

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**March 11, 2019**  
**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 AGENDA FOR THE BOARD OF ZONING APPEALS MEETING TO BE HELD MARCH 13, 2019.

[Zoning Board Meeting Agenda 3-13-19.pdf](#)

4. CITIZENS PARTICIPATION
5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES
- 5.A MOTIONS
- 5.B FOR INTRODUCTION – AN ORDINANCE – AMENDING FILE OF THE COUNCIL NO. 17, 2018, AMENDING FILE OF THE COUNCIL NO. 4, 2018 ENTITLED “AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED “AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT ‘A WASTE DISPOSAL AND COLLECTION FEE’ FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE”, BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2019

AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER” TO EXTEND THE MAY 1, 2019 DISCOUNT DATE TO MAY 31, 2019 TO ENABLE RESIDENTS TO TAKE ADVANTAGE OF THE 10% DISCOUNT WHEN PAYING THEIR REFUSE BILL IN FULL.

[Ordinance-2019 Enact Waste Disposal & Collection Fee 2019.pdf](#)

## 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE – FILE OF THE COUNCIL NO. 58, 2019 – AN ORDINANCE – AUTHORIZING THE INSTALLATION OF TWO (2) “TWO HOUR PARKING ONLY” RESTRICTIONS DIRECTLY IN FRONT OF 934 BEECH STREET ZALESKI’S CLUBHOUSE CAFÉ.

[Ordinance-2019 Two Hour Parking Restrictions Zaleski's Clubhouse Cafe.pdf](#)

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – FILE OF THE COUNCIL NO. 57, 2019 -- AMENDING FILE OF THE COUNCIL NO. 50, 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” BY DELETING SECTION 7 NON-PERMISSIBLE IN ITS ENTIRETY DUE TO A CLERICAL ERROR.

[Ordinance-2019 Amend FOC 50, 2018 Delete Section 7.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 105, 2019 - AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS FOREMAN, CHRISTOPHER JENKINS TO ACT AS AGENT FOR CITY OF SCRANTON FOR EMERGENCY AND DISASTER RELIEF PURSUANT TO THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT, AND AUTHORIZING CITY OFFICIALS TO EXECUTE THE DESIGNATION

OF AGENT AND THE PEMA PUBLIC DISASTER ASSISTANCE APPLICATION  
AND AGREEMENT FOR FINANCIAL ASSISTANCE.

[Resolution-2019 DPW Foreman Agent for Emergency & Disaster  
Relief.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR  
ADOPTION - RESOLUTION NO. 106, 2019- ACCEPTING A DONATION  
FROM JOHN F. KENNEDY ELEMENTARY SCHOOL STUDENTS IN THE  
AMOUNT OF TWO HUNDRED AND FIFTY (\$250.00) DOLLARS TO THE CITY  
OF SCRANTON POLICE DEPARTMENT FOR THEIR SCRANTON POLICE SRO  
SUMMER CAMP.

[Resolution-2019 Donation from JFK School Students for SPD SRO  
Summer Camp.pdf](#)

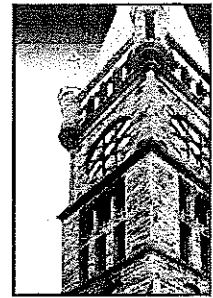
- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR  
ADOPTION - RESOLUTION NO. 107, 2019- AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A  
COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND  
THE CITY OF SCRANTON FOR REHABILITATION OF NON-FEDERAL FLOOD  
CONTROL WORK IN SCRANTON, PENNSYLVANIA ON SCRANTON STAFFORD  
MEADOW BROOK  
.

[Resolution-2019 Coop Agreement for Rehab Flood Control Work.pdf](#)

## 8. ADJOURNMENT

Department of  
Licensing, Inspections and Permits  
Bureau of Zoning

City Hall  
4<sup>th</sup> Floor  
340 North Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 348-4193  
Fax: (570) 348-4171  
www.scrantonpa.gov



SCRANTON

2/22/2019

*Scranton Times/Tribune*

Penn Ave at Spruce St

Scranton, PA 18503

Attn: Karen/Classifieds

RECEIVED

MAR - 5 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Sharon:

Please publish the following in the legal section of your newspaper on  
Tuesday, February 26, 2019 and Tuesday March 5, 2019.

THE BOARD OF ZONING APPEALS OF THE CITY OF SCRANTON,  
HEREBY GIVES NOTICE THAT IT WILL HOLD A MEETING AT CITY HALL, IN  
COUNCIL CHAMBERS, ON WEDNESDAY, MARCH 13, 2019. AT 6 P.M.

- 1) Brenden Fitzgerald, Esq. representing JGG Supermarket, LLC, 1117-  
1119 Swetland St., seeking an appeal of the Zoning Office decision  
with regards to the parking area not being in compliance with the City  
Zoning Ordinance (FOC # 74, dated 12/1993.) C-N Zone.
- 2) Angel & Henry Rosario, 931 Roland Ave., applicant seeks a variance  
to re-open the second floor unit. R1-A Zone.

- 3) Dennis Gallagher ( for the Estate of Joan A Gallagher ) 428 Warren St. The applicant seeks a variance on behalf of the Estate to subdivide the parcel into two (2) saleable tax parcels. R1-A Zone.
- 4) Paul Adamchick, 2033 Boulevard Ave., is seeking a variance to open a retail fire-works store @ this location. C-N Zone.
- 5) Atty. George & Judith Reihner, 1010 Electric St., applicant seeks an Appeal & Interpretation of the Zoning Office decision to enforce Section 306 of the City of Scranton Zoning Ordinance, FOC # 74, dated 12/1993, TABLE OF PERMITTED USES BY DISTRICT, Illegal Short Term Rental(s) and or Hotel /Air B/B use @ this address. R1-A Zone.

ANYONE INTERSTED IN BECOMING PARTY FOR ANY OF THE ABOVE-MENTIONED CASES IS ASKED TO CONTACT THE ZONING OFFICER AT 348-4193 EXT. 4512.

SHAWN WALSH

Chairman, Zoning Hearing Board

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

2019

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 17, 2018, AMENDING FILE OF THE COUNCIL NO. 4, 2018 ENTITLED "AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT 'A WASTE DISPOSAL AND COLLECTION FEE' FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER" TO EXTEND THE MAY 1, 2019 DISCOUNT DATE TO MAY 31, 2019 TO ENABLE RESIDENTS TO TAKE ADVANTAGE OF THE 10% DISCOUNT WHEN PAYING THEIR REFUSE BILL IN FULL.

WHEREAS, City Council has requested that File of the Council 17, 2018 be amended to extend the deadline for the discount period from May 1, 2019 to May 31, 2019 because waste disposal bills have not been mailed yet and the extension of the deadline would provide residents ample time to take advantage of the discount period.

**SECTION 1.** Be it ordained by the Council of the City of Scranton that Section 3, Fees.

(C) 5 of File of the Council No. 17, 1994 (as amended) shall be amended to read as follows:

**"SECTION 3. FEES.**

The fees for the payment of waste disposal collection costs shall be as follows:

(C) All fees fixed by this subsection shall be payable semi-annually.

5. If the annual waste disposal fee, that is \$300.00, is paid in full by May 31<sup>st</sup> of the year in which the fee is due, the payor may take a ten percent (10%) discount from the annual fee.

**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, 1993 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 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

March 4, 2019

RECEIVED

MAR - 4 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 2018, AMENDING FILE OF THE COUNCIL NO. 4, 2018 ENTITLED "AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 17, 1994 ENTITLED "AN ORDINANCE (AS AMENDED) AUTHORIZING THE GOVERNING BODY OF THE CITY OF SCRANTON TO ENACT 'A WASTE DISPOSAL AND COLLECTION FEE' FOR THE PURPOSE OF RAISING REVENUE TO COVER THE WASTE DISPOSAL AND COLLECTION COSTS INCURRED BY THE CITY OF SCRANTON FOR THE DISPOSAL OF REFUSE", BY IMPOSING A WASTE DISPOSAL AND COLLECTION FEE OF \$300.00 FOR CALENDAR YEAR 2019 AND THE SAME SHALL REMAIN IN FULL FORCE AND EFFECT ANNUALLY THEREAFTER" TO EXTEND THE MAY 1, 2019 DISCOUNT DATE TO MAY 31, 2019 TO ENABLE RESIDENTS TO TAKE ADVANTAGE OF THE 10% DISCOUNT WHEN PAYING THEIR REFUSE BILL IN FULL.

Respectfully,

Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl



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

2019

AN ORDINANCE

**AUTHORIZING THE INSTALLATION OF TWO (2) "TWO HOUR PARKING ONLY" RESTRICTIONS DIRECTLY IN FRONT OF 934 BEECH STREET ZALESKI'S CLUBHOUSE CAFÉ.**

WHEREAS, the Scranton Police Department received a request from Mr. and Mrs. Zaleski owners of Zaleski's Clubhouse Café at 934 Beech Street to assess a parking issue outside their establishment. This is a residential area and parking is difficult, however, now cars are parking outside of their establishment not only hours, but for days at a time without moving at all making parking for customers, deliveries and service workers to access the building inconvenient; and

WHEREAS, the Scranton Police Traffic Corporal and City Engineer John Pocius reviewed the request and recommended establishing two (2) "2 hour parking only" restrictions in front of Zaleski's Clubhouse Café at 934 Beech Street.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that two (2) "two hour parking only" restriction directly in front of 934 Beech Street Zaleski's Clubhouse Café.

**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.

# Scranton Police Department

Superintendent of Police

Chief Carl R. Graziano

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



## Be Part of The Solution

SCRANTON

February 20, 2019

Attorney Jessica Eskra  
Solicitor  
City of Scranton

Attorney Eskra,

We had received a request from Zaleski's Tavern (email attached) at 934 Beech Street to assess a parking issue outside their establishment. Our Traffic Corporal and City Engineer John Pocius reviewed the request and recommended establishing two (2) "2 hour parking only" restrictions in front of 934 Beech Street. In such, I am respectfully requesting legislation to be sent to city council for consideration on this parking restriction. Please contact me with any questions or concerns. Thank You.

  
Chief Carl R. Graziano

**Carl Graziano**

---

**From:** Donna Zaleski  
**Sent:** Wednesday, February 13, 2019 11:07 PM  
**To:** Carl Graziano  
**Subject:** Customer Only Parking Sign Requested

Chief Graziano,

My husband and I own Zaleski's Clubhouse Cafe' at 934 Beech Street in South Scranton for the past 24 yrs. There is limited parking in the back of our establishment, so most of our customers access street parking. I understand it's in a residential area and the houses are quite close to each other, so parking is rather difficult for all of us.

Recently, however, people have moved into the house right across the alley from our bar/restaurant. They have 5 vehicles which are parked for days at a time, quite often right in front of the entrance of our building. A maroon van with Virginia plates hasn't moved in about 6 months across the street from their house. Other neighbors have also voiced concern about the 5 vehicles taking up all the street parking and not moving for days, weeks or months. It seems rather suspicious to us.

I can understand parking and leaving to go to work, but these cars are parked for days in one spot, causing an inconvenience to our customers, our service workers who clean the taps, drop off deliveries, etc. Yesterday, for example, the gentleman who cleans our taps had to park in the back and carry his heavy machinery, as he walked up an icy alley. The car in front of our building had been parked there for 3 days. An X-finity truck parked in front of our place for a full week, then it's not around for days.

I've seen business' in the area who have "Customer Only Parking" signs in front of their establishment and was hoping this might be a way of remedying our problem. I would appreciate your attention on this matter and look forward to hearing your response.

Thank you,

Donna Zaleski



DEPARTMENT OF LAW

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

February 25, 2019

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

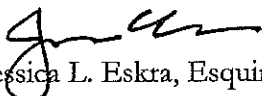
RECEIVED  
FEB 25 2019

Dear Honorable Council Members:

OFFICE OF CITY  
COUNCIL/CITY CLERK

ATTACHED IS AN ORDINANCE AUTHORIZING THE INSTALLATION  
OF TWO (2) "TWO HOUR PARKING ONLY" RESTRICTIONS DIRECTLY IN  
FRONT OF 934 BEECH STREET ZALESKI'S CLUBHOUSE CAFÉ.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

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

2019

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 50, 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" BY DELETING SECTION 7 NON-PERMISSIBLE IN ITS ENTIRETY DUE TO A CLERICAL ERROR.

WHEREAS, upon review of File of the Council No. 50, 2018 it was determined that Section No. 7 Non-Permissible should be deleted in its entirety due to a clerical error.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 50, 2017 be Amended by deleting Section 7 Non-Permissible in its entirety due to a clerical error.

**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 LAW

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

February 14, 2019

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

RECEIVED

FEB 14 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 50, 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" BY DELETING SECTION 7 NON-PERMISSIBLE IN ITS ENTIRETY DUE TO A CLERICAL ERROR.

Respectfully,

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

JLE/sl

RESOLUTION NO.

2019

**AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS FOREMAN, CHRISTOPHER JENKINS TO ACT AS AGENT FOR CITY OF SCRANTON FOR EMERGENCY AND DISASTER RELIEF PURSUANT TO THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT, AND AUTHORIZING CITY OFFICIALS TO EXECUTE THE DESIGNATION OF AGENT AND THE PEMA PUBLIC DISASTER ASSISTANCE APPLICATION AND AGREEMENT FOR FINANCIAL ASSISTANCE.**

WHEREAS, the Pennsylvania Emergency Management Agency ("PEMA") requires municipalities to execute a Designation of Agent form for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the "Act"); and

WHEREAS, the appropriate agent for the City of Scranton for emergency management coordination is the Department of Public Works Foreman, Christopher Jenkins; and

WHEREAS, the City wishes to appoint Department of Public Work Foreman, Christopher Jenkins, to act as agent for the City of Scranton for emergency and disaster relief pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, the City wishes to apply for and enter into an Agreement with the Commonwealth of Pennsylvania through its Pennsylvania Emergency Management Agency for the grant of disaster assistance funds relating to the August 2018 severe storms.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that Department of Public Works Foreman, Christopher Jenkins is designated the "Agent" for purposes of the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("ACT") and any and all appropriate City officials, in particular the Business Administrator, are authorized to execute the Designation of Agent and the Pema Public Disaster Assistance Application and Agreement for financial assistance copies of which are attached hereto as Exhibits "A" and "B" respectfully.

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

enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

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

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



## DESIGNATION OF AGENT RESOLUTION

FOR: City of Scranton PA Severe Storms & Flooding - DR4408  
 (Enter Name of Disaster or Number) (see attached)

BE IT RESOLVED BY City Council OF City of Scranton  
 (Governing Body) (Public Entity)

THAT Christopher Jenkins, Dept. of Public Works Foreman  
 (Name of Applicant Agent) (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF

City of Scranton, Lackawanna County,  
 (Public Entity) (County)

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____ (Name)	_____ (Title)	_____ (Signature)
_____ (Name)	_____ (Title)	_____ (Signature)
_____ (Name)	_____ (Title)	_____ (Signature)
_____ (Name)	_____ (Title)	_____ (Signature)
_____ (Name)	_____ (Title)	_____ (Signature)

## CERTIFICATION

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_  
 (Name) (Title)

of \_\_\_\_\_, do hereby certify that the above is a true and correct copy of  
 (Public Entity)

a resolution passed and approved by the \_\_\_\_\_  
 (Governing Body)

of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (Public Entity)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Official Position)

\_\_\_\_\_  
 (Date)

EXHIBIT

tabbies

"A"

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY**

**PUBLIC DISASTER ASSISTANCE APPLICATION  
and  
AGREEMENT FOR FINANCIAL ASSISTANCE**

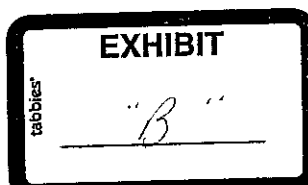
NAME OF APPLICANT: <u>City of Scranton</u>	
COMPLETE MAILING ADDRESS: <u>Municipal Building</u>	
<u>340 North Washington Avenue</u>	
<u>Scranton</u> , Pennsylvania, <u>18503</u>	
COUNTY: <u>Lackawanna</u>	TELEPHONE No: <u>(570) - 348-4105</u> FEDERAL EIN: <u>24 - 6000704</u>
APPLICANT'S AGENT NAME: <u>Christopher Jenkins</u> EMAIL: <u>cjenkins@scrantonpa.gov</u>	

PROJECT APPLICATION NUMBER: FEMA - <u>          </u> - DR - PA - <u>          </u> - <u>          </u>
(ASSIGNED BY PEMA)

This document shall constitute the Public Disaster Assistance Agreement between the Commonwealth of Pennsylvania and the above-named Applicant. This document, and all of the terms and conditions contained herein, shall apply to the grant of all disaster assistance funds provided by, or through, the Commonwealth of Pennsylvania, to the Applicant.

The Applicant certifies that:

1. The Applicant's Agent has the legal authority to apply for public disaster assistance on behalf of the Applicant and is authorized to execute all required forms on behalf of the Applicant.
2. The Applicant's elected officials and governing body have been informed of the terms and conditions of this Agreement, which apply to the receipt of federal and state financial assistance.
3. The Applicant agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards to record disaster related expenditures.
4. The Applicant agrees to use the disaster assistance funds solely for the purposes for which the funds are approved and provided by the federal government and the Commonwealth.
5. The Applicant agrees to complete all approved work items within the time limits that are established by the Governor's Authorized Representative or the federal government. Time limits for project completion begin with the date of the disaster declaration, unless appropriate time extensions are requested and granted by the Pennsylvania Emergency Management Agency (PEMA) and the Federal Emergency Management Agency (FEMA). Debris Clearance (Category A) and Emergency Protective Measures (Category B) must be completed within six months; Permanent Work (Categories C through G) are to be completed within 18 months.



**IN WITNESS WHEREOF**, the parties to this Public Disaster Assistance Application and Agreement for Financial Assistance have executed this document through their respective duly authorized officers with the intention of being legally bound thereby, as of the date written below.

**ATTEST:**

By: \_\_\_\_\_  
Witness Signature for Applicant's Agent

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPLICANT:**

Name of Applicant: \_\_\_\_\_  
(Government or Private Non-Profit Organization)

By: \_\_\_\_\_  
Applicant's Agent Signature

Typed Name: Christopher Jenkins  
Applicant's Agent

Date: \_\_\_\_\_

**ATTEST:**

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY**

By: \_\_\_\_\_  
Witness Signature for Governor's Authorized Representative

By: \_\_\_\_\_  
Governor's Authorized Representative Signature

Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**-THIS PAGE REQUIRES SIGNATURES-**

**(Sign in ink and submit original to PEMA)**



DEPARTMENT OF LAW

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


February 22, 2019

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS FOREMAN, CHRISTOPHER JENKINS TO ACT AS AGENT FOR CITY OF SCRANTON FOR EMERGENCY AND DISASTER RELIEF PURSUANT TO THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT, AND AUTHORIZING CITY OFFICIALS TO EXECUTE THE DESIGNATION OF AGENT AND THE PEMA PUBLIC DISASTER ASSISTANCE APPLICATION AND AGREEMENT FOR FINANCIAL ASSISTANCE.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED

FEB 22 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

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

2019

**ACCEPTING A DONATION FROM JOHN F. KENNEDY ELEMENTARY SCHOOL STUDENTS IN THE AMOUNT OF TWO HUNDRED AND FIFTY (\$250.00) DOLLARS TO THE CITY OF SCRANTON POLICE DEPARTMENT FOR THEIR SCRANTON POLICE SRO SUMMER CAMP.**

**WHEREAS**, the City of Scranton Police Department received a two hundred and fifty (\$250.000) dollar donation from students at the John F. Kennedy Elementary School for the Scranton Police SRO Summer Camp. This donation will be deposited into Special City Account No. 02.229530 entitled "Gang Resistance & Training Program"; and

**WHEREAS**, it is in the best interest of the City to accept this donation to benefit the Scranton Police SRO Summer Camp.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the donation of \$250.00 from John F. Kenned Elementary School students is hereby accepted to be deposited into Special City Account No. 02.229530 "Gang Resistance & Training Program" to benefit the Scranton Police SRO Summer Camp.

**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.

# Scranton Police Department

Superintendent of Police  
Chief Carl R. Graziano

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



## Be Part of The Solution

SCRANTON

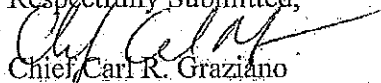
February 21, 2019

Attorney Jessica Eskra  
Solicitor  
City of Scranton

Attorney Eskra,

Please find the attached copy of a \$250.00 check that we received as donation from the students at John F. Kennedy Elementary School for our Scranton Police SRO Summer Camp. The check will be deposited into our Account #02,229530. Can the law department please draft legislation to formally accept this donation? Please contact me with any questions and/or concerns. Thank You.

Respectfully Submitted,

  
Chief Carl R. Graziano

SCRANTON SCHOOL DISTRICT  
KENNEDY STUDENT ACTIVITY FUND  
2200 PROSPECT AVE  
SCRANTON, PA 18505

358

80-5595/2313

1-11-2019

CHECK NUMBER

Pay to the  
Order of

Scranton Paleontology  
for fund-raising party

\$ 250.00

Dollars

DATE  
1-11-2019



**PennEast** 441 North 7th Avenue  
Federal Credit Union Scranton, PA 18503-2103

*Maxine Shaffer*

FOR

⑆231385950⑆ 0990333064⑈ 0358

Routing Number



DEPARTMENT OF LAW

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

February 25, 2019

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

RECEIVED

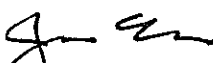
FEB 25 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING A DONATION FROM JOHN F. KENNEDY ELEMENTARY SCHOOL STUDENTS IN THE AMOUNT OF TWO HUNDRED AND FIFTY (\$250.00) DOLLARS TO THE CITY OF SCRANTON POLICE DEPARTMENT FOR THEIR SCRANTON POLICE SRO SUMMER CAMP.

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl



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

2019

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF SCRANTON FOR REHABILITATION OF NON-FEDERAL FLOOD CONTROL WORK IN SCRANTON, PENNSYLVANIA ON SCRANTON STAFFORD MEADOW BROOK .**

WHEREAS, by written correspondence, the City of Scranton (hereinafter referred to as the "Public Sponsor") requested the assistance of the Department of the Army (hereinafter referred to as the "Government") with the restoration of Scranton Stafford Meadow Brook, due to flooding in August, 2018, in accordance with 33 U.S.C. 701n and established policies of the U.S. Corps of Army Engineers; and

WHEREAS, this Agreement by and between the Government, represented by the District Engineer, Baltimore District, U.S. Army Corps of Engineers, and the Public Sponsor, represented by its Mayor, pursuant to 33 U.S.C. 701n, authorizes the Government to assist in the repair and restoration of the Scranton Stafford Meadow Brook Flood Protection Project which consists of excavation and restoration of the channel and debris basin to its pre-storm condition, as generally described in a report entitled Rehabilitation of damaged flood damage reduction works, Scranton Stafford Meadow Brook Non-Federal Flood Protection Project, prepared by the District Engineer, U.S. Army Engineer District Baltimore, approved by the Division Engineer on 2 Jan 2019; and

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement. A copy of said Agreement is attached hereto as Exhibit "A" and incorporated herein by reference hereto.

WHEREAS, the Government estimates Rehabilitation Effort costs at \$376,929 and, subject to receiving funds appropriated by the Congress of the United States, with the Public Sponsor contributing 20% of said costs, totaling approximately \$75,386.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into a Cooperation Agreement between the United States of America and the

City of Scranton for rehabilitation of Scranton Stafford Meadow Brook, non-federal flood control work in Scranton, Pennsylvania on Stafford Meadow Brook.

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

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

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

**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and  
THE CITY OF SCRANTON  
for  
REHABILITATION OF A NON-FEDERAL FLOOD CONTROL WORK  
SCRANTON, PENNSYLVANIA**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Baltimore District, U.S. Army Corps of Engineers, and the City of Scranton, Pennsylvania (hereinafter referred to as the "Public Sponsor"), represented by its Mayor.

**WITNESSETH THAT:**

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by flood;

**WHEREAS**, via written correspondence, the Public Sponsor has requested the Government to repair or restore a certain flood control work damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

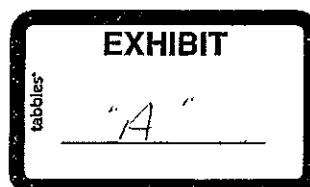
**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean that U.S. Army Corps of Engineers will repair damages at the Scranton Stafford Meadow Brook Flood Risk Management Project which consist of excavation and restoration of the channel and left bank to its pre-storm condition, as generally described in a report entitled Rehabilitation of damaged flood damage reduction works, Scranton Stafford Meadow Brook Non-Federal local Flood Protection Project, prepared by the District Engineer, U.S. Army Engineer District Baltimore, dated November 2019, and approved by the Division Engineer on 2 Jan 2019.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.



## **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 20 percent of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

## **ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the solicitation of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material

disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### **ARTICLE IV - METHOD OF PAYMENT**

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$376,929 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$75,386. In order to meet the Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$75,386. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Baltimore District" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was

accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

#### **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the Project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the Project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the Project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

#### **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

#### **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and Project. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

## **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement.

In the event the Public Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor or shall be considered the operator of the Project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the Project in a manner that will not cause liability to arise under CERCLA.

### ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Mayor  
City of Scranton  
340 North Washington Ave.  
Scranton, Pennsylvania 18503

If to the Government:

District Engineer  
Baltimore District  
U.S. Army Corps of Engineers  
2 Hopkins Plaza  
Baltimore, Maryland 21203

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

THE CITY OF SCRANTON

BY: \_\_\_\_\_  
John T. Litz, PMP  
Colonel, U.S. Army  
Commander and District Engineer

BY: \_\_\_\_\_  
William L. Courtright  
Mayor  
City of Scranton

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



### CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_ do hereby certify that I am the principal legal officer of the City of Scranton, that the City of Scranton is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Scranton in connection with the project, and to pay damages, if necessary, in the event of the failure to perform, in accordance with Section 221 of Public Law 91-611, and that the persons who have executed this Agreement on behalf of the City of Scranton have acted within their statutory authority.

IN WITNESS HEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City of Scranton Solicitor

## CERTIFICATION REGARDING LOBBYING

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 Form to Report Lobbying," 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 by 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 each such failure.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
William L. Courtright  
Mayor  
City of Scranton

CITY OF SCRANTON

ATTEST:

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jessica L. Eskra, Esq., City Solicitor

Date: \_\_\_\_\_

### **CERTIFICATION OF LEGAL REVIEW**

The Cooperation Agreement for the construction of the Rehabilitation of Stafford Meadow Brook, Lackawanna County, Flood Protection Project, Scranton, Pennsylvania, has been fully reviewed by the Office of Counsel, U.S. Army Engineer District, Baltimore, Maryland, and is legally sufficient.

\_\_\_\_\_  
TERRI DAVIS  
District Counsel

DATE: \_\_\_\_\_



DEPARTMENT OF LAW

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


February 25, 2019

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A  
COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA  
AND THE CITY OF SCRANTON FOR REHABILITATION OF NON-FEDERAL  
FLOOD CONTROL WORK IN SCRANTON, PENNSYLVANIA ON SCRANTON  
STAFFORD MEADOW BROOK .

Respectfully,

  
Jessica L. Eskra, Esquire  
City Solicitor

JLE/sl

RECEIVED  
FEB 25 2019

OFFICE OF CITY  
COUNCIL/CITY CLERK