Log [Y/(Y-1)]		LN(1/X) LN(Y-1)	<u>[</u>	
Maturity Paid Loss (Months) Dev Fector	<u>x</u> <u>Y</u>	X Y	<u>x'</u> <u>y'</u>	X Y	X Y	X Y	X Y
12 7.604 24 3.669 36 2.746 48 2.343 60 2.016 72 1.836 84 1.698 96 1.599	12.00 0.71 24.00 0.26 36.00 0.01 48.00 -0.16 60.00 -0.36 72.00 -0.50 84.00 -0.64 96.00 -0.76	6.0 6.243 18.0 4.507 30.0 3.448 42.0 2.767 54.0 2.309 66.0 1.989 78.0 1.760 90.0 1.592 102.0 1.466 114.0 1.369 126.0 1.295 138.0 1.237 150.0 1.981 162.0 1.154 174.0 1.125 186.0 1.083 210.0 1.088 222.0 1.055 234.0 1.045	2.48 -1.96 3.18 -1.14 3.58 -0.79 3.87 -0.59 4.09 -0.38 4.28 -0.24 4.43 -0.12 4.56 -0.02	6.0 12,639 18.0 4,973 30.0 3,325 42.0 2,597 64.0 2,186 66.0 1,922 78.0 1,740 90.0 1,606 102.0 1,505 114.0 1,425 126.0 1,362 138.0 1,311 150.0 1,268 162.0 1,233 174.0 1,203 186.0 1,178 198.0 1,156 210.0 1,138 222.0 1,122 234.0 1,108	-2.48 1.89 -3.18 0.98 -3.58 0.56 -3.87 0.29 -4.09 0.02 -4.28 -0.18 -4.43 -0.36 -4.56 -0.51	6.0 14.743 18.0 4.964 30.0 3.223 42.0 2.519 54.0 2.143 66.0 1.911 78.0 1.754 90.0 1.641 102.0 1.557 114.0 1.491 125.0 1.438 138.0 1.395 150.0 1.360 162.0 1.330 174.0 1.263 210.0 1.263 210.0 1.246 222.0 1.231 234.0 1.217	6.0 14.743 18.0 4.964 30.0 3.223 42.0 2.519 54.0 2.143 86.0 1.911 78.0 1.754 90.0 1.641 102.0 1.557 114.0 1.491 126.0 1.438 138.0 1.395 150.0 1.360 162.0 1.300 174.0 1.304 186.0 1.282 198.0 1.262 198.0 1.262 210.0 1.246 222.0 1.231 234.0 1.217
SUM AVERAGE	432.00 -1.43 54.00 -0.18	······	30.48 -5.24] 3.81 -0.65		-30.48 2.69 1 -3.81 0.34		
***************************************	PARAMETER E	STIMATES	PARAMETER E	STIMATES	PARAMETER E	STIMATES	
	N = A = B =	8.000 7.538 0.984	N= A≈ B=	8.000 0.016 0.912	N= A= B=	8,000 104.410 1.132	
	R^2=	0.953	R^2 =	0.991	R^2 =	0.998	

PAID_FIT.xls

28-5:p-18

The City of Scranton
Weighted Average of PA Bureau of WC Paid Loss Development Factors
& City of Scranton WC Weighted Paid Loss Development Factors

Appendix A Sheet 4A

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

	Curve: Y= A (Power Mode		Curve: Y = 1 / [1 - EXP(-AX (Welbull)	^B)]	Curve: Y = A* (1/X)^B + 1 (Inverse Power Cu	rve) [SELECTED ***
ACTUAL VALUES	TRANSFORMED VALU	ES FITTED VALUES	TRANSFORMED VALUES	FITTED VALUES	TRANSFORMED VALUES	FITTED VALUES	FITTED VALUES
х ү	X LN[LN(Y)]		LN(X) Double Log [Y/(Y-1)]		LN(1/X) LN(Y-1)		
Cumulative Maturity Paid Loss (Months) Dev Factor	<u> </u>	X Y	<u>x</u> <u>y</u>	X Y	! ! ! <u>X'</u> <u>Y'</u>	X Y	X X
12 7.604 24 3.669 36 2.746 48 2.343 60 2.016 72 1.836 84 1.898 95 1.599	12.00 0.71 24.00 0.26 36.00 0.01 48.00 -0.16 60.00 -0.36 72.00 -0.50 84.00 -0.64 96.00 -0.76	245.0 1.037 253.0 1.030 270.0 1.025 282.0 1.020 294.0 1.017 306.0 1.014 318.0 1.011 330.0 1.009 342.0 1.008 354.0 1.006 366.0 1.005 378.0 1.004 390.0 1.003 402.0 1.003 414.0 1.002 426.0 1.002 438.0 1.002 450.0 1.001 474.0 1.001	2.48 -1.96 3.18 -1.14 3.58 -0.79 3.87 -0.59 4.09 -0.38 4.28 -0.24 4.43 -0.12 4.56 -0.02	248.0 1.096 258.0 1.085 270.0 1.076 282.0 1.067 294.0 1.060 306.0 1.054 318.0 1.048 330.0 1.043 342.0 1.033 356.0 1.031 378.0 1.028 390.0 1.022 414.0 1.020 426.0 1.015 452.0 1.015 452.0 1.015		246.0 1.205 258.0 1.195 270.0 1.185 282.0 1.176 294.0 1.168 306.0 1.161 318.0 1.154 330.0 1.147 342.0 1.142 354.0 1.366 366.0 1.131 378.0 1.126 390.0 1.122 402.0 1.118 414.0 1.114 426.0 1.110 438.0 1.107 450.0 1.104 462.0 1.101 474.0 1.098	248.0 1.205 258.0 1.195 270.0 1.185 282.0 1.176 294.0 1.168 306.0 1.161 315.0 1.154 330.0 1.142 354.0 1.136 366.0 1.31 378.0 1.126 390.0 1.122 402.0 1.118 414.0 1.114 426.0 1.110 438.0 1.107 450.0 1.107 450.0 1.107
SUM AVERAGE	432.00 -1.43 54.00 -0.18		30.48 -5.24 3,81 -0.65		-30.48 2.69 -3.81 0.34		
	PARAMET	ER ESTIMATES	PARAMETER !	STIMATES	PARAMETER E	STIMATES	
	N = A ≠ B ≃	8.000 7.538 0.984	N = A= B=	8.000 0.016 0.912	N = A = B =	8.000 104.410 1.132	
	R^2 =	0.953	R^2 =	0.991	R^2 =	0.998)

PAID_FIT2.xls

The City of Scranton
City of Scranton WC Paid Loss Development Factors
PMA experience only

Appendix A Sheet 4B

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

		re: Y = A^(B^X) ver Model)	 		1 / [1 ~ EXP(-A Velbull)	X^B)]			: A * (1/X)^B + Inverse Powe		 	*** SELECTE	D ***
ACTUAL VALUES		MED VALUES FITTED V	<u>'ALUES</u> 	LN(X)	ORMED VAL	LUES FITTED V	ALUES	TRANSF		LUES FITTED VA	LUES	FITTED VA	<u>LUES</u>
Cumulative Meturity Paid Loss (Months) Dev Factor	 <u> </u>	Y' X	Y	<u>X'</u>	<u>Y</u>	X	Υ	<u>×</u>	Ϋ́	×	<u> </u>	X	Y
6 11.179 18 1.944 30 1.495 42 1.329 54 1.187 66 1.156 78 1.135 90 1.113 102 1.097 114 1.059	18.00 30.00 42.00 54.00 66.00 78.00 90.00	0.88 12.0 -0.41 24.0 -0.91 36.0 -1.26 48.0 -1.76 60.0 -1.93 72.0 -2.06 84.0 -2.23 96.0 -2.23 96.0 -2.35 120.0 132.0 144.0 156.0 188.0 180.0 192.0 204.0 216.0 228.0 240.0	2.429 1.877 1.563 1.373 1.252 1.173 1.120 1.084 1.059 1.041 1.029 1.001 1.007 1.005 1.004 1.003 1.004 1.003 1.002 1.001	1.79 2.89 3.40 3.74 3.99 4.19 4.36 4.50 4.62 4.74	-2.37 -0.33 0.10 0.33 0.61 0.70 0.75 0.83 0.89 1.06	12.0 24.0 36.0 48.0 60.0 72.0 84.0 96.0 120.0 132.0 144.0 156.0 180.0 192.0 204.0 216.0 228.0	3.728 2.086 1.578 1.343 1.216 1.092 1.061 1.041 1.028 1.013 1.006 1.004 1.003 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000	-1.79 -2.89 -3.40 -3.74 -3.99 -4.19 -4.36 -4.50 -4.62 -4.74	2.32 -0.06 -0.70 -1.11 -1.68 -1.86 -2.00 -2.18 -2.34 -2.82	12.0 24.0 36.0 48.0 60.0 72.0 84.0 96.0 108.0 120.0 132.0 144.0 156.0 180.0 192.0 204.0 228.0 240.0	3.511 1.818 1.424 1.266 1.186 1.198 1.072 1.060 1.052 1.045 1.045 1.035 1.028 1.026 1.023 1.026 1.023 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020 1.020	12.0 24.0 36.0 48.0 60.0 72.0 84.0 96.0 108.0 120.0 132.0 144.0 156.0 168.0 192.0 204.0 228.0 240.0	3.511 1.818 1.424 1.266 1.186 1.138 1.008 1.072 1.060 1.052 1.045 1.040 1.035 1.031 1.028 1.026 1.023 1.021 1.020
SUM AVERAGE		14.93 -1.49	1	38.22 3.82	2.58 0.26			-38.22 -3.82	-12,43 -1.24				
		ARAMETER ESTIMATE N = 10.000 A = 3.493 B = 0.972 R^2 = 0.884	S 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		PARAMET N = A = B = R^2 =	ER ESTIMATE 10.000 0.022 1.064 0.931	<u>s</u>		PARAME* N =	TER ESTIMATES 10.000 140.124 1.618 0.984			

PMA_PAID_FIT.xls

The City of Scranton
Weighted Average of PA Bureau of WC Paid Loss Development Factors
& City of Scranton WC Weighted Paid Loss Development Factors

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

			Curve : Y = A^(B^ (Power Model)	* X)	}] i	Curve :	Y=1/ (Weii	[1 - EXP(-AX/ ibuil)	^B)]	[Curve : \	= A * (1/X)^B + (Inverse Power			*** SE	LECTE	D ***
ACTUAL VALU X Y	i !		RMED VALUES LN[LN(Y)]	FITTED VAL	UES	<u>TRANS</u> LN(X	Doub	ED VALUES ble Log Y-1)]	FITTED VA	LUES I		ORMED VALUE	S FITTED VA	<u>ues</u>	FITTE	D VALI	<u>UES</u>
Meturity Paid Lo (Months) Dey Fa		<u>x'</u>	<u>Y</u>	×	Y	x	3	<u>Y'</u>	×	Y	X.	<u>Y:</u>	X	Y	ž		Y
24 3.6 36 2.7 48 2.3 60 2.0 72 1.8 84 1.6	569 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 1443 144	12.00 24.00 35.00 48.00 60.00 72.00 84.00 96.00	0.71 0.26 0.01 -0.16 -0.36 -0.50 -0.64 -0.76	10 22 34 46 58 70 82 94 106 118 130 142 154 156 178 190 202 214 226 238	5.561 4.098 3.189 2.594 2.190 1.905 1.546 1.431 1.342 1.274 1.220 1.178 1.147 1.095 1.078 1.063 1.052	2.4 3.9 3.9 4.1 4.1 4.1 4.1 4.1	8 - 38 - 37 - 99 - 28 -	-1.98 -1.14 -0.79 -0.59 -0.38 -0.24 -0.12 -0.02	10 22 34 46 58 70 82 94 108 118 130 142 154 166 178 190 202 214 226 238	8.124 4.231 3.027 2.436 2.086 1.854 1.659 1.476 1.403 1.344 1.296 1.256 1.256 1.223 1.170 1.150		0.98 0.56 0.29 0.02 -0.18 -0.36	10 22 34 46 58 70 82 94 106 118 130 142 154 166 178 190 202 214 225 238	8.709 4.158 2.930 2.371 1.852 1.810 1.533 1.472 1.423 1.389 1.321 1.255 1.275 1.257 1.226 1.213 1.226 1.213		10 22 34 45 58 70 82 94 106 118 130 142 154 166 178 190 202 214 226 238	8.709 4.158 2.930 2.371 2.054 1.852 1.712 1.610 1.533 1.472 1.423 1.383 1.349 1.321 1.296 1.275 1.275 1.241 1.226 1.213
SUM AVERAGE	1	432.00 54.00	-1.43 -0.18			30.		-5.24 -0.65			-30.4 -3.8						
			PARAMETER I	ESTIMATES			<u> P</u> A	ARAMETER E	STIMATES		1	PARAMETE	R ESTIMATES		1		
		 	N = A = B =	8.000 7.538 0.984			A	N == A = B =	8.000 0.016 0.912			N = A = B =	8.000 104.410 1.132				
			R^2 =	0.953			F	₹^2 =	0.991			R^2 =	0.998		į		

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278 Months 3,337,940 2,840,303 2,981,585

240 Morths 3,063,769 2,654,921 2,939,488 3,487,482 5,599,798 5,599,798

7,264 7,177 7,177 1,095 1,095 1,105 1,053 1,053 1,053 1,053 1,053

1,184 1,785 1,001 1,058 1,089 0,990 0,990 1,553 1,039 1,121 1,121 1,102

1,412 0,808 0,808 1,485 1,134 1,133 1,159 1,159 1,159 0,617

288(300 1,009

278,288 1,018 0,985

284278 1.004 1.000 1.000

262;284. 0,897 1,000 0,991 0,994

169

12 Months

35 Membs

24 MORTIS

SO Mouths 72 Menths 84 Manths 96 Months

4,189,50 5, 1,201,462 1,422,239 1,133,614 2,002,500 1,133,614 2,002,500 1,133,614 2,002,500 1,133,614 2,002,500 1,133,614 2,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,133,614 1,13

25.78

City of Scranson Workers Compensation Appendix A Sheet 7

Analysis Based Upon Incurred Loss and Expenses As of December 31, 2011

										Point to	Polot incur	red_Loss_De	eieoment E	ectors.										600-600	T-0
Str. Average Word Avg. Avg (x-high & low)	12:24 2.155 1.387 2.025	24;38 1,322 1,248 1,287	36;48 1,308 1,168 1,183	48:60 1.092 1.069 1.082	0.985 0.984 0.990	72;84 1,015 1,007 1,016	8 <u>4:98</u> 1.047 1.033 1.029	98;108 1,007 1,001 1,013	108:120 1.013 1.015 1.009	120:132 0.980 0.988 1.003	132:144 1,037 1,033 1,031	144:158 1.012 1.017 1.006	150:198 1.002 1.005 1.001	168:180 1.006 1.002 1.000	180,192 1,000 1,001 1,002	1,002 1,002 1,003 1,007	204;215 1.003 1,005 1.004	218;228 1,005 0,998 1,005	228:240 1.012 1.008 1.003	240;252 1,018 1,018 1,003	252:264 0,995 0.896 0.995	264)276 1.002 1.002 1.002	27,6:26 <u>6</u> 1,002 1,004	288:300 1,009 1,009	(#II
Selected	2.025	1.300	1,185	1.082	0,985	1.012	1.035	1.007	1.013	1.000	1.034	1,012	1.003	1.003	1.002	1,005	1.004	1.005	1,010	1,015	389,0	1,002	1.003	1,009	1.010
Cumulative/No tall Cumulative/s/fall PMA Pitted 50/50 internal LDFs	3,930 3,970 2,464 3,217	1,941 1,980 1,500 1,730	1,493 1,508 1,267 1,357	1.260 1.272 1.171 1.222	1.184 1.176 1.121 1.149	1,182 1,184 1,091 1,143	1.168 1.180 1.072 1.128	1,129 1,140 1,058 1,099	1,121 1,132 1,049 1,090	1.108 1.117 1,041 1,079	1.108 1.117 1.036 1.077	1,070 1,067 1,031 1,058	1.057 1.058 1.028 1.048	1,054 1,065 1,025 1,045	1,051 1,082 1,022 1,042	1,049 1,059 1,020 1,040	1,044 1,054 1,018 1,036	1,040 1,050 1,017 1,033	1.034 1.045 1.015 1.030	1,024 1,034 1,014 1,024	1,009 1,019	1.014 1,024	1,012 1,022	1.009 1.019	1,010
2005 Bureau Factors Completive for Industry	3.271 Grouping 18	2.112 I: Public Adm	7,788 Inlatration	1.580	1.484	1,390	1.334	1,293	1,258	1.225	1.192	1.181	1.134	1,110	1.087	1.068									
50/50 Weighting (Bur⇔u/Scranton Intern	3.244 ml)	1.921	1.588	1,401	1,306	1.287	1.230	1.198	1,174	1,152	1,134	1.109	1.091	1.077	1,084	1,053									

Rold Trianglexis

Analysis Based Upon Incurred Loss and Expenses As of August 31, 2018

ACCIDENT																				
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99	6 Months	18 Months	30 Months	42 Months	54 Months	66 Months	78 Months	90 Months	102 Months	114 Months	126 Months	138 Months	150 Months	162 Months	174 Months	186 Months	198 Months		222 Months \$2,270,879 \$2,441,945	\$2,270,747
3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/00 - 2/28/01 3/1/00 - 2/28/03 3/1/02 - 2/28/03 3/1/03 - 2/28/06 3/1/06 - 2/28/05 3/1/05 - 2/28/08 3/1/06 - 2/28/09 3/1/09 - 2/28/10 3/1/10 - 2/28/11 3/1/10 - 2/28/13 3/1/10 - 2/28/13 3/1/13 - 2/28/13 3/1/15 - 2/28/13 3/1/16 - 2/28/13 3/1/16 - 2/28/13 3/1/16 - 2/28/13		\$3,941,242 \$1,508,037 \$842,814	\$1,627,129 \$4,462,254 \$2,049,794	\$1,256,113 \$1,641,45 \$4,723,08	5 \$1,332,040 2 \$1,185,236 9 \$1,766,15	\$2,095,891 \$1,350,036 \$1,207,370	\$1,769,998 \$2,104,717 \$1,384,188	\$1,412,329 \$1,747,967 \$2,104,717	\$1,511,127 \$1,438,179	\$1,527,844 \$1,529,705	\$1,908,508	\$1,576,649 \$1,920,928 \$1,541,242	\$3,094,492 \$1,576,847 \$1,963,092	\$1,962,561 \$3,094,492 \$1,576,847	\$5,695,317 \$1,962,561 \$3,107,366	\$2,505,031 \$5,704,170	\$1,751,054 \$2,505,031 \$5,710,713	\$2,026,957 \$1,751,054 \$2,505,031		\$2,026,957
ACCIDENT							Point	to Point Inc.												
YEAR	6:18	<u>18:30</u>	30:42	42:54	54:68	66:78	<u>Polnt</u> 78:90	to Point Inc. 90:102	102:114	114:126	126:138	138:150	150:162	162:174	174:186	185:198	198:210	210:222	222:234	
YEAR 3/1/97 - 2/28/98	<u>6:18</u>	<u>18:30</u>	30:42	<u>42:54</u>	54:66	66:78						138:150	150:162	<u>162:174</u>	174:186	185:198	<u>198:210</u>		1.000	
<u>YEAR</u> 3/1/97 - 2/28/98 3/1/98 - 2/28/99	6:18	<u>18:30</u>	<u>30:42</u>	42:54	<u>54:66</u>	<u>66:78</u>						138:150	150:162	<u>162:174</u>	174:186	<u>185:198</u>		1,029	1.000 0.915	l
<u>YEAR</u> 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00	<u>6:18</u>	<u>18:30</u>	<u>30:42</u>	42:54	54:65	<u>66:78</u>						<u>138:150</u>	150:162	<u>162:174</u>	174:186	185:198 1.000	1.000	1,029	1.000 0.915 1,000	l
<u>YEAR</u> 3/1/97 - 2/28/98 3/1/98 - 2/28/99	6:18	<u>18:30</u>	30:42	<u>42:54</u>	54:68	<u>66:78</u>						138:150	<u>150:162</u>		1.000	1.000	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03	<u>6:18</u>	<u>18:30</u>	30:42	42:54	54:65	<u>66:78</u>						<u>138:150</u>		0.930	1.000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/03 3/1/02 - 2/28/03 3/1/03 - 2/28/04	<u>6:18</u>	<u>18:30</u>	30:42	<u>42:54</u>	54:66	<u>66:78</u>							1.00	0.930	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/03 3/1/04 - 2/28/05	<u>6:18</u>	<u>18:30</u>	<u>30:42</u>	<u>42:54</u>	54:65	<u>66:78</u>					126;138	0.98	1.008 4 1.000	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/06 3/1/05 - 2/28/06	6:18	<u>18:30</u>	30:42	<u>42:54</u>	54:66	<u>68:78</u>					126;138 0,90	0.98 5 1.000	1.008 4 1.000 0 1.008	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/03 3/1/04 - 2/28/05	6:18	<u>18:30</u>	30:42	42-54	54:68	<u>66:78</u>		90:102	1.00:114	1.021 1.002	0,900 1,00°	0.98 5 1.000 7 1.022	1.008 4 1.000 0 1.008	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/02 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/07 3/1/06 - 2/28/07 3/1/07 - 2/28/08 3/1/08 - 2/28/09	<u>6:18</u>	<u>18:30</u>	30:42	42-54	54:68	<u>66:78</u>	78:90	<u>90:102</u>	1,003 1 1,003	1.02°	0,900 1,00°	0.98 5 1.000 7 1.022	1.008 4 1.000 0 1.008	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/05 3/1/05 - 2/28/05 3/1/05 - 2/28/05 3/1/05 - 2/28/05 3/1/08 - 2/28/09	<u>6:18</u>	<u>18:30</u>	30:42	<u>42:54</u>	<u>54:66</u>		78:90 1.01e	90:102 1.00	1,003 1 1,013 1 1,013 3 1,073	1.02°	0,900 1,00°	0.98 5 1.000 7 1.022	1.008 4 1.000 0 1.008	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/06 3/1/06 - 2/28/07 3/1/07 - 2/28/08 3/1/08 - 2/28/08 3/1/08 - 2/28/08 3/1/08 - 2/28/08	<u>6:18</u>	<u>18:30</u>	30:42	<u>42-54</u>	54:65	0.98	78:90 1.016 9 0.98	90:102 1.00 3 1.01 3 1.08	1,003 1 1,013 1 1,013 3 1,073	1.02°	0,900 1,00°	0.98 5 1.000 7 1.022	1.008 4 1.000 0 1.008	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/90 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/02 - 2/28/05 3/1/03 - 2/28/06 3/1/05 - 2/28/06 3/1/05 - 2/28/06 3/1/05 - 2/28/07 3/1/07 - 2/28/08 3/1/08 - 2/28/09 3/1/09 - 2/28/09 3/1/10 - 2/28/11 3/1/11 - 2/28/12 3/1/11 - 2/28/12	<u>6:18</u>	<u>18:30</u>		1.46	1,03 32 1.02	0.98 6 1.00	78:90 1.016 9 0.98 4 1.00	90:102 1.00 3 1.01 3 1.08	1,003 1 1,013 1 1,013 3 1,073	1.02°	0,900 1,00°	0.98 5 1.000 7 1.022	1.008 4 1.000 0 1.008	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/06 3/1/06 - 2/28/07 3/1/07 - 2/28/08 3/1/08 - 2/28/08 3/1/09 - 2/28/10 3/1/10 - 2/28/11 3/1/11 - 2/28/12 3/1/12 - 2/28/13 3/1/13 - 2/28/14	<u>6:18</u>		1,09	1.44 18 0.94	1,03 02 1.02 144 1.07	0.98 6 1.00	78:90 1.016 9 0.98 4 1.00	90:102 1.00 3 1.01 3 1.08	1,003 1 1,013 1 1,013 3 1,073	1.02°	0,900 1,00°	0.98 5 1.000 7 1.022	1.008 4 1.000 0 1.008	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/06 3/1/05 - 2/28/06 3/1/05 - 2/28/06 3/1/06 - 2/28/07 3/1/07 - 2/28/10 3/1/10 - 2/28/11 3/1/11 - 2/28/12 3/1/12 - 2/28/13 3/1/13 - 2/28/14 3/1/14 - 2/28/15		1.33	1,09 4 1,00	1.44 18 0.94 19 1.07	1,03 02 1.02 144 1.07	0.98 6 1.00	78:90 1.016 9 0.98 4 1.00	90:102 1.00 3 1.01 3 1.08	1,003 1 1,013 1 1,013 3 1,073	1.02°	0,900 1,00°	0.98 5 1.000 7 1.022	1.008 4 1.000 0 1.008	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/90 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/02 - 2/28/03 3/1/03 - 2/28/06 3/1/06 - 2/28/07 3/1/07 - 2/28/08 3/1/08 - 2/28/08 3/1/08 - 2/28/08 3/1/08 - 2/28/08 3/1/08 - 2/28/08 3/1/08 - 2/28/08 3/1/08 - 2/28/08 3/1/08 - 2/28/08 3/1/10 - 2/28/11 3/1/11 - 2/28/13 3/1/13 - 2/28/14 3/1/14 - 2/28/14 3/1/14 - 2/28/16	12,186	1.33 3 1.133	1.09 4 1.00 2 1.05	1.44 18 0.94 19 1.07	1,03 02 1.02 144 1.07	0.98 6 1.00	78:90 1.016 9 0.98 4 1.00	90:102 1.00 3 1.01 3 1.08	1,003 1 1,013 1 1,013 3 1,073	1.02°	0,900 1,00°	0.98 5 1.000 7 1.022	1.008 4 1.000 0 1.008	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l
YEAR 3/1/97 - 2/28/98 3/1/98 - 2/28/99 3/1/99 - 2/28/00 3/1/00 - 2/28/01 3/1/01 - 2/28/02 3/1/02 - 2/28/03 3/1/03 - 2/28/04 3/1/04 - 2/28/05 3/1/05 - 2/28/06 3/1/05 - 2/28/06 3/1/05 - 2/28/06 3/1/06 - 2/28/07 3/1/07 - 2/28/10 3/1/10 - 2/28/11 3/1/11 - 2/28/12 3/1/12 - 2/28/13 3/1/13 - 2/28/14 3/1/14 - 2/28/15		1.33 5 1.13 4 1.35	1.09 4 1.00 2 1.05	1.44 18 0.94 19 1.07	1,03 02 1.02 144 1.07	0.98 6 1.00	78:90 1.016 9 0.98 4 1.00	90:102 1.00 3 1.01 3 1.08	1,003 1 1,013 1 1,013 3 1,073	1.02°	0,900 1,00°	0.98 5 1.000 7 1.022	1.008 4 1.000 0 1.008	0.930 3 1,000 0 1,004	1,000 1,000 1,000	1.000 0 1.000 2 1.00	1.000 1.000 1.000	1,029 1,000 1,000	1.000 0.915 1,000	l

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City of Scranton - PMA experience only Workers Compensation Appendix A Sheet 7A

Analysis Based Upon Incurred Loss and Expenses As of August 31, 2018

							Pointte	Point incur	red Loss De	velopment Fa	ctors								
5 4 b	6:18	18:30	30:42 1.055	42:54	54:86 1,025	66:78 0.998	<u>78:90</u> 1.001	90:102 1.034	102:114 1.029	<u>114:126</u> 1.013	<u>126:138</u> 0.971	138:150 1.002	150:162 1.003	<u>162:174</u> 0.978	174:186 1,002	188:198 1.000	198:210 1,000	210:222 1,010	222:234 0.972
Str. Average Wold Avg.	8,273 6.135	1,275 1,220	1.055	1,141 1.113	1.027	0.998	1.000	1.037	1.029	1.014	0.971	0.999	1.002	0,963	1.002	1.001	1.000	1.011	0.969
Avg (x-high & low)	3,444	1,334	1.058	1.076	1,021	1.003	1.000	1.018	1.012	1,010	1.000	1.000	1,000	1,000	1.002	1,000	1,000	1,000	1,000
Selected	3,500	1,275	1.055	1.100	1.025	1.003	1.001	1.030	1,030	1.012	1.001	1,001	1.002	1.001	1.002	1.001	1.000	1.010	1.000
Cumulative/No tall Cumulative/w/tall	5,825 5,825	1.664 1.664	1.305 1.305	1,237 1,237	1.125 1.125	1.097 1.097	1.094 1.094	1.093 1.093	1.081 1.061	1.030 1.030	1,018 1,018	1.017 1.017	1.016 1,016	1.014 1.014	1.013 1.013	1.011 1.011	1.010 1.010	1,010 1,010	1.000 1.000

Rptd_PMA_Triangle.xk

The City of Scranton
City of Scranton WC Incurred Loss Development Factors

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

	!	Curve : Y = A^(B^X) (Power Model)]] [Curve: Y=1/[1-EXP(-AX^B)] (Weibull)			Curve: Y = A * (1/X)^B + 1 [Inverse Power Curve)				!	SELECTED ***				
AÇTUAL VAL	LUES	TRANSFO	RMED VALUES	FITTED VAL	UES	TRANS	FORMED	VALUES	FITTED VA	LUES	<u>TR/</u>	NSFO	RMED VALUES	FITTED VAL	ues	FITTED V	ALUES
	Y	x	LN[LN(Y)]			LN(X)	Double (Y/(Y-1				LN	(1/X)	LN(Y-1)				
Maturity Rptd	ulative Loss Factor	x	<u>Y'</u>	χ	Y	<u>X'</u>	<u>Y'</u>		X	Y		<u>x'</u>	Y	×	X]	X	Y
24 36 48	3.930 1.941 1.493 1.260 1.164	12.00 24.00 36.00 48.00 60.00	0.31 -0.41 -0.91 -1.47 -1.88	120.0 132.0 144.0 156.0 168.0 180.0 192.0 204.0 216.0 252.0 264.0 276.0 288.0 300.0 312.0 324.0 336.0	1.009 1.005 1.005 1.002 1.001 1.001 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000	2.4 3.1 3.5 1 3.8 4.0	8 -0.3 8 0.1 7 0.4	32 10 46	120 132 144 156 168 180 192 204 216 228 240 252 264 276 288 300 312 324 338 348	1.010 1.006 1.003 1.002 1.001 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000		-2.48 -3.18 -3.58 -3.87 -4.09	1.08 -0.06 -0.71 -1.35 -1.81	120 132 144 156 168 180 192 204 216 228 240 252 264 276 288 300 312 324 336 348	1.052 1.044 1.038 1.039 1.039 1.029 1.025 1.020 1.016 1.017 1.015 1.014 1.013 1.012 1.011 1.010 1.009 1.008 1.008 1.008	120 132 144 156 168 180 192 204 216 228 240 252 264 276 288 300 312 324 336 348	1.010 1.006 1.003 1.002 1.001 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000
SUM AVERAGE		180.00 36,00	-4.36 -0.87			17.: 3.:		.32 .06				17.21 -3.44	-2.85 -0.57				
			PARAMETER E	STIMATES]	PAR	AMETER ES	STIMATES				PARAMETER	ESTIMATES		[]	
		 	N == A == B ==	5.000 8.527 0.956			N = A = B =		5.000 0.016 1.180				N = A ≈ B =	5.000 255,180 1.775			
			R^2 =	0,991			R^2	<u> </u>	0.998		1		R^2 =	0.995		 	

CITY_RPTD_FIT_TAIL.x!s

The City of Scranton
Weighted Average of PA Bureau of WC incurred Loss Development Factors
& City of Scranton WC Weighted incurred Loss Development Factors

Appendix A Sheet 9

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

	.]	Curve: Y = A^(B^X) (Power Model)			Curve: Y = 1 / [1 - EXP(-AX^B)] (Weibull)			Curve: Y = A * (1/X)^8 + 1 (Inverse Power Curve)				*** SELECTED ***			
. x	L VALUES Y Cumulative				UES [TRANSFORMED VALUES LN(X) Double Log [Y/(Y-1)]		FITTED VAL	UES I	<u>TRANSFO</u> LN(1/X)	RMED VALUES	FITTED VAL	DES	FITTED VAL	UES
	Rptd Loss Dev Factor	<u>X'</u>	工	×	Y	X.	<u>~</u>	x	Y	<u>X</u> .	<u>Y'</u>	X	Y	×	Y
12 24 36 48 60 72 84 96	3.244 1.921 1.588 1.401 1.306 1.267 1.230 1.196	12.00 24.00 35.00 48.00 60.00 72.00 84.00 96.00	0.16 -0.43 -0.77 -1.09 -1.32 -1.44 -1.58 -1.72	6.0 18.0 30.0 42.0 54.0 66.0 78.0 90.0 102.0 114.0 126.0 138.0 150.0 162.0 174.6 186.0 210.0 222.0	2.680 2.151 1.814 1.589 1.433 1.323 1.184 1.140 1.107 1.083 1.064 1.049 1.032 1.018 1.011 1.008 1.011 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.008 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001 1.001	2.48 3.18 3.58 4.09 4.28 4.43 4.56	-1.00 -0.31 -0.01 0.22 0.37 0.44 0.52 0.59	6.0 18.0 30.0 42.0 54.0 68.0 78.0 90.0 102.0 114.0 126.0 138.0 150.0 162.0 174.0 210.0 222.0 234.0	4.649 2.349 1.794 1.538 1.390 1.296 1.230 1.183 1.147 1.120 1.069 1.069 1.041 1.041 1.030 1.026 1.030	-2.48 -3.18 -3.58 -3.87 -4.09 -4.28 -4.43 -4.56	0.81 -0.08 -0.53 -0.91 -1.16 -1.32 -1.47 -1.63	6.0 18.0 30.0 42.0 54.0 66.0 90.0 102.0 114.0 125.0 150.0 162.0 174.0 186.0 198.0 210.0 222.0	5.797 2.329 1.732 1.494 1.368 1.291 1.203 1.175 1.154 1.137 1.123 1.112 1.102 1.094 1.087 1.081 1.075 1.071 1.086	6.0 18.0 30.0 42.0 54.0 66.0 78.0 90.0 102.0 114.0 138.0 150.0 162.0 174.0 186.0 198.0 210.0 222.0	5.797 2.329 1.732 1.494 1.368 1.291 1.240 1.175 1.154 1.154 1.123 1.112 1.109 1.087 1.087 1.075 1.075 1.071
SUM AVERAG	Ē	432.00 54.00	-8.18 -1.02	****		30.48	0.84 0.10		·	-30.48 -3.81	-6.32 -0.79				
			PARAMETER	ESTIMATES	· · · · · · · · · · · · · · · · · · ·	I	PARAMETER	ESTIMATES		1	PARAMETER	ESTIMATES			
			N = A = B =	8.000 3.059 0.979			N = A = B =	8.000 0.063 0.754			N = A = B =	8.000 38.912 1.168			
			R^2=	0.925			R^2 =	0.982		<u> </u>	R^2=	0.997	·		

RPTD_FIT.xls

Appendix A Sheet 9A

The City of Scranton
Weighted Average of PA Bureau of WC Incurred Loss Development Factors
City of Scranton WC Incurred Loss Development Factors

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

		Curve: Y = A^(B^X) (Power Model)			Curve ; Y = 1 / [1 - EXP(-AX^8)] (We bull)				Curve: Y = A * (1/X)^B + 1 (Inverse Power Curve)				*** SELECTED ***		
ACTUAL VALUES	TRANSFOR	RMED VALUES	FITTED VALL	JES	TRANSFO	RMED VALUES	FITTED VAL	UES	IRANSFO	RMED VALUES	FITTED VAL	UES (FITTED VAL	UES	
X Y	İ	'N[rN(X)]		ļ	LN(X) Double Log [Y/(Y-1)]]	LN(1/X) LN(Y-1)			1			
Cumulativ Maturity Rptd Loss (Months) Dev Facto	i	<u>Y</u>	X	Y	X	<u>Y'</u>	x	Y ļ	<u>x'</u>	工	<u>x</u>	X 1	×	Y	
12 3.24 24 1.92 36 1.58 48 1.40 50 1.30 72 1.26 84 1.23 96 1.19	1 24.00 8 36.00 1 48.00 6 60.00 7 72.00 0 84.00	0.16 -0.43 -0.77 -1.09 -1.32 -1.44 -1.58 -1.72	248.0 255.0 270.0 282.0 294.0 306.0 318.0 354.0 354.0 366.0 378.0 390.0 402.0 414.0 426.0 438.0 450.0 462.0	1.006 1.005 1.005 1.005 1.005 1.002 1.002 1.001 1.001 1.001 1.001 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000	2.48 3.18 3.58 3.57 4.09 4.28 4.43 4.56	-1.00 -0.31 -0.01 0.22 0.37 0.44 0.52 0.59	246.0 258.0 270.0 262.0 294.0 306.0 318.0 354.0 354.0 366.0 378.0 402.0 414.0 428.0 450.0 462.0	1.019 1.016 1.016 1.012 1.012 1.011 1.009 1.005 1.005 1.005 1.005 1.003 1.003 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002 1.002	-2.48 -3.18 -3.58 -3.57 -4.09 -4.28 -4.43 -4.55	0.81 -0.08 -0.53 -0.91 -1.18 -1.32 -1.47 -1.63	246.0 258.0 270.0 282.0 294.0 306.0 318.0 330.0 342.0 354.0 366.0 378.0 390.0 402.0 414.0 426.0 438.0 450.0	1.063 1.059 1.056 1.056 1.053 1.051 1.049 1.044 1.044 1.043 1.041 1.039 1.038 1.037 1.035 1.035 1.035 1.035 1.033 1.030 1.030	246.0 258.0 270.0 282.0 294.0 306.0 318.0 356.0 356.0 378.0 390.0 402.0 414.0 426.0 438.0 450.0	1.063 1.059 1.059 1.055 1.055 1.051 1.049 1.044 1.043 1.043 1.039 1.038 1.035 1.034 1.033 1.032 1.032 1.031	
SUM AVERAGE	432.00 54.00	-8.18 -1.02] 30.48 3.81				-30.48 -3.81	-6.32 -0.79					
	PARAMETER ESTIMATES				PARAMETER ESTIMATES			PARAMETER ESTIMATES							
		N = A = B =	8,000 3,059 0,979			N = A ≈ B ≈	8.000 0.063 0.754			N = A = 8 =	8,000 38,912 1,168				
	R^2 = 0.925			R^2.≠	0.982	· · · · · · · · · · · · · · · · · · ·		R^2=	0.997						

RPTD_FIT2.xis

The City of Scranton
City of Scranton WC Incurred Loss Development Factors
PMA experience only

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

	1 1 1	Curve: Y = A^(B^X) (Power Model)			1	Curve: Y = 1 / [1 - EXP(-AX^B)]				Curve: Y = A* (1/X)^B + 1 (Inverse Pawer Curve)				*** SELECTED ***		
ACT	UAL VALUES	TRANS	FORMED VA	LUES FITTED V	i ALUES	TRANSF	ORMED V	ALUES FITTED V	i ALUES	TRANSF	ORMED V	ALUES FITTED V	i ALUES	FITTED VA	LUES	
x	Y Cumulative	x	LN[LN(Y)]		1 1 1		Oouble Log [Y/(Y-1)]		!	LN(1/X)	LN(Y-1)		 			
Meturity (Months		<u>x'</u>	Υ.	×	Y	<u>x</u>	짔	X	Y į	<u>×</u>	$\underline{\Upsilon}$	X	Y	X	Y	
6	5.825)	6.00	0.57	12.0	1.942	1.79	-1.67	12.0	2,583	-1.79	1.57	12.0	2.464	12.0	2.464	
18	1,664	18.00	-0.67	24.0	1.586	2.89	-0.09	24.0	1.669	-2.89	-0.41	24.0	1.500	24.0	1.500	
30	1.305	30.00	-1.32	36.0	1.378	3,40	0.37	36.0	1.366	-3.40	-1.19	36.0	1.267	36.0	1.267	
42	1,237	42.00	-1.55	48.0	1.250 [3.74	0.50	48.0	1.222	-3.74	-1.44	48.0	1.171	48.0	1.171	
54	1.125	54.00		60.0	1.167 !	3.99	0.79	60.0	1.142	-3.99	-2.08	60.0	1.121	60.0	1.121	
66	1.097	66.00	-2.38	72.0	1.114	4.19	0.88	72.0	1.094	-4.19	-2.33	72.0	1.091	72.0	1.091	
78		78.00		84.0	1.078	4.38	0.90	84.0	1.063	4.36	-2.36	84.0	1.072	84.0	1.072	
90				96.0	1.053	4.50	0.90	96.0	1.043	-4,50	-2.37	96.0	1.058	96.0	1.058	
102				108.0	1,037	4,62	1,05	108.0	1.030	-4.62	-2.79	108.0	1.049	108.0	1.049	
114	1.030	114.00	-3.51	120.0	1.025	4.74	1.26	120.0	1.021	4.74	-3.50	120.0	1.041		1.041	
				132.0 144.0	1.018			132.0 144.0	1.015 1.010	•		132.0 144.0	1.036 1.031	132.0 1 144.0	1.036 1.031	
				156.0	1.012			156.0	1.007	1		156.0	1.028	156.0	1.028	
		}		168.0	1.006			168.0	1.007	1		168.0	1.025	168.0	1.025	
		!		180.0	1.004			180.0	1,004	1		180.0	1.023		1.023	
				192.0	1.004			192.0	1.003	!		192.0	1.020		1.022	
		1		204.0	1.003	i		204.0	1.003	1		204.0	1.020	204.0	1.018	
		l •		216.0	1.002	1		216.0	1.001	1		216.0	1.017	216.0	1.013	
		!		228.0	1.001	1		228.0	1.001	1		228.0	1.015		1.015	
				240.0	1.001	! !		240.0		i			1.014	240.0	1.014	
		1								<u> </u>						
SUM AVERAC	3E	600.00				38.22 3.82	4.90 0.49			-38.22 -3.82	-16,89 -1.69			! !		
		!	PARAME	TER ESTIMATE	s		PARAM	ETER ESTIMATE	s]	PARAM	ETER ESTIMATE	s]		
		1		40.000		[.,	40.000		1		40.000		1		
		1	N =	10.000		1	N =	10.000 0.052		1	N =	10.000 68,700		I		
			A =	2.599			A =	0.052		l t	A =			1		
		1	Β ==	0.970		1	B ==	0.901		1	B =	1.549		1		
			R^2 =	0.889			R^2 =	0.945			R^2 =	0.977		i i		

PMA_RPTD_FIT.xls

The City of Scranton PA Bureau of WC - Reported Claim Development Factors, Public Administration

Appendix A Sheet 10

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

	1	Curve: Y = A^(B^X) (Power Model)				Curve: Y = 1 / [1 - EXP(-AX^B)] (Welbull)			Curve: Y = A* (1/X)^B + 1 [*** SELECTED ***		
ACTUA	L VALUES	TRANSFOR	RMED VALUES	FITTED VAL	<u>ues</u>	TRANSFO	DRMED VALUES	FITTED VAI	UES	TRANSEC	RMED VALUES	E FITTED VAL	<u>ues</u>	FITTED VAL	<u>UEŞ</u>
x	Y	X 1	LN[LN(Y)]			LN(X)	Double Log [Y/(Y-1)]			LN(1/X)	LN(Y-1)		į		
Maturity (Months)	Cumulative Rptd Claim Dev Factor	<u>x</u>	Υ.	X	Y	<u>×</u>	⊻	×	Y	 	<u> </u>	×	Y	×	Y
18 30 42 54 66	1.067 1.012 1.006 1.002 1.001	18.00 30.00 42.00 54.00 66.00	-2.73 -4.46 -5.20 -6.48 -7.53	8.0 20.0 32.0 44.0 56.0 63.0 80.0 92.0 104.0 118.0 140.0 152.0 164.0 176.0 188.0 200.0 212.0 224.0	1.146 1.044 1.013 1.004 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000	2.89 3.40 3.74 3.99 4.19	1.02 1.50 1.65 1.87 2.02	8.0 20.0 32.0 44.0 56.0 68.0 92.0 104.0 115.0 140.0 152.0 164.0 176.0 188.0 200.0 212.0 224.0	1.270 1.048 1.013 1.004 1.001 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000	-2.69 -3.40 -3.74 -3.99 -4.19	-2.70 -4.46 -5.19 -6.48 -7.53	8.0 20.0 32.0 44.0 55.0 68.0 92.0 104.0 128.0 140.0 152.0 164.0 176.0 188.0 200.0 212.0 224.0	2.393 1.052 1.010 1.003 1.001 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000	8.0 20.0 32.0 44.0 56.0 68.0 80.0 92.0 104.0 128.0 140.0 152.0 164.0 175.0 188.0 200.0 212.0 224.0	1.270 1.048 1.013 1.001 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000 1.000
SUM AVERAG	E	210.00 42.00	-26.40 -5.28			18.21 3.64				1 -18.21 -3.64	-26.36 -5.27				
			PARAMETER S	STIMATES			PARAMETER	ESTIMATES			PARAMETER	RESTIMATES		[
			N = A = B =	5.000 1.344 0.908		1	N == A == B ==	5.000 0.325 0.751			N = A = B =	5,000 2416,726 3,587		1	
		1	R^2 =	0.987			R^2 =	0.989	····	<u> </u>	R^2 =	0.980			

PCRB_CLAIM.xis

The City of Scranton
Weighted Average of PA Bureau of WC incurred Loss Development Factors
& City of Scranton WC Weighted incurred Loss Development Factors

Appendix A Sheet 11

ANALYSIS OF DEVELOPMENT PATTERNS USING "THE METHOD OF LEAST SQUARES"

		Curve: Y = A^(B^X) (Power Model)			Curve: Y = 1 / [1 - EXP(-AX*B)] [(Weibull) [Curve: Y = A * (1/X)^8 + 1 [Inverse Power Curve)]				*** SELECTED ***		
ACTUAL VALUES X Y Cumulative	TRANSFORMED VALUES FITTED VALUES X LN[LN(Y)]		ues (TRANSFORMED VALUES LN(X) Double Log [Y/(Y-1)]		<u>FITTED.VA</u>	LUES 	TRANSFO	RMED VALUES	<u>FITTED VA</u>	<u>.ues</u> 	FITTED VA	<u>LUES</u>	
Meturity Rptd Loss (Months) Dev Factor	! ! <u>X'</u>	Υ	×	Y	X	<u>Y'</u>	X	Y] <u>X'</u>	<u>Y'</u>	×	Υ j	×	Y
12 3.244 24 1.921 36 1.588 48 1.401 60 1.306 72 1.267 84 1.230 96 1.196	36.00 48.00 60.00 72.00	0.16 -0.43 -0.77 -1.09 -1.32 -1.44 -1.58 -1.72	8.0 20.0 32.0 44.0 56.0 80.0 92.0 104.0 116.0 128.0 140.0 152.0 164.0 176.0 200.0 212.0 224.0	2.573 2.085 1.770 1.559 1.412 1.307 1.232 1.175 1.134 1.103 1.079 1.061 1.047 1.036 1.022 1.017 1.013	2.48 3.18 3.58 4.09 4.28 4.44 4.50 1	-0.31 -0.01 0.22 0.37 0.44 0.52	8.0 20.0 32.0 44.0 55.0 68.0 80.0 104.0 115.0 128.0 140.0 152.0 164.0 176.0 202.0 212.0 224.0	3.849 2.215 1.739 1.508 1.372 1.283 1.271 1.176 1.042 1.080 1.087 1.087 1.047 1.040 1.034 1.025 1.025	-2.48 -3.18 -3.58 -3.87 -4.09 -4.28 -4.43 -4.56	0.81 -0.08 -0.53 -0.91 -1.18 -1.32 -1.47 -1.63	8.0 20.0 32.0 44.0 55.0 68.0 80.0 92.0 115.0 128.0 140.0 152.0 176.0 188.0 200.0 212.0 224.0	4.428 2.175 1.679 1.468 1.353 1.281 1.283 1.171 1.151 1.151 1.110 1.101 1.093 1.086 1.070 1.070	8.0 20.0 32.0 44.0 56.0 68.0 80.0 92.0 104.0 115.0 140.0 152.0 164.0 176.0 188.0 200.0 212.0 224.0	4.428 2.175 1.679 1.468 1.353 1.281 1.233 1.198 1.171 1.151 1.110 1.101 1.093 1.086 1.080 1.075 1.070 1.066
SUM AVERAGE	432.00 54.00	-8.18 -1.02			30.4				-30.48 -3.81	-6.32 -0.79			1	
	PARAMETER ESTIMATES		PARAMETER ESTIMATES				PARAMETER	ESTIMATES						
		N = A = B =	8.000 3.059 0.979			N = A = B =	8.000 0.063 0.754		 	N = A = B ≈	8.000 38.912 1.168] 1 	
		R*2=	0.925		<u> </u>	R^2 =	0.982		<u> </u>	R^2 =	0.997		i	

RPTD_FIT_CRITICAL.xis

Derivation of Large Loss Critical Values

(A)	<i>(B)</i>	(C)	<i>(D)</i>	(E)	(F)	(G)
•						Large Loss
	Implied			Reported	Reported	Critical
	Trend	Large	Maturity	Loss	Claim	Reported
Accident	Factor	Loss	at 8/31/18	Development	Development	Amount
Period	to 2019	Defintion	(months)	Factor	Factor	at 8/31/18
01/01/86-12/31/86	N/A	\$250,000	392	1.030	1,000	\$242,779
01/01/87-12/31/87	N/A	\$350,000	380	1.032	1.000	\$339,232
01/01/88-12/31/88	N/A	\$300,000	368	1.033	1.000	\$290,489
01/01/89-12/31/89	N/A	\$500,000	356	1.035	1.000	\$483,212
01/01/90-12/31/90	N/A	\$500,000	344	1.037	1.000	\$482,280
01/01/91-12/31/91	N/A	\$350,000	332	1.039	1.000	\$336,946
01/01/92-12/31/92	N/A	\$400,000	320	1.041	1.000	\$384,341
.01/01/93-12/31/93	N/A	\$400,000	308	1.044	1.000	\$383,237
01/01/94-12/31/94	N/A	\$350,000	296	1.047	1.000	\$334,371
01/01/95-12/31/95	N/A	\$500,000	284	1.050	1.000	\$476,308
01/01/96-12/31/96	N/A	\$500,000	272	1,054	1.000	\$474,500
01/01/97-12/31/97	N/A	\$400,000	260	1.058	1.000	\$378,164
01/01/98-12/31/98	N/A	\$400,000	248	1.062	1.000	\$376,740
01/01/99-12/31/99	N/A	\$250,000	236	1.066	1.000	\$234,578
01/01/00-12/31/00	N/A	\$250,000	224	1.070	1.000	\$233,672
01/01/01-12/31/01	N/A	\$250,000	212	1,075	1.000	\$232,663
01/01/02-12/31/02	N/A*	\$300,000	200	1.080	1.000	\$277,838
01/01/03-12/31/03	N/A*	\$350,000	188	1.086	1.000	\$322,359
01/01/04-12/31/04	N/A*	\$400,000	176	1.093	1.000	\$366,094
01/01/05-12/31/05	N/A*	\$500,000	164	1.101	1.000	\$454,306
01/01/06-12/31/06	N/A	\$750,000	152	1.110	1.000	\$675,726
01/01/07-12/31/07	N/A	\$750,000	. 140	1.121	1.000	\$669,044
01/01/08-12/31/08	N/A	\$750,000	128	1.134	1.000	\$661,167
01/01/09-12/31/09	N/A	\$750,000	116	1.151	1.000	\$651,753
01/01/10-12/31/10	N/A	\$800,000	104	1.171	1.000	\$683,019
01/01/11-12/31/11	N/A	\$800,000	92	1.198	1.000	\$667,954
01/01/12-12/31/12	N/A	\$800,000	80	1,233	1.000	\$648,896
01/01/13-12/31/13	N/A	\$800,000	68	1.281	1.000	\$624,084
01/01/14-12/31/14	N/A	\$800,000	56	1,353	1.001	\$590,559
01/01/15-12/31/15	N/A	\$800,000	44	1.468	1.004	\$542,954
01/01/16-12/31/16	N/A	\$800,000	32	1.679	1.013	\$470,635
01/01/17-12/31/17	N/A	\$800,000	20	2.175	1.048	\$350,899
01/01/18-12/31/18	N/A	\$800,000	8	4.428	1.270	\$142,282

Note(*): retention increased from \$250,000 to \$300,000 effective 10/17/01, then to \$350,000 10/17/02, and then to \$400,000 effective 10/17/03. At 10/17/04, the SIR increased to \$500,000 and then \$1,500,000 from 10/17/05 to 12/1/05 and then decreased to \$750,000 through the 1/1/09 renewal.

Column (E): Appendix A, Sheet 11; runoff 1997 and prior

Column (F): Appendix A, Sheet 10

Column (G): Column (C)/ Column (E)/ Column (F)

Gary R. Abramson, Casualty Actuarial Services

The City of Scranton	r
Workers' Compensation	ı

APPENDIX B Sheet 2

Summary of Crtical Value Disability Losses As of August 31, 2018

(A)	<i>(B)</i>	(C)	(D)	(E)	(F)	(G)	(H)	(I) Large Loss
								Critical
Date of	Named	Medical	Indemnity	Expense	Total	Outstanding	Total	Reported
Loss	Insured	Paid	Pald	Pald	Pald	Reserves	Incurred	Amount
	03/01/86-02/28/87							
03/01/86	SABLE	\$2,394	\$424,799	\$7,032	\$434,225	\$91,455	\$525,680	\$242,779
07/01/86	MCGEE	. \$6,213	\$454,912	\$21,943	\$483,068	\$17,726	\$500,794	\$242,779
01/09/87	HOBAN	\$48,817	\$413,963	\$50,038	<u>\$512,818</u>	<u>\$0</u>	<u>\$512,818</u>	\$339,232
	3 Claims				\$1,430,110	\$109,181	\$1,539,291	
	03/01/87-02/28/88							
08/04/87	KERRIGAN	\$175,796	\$433,507	\$20,462	\$629,765	\$33,416	\$663,181	\$339,232
	ROSS III	\$8,996	\$368,392	\$2,022	\$379,410	\$0	\$379,410	\$339,232
08/15/87		\$15,304	\$371,897	\$15,027	\$402,228	\$0	\$402,228	\$339,232
4 - 7 - 7 - 7	GENOVESE	\$166.D35	\$484,785	\$23,011	\$673,831	<u>\$0</u>	<u>\$673,831</u>	\$339,232
	4 Claims		•		\$2,085,235	\$33,416	\$2,118,651	
	03/01/88-02/28/89							
05/06/88	MCGOWAN	\$17,515	\$537,095	\$15,655	\$570,265	\$138,231	\$708,496	\$290,489
	TASSEY	\$3,990	\$281,218	\$3,038	\$288,247	\$114,038	\$402,285	\$290,489
• , , , , , , , , , , ,	RESCIGNO	\$0	\$215,050	\$3,372	\$218,421	\$340,098	\$558,519	\$290,489
	MCHALE	\$31,714	\$300,486	\$23,443	\$355,642	\$0	\$355,642	\$290,489
01/14/89	HOFFMAN	\$32,152	\$606,318	\$18,037	\$656,507	\$40,836	\$697,343	\$483,212
	5 Claims				\$2,089,082	\$633,203	\$2,722,285	
	03/01/90-02/28/91							
06/26/90	JONES	\$0	\$544,908	\$12,896	\$557,804	\$320,959	\$878,763	\$482,280
12/30/90	BENTLER	\$75,543	\$444,566	\$38,214	\$567,063	<u>\$33,326</u>	\$600,389	
	2 Claims				\$1,124,866	\$354,285	\$1,479,151	Plan"

LgLosses.xls

The City o	of Scranton						A	PPENDIX B
Workers' C	ompensation							Sheet 3
	-		Summary of Crti	ical Value Disai	bility Losses			
			As of	August 31, 201	8			
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(1)
								Large Loss
								Critical
Date of	Named	Medical	Indemnity	Expense	Total	Outstanding	Total	Reported
Loss	Insured	Paid	Paid	Pald	Paid	Reserves	Incurred	Amount
	03/01/91-02/28/92		0005.405	BO 450	2004.000	EEO 000	@440.COD	6006.046
05/06/91		\$23,868	\$365,198	\$2,156	\$391,222	\$52,386	\$443,608	\$336,946
	WHALEN	\$138,044	\$295,115	\$18,444	\$451,602	\$0	\$451,602	\$336,946
	MALINOWSKI	\$59,010	\$507,120	\$46,470	\$612,601	\$113,465	\$726,066	\$336,946
	PETRINI	\$1,720	\$442,102	\$5,897	\$449,719	\$22,317	\$472,036	\$336,946
	HARVEY	\$119,714	\$322,891	\$58,992	\$501,597	\$0	\$501,597	\$336,946
	HUBSHMAN	\$13,294	\$398,781	\$61,227	\$473,302	\$0	\$473,302	\$336,946
	SEYMOUR	\$96,312	\$546,905	\$21,588	\$664,805	\$78,301	\$743,106	\$336,946
02/07/92	BIDWELL	\$0	\$395,914	\$9,218	\$405,133	<u>\$0</u>	<u>\$405,133</u>	\$384,341
	8 Claims				\$3,949,979	\$266,469	\$4,216,448	
	03/01/92-02/28/93							2004.044
	DAVIS, B.	\$123,164	\$381,864	\$38,082	\$543,111	\$0	\$543,111	\$384,341
	2 GRISKO	\$72,744	\$535,788	\$33,261	\$641,792	\$0	\$641,792	\$384,341
	MONAHAN	\$34,940	\$644,818	\$80,507	\$760,265	\$0	\$760,265	\$384,341
11/29/92	DAVIS, Wm.	\$90,017	\$403,035	\$58,560	\$551,613	<u>\$0</u>	\$551,613	\$384,341
	4 Claims				\$2,496,780	\$0	\$2,496,780	
	03/01/93-02/28/94	040=445	0050 000	E00 727	\$000 O4E	\$484 COE	\$4 040 E74	\$383,237
	3 POWELL	\$135,145	\$656,063	\$92,737	\$883,945	\$164,626	\$1,048,571 \$709,956	\$383,237
	3 CONLON	\$77,228	\$584,473	\$19,034	\$680,735	\$29,221 \$0		
+	3 WASYLYNIAK	\$59,871	\$470,649	\$27,589	\$558,109		\$558,109 \$387,553	\$383,237 \$383,237
	3 JEFFERS	\$31,885	\$319,155	\$36,513	\$387,553	\$0 \$0	\$507,553 \$515,442	\$383,237
,	3 PALUTIS	\$76,477	\$390,796	\$48,169	\$515,442	• -		
	3 ARMFIELD	\$11,005	\$588,113	\$16,879	\$615,997	\$61,749	\$677,746	\$383,237
	3 CAWLEY	\$34,655	\$345,596	\$42,994	\$423,245	\$0	\$423,245	
	3 DAFFARO	\$49,843	\$531,593	\$3,881	\$585,317	\$26,988	\$612,305	
01/19/9	4 BURRIER	\$59,239	\$255,436	\$31,406	\$346,081	\$0 \$383 F84	\$346,081	\$334,371
	9 Claims				\$4,996,423	\$282,584	\$5,279,008	

LgLosses.xls

28-Sep-18

	f Scranton						A	PPENDIX E Sheet 4
rkers: Co	mpensation		Summary of Crti	ral Value Disal	ility Losses	4		Miret J
		•		August 31, 201	-			
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	<i>(t)</i>
. ,	• •		,	•				Large Loss Critical
Date of	Named	Medical	Indemnity	Expense	Total	Ouistanding	Total	Reported
Loss	Insured	Paid	Paid	Paid	Paid	Reserves	Incurred	Amount
	03/01/95-02/28/96							
7/20/95	MCGINNIS	\$91,758	\$494,797	\$40,216	\$626,771	\$0	\$626,771	\$476,30
8/23/95	DERMODY	\$8,741	\$625,434	\$70,983	\$705,159	\$0	\$705,159	\$476,30
9/18/95	ANDREJACK	\$45,914	\$363,700	\$52,659	\$462,273	\$19,829	\$482,102	\$476,30
2/07/95	HINKLEY	\$61,862	\$362,619	\$55,955	\$480,436	\$0	\$480,436	\$476,30
1/05/96	DUDZINSKI	\$58,794	\$543,209	\$53,952	<u>\$659,841</u>	<u>\$30,046</u>	<u>\$689,887</u>	\$474,50
	5 Claims				\$2,934,480	\$49,875	\$2,984,355	
	03/01/96-02/28/97						****	D
37/24/96		\$586	\$666,365	\$13,380	\$680,330	\$0	\$680,330	\$474,5
09/04/96	MUSSO	\$195,469	\$154,800	\$49,004	\$399,272	<u>\$158,853</u>	<u>\$558,125</u>	
	2 Claims				\$1,079,603	\$158,853	\$1,238,456	
	03/01/97-02/28/98	000.007	0075 004	057.074	#00E 07E	r.o	0005 070	<u></u> ቀንሚቤ 4
06/09/97	MATTICKS	\$62,307	\$275,891	\$57,074	<u>\$395,272</u>	<u>\$0</u>	\$395,272	\$378,1
	1 Claim				\$395,272	\$0	\$395,272	
(0.0 (0.0	03/01/99-02/28/00	004.400	6007 547	\$33,777	\$285,787	\$0	\$285,787	\$234,5
	OTTONE	\$24,493 \$15.904	\$227,517 \$209,899	\$22,015	\$247,818	\$0 \$0	\$247,818	\$234,5
05/10/99				•	\$408,593	\$0 <u>\$0</u>	\$408,593	\$233.6
01/26/00	MARTIN	\$272,273	\$89,236	\$47,084		<u>\$0</u> \$0		Ф 200,0
•	3 Claims				\$942,198	20	\$942,198	
00100100	03/01/00-02/28/01	#400.400	D440 EE0	600 040	6004 600	. \$0	\$281,692	\$233.6
	MEDALLIS	\$103,100	\$148,552	\$30,040	\$281,692	. \$0 \$0	\$487,682	\$233.6
	WAZNAK	\$224,469	\$220,048	\$43,165	\$487,682	• -	* · · · / · · ·	
02/17/01	BATYKO	\$44,640	\$156,846	\$37,558	\$239,044	<u>\$0</u> \$0	\$239,044 \$4,000,419	\$232,6
	3 Claims				\$1,008,418	\$0	\$1,008,418	

LgLosses.xis

28-Sep-18

_	of Scranton ompensation						A	PPENDIX B
" OTHERS C	ompensation	S	Summary of Cri	ical Value Disa	hility Lasses			Sheet 5
		-		August 31, 201	•			
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I) Large Loss
Date of	Named	Medical	Indemnity	Expense	Total	Ouistanding	Total	Critical Reported
Loss	Insured	Paid	Pald	Paid	Paid	Reserves	I ouu Incurred	Amount
	03/01/01-02/28/02					110007725	THERPY CH	Amount
08/10/01	LANNING	\$56,527	\$219,620	\$25.557	\$301,704	\$0	\$301,704	\$232,663
08/23/01	GALELLA	\$44,321	\$184,415	\$27,920	\$256,656	\$0	\$256,656	\$232,663
02/11/02	MACKIN	\$46,164	\$221,969	\$22,969	\$291,102	\$0	\$291,102	\$277,838
02/20/02	OZOVEK	\$143,954	\$268,672	\$30,331	\$442,957	\$0	\$442,957	\$277,838
	4 Claims	(2 post 10/17/01 SIR)			\$1,292,419	\$0	\$1,292,419	42.7,400
04/15/02	03/01/02-02/28/03 FARGIONE	\$126,603	\$304,542	\$27,010	\$463,519	\$0	\$463,519	\$277,838
06/12/02	GISOLFI	\$144,865	\$294,596	\$45,856	\$485,317	\$0	\$485,317	\$277,838
07/21/02	ROSAR, J.	\$79,913	\$308,354	\$44,915	\$433,182	\$0	\$433,182	\$277,838
07/25/02	BOEZI	\$195,457	\$223,981	\$76,148	\$495,587	\$18,337	\$513.924	\$277,838
	4 Claims	(all pre 10/17/02)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,	\$1,877,604	\$18,337	\$1,895,941	Ψ2.7,000
	03/01/03-02/28/04							
11/25/03	MALONE	\$4,886	\$292,615	\$8,325	\$305,826	\$385,277	\$691,103	\$368,410
	1 Claim	(1 post 10/16/03 SIR)			\$305,826	\$385,277	\$691,103	
	03/01/04-02/28/05							
06/24/04		\$155,654	\$284,209	\$58,192	\$498,055	\$0	\$498,055	\$366,094
09/19/04	McINTYRE	\$149,519	\$236,458	\$20,023	\$417,202	<u>\$0</u>	\$417,202	\$366,094
	2 Claims	(pre 10/17/04)			\$915,257	\$0	\$915,257	
09/12/06	03/01/06-02/28/07 SVETOVICH	\$168,600	\$296,993	\$97,531	<u>\$563,124</u>	\$149,745	\$712,869	\$675,726
	1 Claim				\$563,124	\$149,745	\$712,869	
0001111	03/01/15-02/28/16							
07/11/15	WILDING 1 Claim	\$93,143	\$157,187	\$4,540	<u>\$254,869</u> \$254,869	\$1,696,745	\$1,951,614 \$1,951,614	\$542,954
LgLosses,x	ds							28-Sep-18

Derivation of Discount Factors as of 8/31/18

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
		Cumulative			% Losses		
	Maturity	Paid Loss	% Losses	Midpoint	Paid		
Accident	in Years	Development	Paid	Upcoming	Upcoming	Column(F)	Discount
Period	at 8/31/18	Factor	at 8/31/18	Period	Period	Discounted	Factor
2010/2010	0.50		0.70/		40.484		
2018/2019	0.50		6.8%	1.0	13.4%	0.130	0.791
2017/2018	1.50	4,964	20.1%	2.0	10.9%	0,103	0.781
2016/2017	2.50	3.223	31.0%	3,0	8.7%	0.079	0.771
2015/2016	3.50	2,519	39.7%	4.0	7.0%	0.062	0.762
2014/2015	4.50	2.143	46.7%	5.0	5.7%	0.049	0.755
2013/2014	5.50	1.911	52.3%	6.0	4.7%	0.039	0.749
2012/2013	6.50	1.754	57.0%	7.0	3.9%	0.032	0.745
2011/2012	7.50	1.641	60.9%	0,8	3.3%	0.026	0.743
2010/2011	8.50	1.557	64.2%	9.5	5,3%	0.040	0.742
	10.50	1.438	69.5%	11.5	4.0%	0.028	0.745
	12.50	1.360	73.5%	13.5	3.2%	0.021	0.755
	14.50	1.304	76.7%	15,5	2,5%	0.016	0.769
	16.50	1.263	79,2%	17.5	2.1%	0.012	0.791
	18.50	1.231	81.2%	19.5	2.3%	0.013	0.818
	20.50		83.5%	21.5	2.5%	0.013	0.845
	22.50		86.0%	23,5	2.7%	0.014	0.873
	24.50		88.7%	25.5	3.0%	0.014	0.901
	26,50		91.7%	27.5	3.3%	0.015	0.929
	28.50		95.1%	29.5	3.6%	0.015	0.956
	30.50		98.7%	31,5	1.3%	0.005	0.971
ULT	32,50	1.000	100.0%			,,,,,,	William in

Annual Interest Rate:

3.00%

Column(C): Appendix A, Sheet 4

Column(D): 1 ! Column (C)

 $Column(E): \{Column~(B),~current~line + Column~(B),~next~line f~?$

Column(F): Column (D), next line - Column (D), current line

with ranoff after 19 years based upon an annual increase of 10% over prior period

Column(G): Column(F) x [1 + Interest Rate]^[-Column(E)]

 $Column(H): \{l+Interest\ Rate\}^{Column(B)}/\{l-Column(D)\} x \{Upward\ Sum,\ Column(G)\}$

DFAX.XLS

28-Sep-18



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

November 8, 2018

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

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE APPROPRIATING FUNDS FOR THE EXPENSES OF THE CITY GOVERNMENT FOR THE PERIOD COMMENCING ON THE FIRST DAY OF JANUARY, 2019 TO AND INCLUDING DECEMBER 31, 2019 BY THE ADOPTION OF THE GENERAL CITY OPERATING BUDGET FOR THE YEAR 2019.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

FILE OF THE COUNCIL NO. __

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 6, 1976 ENTITLED "AN ORDINANCE (AS AMENDED) IMPOSING A TAX FOR GENERAL REVENUE PURPOSES ON THE TRANSFER OF REAL PROPERTY SITUATE WITHIN THE CITY OF SCRANTON; PRESCRIBING AND REGULATING THE METHOD OF EVIDENCING THE PAYMENT OF SUCH TAX; CONFERRING POWERS AND IMPOSING DUTIES UPON CERTAIN PERSONS, AND PROVIDING PENALTIES", BY IMPOSING THE RATE OF THE REALTY TRANSFER TAX AT TWO AND TWO TENTHS PERCENT (2.2%) FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

SECTION 1. Be it ordained by the Council of the City of Scranton that the following

Sections of File of the Council No. 6, 1976 shall be amended to read as follows:

- Section 2. IMPOSITION OF TAX. For calendar year 2019, the City of Scranton adopts the provisions of Article XI-D of the Tax Reform Code of 1971 and imposes a realty transfer tax as authorized under that Article subject to the rate limitations therein on each transfer of real property situate within the City of Scranton, or any interest therein, regardless of where the instruments making the transfers are made, executed or delivered, or where the actual settlements on such transfers take place. On and after the effective date of this Ordinance, every person who accepts delivery of any document or on whose behalf delivery of any document is accepted, shall be subject to pay a tax of 2.2 percentum of the value of the property represented by such documents which tax shall be payable at the time of the acceptance of delivery of the document. Where any document is delivered to the Commonwealth, to a political subdivision or to an authority created by the Commonwealth, or a political subdivision, the person by whom the document was made, executed, issued or delivered shall be subject to pay the tax, unless the transfer is between such governmental agencies, in which case no tax shall be paid. Where any lands, tenements or hereditament are situate partly within and partly without the boundaries of the City of Scranton, the tax shall be paid on the value of the portion of the lands, tenements or hereditament situate within the City of Scranton, the tax shall be paid on the value of the portion of the lands, tenements or hereditament situate within the City of Scranton."
- B. Section 6. INTEREST. Any tax under Section 2 that is not paid by the date the tax is due shall bear interest as prescribed for interest on delinquent municipal claims under the Act of May 16, 1923 (P.L. 207, No. 153) (53 P.S. Section 7101, et seq.) as amended, known as "The Municipal Claims and Tax Liens Act". The interest rate shall be the lesser of the interest rate imposed upon delinquent Commonwealth taxes as provided in Section 806 of the Act of April 9, 1929 (P.L. 343, No. 176) (72 P.S. S806), as amended, known as "The Fiscal Code", or the maximum interest rate permitted under the Municipal Claims and Tax Liens Act for tax claims.
- C. Section 11. EFFECTIVE DATE. The provisions of this ordinance shall become effective on and be applicable to any document made, executed, delivered, accepted or presented for recording on or after October 5, 2005 and shall be effective annually thereafter, without annual reenactment unless and until there is a change in the rate of taxation, pursuant to the Local Tax Enabling Act, 53 Pa. C.S. § 6924.306.

SECTION 2. In all other respects, File of the Council No. 6, 1976 shall remain in full force and effect.

SECTION 3. 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 interests of the promotion of the purposes and intent of this ordinance and the effective administration thereof.

SECTION 4. This Ordinance shall be retroactive to January 1, 2019.

SECTION 5. If the correct amount of the tax is not paid by the last date prescribed for timely payment, The City of Scranton, pursuant to Section 1102-D of the Tax Reform Code of 1971 (72 P.S. S 8102-D), authorizes and directs the Department of Revenue of the Commonwealth of Pennsylvania to determine, collect and enforce the tax, interest and penalties.

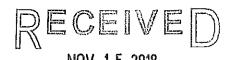
SECTION6. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



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

November 15, 2018

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



OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 6, 1976 ENTITLED "AN ORDINANCE (AS AMENDED) IMPOSING A TAX FOR GENERAL REVENUE PURPOSES ON THE TRANSFER OF REAL PROPERTY SITUATE WITHIN THE CITY OF SCRANTON; PRESCRIBING AND REGULATING THE METHOD OF EVIDENCING THE PAYMENT OF SUCH TAX; CONFERRING POWERS AND IMPOSING DUTIES UPON CERTAIN PERSONS, AND PROVIDING PENALTIES", BY IMPOSING THE RATE OF THE REALTY TRANSFER TAX AT TWO AND TWO TENTHS PERCENT (2.2%) FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

Respectfully, Lessica (S)

Jessica L. Eskra, Esquire

City Solicitor

FILE OF THE COUNCIL NO. _

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 7, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) IMPOSING A MERCANTILE LICENSE TAX OF 2 MILLS FOR THE YEAR 1976 AND ANNUALLY THEREAFTER UPON PERSONS ENGAGING IN CERTAIN OCCUPATIONS AND BUSINESSES THEREIN; PROVIDING FOR ITS LEVY AND COLLECTION AND FOR THE ISSUANCE OF MERCANTILE LICENSES; CONFERRING AND IMPOSING POWERS AND DUTIES UPON THE TAX COLLECTOR OF THE CITY OF SCRANTON; AND IMPOSING PENALTIES", BY IMPOSING THE MERCANTILE LICENSE TAX AT ONE (1) MILL (.001) FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON, that

Section 4 of File of the Council No. 7, 1976 shall be amended to read as follows:

"Section 4. Imposition and rate of tax.

Every person engaging in any of the following occupations or businesses in the City shall pay a Mercantile License Tax for the year 2019 and annually thereafter at the rate set forth:

- (a) Wholesale vendors or dealers in goods, wares and merchandise, at the rate of one (1) mill (.001) on each dollar of the volume of the annual gross business transacted by them;
- (b) Retail vendors or dealers in goods, wares and merchandise, at the rate of one (1) mill (.001) on each dollar of the volume of annual gross business transacted by them;
- (c) All persons or entities engaged in conducting restaurants or other places where food, drink or refreshments are sold, whether or not the same be incidental to some other business or occupation, and all persons or entities conducting places of amusement or entertainment, whether or not the same be incidental to some other business or occupation, at the rate of one (1) mill (.001) on each dollar of the volume of the annual gross business transacted by them; and
- (d) The tax imposed by this Section shall not apply to the dollar volume of annual business covering the resale of goods, wares or merchandise taken by a dealer as a trade-in or part-payment for other goods or wares, except to the extent that the resale price exceeds the trade-in allowance."

SECTION 2. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such 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 interests of the promotion of the purposes and intent of this Ordinance and the effective administration thereof.

SECTION 3. In all other respects, File of the Council No. 7, 1976 shall remain in full force and effect.

SECTION 4. This Ordinance shall be retroactive to January 1, 2019.

SECTION 5. This Ordinance is enacted by the Council of the City of Scranton and said taxes are levied pursuant to the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

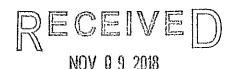
SECTION 6. The tax imposed herein is effective for calendar year 2019 and shall remain in full force and effect annually thereafter, without annual reenactment unless and until there is a change in the rate of taxation.



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

November 7, 2018

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



OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 7, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) IMPOSING A MERCANTILE LICENSE TAX OF 2 MILLS FOR THE YEAR 1976 AND ANNUALLY THEREAFTER UPON PERSONS ENGAGING IN CERTAIN OCCUPATIONS AND BUSINESSES THEREIN; PROVIDING FOR ITS LEVY AND COLLECTION AND FOR THE ISSUANCE OF MERCANTILE LICENSES; CONFERRING AND IMPOSING POWERS AND DUTIES UPON THE TAX COLLECTOR OF THE CITY OF SCRANTON; AND IMPOSING PENALTIES", BY IMPOSING THE MERCANTILE LICENSE TAX AT ONE (1) MILL (.001) FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

FILE OF THE COUNCIL NO. ___

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 8, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) PROVIDING FOR THE GENERAL REVENUE BY IMPOSING A TAX AT THE RATE OF TWO (2) MILLS UPON THE PRIVILEGE OF OPERATING OR CONDUCTING BUSINESS IN THE CITY OF SCRANTON AS MEASURED BY THE GROSS RECEIPTS THEREFROM; REQUIRING REGISTRATION AND PAYMENT OF THE TAX AS CONDITION TO THE CONDUCTING OF SUCH BUSINESS; PROVIDING FOR THE LEVY AND COLLECTION OF SUCH TAX; PRESCRIBING SUCH REQUIREMENTS FOR RETURNS AND RECORDS; CONFERRING POWERS AND DUTIES UPON THE TAX COLLECTOR; AND IMPOSING PENALTIES", BY IMPOSING THE BUSINESS PRIVILEGE TAX AT THE RATE OF ONE (1) MILL (.001) FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

<u>SECTION 1.</u> Be it ordained by the Council of the City of Scranton that Section 3 of File of the Council No. 8, 1976 shall be amended to read as follows:

"Section 3. Imposition and rate of tax: Beginning with the tax year 2019, and annually thereafter, every person engaging in any business in the City of Scranton shall pay an annual tax at the rate of one (1) mill (.001) on each dollar of volume of the gross annual receipts thereof."

SECTION 2. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such 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 interests of the promotion of the purposes and intent of this ordinance, and the effective administration thereof.

<u>SECTION 3.</u> In all other respects, File of the Council No. 8, 1976 shall remain in full force and effect.

SECTION 4. This Ordinance shall be retroactive to January 1, 2019.

SECTION 5. This Ordinance is enacted by the Council of the City of Scranton and said taxes are levied pursuant to the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

SECTION 6. The tax imposed herein is effective for calendar year 2019 and shall remain in full force and effect annually thereafter, without annual reenactment unless and until there is a change in the rate of taxation.



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

November 7, 2018

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

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 8, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) PROVIDING FOR THE GENERAL REVENUE BY IMPOSING A TAX AT THE RATE OF TWO (2) MILLS UPON THE PRIVILEGE OF OPERATING OR CONDUCTING BUSINESS IN THE CITY OF SCRANTON AS MEASURED BY THE GROSS RECEIPTS THEREFROM; REQUIRING REGISTRATION AND PAYMENT OF THE TAX AS CONDITION TO THE CONDUCTING OF SUCH BUSINESS; PROVIDING FOR THE LEVY AND COLLECTION OF SUCH TAX; PRESCRIBING SUCH REQUIREMENTS FOR RETURNS AND RECORDS; CONFERRING POWERS AND DUTIES UPON THE TAX COLLECTOR; AND IMPOSING PENALTIES", BY IMPOSING THE BUSINESS PRIVILEGE TAX AT THE RATE OF ONE (1) MILL (.001) FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

Respectfully,

Jessiga L. Eskra, Esquire City Solicitor

FILE OF THE COUNCIL NO.

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 11, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) ENACTING, IMPOSING A TAX FOR GENERAL REVENUE PURPOSES IN THE AMOUNT OF TWO PERCENT (2%) ON EARNED INCOME AND NET PROFITS ON PERSONS, INDIVIDUALS, ASSOCIATIONS AND BUSINESSES WHO ARE RESIDENTS OF THE CITY OF SCRANTON, OR NON-RESIDENTS OF THE CITY OF SCRANTON, FOR WORK DONE, SERVICES PERFORMED OR BUSINESS CONDUCTED WITHIN THE CITY OF SCRANTON, REQUIRING THE FILING OF RETURNS BY TAXPAYERS SUBJECT TO THE TAX; REOUIRING EMPLOYERS TO COLLECT THE TAX AT SOURCE; PROVIDING FOR THE ADMINISTRATION, COLLECTION AND ENFORCEMENT OF THE SAID TAX; AND IMPOSING PENALTIES FOR THE VIOLATIONS", BY RE-ENACTING THE IMPOSITION OF THE WAGE TAX AT TWO AND FOUR TENTHS (2.4%) PERCENT ON EARNED INCOME FOR RESIDENTS AND ONE (1%) PERCENT ON EARNED INCOME FOR NON-RESIDENTS OF THE CITY OF SCRANTON, FOR WORK DONE, SERVICES PERFORMED OR BUSINESS CONDUCTED WITHIN THE CITY OF SCRANTON FOR THE YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON, and it is hereby ordained that Part II of File of the Council No. 11, 1976 is hereby amended to read as follows:

"II. IMPOSITION OF TAX.

An annual tax for general revenue purposes of two and four tenths percent (2.4%) is hereby imposed on the earned income received and net profits earned in the period beginning January 1ST and ending December 31ST annually by all persons, individuals, associations, and businesses who are residents of the City of Scranton, and one percent (1%) on non-residents of the City of Scranton, for work done, services performed or businesses conducted within the City of Scranton."

SECTION 2. If any section, clause, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such 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 interests of the promotion of the purposes and intent of this ordinance and the effective administration thereof.

SECTION 3. In all other respects, File of the Council No. 11, 1976 shall remain in full force and effect.

SECTION 4. This Ordinance shall be retroactive to January 1, 2019.

SECTION 5. This Ordinance is enacted by the Council of the City of Scranton and said taxes are levied pursuant to the authority of the Act of the Legislature, April 13, 1972, Act No. 195 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.

SECTION 6. The tax imposed herein is effective for calendar year 2019 and shall remain in full force and effect annually thereafter, without annual reenactment unless and until there is a change in the rate of taxation.



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

November 7, 2018

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED
NOV 0.9 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 11, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) ENACTING, IMPOSING A TAX FOR GENERAL REVENUE PURPOSES IN THE AMOUNT OF TWO PERCENT (2%) ON EARNED INCOME AND NET PROFITS ON PERSONS, INDIVIDUALS, ASSOCIATIONS AND BUSINESSES WHO ARE RESIDENTS OF THE CITY OF SCRANTON, OR NON-RESIDENTS OF THE CITY OF SCRANTON, FOR WORK DONE, SERVICES PERFORMED OR BUSINESS CONDUCTED WITHIN THE CITY OF SCRANTON, REQUIRING THE FILING OF RETURNS BY TAXPAYERS SUBJECT TO THE TAX; REQUIRING EMPLOYERS TO COLLECT THE TAX AT SOURCE; PROVIDING FOR THE ADMINISTRATION. COLLECTION AND ENFORCEMENT OF THE SAID TAX; AND IMPOSING PENALTIES FOR THE VIOLATIONS", BY RE-ENACTING THE IMPOSITION OF THE WAGE TAX AT TWO AND FOUR TENTHS (2.4%) PERCENT ON EARNED INCOME FOR RESIDENTS AND ONE (1%) PERCENT ON EARNED INCOME FOR NON-RESIDENTS OF THE CITY OF SCRANTON, FOR WORK DONE, SERVICES PERFORMED OR BUSINESS CONDUCTED WITHIN THE CITY OF SCRANTON FOR THE YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

ILE/sl

FILE OF THE COUNCIL NO. ____

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 78, 2017, AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 100, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) LEVYING GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 1977", BY SETTING THE MILLAGE FOR THE YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER" BY AMENDING SECTION 1 REVERTING BACK TO THE MILLAGE RATES FROM 2016 WHICH ARE .232521 MILLS LEVY ON LAND AND .050564 MILLS LEVY ON ALL BUILDINGS AND BY ELIMINATING THE DEDICATED MILLAGE FOR DEBT SERVICE CONTAINED IN SECTION 2 AND REPLACING THE DEDICATED MILLAGE FOR DEBT SERVICE WITH A DEDICATED DEBT PERCENTAGE OF 32% OF REAL ESTATE TAX REVENUES COLLECTED ON A CURRENT YEAR BASIS.

<u>SECTION 1.</u> Be it ordained by the Council of the City of Scranton, that Section 1 of File of the Council No. 100, 1976 shall be amended to read as follows:

"The Council of the City of Scranton ordains that for the purpose of defraying the expense of the City of Scranton for the fiscal year commencing on the first day of January, 2019 and certain other deficiencies prior thereto, a tax is hereby levied on all real, personal and mixed property within the limits of the City of Scranton, Pennsylvania taxable according to the laws of the Commonwealth of Pennsylvania as follows:

To provide for the payment of general expenses and to provide for the various interest and sinking funds as required by law, there is hereby levied on each thousand dollar of valuation in the Scranton Twenty-Four Ward area:

For General Expense and Sinking Fund purposes:

Levy on all Land .232521 millage rate Levy on all buildings .050564 millage rate

The total levy for general and special purpose is two hundred thirty two dollars and .521 cents (\$232.521) on each one thousand dollars of said valuation of land, and fifty dollars and .564 cents (\$50.564) on each one thousand dollars of said valuation on all buildings."

The total levy remains unchanged from 2016 at 283.085 mills.

SECTION 2. Eliminating the dedicated millage for debt service and imbedding a dedicated percentage of revenues thereby meeting the intent of a segregated stream of revenues assigned to debt service. To address the continued dedication of real estate tax revenue, the Single Tax Office will be notified, and the amended legislation will certify, that 32% of real estate tax revenue on a current year basis will be remitted to the City's Single Point Paying Agent to meet the budgeted debt service requirement for the fiscal year.

SECTION 3. This Ordinance shall be retroactive to January 1, 2019.

SECTION 4. In all other respects, File of the Council No. 100, 1976 shall remain in full force and effect.

SECTION 5. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Ordinance and the effective administration thereof.

SECTION 6. The tax imposed herein is effective for calendar year 2019 and shall remain in full force and effect annually thereafter, without annual reenactment unless and until there is a change in the rate of taxation, pursuant to the Local Tax Enabling Act, 53 Pa. C.S. § 6924.306 and the Act of the Legislature, April 13, 1972, Act No. 62.

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



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

November 8, 2018

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED NOV 0 9 2018

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 78, 2017, AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 100, 1976, ENTITLED "AN ORDINANCE (AS AMENDED) LEVYING GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 1977", BY SETTING THE MILLAGE FOR THE YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER" BY AMENDING SECTION 1 REVERTING BACK TO THE MILLAGE RATES FROM 2016 WHICH ARE .232521 MILLS LEVY ON LAND AND .050564 MILLS LEVY ON ALL BUILDINGS AND BY ELIMINATING THE DEDICATED MILLAGE FOR DEBT SERVICE CONTAINED IN SECTION 2 AND REPLACING THE DEDICATED MILLAGE FOR DEBT SERVICE WITH A DEDICATED DEBT PERCENTAGE OF 32% OF REAL ESTATE TAX REVENUES COLLECTED ON A CURRENT YEAR BASIS.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

FILE OF THE COUNCIL NO.

2018

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229636 ENTITLED "SSA PENSION" FOR RECEIVING FUNDS FROM THAT PART OF THE SALE OF THE SCRANTON SEWER AUTHORITY PROCEEDS USED FOR THE PENSION OBLIGATION NOTE (TAXABLE SERIES OF 2018) AND THE DISBURSEMENT OF PAYMENTS ON THE PENSION OBLIGATION NOTE (TAXABLE SERIES OF 2018).

WHEREAS, this Special City Account is being established for receiving funds from that part of the sale of the Scranton Sewer Authority proceeds used for the Pension Obligation Note (Taxable Series of 2018) and the disbursement of payments on the Pension Obligation Note (Taxable Series of 2018).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229636 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

November 8, 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 that part of the sale of the Scranton Sewer Authority proceeds used for the Pension Obligation Note (Taxable Series of 2018) and the disbursement of payments on the Pension Obligation Note (Taxable series of 2018).

02.229636 SSA Pension

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

Very truly yours,

Dave Bulkoni

DMB:nmk

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



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

November 8, 2018

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

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229636 ENTITLED "SSA PENSION" FOR RECEIVING FUNDS FROM THAT PART OF THE SALE OF THE SCRANTON SEWER AUTHORITY PROCEEDS USED FOR THE PENSION OBLIGATION NOTE (TAXABLE SERIES OF 2018) AND THE DISBURSEMENT OF PAYMENTS ON THE PENSION OBLIGATION NOTE (TAXABLE SERIES OF 2018).

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

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FILE OF THE COUNCIL NO.

2018

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229637 ENTITLED "SSA FUNDS" FOR RECEIVING THE REMAINING BALANCE OF FUNDS FROM THE SALE OF THE SCRANTON SEWER AUTHORITY FOR DISBURSING FOR FUTURE CITY PROJECTS.

WHEREAS, this Special City Account is being established for receiving the remaining balance of funds from the sale of the Scranton Sewer Authority for disbursing for future City projects

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229637 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

November 8, 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 the remaining balance of funds from the sale of the Scranton Sewer Authority for disbursing for future City projects.

02.229637 SSA Funds

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

Very truly yours,

Business Administrator

DMB:nmk

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



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November 8, 2018

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



NOV 0 9 2018

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229637 ENTITLED "SSA FUNDS" FOR RECEIVING THE REMAINING BALANCE OF FUNDS FROM THE SALE OF THE SCRANTON SEWER AUTHORITY FOR DISBURSING FOR FUTURE CITY PROJECTS.

Respectfully,

ssica L. Eskra, Esquire

City Solicitor

FILE OF THE COUNCIL NO. ___

2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 138, 2017 AN ORDINANCE "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PENSION TRUST AGREEMENT WITH THE COMPOSITE PENSION BOARD TO HOLD APPROXIMATELY \$22,910,531.56 OF THE PROCEEDS FROM THE SALE OF THE ASSETS OF THE SCRANTON SEWER AUTHORITY IN TRUST UNTIL SUCH TIME AS PENSION REFORMS HAVE BEEN ENACTED" BY PERMITTING THE CITY TO TRANSFER FUNDS REQUIRED PURSUANT TO THE ORIGINAL TRUST AGREEMENT TO THE COMPOSITE PENSION BOARD THROUGH THE ISSUANCE OF NONELECTORAL DEBT IN A PRINCIPAL AMOUNT OF APPROXIMATELY \$22,910,531.56.

WHEREAS, the City executed the Trust Agreement with the Composite Pension Board wherein, upon agreement between the City and the Composite Pension Board, the City would deposit approximately \$22,910,531.56 of Trust Proceeds into the Pension Contribution Account Discount Rate Reduction Subaccount, and/or a portion may be deposited into a separate OPEB Account, and the balance remaining may be deposited into the Pension Contribution Account for the aggregate pension fund; and

WHEREAS, the Trust Agreement shall be amended to allow for the Trust proceeds to be deposited in a Deposit Account with Webster Bank, N.A. at 100 Westminster Street, Providence R.I. 02903 as part of the issuance of nonelectoral debt pursuant to the Local Government Unit Debt Act (53 Pa. C.S., Chapters 80-82), designated generally as "Federally Taxable General Obligation Note, Series of 2018" in a principal amount not to exceed Twenty-Two Million Nine Hundred Ninety Thousand Dollars (\$22,990,000) for the purpose of a portion being deposited into the Pension Contribution Account Discount Rate Reduction Subaccount, and the balance remaining for purposes of funding the unfunded accrued pension liability of the City of Scranton Pension Funds as authorized in File of the Council No 138 of 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 38, 2017 is hereby Amended by permitting the City to transfer funds required pursuant to the original Trust Agreement to the Composite Pension Board through the issuance of nonelectoral debt in the principal amount of approximately \$22,910,531.56.

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.

TRUST AGREEMENT

Dated as of December 1, 2018

By and Among

CITY OF SCRANTON

and

SCRANTON COMPOSITE PENSION BOARD

TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Trust Agreement") made and entered into as of this 1st day of November, 2017, by and among City of Scranton, Pennsylvania (the "City") and the Scranton Composite Pension Board.

WITNESSETH:

WHEREAS, the City, the Borough of Dunmore and the Scranton Sewer Authority have heretofore sold certain sewer system assets to the Pennsylvania American Water Company (the "Sale"); and

WHEREAS, after paying transactional costs, funding required escrows, and retiring or defeasing the outstanding sewer system debt, and meeting other terms as set forth in the Sale, the City's portion of the Sale proceeds received at closing was \$69,074,221, comprised of \$66,505,463 received at closing and \$2,568,758 released from the sewer revenue bond refunding escrows (the "Sale Proceeds"); and

WHEREAS, upon the Sale, an escrow fund for representations and warranties was established in the amount of \$5,000,000, with the City's share being 80 percent of that amount and the Borough's 20 percent, as well as an escrow fund for easements in the amount of \$12,000,000, with the City's share being 80 percent of that amount and the Borough's 20 percent. Upon the extinguishment of those escrows according to the schedule agreed upon at closing, all remaining funds will return to the City and the Borough according to the appropriate proportional share as additional proceeds ("Escrowed Sale Proceeds"); and

WHEREAS, the City determined to apply a portion of the Sale Proceeds to retire certain high coupon general obligation debt of the City (referred to as the City's 2006 General Obligation Bonds, the City's 2012 General Obligation Bonds, and the City's 2013 General Obligation Bonds) reducing the fixed costs of the general fund by approximately \$5.2 million per year; and

WHEREAS, the City determined to apply a portion of the Sale Proceeds to defease General Obligation debt of the City Series C of 2003 and Series D of 2003, and refund \$24,620,000 of Series B of 2003, reducing the City's debt service by \$29,170,000; and

WHEREAS, the City has agreed to apply an amount equal to the remaining Sale Proceeds to: i.) make necessary capital improvements in the City, ii.) provide initial funding for storm water management planning, iii.) fund economic development initiatives, iv.) repay or defease additional outstanding liabilities of the City v.) fund the City's pension plans; and vi.) potentially create/contribute to an OPEB Trust Fund; and

WHEREAS, among the pension reforms that are extremely important to the City's future financial well-being are: i) retaining a nationally recognized investment advisor to oversee the tactical and strategic allocation of pension fund investments; ii) retaining a third party administrator to assist the composite pension board with the operation of the funds, including but

not limited to assisting with the processing of disability pension applications, iii) utilization of independent board certified specialists to determine disability eligibility and continuing compliance with all material aspects of the January 30, 2015 Memoranda of Understanding, as amended by the Memoranda of Agreement filed in the Court of Common Pleas of Lackawanna County, No. 13-CV-6689 (the "Disability Pension Agreements"); and

WHEREAS, the City has agreed to invest the pension contributions made hereunder until such time as the above pension reforms are enacted; and

WHEREAS, it is anticipated that an amount of approximately \$22,910,531.56 shall be deposited in the pension plans; and

WHEREAS, the funds deposited hereunder shall remain invested in compliance with Act 10 of 2016 of the General Assembly of the Commonwealth of Pennsylvania; and

NOW, THEREFORE, intending to be legally bound, the City and the Scranton Composite Pension Board hereby agree as follows:

SECTION 1. Receipt of Sale Proceeds; Use of Funds; and Requisitions.

- a) The City hereby deposits into the Trust account an amount of approximately \$22,910,531.56. The Trust Deposit shall be deposited in the following amounts into the following accounts:
 - 1. Upon agreement between the City and the Composite Pension Board, portion may be deposited into the Pension Contribution Account Discount Rate Reduction Subaccount, and/or a portion may be deposited into a separate OPEB Account. The balance remaining may be deposited into the Pension Contribution Account for the aggregate pension fund; or
 - 2. The Trust proceeds may be deposited in a Deposit Account with Webster Bank, N.A. at 100 Westminster Street, Providence R.I. 02903 as part of the issuance of nonelectoral debt pursuant to the Local Government Unit Debt Act (53 Pa. C.S., Chapters 80-82), designated generally as "Federally Taxable General Obligation Note, Series of 2018" in a principal amount not to exceed Twenty-Two Million Nine Hundred Ninety Thousand Dollars (\$22,990,000) for the purpose of a portion being deposited into the Pension Contribution Account Discount Rate Reduction Subaccount, and the balance remaining for purposes of funding the unfunded accrued pension liability of the City of Scranton Pension Funds as authorized in File of Council No ______, of 2018.

Notwithstanding anything in the foregoing to the contrary, amounts required to be transferred under this Agreement shall not commence until such time as the Mayor has certified to the Trustee that the City has retained a nationally recognized investment advisor to oversee the tactical and strategic allocation of pension fund investments; the City has retained a third party administrator to assist the composite pension board with the operation of the funds, including but

not limited to assisting with the processing of disability pension applications, and the Police and Fire Unions are in compliance with all material aspects of the January 30, 2015 Memoranda of Understanding, as amended by the Memoranda of Agreement filed in the Court of Common Pleas of Lackawanna County, No. 13-CV-6689 (the "Disability Pension Agreements").

The Business Administrator of the City of Scranton shall serve as Trustee.

Thereafter, an amount equal to Sale Proceeds shall be released from the Trust or the Deposit Account with Webster Bank and transferred to the Composite Pension Board for deposit into the Pension Contribution Account and application as follows:

- 1. Upon agreement between the City and the Composite Pension Board, a portion may be deposited into the Pension Contribution Account Discount Rate Reduction Subaccount, and/or a portion may be deposited into a separate OPEB Account.
- 2. The balance remaining shall be deposited into the Pension Contribution Account.

Any amounts received thereafter from the Escrowed Sale Proceeds shall similarly deployed to reduce the liabilities of the pension funds and/or to create an OPEB account, and shall be deposited according to a schedule agreed upon by the Composite Pension Board, its investment advisor, and the City.

SECTION 2. Irrevocable.

The Trust created hereby shall be irrevocable. The Trustee, on behalf of the City {shall have an express lien on and security interest in} all amounts in the Escrow Fund until such amount has been used and applied in accordance herewith.

SECTION 3. Invalid Provision.

If any one or more of the covenants or agreements provided in this Trust Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Trust Agreement.

SECTION 4. Amendments.

No amendment may be made to this Trust Agreement unless it is in writing and signed by the parties to this Trust Agreement, unless the amendment:

- (i) cures a formal defect, omission, inconsistency or ambiguity in the Trust Agreement;
- (ii) does not materially adversely affect the long term financial interest of the City; or

(iii) is made to pledge additional security, including the deposit of additional amounts to the various accounts created hereunder; and

SECTION 5. Governing Law.

This Trust Agreement shall be governed by the applicable law of the Commonwealth of Pennsylvania.

SECTION 6. Notices.

All notices, demands and formal actions under this Trust Agreement shall be in writing and mailed, postage prepaid by first class mail, telecopied and delivered:

(a) As to the City:

City Solicitor
Law Department
City of Scranton
340 North Washington Avenue
Scranton, PA 18503

(b) As to the Scranton Composite Board:

Composite Pension Board Solicitor Lawrence Durkin, Esquire Durkin MacDonald, LLC 536 East Drinker Street Dunmore, PA 18512

Notices sent by mail shall be deemed received within seventy-two (72) hours of posting.

IN WITNESS WHEREOF, the parties hereto have each caused this Trust and Escrow Agreement to be executed by their duly authorized officers and attested as of the first date above written.

CITY OF SCRANTON



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

November 8, 2018

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



OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 138, 2017 AN ORDINANCE "AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A PENSION TRUST AGREEMENT WITH THE COMPOSITE PENSION BOARD TO HOLD APPROXIMATELY \$22,910,531.56 OF THE PROCEEDS FROM THE SALE OF THE ASSETS OF THE SCRANTON SEWER AUTHORITY IN TRUST UNTIL SUCH TIME AS PENSION REFORMS HAVE BEEN ENACTED" BY PERMITTING THE CITY TO TRANSFER FUNDS REQUIRED PURSUANT TO THE ORIGINAL TRUST AGREEMENT TO THE COMPOSITE PENSION BOARD THROUGH THE ISSUANCE OF NONELECTORAL DEBT IN A PRINCIPAL AMOUNT OF APPROXIMATELY \$22,910,531.56.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

FILE OF THE COUNCIL NO.

2018

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229638 ENTITLED "STREET LIGHTING LEASE RESERVE FUNDS" FOR THE RECEIPT AND DISBURSEMENT OF STREET LIGHTING LEASE RESERVE FUNDS.

WHEREAS, this Special City Account is being established for the receipt and disbursement of Street Lighting Lease Reserve funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02,229638 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

November 8, 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 the receipt and disbursement of Street Lighting Lease Reserve funds.

02.229638

Street Lighting Lease Reserve Funds

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

Very truly yours.

Business Administrator

DMB:nmk

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



DEPARTMENT OF LAW

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

November 8, 2018

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED NOV 0 9 2018

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229638 ENTITLED "STREET LIGHTING LEASE RESERVE FUNDS" FOR THE RECEIPT AND DISBURSEMENT OF STREET LIGHTING LEASE RESERVE FUNDS.

Respectfully,

Jessica Eskra (8/ Jessica L. Eskra, Esquire

City Solicitor

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FILE OF THE COUNCIL NO.

2018

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229639 ENTITLED "HIGHMARK HEALTHCARE RESERVE" FOR THE RECEIPT OF HIGHMARK HEALTHCARE FUNDS AND DISBURSEMENT OF THESE FUNDS FOR CITY OF SCRANTON HEALTHCARE COSTS.

WHEREAS, this Special City Account is being established for the receipt of Highmark Healthcare funds and the disbursement of these funds for the City of Scranton healthcare costs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02.229639 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

November 8, 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 the receipt of Highmark Healthcare funds and the disbursement of these funds for City of Scranton healthcare costs.

02.229639

Highmark Healthcare Reserve

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

Very truly yours,

Business Administrator

DMB:nmk

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



DEPARTMENT OF LAW

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

November 8, 2018

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED
NOV 0 9 2018

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING SPECIAL CITY ACCOUNT NO. 02.229639 ENTITLED "HIGHMARK HEALTHCARE RESERVE" FOR THE RECEIPT OF HIGHMARK HEALTHCARE FUNDS AND DISBURSEMENT OF THESE FUNDS FOR CITY OF SCRANTON HEALTHCARE COSTS.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

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2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 21, 2016 AN ORDINANCE ENTITLED "DEFINING AND AUTHORIZING TAX EXEMPTIONS FROM REAL PROPERTY TAX IN ORDER TO IMPROVE DETERIORATING REAL PROPERTY IN CERTAIN AREAS IN THE CITY OF SCRANTON, ESTABLISHING AN EXEMPTION SCHEDULE AND PROCEDURES FOR OBTAINING EXEMPTIONS, AND PROVIDING FOR NON-PERMISSIBLE EXEMPTIONS AND LIMITING AMENDMENT THERETO" TO EXPAND THE ELIGIBLE AREAS, INCREASE THE DURATION OF EACH EXEMPTION, AND TO LIFT THE CAP ON EACH EXEMPTION.

WHEREAS, the improvement of Deteriorating Real Property or Areas Tax Exemption Act, 72 P.S. 4711-101 et seq. enacted by the General Assembly of the Commonwealth of Pennsylvania authorizes local tax authorities to exempt improvements to certain deteriorating residential property and areas; and

WHEREAS, the New Home Construction Local Tax Abatement Act, 7; P.S. § 4754-1 et seq., enacted by the General Assembly of the Commonwealth of Pennsylvania authorizes local taxing authorities to exempt improvements to certain unimproved residential real property; and

WHEREAS, the City of Scranton, in an effort to expand its tax base, desires to further encourage improvement to deteriorating property and areas within the City of Scranton; and

WHEREAS, the City of Scranton desires to modify and expand its current program pursuant to said act thereby implementing Article VIII, Section 2(b)(iii) of the Pennsylvania Constitution; and

WHEREAS, pursuant to said act, the City of Scranton in conjunction with this Ordinance, shall hold a public hearing to determine and affix the boundaries of the deteriorating properties and areas for which the exemption shall be available; and

WHEREAS, the City of Scranton is desirous of having the School District of the City of Scranton and the County of Lackawanna; work together with the City for the purpose of implementing the policy goals contemplated in this Ordinance and the City has requested those two (2) local taxing authorities to adopt tax exemption consistent with those outlined in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON AS FOLLOWS:

SECTION 1. DEFINITIONS

The following words and phrases when used in this Ordinance shall have, unless the context clearly indicates otherwise, the meanings given to them in this section:

"Deteriorated property" means a dwelling unit located in the City of Scranton, as
hereinafter provided, or a dwelling unit which has been or upon request is
certified by a health, housing or building inspection agency as unfit for human
habitation for rent withholding, or other health or welfare purposes, or has been
the subject of an order by such an agency requiring the unit to be vacated,
condemned or demolished by reason of noncompliance with laws, Ordinances or
regulations.

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- 2. "Dwelling unit" means, unless otherwise defined in the Ordinance or Resolution providing for tax exemption, a house, apartment, or group of rooms intended for occupancy as separate living quarters by family or other groups or a person living alone, containing a kitchen or cooking equipment for the exclusive use of the occupants.
- 3. "Improvement" means repair, construction or reconstruction, including alterations and additions, having the effect of rehabilitating a structure so that it becomes habitable or attains higher standards of housing safety, health or amenity or is brought into compliance with laws, Ordinances or regulations governing housing standards; ordinary upkeep and maintenance shall not be deemed an improvement.

SECTION 2. EXEMPTION

- 1. Full ten (10) year tax exemption from real property shall be limited to:
 - a. The exemption schedule as established by this Ordinance; and
 - b. The assessment valuation attributable to the cost of construction of the improvement to the deteriorating residential property and area.
- In all cases, the exemption from taxes shall be limited to that portion of the
 additional assessment attributable to the new construction and for which a
 separate assessment has been made by the Lackawanna County Board of
 Assessment Appeals, and for which an exemption has been separately requested.
- No tax exemption shall be granted if the property owner does not secure the necessary and proper permits prior to construction.
- No tax exemption shall be granted if the property owner is delinquent in the
 payment of real property taxes on any property within the City of Scranton at the
 time of application for the tax exemption.

SECTION 3. EXEMPTION SCHEDULE

- The following real estate tax exemption schedule commence in the tax year immediately following the year in which the building permit is issued. For the ten (10) years for which the newly constructed improvement would otherwise be taxable, one hundred (100%) percent of the eligible assessment shall be exempted.
- This exemption from taxes granted under this Ordinance shall be upon the newly
 constructed improvement on the deteriorating property and area residential
 property and shall not terminate upon the sale or exchange of the property, but
 shall continue for the full time originally granted.
- 3. If a deteriorating property and area containing a new improvement is granted tax exemption pursuant to this Ordinance, the property shall not, during the exemption period, be considered as a factor in assessing that value of other properties in the same area.
- 4. If the use of the deteriorating property and area at the time the exemption is granted is modified, terminated, or changed during the ten (10) year period in any way which would have affected the exemption if the property had been so used when the exemption was granted, then, at the election of the governing body of the City of Scranton, the exemption shall terminate as of the date the use was modified or terminated.

SECTION 4. PROCEDURE FOR OBTAINING EXEMPTION

- Any person desiring tax exemption pursuant to this Ordinance shall apply to the City of Scranton at the time a building permit is secured. The application shall be in writing upon forms specified by the City of Scranton setting forth the following information.
 - a. The date the building permit was issued;
 - The parcel number must be included in the location of the property to be improved;
 - The cost of the improvement;
 - d. A verification that the property has been inspected by the Building Code Official or his agent;
 - e. Such additional information as the City of Scranton may require.
- 2. There shall be placed on the form application for building permits, the following:

NOTICE OF TAXPAYERS

Under the provisions of File to Council No. 57, 1996, as Amended you may be entitled to a property tax exemption on your contemplated new construction. An application for exemption may be secured from the Department of Licensing, Inspection and Permits and must be filed with the City at the time a building permit is secured.

- 3. A copy of the exemption requests shall be forwarded to the Lackawanna County Board of Assessment by the Building Code Official. The Board shall, after completion of the construction, assess separately, the improvement and the land upon which the new residential construction stands, calculate the amounts of the assessment eligible for tax exemption in accordance with the limits established by this ordinance, and notify the taxpayer and the local taxing authorities of the amounts of the assessment eligible for exemption.
- 4. The cost of construction per improvement to be exempted and the schedules of taxes exempted existing at the time of the initial request for tax exemption shall be applicable to that exemption request, and subsequent amendment to this Ordinance, if any, shall not apply to requests initiated prior to their adoption.
- 5. Appeals from the assessment and/or the amounts eligible for exemption may be taken by the City of Scranton or by the taxpayer as provided by law.

SECTION 5. ELIGIBLE AREAS

 It is hereby determined and declared by City Council that the following portion of the City qualify and are hereby designated as areas eligible for tax exempt status;

The whole City of Scranton

SECTION 6. AMENDMENTS

No amendments to this Ordinance shall be effective unless consented to by Ordinance of the governing body of the City of Scranton.

SECTION 7. NON-PERMISSABLE

Any exemption made permissible under this Ordinance shall not be applied to any industrial, commercial or other business property.

SECTION 8. REPEALER

All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

SECTION 9. SEVERABILITY

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality, or invalidity shall not effect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Council of the City of Scranton that this Ordinance would have been adopted as such as if such unconstitutional, illegal, or invalid sentence, clause, section or part thereof had not been included herein.

SECTION 10. AUTOMATIC TERMINATION

This Ordinance shall automatically terminate ten (10) years from the effective date of this Ordinance. Any person who obtains an exemption hereunder shall be entitled to the entire exemption period of ten (10) years even if said ten (10) year period goes beyond the termination date.

SECTION 11. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act. No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF LAW

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

November 15, 2018

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED)
NOV 15 2018

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 21, 2016 AN ORDINANCE ENTITLED "DEFINING AND AUTHORIZING TAX EXEMPTIONS FROM REAL PROPERTY TAX IN ORDER TO IMPROVE DETERIORATING REAL PROPERTY IN CERTAIN AREAS IN THE CITY OF SCRANTON, ESTABLISHING AN EXEMPTION SCHEDULE AND PROCEDURES FOR OBTAINING EXEMPTIONS, AND PROVIDING FOR NON-PERMISSIBLE EXEMPTIONS AND LIMITING AMENDMENT THERETO" TO EXPAND THE ELIGIBLE AREAS, INCREASE THE DURATION OF EACH EXEMPTION, AND TO LIFT THE CAP ON EACH EXEMPTION.

Respectfully, Lessica Eshia (s)

Jessica L. Eskra, Esquire

City Solicitor

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2018

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 22, 2016 AN ORDINANCE ENTITLED "DEFINING AND AUTHORIZING TAX EXEMPTIONS FROM REAL PROPERTY TAX IN ORDER TO STIMULATE RESIDENTIAL, COMMERCIAL AND OTHER BUSINESS ACTIVITY IN CERTAIN AREAS IN THE CITY OF SCRANTON, ESTABLISHING AN EXEMPTION SCHEDULE AND PROCEDURES FOR OBTAINING EXEMPTIONS, PROVIDING FOR NON-PERMISSIBLE EXEMPTIONS AND LIMITING AMENDMENT THERETO" IN ORDER TO EXPAND THE ELIGIBLE AREAS, INCREASE THE DURATION OF EACH EXEMPTION, AND TO LIFT THE CAP ON EACH EXEMPTION.

WHEREAS, the Local Economic Revitalization Tax Assistance Act, 72 P.S. 4722 et seq. enacted by the General Assembly of the Commonwealth of Pennsylvania authorizes local taxing authorities to exempt improvements to certain residential, commercial and other business property; and

. WHEREAS, the City of Scranton, in an effort to expands its tax base, desire to further encourage improvement and construction on residential, commercial and other business property with the City of Scranton; and

WHEREAS, the City of Scranton desires to modify and expand its current program pursuant to the Local Economic Revitalization Tax Assistance Act and thereby implementing Article VIII, Section 2(b) iii of the Pennsylvania Constitution; and

WHEREAS, pursuant to the Local Economic Revitalization Tax Assistance Act, the City of Scranton in conjunction with this Ordinance, shall hold a public hearing to determine and affix areas that are wholly or partially located within the City of Scranton for which the tax exemption shall be available; and

WHEREAS, the City of Scranton is desirous of having the School District of the City of Scranton and the County of Lackawanna work together with the City for the purpose of implementing the policy goals contemplated in this Ordinance and the City has requested these two (2) local tax authorities to adopt tax exemptions consistent with those outlined in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON AS FOLLOWS:

SECTION 1. DEFINITIONS

The following words and phrases when used in this Ordinance shall have, unless the context clearly indicates otherwise, the meanings given to them in this section:

- "Deteriorated property." Any industrial, commercial or other business property
 owned by an individual, association or corporation, and located in the City of
 Scranton, as hereinafter provided, or any such property which has been the subject
 of an order by a government agency requiring the unit to be vacated, condemned
 or demolished by reason of noncompliance with laws, ordinance or regulations.
- 2. "Improvement." Repair, construction or reconstruction, including alterations and additions, having the effect of rehabilitating a deteriorated property so that it becomes habitable or attains higher standards of safety, health, economic use or amenity, or is brought into compliance with laws, Ordinances or regulations governing such standards. Ordinary upkeep and maintenance shall not be deemed an improvement.

- "Local taxing authority." A county, city, borough, incorporated town, township, institution district or school district having authority to levy real property taxes.
- 4. "Municipal governing body." A city, borough, incorporated town or township.
- "Other business activity." Includes, but is not limited to, apartment to
 condominium conversions, condominium and townhouses where the title has not
 yet been transferred to homeowner from developer, new townhouses, new
 condominiums.

SECTION 2. EXEMPTION

- 1. Full ten (10) year tax exemptions from real property shall be limited to:
 - The exemption schedule as established by this Ordinance; and
 - b. The assessment valuation attributable to the cost of construction of the improvement to the deteriorating residential property and area.
- In all cases, the exemption from taxes shall be limited to that portion of the
 additional assessment attributable to the new construction and for which a
 separate assessment has been made by the Lackawanna County Board of
 Assessment Appeals, and for which an exemption has been separately requested.
- 3. No tax exemption shall be granted if the property owner does not secure the necessary and proper permits prior to construction.
- 4. No tax exemption shall be granted if the property owner is delinquent in the payment of real property taxes on any property within the City of Scranton at the time of application for the tax exemption.

SECTION 3. EXEMPTION SCHEDULE

- The following real estate tax exemption schedule commence in the tax year immediately following the year in which the building permit is issued. For the ten (10) years for which the newly constructed improvement would otherwise be taxable, one hundred (100%) percent of the eligible assessment shall be exempted.
- This exemption from taxes granted under this Ordinance shall be upon the newly
 constructed improvement on the deteriorating property and area residential
 property and shall not terminate upon the sale or exchange of the property, but
 shall continue for the full time originally granted.
- If a deteriorating property and area containing a new improvement is granted tax
 exemption pursuant to this Ordinance, the property shall not, during the
 exemption period, be considered as a factor in assessing that value of other
 properties in the same area.
- 4. If the use of the deteriorating property and area at the time the exemption is granted is modified, terminated, or changed during the ten (10) year period in any way which would have affected the exemption if the property had been so used when the exemption was granted, then, at the election of the governing body of the City of Scranton, the exemption shall terminate as of the date the use was modified or terminated.

SECTION 4. PROCEDURE FOR OBTAINING EXEMPTION

- Any person desiring tax exemption pursuant to this Ordinance shall apply to the
 City of Scranton at the time a building permit is secured. The application shall be
 in writing upon forms specified by the City of Scranton setting forth the following
 information.
 - a. The date the building permit was issued;
 - The parcel number must be included in the location of the property to be improved;
 - c. The cost of the improvement;
 - A verification that the property has been inspected by the Building Code Official or his agent;
 - e. Such additional information as the City of Scranton may require.
- 2. There shall be placed on the form application for building permits, the following:

NOTICE OF TAXPAYERS

Under the provisions of File to Council No. 57, 1996, you may be entitled to a property tax exemption on your contemplated new construction. An application for exemption may be secured from the Department of Licensing Inspections and Permits and must be filed with the City at the time a building permit is secured.

- 3. A copy of the exemption requests shall be forwarded to the Lackawanna County Board of Assessment by the Building Code Official. The Board shall, after completion of the construction, assess separately, the improvement and the land upon which the new residential construction stands, calculate the amounts of the assessment eligible for tax exemption in accordance with the limits established by this Ordinance, and notify the taxpayer and the local taxing authorities of the amounts of the assessment eligible for exemption.
- 4. The cost of construction per improvement to be exempted and the schedules of taxes exempted existing at the time of the initial request for tax exemption shall be applicable to that exemption request, and subsequent amendment to this Ordinance, if any, shall not apply to requests initiated prior to their adoption.
- Appeals from the assessment and/or the amounts eligible for exemption may be taken by the City of Scranton or by the taxpayer as provided by law.

SECTION 5. ELIGIBLE AREAS

 It is hereby determined and declared by City Council that the following portion of the City qualify and are hereby designated as areas eligible for tax exempt status;

The whole City of Scranton

SECTION 6. AMENDMENTS

No amendments to this Ordinance shall be effective unless consented to by Ordinance of the governing body of the City of Scranton.

SECTION 7. NON-PERMISSABLE

Any exemption made permissible under this Ordinance shall not be applied to any industrial, commercial or other business property.

SECTION 8. REPEALER

All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

SECTION 9. SEVERABILITY

In any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality, or invalidity shall not effect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Council of the City of Scranton that this Ordinance would have been adopted as such as if such unconstitutional, illegal, or invalid sentence, clause, section or part thereof had not been included herein.

SECTION 10. AUTOMATIC TERMINATION

This Ordinance shall automatically terminate ten (10) years from the effective date of this Ordinance. Any person who obtains an exemption hereunder shall be entitled to the entire exemption period of ten (10) years even if said ten (10) year period goes beyond the termination date.

SECTION 11. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act. No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF LAW

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

November 15, 2018

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

Dear Honorable Council Members:

RECEIVED
NOV 15 2018

OFFICE OF CITY COUNCIL/CITY CLERK

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 22, 2016 AN ORDINANCE ENTITLED "DEFINING AND AUTHORIZING TAX EXEMPTIONS FROM REAL PROPERTY TAX IN ORDER TO STIMULATE RESIDENTIAL, COMMERCIAL AND OTHER BUSINESS ACTIVITY IN CERTAIN AREAS IN THE CITY OF SCRANTON, ESTABLISHING AN EXEMPTION SCHEDULE AND PROCEDURES FOR OBTAINING EXEMPTIONS, PROVIDING FOR NON-PERMISSIBLE EXEMPTIONS AND LIMITING AMENDMENT THERETO" IN ORDER TO EXPAND THE ELIGIBLE AREAS, INCREASE THE DURATION OF EACH EXEMPTION, AND TO LIFT THE CAP ON EACH EXEMPTION.

Respectfully, Jessua Eskra (S)

// Jessica L. Eskra, Esquire

City Solicitor

ILE/sl

RESOLUTION NO.

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON AND LOCAL UNION NO. 60 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

WHEREAS, except as otherwise explicitly provided by this Memorandum of Understanding, all terms and conditions of the parties' 2008 – 2021 Collective Bargaining Agreement shall remain in full force and effect; and

WHEREAS, the City and Local Union No. 60 of the International Association of Fire Fighters, ALF-CIO desire to modify certain provisions of the parties' 2008-2021 Collective Bargaining Agreement (CBA) regarding policies for the Independent Medical Examination Panel of Physicians for disability pensions, Modified Duty, Sick Time Reimbursement, and EMT/EMR/Paramedic/Nurse Certification, as contained in the Memorandum of Understanding attached hereto as Exhibit "A" and incorporated by reference herein; and

WHEREAS, except as specifically provided herein, all modifications to the 2008-2021 Collective Bargaining Agreement shall be effective with the pay period next following the mutual ratification of this Memorandum of Understanding a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CIITY OF SCRANTON that the Mayor and other appropriate City officials are authorized to execute and enter into a Memorandum of Understanding by and between the City of Scranton and Local Union No. 60 of the International Association of Fire Fighters, AFL-CIO attached hereto as Exhibit "A" and incorporated herein by reference thereto.

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.

 $\underline{\textbf{SECTION 2}}. \ \, \textbf{This Resolution shall become effective immediately upon approval}.$

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

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CITY OF SCRANTON

AND

LOCAL UNION NO 60

OF THE INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS, AFL-CIO

It is hereby agreed by and between the City of Scranton ("City") and Local Union No. 60 of the International Association of Fire Fighters ("Union") as follows:

1. UNAFFECTED PROVISIONS

Except as otherwise specifically provided by this Memorandum of Understanding, all terms and conditions of the parties' 2008-2021 Collective Bargaining Agreement ("CBA") shall remain in full force and effect.

2. EFFECTIVE DATE OF MODIFICATIONS

Except as specifically provided herein, all modifications of the CBA shall become effective with the pay period next following the mutual ratification of this Memorandum of Understanding.

3. IME PANEL

A. The panel of physicians attached hereto as Exhibit A shall be used as the panel of specialist physicians to determine whether firefighters are entitled to disability pensions, in

accordance with Paragraph 8 of the Memorandum of Agreement dated March 11, 2016 ("Mandamus Action Settlement") and the CBA. The panel of physicians attached hereto as Exhibit A can be amended upon mutual agreement of the City and the Union. In the event one side or the other wishes to amend the panel, and there is no agreement, said dispute may be referred to arbitration, consistent with the terms of the CBA.

B. The City and the Pension Board shall split the cost of the disability pension application process, including but not limited to, the fees of the examining physicians and the third party administrator, at this time being VocRehab.

4. MODIFIED DUTY

Consistent with the terms of the CBA, as reflected in Paragraph 11 of the January 30, 2015 Memorandum of Understanding ("Second Extension Agreement"), the parties agree to the following Modified Duty Policy:

The policy outlined in this section shall apply to all injuries or illnesses incurred by member of the bargaining unit, regardless of whether those injuries or illnesses are work related.

- A. An employee who is temporarily unable to perform, without restriction or limitation, all duties and responsibilities of his/her position may be required to perform "modified duty" in strict accordance with the terms of this policy.
- B. As used in this Policy, the term "modified duty" shall mean the temporary or part time employment duties and responsibilities of a lesser degree and/ or nature than those historically performed by the temporarily disabled employee, but are only of the scope and nature traditionally performed by fully capable members of the bargaining unit. Such duties shall be non-confrontational in nature, shall, to the extent possible, be on the same shift as the

Fire Fighter was working at the time of his injury and shall be consistent with the rank of the injured bargaining unit member. Under no circumstances shall "modified duty" include, in whole or in part, employment duties that are demeaning to the disabled employee, that are unnecessary to the operation of the fire department or the City, or that are intended solely for the purpose of "make work" tasks. Under no circumstances may modified duty activities be outside the employment duties historically performed by the bargaining unit. The employee shall never be required or permitted to perform "modified duty" where either the nature of the duties or the physical limitations of the disabled employee would in any manner or degree expose either that employee or any other member of the bargaining unit to danger, or threat of same, of any nature, or where such duties are performed, or the performance of same, by the disabled employee would violate the contractual rights of any other member of the bargaining unit.

Consistent with the above, the parties have agreed to modified duty job descriptions, attached hereto as Exhibit B.

C. The determination of whether, and to the extent to which (if at all), a disabled employee may perform "modified duty" work shall in the first instance be made in writing by the employee's certified/licensed treating physician. If a difference of opinion on that issue exists between the employee's treating physician and a certified/licensed Physician designated by the City, the employee shall submit to an examination by a third certified/licensed physician, the fee of which shall be paid by the City, agreed upon by the parties who will render an opinion as to whether, and the extent to which (if at all), a disabled employee may perform "modified duty" work within the meaning of this Policy. If the parties cannot reach agreement on the identity of the third certified/licensed physician, the certified/licensed treating physician and that physician

designated by the City shall be requested to designate a third certified/licensed physician. The decision of the third certified/licensed physician shall be final and binding on all concerned.

- D. An employee who is performing "modified duty" assignments under this Policy shall, upon prior notice to the Department, be permitted, without loss of pay or benefits, reasonable time during the workday to attend a medical or rehabilitation appointment. Employees who are performing "modified duty" as a result of a non-work related injury or illness shall make every reasonable effort to schedule appointments outside of his/her normal working day shift.
- E. The employee shall be required to provide the City with periodic reports from the certified/licensed attending physician describing the extent and anticipated duration of his recuperation and / or rehabilitation.
- F. Nothing in this Policy shall serve to diminish or in any manner waive the affected employees' rights under any applicable law.
- G. Employees who are performing modified duty as a result of a disability incurred in the performance of their duties shall continue for the purposes of taxation to be carried as receiving Heart & Lung Act benefits for the duration of the disability.
- H. After an employee has performed "modified duty" for a period of six (6) consecutive months, the City shall have the option of removing him/her from "modified duty; provided, however, that this should not be read as guaranteeing employees six months' of modified duty if changed circumstances (e.g., full recovery) warrant removal from modified duty. Modified duty positions are intended to provide a transition period for an employee who is sick (ill) or injured to gradually return to full duties, and not to create permanent positions consisting of only portions of the duties of established bargaining unit positions.

5. SICK TIME REIMBURSEMENT

The City will restore to all employees who donated leave to Caroline Janczak all hours donated, whether used or not. In addition, the donation of such leave, whether used or not, will not be held against employees for sick day bonus eligibility.

In addition, Janczak will have her sick leave bank credited for all time used.

The above is not intended to establish a precedence or practice between the parties.

6. EMT/EMR/PARAMEDIC/NURSE CERTIFICATION

Section 8 of the Second Extension Agreement will be modified to provide that EMT/EMR/Paramedic/Nurse certification moneys shall be calculated and made part of the hourly wage effective January 1, 2019.

For those who are already in the certification cycle, such payments will be paid under the current system, but prorated.

As soon as is practicable, the City and Union shall meet to discuss revision of Section 8 of the Second Extension Agreement.

IME Physician Panel List City of Scranton

Oncology

- Hematology and Oncology of NEPA
 1100 Meade Street
 Dunmore, PA 18512
 570-342-3675
 Exam Fee Current Medicare rate \$1,200.00 per hour
 Also depends on the level of disability, and amount of work involved.
- Maged Khalil, MD
 Hematology and Oncology of Allentown
 1240 S. Cedar Crest Blvd
 Allentown, PA 18103
 610-402-7880
 Exam Fee Current Medicare rate \$1,200.00 per hour
 Also depends on the level of disability, and amount of work involved.
- 3. Thomas E. LeVoyer, MD
 Robert Ozols, MD
 Fox Chase Center
 333 Cottman Avenue
 Philadelphia, PA 19111
 215-728-6900
 Exam Fee Current Medicare rate- \$1,200.00 per hour
 Also depends on the level of disability and amount of work involved.

5. Brian Wojciechowski, MD

240 Centronia Road

Suite 1205

Allentown, PA 18104

866-288-0808

Exam Fee	\$1,800.00
No Show Fee	\$1,500.00
Cancellation Fee – 72 Hours	\$1,500.00
Cancellation Fee - 7 business days	\$1,000.00

Orthopedics

1. Harry Schmaltz, MD

Coordinated Health, Scranton Orthopedics

334 Main Street

Suite 1

Dickson City, PA 18519

570-307-1767

\$1,500.00	
\$ 300.00	per hour
\$ 300.00	
\$2,500.00	
\$3,000.00	
	\$ 300.00 \$ 300.00 \$2,500.00

No show Fee \$1,500.00

Cancellation/rescheduling with 2 weeks of Exam requires a \$1,250.00 forfeiture of fees

Cancellation/rescheduling of deposition will result in 50% forfeiture of fees regardless of when cancelled or rescheduled. Cancellation within one week of deposition will result in 100% forfeiture of fee.

2. Kevin Anbari, MD

OAA Specialists

250 Centronia Road

Suite 303

Allentown, PA 18104

610-973-6200

Exam Fee \$1,600.00 No Show Fee \$1,600.00

Cancellation/rescheduling with 2 business days of scheduled Exam will result in 75% forfeiture of fees. 5 business days will result in 25% forfeiture of fees.

3. Gregory Menio, MD

Mountain Valley Ortho

600 Plaza Court

East Stroudsburg, PA 18301

570-421-7020

Exam/Report Fee

\$1,000.00 - \$900 prepay

Addendum Fee

\$ 200.00-\$400.00

Depositions

\$3,200.00

No show Fee

\$1,000.00

Cancellation within 48 hours

\$400.00

Internal Medicine

1. William Dempsey, MD

The Wright Center for Primary Care

1145 Northern Boulevard

S. Abington Township, PA 18411

570-585-1300

Exam Fee - Current Medicare Rate \$1,200.00 per hour

Also depends on disability, amount of records and amount of work involved.

2. Peter Cognetti, MD

Physicians Health Alliance

802 Jefferson Avenue

Scranton, PA 18510

570-346-7331

Exam Fee – Current Medicare Rate \$1,200.00 per hour

Also depends on the disability, amount of records, and amount of work involved.

3. Steven Feinstein, MD

222 Presidential Blvd

Bala Cynwyd, PA 19004

610-660-9930

Exam Fee

\$ 1,100.00

No show Fee

\$ 550.00

Late Cancellation Fee

\$ 550.0

4. Patrick Connors, MD

2232 Pittston Avenue

Scranton, PA 18505

570-969-6327

Exam Fee

\$1,000.00

Cancellation Fee (less than 5 days)

\$500.00

Neurology/Neurological Surgery

1. Michael D. Kim, MD

Seth Jones, MD

Kevin Madden, MD

Scranton Neurological Associates

802 Jefferson Avenue

Floor 5

Scranton, PA 18510

570-348-1118

Exam Fee/Report

\$110.00 - \$275.00 hour -also depends on

disability, amount of records and amount of work involved.

2. Daniel Ackerman, MD

St. Luke's

240 Centronia Road

Allentown, PA 18104

484-526-5210

Exam Fee - Current Medicare rates - also depends on the level of disability, and amount of work involved.

3. David Tabby, MD

301 E. City Avenue

Suite 325

Bala Cynwyd, PA 19004

610-664-2584

Exam Fee/Report – Current Medicare rates – also depends on the level of disability and the amount of work involved.

4. Vithalbhai Dhaduk, MD

235 Main Street, Suite 115

Dickson City, PA 18519

Exam Fee

\$2,000.00 to be paid 2 wks prior to appt.

No show fee

\$1,000.00

5. Dr. Bragan (travels to Allentown)

111 Presidental Blvd

Bala Cynwyd, PA 19004

610-660-9930

Exam Fee	\$1,700.00
No Show Fee	\$1,700.00
Cancellation Fee within 7-3 days	\$1,050.00
Cancellation fee within 3 days	\$1,700.00

6. Richard Bennett, MD

5401 Old York Road

Philadelphia, PA 19141-3046

610-660-9930

Exam Fee \$ 1,460.00 No Show Fee \$ 700.00 Cancellation Fee within 3-5 days \$ 250.00

Psychology

1. Richard Fischbein, MD

562 Wyoming Avenue

Kingston, PA 18704

570-552-3780

Exam Fee \$2,500.00

Report Fee \$ 630.00/hour Psychological Testing (if needed) \$ 400.00 per test

Deposition Fee \$3,500.00 – half day flat fee

\$7,000.00 -full day flat fee

2. James W. Truscott, PhD

John Heinz Institute of Rehabilitation

150 Mundy Street, Ste 5 Wilkes-Barre, PA 18702

Exam Fee \$2,500.00

Report Fee \$ 630.00/hour

Psychological Testing (if needed) \$ 400.00 per test

3. Robert Cohn, MD

111 Presidential Blvd

Bala Cynwyd, PA 19004 (travels to Allentown)

610-660-9930

Exam Fee \$ 2,250.00

No Show Fee \$ 2,000.00

Cancellation Fee \$ 700.00

JOB DESCRIPTION

JOB TITLE:

Scranton Fire Department – Inspector's Office/Aid

Position:

Inspector's Office/Aid

Name of Company:

Scranton Fire Department

Address of Position:

340 North Washington Avenue

Scranton, PA

Hours:

Regular platoon work schedule or regular office hours for

non-suppression

24 hours, 7 am - 7 am

Telephone Number:

(570) 348-4132

Person to Contact:

Chief Patrick P. DeSarno

Exertion Level:

Light Work (Modified Duty- Temporary)

Job Description Summary:

*It is noted that this is a temporary position and can be modified to an individual's physical limitations. This is not a permanent position. The firefighters will follow the chain of command and report to the Deputy Chief.

The following are job duties and responsibilities of the Inspector's Office/Aid:

- In the fire station, the aid will provide assistance to the Deputy Chief as it relates to clerical duties such as answering the telephone, completing reports regarding emergency situations, utilizing a computer to complete paperwork, and filing. The aid may be required to provide assistance to other personnel within the headquarters. Tasks in which the aid may be required to perform may include housekeeping duties such as cleaning tools, vacuuming floors, mopping and sweeping floors, cleaning bathrooms, assisting with apparatus readiness, and inventorying supplies after returning from an emergency. Supplies which will be inventoried include housekeeping supplies, hand tools, hoses, and fire equipment. These job duties are completed on each shift and as directed by the Deputy Chief.
- * When performing modified duty, all employees will be required to attend mandatory updates in a classroom setting.

Page 2:

Inspector's Office/Aid:

PHYSICAL DEMANDS OF JOB:

A. In a 24-hour day, the worker spends time in the following activity:

TOTAL AT ONE TIME: It is noted: (Activity can be modified depending on physical capabilities)

- 1. SIT 1 2 hours (may change positions as needed)
- 2. STAND 2 hours (may change positions or will be provided with a break)
- 3. WALK 2 hours (may change positions or will be provided with a break)
- 4. DRIVE 10-15 minutes

TOTAL DURING A 24-HOUR DAY: It is noted: (Activity can be modified depending on physical capabilities)

- 1. SIT 2 hours (may change positions as needed)
- 2. STAND 4-6 hours (may change positions or will be provided with a break)
- 3. WALK 4-6 hours (may change positions or will be provided with a break)
- 4. DRIVE 1 hour
- B. The heaviest weight the employee lifts while sitting or standing in the same position is:

The weight would be approximately 30 pounds and would include, personal protective equipment to include a helmet, a coat, pants, shoes, gloves, and a breathing apparatus. Other items would include cleaning supplies, fire equipment, house supplies, hand tools, a two way radio, and a clipboard.

Task being performed: Performing job duties, providing help to the Deputy Chief with clerical duties, and performing other activities within the headquarters.

C. The heaviest weight the employee carries while walking from place to place is:

The object being carried is: 30 pounds and would include the personal protective equipment.

Task being performed: While handling protective equipment and cleaning supplies.

Inspec	s: etor's Office/Aid:			
D.	During the course of performing the job, which of the following is required: Rate the Frequency in a 24-hour day.			
	NP - Not Present R - Rarely less than 1/3 of the time O - Occasionally up to 1/3 of the ti F - Frequent up to 2/3 of time C - Continuous more than 2/3 of time	me		
	 Simple Grasping – Right: Simple Grasping – Left: Push/Pull – Right: Push/Pull – Left: Fine Manipulation – Right: Fine Manipulation – Left: 	F (may use either hand) F (may use either hand) R (a door) R (a door) O - F (may use either hand) O - F (may use either hand)		
E.	During the course of performing the job, which of the following is required; how often and how long per day:			
	 Bend (at waist): Squat (at knees): Climb (ladder/stairs): Reach over Shoulder: Kneel: Crawl: Foot Controls: 	R-O R-O O (one flight within the headquarters) N/A R N/A R-O		
<u>Emplo</u>	yer Signature: Chief Pat DeSarno	Date:		
<u>Union</u>	Signature:	Date:		

Carmine Abraham, MS, CRC, LPC
Vocational Case Manager, PA Advocates Inc.

Signature:

Page 4: Inspector's Office/Aid:		
Physician's Signature:	Date:	
Dr.		
APPROVED:		
NOT APPROVED:		
Physician Comments:		

JOB DESCRIPTION

JOB TITLE:

Scranton Fire Department – Aid

Position:

Scranton Fire Department

Fire Department Aid

Name of Company:

Scranton Fire Department

Address of Position:

340 North Washington Avenue

Scranton, PA

Hours:

Regular platoon work schedule or regular office hours for

non-suppression

Telephone Number:

(570) 348-4132

Person to Contact:

Chief Patrick P. DeSarno

Exertion Level:

Light Work (Modified Duty- Temporary)

Job Description Summary:

*It is noted that this is a temporary position and can be modified to an individual's physical limitations. This is not a permanent position. The firefighters will follow the chain of command and report to the Assistant Chief.

The following are job duties and responsibilities of the Scranton Fire Department Aid:

- In the fire station, the aid will provide assistance to the Assistant Chief as it relates to clerical duties such as answering the telephone, completing reports regarding emergency situations, utilizing a computer to complete paperwork, and filing.
- In the fire station, the aid may be required to provide assistance to the Chief as it relates to clerical duties such as answering the telephone, completing reports regarding emergency situations, utilizing a computer to complete paperwork and filing. The aide may be required to provide assistance to other personnel within the headquarters. Tasks in which the aid may be required to provide assistance may include housekeeping duties such as cleaning tools, vacuuming floors, mopping and sweeping floors, cleaning bathrooms, assisting with apparatus readiness, and inventorying supplies after returning from an emergency. Supplies which will be inventoried include housekeeping supplies, hand tools, hoses, and fire equipment. These job duties are completed on each shift and as directed by the supervisor.
- * When performing modified duty, all employees will be required to attend mandatory updates in a classroom setting.

Page 2:

Scranton Fire Department Aid:

PHYSICAL DEMANDS OF JOB:

A. In a 24-hour day, the worker spends time in the following activity:

TOTAL AT ONE TIME:

It is noted: (Activity can be modified depending on physical capabilities. Activities will also vary depending if responding to an emergency situation)

1. SIT -

1 - 2 hours (may change positions as needed)

2. STAND-

2 hours (may change positions or will be provided with a break)

3. WALK-

2 hours (may change positions or will be provided with a break)

4. DRIVE -

10-15 minutes (when completing errands)

TOTAL DURING A 24-HOUR DAY:

It is noted: (Activity can be modified depending on physical capabilities and will vary depending if responding to an emergency situation)

1. SIT -

2 hours (may change positions as needed)

2. STAND -

4-6 hours (may change positions or will be provided with a

break)

3. WALK -

4-6 hours (may change positions or will be provided with a

break)

4. DRIVE -

1 hour (when completing errands)

B. The heaviest weight the employee lifts while sitting or standing in the same position is:

The weight would be approximately 30 pounds and would include, personal protective equipment to include a helmet, a coat, pants, shoes, gloves and a breathing apparatus. Other items would include cleaning supplies, fire equipment, house supplies, hand tools, a two way radio, and a clipboard.

Task being performed: Performing job duties, providing help to the Assistant Chief with clerical duties, and performing other activities within the headquarters.

C. The heaviest weight the employee carries while walking from place to place is:

The object being carried is: 30 pounds and would include the personal protective equipment.

Task being performed: While handling protective equipment and cleaning supplies.

Page : Scran	3: iton Fire Department Aid:	
D.	During the course of performing the Rate the Frequency in a 24-hour day	e job, which of the following is required:
	NP - Not Present R - Rarely less than 1/3 of the time O - Occasionally up to 1/3 of the tir F - Frequent up to 2/3 of time C - Continuous more than 2/3 of tir	me
	 Simple Grasping – Right: Simple Grasping – Left: Push/Pull – Right: Push/Pull – Left: Fine Manipulation – Right: Fine Manipulation – Left: 	F (may use either hand) F (may use either hand) R (a door) R (a door) O - F (may use either hand) O - F (may use either hand)
E. During the course of performing the job, which of the follow and how long per day:		e job, which of the following is required; how often,
	 Bend (at waist): Squat (at knees): Climb (ladder/stairs): Reach over Shoulder: Kneel: Crawl: Foot Controls: 	R-O R-O O (one flight within the headquarters) N/A R N/A R-O (when operating a company vehicle)
<u>Emplo</u>	yer Signature: Chief Pat DeSarno	Date:

Date:

Date:

Carmine Abraham, MS, CRC, LPC Vocational Case Manager, PA Advocates Inc.

Union Signature:

Signature:

Page 4: Scranton Fire Department Aid:			
Physician's Signature:	Date:		
Dr.			
APPROVED:			
NOT APPROVED:			
Physician Comments:			

JOB DESCRIPTION

JOB TITLE:

Scranton Fire Department – Office/Clerical/Pre-Planner

Position:

Scranton Fire Department

Office/Clerical Worker/Pre-Planner

Name of Company:

Scranton Fire Department

Address of Position:

340 North Washington Avenue

Scranton, PA

Hours:

Regular platoon work schedule or regular office hours for

non-suppression

24 hours, 7 am – 7 am

(Breaks: 2-10 minute breaks and $\frac{1}{2}$ lunch)

Telephone Number:

(570) 348-4132

Person to Contact:

Chief Patrick P. DeSarno

Exertion Level:

Light Work (Modified Duty - Temporary)

Job Description Summary:

*It is noted that this is a temporary position and can be modified to an individual's physical limitations. This is not a permanent position.

The following are job duties and responsibilities of the Scranton Fire Department – Clerical/Office/Pre-Planner:

- The job duties related to clerical and office work will be performed in an office environment. The employee would be stationed at a desk area containing an ergonomic chair, a computer, a keyboard, a mouse, and a telephone. The office is stationed on the second floor of the building. A ramp and elevator are available.
- In the office, the employee will perform clerical functions such as answering the telephone, directing telephone calls, taking and relaying messages to other members of the department, and filing. The employee will schedule fire prevention and fire drill activities. While performing the job duties, the employee will utilize a computer, a keyboard, and a mouse in order to enter information into the computer. The data entry does not need to be performed at a fast pace. The employee would review fire incident reports, modify reports, and enter missing information into the reports.

Page 2: Office/Clerical/Pre-Planner:

- The employee would assist fire inspectors in completing field work within City limits. The employee would be driving approximately 10 minutes to a location. The employee may perform this activity alone or with another worker. Preplanning is completed in order to document and describe the layout of a commercial building. This documentation assists firefighters in knowing the contents and layout of a building when fighting a fire. When completing the layout of a building, information is documented on forms utilized by the firefighters. Information documented on the forms would include the location of sprinkler systems, if there is a hatch on the roof of a building, where doors are located, where hazards are located, and other such information. The employee would sketch, measure, take photos, walk through doors and walk from room to room in order to document this information. As part of this process, there may be ladders or stairs to climb. If this task cannot be performed, another employee will accompany the employee in order to assist in completion of the pre-planning and to perform the climbing of stairs or ladders. The pre-planning is completed for both the inside and the outside of a building. Once the pre-planning is completed the employee would return to the office in order to update existing pre-plans or create a new pre-plan for a commercial building. The employee would scan the plans and photos into the computer and enter information obtained into the computer.
- * When performing modified duty, all employees will be required to attend mandatory updates in a classroom setting.

PHYSICAL DEMANDS OF JOB:

A. In a 24-hour day, the worker spends time in the following activity:

TOTAL AT ONE TIME:		It is noted: (Activity can be modified depending on physical capabilities. Changing positions would be allowed during the work shift.)
1.	SIT –	1 - 2 hours or may change positions as needed.
2.	STAND -	When performing office work, may stand as needed.
		When performing pre-planning, 1 -2 hours, however, may
		sit or take a break if needed.
3.	WALK –	When performing office work, 1 -2 hours, however, may
		sit or take a break if needed.
4.	DRIVE –	10-15 minutes (when traveling to complete pre-plans)

Page 3:

Office/Clerical/Pre-Planner:

TOTAL DURING A 24-HOUR DAY:

It is noted: (Activity can be modified depending on physical capabilities. Changing of positions would be allowed during the work shift.)

1. SIT - 8 hours or may change positions as needed.

2. STAND - When performing office work, may stand as needed.

When performing pre-planning, 2-4 hours, however, may

sit or take a break if needed.

3. WALK - When performing office work, may walk as needed.

When performing pre-plans, 2 - 4 hours, however, may

sit or take a break if needed.

4. DRIVE - 1 hour (when traveling to complete pre-plans)

B. The heaviest weight the employee lifts while sitting or standing in the same position is:

The weight would be less than 10 pounds and would include, pen or paper, a clipboard, paperwork, a telephone receiver, files, a tape measure and a camera.

Task being performed: Performing job duties, clerical work, and pre-planning.

C. The heaviest weight the employee carries while walking from place to place is:

The object being carried is: a clipboard, paperwork, a camera, a tape measure, and files.

Task being performed: clerical work and pre-planning.

D. During the course of performing the job, which of the following is required: Rate the Frequency in a 24-hour day.

NP - Not Present

R - Rarely less than 1/3 of the time

O - Occasionally up to 1/3 of the time

F - Frequent up to 2/3 of time

C - Continuous more than 2/3 of time

Simple Grasping – Right: F (may use either hand)
 Simple Grasping – Left: F (may use either hand)

3. Push/Pull – Right: R (a door)
4. Push/Pull – Left: R (a door)

5. Fine Manipulation – Right: O – F (may use either hand)
 6. Fine Manipulation – Left: O – F (may use either hand)

Page 4: Office/Clerical/Pre-Planner: E. During the course of performing the job, which of the following is required; how often, and how long per day: 1. Bend (at waist): R - O (can be accommodated) Squat (at knees): R - O (can be accommodated) 2. Climb (ladder/stairs): (can be accommodated) 3. R 4. Reach over Shoulder: N/A 5. Kneel: R (can be accommodated) 6. Crawl: N/A 7. Foot Controls: R - OEmployer Signature: Date: Chief Pat DeSarno Union Signature: Date: Signature: Date: Carmine Abraham, MS, CRC, LPC Vocational Case Manager, PA Advocates Inc. Physician's Signature: Date: Dr.

APPROVED:

NOT APPROVED:

Physician Comments:



DEPARTMENT OF LAW

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

November 8, 2018

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

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 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SCRANTON AND LOCAL UNION NO. 60 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

Respectfully,

Jessida L. Eskra, Esquire

City Solicitor

JLE/sl

RESOLUTION NO. ____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL LODGE 2462 AND THE CITY OF SCRANTON AND THE SCHOOL DISTRICT OF THE CITY OF SCRANTON REGARDING THE SINGLE TAX OFFICE COLLECTIVE BARGAINING AGREEMENT.

WHEREAS, accept as otherwise specifically provided by this Memorandum of Understanding (MOU), all terms and conditions of the parties' 2013-2017 Collective Bargaining Agreement shall remain in full force and affect for the duration of the successor Agreement provided by this Memorandum of Understanding; and

WHEREAS, the 2013-2017 Collective Bargaining Agreement shall be extended for a period of three (3) years, commencing on January 1, 2018 and terminating on December 31, 2020; and

WHEREAS, except as specifically provided herein, all modifications to the 2013-2017 Collective Bargaining Agreement shall become effective with the pay period next following the mutual ratification of this Memorandum of Understanding a copy of which is attached hereto as and incorporated herein by reference thereto as Exhibit "A".

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 Memorandum of Understanding between Local Lodge 2462 and the City of Scranton and the School District of the City of Scranton regarding the Single Tax Office Collective Bargaining Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto.

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.



DEPARTMENT OF HUMAN RESOURCES

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON. PENNSYLVANIA 18503 • PHONE: 570-348-4246 • FAX: 570-348-4202

MEMORANDUM OF UNDERSTANDING THE TAX COLLECTOR OF THE SCRANTON SINGLE TAX OFFICE ON BEHALF OF

THE CITY OF SCRANTON, THE SCHOOL DISTRICT OF THE CITY OF SCRANTON AND COUNTY OF LACKAWANNA

AND

LOCAL LODGE 2462 AFFILIATED WITH DISTRICT I OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO 2018 – 2020

1. UNAFFECTED PROVISIONS

Except as otherwise specifically provided by this Memorandum of Understanding, (MOU) all terms and conditions of the parties' 2013 – 2017 Collective Bargaining Agreement shall remain in full force and effect for the duration of the successor agreement provided by this Memorandum of Understanding.

2. EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT

The 2013 – 2017 Collective Bargaining Agreement shall be extended for a period of three (3) years, commencing on January 1, 2018 and terminating on December 31, 2020.

3. EFFECTIVE DATE OF MODIFICATIONS

Except as specifically provided herein, all modifications to the 2013 – 2017 Collective Bargaining Agreement shall become effective with the pay period next following the mutual ratification of this Memorandum of Understanding.

MUTUALLY AGREEABLE TERMS

1. Article XIII: SENIORITY, Section 7.8: All job openings in the Tax Office shall be bulletined. Such bulletins will be posted on the Tax Office bulletin boards for three (3) working days. The bulletins will state the number of jobs to be filled, the shift on which the work is to be done, the rates of pay for each job and the qualifications required to fill the position. Any employee bidding for more than one job shall indicate the order of preference on the bulletin signed. If the employee is the senior bidder for more than one job, the employee shall have the opportunity to qualify only for the job ranked highest in the employee's preference. The qualified bidder

with the highest seniority shall be selected to fill the job for a trial period of not less than ten (10) working days. All transfers as a result of this trial shall be temporary until satisfactory completion of the trial period involved. At the conclusion of the trial period, the employee's performance during the trial period will be reviewed by a committee comprised of union members and Tax Office management.

2. Article XVIII SICK LEAVE & LEAVE OF ABSENCE: Section 1: Sick leave – twelve (12) days – however, it will accumulate at the rate of one (1) day per month, per year. This will constantly accumulate. If no days are taken off, employees may accumulate up to a maximum number of one hundred twenty-eight (128) working days.

Any employee who is off work as a result of any illness or injury for more than three consecutive days or who exhibits sick leave abuse shall be required to furnish a doctor's certificate concerning the illness or injury. In addition, the Employer may, at its discretion, order an evaluation of the employee's condition by medical personnel of the Employer's choosing at the Employer's expense. However, if any employee does come down with a serious illness (with proof) during the current year, the Employer shall waive these rules and protect the employee for up to forty- five (45) working days.

It is further acknowledged that when an employee shall request a leave of absence pursuant to Article XVIII, Section 2 that it is not a prerequisite that the employee use up all personal and vacation days.

Any employee, who has accumulated sick leave as of the date of his/her retirement, will be paid their daily rate for the first 30 days accumulated. In addition, for time accumulated beyond 30 days and up to 120 days, (i.e. day 31 through and including day 120), employees shall be paid twenty-five dollars (\$25.00) per day to a maximum of two thousand two hundred fifty dollars (\$2,250).

3. Article XX: DEATH IN FAMILY: In the case of the death of a member of the immediate family of an employee, the Employer, will protect such employee against loss of his wages on his regular job for up to four (4) scheduled work days lost because of such death, during the period beginning with the date of death and ending within ten (10) days after the date of burial. Immediate family shall be defined as: wife, husband, child, step-child, mother, father, step-mother, step-father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, step-mother-in-law, step-father-in-law, brother-in-law, sister-in-law, aunt and uncle.

4. Article XXII INSURANCE, Section 1.B.2: During calendar years 2018 through 2020, the employees of this bargaining unit shall pay the following payroll deductions:

COVERAGE	2018	2019	2020
SINGLE	\$1,248	\$1,248	\$1,248
PARENT + CHILD	\$1,378	\$1,378	\$1,378
PARENT + CHILDREN	\$1,456	\$1,456	\$1,456
HUSBAND + WIFE	\$1,508	\$1,508	\$1,508
FAMILY	\$1,638	\$1,638	\$1,638

- 5. APPENDIX A: The Drug and Alcohol Policy attached hereto as Exhibit A is adopted.
- 6. Article XXIII: Wages & Classifications: There will be no base wage increase for 2018. Annually, for the duration of this agreement, beginning on or before October 31, 2018 all parties to this agreement will re-open the discussion of wage increases.
- 7. Article XXII INSURANCE, Section 1.A: The present term life insurance policy provided for bargaining unit employees shall be \$50,000. Any employee who retires in accordance with the provisions of the City of Scranton Municipal Pension Fund during the term of this Agreement shall be covered by a \$10,000 life insurance policy.
- **8.** A one-time \$750 bonus payable by the City of Scranton within 30 days of ratification to each bargaining unit member.

It is specifically understood that the signatures below indicate a tentative agreement to the provisions set forth in this document pending approval of the Scranton School Board and Scranton City Council.

BUSINESS AGENT, IAMAW LOCAL 2462	TAX COLLECTOR, SCRANTON SINGLE TAX OFFICE	
SOLICITOR, SCRANTON SCHOOL DISTRICT	LABOR COUNSEL, CITY OF SCRANTON	

THE TAX COLLECTOR OF THE SCRANTON SINGLE TAX OFFICE ON BEHALF OF

THE CITY OF SCRANTON, THE SCHOOL DISTRICT OF THE CITY OF SCRANTON AND COUNTY OF LACKAWANNA AND

LOCAL LODGE 2462 AFFILIATED WITH DISTRICT I OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO

Purpose:

The use of illegal drugs and abuse of other controlled substances, on working hours or off, is inconsistent with the law abiding behavior expected of all citizens. A condition of employment for each employee is to refrain from reporting to work or working with the presence of illegal or illicit drugs or alcohol in his or her body. The unlawful manufacture, distribution, dispensing, possession or use of controlled substances in the workplace is strictly prohibited. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost, delay and risk in conducting City business. Ultimately, they threaten the ability of the City to accomplish its responsibilities to the citizens of the City of Scranton.

In addition, employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees.

Finally, the City is subject to the Drug-Free Workplace Act of 1988, this law requires the City to certify that it has instituted a program to achieve a drug-free workforce.

The City is interested in the welfare of its employees and the ability of those employees to serve the citizens of the City of Scranton and is therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs.

Policy:

Possessing, using, distributing, or being under the influence of prohibited drugs is cause for disciplinary action, up to and including termination of employment. Unauthorized use or possession of alcohol, or being under the influence of alcohol while on the job or on the City's property, may be cause for disciplinary action up to and including termination of employment. Recognizing that substance abuse is an illness, it is the City's policy to prevent and rehabilitate rather than terminate the employment of workers who are drug abusers. No employee who has not been determined to be in violation of this Policy shall be discharged for substance use without first having been offered the

Exhibit A

opportunity to discontinue use either through personal choice or by treatment for chemical dependency if such treatment is needed.

Definitions:

- A. <u>"Under the influence"</u> is defined as the presence of alcohol or drugs in a person's system at a level prohibited by the City as indicated by the cut off chart listed below. Prohibited drugs include, but are not limited to marijuana, hashish, heroin, cocaine, hallucinogens, "designer" or generic drugs, depressants, stimulants, and any other controlled substance not prescribed for current treatment by a licensed physician.
- **B.** <u>Alcohol</u> is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how it is packaged or in what form the alcohol is stored, utilized or found.
- C. Drug means both alcohol and illicit drugs.
- **D.** <u>Drug Test</u> means any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites.
- E. <u>Employee Assistance Program</u> is an established program for employee assessment, counseling and possible referral to an alcohol and/or drug rehabilitation program.
- **F.** <u>Illicit Drugs</u> includes drugs that are listed on Schedules I though V of the Pennsylvania Crimes Code Title 35, Section 780-104, Schedules of controlled substances which are not legal, drugs which are legal but not legally obtained, or drugs used in a manner or for a purpose which is not legal or prescribed. The use of prescribed drugs or over the counter drugs that may adversely affect performance or behavior must be reported by the individual to his or her supervisor upon reporting for duty. Abuse of over the counter or prescribed drugs is prohibited. The supervisor will keep this information confidential, only advising the City on a strict need to know basis. Any violation of this confidentiality shall automatically void the value of any test then in process or completed.
- G. <u>Medical Review Officer (MRO)</u> is a licensed physician responsible for receiving and reviewing laboratory drug test results. The MRO assesses and determines whether an alternate medical or other acceptable explanation can account for a confirmed positive test result.
- **H.** <u>Prescription</u> means an order for a controlled substance, other drug or device for medication which is dispensed to or for an ultimate user and also includes an order for a controlled substance, other drug or device for medication which is

Exhibit A

dispensed for immediate administration to the ultimate user (e.g., an order to dispense a drug to a bed patient for immediate administration in a hospital is not a prescription order).

- I. <u>Verified Positive Test</u> is certification by the MRO that the properly processed specimen tested positive for one or more of the targeted drugs, for which there was no presentation of legitimate medical explanation.
- **J.** <u>Split Sampling</u> is the collection of a single specimen of urine than is then divided into a primary specimen and a split specimen. If an employee's test results are positive, the employee has an opportunity to have the second sample sent to a different (pre-determined) certified laboratory for the testing of the identified drug(s).

Guidelines:

- 1. All employees will be fully informed of the Employer's "for cause" drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. Employees and supervisors will be trained to recognize the symptoms of drug abuse, impairment, and intoxication. In addition, all employees shall be provided with a copy of the Employer's Drug and Alcohol Abuse Policy. No employee shall be tested for cause until this information is provided to him/her.
- 2. The City reserves the right to conduct searches for drugs or alcohol on the City's property. Employees are expected to cooperate in the conducting of such searches. Searches will be conducted only when there is reasonable ground to believe that the employee is in violation of this policy. Items which may be searched will include City vehicles, desks, lockers, tool boxes or other City-owned objects that might conceal alcohol or drugs. A union representative must be present while a search is being conducted.
- 3. Employees will be tested for alcohol or drug metabolites when a reasonable suspicion exists that the employee is under the influence of drugs and/or alcohol. The term "reasonable suspicion" shall, for the purposes of this policy and section, be defined as follows:
 - A. Aberrant or unusual on-duty behavior of an individual employee which:
 - Is observed on-duty by the employee's immediate supervisor or another employee, and confirmed by the observation of another managerial employee trained to recognize the symptoms of drug abuse, impairment or intoxication
 - Is observed by other employees or persons but cannot be immediately confirmed by another managerial employee. In this case, the personnel director shall investigate

the reports. The investigation will include an interview with the employee and witnesses and all observations will be documented in writing, by the observers

- Is the type of behavior that is a recognized and accepted symptom of intoxication of impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances, and
- Is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of declared prescription drugs or over the counter medications, reaction to noxious fumes or smoke, etc.)
 - B. A drug and/or alcohol examination shall be administered:
 - a. An on-duty industrial or traffic accident if there is reasonable evidence that employee negligence was the cause.
 - b. As part of regular physical examinations
- 4. Random testing will be conducted once per month. Employees to be tested will be drawn by a third party on a monthly basis and tested. At least one of the employees will also be tested for alcohol. The time and date of the drug testing will be done at the discretion of the Human Resources Director during working hours manpower permitting and the testing notices will be held by the Human Resources Director until the testing date. The Human Resources Director will notify the Tax Collector on that date of the name of the employees to be tested.
- 5. Employees who are off work on long term sick or injured status shall temporarily be removed from the pool. Otherwise, an employee shall not be permitted to utilize any leave once advised that a random or scheduled drug test will be administered.
- 6. Positive BAT (Breath Alcohol Test) may be verified by a blood alcohol test at the request of the employee at the employee's expense. If the test is negative the employee will be reimbursed for his/her costs.
- 7. No for cause or reasonable suspicion drug testing may be conducted without written approval of the personnel manager or designee. The personnel manager must document in writing who is to be tested and why the test was ordered, i.e. random or reasonable suspicion, including the specific objective facts constituting reasonable suspicion leading to the test being ordered, and the names of any source(s) of all of this information. One copy of this document shall be given to the employee before he/she is required to be tested and one copy shall be provided to the union immediately. After being given a copy of the document, the affected employee shall be allowed enough time to be able to read and understand the entire document. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed and no discipline shall be levied against the employee.

- 8. Once "reasonable suspicion" has been established, and then by written order signed by the personnel manager, the employee may be ordered to submit to alcohol and drug testing in accordance with the procedure set forth below.
- 9. Refusal to submit to testing after being ordered to do so or failing to immediately and fully cooperate in the testing process shall be considered to be a positive drug or alcohol test result and shall result in the same disciplinary action as a positive test result.

Testing Procedures:

The following procedures shall apply to breath, blood, hair and urine tests administered to employees:

1. The City may request breath, urine, hair and blood samples. Breath, urine, hair and blood specimens shall be drawn or collected at a laboratory, hospital, doctor's office, or medical facility certified by the National Institute for Drug Abuse. The employee shall obtain their own means of transportation to the testing site. A union representative or the designee shall be permitted to accompany the specimen from the site where it is collected to the laboratory. An on duty union representative or their designee shall be permitted to accompany the employee, manpower permitting, to observe the collection, bottling, and sealing of the specimen. No employee of the City shall draw blood from an employee. The employee shall not be observed when the urine specimen is given; however, appropriate procedures shall be enforced to ensure the validity of the procedure. All specimen containers and vials shall be sealed with evidence tape and labeled in the employee the union representative. presence of the and

2. DRUG TESTING CUT-OFF LEVELS

- A. These listings represent the screening and confirmatory test cut-off levels of the City.
- B. The City may change the test cut-off levels, and add or delete drugs to be screened, as changes in technology or other considerations warrant identification of these, or other substances at other concentrations. The City will provide notification of any change in test cut-off levels.

Cut-off levels (urine)	Emit screen	GC/MS screen
THC/Marijuana Metabolites	20 NG/ML	15 NG/ML
Cocaine/Metabolites	150 NG/ML	100 NG/ML
Opiates/Metabolites	2000 NG/ML	2000 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Amphetamine/Methamphetamine	500 NG/ML	250 NG/ML
Barbiturate	300 NG/ML	300 NG/ML
Benzodiazephine/Metabolites	300 NG/ML	300 NG/ML

Exhibit A

Methaqualone	300 NG/ML	300 NG/ML
Methadone	300 NG/ML	300 NG/ML
d-Propoxyphene	300 NG/ML	300 NG/ML
MDMA	500 NG.ML	250 NG/ML

Cut-off levels (hair)	Screening	GC/MS	Reconfirmation Test
Cocaine Opiates PCP Amphetamine Marijuana	5ng/10mg	5ng/10mg	Limit of Detection
	3ng/10mg	3ng/10mg	Limit of Detection
	3ng/10mg	3ng/10mg	Limit of Detection
	5ng/10mg	5ng/10mg	Limit of Detection
	0.01ng/10mg	0.003ng/10mg	Limit of Detection

All reconfirmation tests for hair and urine will be a limit of detection test. Limit of detection is defined as the lowest concentration at which the laboratory can identify a substance.

- C. Since the controlled substances listed above were not meant to be all inclusive of the drugs subject to abuse, the City reserves the right (e.g., in reasonable suspicion/cause) to perform analysis for additional controlled substances (e.g., steroids). Appropriate forensic analytical techniques, (e.g., gas chromatography/mass spectrometry) will be used to detect, identify and measure (to the limit of quantization) such illicit agents or prescription-only mediations.
 - D. Cut-off levels for drugs not listed above will be at the limit of quantization.

Levels which are below those above shall be determined as negative indications and shall be so reported.

- 3. Any sample which has been altered or is shown to be a substance other than urine shall be reported as such.
- 4. At the time the breath, urine, hair specimens or blood samples are collected, two samples shall be taken and a third if requested by the union or employee. Two samples will be sent to the laboratory to be tested at the employer's expense. In order to be considered positive, the sample must show positive results on the Gas Chromatography/Mass Spectrometry confirmatory test. The third sample or specimen shall be collected in a separate container and shall be sealed in the presence of a City and a union witness with evidence tape which shall be signed by both witnesses. This third sample can be tested at a NIDA certified laboratory selected by the union. The cost of testing the third sample shall be borne by the employee. The employee is not permitted to take physical possession of the third sample.
- 5. If the results of the tests administered by the employer on the sample shows that the employee while on-duty was under the influence of alcohol or smoked, ingested, inhaled or injected non-prescribed narcotics, marijuana, cocaine, PCP, or non-prescribed

amphetamines or barbiturates, appropriate discipline may be imposed by the employer after the following procedure has been followed.

- 6. The employee and the union shall be presented with a copy of the laboratory report of the specimen before any discipline is imposed. The union and the employee shall then have seventy-two (72) hours to present to the City any different results from the test of the third sample conducted by a laboratory selected by the union; however, the failure of the union or employee to have the third test performed or to present the results to the City shall not be used against the employee as a basis for discipline or in any arbitration proceeding. If the union or employee chooses not to have the third samples tested, then they cannot challenge the accuracy of the results.
- 7. After considering the results of the third test performed for the union, if presented, the City may invoke disciplinary action. Any discipline imposed for the first offense and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the employer and the employee, the base cost of which shall be covered by the employer's group health insurance, if applicable, as any other illness.
- 8. If the employee successfully completes such a program and is not again disciplined for alcohol abuse for twenty-four (24) months following the initial charge or for drug abuse for the balance of the employee's career, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.
- 9. Rehabilitation itself is the sole responsibility of the employee. Any employee seeking medical attention for alcoholism or drug addiction will be entitled to benefits under the City's group medical insurance plan on the same basis and with the same restrictions and limits as for other illnesses. Employees who are privately seeking treatment for drugs or alcohol and who come up positive on a random drug test shall be treated the same as any other employee. Previous treatment shall not be held against them; it may in fact, be to their benefit if they voluntarily release that information. For employees enrolled in a formal treatment program, the City will grant rehabilitation leave on the following basis:
 - a. utilization of all earned and accumulated sick leave
 - b. leave without pay status during the period of rehabilitation and the period prior to recall.

The employee must provide the City with written authorization consenting to the release of information from the rehabilitation program indicating whether or not the employee has successfully completed the initial program and with bi-weekly certification that he/she is continuously enrolled in a treatment program and actively participating in the program.

Exhibit A

If an employee chooses not to enter a substance abuse treatment program or fails to complete the program, then the discipline is immediately imposed.

A second positive drug result in the employee's career or a second offense for alcohol abuse in a twenty-four (24) month period shall be considered cause for termination of the employee.

Confidentiality:

- 1. Employees who seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance. If an employee should admit to a substance abuse issue before being directed to submit to a testing procedure provided in this policy, the admission shall be entirely confidential and shall never be utilized in any fashion against the employee. If the employee should require time from employment to engage in inpatient rehabilitation or out patient counseling, the City shall make every reasonable effort to accommodate the employee with the use of accrued paid leave, if any, and then an unpaid leave of absence. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees without the employee's consent and to management personnel only on a "need to know" basis. Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
- 2. Results of urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law.

Federal Drug Free Workplace Act of 1988

In conformity with the Federal Drug Free Workplace Act of 1988, the following are additions to the City's Drug and Alcohol Program to affect any City employees receiving, distributing, monitoring or being paid or subsidized with federal funding.

- A. As a condition of employment, an employee will notify the City in writing on his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- B. Notification of the Federal agency in writing within ten calendar days after receiving a notice of the above type from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.



DEPARTMENT OF HUMAN RESOURCES

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MEMORANDUM OF UNDERSTANDING THE TAX COLLECTOR OF THE SCRANTON SINGLE TAX OFFICE ON BEHALF OF

THE CITY OF SCRANTON, THE SCHOOL DISTRICT OF THE CITY OF SCRANTON
AND COUNTY OF LACKAWANNA

AND

LOCAL LODGE 2462 AFFILIATED WITH DISTRICT I OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO

2018 – 2020

1. Unaffected provisions

Except as otherwise specifically provided by this Memorandum of Understanding, (MOU) all terms and conditions of the parties' 2013 ~ 2017 Collective Bargaining Agreement shall remain in full force and effect for the duration of the successor agreement provided by this Memorandum of Understanding.

2. EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT

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accumulate. If no days are taken off, employees may accumulate up to a maximum number of
one hundred twenty-eight (128) working days.

Any employee who is off work as a result of any illness or injury for more than three consecutive days or who exhibits sick leave abuse shall be required to furnish a doctor's certificate concerning the illness or injury. In addition, the Employer may, at its discretion, order an evaluation of the employee's condition by medical personnel of the Employer's choosing at the Employer's expense. However, if any employee does come down with a serious illness (with proof) during the current year, the Employer shall waive these rules and protect the employee for up to forty. [ive [45] working days.

It is further acknowledged that when an employee shall request a leave of absence pursuant to Article XVIII, Section 2 that it is not a prerequisite that the employee use up all personal and vacation days.

Any employee, who has accumulated sick leave as of the date of his/her retirement, will be paid their daily rate for the first 30 days accumulated. In addition, for time accumulated beyond 30 days and up to 120 days, (i.e. day 31 through and including day 120), employees shall be paid twenty-five dollars (\$25.00) per day to a maximum of two thousand two hundred fifty dollars (\$2,250).

3. Article XX: DEATH IN FAMILY: In the case of the death of a member of the immediate family of an employee, the Employer, will protect such employee against loss of his wages on his regular job for up to four (4) scheduled work days lost because of such death, during the period beginning with the date of death and ending within ten (10) days after the date of burial. Immediate family shall be defined as: wife, husband, child, step-child, mother, father, step-mother, step-father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, step-mother-in-law, step-father-in-law, brother-in-law, sister-in-law, aunt and uncle.

4. Article XXII INSURANCE, Section 1.8.2: Ouring calendar years 2018 through 2020, the employees of this bargaining unit shall pay the following payroll deductions:

COVERAGE	2018	2019	2020
SINGLE	\$1,248	\$1,248	\$1,248
PARENT + CHILD	\$1,378	\$1,378	\$1,378
PARENT + CHILDREN	\$1,455	\$1,456	\$1,456
HUSBAND + WIFE	\$1,508	\$1,508	\$1,508
FAMILY	\$1,638	\$1,63\$	\$1,638

- 5. APPENDIX A: The Drug and Alcohol Policy attached hereto'as Exhibit A is adopted.
- 6. Article XXIII: Wagos & Classifications: There will be no base wage increase for 2018. Annually, for the duration of this agreement, beginning on or before October 31, 2018 all parties to this agreement will re-open the discussion of wago increases.
- 7. Article XXII INSURANCE, Section 1.A: The present term life insurance policy provided for bargaining unit employees shall be \$50,000. Any employee who retires in accordance with the provisions of the City of Scranton Municipal Pension Fund during the term of this Agreement shall be covered by a \$10,000 life insurance policy.
- 8. A one-time \$750 bonus payable by the City of Scranton within 30 days of ratification to each bargaining unit member.

It is specifically understood that the signatures below indicate a tentative agreement to the provisions set forth in this document pending approval of the Scranton School Board and Scranton City Council.

BUSINESS ABENT TAXABILLOCAL THE

TAV CALLECTOR CCRANTON CONCIL TAV ARCICE

SOMETOR, SEKANTON SCHOOL DISTRICT

LABOR COUNSEL, CITY OF SCRANTON



DEPARTMENT OF LAW

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

November 8, 2018

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED NOV 0 9 2018

> OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RSOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL LODGE 2462 AND THE CITY OF SCRANTON AND THE SCHOOL DISTRICT OF THE CITY OF SCRANTON REGARDING THE SINGLE TAX OFFICE COLLECTIVE BARGAINING AGREEMENT.

Respectfully,

Jessica L. Eskra, Esquire

JLE/sl

RESOLUTION	NO.

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO.150.45 IN AN AMOUNT NOT TO EXCEED \$140,000.00 TO RIZZO-FRYZEL DENTAL GROUP, PLLC, DBA (ELECTRIC CITY DENTISTRY) TO ASSIST AN ELIGIBLE PROJECT.

WHEREAS, the City of Scranton Office of Economic and Community Development has available Program funds for Project No.150.45, from the City of Scranton's Business and Industry Loan/Grant Program which funds were transferred into this program from the Community Development Block Grant (CDBG Program), to assist a business within the City of Scranton for the purpose of creating 8 new full time jobs for low and moderate income persons; and

WHEREAS, the City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.45, from the City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$140,000.00 to be used for the purchase of equipment to assist in the operations of the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry business to be located at 300 Lackawanna Avenue, Unit 107, Scranton, PA 18503, in order to expand its operations at said location; and

WHEREAS, the Loan will convert to a Grant if Rizzo-Fryzel Dental Group, PLLC, dba

Electric City Dentistry, fulfills the job creation requirements contained in the Loan to Grant

Agreement, and

WHEREAS, this loan furthers the plan to revitalize Scranton.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan to Grant Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, and to disburse the loan funds from Project No. 150.45, City of Scranton's Business and Industry Loan/Grant Program in an amount not to exceed \$140,000.00 to Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry, a Pennsylvania corporation with a principal place of business located at 300 Lackawanna Avenue, Unit 107, Scranton, PA 18503.

<u>SECTION 1</u>. A disbursement of these funds is conditioned upon full execution of the attached Loan Agreement.

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

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

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



November 1, 2018

Jessica Eskar, Esquire City Solicitor 340 North Washington Avenue Scranton, Pennsylvania 18503

Re:

Rizzo-Fryzel Dental Group, PLLC dba "Electric City Dentistry" OECD / \$140,000.00 Project # 150.45

Dear Atty. Eskar:

Attached please find the "Draft" Resolution along with copies of the loan to grant documents to provide an Economic Development Loan to Grant to the (Rizzo-Fryzel Dental Group, PLLC, dba "Electric City Dentistry") in the amount of \$140,000.00.

This office would appreciate your review of this Resolution in order for this to pass City Council. If you have any questions regarding this project, please contact Tom Preambo at Tpreambo@scrantonpa.gov or 570/348-4216.

Sincerely,

Linda B. Aebli Executive Director

nda B. aebli

lba/tp

cc:

Mr. Tom Preambo, Deputy Director, OECD Atty. Sean Gallagher, Solicitor, OECD

LOAN TO GRANT AGREEMENT UNDER

BUSINESS AND INDUSTRY LOAN GRANT PROGRAM OF THE CITY OF SCRANTON BETWEEN THE CITY OF SCRANTON AND

RIZZO-FRYZEL DENTAL GROUP, PLLC (DBA ELECTRIC CITY DENTISTRY)

This loan To Grant Agreement is entered into as of the ______ day of ______, 2019, by and between THE CITY OF SCRANTON (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 North Washington Avenue, Scranton, Pennsylvania 18503, and Rizzo-Fryzel Dental Group, PLLC, (dba Electric City Dentistry) a professional corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 1830 N. Main Avenue, Scranton, PA 18508 (hereinafter referred to as the "Borrower").

WITNESSETH

WHEREAS, the Borrower seeks to expand services in the property located at, 300 Lackawanna Avenue, Unit 107, Scranton, PA 18503 (the "Property") for commercial uses (such Property also referred to herein as the "Project Site"); and

WHEREAS, the Borrower is seeking to use the Loan for acquisition of equipment, to assist with providing dental services at the Property for a professional dental practice at the Project Site; and

WHEREAS, the Borrower requests financing at lower than conventional rates in order to create a viable business within the City; and

WHEREAS, the Project (as hereinafter defined) will result in the creation of new jobs at the Project Site and the revitalization of the Property for use as a commercial business; and

WHEREAS, the Borrower has made application to the City (the "Application") for a loan/grant under the program known as the Business and Industry Loan/Grant in the amount of One Hundred Forty Thousand Dollars (\$140,000.00); and

WHEREAS, City herein agrees to provide financing under the Business and Industry Loan/Grant Program by making a loan to grant to the Borrower in the amount of One Hundred Forty Thousand Dollars (\$140,000.00); (hereinafter referred to as the "Loan" and/or "Grant"); and

WHEREAS, there are funds available from the (HUD) Community Development Block Grant Entitlement Program to make such a loan; and

WHEREAS, the parties wish to herein provide for terms and conditions of repayment of the Loan and conversion of the loan to a grant and designate the uses to which the Loan/Grant proceeds may be applied.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

1. <u>INCORPORATION OF RECITALS AND EXHIBITS AND ACKNOWLEDGMENT OF RECEIPT AND REGULATIONS.</u>

The foregoing recitals and all attachments and exhibits, if any, attached to this Loan Agreement are incorporated by reference into and made a part of this Loan Agreement. The Borrower acknowledges knowledge of and understanding of all applicable regulations and laws concerning its borrowing of funds from the Community Development Block Grant Program and agrees to comply with all such applicable regulations and laws, including, but not limited to, those contained in 24 CFR Part 570. The Borrower acknowledges receipt of a copy of the Community Development Block Grant Entitlement Grant Regulations contained in 24 CFR Part 570, and agrees to comply with all said regulations set forth therein applicable to the Borrower.

2. DESCRIPTION OF PROJECT.

The Loan proceeds will be used by the Borrower only for the acquisition of equipment, for the operation of the Borrower's business located within the Project Site (hereinafter referred to as the "Project"). The Loan proceeds cannot be used for any other purpose without the prior written consent of the City's Office of Community and Economic Development.

3. LOAN TO GRANT

a) <u>Community Development Block Grant Program Loan</u>. The City shall make the Loan to the Borrower in the amount of One Hundred Forty Thousand Dollars (\$140,000.00), with interest at the fixed rate of two and one half per cent (2.5%) per annum, which shall be advanced to Borrower

as specified in this Loan Agreement. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full on or prior to one hundred twenty-six (126) months after the Closing Date. The Loan shall not accrue interest during the first **Six** months after the Closing Date.

- b) <u>Community Development Block Grant Program Loan to Grant.</u> If Borrower fulfills all of its obligations contained in Section 4 hereof within **six (6)** months of the Closing Date, then all accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant and Borrower shall have no further obligation to repay any funds to the City for the Loan.
- b) Availability of Community Development Block Grant Loan. The City has, by Notice of Award of Loan/Grant, and passage of Resolution No. ___of 2018 on the ___ day of ___, 2018, approved making the Loan to the Borrower. (Resolution as **Exhibit "B"** insert after approval
- Terms for Repayment of Community Development Block Grant Loan. The Loan shall be evidenced by the Borrower's Promissory Note (the "Note"), dated as of Closing Date, in the principal amount of One Hundred Forty Thousand Dollars (\$140,000.00), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 4 hereof and the Loan is not converted to a Grant, then Six (6) Months after the Closing Date, the Borrower shall make its initial loan payment of One Thousand Three Hundred and Nineteen Dollars and Seventy Eight Cents (\$1,319.78), and thereafter on the same day of each subsequent month, for a total of one hundred and twenty (120) months, the Borrower shall pay One Thousand Three Hundred and Nineteen Dollars and Seventy Eight Cents (\$1,319.78) month. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full by Borrower on or prior to one hundred twenty-six (126) months after the execution of the Loan Agreement. There shall be no penalty for prepayment of the principal balance of the Loan.
- d) <u>Disbursement of Proceeds</u>. The proceeds of the Loan shall be disbursed at Closing, to or for the benefit of the Borrower, and as directed by the Borrower.

4. <u>HIRING COMMITMENTS</u>.

(a) <u>Creation of New Jobs</u>: As an absolute condition of the Loan/Grant, Borrower agrees to create, within **six** (6) months from the date of this Loan Agreement, at least Four (4) new, full-time equivalent, permanent employment positions at the Project Site as a direct result of the Project financed by the Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement as ATTACHMENT "A", the terms of which are incorporated herein by reference, as though more specifically set forth herein at length. Borrower agrees to ensure that at least fifty-one (51%) percent of the positions described in the ATTACHMENT "A" will be held by or made available to low and moderate income persons as defined in 24 CFR 570.3.

Borrower agrees to promptly collect from its employees and prospective employees the reasonable and necessary data required by HUD for the City's Office of Economic and Community Development to monitor and verify compliance with the job creation requirement. Borrower shall turn such data over to City's Office of Economic and Community Development in a timely manner.

(b) Hiring Verification Procedure.

Contemporaneously with the execution of this Agreement, Borrowers will provide City with a certified statement which itemizes the names, positions and non-overtime hours actually worked by each of its direct employees during the pay period immediately proceeding the date of execution of this Agreement.

(c) Hiring Commitment Fulfillment.

City shall consider Borrower to have fulfilled the hiring commitment if the Borrower reports quarterly, beginning with the date of this Loan Agreement, to the City any new positions created within the **Six (6)** month time period and the Borrower has presented to City a sworn statement which itemizes the positions created.

(d) <u>Penalties for Failure to Meet Hiring Commitments.</u>

If, upon **Six (6)** months following the closing date, Borrower shall have failed to fulfill the job creation requirements described in this Section, City at its option may do any or all of the following:

- (i) Declare the Borrower in default and demand a repayment of the principal amount of the Loans equal to the entire balance outstanding on the Loan within thirty (30) days from the date of demand;
- (ii) Require Borrower to pay within thirty (30) days of demand to City any penalty or recapture levied upon City by HUD which is based upon Borrower's failure to fulfill the hiring commitments.

(e) Sustained Operations and Employment

Borrower, as a condition of this Loan to Grant must remain Open for Business and remain Operational for a period of Sixty (60) consecutive months after the Closing. Open for Business and Operational shall mean Borrower shall be open for business at least 5 days per week, 10 hours per day, except time closed for vacation of one (1) week per calendar year or closure due to act of God, fire, or a taking by a Governmental authority.

- 5. <u>DATE OF CLOSING</u>. The closing of the Loan shall take place at the offices of Economic and Community Development for the City of Scranton, 340 N. Washington Avenue, Scranton, PA, 18503, after the passage of Resolution No. ___ of 2018 and the Mayor and other appropriate City Officials signing the Resolution (the "Closing Date").
- 6. <u>SECURITY</u>. The Loan shall be secured, and repayment guaranteed, by the following:
- a) the Note;
- b) a Security Agreement and UCC Financing Statement to the City granting a lien on the following Collateral: all equipment of the Borrower; and
- c) the absolute, unconditional and irrevocable personal guaranties of the Loan by Mary Grace Rizzo-Fryzel and David Fryzel, her Husband ("Guaranty") in a form satisfactory to the City.

- 7. <u>CONDITIONS.</u> Funding of the Loan will be subject to the Borrower fulfilling the following conditions to the reasonable satisfaction of the City:
- a) Execution and delivery by the Borrower of the Loan Agreement, Note, Security Agreement, as well as such additional documents, as the CITY may reasonably require (collectively, the "Loan Documents");
- b) The Borrower shall deliver to the CITY at Closing an opinion of its counsel, in form reasonably acceptable to the CITY as to good standing, authorization, the perfection of the CITY's lien in any real or personal property with respect to which the CITY is given a security interest or mortgage, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigation, and, except as previously disclosed herein, compliance with all existing material agreements and such other matters as the CITY may reasonably require; and
- c) Execution and delivery of the aforementioned personal guaranties of the Loan by Mary Grace Rizzo-Fryzel and David Fryzel, her Husband.

The parties hereto acknowledge that funds cannot be disbursed until completion by the City of all requirements necessary for the City to make the Loan have been satisfied.

- 8. <u>COVENANTS</u>. The Borrower covenants and agrees with the City that so long as any portion of the Loan remains outstanding and unpaid the Borrower shall:
- a) pay promptly when due all installments of principal and interest due at the time and in the manner specified in the Note and pay all other sums of every nature and kind comprising part of the Loan in the manner and at the times required by this Loan Agreement and the Note.
- b) keep, perform, and comply with all covenants, terms, and conditions of this Loan Agreement;
- c) maintain the Property at the Project Site in good order and condition, make, or cause to be made, all repairs, replacements and renewals necessary for the proper maintenance and operation of the same, and permit authorized representatives of the City to inspect the same at reasonable times in the presence of authorized representatives of the Borrower, and upon providing reasonable prior notice to the Borrower;

- d) maintain with respect to the Property, property insurance, and with respect to the Project Site, public liability insurance and flood insurance (if necessary), and such other types of insurance that the CITY may reasonably require, with insurance companies reasonably satisfactory to the CITY and in such amounts and against such risks as are customarily insured by similar entities, all to the reasonable satisfaction of the CITY; keep all insurance in full force and effect and pay all premiums therefore and deliver copies of certificates of insurance to the CITY with the interest of the CITY in all insured property covered under a standard mortgagee clause or a loss payable clause, as appropriate, the policies in all cases to provide for not less than ten days prior written notice to the CITY of any intended cancellation;
- e) act prudently and in accordance with customary industry standards in managing and operating the Project;
- f.) pay, or cause to be paid, promptly when due all real estate taxes, sewer rentals, utilities and other municipal assessments, rentals, and charges of every nature and kind at any time levied and imposed on the Property, as well as all debts, obligations, and claims of every nature and kind which, if unpaid, might or could become a lien or charge upon the Property, unless the validity thereof is being contested in good faith by the Borrower by appropriate proceedings diligently conducted to the reasonable satisfaction of the City and the Borrower's liability is covered by escrows or reserves that the City shall reasonably deem adequate;
- g) furnish to the CITY, within a reasonable time, upon request, after the end of each of the Borrower's fiscal years, financial statements of the Borrower prepared at a minimum, on a compilation basis, by certified public accountants acceptable to the CITY, certified to be correct;
- h) furnish all additional information with respect to the Borrower that the CITY may from time to time reasonably request. Borrower hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the CITY copies of audit reports of the Borrower made by any of them;
- i) promptly give written notice to the CITY of any material damage to the Property as well as written notice of the revocation or termination of any material franchise, license, permit or other authorization required for the operation of the Project or any other event, including litigation or other proceedings commenced or threatened, which might or could have a material adverse effect on the Borrower's financial condition or on the operation of the Borrower's business including any event which, after the

passage of time or the giving of notice or both, would constitute an event of default under this Loan Agreement; and

- j) perform in a timely manner all of its material covenants, obligations and agreements under each material contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to the Project; and
- k) Comply with all applicable provisions of any and all regulations, ordinances or laws governing this Loan Program;
- not, without the prior written consent of the City, (i) merge, 1) consolidate or divide, whether or not the BORROWER is the surviving corporation or other entity, (ii) sell, transfer, assign, lease, mortgage, lien, pledge or otherwise convey or dispose of all or any material part of its assets, except in the ordinary course of business, (iii) effect a reorganization, recapitalization or reclassification of its capital stock, or equity securities, the effect of which is materially to reduce tangible net assets or shareholders' equity of the BORROWER, (iv) issue, redeem, purchase or retire any of its member interests, capital stock or equity securities or grant or issue any warrant, right or option pertaining thereto or other security convertible into any of the foregoing, except pro rata among existing security holders the effect of which is not materially to reduce tangible net assets or shareholders' equity, or (v) permit any change in Borrower's ownership interests or equity securities from that previously disclosed to the CITY in connection with the Loan; and
- m) not, without the prior written consent of the City, (a) declare or pay any dividend (other than an amount equal to the owners' share of the Borrower's taxes that flow through to the said owners) or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or (b) give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any individual or company directly or indirectly controlling or affiliated with or controlled by the Borrower, or to any officer, director, or employee of the Borrower or in any such company, or (c) make any distributions of assets of the business of the Borrower other than in the ordinary course of business.
- 9. <u>REPRESENTATIONS AND WARRANTIES</u>. To induce the City to provide the financing described in this Loan Agreement, Borrower hereby represents and warrants to the City that:

- a) Borrower is a duly organized, existing corporation, and in good standing under the laws of the Commonwealth of Pennsylvania; and that all books and records of the business pertaining to its financial condition and operation will be kept at the Property; and
- b) the Borrower has the power and authority to own its assets and to carry on the activities contemplated by the Application;
- c) the Borrower holds all material franchises, licenses, permits and other authorizations of any nature and kind required for the ownership of its assets and the operation of its business, all of which are now in full force and effect;
- d) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any provisions of any governing agreements relating to Borrower, or any statute, regulation, order, writ, injunction, decree, decision of any court or governmental agency binding upon it or conflict with or result in a breach of any of the covenants, terms and conditions of any material agreement or instrument to which the Borrower is a party or by which it is bound or to which it is subject, or constitute a default thereunder, or result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the Borrower pursuant to the terms of any such agreement, instrument or otherwise;
- e) the execution and delivery of this Loan Agreement, and the other loan documents to which it is a party, and compliance with all the covenants, terms and conditions thereof has been duly authorized by proper action of the Borrower and when duly executed and delivered by the Borrower will constitute the valid and binding obligations of the Borrower enforceable in accordance with their respective terms.
- f) the Borrower has filed, and shall, as required, file in a timely manner, all Federal, State and Local tax returns and has paid, or shall pay, all taxes shown to be due thereon;
- g) there is no material litigation or governmental proceeding pending or (to the knowledge of the Borrower) threatened against or affecting the Borrower or any of its assets or the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the Borrower;

- h) the Borrower will not dispose of any hazardous waste in violation of any environmental statutes, regulations or other restrictions at the Project Site and will not knowingly violate any environmental statutes, regulations or other restrictions;
- i) there is no material fact that the Borrower has not disclosed to the CITY, which could have a material adverse effect on the Project or the prospects or condition (financial or otherwise) of Project. No certificate or statement delivered herewith or heretofore by the Borrower in connection with this Loan Agreement or the Application contains any untrue statement of material fact or omits to state any material facts necessary to keep the statements contained herein or therein from being misleading;
- j) the Borrower shall at all times keep proper books of account in a manner satisfactory to the CITY and in accordance with generally accepted accounting practices. The Borrower hereby authorizes the CITY to make or cause to be made, at the Borrowers' expense and in such manner and at such times as the CITY may reasonably require,
 - (1) inspections and audits of any books, records and papers in the custody or control of the Borrower or others, relating to the Project, including the making of copies thereof and extracts there from, and
 - inspections and appraisals of any of the Property. The Borrower will furnish to the CITY for the twelve (12) month period and semi-annually thereafter, financial and operating statements relating to the Project. The Borrower hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of the Borrower and any desired information from reports, returns, files, and records of such authorities, relating to the Project, upon request therefore by CITY.
- k) The unpaid balance of the Loan shall be immediately due and payable, if the Borrower, during the term of the Loan, effects a change of ownership or control of the business located at the Property without the prior written consent of the City;
- I) The Security Agreement granted by the Borrower to the City will create a good and valid first lien security interest in and upon all of Borrower's equipment.

- 10. <u>EVENT OF DEFAULT</u>. An event of default under this Loan Agreement shall be deemed to have occurred if the Borrower shall:
- a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;
- b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or
- c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 above; or
- d) fail to keep, perform and comply with any of the other covenants, terms and conditions of this Loan Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or
- e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee-; or
- f) close it business for a period of two consecutive weeks or longer.
- 11. <u>REMEDIES.</u> If an event of default as defined in Section 10 of this Loan Agreement shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.
- 12. <u>ALLOWABLE COSTS</u>. The Borrower recognizes that the City is obligated to examine all costs claimed by the Borrower relating to the Project for the purpose of cost recovery to effectuate the long-term goals of

the CDBG Grant Program. Without limiting the general applicability of the foregoing, the Borrower is notified that the following cost items, except as they may relate to allowable costs specifically contained in this Loan Agreement or the Application, generally shall not be considered eligible expenses:

- a) Costs paid out prior to the execution of this Loan Agreement;
- b) Interim interest paid on funds borrowed by the Borrower in anticipation of disbursement of the CITY's loans or other Project funds; or
- c) The compensation of consultants and professional service providers;
- d) Costs incurred prior to the Notice of Award of Grant by the CITY.
- 13. <u>AUDIT</u>. The Borrower agrees to participate actively if requested, and without compensation, in the CITY's audits of the Project and further agrees to fully and faithfully cooperate with the CITY in meeting any and all requirements of the Federal Government.
- 14. <u>NO LIABILITY FOR FAILURE TO COMPLETE</u>. The Borrower agrees to include in all contracts with any party involving the use of Loan Proceeds an acknowledgment that the CITY shall not be liable to any party for completion of, or the failure to complete, any activities, which are part of the Project, from the date of this Loan.
- 15. <u>EXPENSES</u>. (a) The Borrower agrees to pay City's reasonable attorney's fees, court costs and other disbursements ordered by the court in the event the CITY takes successful legal action to enforce the CITY's rights under this Loan Agreement.
- (b) The Borrower will, on demand, reimburse the CITY for any and all costs, fees and expenses incurred as a result of a breach, including, but not limited to, underwriter's discounts, fiscal agency fees, and all other fees, expenses and costs of issuance which are incurred or which may be hereafter incurred by the CITY from time to time in connection with or by reason of the Borrower's application for the making of and the administration of the Borrower's permanent financing stages of the Loan.
- 16. <u>RECORDING COSTS</u>. The Borrower agrees to pay all recording costs and filing fees related to the Loan, if any.

- 17. HOLD HARMLESS AGREEMENT. The Borrower will indemnify and defend the CITY and hold it harmless from any claim against it involving or in any way arising out of its involvement with this Project, unless involving or in any way arising out of the willful misconduct of the CITY, its agents or employees. In particular, but without limiting the general application of the foregoing, and pursuant to Section 4 above, the Borrower will, within thirty (30) days of the CITY's demand, pay any penalty or recapture levied upon the CITY which originates in the Borrower's failure to fulfill, or document the fulfillment of, its hiring commitments stated in this Loan Agreement or the Application.
- 18. EXERCISE OF RIGHTS. No delay or failure of the CITY in exercising any right or remedy under this Loan Agreement shall be deemed a waiver of such right or remedy or affect or impair the future exercise of such right or remedy and no modification or waiver by the CITY of any covenant or condition of this Loan Agreement or waiver by the CITY of any default hereunder shall be effective for any purpose unless contained in writing signed by the CITY and then only to the extent specifically set forth in such writing.
- 19. <u>NOTICES AND DEMANDS</u>. All notices or demands required by the provisions of this Loan Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed. If to the City:

Office of Economic and Community Development City of Scranton 340 North Washington Avenue Scranton, PA 18503 Attn.: Executive Director

If to the Borrower:

Electric City Dentistry 300 Lackawanna Avenue, Unit 107 Scranton, PA 18503 Attn: Dr. Mary Grace Rizzo-Fryzel

or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

- 20. <u>CONSENT TO JURISDICTION</u>. The Borrower irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania in any and all actions and proceedings arising hereunder. The Borrower hereby waives and shall not interpose any objections of forum non conveniens or to venue, and waives any right to remove any proceeding commenced in a state court to a federal court, and consents to any and all relief ordered by such court.
- 21. <u>SEVERABILITY</u>. The invalidity of any one or more sections of this Loan Agreement or any portion thereof shall not be deemed to affect or impair the validity and enforceability of the remainder.
- 22. ASSIGNMENT; BINDING EFFECT. All covenants, terms and provisions of this Loan Agreement shall inure to the benefit of and extend to and bind the successors and assigns of the CITY, provided that the Borrower shall not have the right to assign this Loan Agreement or any rights hereunder to any other person or entity, excepting any entity into which the Borrower shall be merged or with which the Borrower shall be consolidated and any entity which shall purchase substantially all assets of the Borrower.
- 23. <u>COMPLIANCE WITH HUD REQUIREMENTS</u>. The Borrower shall comply with any and all applicable laws and/or regulations applicable to its receipt and use of the funds being loaned to it pursuant to the aforementioned loan program, including, but not limited to, all of the following requirements where applicable:
- a) The regulations for the Community Development Block Grant Program contained in 24 CFR, Part 570;
- b) All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88—352) and Section 1.09 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the grounds of race, color, creed, religion or national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any project assisted with Community Development Block Grant Funds;

c) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234);

1 1

- d) The lead-based paint requirements of 24 CFR, part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 4801 et seq.);
- e) The regulations, policies, guidelines and requirements of OMB Circular A-102 Revised (handbook 1300.17), which relates to the acceptance and use of federal funds;
- f) The labor standards requirements as set forth in 24 CFR 570.605. Employees on construction jobs assisted with CDBG funds must be paid the prevailing federal wage rates; and the Project must comply with the City's position regarding the Boston Harbor Agreement, if applicable;
- g) Section 504 of the Rehabilitation Act of 1973 (Public Act 93—112), as amended, and implementing regulations. No person (employee or applicant for employment) shall be discriminated against because of a physical or mental disability with regard to any position for which the employee or applicant is qualified;
- h) The provisions of the Age Discrimination Act of 1975, as amended (Public Law 94—135);
- i) Requests from HUD, the City and the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the Loan and cooperate fully with the City in supplying information to meet CDBG audit requirements;
- j) The American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.);
- k) Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR, Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project;
- l) This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88—352) and 24 CFR 570, Part 1. In regard to the

sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Borrower shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Borrower, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate;

- m) Section 112 of P.L. 92-65 (42 U.S.C. § 3123) prohibiting sex discrimination in any program or activity receiving Federal Financial assistance under PWEDA; and
- n) Borrower will, in all solicitations or advertisements for employees placed by or on behalf of Borrower; state that it is an Equal Opportunity or Affirmative Action Employer.
- 24. <u>ENTIRE AGREEMENT</u>. This Loan Agreement is the entire agreement between the parties. It is understood and agreed by the parties hereto that no oral statement or no prior written matter extrinsic to this instrument shall have any force or effect. This Loan Agreement shall not be modified except by writing, subscribed by both parties.
- 25. <u>HONORABLE AGREEMENT</u>. This is an honorable Loan Agreement intended to achieve the recited purposes. This Loan Agreement is to be constructed and applied liberally to achieve those purposes and is not to be defeated by resorting to technical defenses or objections to price computation or any other matter affecting its operation.
- 26. <u>WAIVER OF BREACH</u>. The waiver by the City of a breach of any provision of this Loan Agreement by the Borrower shall not operate nor be construed as a waiver of any subsequent breach by the Borrower.
- 27. <u>COUNTERPARTS</u>. This Loan Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together constitute one and the same agreement.
- 28. <u>SURVIVORSHIP CLAUSE</u>. The Borrower and the City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement may survive the termination of this Loan Agreement and be legally binding upon the parties hereto subsequent to the termination of this Loan Agreement.

29. <u>INTERPRETATION</u>. This Loan Agreement shall constitute a contract under the laws of the Commonwealth of Pennsylvania and shall for all purposes be construed in accordance with such laws. The headings of Sections in this Loan Agreement are for convenience of reference only, and shall not enlarge or restrict the rights of the parties hereto.

This space intentionally left blank

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly caused this Loan Agreement to be duly signed in their respective names the day and year first above written.

	CITY:
COUNTERSIGNED	CITY OF SCRANTON
BY: Controller	BY:
Date:	Date:
BY: Executive Director Office of Economic and Community Development	BY:City Clerk Date:
Date:	
APPROVED AS TO FORM:	
BY: City Solicitor	Date:
	BORROWER:
Attest:	Dr. Mary Grace Rizzo-Fryzel Dental Group, PLLC
	By:
Date:	Dr. Mary Grace Rizzo-Fryzel, DMD
	Owner
	Date



Business & Industry Loan/Grant Program

BORROWER: Dr. Mary Grace Rizzo-Fryzel Dental Group PLLC dba Electric City Dentistry

Following is a summary of new, permanent jobs to be created as a result of the CDBG funding assistance provided through this loan program: FT = 40hrs/wk

	Status			Job to be made	Does this job
	FT	PT	This job is to be	available to low/mod	require special
	(number of	(total hours	created as a	persons as a	skills or
Job Title	positions)	per week)	absolute	absolute	education?
	•				Yes or No
Hygienist	1		wil be created	yes	yes`
Hygienist	1		wil be created	yes	yes
Assistant	1		wil be created	yes	yes
Associate Dentist	1		wil be created	yes	yes
				·	
		.	,		
				!•	
FT JOBS	4	•			
DT LODG 40 FTF		0	,		
PT JOBS AS FTE		0			
			.		
TOTAL JOBS		1	•	-	

The jobs will be created within 6 months following the disbursement of loan funds

You should complete a Family Income Certification form (sample attached) each time you fill a newly-created, permanent position. Employees should provide information about their family's gross annual income prior to being hired by you, so that you can maintain documentation about which of these positions are held by low/mod persons. You will be required to submit copies of these forms to OECD on a quarterly basis until the job creation requirement has been met; as stated in the terms of your loan agreement.

This activity has been processed & maintained by: Tom Preambo, OECD Deputy Director

PROMISSORY NOTE

\$140,000.00	Scranton, Pennsylvania , 2019
FOR VALUE RECEIVED, and intending to undersigned, Rizzo-Fryzel Dental Group, PLLC, (dba (hereinafter called the "Maker"), a Professional Pennsyl principal place of business located at 300 Lackawa Scranton, PA 18505, hereby promises to pay to the SCRANTON (hereinafter called the "Holder"), a municipand existing under the laws of the Commonwealth of Fat 340 North Washington Avenue, Scranton, Pennassignees, the sum of One Hundred Forty Thousand (the "Loan") payable together with interest thereon at tone half percent (2.5%) per annum as follows:	Electric City Dentistry) vania corporation with a nna Avenue, Unit 107 order of THE CITY Of all corporation organized ennsylvania with offices sylvania 18503, or its Dollars (\$140,000.00).
(1) Interest shall not accrue from, 2019 2019. In the event Maker satisfies all of the conditions to Grant Agreement between Maker and Holder of e Maker's obligations hereunder shall cease and Makfurther obligations to repay the Loan to Holder.	of Section 4 of the Loan ven date herewith then
(2) Payments by Maker to Holder shall commence, 2019, and on the day of thereafter to and including the day of in monthly installments of principal and interest in Thousand Three Hundred and Nineteen Dollars an (\$1,319.78).	each and every month, 2029 and shall be in the amount of One
(3) Upon the expiration of one hundred twenty six date hereof, the then unpaid balance of principal, collectible under the terms hereof shall be immediately	interest, and charges
(4) This Note evidences a loan (the "Loan") in the about Holder to the Maker on this date, the proceeds of which Holder to the Maker in the manner provided in a Loan "Loan Agreement") of this date between the Holder purposes therein specified. Payment of this Note is agreement (the "Security Agreement") of this date from and by, other security described in the Loan Agreement	will be advanced by the to Grant Agreement (the and the Maker for the secured by a security the Maker to the Holder,

The Maker hereby agrees to keep, perform, and comply with all

covenants, terms, and conditions of this Note, the Loan Agreement, the

Security Agreement, and all of the documents and instruments now and at any

time hereafter delivered to and held by the Holder to evidence and secure the Loan (herein collectively called the "Loan Documents"), which are incorporated by reference in and made a part of this Note.

- (6) This Note shall also evidence all advances and expenditures that the Holder is authorized and permitted to make under the provisions of the Loan Documents, and all other sums of every nature and kind that at any time hereafter become due and owing by the Maker to the Holder under the Loan Documents, which shall be added to and become part of the principal amount evidenced by this Note and paid to the Holder, with interest, on the due date of the next installment, if not sooner due and payable under the provisions of the Loan Documents.
- (7) Payments of principal on this Note shall be made in current funds on the day when due, without presentment, demand, protest, or notice of any kind, all of which are hereby waived. Payment shall be made at the office of the Holder herein designated or at such other place as the Holder may from time to time designate by written notice to the Maker, and shall be made in lawful money of the United States of America without set-off, counterclaim, or other deduction of any nature.
- (8) The Holder shall have the right to impose a service charge equivalent to ten percent (10%) of the amount of any installment of principal not received within fifteen (15) days after the date the same becomes due, which shall be added to the principal balance and paid to the Holder on the due date of the next installment.
- (9) <u>EVENT OF DEFAULT</u>. An event of default under this Promissory Note shall be deemed to have occurred if the Borrower shall:
- a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;
- b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or
- c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 of the Loan to Grant Agreement of even date herewith; or
- d) fail to keep, perform and comply with any of the other covenants, terms and conditions of the Loan to Grant Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so

long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or

- e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee-; or
- f) close its business for a period of two consecutive weeks or longer.
- (10) <u>REMEDIES.</u> If an event of default as defined in Section 9 hereof shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.
- (11) Confession of Judgment. This Promissory Note contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the Holder (as well as someone acting for holder) to appear for, and confess judgment(s) against Maker, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits Holder to execute upon the confessed judgment(s) which could have the effect of depriving Maker of its property without any prior notice or an opportunity to be heard. Maker hereby acknowledges that it has consulted with an attorney regarding the implications of these provisions and Maker understands that it is bargaining away several important legal rights. Accordingly, Maker hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that it may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for

hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

CONFESSION OF JUDGMENT. MAKER COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MAKER, HOLDER MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST MAKER AND, FOR THOSE PURPOSES, MAKER HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (1) MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR HOLDER (AS WELL AS SOMEONE ACTING FOR HOLDER) IN ANY AND ALL ACTIONS COMMENCED AGAINST MAKER FOR RECOVERY OF THE PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER AND TO APPEAR FOR MAKER, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST MAKER, FOR PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER, TOGETHER WITH INTEREST AT THE DEFAULT RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OF SUCH AMOUNTS AND SUMS; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST MAKER FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

BY:	
TITLE:	*

(12) The Maker hereby waives the benefit of any present or future law or rule of procedure authorizing stay of execution on any judgment recovered on this Note, and the exemption of property from levy and sale there under, and any and all errors, defects, and imperfections whatsoever of a procedural nature in the entry of any judgment or in any process or proceedings thereon or relating to the same.

- (13) Upon any negotiation, sale or assignment of this Note, the holder hereof may deliver same to the transferee or purchaser who shall thereupon become the holder hereunder and as such shall have and may exercise all powers, rights and options with respect to same and otherwise hereby given to the holder, or otherwise available to Holder pursuant to the terms and conditions of the Loan Agreement, and such former holder who thus negotiates, sells or assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability with respect to same.
- (14) If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not effect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- (15) All of the foregoing agreements and obligations including, without limitation, the warrant of attorney to confess judgment, shall bind the Maker and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns.

In Witness Whereof, the Maker has duly caused this Note to be duly executed by its duly authorized representative, the day and year first above written, intending to be legally bound.

Attest:	Dr. Mary Grace Rizzo-Fryzel, DM
	By:
	Owner
	Date:

"Amortization Schedule"

July 1, 2019 to June 1, 2029

Inputs		Summary		Comparisor	n Table r (assu	ıming no extra	payments)
Loan Amount	\$ 140,000	Rate (per period)	0.208%	Frequency	Payment	Total	Interest
Annual Interest Rate	2.50%	Total Payments	\$158,373.49	Annually	\$15,996.23	\$159,962.30	\$19,962.30
Term of Loan in Years	10	Total Interest	\$18,373.49	Semi-Annually	\$7,954.85	\$159,097.00	\$19,097.00
First Payment Date	7/1/2019	Interest Savings	(\$0.06)	Quarterly	\$3,966.58	\$158,663.20	\$18,663.20
Frequency of Payment	Monthly		•	Bi-Monthly	\$2,641.97	\$158,518.20	\$18,518.20
				Monthly	\$1,319.78	\$158,373.60	\$18,373.60
Payment (per period)	\$1,319.78			Semi-Monthly	\$659.59	\$158,301.60	\$18,301.60
				Bi-Weekly	\$608.83	\$158,295.80	\$18,295.80
			•	Weekly	\$304.35	\$158,262.00	\$18,262.00

Amortization Schedule for Electric City Dentistry

		Payment	Additional	•		•	•	
No.	Due Date	Due	Payment	Interest	Principal	Balance	Payment Rc'd	Check #
	ilija ja	ie of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of		esione:	\$140,000.00			
1	7/1/2019	1,319.78		291.67	1,028.11	138,971.89		
2	8/1/2019	1,319.78		289.52	1,030.26	137,941.63		
3	9/1/2019	1,319.78		287.38	1,032.40	136,909.23		
4	10/1/2019	1,319.78	•	285.23	1,034.55	135,874.68		
5	11/1/2019	1,319.78		283.07 -	1,036.71	134,837.97		
6	12/1/2019	1,319.78	* *	280.91	1,038.87	133,799.10		
7	1/1/2020	1,319.78		278.75	1,041.03	132,758.07		
8	2/1/2020	1,319.78		276.58	1,043.20	131,714.87		
9	3/1/2020	1,319.78		274.41	1,045.37	130,669.50		
10	4/1/2020	1,319.78		272.23	1,047.55	129,621.95		
11	5/1/2020	1,319.78		270.05	1,049.73	128,572.22		
12	6/1/2020	1,319.78		267.86	1,051.92	127,520.30		
13	7/1/2020	1,319.78		265.67	1,054.11	126,466.19		
14	8/1/2020	1,319.78		263.47	1,056.31	125,409.88		
15	9/1/2020	1,319.78		261.27	1,058.51	124,351.37		
16	10/1/2020	1,319.78		259.07	1,060.71	123,290.66		
17	11/1/2020	1,319.78		256.86	1,062.92	122,227.74		
18	12/1/2020	1,319.78	-	254.64	1,065.14	121,162.60		
19	1/1/2021	1,319.78		252.42	1,067.36	120,095.24		

20	2/1/2021	1,319.78		250.20	1,069.58	119,025.66
21	3/1/2021	1,319.78		247.97	1,071.81	117,953.85
22	4/1/2021	1,319.78	•	245.74	1,074.04	116,879.81
23	5/1/2021	1,319.78		243.50	1,076.28	115,803.53
24 .	6/1/2021	1,319.78		241.26	1,078.52	114,725.01
25	7/1/2021	1,319.78		239.01	1,080.77	113,644.24
26	8/1/2021	1,319.78		236.76	1,083.02	112,561.22
27	9/1/2021	1,319.78	•	234.50	1,085.28	111,475.94
28	10/1/2021	1,319.78		232.24	1,087.54	110,388.40
29	11/1/2021	1,319.78		229.98	1,089.80	109,298.60
30	12/1/2021	1,319.78		227.71	1,092.07	108,206.53
31	1/1/2022	1,319.78		225.43	1,094.35	107,112.18
32	2/1/2022	1,319.78		223.15	1,096.63	106,015.55
33	3/1/2022	1,319.78		220.87	1,098.91	104,916.64
34	4/1/2022	1,319.78		218.58	1,101.20	103,815.44
35	5/1/2022	1,319.78		216.28	1,103.50	102,711.94
36	6/1/2022	1,319.78		213.98	1,105.80	101,606.14
37	7/1/2022	1,319.78		211.68	1,108.10	100,498.04
38	8/1/2022	1,319.78		209.37	1,110.41	99,387.63
39	9/1/2022	1,319.78		207.06	1,112.72	98,274.91
40	10/1/2022	1,319.78		204.74	1,115.04	97,159.87
41	11/1/2022	1,319.78	4	202.42	1,117.36	96,042.51
42	12/1/2022	1,319.78		200.09	1,119.69	94,922.82
43	1/1/2023	1,319.78		197.76	1,122.02	93,800.80
44	2/1/2023	1,319.78		195.42	1,124.36	92,676. 44
45	3/1/2023	1,319.78	,	193.08	1,126.70	91,549.74
46	4/1/2023	1,319.78		190.73	1,129.05	90,420.69
47	5/1/2023	1,319.78		188.38	1,131.40	89,289.29
48	6/1/2023	1,319.78		186.02	1,133.76	88,155.53
49	7/1/2023	1,319.78		183.66	1,136.12	87,019.41
50	8/1/2023	1,319.78		181.29	1,138.49	85,880.92
51	9/1/2023	1,319.78		178.92	1,140.86	84,740.06
52	10/1/2023	1,319.78		176.54	1,143.24	83,596.82
53	11/1/2023	1,319.78		174.16	1,145.62	82,451.20
54	12/1/2023	1,319.78		171.77	1,148.01	81,303.19
55	1/1/2024	1,319.78		169.38	1,150.40	80,152.79

56	2/1/2024	1,319.78		166.98	1,152.80	78,999.99
57	3/1/2024	1,319.78		164.58	1,155.20	77,844.79
58	4/1/2024	1,319.78		162.18	1,157.60	76,687.19
59	5/1/2024	1,319.78		159.76	1,160.02	75,527.17
60	6/1/2024	1,319.78		157.35	1,162.43	74,364.74
61	7/1/2024	1,319.78	•	154.93	1,164.85	73,199.89
62	8/1/2024	1,319.78		152.50	1,167.28	72,032.61
63	9/1/2024	1,319.78		150.07	1,169.71	70,862.90
64	10/1/2024	1,319.78		147.63	1,172.15	69,690.75
65	11/1/2024	1,319.78		145.19	1,174.59	68,516.16
66	12/1/2024	1,319.78		142.74	1,177.04	67,339.12
67	1/1/2025	1,319.78		140.29	1,179.49	66,159.63
68	2/1/2025	1,319.78		137,83	1,181.95	64,977.68
69	3/1/2025	1,319.78		135.37	1,184.41	63,793.27
70	4/1/2025	1,319.78		132.90	1,186.88	62,606.39
71	5/1/2025	1,319.78		130.43	1,189.35	61,417.04
72	6/1/2025	1,319.78		127.95	1,191.83	60,225.21
73	7/1/2025	1,319.78		125.47	1,194.31	59,030.90
74	8/1/2025	1,319.78	•	122.98	1,196.80	57,834.10
75	9/1/2025	1,319.78	1	120.49	1,199.29	56,634.81
76	10/1/2025	1,319.78		117.99	1,201.79	55,433.02
77	11/1/2025	1,319.78		115.49	1,204.29	54,228.73
78	12/1/2025	1,319.78		112.98	1,206.80	53,021.93
79	1/1/2026	1,319.78	•	110.46	1,209.32	51,812.61
80	2/1/2026	1,319.78		107.94	1,211.84	50,600.77
81	3/1/2026	1,319.78		105.42	1,214.36	49,386.41
82	4/1/2026	1,319.78		102.89	1,216.89	48,169.52
83	5/1/2026	1,319.78		100.35	1,219.43	46,950.09
84	6/1/2026	1,319.78		97.81	1,221.97	45,728.12
85	7/1/2026	1,319.78		95.27	1,224.51	44,503.61
86	8/1/2026	1,319.78		92.72	1,227.06	43,276.55
87	9/1/2026	1,319.78		90.16	1,229.62	42,046.93
88	10/1/2026	1,319.78		87.60	1,232.18	40,814.75
89	11/1/2026	1,319.78		85.03	1,234.75	39,580.00
90	12/1/2026	1,319.78		82.46	1,237.32	38,342.68
91	1/1/2027	1,319.78		79.88	1,239.90	37,102.78

92	2/1/2027	1,319.78	77	.30 1,242	.48 35,860.30
93	3/1/2027	1,319.78	74	.71 1,245	.07 34,615.23
94	4/1/2027	1,319.78	72	.12 1,247	.66 33,367.57
95	5/1/2027	1,319.78	69	.52 1,250	.26 32,117.31
96	6/1/2027	1,319.78	66	.91 1,252	.87 30,864.44
97	7/1/2027	1,319.78	64	.30 1,255	29,608.96
98	8/1/2027	1,319.78	. 61	.69 1,258	28,350.87
99	9/1/2027	1,319.78	59	.06 1,260	.72 27,090.15
100	10/1/2027	1,319.78	56	.44 1,263	25,826.81
101	11/1/2027	1,319.78	. 53	.81 1,265	24,560.84
102	12/1/2027	1,319.78	51	17 1,268	3.61 23,292.23
103	1/1/2028	1,319.78	48	3.53 1,271	25 22,020.98
10 4	2/1/2028	1,319.78	45	1,273	20,747.08
105	3/1/2028	1,319.78	43	1,276	5.56 19,470.52
106	4/1/2028	1,319.78	40	1,279	18,191.30
107	5/1/2028	1,319.78	37	.90 1,281	88 16,909.42
108	6/1/2028	1,319.78	35	5.23 1,284	1.55 15,624.87
109	7/1/2028	1,319.78	32	2.55 1,287	7.23 14,337.64
110	8/1/2028	1,319.78	29).87 1,289	9.91 13,047.73
111	9/1/2028	1,319.78	. 27	'.18 1,292	2.60 11,755.13
112	10/1/2028	1,319.78	24	1,295	5.29 10,459.84
113	11/1/2028	1,319.78	21	79 1,297	⁷ .99 - 9,161.85
114	12/1/2028	1,319.78	19	0.09 1,300	7,861.16
115	1/1/2029	1,319.78	16	5.38 1,303	3.40 6,557.76
116	2/1/2029	1,319.78	13	3.66 1,306	5.12 5,251.64
117	3/1/2029	1,319.78	10).94 1,308	3,942.80
118	4/1/2029	1,319.78	8	3.21 1,311	L.57 2,631.23
119	5/1/2029	1,319.78		5.48 1,314	1,316.93
120	6/1/2029	1,319.67		2.74 1,316	5.93 0.00

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as the "AGREEMENT") dated the _____ day of ______, 2019, by and between THE CITY OF SCRANTON, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 N. Washington Avenue, Scranton, Pennsylvania 18503, (hereinafter referred to as the "CITY")

-and-

Rizzo-Fryzel Dental Group, PLLC, (dba Electric City Dentistry), a Professional Pennsylvania corporation with a principal place of business located at 300 Lackawanna Avenue, Unit 107, Scranton, PA 18503 (hereinafter referred to as "BORROWER")

WHEREAS, BORROWER has certain Liabilities (as defined herein) to CITY under a certain Loan to Grant Agreement dated even date herewith; and,

WHEREAS, the CITY and BORROWER desire and intend to secure repayment of said Liabilities by BORROWER granting to CITY a security interest in the Collateral (as defined herein); and,

NOW, THEREFORE, the Borrower hereto, intending to be legally bound hereby, agrees as follows:

1. **COLLATERAL** The word "Collateral" as used in this AGREEMENT means the following described property: all machinery and equipment of the BORROWER, whether now or hereafter existing, or now owned or hereafter acquired and the products and proceeds of any of the foregoing, including all proceeds, and all accessions thereto, direct or contingent.

In addition, the word "Collateral" also includes all of the following; whether now owned or hereafter acquired by BORROWER, whether now existing or hereafter arising, and wherever located;

- (a) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later.
- (b) All products and produce of any property described in this Collateral section.

- (c) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- 2. **GRANT OF SECURITY INTEREST** In consideration of, and as security for, the Liabilities of BORROWER to CITY described below, BORROWER grants CITY a first priority security interest in all the Collateral, together with all present and future products of Collateral and all present and future proceeds of Collateral (including but not limited to all leases, rents, issues, profits, credits, rebates, refunds, increases, replacements of and additions and accessions to the Collateral and all cash and non-cash insurance proceeds). This right to proceeds does not, and shall not be interpreted to constitute authorization or consent by CITY to any disposition of any Collateral. This AGREEMENT and the security interest granted herein shall stand as general and continuing security for all Liabilities and may be retained by CITY until all Liabilities have been satisfied in full; provided, however, that this AGREEMENT shall not be rendered void by the fact that no Liabilities or commitment by CITY to make advances to BORROWER exists as of any particular date, but shall continue in full force and effect until the filing of a termination statement signed by CITY with respect to all the Collateral.

As additional security for the Liabilities, BORROWER conveys, assigns and grants a security interest to CITY in and to all present and future files, books, ledgers, records, bills, invoices, receipts, deeds, certificates or documents of ownership, warranties, bills of sale and all other data and data storage systems and media pertaining to any of the Collateral.

3. LIABILITIES The Collateral secures, and will secure, all Liabilities of BORROWER to CITY. Liabilities as used herein shall mean and include any past, present or future loans, notes, mortgages, bonds, advances, re-advances, substitutions, extensions, renewals, interest, late charges, penalties, costs, and fees of any and all types, whether primary, secondary, absolute or contingent, direct or indirect, joint several or independent, voluntary or involuntary, (including overdrafts), now or hereafter existing, due or to become due, or held or to be held by, CITY for its own account or as agent for another or others, whether created directly or acquired by negotiation, assignment or otherwise, and all instruments and documents evidencing any of the above and shall also include but not be limited to that certain Promissory Note, dated the ____ day of _____, 2019, in the amount of One Hundred Forty Thousand Dollars (\$140,000.00) given by BORROWER to CITY.

- 4. **FUTURE ADVANCES** The Liabilities secured hereby include all future advances made at any time or times to or for the benefit of BORROWER, whether obligatory or optional, including all costs, expenses, court costs and reasonable attorneys' fees incurred in the collection of the Liabilities and/or the Collateral or the disposition of the Collateral, and any advances made at any time or times for the payment of taxes or insurance or the maintenance or repair of the Collateral, or for the establishment, maintenance or enforcement of CITY'S security interest therein.
- 5. ADDITIONAL SECURITY As additional Collateral to secure the Liabilities, BORROWER grants to CITY a first priority security interest in all of BORROWER'S present and future deposits or other monies due from CITY, instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, chooses in action, chattel paper, currency, property and the proceeds thereof, owned by BORROWER or in which BORROWER has an interest, now or hereafter in the possession or control of CITY or in transit by mail or carrier to or from CITY or in the possession of any other person acting in CITY'S behalf, without regard to whether CITY received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether CITY has conditionally released the same. The property described in this Paragraph 5 shall constitute part of the Collateral for all purposes under this AGREEMENT.
- 6. OWNERSHIP; OTHER LIENS BORROWER represents and warrants that BORROWER is or, as to Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, and that this AGREEMENT creates a valid first priority lien in and to all Collateral and that there are no liens and there will be no other liens, security interests, encumbrances or adverse claims by any person to any of the Collateral except as previously disclosed in writing and acknowledged by CITY. BORROWER covenants and agrees to keep the Collateral free from, defend it against, discharge and immediately notify CITY in writing of, any and all other liens, security interests or encumbrances, prior assignments, claims, set-offs or demands of all persons at any time claiming any Collateral or any interest therein.
- 7. **PURCHASE MONEY LOAN** BORROWER covenants and agrees that any Liabilities created for the purpose of enabling BORROWER to acquire rights in or use of any Collateral will be used solely for such purpose and for no other purpose, and authorizes CITY to disburse the proceeds of such purchase money loan directly to the seller.

- 8. **LOCATION, USE OF COLLATERAL** BORROWER represents and warrants that:
- (a) Collateral is being and will be kept at BORROWER'S business address set forth in this AGREEMENT, and covenants and agrees not to remove the Collateral therefrom without CITY'S prior written consent.
- (b) Collateral is being used and will be used exclusively for the purpose(s) indicated in this AGREEMENT and covenants and agrees not to change such use without CITY'S prior written consent.
- 9. **BORROWER'S IDENTITY, ADDRESS(ES)** BORROWER represents and warrants that its official name is accurately and completely set forth in this AGREEMENT and covenants and agrees that it will not change its name or its status indicated herein without CITY'S prior written consent.

BORROWER represents and warrants that the address set forth in this AGREEMENT is its principal business address, if BORROWER is engaged in business and covenants and agrees that it will not change such address or the other locations set forth herein or acquire additional addresses, without at least thirty (30) days' prior written notice to CITY setting forth the effective date of such change and such new address.

- 10. **MAINTENANCE, INSURANCE OF COLLATERAL** BORROWER, at its own expense, covenants and agrees to:
- (a) properly maintain and care for the Collateral and protect and care for all Collateral covered by this AGREEMENT, all in accordance with the highest standards customary for businesses similar to BORROWER'S if BORROWER uses the Collateral in business operations;
- (b) maintain such insurance covering the Collateral against fire, theft, vandalism and such other risks or hazards as CITY may require in such amounts and with such insurance companies as are satisfactory to CITY, which insurance shall protect CITY'S interest in the Collateral as secured lender under separate endorsement or clause not subject to any defenses which such insurance company may have against BORROWER;
- (c) deliver to CITY, on demand, the contract(s) of insurance or furnish other proof of such insurance to CITY; and
- (d) comply fully with, and refrain from any use of the Collateral in violation of, any requirements of any insurer of the collateral.

In the event of any loss, CITY, at its option, may (i) retain and apply all or any part of the insurance proceeds to reduce, in such order and amounts as CITY may elect, the unpaid balance of the Liabilities, or (ii) disburse all or any part of such insurance proceeds to or for the benefit of BORROWER for the purpose of repairing or replacing the Collateral after receiving proof satisfactory to CITY of such repair or replacement, in either case without waiving or impairing the Liabilities of any other provision of this AGREEMENT. BORROWER assigns to CITY any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay to CITY any amounts so due, and BORROWER appoints CITY its attorney-in-fact to endorse any draft or check which may be payable to BORROWER in order to collect any return or unearned premiums or the proceeds of such insurance.

- 11. <u>TAXES; COMPLIANCE</u> BORROWER covenants and agrees to pay, on or before the due date thereof, all federal, state and local taxes, assessments and other governmental charges of every nature which may be levied or assessed against the Collateral, and to comply fully with, and refrain from any use of the Collateral in violation of, any applicable statutes, regulations or ordinances.
- RIGHT TO REMEDY CERTAIN DEFAULTS 12. In the event BORROWER fails to maintain the Collateral, or pay any federal, state or local taxes, assessments or other governmental charges or claims, or fails to maintain insurance on the Collateral and pay all premiums for such insurance, or fails to make any necessary repairs or permits waste, CITY, at its election and without notice or demand to BORROWER, shall have the right, but not the obligation, to make any payment or expenditure with the right of subrogation thereunder, including but not limited to purchasing any lender's single interest to protect its security interest in the Collateral or its rights under this AGREEMENT, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, without prejudice to any of CITY'S rights or remedies available under this AGREEMENT or otherwise, at law or in equity. All such sums, as well as costs, advanced by CITY pursuant to this AGREEMENT, shall be secured by this AGREEMENT, and shall bear interest at the highest rate payable on any of the Liabilities from the date of payment by CITY until paid in full.
- 13. <u>DISPOSITION: PROCEEDS</u> Except as, and only to the extent expressly permitted in this Paragraph 13 or in Paragraph 15, BORROWER will not sell, assign, lease or otherwise dispose of, attempt or contract to sell, assign, lease or otherwise dispose of, any Collateral or any interest, right or privilege therein.

BORROWER covenants and agrees to deliver immediately to CITY, or such other person as CITY may designate, any instrument, document, or chattel paper arising out of or in connection with any Collateral. BORROWER further covenants and agrees not to use cash proceeds to purchase or otherwise acquire any interest whatsoever in any property not covered by this AGREEMENT without CITY'S prior written consent.

14. **NOTIFICATION OF ADVERSE EVENTS** BORROWER immediately will notify CITY in writing of any occurrence, event, circumstance or condition which affects or will affect the Collateral or the value thereof, BORROWER'S or CITY'S ability to dispose of the Collateral or CITY'S rights or remedies with regard thereto, including but not limited to the issuance or levy of any legal process against the Collateral or the adoption of any order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

BORROWER waives and releases all laws and rules of procedure now in force or hereafter enacted, relating to exemption from, or stay of execution and/or sale, and the opening and/or striking off any judgment. In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (hereinafter referred to as the "Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided herein or as otherwise provided by law or equity. BORROWER agrees not to contest the validity or enforceability of this Section 14.

15. CITY'S RIGHTS

- (a) BORROWER covenants and agrees that CITY may, at its option and at BORROWER'S expense, at any time and from time to time whether or not a Default has occurred:
- (1) require BORROWER to segregate all cash proceeds so that they may be identified readily, and deliver the same to CITY at such time or times and in such manner and form as CITY may direct;
- (2) require BORROWER to deliver to CITY, at such time or times and in such manner and form as CITY may direct, records, schedules and other documentation and data sufficient to show the

status, condition, value or location of, or any other information pertaining to, the Collateral;

- (3) verify the Collateral, inspect BORROWER'S books and records and make copies thereof or extracts therefrom, and require BORROWER to furnish such witnesses as may be necessary to establish legal proof of the Collateral or such records;
- (4) require, as a condition to its consent to any disposition of Collateral requiring CITY'S consent, that BORROWER pay or deliver or cause to be paid or delivered directly to CITY, or such other person as CITY may designate, the proceeds of such disposition, agree to increase the rate of interest payable in respect of any of the Liabilities, or comply with any other requirement of CITY;
- (5) notify debtors or obligors of any Accounts or Chattel Paper, or any buyers or lessees of any of the Collateral or any other persons, of CITY'S interest in the Collateral and require such persons to deliver all proceeds to CITY or such other person as CITY may designate, at such time or times and in such manner and form as CITY may direct; and in connection therewith BORROWER irrevocably authorizes and appoints CITY its attorney-in-fact, with full power of substitution, to endorse or sign BORROWER'S name on all collections, checks, notes, drafts, receipts or other instruments or documents, take possession of and open the BORROWER'S mail and remove proceeds therefrom, and such account debtors, Obligors, buyers or lessees may accept the receipt of CITY in such circumstances as a full release and acquittance for any amount so paid;
- (6) at reasonable times enter upon any property where any Collateral is located to examine the Collateral, such property and any buildings or improvements thereon, and use BORROWER'S equipment, machinery, office equipment and other facilities if CITY deems such use necessary or advisable to protect, preserve, maintain, process, develop or harvest any of the Collateral;
- (7) prohibit BORROWER from attaching any Collateral to any land or building or other improvement thereon in any manner which might cause such Collateral to become a part thereof, and/or require BORROWER to obtain from any owner, encumbrancer or other person having an interest in the property where any Collateral is located, written consent to CITY'S removal of the Collateral therefrom, without liability on the part of CITY to such owner, encumbrancer or other person, or require BORROWER to obtain from any such owner, encumbrancer or other person such waivers of any interest in the Collateral as CITY may require;

- (8) place or require BORROWER to place on any instrument, document or Chattel Paper, or upon BORROWER'S books, records, documents or other data relating to accounts or general intangibles, a notation or legend indicating CITY'S security interest therein;
- (9) in BORROWER'S and/or CITY'S name (as CITY in its sole discretion may determine) demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue or dismiss, with or without prejudice, and suits or proceedings respecting any of the Collateral;
- (10) prohibit BORROWER from granting any person rebate, refund, allowance or credit, or accepting from any person any return of any Collateral, without CITY'S prior written consent, which consent may be conditioned upon any requirement for payment or additional collateral from BORROWER as CITY, in its sole discretion, may determine;
- (11) secure credit in the name of BORROWER or in the name of CITY, or pay, settle, or otherwise discharge any unpaid bills or charges for goods delivered or services rendered to or for the benefit of BORROWER, if CITY reasonably determines, in its sole discretion, that such action is necessary or advisable to protect, maintain or preserve the Collateral or CITY'S security interest therein;
- (12) furnish to CITY, on demand or as soon as possible thereafter, such additional property as Collateral as CITY may from time to time require; or
- (13) take any action which CITY may deem necessary or desirable in order to realize on any of the Collateral, including without limitation the power to perform any contract or to endorse in the name of BORROWER any checks, notes, drafts, receipts or other instruments or documents received in payment of or on account of, or constituting, any of the Collateral, BORROWER irrevocably appoints CITY its attorney-infact with full power of substitution for all or any such acts or purposes.
- (b) the foregoing rights are cumulative and may be exercised by CITY singularly or in any combination at any time and from time to time, as often as CITY deems necessary or advisable.
- 16. OTHER DOCUMENTS, ACTS BORROWER covenants and agrees that it will, at any time or times and from time to time, at its own expense, execute and deliver or cause to be executed and delivered such security agreements, certificates, certificates of title, pledges,

assignments, financing statements, continuation financing statements, amendments, acknowledgements and other documents, and will perform or cause to be performed such other acts, as CITY may request in order to establish, preserve or maintain a valid and continuously perfected security interest in, or to determine the priority of, or terminate or enforce CITY'S security interest in, the Collateral, and pay all costs and expenses incurred in connection therewith. To the extent legally permissible, BORROWER irrevocably authorizes and appoints CITY as its attorney-in-fact with full power of substitution, to execute on BORROWER'S behalf and file at BORROWER'S expense a financing statement or statements, or alternatively, a copy of this AGREEMENT to perfect CITY'S security interest, or any amendment or amendments thereto, in those public offices deemed necessary or appropriate by CITY to establish, maintain and protect a continuously perfected security interest in the Collateral.

- 17. **DEFAULT** The occurrence of any one or more of the following shall constitute a Default under this AGREEMENT:
- (a) non-payment of any of the Liabilities, or any portion thereof, when and in the manner due, whether by acceleration or otherwise;
- (b) failure by BORROWER to observe or perform any covenant, agreement, condition or term of this AGREEMENT or failure by BORROWER to observe or perform any covenant, agreement, condition or term or any default under any other document, note, bond, mortgage or other writing between BORROWER and CITY;
- (c) breach by BORROWER or any other Obligor (which term shall refer to any maker, co-maker, endorser, guarantor or surety of, or other person obligated under any statute for, any of the Liabilities) of any obligation or duty to CITY;
- (d) any representation or warranty in any financial or other statement, schedule, certificate or other document of BORROWER or any other Obligor delivered to CITY by or on behalf of BORROWER or any other Obligor shall prove to be false, misleading or incomplete in any material respect;
- (e) a material adverse change occurs in the financial condition of BORROWER or any other Obligor which is unacceptable to CITY in its sole discretion from the condition most recently disclosed to CITY in any manner;

- (f) BORROWER or other Obligor dies, dissolves, liquidates, merges, reorganizes or ceases to conduct operations, or prepares or attempts to do any of the foregoing;
- (g) a trustee or receiver is appointed for BORROWER or any other Obligor or for all or a substantial part of its or their property in any involuntary proceeding, or any court has taken jurisdiction of all or any substantial part of the property of BORROWER or other Obligor in any involuntary proceedings, or BORROWER or any other Obligor files a petition or answer not denying jurisdiction in Bankruptcy or under any similar law, state or federal, now or hereafter existing, or such a petition is filed against BORROWER or any other Obligor, or BORROWER or other Obligor becomes insolvent, howsoever evidenced, or makes an assignment for the benefit of creditors or admits in writing its or their inability to pay its or their debts generally as they become due, or fails within sixty (60) days to pay or bond or otherwise discharge any judgment or attachment which is unstayed on appeal, or if BORROWER or any other Obligor advertises a "going out of business" or liquidation sale, or holds or permits such a sale;
- (h) BORROWER or any other Obligor expresses an intent to terminate or revoke responsibility for any of the Liabilities, or defaults under any other note, agreement, lease, indenture, mortgage or obligation incurred pursuant thereto, or a judgment is entered against BORROWER or any other Obligor evidencing either singly or in the aggregate a material obligation, the effect of which accelerates or entitles the holder thereof to accelerate any maturity thereof or results in the forfeiture by BORROWER or any other Obligor or its rights under any such note, agreement, lease, indenture or mortgage;
- (i) any property of BORROWER or any other Obligor becomes the subject of any attachment, garnishment, levy or lien (unless expressly permitted in writing signed by CITY);
- (j) any substantial part of the property of BORROWER or any other Obligor is taken or condemned by any governmental authority;
- (k) BORROWER or any other Obligor assigns or otherwise transfers, or attempts to assign or transfer, any of its right, title and interest in any of the Collateral without the prior written consent of CITY;
- (l) BORROWER or any other Obligor fails to furnish financial or other information as CITY may reasonably request;

- (m) if there is any change in BORROWER'S or any other Obligor's officers, principal owners or partners as the case may be, which is unacceptable to CITY in its sole discretion; or
- (n) CITY, in the reasonable and good faith exercise of its sole discretion deems itself or the Collateral unsecure for any reason whatsoever;
- (o) the failure by BORROWER to strictly comply with any federal, state or local statute, regulation, rule, order, or other judicial or administrative order relating to the Collateral.

18. **REMEDIES**

- (a) Upon the occurrence of one or more Defaults, CITY may exercise any one or more of the following remedies, which are cumulative and may be exercised singularly or in any combination at any time and from time to time as long as any Default continues, without notice or demand to BORROWER or any other Obligor except as expressly required under this AGREEMENT or any applicable provision of law which cannot be waived prior to Default:
- (1) declare all or any part of the Liabilities, together with costs of collection, including attorney's fees of fifteen percent (15%) of the unpaid principal, immediately due and payable, as if the same had in the first instance been payable as such time, without requiring any recourse against any other person or property liable for or securing any of the Liabilities;
- (2) exercise any right of set-off which CITY may have against BORROWER or any other Obligor;
- (3) exercise all or any of the rights and remedies of a secured party under the Uniform Commercial Code or as creditor under any other applicable law;
- (4) require BORROWER to assemble the Collateral and any records pertaining thereto and make them available to CITY at a time and place designated by CITY;
- (5) enter the premises of BORROWER and take possession of the Collateral and any records pertaining thereto, and also take possession of all personal property located in or attached to the Collateral without liability to BORROWER and hold such property for BORROWER at BORROWER'S expense;

- (6) use, operate, manage, lease, or otherwise control the Collateral in any lawful manner, collect and receive all rents, income, revenue, earnings, issues and profits therefrom and, in its sole discretion but without any obligation to do so, insure, maintain, repair, renovate, alter or remove the Collateral;
- (7) grant extensions or compromise or settle claims for less than face value relative to the proceeds without prior notice to BORROWER or any other Obligor;
- (8) use, in connection with any assembly, use or disposition of the Collateral, any trademark, trade name, trade style, copyright, brand, patent right, license or technical process used or utilized by BORROWER;
- (9) take such actions as CITY may deem necessary or advisable to preserve, process, develop, maintain, protect, care for or insure the Collateral or any portion thereof, and BORROWER irrevocably appoints CITY as its attorney-in-fact to do all acts and things in connection therewith; or
- (10) sell or otherwise dispose of all or any of the collateral at public or private sale at any time or times without advertisement or demand upon or notice to BORROWER or any other Obligor, all of which are expressly waived to the extent permitted by law, with the right of CITY or its nominee to become purchaser at any sale (unless prohibited by statute) free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all attorney's fees, legal or other expenses for collection, sale and delivery, apply the remaining proceeds of any sale to pay (or hold as a reserve against) any of the Liabilities.
- (b) except to the extent limited by non-waivable provision of statute, CITY shall not be liable to any person whatsoever, for, or in connection with, the exercise, method of exercise, delay or failure to exercise any of the remedies provided for herein, and BORROWER shall indemnify, and agrees to hold harmless and waives and releases CITY from any and all claims, liabilities, actions, costs, suits, demands, damages or losses, whatsoever occurring on account of or in connection with such exercise, method of exercise, delay or failure to exercise.
- (c) In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code ("the Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any

automatic stay imposed by Section 362 of the Code (or any Successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided in this AGREEMENT, and any documents referred to in this AGREEMENT (as currently in effect, as might be modified, or otherwise) and as otherwise provided by law. BORROWER agrees not to contest the validity or enforceability of this Section 19(c).

- 19. **NOTICES** Any notices required to be given to BORROWER shall be deemed reasonably and properly given if mailed at least twenty (20) days before any action contemplated in such notice shall be taken, postage prepaid, addressed to BORROWER at the address set forth in the introduction to this AGREEMENT.
- 20. **WAIVERS; INVALIDITY** No delay or failure by CITY in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by CITY of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy provided for in this AGREEMENT shall not preclude CITY from exercising or enforcing the same at any time or time thereafter.

If any provision of this AGREEMENT shall be held for any reason to be invalid, illegal or unenforceable in any respect, such impairment shall not affect any other provision hereof.

IT IS EXPRESSLY AGREED BY BORROWER AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY BORROWER OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS AGREEMENT OR THE LIABILITIES, BORROWER FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

21. **EXPENSES** BORROWER agrees to pay or reimburse CITY, immediately upon demand at any time or times, for all expenses incurred to perfect, protect and maintain continuously perfected CITY'S security interest and the priority thereof, in the Collateral, or to preserve, process, develop, maintain, protect, care for or insure any Collateral, or in the taking, holding preparing for sale, lease or other disposition, selling, leasing or otherwise disposing of the Collateral, or any other action taken by CITY to enforce or exercise its rights or remedies under this AGREEMENT, including without limitation reasonable attorney's fees, filing fees, documentary recordation taxes, appraisal charges and storages costs. If CITY advances any sums for such purposes,

BORROWER shall reimburse CITY therefore on demand, and such advance(s) shall bear interest at two percent (2%) per annum over the highest rate then payable on any of the Liabilities from the date(s) of such advance(s) and both the amount of such advance(s) and such interest shall constitute part of the Liabilities secured hereby.

- 22. **LEGAL EFFECT** This AGREEMENT binds and inures to the benefit of CITY, BORROWER, and their respective heirs, executors, administrators, representatives, successors and assigns.
- 23. **CONSTRUCTION** Whenever used in this AGREEMENT, unless the context clearly indicates a contrary intent:
- (a) "BORROWER" shall mean each person (whether individual, corporation, partnership or unincorporated association) who executed this AGREEMENT, and any subsequent owner of the Collateral, and its or their respective heirs, executors, administrators, successors and assigns;
- (b) "CITY" shall mean CITY of Scranton and its successors and assigns;
 - (c) the use of any gender shall include all genders;
- (d) the singular shall include the plural, and the plural shall include the singular; and,
- (e) if BORROWER is more than one person, all agreements, conditions, covenants and provisions of this AGREEMENT shall be joint and several undertaking of each of them and shall bind each of them as fully as though each of them were named specifically herein wherever "BORROWER" is used,
- AUTHORIZATION BORROWER'S execution, delivery, and performance of the AGREEMENT and all other related documents has been duly authorized by all necessary actions on the part of BORROWER, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute default under (1) any other agreements or other instruments binding upon BORROWER or (2) any law, governmental regulation, court decree, or other order applicable to BORROWER or to BORROWER'S properties. BORROWER has the power and authority to enter into this Agreement and to grant Collateral as security for the Liabilities. BORROWER has the further power and authority to own and to hold all of BORROWER'S assets and properties and to carry on BORROWER'S business as presently conducted.

- 25. <u>APPLICABLE LAW</u> This AGREEMENT shall be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania. All terms used herein shall have the meanings given to them by the Pennsylvania Uniform Commercial Code, to the extent not otherwise defined herein.
- 26. **ENTIRE AGREEMENT** This AGREEMENT and the documents executed and delivered pursuant hereto, constitute the entire agreement of the parties and may be amended only by writing signed by or on behalf of each party.

ATTEST:	BORROWER:
	Dr. Mary Grace Rizzo-Fryzel, DMD
	By:`
	Owner
	Date:

GUARANTY

Pursuant to this Guaranty dated the ____ day of _______, 2019 the undersigned, Dr. Mary Grace Rizzo-Fryzel DMD, (GUARANTOR) 30 Birch Hill Road, South Abington TWP Pa 18411, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the principal debtor, Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry, and all of its liabilities to the City as set forth in that certain Loan to Grant Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry, in the amount of One Hundred Forty Thousand Dollars (\$140,000.00).

This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless whether or not all indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the CITY, and such revocation shall not be effective as to indebtedness existing or committed for at the time of actual receipt of such notice by the CITY, or as to any renewals, extensions and re-financings thereof.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry, and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

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

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

If any of the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry, liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry, liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

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

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

CONFESSION OF JUDGMENT. (a) **GUARANTOR COVENANTS** AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY ("RIZZO-FRYZEL DENTAL GROUP, PLLC, DBA ELECTRIC CITY DENTISTRY,") CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON RIZZO-FRYZEL DENTAL GROUP, PLLC, DBA ELECTRIC CITY DENTISTRY LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUARANTOR, FOR PRINCIPAL AND INTEREST ON RIZZO-FRYZEL DENTAL GROUP, PLLC, DBA ELECTRIC CITY DENTISTRY LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

Dr.	Mary	Grace	Rizzo-	Fryzel	DMD,
$\mathbf{D}\mathbf{A}'$	ľE:				

So long as the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry or out of the property of the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry.

A subsequent Guaranty by the undersigned or any other guarantor of the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

It is expressly agreed by the Guarantor and City that in any action or proceeding brought by the Guarantor or otherwise commenced against City arising out of or based upon any provision of this Guaranty the Guarantor, jointly and/or severally for the undersigned, and the Guarantor's heirs, Executors, Administrators, Successors and Assigns hereby waives any right to trial of any issue of fact by jury, whether such trial by jury is provided for by law, equity or applicable rule of civil procedure

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

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Dr. Mary Grace Rizzo-Fryzel DMD,

DATE

Commonwealth of Pennsylvania

SS:

County of Lackawanna

On this, the ______ day of ______ 2019, before me, a Notary Public, the undersigned Officer, personally appeared Dr. Mary Grace Rizzo-Fryzel DMD, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Title of Officer

GUARANTY

Pursuant to this Guaranty dated the _____ day of ________, 2019 the undersigned, David Fryzel (GUARANTOR) 30 Birch Hill Road, South Abington TWP Pa 18411, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the principal debtor, Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry, and all of its liabilities to the City as set forth in that certain Loan to Grant Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry in the amount of One Hundred Forty Thousand Dollars (\$140,000.00).

This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless whether or not all indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the CITY, and such revocation shall not be effective as to indebtedness existing or committed for at the time of actual receipt of such notice by the CITY, or as to any renewals, extensions and re-financings thereof.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry, and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

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

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If any of the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry, liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry, liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

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

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

CONFESSION OF JUDGMENT. **GUARANTOR COVENANTS** (a) AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY ("ELECTRIC CITY DENTISTRY,") CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING GUARANTOR HEREBY IRREVOCABLY ATTORNEY: (I) OF WARRANT AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON ELECTRIC CITY DENTISTRY LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUARANTOR, FOR PRINCIPAL AND INTEREST ON ELECTRIC CITY DENTISTRY LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

David Fryzel,		
DATE:	 	

So long as the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry or out of the property of the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry.

A subsequent Guaranty by the undersigned or any other guarantor of the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the Rizzo-Fryzel Dental Group, PLLC, dba Electric City Dentistry liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

It is expressly agreed by the Guarantor and City that in any action or proceeding brought by the Guarantor or otherwise commenced against City arising out of or based upon any provision of this Guaranty the Guarantor, jointly and/or severally for the undersigned, and the Guarantor's heirs, Executors, Administrators, Successors and Assigns hereby waives any right to

trial of any issue of fact by jury, whether such trial by jury is provided for by law, equity or applicable rule of civil procedure.

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

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

David Fryzel,		DATE
Commonwealth of Penr		
County of Lackawanna	ss:	
Notary Public, the undo known to me (or satisfa	ersigned Officer, persona actorily proven) to be the instrument, and acknow	2019, before me, a ally appeared David Fryzel, e person whose name is are wledged that he executed the
In Witness Where	, I hereunto set my hand	and official seal.
		,
	Title of	Officer



DEPARTMENT OF LAW

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

November 7, 2018

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

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON'S BUSINESS AND INDUSTRY LOAN TO GRANT PROGRAM, PROJECT NO.150.45 IN AN AMOUNT NOT TO EXCEED \$140,000.00 TO RIZZO-FRYZEL DENTAL GROUP, PLLC, DBA (ELECTRIC CITY DENTISTRY) TO ASSIST AN ELIGIBLE PROJECT.

Respectfully,

Jessiga L. Eskra, Esquire City Solicitor

JLE/sl

RESOLUTION NO.	
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2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MULTI-BRIDGE ("BRIDGE BUNDLING") PROJECTS AGREEMENT BY AND BETWEEN THE COMMONWEALTH OF PENNSYLVANIA ACTING THROUGH THE DEPARTMENT OF TRANSPORTATION ("DEPARTMENT") AND THE CITY OF SCRANTON ("CITY OF SCRANTON") FOR COMMONWEALTH'S PERFORMANCE OF CITY OF SCRANTON-OWNED BRIDGE PROJECTS,

WHEREAS, the General Assembly enacted Act 89 of 2013 ("Act 89"), 74 Pa.C.S.

Chapter 93, which established a bridge bundling program that permits an increased state share of costs for municipalities to use in offsetting the local share of the costs by removing, rehabilitating or replacing eligible bridges. Consequently, up to one hundred percent of the cost of removing, rehabilitating or replacing eligible bridges may be funded with either federal or state funds or a combination of both; and

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania ("General Assembly") has appropriated funds for removal or replacement of eligible bridges under the jurisdiction of local governments. The funds appropriated by the General Assembly reimburse a portion of the costs of bridge projects with the balance of the funding being provided by the local governments. The total project cost is estimated at \$23,400,000, of which the Department shall pay ninety-five percent (95%) of the total costs, and the City is required to provide the remaining five percent (5%) estimated to total \$1,170,000; and

WHEREAS, the City is willing to have the Department assume responsibility for the design and construction of the Project. The Department is willing to assume responsibility for the design and construction of the Project subject to the City assuming jurisdiction over and maintenance responsibility for the completed Project improvements; and

WHEREAS, the Bridges included in the Multi-Bridge Project are the West Lackawanna

Avenue Bridge over the railroad, Elm Street Bridge over Lackawanna River, North Main

Avenue Bridge over Leggetts Creek, and Parker Street over Lackawanna River.

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 Multi-Bridge ("Bridge Bundling") Projects Agreement, Reimbursement Agreement No. 04M173, by and between the Commonwealth of Pennsylvania, acting through the

Department of Transportation ("DEPARTMENT") and the City of Scranton ("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.

REIMBURSEMENT AGREEMENT NO. <u>04M173</u> FID NO. <u>24-60000704</u> SAP VENDOR NO. <u>141721</u> MPMS NO. <u>7764, 106314, 7911, 80797</u> RELATED ECMS AGREEMENT NO. <u>E03926</u>

MULTI-BRIDGE ("BRIDGE BUNDLING") PROJECTS AGREEMENT

This Multi-Bridge ("Bridge Bundling") Projects Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Transportation ("Department"),

and

City of Scranton, a political subdivision of Pennsylvania, acting through its proper officials ("Local Project Sponsor").

BACKGROUND

The General Assembly of the Commonwealth of Pennsylvania ("General Assembly") has appropriated funds for removal or replacement of eligible bridges under the jurisdiction of local governments. The funds appropriated by the General Assembly reimburse a portion of the costs of bridge projects with the balance of the funding being provided by the local governments.

In addition, the General Assembly enacted Act 89 of 2013 ("Act 89"), 74 Pa.C.S. Chapter 93, which established a bridge bundling program that permits an increased state share of costs for municipalities to use in offsetting the local share of the costs by removing, rehabilitating or replacing eligible bridges. Consequently, up to one hundred percent of the cost of removing, rehabilitating or replacing eligible bridges may be funded with either federal or state funds or a combination of both.

The Local Project Sponsor is willing to have the Department assume responsibility for the design and construction of the Project. The Department is willing

to assume responsibility for the design and construction of the Project, subject to the Local Project Sponsor assuming jurisdiction over and maintenance responsibility for the completed Project improvements.

Pursuant to Section 2001.1 of the Administrative Code of 1929, as amended, 71 P.S. § 511.1, the Department has the power to enter into agreements with political subdivisions for any purpose connected in any way with the Department and pursuant to Section 2002(a)(7) of the Administrative Code of 1929, as amended, 71 P.S. § 512(a)(7), has the power to cooperate with political subdivisions in the coordination of plans and policies for the development of commerce and facilities. Pursuant to Section 2305 of the General Local Government Code, as amended, 53 Pa.C.S. § 2305, the Local Project Sponsor can delegate any function, power, or responsibility to another governmental unit upon passage of an ordinance by its governing body.

The parties, intending to be legally bound, agree as follows:

1. GENERAL PROVISIONS

The Department shall perform and complete the design and construction, as outlined in this Agreement, for the Project in accordance with plans, policies, procedures and specifications prepared and/or approved by the Department and with the conditions of this Agreement. The bridges to be included in the Project are set forth on Exhibit A. A total Project cost shall be included in Exhibit A.

2. TRANSFER OF RESPONSIBILITY FOR PROJECT

The Local Project Sponsor shall transfer to the Department all responsibilities for design, design development activities, right-of-way acquisition, utility relocation coordination, contract development, letting and award, construction, construction inspection and all other activities incidental to the design and construction of the Project and to utilize the funds being made available for the Project, to cover the total allowable costs of design, design development activities, construction, construction inspection and

all other activities incidental to the design and construction of the Project. The Local Project Sponsor authorizes the Department and its consultants, subconsultants, contractors, subcontractors and suppliers to enter upon the Local Project Sponsor's property to perform any work necessary for or in furtherance of the Project. Following completion of Project construction, the Local Project Sponsor shall assume jurisdiction over and maintenance responsibility for the improvements, as specified below in Section 15.

3. TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date (as defined below) and shall remain in effect until terminated by either party as defined in this Agreement. The Effective Date shall be the date that this Agreement is fully executed by the Local Project Sponsor and the Department and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, the Commonwealth will insert the Effective Date at the top of Page 1.

4. DESIGN

- (a) The Department Design Requirements. The Department, with its own forces or by contract, shall design the Project. The design shall be in accordance with plans, policies, procedures and specifications prepared or approved by the Department, including, but not limited to, the most current editions of the following documents:
 - (1) The Department Design Manuals (Publication Nos. 10, 10A, 10B, 10C, 10X, 13M, 14M, 15M, 16 and 24);
 - (2) The Department Policy Letters;

- (3) The Department Form No. 442, Bureau of Design Specifications for Consultant Agreements, Division I; and,
- (4) The Department Publication No. 408, Specifications, its amendments and supplements (collectively referred to hereafter as "Publication 408").
- Approvals, Permits and Licenses. The Department shall, on behalf of the (b) Local Project Sponsor and in the Local Project Sponsor's name, prepare all applications for necessary approvals, permits and licenses from all other governmental agencies as may be required to complete the Project. This obligation shall include the responsibility for preparing or revising environmental reports or other documents such as environmental impact statements required by law. The Local Project Sponsor shall cooperate with the Department as necessary in applying for the approvals, permits and licenses, shall submit the appropriate permit applications as prepared by the Department and shall be responsible for defense of any environmental litigation resulting from the planning, design or construction of the Project. The Local Project Sponsor shall submit all necessary permits prepared by the Department and shall furnish the Department with copies of any approvals, permits, licenses and approved environmental documents obtained from other agencies or entities.

RIGHT-OF-WAY ACQUISITION

The Department certifies that, as delegated to the Department by the Local Project Sponsor pursuant to ordinance, such ordinance to be adopted by the Local Project Sponsor within ninety (90) days of the execution of this Agreement, or by such other legally appropriate procedure as the parties may agree to in advance, the Department shall acquire all right-of-way necessary to construct this Project in accordance with all state laws, policies and procedures pertinent to right-of-way

acquisition; the most current version of the Department Publication No.378, Right of Way Manual. The cost of such right-of way shall be an eligible Project cost.

6. UTILITY CONSIDERATIONS

- (a) Project Plans. The Department shall furnish Project plans to utilities known to have facilities within the Project limits on both state highways and local roads and to all other utilities subsequently discovered within the Project limits.
- (b) Relocation or Adjustment of Existing Facilities. The Department shall be responsible for the necessary arrangements for the relocation or adjustment of any existing utility facilities to be made in the Local Project Sponsor's name and on the Local Project Sponsor's behalf as required by the Project in accordance with the Department's own procedures and applicable guidelines concerning relocation and accommodation of utilities.
- (c) Local Project Sponsor's Reimbursement Obligation. If any affected utility claims that the Local Project Sponsor is responsible for reimbursing the affected utility for its utility relocation costs pursuant to applicable state or local laws in effect when this Agreement is executed, the Department shall work with the Local Project Sponsor to obtain Form 4181-A, Preliminary Estimate for Utility Relocation. The utility shall prepare the form, which shall be accompanied by documentation justifying the Local Project Sponsor's legal obligation to reimburse the utility for utility relocation costs incurred by the utility. The Department, after review and approval of the cost estimates and documentation, will draft the necessary reimbursement agreement into which the Local Project Sponsor and the utility will enter. The Department shall submit the agreement to the Local Project Sponsor for execution by the parties.

- (d) Relocation of Local Project Sponsor's Utilities. If the Local Project Sponsor owns or operates the existing utility facilities, the Local Project Sponsor shall request the Department to prepare an amendment to this agreement to address the costs associated with the relocation of said facilities, if not addressed herein. The amendment shall acknowledge that the relocation costs are Project-eligible costs.
- (e) Utility Clearance Certification. Prior to advertising the Project for letting, the Department shall prepare a Utility Clearance Certification, Form D-419, attesting that all arrangements have been made for the relocation of all known utility facilities affected by the Project, and which shall include a description of the written arrangements made with each of the utilities for the relocation of facilities in a manner that will not impede Project construction.
- (f) Accommodation of Utilities. The Local Project Sponsor acknowledges that all utility facilities transferred to or remaining at a location within the right-of-way of a federal aid highway shall be accommodated in accordance with the most current version of: 23 C.F.R. Part 646; the Federal-Aid Policy Guide Chapter I, Subchapter G, Part 645, Subpart B, Accommodation of Utilities, and all subsequent amendments; and, if the utility facilities are being transferred to or remaining at a location within the right-of-way of a state federal-aid highway, 67 Pa Code Chapter 459.
- (g) Utility Reimbursement. If the Agreement terminates for lack of activity or failure to complete the Project, as provided in Section 14 of the Agreement, after any utility has been authorized to proceed with its relocation work, the utility shall be reimbursed for its actual and related indirect costs of work completed at the time of termination, plus any additional expenses incurred by the utility in restoring its system to

normal operation conditions.

7. APPLICATION TO PUBLIC UTILITY COMMISSION

The Department, in the name of and on behalf of the Local Project Sponsor, shall, as necessary, prepare such application to the Pennsylvania Public Utility Commission ("PUC") as required for the construction and completion of the Project and provide it to the Local Project Sponsor to submit to the PUC. If the Project is a rail-highway crossing bridge under the jurisdiction of the PUC, the Department and the Local Project Sponsor agree to the following:

- (a) Railroad Costs Applied to Project. The Department shall apply any costs contributed voluntarily by a railroad, or allocated to the railroad by the PUC, to help defray the cost of the Project to the Local Project Sponsor's share of the Project cost. If the railroad share exceeds the Local Project Sponsor's share, the excess shall be applied first to the Department's share, if any, and second to the remaining portion of the Project costs.
- (b) Shared Costs for Railroad. If the PUC allocates costs to a railroad, and the railroad does not voluntarily agree to contribute the costs allocated to it by the PUC, these costs shall be shared as specified in Section 6 and 8 of this Agreement.
- (c) Local Project Sponsor Financial Responsibility. If the PUC allocates costs to the Department in excess of the Department's share or the remaining part of the Project costs identified in subsection (1) above, the Local Project Sponsor shall pay these excess costs.

8. RAILROAD CONSIDERATIONS

The Department shall furnish Project plans to any railroads known to have facilities within the Project limits.

- (a) Railroad Design Criteria. The Department shall coordinate with the railroad(s) to determine railroad design criteria, arrange for protective services as needed and determine levels of insurance that will be required for the completion of the Project.
- (b) The Department Forms. The Department shall coordinate with the railroad(s) to ensure that the Department forms D-4279 and D-4279A are completed by the railroad(s) and returned to the Department.
- (c) Railroad Special Provisions. The Department shall include all railroad special provisions, including, but not limited to, insurance requirements, right-of-entry requirements and private crossing requirements, in the Project bid package.
- (d) Letter of Adjustment. If there are railroad costs that are Project eligible, they shall be addressed through either a letter of amendment or a letter of adjustment, as provided in Section 12 of the Agreement.
- (e) Reimbursement Agreement. The Department, after review and approval of the cost estimates and documentation, shall draft the necessary reimbursement agreement to be entered into between the Local Project Sponsor and the railroad and will forward the agreement to the Local Project Sponsor for execution. A copy of the executed agreement shall be returned to the Department.

9. CONTRACT DEVELOPMENT

The Department shall be responsible for all work involved with contract development, including preparation of all plans, specifications and estimates and bid proposal documents required to bid the Project. All bid documents shall require the contractor to be prequalified by the Department.

10. LETTING AND AWARD

- (a) Advertisement, Contract Execution and Notice to Proceed. The Department shall advertise for bids, open bids and, following concurrence by the Local Project Sponsor, award the construction contract to the lowest responsive and responsible bidder in accordance with applicable state and federal laws and requirements, including, but not limited to, Section 512 of the Commonwealth Procurement Code, 62 Pa. C.S. § 512, and the applicable sections of Publication 408. The Department shall execute the contract and issue the notice to proceed.
- (b) Contractor's Insurance. The Department shall require its contractor to include the Local Project Sponsor as an additional insured under the contractor's policies providing public liability insurance for bodily injury, including death, and property damage. The amount of such coverage shall be equivalent to the amount of coverage that the Department requires the contractor to maintain for the Department as an additional insured. If the Local Project Sponsor so requests, the Department shall have its contractor, prior to construction, furnish to the Local Project Sponsor a copy of the current certificate of insurance showing the required coverages and provisions.

11. CONSTRUCTION INSPECTION

The Department, with its own forces or by contract, shall provide staff to inspect and supervise adequately all construction work in accordance with the approved plans and specifications, including, but not limited to, Publication 408, to assure that all labor and materials furnished under and by virtue of this Agreement is in strict and complete conformity to these plans and specifications. The Department, in accordance with applicable policies and procedures, shall determine the level of inspection and the number of inspectors required for each project, as well as the qualifications required for

the inspectors. If inspection of the work performed on the Project reveals defects, malfunctions, or other unsuitable, substandard or inadequate conditions, then the Department reserves the right to require it to be reperformed by the contractor at no cost to either the Department or the Local Project Sponsor.

12. PAYMENT PROCEDURES AND RESPONSIBILITIES

- (a) The Department Incurred Costs. Because the Local Project Sponsor is agreeing to transfer to the Department all responsibility for performance and completion of the design and construction of the Project, as provided above in Section 2, the Department shall access and utilize the federal and state funds authorized and made available for this Project, to cover up to ninety-five percent (95%) of the total allowable Project costs as set forth on Exhibit A and the Local Project Sponsor shall provide the remaining five percent (5%) funding contribution to the Department. The Department-incurred costs being funded under this Agreement shall consist of the following items:
 - (1) Allowable costs for work performed by the Department's own forces on the Project.
 - (2) Work performed on the Project by the Department's contractor(s) or consultant(s).
 - (3) Costs incurred in acquisition of right-of-way, as set forth above in Section 5.
 - (4) Costs incurred in relocating utilities, as set forth above in Section 6.
- (b) Local Project Sponsor Contribution. Upon completion of each phase of the Project for each individual bridge, which includes but is not limited to, Preliminary Engineering, Final Design, Right-of-Way Acquisition, Utility

Coordination, and Construction, the Department shall invoice the Local Project Sponsor for its five percent (5%) contribution for the completed phase of the Project. The Local Project Sponsor shall make payment to the Department within thirty (30) days of receiving the Department's invoice. If the Local Project Sponsor fails to make payment, the Local Project Sponsor shall be in default pursuant to Section 18 below.

- (c) Design and Construction. The Department shall manage and administer the design and construction of the Project, including, but not limited to, the processing of invoices for payment, through its Engineering and Construction Management System and in conformance with other the Department policies and procedures governing project management and payment of the Department consultants and contractors.
- (d) Letter of Adjustment. Total costs pursuant to this Agreement shall not exceed total dollars set forth in Exhibit A. Any increase or decrease in costs of individual bridges set forth in Exhibit A shall be made at the discretion of the Department. Any increase or decrease to the total cost of this Agreement shall be processed by a letter of adjustment with notification to the Local Project Sponsor, with appropriate copies provided to necessary Commonwealth fiscal personnel. A sample letter of adjustment is attached as Exhibit B. Adequate funds must be available for any upward adjustment in the amount of total funds for the Project.
- (e) Letter of Amendment. Any change in the bridges to be included in the Project, as identified in Exhibit A, shall be processed by a letter of amendment. A letter of amendment shall not be effective until signed and dated by duly authorized representatives of the Local Project Sponsor, the Department, the Department's Office of Chief Counsel, and the Office of Comptroller Operations. A sample letter of amendment is attached

hereto as Exhibit C. If the change in identified bridges results in an increase in Project costs, adequate funds must be available before the parties may execute a letter of amendment, specifying a new bridge list and new total cost for this Agreement.

- (f) Project Exceeds the Costs. If the costs of the Project exceed the available funds, the Department reserves the right to modify the scope of the Project, subject to the approval of the Local Project Sponsor, as set forth in subsection (e) above.
- (g) Extra Work. The Department shall not provide any additional or extra work done or materials furnished, not specifically provided for in the approved plans and specifications, unless the Department, at the Local Project Sponsor's request, has first approved such additional or extra work or materials in writing.
- (h) Standard Provision Updated. If there are changes to any Standard Provisions that need to be addressed at the time of a letter of amendment, as described in subsection (d), the parties can incorporate those updated Standard Provisions by noting the incorporation and attachment of such Standard Provisions to such letter of amendment. For the purposes of this subsection, Standard Provisions consist of those provisions, exhibits or clauses required to be included in Commonwealth agreements pursuant to federal or state law or Commonwealth Management Directives, including, but not limited to: Americans with Disabilities Act, Right-to-Know Law, Contractor Integrity, Contractor Responsibility, Offset, Federal Nondiscrimination, Commonwealth Nondiscrimination/Sexual Harassment, Disadvantaged Business Enterprise Regulatory Compliance Requirements, Disadvantaged Business Enterprise Assurance, Lobbying, Federal Funding Accountability and Transparency Act, and Federal Audit

Requirements. Changes that would otherwise require only a letter of adjustment as detailed in subsection (d) will need a letter of amendment as detailed in subsection (a) if one of these Standard Provisions needs updating.

(i) Amendments and Modifications. All other changes to terms and conditions of this Agreement must be in the form of a fully executed formal amendment signed by the same entities that executed this Agreement.

13. STATUS REPORTS

The Department, if requested by the Local Project Sponsor or as the Department otherwise deems appropriate, shall inform the Local Project Sponsor periodically of the status of the Project. Examples of the information that the Department may provide are: the amount of work completed, the amount of work remaining to be done, the costs incurred and payments made by the Department, and any problems encountered during the course of work.

14. ABANDONMENT OR POSTPONEMENT OF PROJECT

(a) Termination. If the Local Project Sponsor wants the Project abandoned or indefinitely postponed, it may terminate this Agreement by sending the Department a thirty- (30-) day written notice of termination. By sending the written notice of termination, the Local Project Sponsor acknowledges that the federal funding will not participate in any costs of a project that is not completed, and that the Local Project Sponsor must reimburse the Department for all costs incurred by the Department for the Project. The Local Project Sponsor shall reimburse the Department, within forty-five (45) days of receipt of a statement from the Department, in an amount equal to all costs incurred by the Department under this Agreement prior

to receipt of the notice of termination.

(b) Failure to Reimburse. If the Local Project Sponsor fails to reimburse the Department within the period specified above in subsection (a), the Local Project Sponsor shall be in default pursuant to Section 18 below.

15. MAINTENANCE AND OPERATION OF FACILITY

- (a) Maintenance Program. The Local Project Sponsor, at its sole cost and expense, shall operate and maintain all of the completed improvements financed under this Agreement that fall within its jurisdiction. All stormwater and drainage facilities constructed or improved in connection with the Project are within the Local Project Sponsor's jurisdiction. The Local Project Sponsor shall establish a formalized maintenance program to ensure an acceptable level of physical integrity and operation consistent with original design standards. The Local Project Sponsor certifies that it shall make available sufficient funds to provide for the described maintenance program. This maintenance program shall include, but not be limited to, the following activities:
 - (i) Periodic inspections in accordance with National Bridge Inspection
 Standards;
 - (ii) Appropriate preventative maintenance;
 - (iii) A systematic record-keeping system; and
 - (iv) A means to handle the notification and implementation of emergency repairs.
- (b) Disqualification of Future Projects. The Local Project Sponsor acknowledges that the Department may disqualify the Local Project Sponsor from future federal-aid or state participation on Local Project

Sponsor-maintained projects if the Local Project Sponsor fails to:

- (i) Provide for the proper maintenance and operation of the completed improvements; or
- (ii) Maintain and enforce compliance with any statutes, regulations ordinances or permits necessary for the operation of the improvements under its jurisdiction.
- (c) Withholding Funds. The Local Project Sponsor acknowledges that the Department shall withhold federal-aid or state funds, or both, until one or both of the following (as applicable) have taken place:
 - (i) The Local Project Sponsor has corrected the maintenance and operation services to a condition of maintenance and operation satisfactory to the Department.
 - (ii) The Local Project Sponsor has brought traffic operations on the improvements, including enforcement of statutes, regulations or ordinances, up to a level satisfactory to the Department.
- (d) Traffic Control Devices. The Local Project Sponsor shall comply with all applicable statutes and regulations relating to traffic control devices, including, but not limited to, 75 Pa. C.S. § 6109 and 67 Pa. Code § 212.5.
- (e) Reimbursement of Maintenance Costs. This Agreement is without prejudice to the right of the Local Project Sponsor to receive reimbursement for maintenance costs from any railroad or party other than the Department, if so ordered by the PUC, where a rail-highway crossing bridge is under the jurisdiction of the PUC.

16. INDEMNIFICATION

The Local Project Sponsor shall indemnify and (if requested) defend the Commonwealth of Pennsylvania, the Department, the FHWA (if applicable) and all of their officers, agents and employees from all suits, actions or claims of any character, name or description, including, but not limited to, those in eminent domain or otherwise relating to title to real property, brought for or on account of any injuries or damages received or sustained by any person, persons or property, arising out of, resulting from or connected with the occupancy, use, operation, maintenance and/or any other activities, following completion and final inspection and acceptance by the Department and by the Local Project Sponsor of the Project or the improvements that it comprises, by the Local Project Sponsor and/or its officers, agents and employees, whether the same be due to defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the Local Project Sponsor and/or its officers, agents and employees, during the performance of the work or thereafter, or to any other cause whatever.

17. NO THIRD-PARTY BENEFICIARIES

This Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

18. WITHHOLDING OF LIQUID FUELS FUNDS

If the Local Project Sponsor shall fail to perform any of the terms, conditions or provisions of the Agreement, including, but not limited to, any default of payment for a period of forty-five (45) days, the Local Project Sponsor authorizes the Department to withhold so much of the Local Project Sponsor's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse the Department in full for all

costs due hereunder; and the Local Project Sponsor does hereby and herewith authorize the Department to withhold such amount and to apply such funds, or portion thereof, to remedy such default.

19. REQUIRED CONTRACT PROVISIONS

All designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, shall at all times conform to all applicable federal and state laws, rules, regulations orders and approvals, including specifically the procedures and requirements relating to labor standards, wages, equal employment opportunity, nondiscrimination, sexual harassment, contractor integrity, contractor responsibility, offset of state tax liability and other obligations to the Commonwealth, compliance with the Americans with Disabilities Act, antisolicitation, information, reporting provisions, and if federal funds are used on the project, auditing requirements.

20. RIGHT TO KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Local Project Sponsor shall comply with, the clause entitled *Contract Provisions – Right to Know Law*, attached as Exhibit D. As used in this exhibit, the term "Contractor" refers to the Local Project Sponsor.

21. FEDERAL PROVISIONS

If federal funds are used for this Project, the Local Project Sponsor shall comply, and shall cause its consultant(s) and contractor(s) to comply, with the provisions referenced in this section. As used in these provisions, the term "Contractor" or "Grantee" or "Subreceipient" means the Local Project Sponsor.

(a) Lobbying Certification: Public Law 101-121, § 319, 31 U.S.C. § 1352, prohibits the recipient or any lower tier subrecipients of a federal contract, grant, loan or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan or the entering into of any cooperative agreement. The Local Project Sponsor shall comply with the Lobbying Certification Form attached as Exhibit E, which an authorized official of the Local Project Sponsor has executed.

- (b) Federal Funding Accountability and Transparency Act: The Local Project Sponsor shall comply with the Federal Funding Accountability and Transparency Act provisions, attached as Exhibit F.
- (c) U.S. Department of Transportation Title VI Assurances. Where the Project is federally funded, the MUNICIPALITY agrees that, as a condition to receiving federal financial assistance from the United States Department of Transportation through the FHWA, it is subject to and will comply with the Standard Title VI/Non -Discrimination Assurances, attached and made part of this Agreement as Exhibit G.

22. TERMINATION OF AGREEMENT FOR LACK OF FUNDS

The Department may terminate this Agreement if the Department does not receive the necessary federal or state funds allocated for the purposes stated in this Agreement. The Department shall accomplish any such termination by delivery to the Local Project Sponsor of a notice of termination, specifying the reason for termination and its effective date. Termination shall become effective as of the termination date specified in the Department's written notice of termination to the Local Project Sponsor specifying the reason for termination. The Department shall be compensated from the funds provided for the Project for all eligible work performed under this Agreement up to the date of the notice of termination, or such other date that the notice of termination

shall specify.

23. ORDINANCES AND RESOLUTIONS

The Local Project Sponsor shall enact any ordinances and adopt any resolutions, including, but not limited to, ordinances necessary to authorize The Department to act on the Local Project Sponsor's behalf with respect to acquisition of rights-of-way or applications to the PUC, as may be necessary to accomplish the purposes of this Agreement.

24. INTEGRATION CLAUSE

Upon execution, this document, together with all exhibits and attachments annexed hereto, shall constitute the entire understanding between the parties. All prior or contemporaneous agreements are hereby merged into this document. No amendment or modification of this document shall be valid unless it is in writing and duly executed and approved by the parties.

25. TITLES NOT CONTROLLING

Titles of the sections are for reference only, and shall not be used to construe the language in this Agreement.

26. SEVERABILITY

The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or the United States or of the laws of the Commonwealth of Pennsylvania the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement, and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

27. NO WAIVER

Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by any party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

28. OFFSET PROVISION

The Local Project Sponsor agrees that the Commonwealth of Pennsylvania may set off the amount of any state tax liability or other obligations of the Local Project Sponsor or its subsidiaries that is owed to the Commonwealth of Pennsylvania against any payments due the Local Project Sponsor under this or any other contract with the Commonwealth of Pennsylvania.

29. CHOICE OF LAW

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of law provisions).

30. INDEPENDENCE OF THE PARTIES

It is understood by and between the Parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between Local Project Sponsor and The Department, or as constituting The Department as the representative or general agent of Local Project Sponsor for any purpose whatsoever.

31. ASSIGNMENT

This Agreement may not be assigned by the Local Project Sponsor, either in

whole or in part, without the written consent of The Department.

32. NOTICES

All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the Parties at the following address, either by regular mail, e-mail, or delivery in person.

If to The Department:

Pennsylvania Department of Transportation
Engineering District 4-0
Attention: Jennifer Borino
55 Keystone Industrial Park
Dunmore, PA 18512
susawillia@pa.gov

If to the Local Project Sponsor
City of Scranton
Attention: Jessica Eskra, Esquire
340 North Washington Avenue
Scranton, PA 18503
jeskra@scrantonpa.gov

33. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, as supplemented, if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize

delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

		*LOCAL PROJECT SPONSOR	
		BY: Title:	DATE
authorized to do so by statute execution and attestation mus the blanks provided and date	e or regulation, the st accompany this all signatures.	nt on behalf of the Local Project Spons ne Local Project Sponsor's resolution a s Agreement; please indicate the signa	authorizing ers' titles in
DO NOT WRITE BE	LOW THIS LINI	EFOR COMMONWEALTH USE O	NLY
		COMMONWEALTH OF PENNS DEPARTMENT OF TRANSPOR	
		BY Deputy Secretary or Designee	DATE
APPROVED AS TO LEGALIT AND FORM	TY ·		
ВҮ		ВУ	
for Chief Counsel	DATE	for Comptroller Operations	DATE
BY:			
Deputy General Counsel	DATE		
BY:			
Deputy Attorney General	DATE	Encumbrance No.	
18-AT-59.0-007			

Agreement No. 04M173 is split 80%, expenditure amount of \$18,720,000.00, for federal funds and 20%, expenditure amount of \$4,680,000.00 for state funds. Funding shall be provided by use of appropriation for Local Project Sponsor paid directly to STATE. The related federal assistance program name and number is Surface Transportation Plan; Z240. The state assistance program name and number is State Bridge Funds-Local; 183. This paragraph does not affect the costs to the Local Project Sponsor. In the event this paragraph is altered in particular work orders to reflect changes in program names or numbers, the work order shall provide a

CITY OF SCRANTON

ATTEST:	
BY: Lori Reed, City Clerk	BY: William L. Courtright, Mayor
Date:	Date:
	BY: Roseann Novembrino, City Controller
	Date:
APPROVED AS TO FORM:	,
BY:	•
Date:	

paragraph cataloguing this type of information.

BRIDGES INCLUDED IN MULTI-BRIDGE PROJECT-CITY OF SCRANTON "EXHIBIT A"

Action	MPMS	BRKEY	BMS ID	Intersecting Feature	Construction	Design
Replace	7764	20895	35730212110002	Conrail	\$6,900,000.00	\$1,500,000.00
Replace	106314	20888	35730205130005	Lackawanna River	\$4,700,000.00	\$900,000.00
Replace	7911	20899	35730214140000	Leggetts Creek	\$2,500,000.00	\$900,000.00
Replace	80797	20905	35730216110001	Lackawanna River	\$5,000,000.00	\$1,000,000.00
			-			,
,						
			<u>L</u>	TOTAL	19,100,000.00	4,300,000.00

Design costs also reflect Right of Way and Utility costs

SAMPLE LETTER OF ADJUSTMENT

Date Municipality Name ATTN: Contact Address City, State Zip		
Re: Amendmen Agreement	(
Dear Local Project Sponsor(s):		
Per the terms of the subject a Project Cost Exhibit, with no change within the project as shown below and exhibit.	in the total Project costs, b	ill redistribute the costs in the current Estimated y increasing/decreasing the costs of the phases thed Exhibit "," which replaces the current
A 1 1 2 2 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2	Current Total Phase Cost	s New Potat Phase Costs
Preliminary Engineering	\$	A 7
Final Design	\$	
Utilities	\$	
Right-of-Way		
Construction	\$	
TOTAL PROJECT COST	· · · · · · · · · · · · · · · · · · ·	
TOTAL PROJECT COST	\$ &	
adjustment remain in full force and effor	ect.	diments (if any) not affected by this letter of
otherwise, the redistribution will be pro	ocessed as defalled above.	se contact us within ten (10) days of this notice;
This letter of adjustment is n letter of adjustment. The Department w	or effective until the Office vill forward reopy of the fully	of Comptroller Operations signs and dates this executed letter of adjustment for your files.
Sincerely,		
Project Manager	_	
(Asst.) District Executive Date		Office of Comptroller Operations Date

Exhibit B

%, expenditure amount of for state funds. The related federal assistance program and number is

is split

%, expenditure amount of

for federal funds

Reimbursement Amendment No.

. The state assistance program name and number is

and

SAMPLE LETTER OF AMENDMENT

Date

Municipality/Contractor Name ATTN: Contact Address City, State Zip

Re:

Amendment

(Amendment Letter Designation)

Agreement #

(Contract Number)

Dear

: (Mr./Ms. Name)

Per the terms of the subject agreement, the Department is willing to amend the terms by increasing the total project costs from \$ (current dollar amount) to \$ (new dollar amount), as shown in the attached Exhibit " ." This amendment will become effective once all required signatures are affixed to this document.

We are requesting your concurrence as to the amendment of it above referenced agreement. If you agree to the amendment, please indicate below by signing and not wour mile where indicated. Please attach a resolution verifying your authorization to sign this least fame thrent.

IF APPLICABLE: Since the date of the Original reemed, some standard provisions and accompanying exhibits have been updated; copies these reduced Exhibits are attached hereto and hereby supersede and replace the corresponding exhibit a general the Original Agreement.

Your response is required no later than

(Date).

On behalf of the above-named Municipality, I agge to the amendment of the above referenced agreement I agree to all terms and conditions included the subject agreement and all previous amendments thereto, if any.

Signature:

Title:

All terms and conditions of the agreement and its amendments (if any) not affected by this letter of amendment remain in full force and effect.

This letter of amendment is not effective until the Office of Comptroller Operations signs and dates this letter of amendment. The Department will forward a copy of the fully executed letter of amendment for your files.

Sincerely,

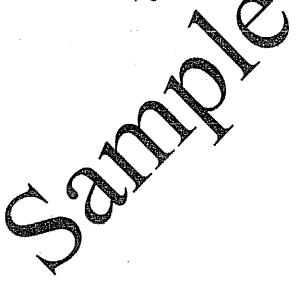
Name, Title Organization

Exhibit (

Approved for	Form	and	Legality:
--------------	------	-----	-----------

for Chief Counsel	Date
Comptroller Signature	Date

Reimbursement Amendment No. is split %, expenditure amount of for federal funds and %, expenditure amount of for state funds. The related federal assistance program name and number is ; . The state assistance program name and number is ; .



Exhibit_()

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- **4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- **5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- **6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at http://www.dgs.state.pa.us/ or contacting the:

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

LOBBYING CERTIFICATION FORM

(applies only if Agreement is Federally Funded)
[Exhibit needs to be printed, completed offline, and then scanned and attached]

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE:		
TITLE:		
DATE:		
	Exhibit . E	
Enclosure 1 to Management Directive 305.16 A		Page 1 of 1

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Subgrantee must complete Federal Funding Accountability and Transparency Act (FFATA) form attached here. This form is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA form will cause the inability of the Commonwealth to process this grant and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

- (a) Registration and Identification Information The Subgrantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration. Subgrantee must provide its DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with the signed grant agreement.
- (b) <u>Primary Location</u> Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.
- (c) <u>Compensation of Officers</u> Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if-
 - 1. the entity in the preceding fiscal year received
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$25,000,000 or more in annual gross revenues from Federal awards: and
 - c. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that Subgrantee provides such information responding to this question.

	<u> </u>
Exhibit	1

performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the
DUNS Number: DUNS Number +4 (if applicable) [INSTRUCTIONS: Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable. Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to their sub- grant agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.] PRIMARY LOCATION City: State: Zip+4: [INSTRUCTIONS: Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.] COMPENSATION OF OFFICERS Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name: Officer Name:
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City: State: Zip+4: [INSTRUCTIONS: Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.] COMPENSATION OF OFFICERS Officer 1 Name: Officer 2 Name: Officer 2 Name: Grantee must provide to the Commonwealth the primary location of performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.]
State: Zip+4: [INSTRUCTIONS: Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.] COMPENSATION OF OFFICERS Officer Name: Officer Compensation: Officer 2 Name: By marking the following box
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Officer 1 Name: Officer 1 Compensation: Officer 2 Name: By marking the following box
Officer I Compensation: Officer 2 Name: following box
Officer 3 Name: Officer 3 Compensation: Officer 4 Name: Officer 4 Compensation: Officer 5 Name: Officer 5 Compensation: Officer 5 Compensation: Officer 6 Compensation: Officer 7 Compensation: Officer 8 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation: Officer 9 Compensation:

[INSTRUCTIONS: Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

- (i) the entity in the preceding fiscal year received—
 - (1) 0 percent or more of its annual gross revenues in Federal awards; and
 - (11) 0,000 or more in annual gross revenues from Federal awards: and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

rs. 1 45 4	F
Exhibit	

The United States Department of Transportation (US DOT) Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A

General Assurance:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration."

Specific Assurance:

"The Commonwealth of Pennsylvania, Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§200d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

In addition to these assurances, please refer to the attached Appendices A, C, D, and E. Appendices A and E apply to this contract or agreement. Depending upon the nature of the activity, project or program for which Federal financial assistance is being provided under this contract or agreement, Appendices C and D may also apply.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- Compliance with Regulations: The contractor (hereinafter includes consultants) will
 comply with the Acts and Regulations relative to Non-discrimination in Federallyassisted programs of the U.S. Department of Transportation, Federal Highway
 Administration, as they may be amended from time to time, which are herein
 incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the nondiscrimination provision of this contract, the Recipient will impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit G

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Commonwealth of Pennsylvania, Department of Transportation, pursuant to the provisions of Assurance 7(a):

- The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs,
 personal representatives, successors in interest, and assigns, as a part of the consideration
 hereof, does hereby covenant and agree [in the case of deeds and leases add "as a
 covenant running with the land"] that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Commonwealth of Pennsylvania, Department of Transportation, will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- 3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation, will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation, and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

ExhibitG

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Commonwealth of Pennsylvania, Department of Transportation, pursuant to the provisions Assurance 7(b):

- 1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- 2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation, will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- 3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will there upon revert to and vest in and become the absolute property of Commonwealth of Pennsylvania, Department of Transportation, and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Exhibit 6

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage
 and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act
 of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of
 the terms "programs or activities" to include all of the programs or activities of the
 Federal-aid recipients, sub-recipients and contractors, whether such programs or activities
 are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on
 the basis of disability in the operation of public entities, public and private transportation
 systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131
 12189) as implemented by the Department of Transportation regulations at 49 C.F.R.
 parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Exhibit G

 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



DEPARTMENT OF LAW

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

November 8, 2018

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



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 MULTI-BRIDGE ("BRIDGE BUNDLING") PROJECTS AGREEMENT BY AND BETWEEN THE COMMONWEALTH OF PENNSYLVANIA ACTING THROUGH THE DEPARTMENT OF TRANSPORTATION ("DEPARTMENT") AND THE CITY OF SCRANTON ("CITY OF SCRANTON") FOR COMMONWEALTH'S PERFORMANCE OF CITY OF SCRANTON-OWNED BRIDGE PROJECTS.

Respectfully,

essica L. Eskra, Esquire

City Solicitor

ILE/sl

FILE OF THE COUNCIL NO. ____

20018

AN ORDINANCE

AUTHORIZING THE TRANSFER OF A VACANT PARCEL OF PROPERTY OWNED BY THE CITY OF SCRANTON TO THE LACKAWANNA COUNTY LAND BANK IN ACCORDANCE WITH THE INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE LAND BANK, LACKAWANNA COUNTY, CITY OF SCRANTON AND SCRANTON SCHOOL DISTRICT, PROPERTY MORE COMMONLY KNOWN AS 2935-2937 PITTSTON AVENUE, SCRANTON, PA 18505.

WHEREAS, the Land Bank, Lackawanna County, City of Scranton and Scranton School District all have joined to create stronger communities and in dealing with vacant, abandoned and tax delinquent properties, maintaining them and attempting to restore them to productive use; and

WHEREAS, the Lackawanna County Land Bank intends to market the parcel and get the property back on the tax rolls; and

WHEREAS, the Lackawanna County Land Bank at its October 12, 2018 meeting passed Resolution No. 18-031 approving the acquisition of the property located at 2935-2937 Pittston Avenue. A copy the Resolution and property description are attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the City of Scranton is hereby authorized to transfer that parcel of land more commonly known as 2935-2937 Pittston Avenue, Scranton, Pa. 18505 to the Lackawanna County Land Bank.

<u>SECTION 1</u>. The appropriate City officials are authorized to execute any and all documents necessary to effectuate this transfer.

SECTION 2. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such 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 3. This Ordinance shall become effective immediately upon approval.

SECTION 4. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of 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.

RESOLUTION NO. 18-031 OF THE LACKAWANNA COUNTY LAND BANK

RESOLUTION APPROVING THE ACQUISITION OF A PROPERTY FROM THE CITY OF SCRANTON

WHEREAS, in accordance with the Intergovernmental Cooperation Agreement, the County of Lackawanna, the City of Scranton and the Scranton School District wish to further the goals of the Lackawanna County Land Bank by returning vacant, tax delinquent, and abandoned property to productive use: and,

WHEREAS, the Land Bank Board of Directors in compliance with the Land Banks Policies and Procedures, based upon the recommendation of the staff in collaboration with the City of Scranton Advisory Committee as to the properties highest and best use; and,

WHEREAS, the City of Scranton owns a vacant parcel they wish to transfer ownership to the Lackawanna County Land Bank; and

WHEREAS, the Lackawanna County Land Bank intends to market said parcel for productive use and get the property back on the tax rolls,

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Lackawanna County Land Bank that:

- 1. The Lackawanna County Land Bank hereby approves the acquisition of the following property from the City of Scranton
 - a.) 2935-2937 Pittston Avenue, Scranton PA, 18505

Pin #: 16717020037

The Chairman is authorized to execute an agreement, deed and all other documentation necessary to effectuate the purpose of this Resolution which shall contain such terms and conditions as the Land Bank Solicitor shall deem necessary or appropriate to protect the interests of the Land Bank

ADOPTED at a scheduled meeting of the Lackawanna County Land Bank held on October 12, 2018

Patrick O'Malley, Chairm

Marion Gatto, Secretary

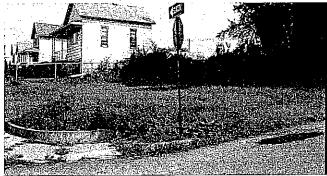
LAND BANK PROPERTIES FOR DISCUSSION LAND BANK MEETING OCTOBER 12, 2018

ADDITIONAL PROPERTY FOR CONSIDERATION FOR ACQUSITION FROM THE CITY OF SCRANTON. (PROPERTY PURCHASE APPLICATIONS RECEIVED)

Parcel Address: 2935-2937 Pittston Avenue

Parcel Pin #: 16717020037

Dimensions: 90x60 **Assessed Value:** \$2950



Land K. John Wed

The Land Bank has received a request from the City of Scranton to transfer ownership of this City owned property. According to the correspondence received from the City, this parcel was donated to the City in 2006. The lot is big enough to build on.

There is interest in the property and we have received one (1) application for this parcel as follows: A property purchase application was received on September 26, 2018 from Steven Coyne. Mr. Coyne would like to like to maintain it as greenspace for now. He would eventually like to build a home on the property.



DEPARTMENT OF LAW

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

October 29, 2018

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE TRANSFER OF A VACANT PARCEL OF PROPERTY OWNED BY THE CITY OF SCRANTON TO THE LACKAWANNA COUNTY LAND BANK IN ACCORDANCE WITH THE INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE LAND BANK, LACKAWANNA COUNTY, CITY OF SCRANTON AND SCRANTON SCHOOL DISTRICT, PROPERTY MORE COMMONLY KNOWN AS 2935-2937 PITTSTON AVENUE, SCRANTON, PA 18505.

Respectfully,

Jessica L. Eskra, Esquire

City Solicitor

JLE/sl

RECEIVED
OCT 2 9 2018

OFFICE OF CITY

FILE OF THE COUNCIL NO. ____, 2018

AN ORDINANCE

AUTHORIZING THE ISSUANCE OF A TAX AND REVENUE ANTICIPATION NOTE, SERIES OF 2019 IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$12,750,000; PROVIDING FOR THE DATED DATE, INTEREST RATE, MATURITY DATE, REDEMPTION PROVISIONS, PAYMENT AND PLACE OF PAYMENT IN RESPECT OF THE NOTE: ACCEPTING THE PROPOSAL ATTACHED HERETO AS EXHIBIT "B" FROM THE FINANCIAL INSTITUTION NAMED THEREIN FOR THE PURCHASE OF THE NOTE; NAMING A SINKING FUND DEPOSITARY/PAYING AGENT; AUTHORIZING THE PROPER OFFICERS OF THE CITY TO EXECUTE AND DELIVER THE NOTE AND CERTAIN OTHER DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE NECESSARY DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT OF THE COMMONWEALTH OF PENNSYLVANIA; SETTING FORTH A FORM OF THE NOTE.

WHEREAS, the City of Scranton, Lackawanna County, Pennsylvania (the "City"), is a home rule charter city operating under the Home Rule Charter and Optional Plans Law of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, the City anticipates receiving taxes and other revenues during the fiscal year ending December 31, 2019, which taxes and other revenues are currently uncollected; and

WHEREAS, the City has estimated, on a monthly basis, its expected taxes, revenues and expenditures for the fiscal year ending December 31, 2019, and has determined that during a portion of such fiscal year it will experience a "cumulative cash flow deficit" as such phrase is defined in the regulations promulgated under Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City has determined to borrow monies for the purpose of funding, in part, such cumulative cash flow deficit by issuing a note to be repaid from the anticipated taxes and revenues, all in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, Act 53 Pa.C.S., Chapters 80-82, as reenacted and amended (the "Debt Act"); and

WHEREAS, the City has received an acceptable proposal for the purchase of its Tax and Revenue Anticipation Note as hereinafter described; and

WHEREAS, as required by Section 8126 of the Debt Act, officials of the City have heretofore made an estimate of the taxes and revenues to be received during such fiscal year ending December 31, 2019 and, by their execution of a certificate with respect thereto dated this date, have certified to such estimate,

NOW, THEREFORE, BE IT ORDAINED by the Council (the "Council") of the City of Scranton, Lackawanna County, Pennsylvania, as follows:

Section 1. For the reasons and purposes recited above, the City hereby exercises its power and authority to borrow money and authorizes the issuance and sale of its Tax and Revenue Anticipation Note, Series of 2019, in the principal amount not to exceed \$12,750,000 (the "Note") in anticipation of the receipt of current taxes and revenues during the fiscal year ending December 31, 2019, such Note to be issued, sold and delivered as hereinafter provided.

Section 2. The Mayor, the Controller and the City Clerk of the City, or any duly appointed successor to any thereof, as the case may be, are hereby authorized and directed, in the name and on behalf of the City, to prepare and file with the Department of Community and Economic Development of the Commonwealth of Pennsylvania a certified copy of this Ordinance. a certificate setting forth the taxes and revenues remaining to be collected in the fiscal year endir 383 December 31, 2019 and a true copy of the accepted Proposal (hereinafter defined) for the purchase of the Note, all as set forth in and required by Section 8128 of the Debt Act. The Mayor, the Controller and the City Clerk of the City are also hereby authorized and directed, in the name and on behalf of the City, to prepare and verify a certificate, in accordance with Sections 103 and 148 of the Code and the regulations applicable thereto, setting forth the anticipated use of the proceeds, to prepare and deliver to the Purchaser (hereinafter defined) of the Note the certificate required by Section 8127 of the Debt Act relating to the total amount of the City's tax and revenue anticipation notes outstanding on the date of delivery of the Note, and to take any and all other action, and to execute and deliver any and all other documents and instruments, as may be necessary, proper or desirable to effect the issuance and sale of the Note as contemplated herein. The certification made on the date of enactment of this Ordinance by the aforementioned officials of the City, relating to the amount of taxes and other revenues remaining to be collected by the City in the fiscal year ending December 31, 2019, is hereby ratified and approved.

Section 3. The Note shall be designated "City of Scranton, Lackawanna County, Pennsylvania, Tax and Revenue Anticipation Note, Series of 2019," or such other name or designation as shall be selected by the Mayor of the City upon delivery of the definitive Note in accordance with this Ordinance, shall be in registered form, without coupons, shall be dated the date of issuance, and shall be in such denominations, shall be subject to such redemption, and shall bear interest from the date of delivery until maturity at the rate of interest all as set forth in the Proposal, shall mature on or before December 31, 2019 as set forth in the Proposal, and shall be payable as to principal and interest at the place and in the manner and be otherwise in substantially the form set forth in the form of Note attached as Exhibit "A" hereto and the Proposal attached as Exhibit "B" hereto.

Section 4. The Note shall be executed in the name and on behalf of the City by the true or facsimile signatures of the Mayor and Controller of the City, or, if applicable, their duly qualified respective successors, and the true or facsimile official seal of the City shall be affixed thereunto, duly attested by the true or facsimile signature of the City Clerk of the City. Said officers are authorized and directed to execute and attest the Note. The execution and delivery of the Note in accordance with Section 3 hereof and this Section 4 shall constitute conclusive proof of the approval of the final terms and provisions of the Note by the City.

Section 5. The Note shall be general credit obligations of the City, and, together with any other tax and revenue anticipation notes issued, or to be issued, by the City during the City's fiscal year ending on December 31, 2019, shall, upon issuance thereof, be equally and ratably secured by a pledge of, security interest in, and a lien and charge on, the taxes and other revenues to be received by the City during the period when the Note is outstanding; and the Mayor and Controller of the City, attested by the City Clerk, are hereby authorized and directed to prepare and file, or to have filed, such financing statements as may be necessary to fully perfect such pledge, security interest, lien and charge pursuant to the Pennsylvania Uniform Commercial Code and Section 8125 of the Debt Act. The City covenants and agrees that any additional tax and revenue anticipation notes issued by the City after the date of issuance of the Note and while the Note is still outstanding shall mature on a date after the final maturity date of the Note.

Section 6. The City covenants that it will make no use of the proceeds of such issue or do or suffer any other action which, if such use or action had been reasonably expected on the date of issue of the Note, would cause the Note to be an "arbitrage bond" or "private activity bond" as those terms are defined in Section 148 and Section 141 of the Code and the applicable regulations thereunder. The City further covenants that it will comply with the requirements of such Section 148 and Section 141 and with the regulations thereunder throughout the term of the Note. In addition, the Mayor and Controller of the City, being the officials responsible for issuing the Note, attested by the City Clerk of the City, are hereby authorized and directed to execute and deliver, in the name and on behalf of the City, any and all documents or other instruments which Bond Counsel may reasonably request in connection with the providing of its opinion that the Note is not an "arbitrage bond" or "private activity bond" within the meanings of Section 148 and Section 141 of the Code and the regulations promulgated thereunder, including, without limitation a certificate dated the date of issuance and delivery of the Note, which certificate shall set forth the reasonable expectations of the City as to the amount and use of the proceeds of the Note.

Section 7. The proposal of the lender identified therein, presented to the Council is attached hereto as Exhibit "B", or such other proposal and lender, and with such other terms and provisions, as may be selected by the Mayor of the City (such proposal selected in accordance with this Section 7 being hereinafter referred to as the "Proposal" and such lender selected in accordance with this Section 7 being hereinafter referred to as the "Purchaser"), is hereby accepted and the Note is hereby awarded to the Purchaser at a private sale for the purchase price of 100% of the par amount of the Note issued. The terms of the Proposal are incorporated herein by reference with the same effect as if set forth in full at this place. The Mayor and Controller, attested by the City Clerk, are hereby authorized and directed to, accept the Proposal, in the name of and on behalf of the City, by executing the City's acceptance on an original copy of the Proposal, to deliver a copy of the same to the Purchaser and to file the original with the records of the City. The Mayor and Controller are hereby authorized to deliver the Note to the Purchaser upon receipt of the full principal amount of the purchase price for the Note and upon compliance with all conditions precedent to such delivery as required by the Debt Act, this Ordinance and the Proposal; and the Mayor and Controller, attested by the City Clerk, is hereby authorized and directed to prepare, verify and deliver to the Purchaser concurrently with the delivery of the Note, the certificate required by Section 8127 of the Debt Act, a copy of which certificate shall be retained with the records of the City until all tax and revenue anticipation notes issued by the City during the fiscal year ending on December 31, 2019, shall have been paid in full.

Section 8. The Note shall be in substantially the form set forth in Exhibit "A" hereto. The form of the Note as submitted to the City are hereby approved in substantially such form, with such changes, insertions and variations as are necessary or appropriate to reflect the final terms, including, but not limited to, series designation, interest rates, principal amounts, denominations, registered owner, the name or designation and redemption provisions, of the Note as specified to the City in the delivery instructions of the Purchaser and such other changes as the Mayor of the City may approve upon advice of the Solicitor to the City, such approval to be evidenced by such officer's execution and delivery of the Note.

Section 9. The Mayor and Controller of the City is hereby authorized, empowered and directed to contract with Community Bank, N.A., Scranton, Pennsylvania, as paying agent, or such other paying agent, which shall be a bank or bank and trust company authorized to do business in the Commonwealth, as may be selected by the Mayor of the City upon delivery of the Note in accordance with this Ordinance (any such paying agent selected in accordance with this Section 9 being hereinafter referred to as the "Paying Agent"), for its services as paying agent and sinking fund depositary in accordance with the terms and conditions of the Proposal, this Ordinance and the Act. Payment of the principal of and interest on the Note shall be made, when due, in accordance with the provisions of the Note, at the corporate trust office of the Paying Agent in lawful money of the United States of America. The Controller or other proper officer is hereby authorized and directed to make deposits to the sinking fund to be held for the payment of principal and interest on the Note as set forth in the Note and the Proposal.

Thereafter, the Paying Agent shall, without further authorization or direction from the City or any of its officials, withdraw moneys from the sinking fund and apply such moneys to the payment of principal and interest then due on the Note.

Section 10. Stevens & Lee, P.C., Scranton, Pennsylvania, is hereby appointed Bond Counsel in connection with the issuance and sale of the Note, PFM Financial Advisors LLC to act as Financial Advisor to the City, Amil Minora, Esquire, counsel to City Council, and Jessica Eskra, Esquire, City Solicitor, and any other professionals, as necessary or appropriate, in connection with the purposes of and to facilitate the intent of this Ordinance as the Mayor of the City may appoint.

Section 11. All expenses incurred in connection with issuance of the Note shall be paid out of the proceeds derived from the issuance of the Note or from other available funds of the City and the Mayor of the City is authorized to approve requests for payment of such expenses and to pay or direct the payment of such expenses.

Section 12. The Mayor, Controller and City Clerk of the City and all other proper officers of the City are hereby authorized, jointly and severally, to do any and all other things 3

necessary to effectuate the issuance, execution, delivery and sale of the Note, including the execution and delivery of any and all additional documents, representations, declarations, depositary agreements, debt service agreements, control agreements, deposit account control agreements, loan agreements, reimbursement agreements, security agreements, promissory notes, intercreditor agreements, derivative and/or interest rate management agreements, escrow agreements, assignments, financing statements, certificates, authorizations, contracts, agreements, insurance binders and other papers as may be necessary to effectuate any of the foregoing, and such execution and delivery shall be conclusive evidence of the authorization and approval thereof by the City.

Section 13. If any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the City that the remainder of this Ordinance shall remain in full force and effect. The City reserves the right to amend this Ordinance or any portion hereof 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 hereof.

Section 14. This Ordinance shall become effective immediately upon approval.

Section 15. All ordinances or parts of ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.

Section 16. This Ordinance is enacted by the Council of the City under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law," and any other applicable law arising under the laws of the Commonwealth.

EXHIBIT "A" TO ORDINANCE

[Form of Note]

R	\$
R-	\$

CITY OF SCRANTON, LACKAWANNA COUNTY, PENNSYLVANIA TAX AND REVENUE ANTICIPATION NOTE, SERIES OF 2019

KNOW ALL MEN BY THESE PRESENTS, that the City of Scranton, Lackawanna County, Pennsylvania (the "City"), a city existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, hereby promises to pay to the order of Manufacturers and Traders Trust Company (the "Bank" or "Purchaser"), the sum of Twelve Million Seven Hundred Fifty Thousand Dollars (\$12,750,000) on the 31st day of December, 2019, together with interest on said sum from the 2nd day of January, 2019 until maturity at the rate of three and sixty-five hundredths percent (3.650%) per annum, computed on the basis of a 360-day year of twelve 30 day months. Interest on the Note is payable at maturity, or if redeemed prior to maturity, on the date of redemption. Both the principal of and interest on this Note shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts in the United States (or by instrument payable in immediately available legal tender as aforesaid), upon presentation and surrender hereof at the principal office of Community Bank, N.A. (the "Paying Agent") in Scranton, Pennsylvania.

Whenever the due date for payment of interest on or principal of the Note or the date fixed for redemption of any Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to remain closed, then payment of such interest, principal, or redemption price need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day upon which banks are authorized by law or executive order to remain closed, with the same force and effect as if made on the due date for payment of principal, interest or redemption price and no interest shall accrue thereon for any period after such due date.

This Tax and Revenue Anticipation Note, Series of 2019, authorized and issued in the aggregate principal amount of Twelve Million Seven Hundred Fifty Thousand Dollars (\$12,750,000) (the "Note") in accordance with the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania (the "Act"), and pursuant to an Ordinance enacted on November 19, 2018 by the Council of the City (the "Ordinance"). Reference is made to the Act and the Ordinance for a complete statement of the rights and limitations of rights of the holder of the Note, to all of which the holder hereof by acceptance of this Note assents. The terms and provisions of the Ordinance are hereby incorporated by reference as if set forth fully herein.

Upon any taxing authority's final decree or judgment that: (i) this Note is an arbitrage bond; or (ii) the interest on this Note is not excluded from gross income of the Bank for

purposes of federal income taxation, the interest rate on this Note shall be reset to the Bank's taxable equivalent rate (the "Taxable Rate") as determined by the Bank, effective as of the date of the taxing authority's final decree or judgment. The City shall pay the Bank the difference between (i) the interest that would have been paid on this Note had the interest been set at the Taxable Rate as of the date of the taxing authority's final decree or judgment; and (ii) the interest actually paid under this Note. In addition, the City shall pay all taxes, interest, and penalties assessed to the Bank by any taxing authority with respect to this Note's tax status.

The Authority shall pay to the Bank a late charge for any payment of principal and/or interest not received by the Bank within fifteen (15) days of the due date in an amount equal to five percent (5.00%) of the amount of the delinquent installment of principal and/or interest or \$10.00, whichever is greater. The delinquency charge shall be paid promptly but only once for each delinquent payment.

Upon the occurrence of an Event of Default (as described herein), the City shall pay interest on the unpaid principal balance of this Note at the Default Rate.

For purposes hereof, the following terms shall have the following meanings:

"Default" means any Event of Default, and any event which with the passage of time or notice, or both, would become an Event of Default.

"Default Rate" means a rate per annum equal to the interest rate as then in effect on this Note plus 5.00%.

"Event of Default" shall have the meaning set forth herein under the heading "Events of Default".

This Note is issued under and in accordance with the Act, for the purpose of providing funds for current expenses payable in the current fiscal year in anticipation of the receipt of taxes and other revenues by the City from the date of original delivery of the Note to the stated maturity date thereof.

The City has pledged and granted (equally and ratably with all other tax and revenue anticipation notes issued by the City for the City's 2019 fiscal year) to the Paying Agent, for the benefit of the holder of the Note, a lien on, and security interest in, its taxes and revenues to be received by the City during the period when this Note is outstanding in order to secure the payment of the principal indebtedness evidenced hereby and the interest hereon, all as more fully set forth in the Debt Service Agreement, dated the date hereof (the "Debt Service Agreement"), between the City and the Paying Agent, the Continuing General Security Agreement, dated the date hereof (the "Security Agreement, and the Deposit Account Control Agreement, dated the date hereof (the "Control Agreement" and together with the Debt Service Agreement and the Security Agreement, the "Note Security Agreements"),

between the City and the Paying Agent. Such pledge, security interest, and lien are enforceable in the manner provided by the Act and the Note Security Agreements.

In the Ordinance, the City has covenanted that it will make no use of the proceeds of the Note, or do or suffer any other action, which, if such use or action had been reasonably expected on the date of issuance of the Note, would cause the Note to be an "arbitrage bond" or "private activity bond" as those terms are defined in Section 148 and Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder.

The City shall have the privilege, at any time, and from time to time, to prepay the unpaid principal balance of this Note, in whole or in part, without premium or penalty.

The City covenants that it will deposit in the sinking fund for the Note established by the Ordinance with the Paying Agent the taxes and other revenues collected in amounts which will be sufficient to pay the principal of and interest on all Note issued pursuant to the Ordinance as and when the same shall become due and payable, and such sinking fund shall be applied exclusively to such purpose.

The City agrees to provide to the Bank, (i) not later than 180 days after the end of each fiscal year of the City, financial statements of the City, and (ii) any other financial information or operating reports as reasonably requested by the Bank.

The City covenants and agrees with the Bank that it maintain a deposit relationship with the Bank during the term of this Note.

Events of Default. Any of the following events shall constitute an "Event of Default" under this Note:

- (a) the nonpayment when due, after ten (10) days written notice or oral notice followed by written confirmation, of any amount payable under this Note or of any amount owed to the Bank with regard to this Note when due, or the failure of the City to observe or perform, after thirty (30) days written notice, any agreement of any nature whatsoever with the Bank, including but not limited to, those contained in the documents executed in connection with the issuance of this Note; provided that such thirty (30) day notice period shall not apply to events which, in the Bank's reasonable judgment, are not capable of being cured within thirty (30) days and the notice so provides;
- (b) if the City becomes insolvent or makes an assignment for the benefit of creditors, or if any petition is filed against the City under any provision of any state or federal law or statute alleging that the City is insolvent or unable to pay its debts as they mature or under any provision of the Federal Bankruptcy Code, and the failure to cause the same to be discharged within ninety (90) days, or the City voluntarily files any petition for such purpose;

- (c) the entry of any judgment in excess of \$500,000 against the City or any of the property of the City which remains unsatisfied for forty five (45) days;
- (d) if any information or signature furnished to the Bank by the City at any time in connection with this Note is false or incorrect; or
- (e) the failure of the City to furnish timely to the Bank such financial and other information as the Bank may reasonably request or require; and
- (f) the City defaults in the payment of any amounts due under any other bond, note, contract, lease or obligation.

Remedies.

- (a) At any time after occurrence of an Event of Default, the Bank may, at the Bank's option and sole discretion and without notice or demand, exercise any right or remedy as may be provided in this Note, the Ordinance, any other writing delivered with this Note or which is provided at law or in equity.
- (b) The interest rate on the unpaid principal balance of this Note shall accrue at the Default Rate from the date on which an Event of Default occurs until the date on which all defaults are cured or the entire unpaid principal balance and all other sums due under this Note are actually received by the Bank.

In any action under this Note, the Bank may recover all reasonable costs of suit and other expenses in connection with the action, including the cost of any attorneys' fees, paid or incurred by the Bank.

The rights and remedies provided to the Bank in this Note and in the Ordinance, including all warrants of attorney, (a) are not exclusive and are in addition to any other rights and remedies that the Bank may have at law or in equity, (b) shall be cumulative and concurrent, (c) may be pursued singly, successively or together against the City, and/or any of the security at the sole discretion of the Bank, and (d) may be exercised as often as occasion therefor shall arise. The failure to exercise or delay in exercising any such right or remedy shall not be construed as a waiver or release thereof.

The Bank shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Bank. Such a written waiver signed by the Bank shall waive the Bank's rights and remedies only to the extent specifically stated in such written waiver. A waiver as to one or more particular events or defaults shall not be construed as continuing or as a bar to or waiver of any right or remedy as to another or subsequent event or default.

The Purchaser shall have the right to exercise the remedies set forth in the Act. Any failure by the Purchaser to exercise any right or privilege hereunder shall not be construed as a waiver of the right or privilege to exercise such right or privilege, or to exercise any other right or privilege, at any other time, and from time to time, thereafter.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or on the Ordinance, against any member, officer or employee, past, present, or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Note.

All acts, conditions and things required to be done or performed precedent to and in the issuance of this Note or in the creation of the obligation of which this Note is evidence have been done and performed as required by law.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City of Scranton, Lackawanna County, Pennsylvania, has caused this Note to be signed in its name and on its behalf by the signatures of the Mayor and Controller of the City and its corporate seal to be hereunder affixed, duly attested by the signature of the City Clerk of the City, as of the 2nd day of January, 2019.

CITY OF SCRANTON Lackawanna County, Pennsylvania

(SEAL)	Ву:	Mayor	
	Ву:	Controller	
Attest:City Clerk	-		
APPROVED AS TO FORM:			

(END OF NOTE FORM)

EXHIBIT "B" TO ORDINANCE

Proposal



Manufacturers and Traders Trust Company Government Banking 15 South Franklin Street, 7th Floor Wilkes Bane, PA 18701 (570) 821-7156 Fax (570) 821-8639 Email: megowan@mtb.com Ryan McGowan, Vice President

October 22, 2018

Dave Bulzoni
Business Administrator
City of Scranton
340 North Washington Ave.
Scranton, PA 18509

RE: 2019 Tax and Revenue Anticipation Note

Dear Mr. Bulzoni:

Thank you for allowing M&T Bank (the "Bank") the opportunity to provide you a quote for the 2019 Tax and Revenue Anticipation Note for the City of Scranton (the "Borrower").

The attached summary includes only a brief description of the principal terms of the proposed financing.

The definitive terms of the proposed Credit Facilities will be more fully evidenced in commitment letter and additional loan documentation including, but not limited to, a Note together with the other agreements, instruments, certificates and documents that M&T Bank may otherwise require.

The settlement of the proposed Credit Facilities is subject to several conditions. After receiving the City's concurrence, the Bank will seek internal credit approval of the transaction. Upon Bank approval, definitive Note Documents will be prepared. This letter is subject to the statutory and other requirements by which M&T Bank is governed.

- 1) Amount of Note For up to \$12,750,000
- 2) Term of Note Funding-January 2, 2019 Maturity-On or before December 31, 2019
- 3) <u>Type of Note</u> Tax and Revenue Anticipation Note-Tax-Exempt, Bank Qualified
- 4) Purpose
 To provide cash flow relief for the City of Scranton during the early parts of 2019.
- 5) Rate of Interest Per Annum
 The Note shall (subject to the following terms) bear interest on the outstanding principal balance at a tax-exempt rate on a 360-day basis. The interest rate will be equal to the non-bank qualified tax-exempt equivalent fixed rate of the 12 month LIBOR Rate (2.281%) plus 1.369%. Therefore, the fixed interest rate will be 3.650% for the entire duration of the note.

If an Event of Default occurs, the interest rate on the unpaid principal shall immediately be automatically increased to five (5) percentage points per year above the otherwise applicable rate per year, and any judgment entered hereon or otherwise in connection with any suit to collect amounts due hereunder shall bear interest at such default rate:

If interest payable on the note is determined at any point during the term of the loan to not be "Tax-Exempt" or it is determined that the note served as an arbitrage note under Federal Law, the note will reset to its taxable equivalent rate, and the Borrower will pay to the bank the difference between the amount of interest which the bank should have received at the "Taxable Rate" and the actual amount of interest paid. The Borrower will also pay any and all interest and penalties assessed.

6) Repayment Terms

The Borrower will continue to designate Earned Income Tax Collector, Berkeheimer, to remit each business day all of the Earned Income Tax revenues received during the period January 2, 2019 through December 31, 2019 or thereafter until the obligations under the Note are paid in full. Berkeheimer during the term of this Agreement shall remit to the Debt Service Account to be established by the Borrower with the Paying Agent (Community Bank, NA) during the entire duration of the Note.

The Borrower will send sixty percent (60%) of the Earned Income Tax Revenue funds by wire transfer to the Sinking Fund established under the Sinking Fund Agreement and held by the Paying Agent on a daily basis and use a portion to pay down the TRAN by no later than the 5th of every month beginning on March 5, 2019 and continue until the 2019 Tax and Revenue Anticipation Note is paid in full.

7) Security

The Note shall be general credit obligations of the City, and, together with any other tax and revenue anticipation notes issued, or to be issued, by the City during the City's fiscal year ending on December 31, 2019, shall, upon issuance thereof, be equally and ratably secured by a pledge of, security interest in, and a lien and charge on, the taxes and other revenues to be received by the City during the period when the Note is outstanding.

Covenants

The Borrower will be required to submit to the bank its financial reports within 180 days from the close of the borrower's fiscal year.

The borrower shall have delivered to M&T Bank, sufficiently in advance of closing, all documentation and other information required by M&T Bank in accordance with all applicable banking laws and regulations in effect from time to time, including, without limitation, the USA PATRIOT Act. Any failure by Borrower or any necessary third party to deliver to M&T Bank, in a timely manner, any material information requested, or any misrepresentation or inaccuracy with respect to any such information received, or if M&T's Bank due diligence reveals that opening the accounts contemplated herein would potentially violate M&T's Bank regulatory compliance policies or applicable law, shall permit M&T Bank, in its sole discretion, to withdraw and/or cancel this financing proposal/offer without liability, and retain all fees.

9) Conditions

The Borrower will provide the approved 2019 budget in a timely fashion to M&T Bank. Any questions or concerns M&T Bank has with the 2019 budget will be addressed prior to the closing.

The Borrower will provide verification the 2018 Tax and Revenue Anticipation is paid in full prior to closing on the 2019 Tax and Revenue Anticipation Note.

10) Deposit Relationship

The Borrower shall agree to maintain a depository account with the Bank while the note is outstanding,

11) Prepayment Privileges

Borrower will have the option to prepay any portion of the outstanding principal of the note outstanding at any time without penalty.

12) Fees and Expenses

The standard review fee will be \$50,000.00 for this financing for the necessary legal documentation associated with the borrowing,

If closing does not take place, all costs and expenses shall be payable upon demand. The borrower agrees to indemnify the bank against any and all claims, which may be incurred in connection with this borrowing.

13) Preparation of Documents

The bank shall be listed as "Manufacturers and Traders Trust Company" in all documentation prepared by the borrower's legal counsel and have the following delivered to the Bank at least seven days prior to closing for document review:

- Original Executed Commitment Letter
- Original Executed Tax and Revenue Anticipation Note
- Original Executed Authorizing Resolution
- Original Executed Secretary's Certificate
- Certification of Tax and Revenue to be collected during the term of the note
- Original Executed Legal Opinion Letter as noted
- Internal Revenue Service Form 8038G as required
- Evidence of appropriate DCED filing

14) Acceptance to Advance

The above terms and conditions are intended to serve as an outline which may be negotiated and is intended for discussion purposes.

The above terms and conditions are intended to serve as an outline to support discussions of financing which may be available for the Borrower. This outline is not a commitment or an offer to provide credit accommodations and does not create any obligation on the part of the Bank. This outline is only a brief description of the principal terms of credit facility, which may be available and is intended for discussion purposes only.

On behalf of Manufacturers and Traders Trust Company, we are pleased to be of assistance to the City of Scranton on the 2019 Tax and Revenue Anticipation Note.

During a turbulent economic period, M&T Bank remains focused on its community banking roots. We recognize the importance to reliability, accuracy, and responsiveness to the City of Scranton. Our commitment to our customers is unwavering during this challenging economic environment.

Should you have any questions, please do not hesitate to contact me at 570-821-7156.

Sincerely, M. M. More Kyan McGowan	Please complete the necessary the due diligence and seek Approval by the Bank:
Government Banking Division Vice President	Signature of Authorized Officer
•	Title of Signer

Date



DEPARTMENT OF LAW

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

October 24, 2018

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED)
OCT 24 2018

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORINANCE AUTHORIZING THE ISSUANCE OF A TAX AND REVENUE ANTICIPATION NOTE, SERIES OF 2019 IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$12,750,000; PROVIDING FOR THE DATED DATE, INTEREST RATE, MATURITY DATE, REDEMPTION PROVISIONS, PAYMENT AND PLACE OF PAYMENT IN RESPECT OF THE NOTE; ACCEPTING THE PROPOSAL ATTACHED HERETO AS EXHIBIT "B" FROM THE FINANCIAL INSTITUTION NAMED THEREIN FOR THE PURCHASE OF THE NOTE; NAMING A SINKING FUND DEPOSITARY/PAYING AGENT; AUTHORIZING THE PROPER OFFICERS OF THE CITY TO EXECUTE AND DELIVER THE NOTE AND CERTAIN OTHER DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE NECESSARY DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT OF THE COMMONWEALTH OF PENNSYLVANIA; SETTING FORTH A FORM OF THE NOTE.

Respectfully,

Jessida L. Eskra, Esquire

City Solicitor

JLE/sl

RESOLUTION	NO.	

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO ACCEPT AND EXECUTE THE PENNSYLVANIA STATE CLEAN DIESEL GRANT PROGRAM (DERA) GRANT IN THE AMOUNT OF \$128,723.00 TO REPLACE TWO (2) STREET SWEEPERS WITH NEW CLEAN DIESEL STREET SWEEPERS.

WHEREAS, the City of Scranton has 129 vehicles in the Department of Public Works' fleet; the majority of these vehicles were purchased before 2015. The city proposed to replace two (2) diesel vehicles in the Department of Public Works fleet with two (2) brand new clean diesel vehicles; and

WHEREAS, the goal of this project is to improve Pennsylvania's air quality by decreasing emissions from diesel powered engines operating in Scranton. The goal will be achieved by replacing the older model Street Sweepers with new clean diesel powered Schwarze Industries Model A7 Tornado Regenerative Air Street Sweepers. The new vehicles will each contain a Tier 4 Final, EPA certified engine; and

WHEREAS, the City of Scranton has committed to funding a \$386,169.00 matching amount as required by the grant program. This allocation will be made available within the 2019 budget as needed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate city officials to accept and execute the Pennsylvania State Clean Diesel Grant Program (DERA) Grant in the amount of \$128,723.00 to replace two (2) street sweepers with new clean diesel street sweepers.

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

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

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

Maggie Perry Grant Manager 570-558-8335

mamclane@scrantonpa.gov

A RECEIVED

OCT 0 5 2018

DEPT, OF LAW SCRANTON, PA

October 3, 2018

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

Re: Pennsylvania State Clean Diesel Program

Atty. Eskra,

I am requesting that you send legislation to City Council for a resolution for the City of Scranton to accept and execute the Pennsylvania State Clean Diesel in the amount of \$128,723. The purpose of this funding is to replace two street sweepers with new clean diesel street sweepers.

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

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

Thank you,

Maggie Perry Grant Manager

Single Application for Assistance Web Application Id: 8174351 Sin

Single Application Id: 201807051110

Applicant: City of Scranton

Program Selected: Pennsylvania State Clean Diesel Grant Program (DERA)

- Applicant Information -		
Applicant Entity Type:	Government	
Applicant Name:	City of Scranton	
NAICS Code	9211	
FEIN/SSN Number	xxxxxxxxx	
DUNS Number:	060497856	
CEO:	William Courtright	
CEO Title:	Mayor	
SAP Vendor #:	XXXXXX	
Contact Name:	Maggie Perry	
Contact Title:	Grant Manager	
Phone:	(570)-558-8335 Ext.	
Fax:	(570)-207-0413	
E-mail:	mamciane@scrantonpa.gov	
Mailing Address:	340 N. Washington Avenue	
City:	Scranton	
State:	PA	
Zip Code:	18505	

Single Application for Assistance Web Application Id: 8174351 Single Application Id: 201807051110 Applicant: City of Scranton Program Selected: Pennsylvania State Clean Diesel Grant Program (DERA)					
E	interprise Type		Market Machines (1964) 2 0 0 100 110 1 10 1 20 7 10 Market 10 10 10 10		
		scribe the organization listed above.	You may select more than one type.		
	Advanced Technology	Agri-Processor	Agri-Producer		
. [Authority	Biotechnology / Life Sciences	Business Financial Services		
	Call Center	Child Care Center	Commercial		
	Community Dev. Provider	Computer & Clerical Operators	Defense Related		
	Economic Dev. Provider	Educational Facility	Emergency Responder		
	Environment and Conservation	☐ Exempt Facility	Export Manufacturing		
	Export Service	Food Processing	☑ Government		
. [Healthcare	Hospitality	☐ Industrial		
	Manufacturing	Mining	☐ Other		
	Professional Services	Recycling	Regional & National Headquarters		
·	Research & Development	Retail	Social Services Provider		
	Tourism Promotion	Warehouse & Terminal			
G	overnment,				
Single Application for Assistance Web Application Id: 8174351 Single Application Id: 201807051110 Applicant: City of Scranton Program Selected: Pennsylvania State Clean Diesel Grant Program (DERA) Project Overview					
Project Name: PA State Clean Diesel project					
Is this project related to another previously submitted project? No					
If yes, indicate previous project name:					
Have you contacted anyone at DEP about your project? No					
If yes, indicate who:					

Single Application for Assistance Web Application Id: 8174351 Sin

Single Application Id: 201807051110

Applicant: City of Scranton

Program Selected: Pennsylvania State Clean Diesel Grant Program (DERA)

Project Overview

Single Application for Assistance Web Application Id: 8174351 Sin

Single Application Id: 201807051110

Applicant: City of Scranton

Program Selected: Pennsylvania State Clean Diesel Grant Program (DERA)

Project Site Locations

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

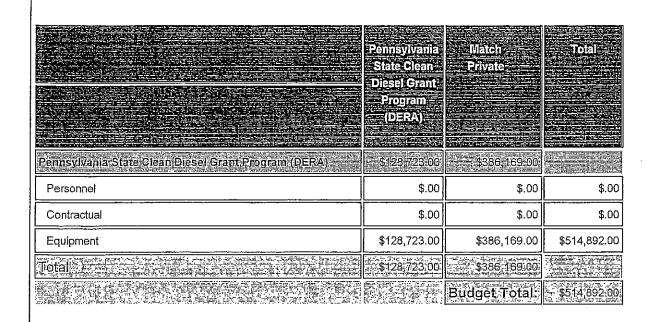
Web Application Id: 8174351

Single Application Id: 201807051110

Applicant: City of Scranton

Program Selected: Pennsylvania State Clean Diesel Grant Program (DERA)

Project Budget



Basis of Cost

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

Bids/Quotations, Budget Justification

Budget Narrative

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

The price is based on a quote provided by Medico Industries, a State of PA Costars Contract Vendor. Please see the quote attached in the Addenda

Web Application Id: 8174351 Single Application Id: 201807051110

Applicant: City of Scranton

Program Selected: Pennsylvania State Clean Diesel Grant Program (DERA)

Project Narrative

Business Description

Provide a description of the applicant organization, including but not limited to the type of organization and what the organization does.

The applicant organization is the City of Scranton, a local municipal government in Northeastern Pennsylvania. Scranton is the 6th most populous city in Pennsylvania with an estimated 76,000 residents. Scranton is also home to the Steamtown National Historic Site. The Scranton municipal government oversees the public safety and public works of Scranton.

Scranton is a medium population density with a high traffic density municipality.

Fleet Description

Provide a description of the organizations diesel fleet including what type of engines, equipment, and/or vehicles are part of the fleet, how many are in the fleet and what type of tasks are performed by the fleet. See instructions for information required in this section.

The City of Scranton has 129 vehicles in the Department of Public Works fleet; the majority of these vehicles were purchased before 2015. A detailed listing of these vehicles is attached in the Addenda.

Proposed Project Summary

Provide a summary of the proposed project. If the project is in a 'high pollution area', details describing the area should be included here. Applicants should also describe why the project is needed and why the grant is needed to complete the project. See Instructions for information required in this section.

The City of Scranton proposed to replace two diesel vehicles in the Department of Public Works fleet with two brand new clean diesel vehicles; they vehicles to be replaced are the Street Sweepers. The goal of this project is to improve Pennsylvania's air quality by decreasing emissions from diesel powered engines operating in Scranton. The goal will be achieved by replacing the older model Street Sweepers with new clean diesel powered Schwarze Industries Model A7 Tornado Regenerative Air Street Sweeper. The new vehicles will each contain a Tier 4 Final, EPA certified engine. Overtime Scranton would like to replace all city vehicles with new clean diesel vehicles in order to support our goal.

The City of Scranton is an Act 47 Distressed Municipality, due to budget shortfalls it is often difficult to provide funding to purchase new vehicle/equipment; it is often more cost effective to continuously fix older vehicles/ equipment. However continued use of older vehicles and equipment is hazardous to the environment.

Work Plan with Schedule

Applicants must provide a preliminary work plan that includes an implementation schedule identifying sub-tasks, schedule for their completion and identification of parties responsible for their accomplishment. See Instructions for information required in this section.

Once the funding is approved the City of Scranton will purchase the new vehicles by September 30, 2018 with the intention of utilizing them for the 2019 street sweeping program which is expected to begin in April, weather permitting.

Web Application Id: 8174351

Single Application Id: 201807051110

Applicant: City of Scranton

Program Selected: Pennsylvania State Clean Diesel Grant Program (DERA)

Program Addenda

1. Small Business Designation

Is the applicant a business with fewer than 100 full-time equivalent employees?

No

2. Doing Business As or DBA

If you are doing business under a name different than the entity's legal name ("Doing Business As, or DBA"), please enter it here and attach your DBA documentation under question 15, below (Supporting Documentation).

N/A

3. Organization Types

Select one of the following organization types for your organization

Municipal Government

If Air Quality or Transportation Organization is selected, identify...

A) The Pennsylvania-based member.

N/A

B) The eligible entity it has partnered with or is managing project for:

N/A

4. Project Duration

Identify the anticipated Project start date and end date. (Please note: Project period begins upon grant award and must end by September 30, 2018, unless an extension is granted by DEP.)

Start Date

09/01/2018

End Date:

09/30/2018

5. Project Type

Choose the applicable project type by clicking the checkboxes below. If more than one project type is proposed, select all that apply and provide details in the Project Narrative Tab under the Proposed Project Summary. See Program Guidelines for detailed project type descriptions. Purchase of EPA or CARB certified/verified diesel vehicle or equipment replacement, including clean alternative fuel replacements.

6. Facility or Infrastructure Project

Are facilities or infrastructure developments or improvements needed for this project?

No

If yes, is your project consistent with a county, municipal or multi-municipal comprehensive plan or zoning ordinance? Yes

7. Brownfield or Environmental Justice Location

See Instructions for guidelines on identifying brownfields and Environmental Justice areas

Is the project located on a Brownfield (a vacant, previously utilized site)?

407

Web Application Id: 8174351 Single Application Id: 201807051110

Applicant: City of Scranton

Program Selected: Pennsylvania State Clean Diesel Grant Program (DERA)

Program Addenda

No

Is the project located on a designated Environmental Justice site?

No

8. Priority Areas

Is the project located in a priority area, as defined in the Instructions.

No

If yes, identify the county(ies)

9. High Pollution Areas

Is the project located in a 'high-pollution area', as defined in the Instructions? Yes

If yes, select the type of 'high-pollution area' from the choices below Rail Yard

10. Population Density

is the project location in a high, medium or low population density municipality?

Medium

identify the municipality. See Instructions.

Scranton City

11. Traffic Density

is the project in a high traffic density area?

Yes

If yes, select all that applies Area of Operation

12. Vehicle, Engine, or Equipment Quantity

identify the number of vehicles, engines, or equipment to be retrofitted, upgraded or replaced in the proposed project. If the project is a truck stop electrification, marine shore power, or locomotive shorepower project, indicate the number of charging/hook-up locations will be installed. This grant funding will assist the City of Scranton with the purchase of two new SCHWARZE A7 TORNADO STREET SWEEPERS mounted on PETERBILT 220 CABOVER CHASSIS

13. Complete and Upload the Annual Emission Summary

Use the U.S. EPA's Diesel Emission Quantifier (DEQ) to quantify emission reduction estimates for this project. See the Instructions for more information on using the DEQ. If your project emission reductions cannot be estimated using the DEQ, contact the Department to receive approval for an alternate calculation method.

Download PSCDG Annual Emission Summary Chart.xlsx

408

Web Application ld: 8174351

Single Application Id: 201807051110

Applicant: City of Scranton

Program Selected: Pennsylvania State Clean Diesel Grant Program (DERA)

Program Addenda

Uploaded Documents

Copy of PSCDG Annual Emission Summary Chart.xlsx

14. Upload the Applicant Fleet Description

You can either fill out and upload the Excel spreadsheet or you can provide the mandatory information in a Word document. See the Instructions for details on mandatory information

Download Applicant Fleet Description PA State Clean Diesel Grant.xlsx

Uploaded Documents

Copy of equipment 10-12-16.xlsx

15. Upload any supporting documentation

Applicant should attach any letters of financial commitment, letters of support or any other pertinent information suitable for review. If DEQ results are printed out or downloaded, they should be included in this Attachment.

Uploaded Documents

match letter.pdf

Scranton DPW Sweeper.pdf



Pennsylvania Department of Environmental Protection

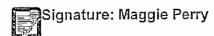
Single Application for Assistance

Single Application #: 201807051110

This page must accompany all required supplemental information Mail to:

Pennsylvania Department of Environmental Protection DEP Grants Center P.O. Box 8776 Harrisburg, PA 17105-8776

I hereby certify that all information contained in the single application and supporting materials submitted to DEP via the Internet, Single Application # 201807051110 and its attachments are true and correct and accurately represent the status and economic condition of the Applicant, and I also certify that, if applying on behalf of the applicant, I have verified with an authorized representative of the Applicant that such information is true and correct and accurately represents the status and economic condition of the Applicant. I also understand that if I knowingly make a false statement or overvalue a security to obtain a grant and/or loan from the Commonwealth of Pennsylvania, I may be subject to criminal prosecution in accordance with 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities) and 31 U.S.C. §§ 3729 and 3802 (relating to false claims and statements).



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



June 22, 2018

City of Scranton, DPW 11 West Poplar Street Scranton, PA 18509

Attn: Mr. Dennis Gallagher

Ref: State of PA CoStars Contract #025-052

QUOTE FOR SCHWARZE A7 TORNADO SWEEPER BODY mounted on PETERBILT 22O CABOVER CHASSIS

Two (2) New Schwarze Industries Model A7 Tornado Regenerative Air Street Sweeper as per the following specifications and options:

Sweeper Engine:

John Deere 4045 Tier 4 Final Engine
Fuel Water Separator
3 Point Sager Engine Shut Down Device
Battery and 50 Gallon Fuel Tank with Chassis
90 Amp Alternator
2 Year Warranty on Auxiliary Engine

Pick Up Head:

90"x36" Sweeping Head with Rubber Blast Orifice
3/8" Thick, 14" diameter Pressure Hose, 14" Suction Hose
Sweeps in Reverse
Doublewide Full Length Carbide Drag Shoes Warranted against wear out, 2 year/2,000 hours, Prorated

Hydraulic System:

25 Gallon Vented Hydraulic Reservoir, with Shut off Valves
Tank Mounted Level and Temperature Indicator
Hydraulic Pressure, 2500 psi
Spin-On 10 Micron Return Filter
9000 BTU Oil to Air Radiator Type Oil Cooler
12 Volt DC Hydraulic Back up System

Dust Control System:

Twin Electric Diaphragm Water Pumps, with In Let Restriction Indicator 60 PSI, 6.0 gpm
Water Tank Capacity 250 Gallons, Polyethylene
25-Foot-Ling Fire Hydrant Fill Hose
50 Mesh Cleanable Filter, with Shut off Valve

Water Spray Nozzles Shall Be Provided as Follows:

Five at Pick head, two nozzles inside hopper Two at Gutter Broom, per Option Selected Two Nozzles in Suction Tube, Two at Front Axle An Air Purge System for Flushing Water Lines

Dust Separator:

Centrifugal Dust Separator 29,000 cu in with 1680 sq. in door

Hopper:

Mild Steel, 8.4 Cu Yd., 7 Cu Yd. Usable Capacity
Screens – 5615 Square Inches, Saw Tooth Design
Twin Dumping Cylinders, 51 Degrees
Rear Door Hydraulically Opened, Closed, and Locked
Dual 20"x32" Watertight inspection Doors, 1 Left, 1 Right
External Weatherproof Dump Switches
Shroud Enclosing the Auxiliary Engine

Operating Controls and Instruments:

Aux Engine Control with full color Display on Console:

Keyed Ignition, Electronic Throttle, leaf Bleeder, Oil Pressure Gauge, Water Temperature Gauge, Voltmeter, Tachometer, and Hour Meter

Diagnostic Display Gauge for Aux. Engine, overweight warning

Selectable sweep of lift in reverse, system standby, in-cab tilt, variable speed brooms.

All other standard Sweeper Function switches to be provided and included for Standard and options Selected

Swiveling console for left or right sweeping

Blower:

Closed Face Turbine 10 Curves Blades, 32.75" Dia by 5" Wide 500 Brinell Hardness Abrasion Resistant Steel Fully Balanced within 1.5 grams on Both Sides Vacuum Enhancer with indicator in cab Remote grease lines for fan bearing

Safety Equipment:

Two Body Props to Lock Hopper in Raised Position Red Amber LED Strobe with Guard 2 Rear Yellow Alternating LED Flashing Lights Slow moving vehicle emblem, back up alarm 5lb Fire Extinguisher and a warning triangle kit

Sweeper Warranty:

12 Months, 1200 Hours is Standard Power Module Option:

(1) 115HP John Deere Tier IVF

Sweeping Head Options:

(1) Standard with Rubber Blast Orifice

Gutter Broom_Options:

- (1) Gutter Broom, Dual
- (1) Gutter Broom, Tilt Power
- (1) Gutter Broom, GEO Dual
- (1) Standby, Full with Throttle Ramp
- (1) Variable Speed Gutter Broom(s)

Miscellaneous Options:

(1) Camera System, Dual

Water System Options:

- (1) Water Tank, Standard with Additional 350 Gallon, 700 Gallons Total
- (1) Water Tank Low Level Alarm & Ind
- (1) Spray Bar, Front
- (1) Spray Bar, Hopper Add. 4 Nozzles
- (1) High Pressure Wash-down with 50' Hose Reel

Hopper Options:

- (1) Hopper Standard (8.4 Cu yd.) Mild Steel
- (1) Auto Drop Down Screens (All Hoppers)
- (1) Hopper Sound Suppression
- (1) Hopper Dump Assist Shaker
- (1) Hopper Deluge-Conical Spray
- (1) Load Weight Alarm and Indicator
- (1) Hopper Up Alarm and Indicator
- (1) Hopper Aux. Engine Screen Cover
- (1) Hopper Door Open Indicator

Auxiliary Engine:

(1) Low Hydraulic Level Indicator in Cab

Rear Lighting:

- (1) Strobe, Dual Rear with Guard, LED
- (1) Arrow Board, Traffic Guide, LED

Cab Lighting:

(1) Barlight, Cabover LED

Special Paint Options:

- (1) Paint, Standard White
- (1) Decal Kit

Chassis Mounting Options:

(1) Peterbilt 220 33K 220HP Dual Steer 2018 Model Year

Truck Kit Options:

(1) Peterbilt 220-Behind Cab Exhaut

Sweeper Extended Warranty:

(1) Silver 2 Years or 2,400 Hours

Total Cost as Equipped Including Freight - \$257,446.00 Each

Leadtime:

(1) 2-3 weeks

Thank you for giving us the opportunity to submit our proposal. We look forward to the opportunity of working with you in the near future.

Sincerely,

Ryan Mitvalsky Territory Manager Medico Industries Cell: 570-550-2057

Ryan.Mitvalsky@medicoind.com

BUSINESS ADMINISTRATION

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



SCRANTON

June 27, 2018

Mr. Martin T. Felion
Department of Environmental Protection
Bureau of Air Quality
Rachel Carson State Office Building
P.O. Box 2063
Harrisburg, PA 17105-2063

Re: PA State Clean Diesel Grant

Dear Mr. Felion:

Relative to the above, please be advised that the City of Scranton is committed to funding a \$386,169 matching amount as required by the grant program. The allocation will be made available within the approved 2018 budget and reallocated in the 2019 operating budget as needed. On behalf of the City of Scranton, I would like to thank you for your assistance.

Please contact the City of Scranton with any questions.

Sincerely,

David M. Bulzoni

City of Scranton

Business Administrator



DEPARTMENT OF LAW

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

October 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 ACCEPT AND EXECUTE THE PENNSYLVANIA STATE CLEAN DIESEL GRANT PROGRAM (DERA) GRANT IN THE AMOUNT OF \$128,723.00 TO REPLACE TWO (2) STREET SWEEPERS WITH NEW CLEAN DIESEL STREET SWEEPERS.

Respectfully,

Jessica L. Eskra, Esquire

Citý Solicitor

JLE/sl

RECEIVED
OCT 2 9 2018

OFFICE OF CITY COUNCIL/CITY CLERK