

AGENDA
REGULAR MEETING OF COUNCIL
June 17, 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 TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD JUNE 26, 2019.

[Tax Assessor's Report for 6-26-19.pdf](#)
 - 3.B TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD JUNE 5, 2019.

[Tax Assessor's Results Report for 6-05-19.pdf](#)
 - 3.C MINUTES OF THE REGULAR MEETING OF SCRANTON REDEVELOPMENT AUTHORITY HELD MAY 1, 2019.

[Scranton Redevelopment Authority Minutes 5-1-19.pdf](#)
 - 3.D MINUTES OF THE CIVIL SERVICE COMMISSION MEETING HELD MAY 9, 2019.

[Civil Service Commission Meeting Minutes 5-9-19.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. 41, 2016, AMENDING FILE OF THE COUNCIL NO. 91, 2002 “AN ORDINANCE (AS AMENDED) PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES WITHIN THE CITY OF SCRANTON; ESTABLISHING HOURS OF OPERATION; PROVIDING FOR THE INSTALLATION OF METERS AND PARKING METER RATES; AUTHORIZING THE ENFORCEMENT OF PARKING ORDINANCES AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF’ BY AMENDING SECTION 3(A) TO REFLECT THE CHANGE IN HOURLY RATES” BY AMENDING SECTION 1 TO ADD A DEFINITION, SECTION 7 TO MODIFY THE USE, SECTION 14(a) AND (b) TO CHANGE THE TEMPORARY SUSPENSION, SECTION 15(a) AND (b) TO ADDRESS CHANGES FOR PERMIT PARKING, AND TO ADD SECTION 21 ADOPTING THE MAP FOR ON-STREET PARKING, SECTION 22 TO ABOLISH TIME ZONE PARKING AND TO CREATE LOADING ZONES WITHIN THE DOWNTOWN.

[Ordinance-2019 Amending FOC 41, 2016 Parking Meter Zones.pdf](#)

- 5.C FOR INTRODUCTION – AN ORDINANCE – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO APPROVE DOWNTOWN RESIDENTIAL PARKING RATES FOR THE DOWNTOWN SCRANTON RESIDENT PARKING PROGRAM.

[Ordinance-2019 Approve Downtown Residential Parking Rates.pdf](#)

- 5.D FOR INTRODUCTION – AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 47, 2013, ENTITLED “AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014” BY AMENDING THE 2014 ACTION PLAN BY UTILIZING ONE HUNDRED AND TWENTY-SIX THOUSAND NINE HUNDRED AND TWO DOLLARS AND NINETY CENTS (\$126,902.90) UNDER THE HOME INVESTMENT PARTNERSHIP

PROGRAM (HOME) TO BUILD A TWO (2) UNIT RENTAL HOUSE FOR LOW INCOME FAMILIES IN THE CITY OF SCRANTON OR TO ACQUIRE AND REHAB TWO (2) VACANT HOUSES IN THE CITY OF SCRANTON FOR LOW INCOME FAMILIES BY AND THROUGH THE SCRANTON LACKAWANNA RESOURCES DEVELOPMENT CORPORATION A SUBSIDIARY OF THE SCRANTON LACKAWANNA HUMAN DEVELOPMENT AGENCY.

[Ordinance-2019 Amending 2014 Action Plan.pdf](#)

- 5.E FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH REUTHER+BOWEN, PC TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2019 ROADWAY IMPROVEMENT PROJECT.

[Resolution-2019 Contract with Reuther+Bowen 2019 Roadway Improvement.pdf](#)

- 5.F FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A SETTLEMENT AGREEMENT BY AND BETWEEN UGI UTILITIES, INC., (“UGI”) THE CITY OF SCRANTON (“CITY”) AND PENNSYLVANIA PUBLIC UTILITY COMMISSION (“PUC”) TO SETTLE LITIGATION FILED AGAINST THE CITY AND PUC BY UGI.

[Resolution-2019 Settlement Agreement with City UGI and PUC.pdf](#)

- 5.G FOR INTRODUCTION – A RESOLUTION – APPROVING AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A SETTLEMENT AND MUTUAL GENERAL RELEASE WITH 500 LACKAWANNA DEVELOPMENT COMPANY CONCERNING PROJECT NO. 400.14 FROM THE URBAN DEVELOPMENT ACTION GRANT PROGRAM FOR A LOAN IN THE AMOUNT OF \$550,000.00, PASSED BY RESOLUTION NO. 39, 2006.

[Resolution-2019 Settlement & Mutual General Release with 500 Lackawanna Development Co..pdf](#)

- 5.H FOR INTRODUCTION – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A GRANT AGREEMENT BY AND BETWEEN THE COUNTY OF LACKAWANNA AND CITY OF SCRANTON PERTAINING TO A COMMUNITY RE-INVEST GRANT #2013-32 (REVISED).

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 66, 2019 - AN ORDINANCE - CREATING AND ESTABLISHING SPECIAL CITY ESCROW ACCOUNT NO. 02.229640 ENTITLED "RENTAL REGISTRATION TENANT ESCROW" TO ACCEPT AND DISBURSE FUNDS RECEIVED FROM RENTAL PAYMENTS FROM TENANTS WHOSE LANDLORDS HAVE FAILED TO COMPLY WITH REGISTERING THEIR RENTAL PROPERTIES IN THE CITY OF SCRANTON PURSUANT TO FILE OF THE COUNCIL NO.58, 2016 (AS AMENDED).

[Ordinance-2019 Special City Acct Rental Registration Tenant Escrow.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - FILE OF THE COUNCIL NO. 65, 2019 - AMENDING FILE OF THE COUNCIL NO. 9, 2010 AN ORDINANCE REPEALING FILE OF THE COUNCIL NO. 95, 2009 (AS AMENDED) AN ORDINANCE, ENTITLED "SIGNIFYING THE INTENTION AND DESIRE OF THE COUNCIL OF THE CITY OF SCRANTON TO ORGANIZE AN AUTHORITY TO BE KNOWN AS THE SCRANTON PUBLIC LIBRARY AUTHORITY UNDER PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY, KNOWN AS THE MUNICIPALITY AUTHORITIES ACT, 53 PA.C.S.A. 56; SETTING FORTH AND AUTHORIZING EXECUTION OF ARTICLES OF INCORPORATION; APPOINTING AND FIXING THE TERMS OF THE FIRST MEMBERS OF THE BOARD OF SUCH AUTHORITY; AND UPON ORGANIZATION CONVEYING TITLE TO THE AUTHORITY FOR THE PROPERTIES ON WHICH THE ALBRIGHT MEMORIAL LIBRARY, THE GREEN RIDGE LIBRARY AND THE SILKMAN HOUSE ARE LOCATED; AUTHORIZING ALL OTHER NECESSARY ACTION; AND REPEALING ALL INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES, RESOLUTIONS OR PARTS OF RESOLUTIONS" TO REVIVE THE SCRANTON PUBLIC LIBRARY AUTHORITY.

Ordinance - Amending FOC No. 9, 2010 Scranton Public Library
Authority.pdf

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 06/26/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
10:00 AM	MARTZ ALICE	SCRANTON	15605020051		14000	
10:10 AM	CHURILLA SUSAN J & GEORGE	SCRANTON	13304020008		24000	
10:20 AM	ANELLI ANTHONY	SCRANTON	1571201000901		12000	
10:30 AM	FABRICATORE G R & M&G-COLEMA	SCRANTON	13416020019		12000	
10:40 AM	KEGG BARRY K & FISHER JUDITH	COVINGTON	22701020053		5000	
10:50 AM	HOROWITZ SAUL & GITTY	SCOTT TWP	06215010027	MARK RUDALAVAGE	80500	
11:00 AM	MUNDRAKE S W JR & MILLINGTON	SCOTT TWP	08203050001		18700	
11:10 AM	MJD OF SCRANTON LLC	ROARING BROOK	1700101000184		5350	
11:20 AM	FIORILLO MICHAEL & ROSA	NORTH ABINGTON TWP	0580202000202	CH WELLES	63000	
11:30 AM	KOBYRNICH JAMES D & CANDICE L	WEST ABINGTON	0670102000200	SEAN GALLAGHER	15000	
11:40 AM	WANCHISEN RONALD & CAROL	SOUTH ABINGTON TWP	1110201003712		28300	
11:50 AM	LENCESKI BENJAMIN AND LEE ANN	RANSOM	13104010008		21000	
12:00 PM	PERRINI TERESA & FABRI PETRA	BLAKELY	1041701007802	GLENN CASHURIC	19000	
12:10 PM	CRAPARO JOSEPH F & KAREN A	FELL TWP	00719010005	WALTER CASPER	23500	
12:20 PM	GAUDETTE C-TROMBLY D	OLD FORGE	17508030029		7000	
12:30 PM	PATEL JAGADISHCHANDRAJ & AJ	DICKSON CITY	1240701000254		25000	
12:40 PM	WAIBEL JOHN X & JAIME L	GREENFIELD TWP	0150303001714		39540	
12:50 PM	CHAMOUN GEORGES	MOOSIC	1860301000197		57600	
1:00 PM	ANDREWS WILLIAM P & TRACEY	CARBONDALE CITY	0541202003401		1000	
1:10 PM	GREENE JOHN W JR & KELLY JO	CARBONDALE CITY	05416030006		1500	
1:20 PM	CHIPALOWSKY EDWARD & PAULA	JEFFERSON TWP	1610402000201		46757	

TOTAL RECORDS 21

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TAX ASSESSOR'S REPORT

Hearing Date: 06/05/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
10:00 AM	DONLY JAMES H & ELAINE F	SCRANTON	15716020006	ELAINE GEROULO	22000	22000
10:10 AM	ROSA CARL & ELIZABETH	SCRANTON	14653030003		22500	22500
10:20 AM	GOLDEN ARTHUR M & CHARLOTTE	SCRANTON	1681401001906		67500	38000
10:30 AM	PAHANICH SUZANNE C	SCRANTON	13415030033		16000	16000
10:40 AM	GRUEN LEE D & BEVERLY A	SCRANTON	16801010015		17000	17000
10:40 AM	GRUEN LEE DAVID & BEVERLY ANN	SCRANTON	16803030016		19000	19000
10:50 AM	CACIOPPO CARMEN A & ELIZABETH	SCRANTON	16708070025		2050	1000
11:00 AM	ROSENKRANS COURTNEY & JASON	SCOTT TWP	0620101000202	COREY KOLCHARNO	36000	26000
11:10 AM	BISHER BARBARA	COVINGTON	22004040002		14500	10000
11:20 AM	NOVAK DAVID T & JOAN M	COVINGTON TWP	1980302000108		58250	50000
11:30 AM	SLAVINSKI JOHN	SPRINGBROOK TWP	2110402000101		25540	25540
11:40 AM	WILLIAMS JEREMEY N & MICHELLE E	SPRINGBROOK	19703020014		16300	15300
11:50 AM	DANNA JACK J & SUSAN E	ROARING BROOK	1800101000309		45976	25976
12:00 PM	SANDERSON SCOTT R & KIMBERLY	ROARING BROOK TWP	1700101001143		77500	55800
12:10 PM	FIDIAM ROBERT E & AMANDA	ROARING BROOK	1600102000509	JUSTIN SULLA	56000	52680
12:20 PM	WASHKO CHRISTOPHER & JULIE C	ROARING BROOK	1700101000164		53500	43800
12:40 PM	BUTCHKO ROBERT A & PATRICIA A	SOUTH ABINGTON TWP	0910101000739		37000	37000
1:00 PM	GABLE TRUST DONALD D & VIOLET	WEST ABINGTON	0780101000401		11300	3300
1:10 PM	RICHARDS JOSEPH D & JAIME L	COVINGTON	1980302000115		33400	28000
1:20 PM	YURKANIN AARON	BLAKELY	10414040030		24750	21750
1:30 PM	EDWARDS GEORGE W III & SHERYL	GREENFIELD TWP	02202020009		22700	22700
1:40 PM	PULMAN JUSTIN & SHARON	JEFFERSON TWP	1380204003001		54000	54000
1:50 PM	JOYCE JOHN AND LINDA	MOOSIC	18513020014		30500	26500
2:00 PM	CRYSTAL AIR INC	DICKSON CITY	12408030062		68000	53000

TOTAL RECORDS 24

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SRA

Scranton Redevelopment Authority

Approved Minutes
Regular Meeting
Wednesday, May 1, 2019
12:15 P.M.

Olympus Digital Voice Recorder VN-7200, File A, Track 44

I. Roll call:

Present: Mr. Schwartz, Mr. Savinelli, Mr. Timlin
Paul Kelly, Solicitor
Denise Nytech, SRA Coordinator
Disha Patel, SRA Fiscal Coordinator

Solicitor: Paul Kelly

Absent: Mr. Teserovitch

II. Reading and approval of minutes:

April 2019 minutes approved:

- Mr. Savinelli made the motion to approve the minutes.
- Mr. Schwartz seconded.

Roll Call Vote

- o Mr. Schwartz...YES
- o Mr. Savinelli...YES
- o Mr. Timlin...YES

III. Bills and Communications:

Attorney Paul Kelly Legal Bills - \$1,092.50

- Mr. Schwartz made the motion to approve the bills.
- Mr. Savinelli seconded.

Roll Call Vote

- o Mr. Schwartz...YES
- o Mr. Savinelli...YES
- o Mr. Timlin...YES

IV. Report of the Secretary:

Mr. Savinelli – No report.

V. Reports of Committees:

Property Committee: No report at this time.

Audit Committee: No report at this time.

VI. Financial Statements:

Financial Statements – March 2019

April 2019's statements to defer so that the SRA can review them.

Mr. Schwartz made the motion to approve Financial Statements.

Mr. Savinelli seconded.

Roll Call Vote

- Mr. Schwartz....YES
- Mr. Savinelli....YES
- Mr. Timlin....YES

VII. New Business/Unfinished Business:

Sale of Orchard Street Restoration, LLC – Atty. Matt Barrett present for Orchard Street Restoration, LLC. SRA Resolution #2 of 2019 was read by Mr. Timlin whereas the lot (PIN# 15616-050-021) was sold at a cost of \$650.00 plus costs –total \$1,596.00. Resolution contains Settlement Statement (HUD-1) and Deed – Resolution passed and signed at meeting. Atty. Barrett gave Atty. Kelly a check totaling \$1,596.00 – check was then given to Disha to deposit in the General Fund.

Sharon's Restaurant Update – Sink hole – Atty. Kelly has not received a response back from his letter. This is considered a dead issue.

Lamar Update – Atty. Kelly has not received a response from Lamar's Corporate Headquarters in Louisiana. With the Boards permission Atty. Kelly will reach out to Mr. Geoffrey MacGregor – local contact at Lamar to find out locations of billboards that are being leased on SRA properties and their renewals.

Main Avenue Property – Tom Welby with Rep. Marty Flynn’s office contacted Mr. Timlin to convert the property located on the east side of Main Avenue off the Scranton Expressway into a Welcoming Center (no building) a green area to welcome people into West Scranton.

Cedar Avenue Property - Mr. Welby also addressed a property located on Cedar Avenue that neighbors were concerned about the overgrowth. This isn’t of any value to anyone except to the properties that butt up to it. Mr. Welby is looking at talking with the neighbor’s to purchase the property. The neighbors are concerned about their taxes will go up – the tax increase would be minimal – it would behoove the SRA to sell the property in the future.

Cooper’s Restaurant check – for their loan in the amount of \$500.00 was given to Disha to deposit into the SRA Operating Account.

Other Unfinished Business – Maintenance on SRA owned properties located on Vine and Prescott Streets and 1000 block of N. Washington Avenue at New Street. With the board’s approval Mr. Timlin was given permission to contact Mr. Brian Wallace to provide clean-up on these properties. No board member’s had questions regarding contacting Mr. Wallace.

Next SRA Meeting – The June meeting will be postponed from June 5th to June 12, 2019. An ad will be placed into the Scranton Times.

Public Comment:

No public comment.

VIII. Adjournment:

Mr. Savinelli made the motion to adjourn.

Mr. Schwartz seconded.

Roll Call Vote

- Mr. Schwartz....YES
- Mr. Savinelli....YES
- Mr. Timlin....YES



CIVIL SERVICE COMMISSION

Jeff Mackie - Chairman
Paul Duffy - Commissioner
Jack Loscombe - Commissioner
Christian Owens, Esquire - Solicitor

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

Approved Minutes
May 9, 2019
Civil Service Meeting

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I. Pledge of Allegiance

Completed.

II. Roll Call

Roll call was taken. Chairman Loscombe & Commissioner Mackie were present.

Solicitor Christian Owens was present.

Civil Service Commission Coordinator, Denise Nytch, was present.

Absent: Commissioner Kelly

III. Approval of Minutes

- By way of motion by Jeff Mackie and seconded by Chairman Loscombe, the Commission approved the minutes for April 4, 2019.

IV. Approval of Bills

- By way of motion by Commissioner Mackie and seconded by Chairman Loscombe, the Commission approved the legal bills from Solicitor Owens in the amount of \$969.00 for legal services in April 2019.
- By way of motion by Commissioner Mackie and seconded by Chairman Loscombe, the Commission approved to pay the following bills:

Scranton Times Ad for Police Officer Examination	\$1,884.60
Fire Service Testing Company Fire Prevention Officer	\$1,175.00
Fire Service Testing Company Fire Inspector	\$1,395.00
Jack Loscombe for Testing Supplies for Chffr, Captain	\$ 143.50
Tom Bryan for Chauffeur/Ad Captain written Exam	\$ 250.00

V. Unfinished Business, New Business

- Solicitor Owens will write another letter to Lake Scranton Urgent Care regarding receiving the continued invoice for Hernandez & Sweeney.
- Score results for Chauffeur & Administrative Captain were passed out.
- Further follow-up on the letter from Mr. Mariano re Police Entry List will be done.
- Pvt. Dominick's request for Promotional Testing Materials (Oral Rubrick) doesn't have to be given to him per Amendment 10 to the Municipal Civil Service Commission of Scranton Rules and Regulations.
- Chairman Loscombe received a letter from Robert Keiper to serve on the Civil Service Commission.
- John J. Judge IV sent a letter to Chairman Loscombe asking to remove his name from City of Scranton Promotional List for rank of Lieutenant in the Bureau of Fire.

VI. Communication and Reports/Public Comment

- No public in attendance.

VII. Adjournment

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

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 41, 2016, AMENDING FILE OF THE COUNCIL NO. 91, 2002 "AN ORDINANCE (AS AMENDED) PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES WITHIN THE CITY OF SCRANTON; ESTABLISHING HOURS OF OPERATION; PROVIDING FOR THE INSTALLATION OF METERS AND PARKING METER RATES; AUTHORIZING THE ENFORCEMENT OF PARKING ORDINANCES AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF BY AMENDING SECTION 3(A) TO REFLECT THE CHANGE IN HOURLY RATES" BY AMENDING SECTION 1 TO ADD A DEFINITION, SECTION 7 TO MODIFY THE USE, SECTION 14(a) AND (b) TO CHANGE THE TEMPORARY SUSPENSION, SECTION 15 (a) AND (b) TO ADDRESS CHANGES FOR PERMIT PARKING, AND TO ADD SECTION 21 ADOPTING THE MAP FOR ON-STREET PARKING, SECTION 22 TO ABOLISH TIME ZONE PARKING AND TO CREATE LOADING ZONES WITHIN THE DOWNTOWN.

WHEREAS, the City entered into the Scranton Metered Parking System Concession and Service Agreement on August 23, 2016, the "Concession Agreement" with the Community Development Properties, Scranton, Inc., "CDPSI or the Concessionaire," pursuant to which the Concessionaire acquired the facilities and the right to operate Scranton's Metered Parking System; and

WHEREAS, Article 4 of the Concession Agreement requires the Concessionaire to make the Capital Improvements to the Metered Parking System set forth both in Article 4 and in the Second Amendment to Concession and Lease Agreement adopted by File of the Council No. 23, 2018, and further, Article 4.2 of the Concession Agreement requires the City to provide the authorizations necessary to enable the Concessionaire to implement the installation of those Capital Improvements; and

WHEREAS, the City has determined that, in order to improve on-street parking, to promote the public welfare by administering, supervising and enforcing an efficient system of on-street parking regulations, and to provide sufficient resources to effectuate the foregoing, it is in the best interest of the City of Scranton to amend the File of the Council No. 91, 2002, as amended, to reflect the replacement of traditional coin parking meters with technologically advanced "Multi Space Pay Stations" (hereinafter MSPS), as well as to modify the process for obtaining a temporary suspension of on-street parking MSPS systems, provide for permit parking in certain MSPS areas, establishing a designated map for MSPS locations, and abolish Time Zone Parking Spaces while creating business Loading and Unloading Zones.

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

SECTION 1. File of the Council No. 91, 2002, Section 1, as amended, is hereby amended to add the following definitions:

“Multi Space Pay Station” (MSPS) - Means a device used for on-street parking that will log the license plate of a parked vehicle and which can accept payment by credit card, cellular phone, and/or coins.

“Parking Space” – Means each individual eighteen (18) consecutive feet along the curb of a street where parking is permissible on a street where an MSPS is located.

SECTION 2. File of the Council No. 91, 2002, Section 7, Use of Meters – Deposit of Coin or Token, as amended, is hereby amended and replaced in its entirety to read:

When any vehicle shall be parked in any space on a street on which a Multi Space Pay Station is located, in accordance with the provisions of this article, the operator shall, upon entering the parking space, immediately register the vehicle at the nearest MSPS located on that side of the street by entering their license plate number and paying the required amount by either credit card or coin, or through their cell phone. Upon payment, the parking space may be lawfully occupied by such vehicle during the period of parking time which has been prescribed. Failure to pay or register the applicable license plate number shall constitute a violation of this article and shall subject such person to the penalty set forth in Section 17. In the event that an MSPS is out of order or malfunctioning, this does not preclude the vehicle from complying with the provisions of this Ordinance by utilizing the next closest MSPS and may result in the assessment of a penalty as described in Section 17. If such vehicle remains parked in any space beyond the parking time limit fixed for such parking space, such vehicle shall be considered as parked overtime and beyond the period of legal parking time. The parking of a vehicle overtime or beyond the period of legal parking time in any such part of a street where any such multi space pay station is located, disabled or removed for repair shall be a violation of this article and punishable as hereinafter set forth.

SECTION 3. File of the Council No. 91, 2002, Section 14, Temporary Suspension – Prescribing Other Regulations, as amended, is hereby amended and replaced in its entirety to read:

(a) The provisions of this article may be temporarily suspended by the City of Scranton, and it may prescribe temporarily such other rules and regulations as traffic conditions may require.

(b) A parking space located in an area subject to a multi space pay station may be temporarily suspended by the City, its lessors and/or agents for purposes of managing and controlling it's on street parking system, for the purpose of street construction, traffic conditions, public events, or public safety, at the sole discretion of the City. The City, its lessors and/or agents is authorized to issue a permit to any person, company, firm, or corporation for the temporary suspension of a Parking Space so that the vehicle of said person, company, firm, or corporation may be parked in said Parking Space. The fee for such permit shall be as outlined in the Concession Agreement.

SECTION 4. File of the Council No. 91, 2002, Section 15 (a) and (b), Exceptions, as amended is hereby amended and replaced in its entirety to read:

(a) Nothing in this article shall be construed as prohibiting the City from providing for free parking for loading and unloading purposes, for bus stops, for public safety concerns and other matters of a similar nature.

(b) Those individuals residing in residential complexes on the 300 block of Madison Avenue where meters presently exist and where Multi Space Pay Stations will be located may apply to the City for a Parking Permit. The resident must show proof of residency in the form of state issued photo identification. The resident shall also show proof of vehicle ownership by providing a valid Title or Registration. If a resident establishes proof of residency and vehicle ownership to the satisfaction of the City then a Parking Permit shall be issued. There will be a maximum of two (2) permits per rental unit allowed. The Parking Permit shall authorize the holder to park in any parking space located only on the block of the person's residence. The Permit shall be displayed on the Vehicle in a prominent place readily identifiable by enforcement personnel. The Permit Fee shall be for \$10 per month. Permits will expire on the last day of each calendar year, and shall require annual renewal. Permits may be revoked due to nonpayment.

SECTION 5. File of the Council No. 91, 2002, as amended, is hereby amended to add:

Section 21. The City hereby adopts designated areas in which multi space pay stations are permitted, as outlined in the map attached hereto as Exhibit "A."

SECTION 6. File of the Council No. 91, 2002, as amended, is hereby amended to add:

Section 22.

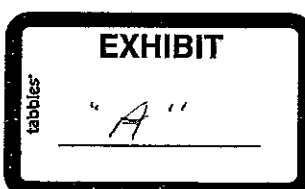
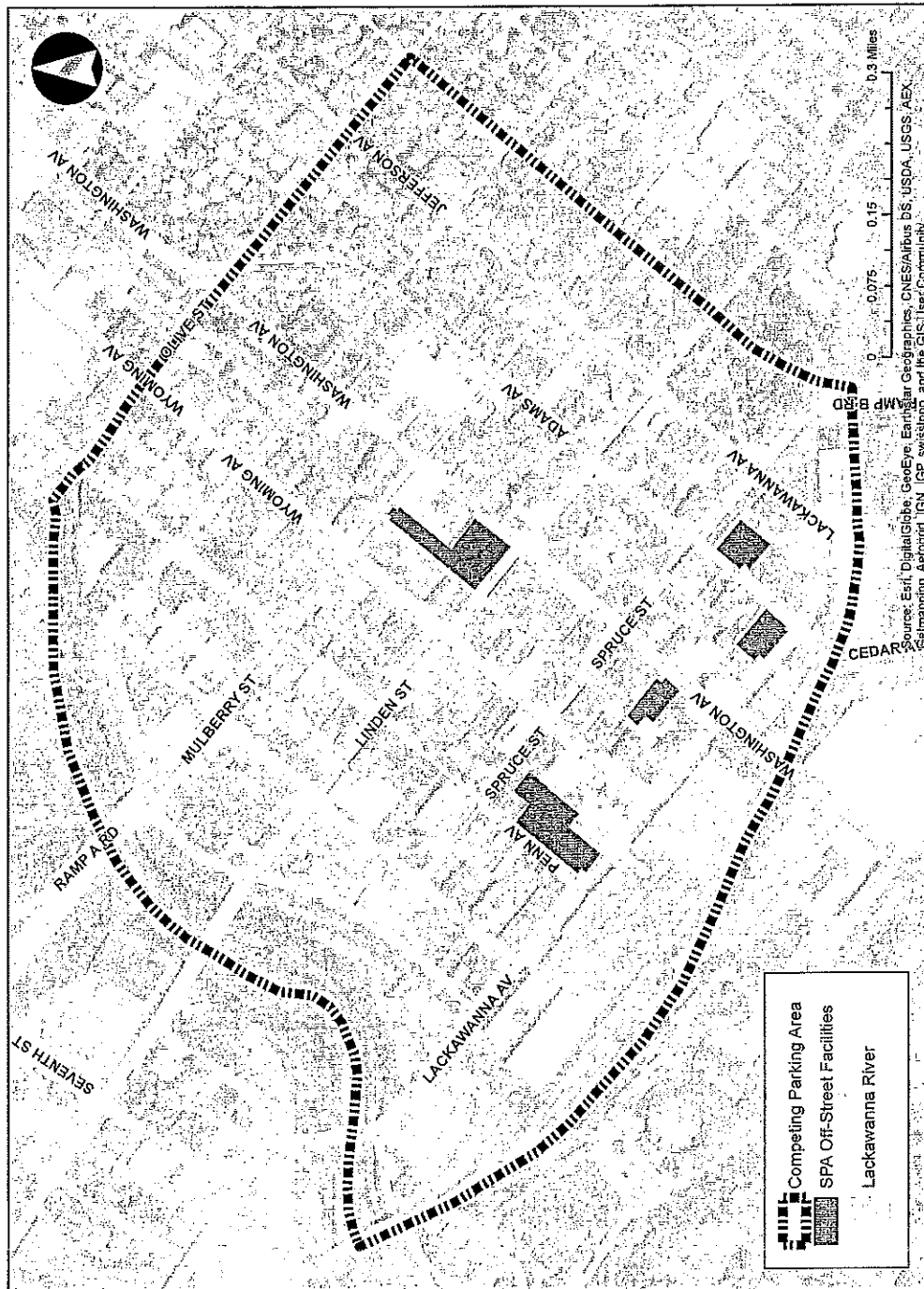
- (a) The City hereby abolishes, repeals, and no longer authorizes Time Zone or Patron Parking Spaces. Time Zone or Patron Parking Spaces, including inter alia, "15 Minute Only" and "30 Minute Only," as well as spaces designated for patrons of specific businesses. Any such signs shall be removed by the City, its lessors or agents for purposes of management of its on street parking system.
- (b) Designated Time Zone or Patron Parking Spaces shall be permissible for government and medical facilities, to include City Hall, Lackawanna County, and/or the Federal Government at the sole discretion of the City.
- (c) The unauthorized installation of such signs shall result in a fine equal to the amount of lost revenue from the date of installation until it is removed assessed against the person or entity responsible for installing such sign.
- (d) The City shall designate up to one (1) "Loading/Unloading Zone - 30 Minute Only Parking" per block at its sole discretion for use by businesses located thereon.

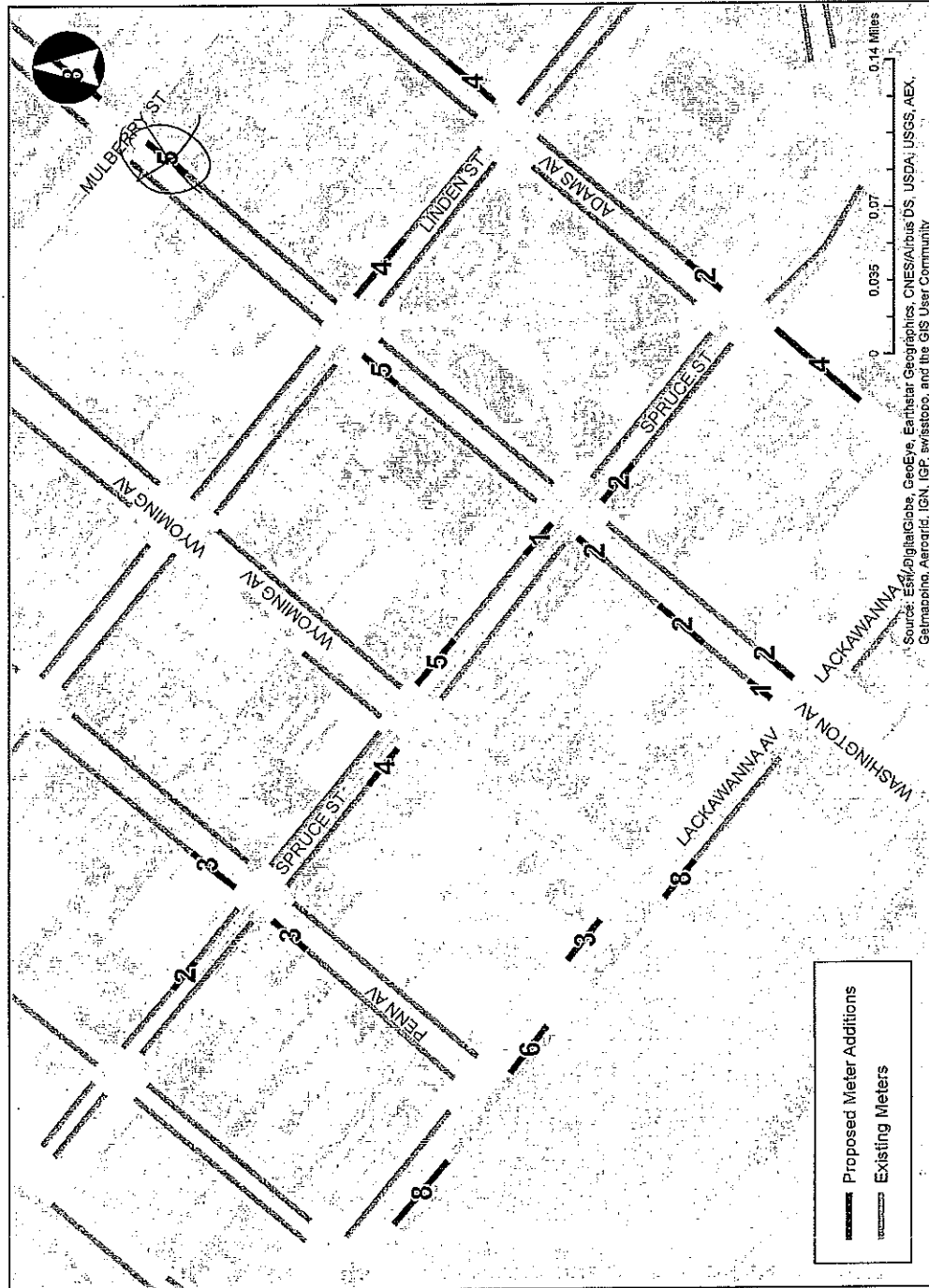
SECTION 7. In all other respects File of Council No. 91, 2002, as amended, and File of Council No. 41, 2016, shall remain in full force and effect.

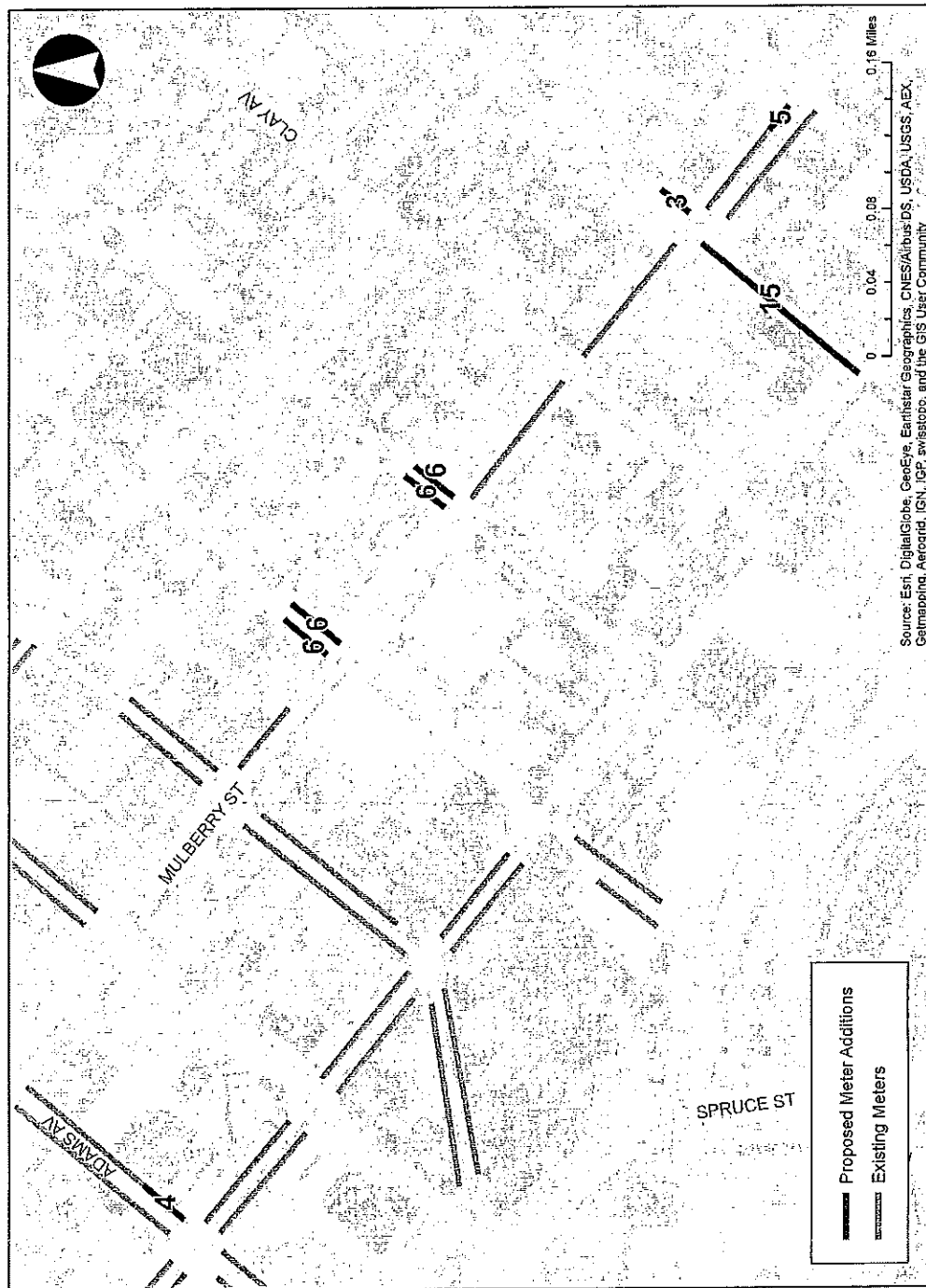
SECTION 8. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the 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 9. This Ordinance shall become effective upon installation of the Multi Space Pay Stations.

SECTION 10. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.









DEPARTMENT OF LAW

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

June 7, 2019

RECEIVED

JUN 10 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. 41, 2016, AMENDING FILE OF THE COUNCIL NO. 91, 2002 "AN ORDINANCE (AS AMENDED) PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES WITHIN THE CITY OF SCRANTON; ESTABLISHING HOURS OF OPERATION; PROVIDING FOR THE INSTALLATION OF METERS AND PARKING METER RATES; AUTHORIZING THE ENFORCEMENT OF PARKING ORDINANCES AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF BY AMENDING SECTION 3(A) TO REFLECT THE CHANGE IN HOURLY RATES" BY AMENDING SECTION 1 TO ADD A DEFINITION, SECTION 7 TO MODIFY THE USE, SECTION 14(a) AND (b) TO CHANGE THE TEMPORARY SUSPENSION, SECTION 15 (a) AND (b) TO ADDRESS CHANGES FOR PERMIT PARKING, AND TO ADD SECTION 21 ADOPTING THE MAP FOR ON-STREET PARKING, SECTION 22 TO ABOLISH TIME ZONE PARKING AND TO CREATE LOADING ZONES WITHIN THE DOWNTOWN.

Respectfully,

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

JLE/sl

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO APPROVE DOWNTOWN RESIDENTIAL PARKING RATES FOR THE DOWNTOWN SCRANTON RESIDENT PARKING PROGRAM.

WHEREAS, the City of Scranton by File of the Council No. 23, 2018 (as Amended) Amending File of the Council No. 37, 2016 entered into a Second Amendment to the Concession and Lease Agreement with Community Development Properties, Scranton, Inc. with respect to Metered Parking in the City of Scranton and Garages owned by the Parking Authority of the City of Scranton pursuant to the Scranton Metered Parking System Concession and Services Agreement and Scranton Parking Facilities System Concession and Lease Agreement; and

WHEREAS, pursuant to the Second Amendment to the Concession and Lease Agreement, before an amount not to exceed \$1,804,000 is to be released for the proposed kiosk meter system, City Council as a body shall concur with a downtown residential monthly parking program; and

WHEREAS, Community Development Properties, Scranton, Inc. (CDPS) and ABM Parking Services (ABM), in partnership with the City of Scranton (City), the Scranton Parking authority (SPA), and Scranton Tomorrow (ST), is pleased to announce a new reduced rate monthly parking program that benefits current and future downtown residents; and

WHEREAS, the purpose of the program is twofold. First, to reward those that have chosen to make downtown their home, and by doing so, contributing to its growing vibrancy. Second, to encourage private real estate developers to undertake residential development by providing affordable, accessible and safe parking options for their tenants.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials of the City of Scranton approve the downtown residential parking rates for the Downtown Scranton Resident Parking Program, which shall provide:

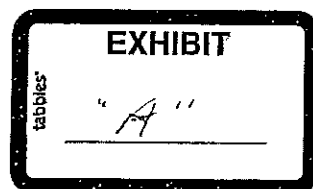
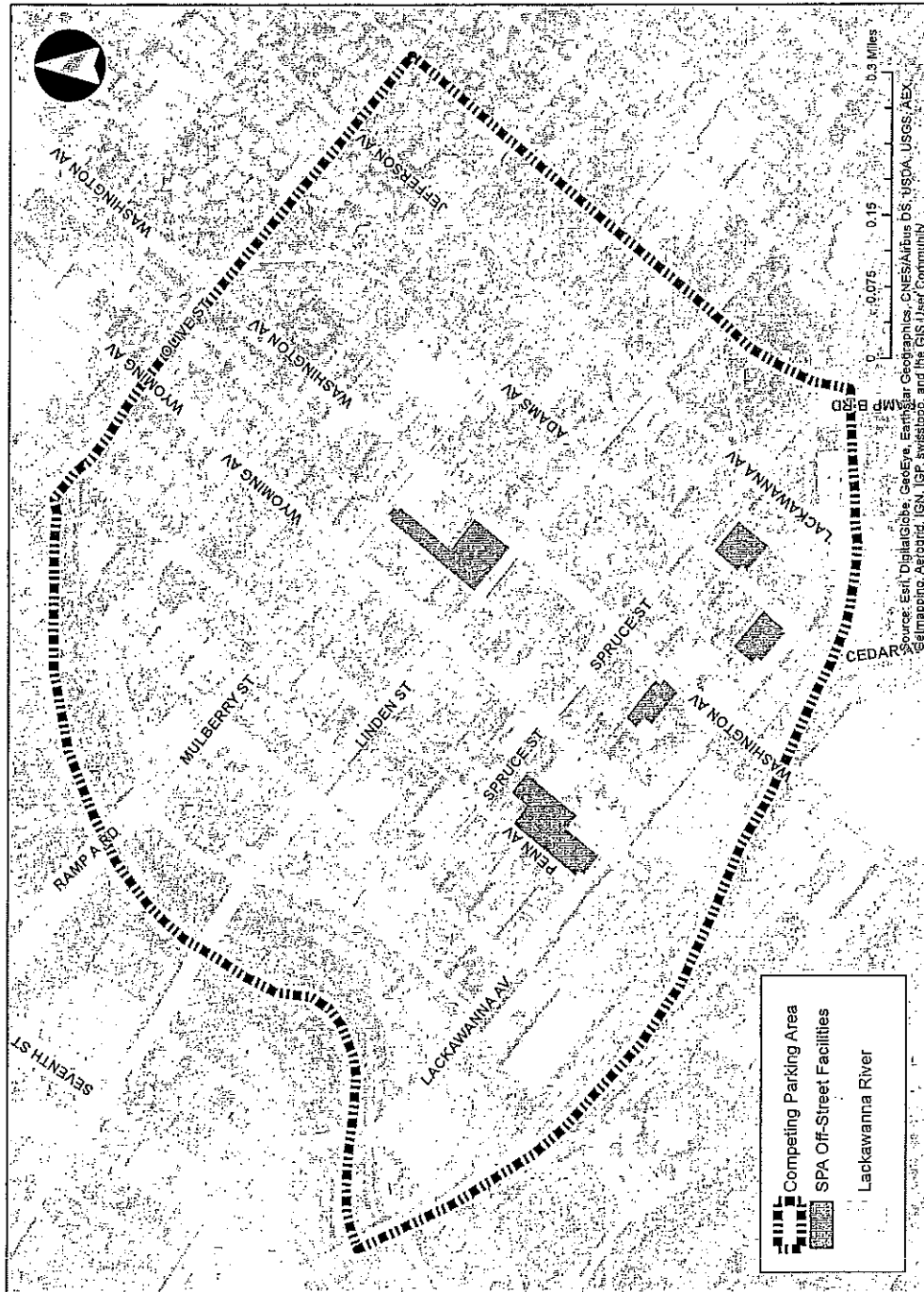
- Eligibility: To be eligible, a parker must reside in a residential unit within the boundaries of the attached map. Proof of residency shall be required.
- Parking is confined to the following garages only: Linden, Casey and Electric City and only in designated spaces located on the level immediately below the uncovered roof level of each of these garages.

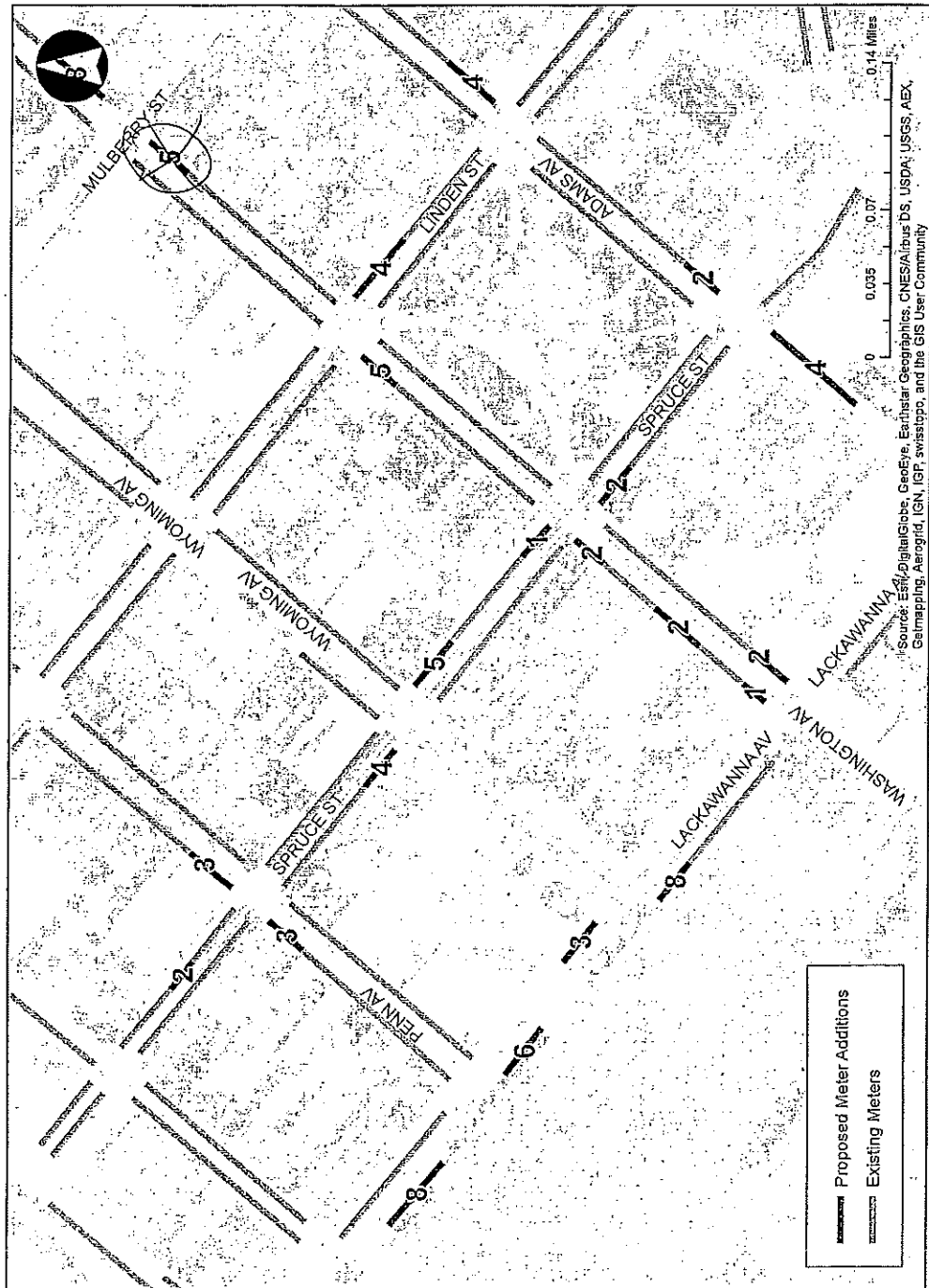
- Parking is confined to the following garages only: Linden, Casey and Electric City and only in designated spaces located on the level immediately below the uncovered roof level of each of these garages.
- The cost of a monthly space is eighty percent 80% of the regular monthly parking rate. Choosing the downtown resident program does not preclude a parker from being able to switch at any time to the regular monthly parking rate or premium monthly rate programs.

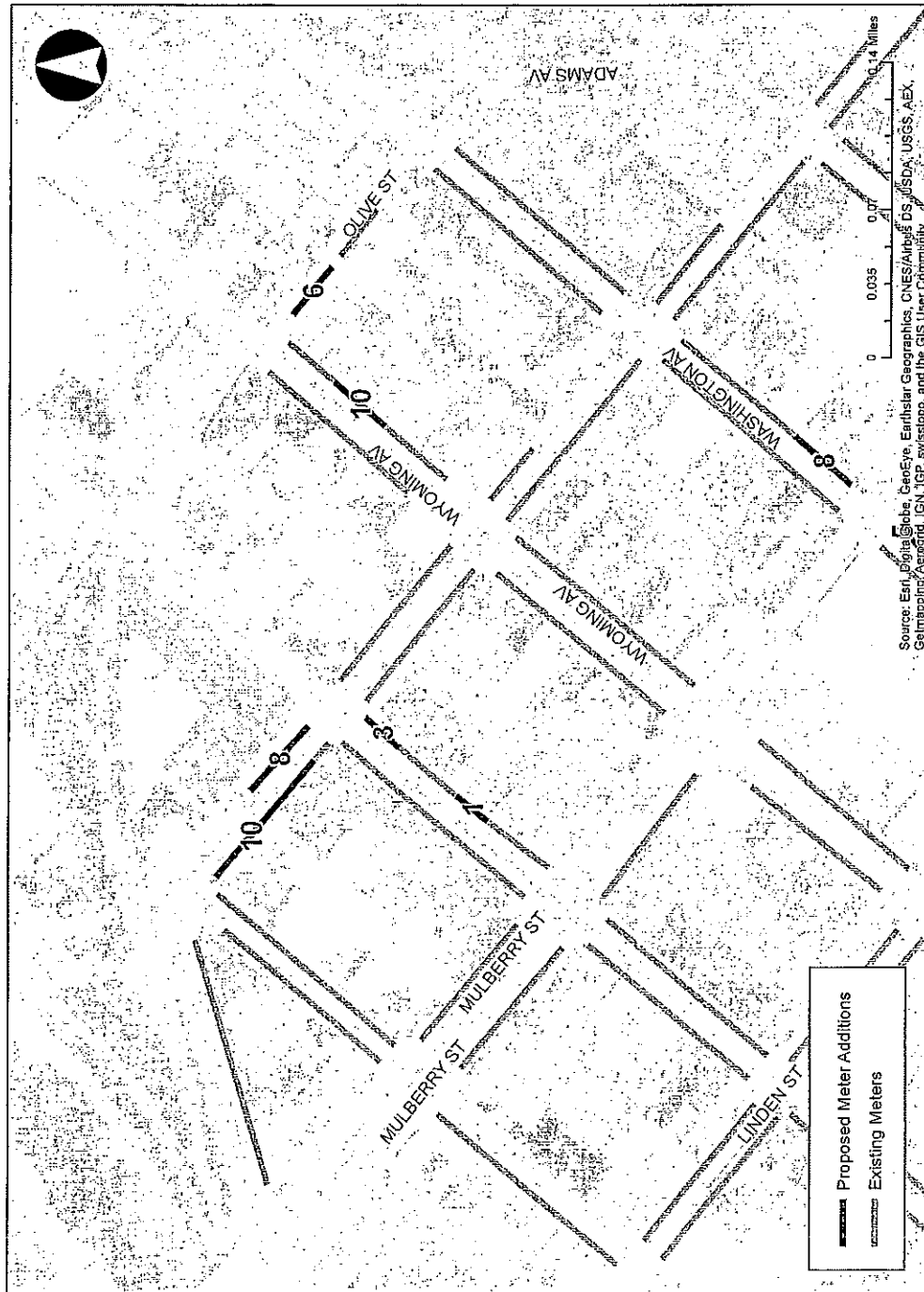
SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the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

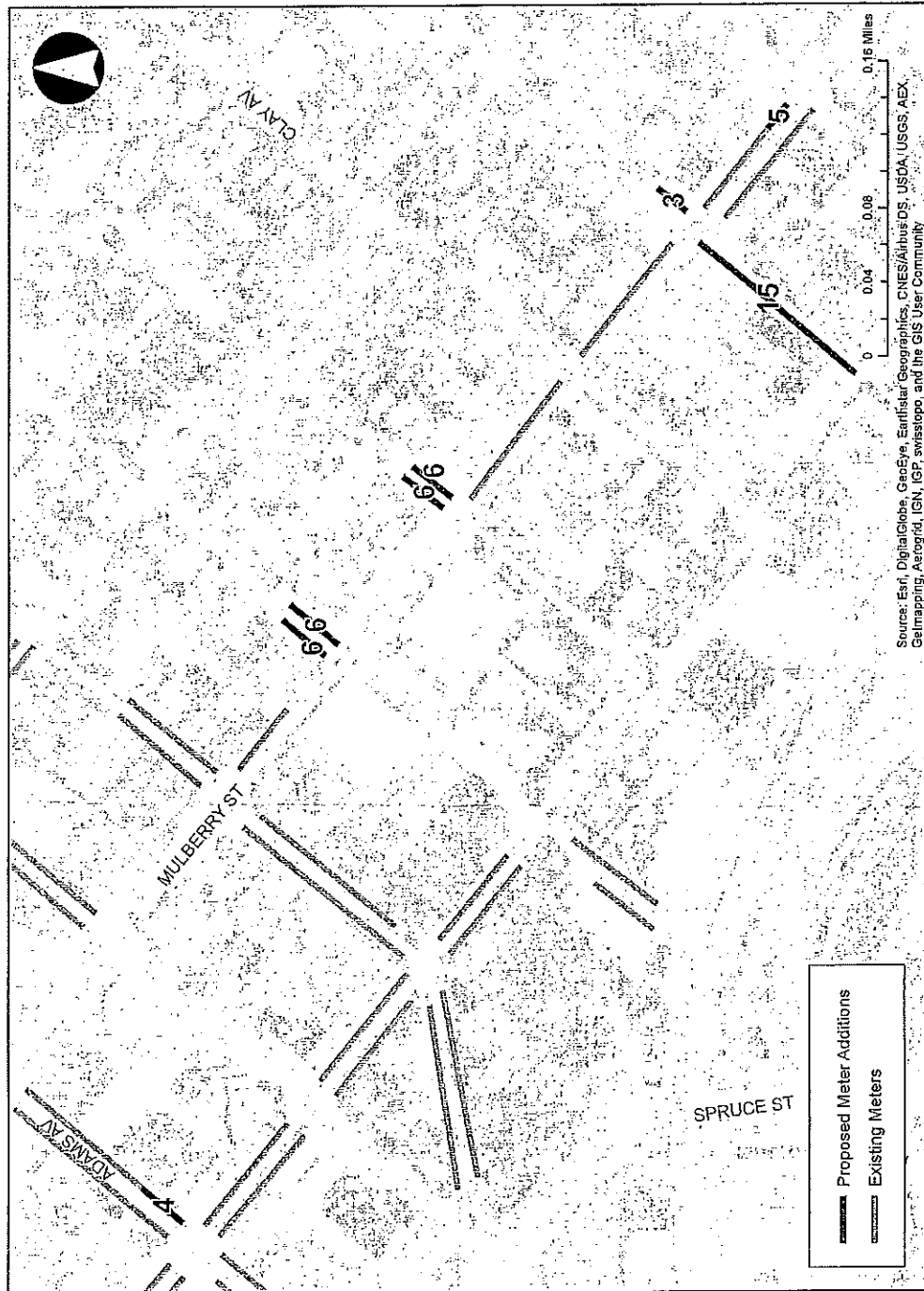
SECTION 2. This Ordinance shall become effective immediately upon approval.

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 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

June 7, 2019

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

RECEIVED

JUN 10 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS OF THE CITY OF SCRANTON TO
APPROVE DOWNTOWN RESIDENTIAL PARKING RATES FOR THE
DOWNTOWN SCRANTON RESIDENT PARKING PROGRAM.

Respectfully,

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

JLE/sl

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 47, 2013, ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014" BY AMENDING THE 2014 ACTION PLAN BY UTILIZING ONE HUNDRED AND TWENTY-SIX THOUSAND NINE HUNDRED AND TWO DOLLARS AND NINETY CENTS (\$126,902.90) UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) TO BUILD A TWO (2) UNIT RENTAL HOUSE FOR LOW INCOME FAMILIES IN THE CITY OF SCRANTON OR TO ACQUIRE AND REHAB TWO (2) VACANT HOUSES IN THE CITY OF SCRANTON FOR LOW INCOME FAMILIES BY AND THROUGH THE SCRANTON LACKAWANNA RESOURCES DEVELOPMENT CORPORATION A SUBSIDIARY OF THE SCRANTON LACKAWANNA HUMAN DEVELOPMENT AGENCY.

WHEREAS, the City of Scranton through the Office of Economic and Community Development requested funding in the amount of \$400,000.00 under the Home Investment Partnership Program in their 2014 Action Plan; and

WHEREAS, the City of Scranton received notice from the U.S. Department of Housing and Urban Development that a shortfall in the amount of \$126,902.90 (See Exhibit "A") for the Home Investment Partnership Program (HOME) exists from 2014 Action Plan; and

WHEREAS, the City needs to spend \$126,902.90 in order to avoid being penalized by the U.S. Department of Housing and Urban Development by receiving less funding in future and deobligation of the outstanding funds; and

WHEREAS, the City has created a project in order to fulfill the U.S. Department of Housing and Urban Development requirement to spend down the \$126,902.90 shortfall from the 2014 Action Plan; and

WHEREAS, there is a substantial need for low income housing in the City of Scranton; and

WHEREAS, the City plans to use the \$126,902.90 to build a two (2) unit rental house in the City of Scranton for low income families or to acquire and rehab two (2) vacant houses in the City of Scranton for low income families by and through the Scranton Lackawanna Resources

Development Corporation a subsidiary of the Scranton Lackawanna Human Development Agency (See "Exhibit B"); and

WHEREAS, since the total funding for the project exceeds by more than ten (10%) percent from the amount identified in the 2014 Action Plan, the City is required to do a Substantial Amendment to the 2014 Annual Action Plan (See "Exhibit C").

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 47, 2013 is hereby amended to amend the 2014 Action Plan by utilizing One Hundred Twenty-Six Thousand Nine Hundred and Two Dollars and Ninety Cents (\$126,902.90) from the Home Investment Partnership Program (HOME) to build a two (2) Unit Rental House for low income families in the City of Scranton or to acquire and rehab two (2) vacant houses in the City of Scranton for low income families by and through the Scranton Lackawanna Resources Development Corporation a subsidiary of the Scranton Lackawanna Human Development Agency.

SECTION 1. In all other respects File of the Council No. 47, 2013 shall remain in full force and effect.

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

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

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

Passed by the Council

Receiving the Affirmative votes of Council Persons

Negative _____

President

Approved _____

_____ Mayor

_____ City Clerk

Certified Copy



June 11, 2019

Via Hand Delivery

Jessica Eskra, Esquire
340 North Washington Avenue
4th Fl., Law Department
Scranton, PA 18503

**Re: Substantial Amendment
City of Scranton, OECD and Scranton Lackawanna Resources Development
Corporation , a subsidiary of the Scranton Lackawanna Human Development
Agency
Amending 2014 Action Plan**

Dear Attorney Eskra:

The City of Scranton, specifically OECD, is requesting a substantial amendment of the 2014 Action Plan so that a shortfall from 2014 HOME funding can be spent down before it is deobligated by HUD.

OECD is requesting that you review the attached Ordinance and submit it to City Council for approval. Additionally, since it is a Substantial Amendment, this Ordinance is required to be tabled for a period of thirty (30) days after a Public Hearing is set by City Council to allow for public comment after the second (2nd) reading.

Please do not hesitate to contact me if you should need additional information.

Sincerely,

Mary-Pat Ward
Executive Director

/mpw

“Exhibit A”



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
Philadelphia Regional Office
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3380

APR 29 2019

Ms. Mary-Pat Ward
Executive Director
Office of Economic and
Community Development
Municipal Building
340 N. Washington Avenue
Scranton, PA 18503

Dear Ms. Ward:

RE: HOME Deadline Compliance Status Report

The Department of Housing and Urban Development's (HUD) records indicate that the City of Scranton, Pennsylvania is in danger of missing its 2019 expenditure requirement deadline, which occurs on July 31, 2019. Funds not expended by the deadline will be deobligated.

The HOME Investment Partnership Program regulation requires a HOME participating jurisdiction (PJ) to expend its annual allocation of HOME funds within 5 years of receiving its HOME grant. Compliance with this requirement is based on a review of the PJ's allocations and expenditures, as reported in the Integrated Disbursement and Information System (IDIS) at the time of its deadline.

The attached HOME Deadline Compliance Status Report(s) identifies the expenditure requirement amount for the City's July 31, 2019 deadline; the total amount expended as reported in IDIS through the date of the report; and a \$126,902.90 expenditure requirement shortfall. This information is updated monthly on the HOME website at:

www.hudexchange.info/manage-a-program/home-deadline-compliance-status-reports/ and
www.hudexchange.info/programs/home/home-deadline-compliance-status-reports-grant-specific/.

HUD is providing this warning notice to the City of Scranton so that it may expend HOME funds before its upcoming deadline and enter those expenditures in IDIS to meet its deadline requirement.

If you have any questions or require assistance, please contact Fatina Ming, Sr, Community Planning & Development Representative at (215) 861-7662, or via email at fatina.ming@hud.gov. This Office may also be reached by text telephone (TTY), at (800) 877-8339.

Sincerely,



for Nadab O. Bynum, Director
Office of Community Planning
and Development

Enclosure

HOME Cumulative Deadline Compliance Status Report
Requirement Years: 2014 Disbursements
As of 3/31/2019
(sorted alphabetically by PJ)

<u>PJ</u>	<u>±</u>	<u>Deadline Date</u>	<u>Original Allocation</u>	<u>Adjustments⁺⁺</u>	<u>Requirement Amount</u>	<u>Total C.R.orD⁺ through Deadline</u>	<u>%</u>	<u>Shortfall</u>	<u>Current Status</u>
Santa Cruz									
CA	D	7/31/2019	\$8,998,991.00	\$38,262.00	\$8,960,729.00	\$8,896,815.15	99.29	\$63,913.85	
Santa Monica									
CA	D	6/30/2019	\$16,584,629.00	\$2,546,658.70	\$14,037,970.30	\$14,208,916.95	100.00	\$0.00	
Santa Rosa									
CA	D	7/31/2019	\$16,154,123.00	\$99,300.30	\$16,054,822.70	\$16,054,822.70	100.00	\$0.00	
Sarasota Consortium									
FL	D	10/31/2019	\$19,141,379.00	\$0.00	\$19,141,379.00	\$18,848,284.46	98.47	\$293,094.54	
Savannah									
GA	D	5/31/2019	\$27,145,480.00	\$0.00	\$27,145,480.00	\$27,145,480.00	100.00	\$0.00	OAHF four month notice - 2/25/2019
Schenectady Consortium NY									
NY	D	9/30/2019	\$31,772,988.00	\$7,240.05	\$31,765,747.95	\$31,679,036.16	99.73	\$86,711.79	
Scranton									
PA	D	7/31/2019	\$14,669,174.00	\$11,076.05	\$14,658,097.95	\$14,531,195.05	99.13	\$126,902.90	
Seattle									
WA	D	8/31/2019	\$88,654,816.00	\$1,360,035.00	\$87,294,781.00	\$87,294,781.00	100.00	\$0.00	
Seminole County									
FL	D	10/31/2019	\$11,952,271.00	\$0.00	\$11,952,271.00	\$11,643,732.23	97.42	\$308,538.77	
Shelby County									
TN	D	7/31/2019	\$8,417,125.00	\$0.95	\$8,417,124.05	\$8,382,958.31	99.59	\$34,165.74	

⁺ D: Disbursements

⁺⁺Adjustments could include CHDO reallocations, grant reductions, deobligations, recapture of expired funds, or waivers of deadline requirements due to Presidentially-declared disasters.

Source: Data entered by HOME Participating Jurisdictions into HUD's Integrated Disbursement and Information System (IDIS)

Wednesday, April 17, 2019

Page 54 of 66

“Exhibit B”

Home Funds Narrative Summary

Scranton Lackawanna Resources Development Corporation (SLRDC) is a non-profit agency affiliated with Scranton Lackawanna Human Development Agency whose mission is to develop affordable low to moderate income housing for families in Lackawanna County. SLRDC is currently developing two properties in the City of Scranton that will be available to first time home buyers, veterans and families of lower incomes. The Board of Directors of SLRDC is currently looking at two options for this grant. One option: develop one (1) additional two unit property in the City of Scranton in 2020 in partnership with the city's CHDO Home Program, SLRDC and Johnson College. Second Option: rehabilitate a house in the City of Scranton to be put back on the market for sale at \$135,000 for eligible low income families.

The 2017 & 2018 Home Funds grant would be used for either of these options, depending on the amount funded. Option One: construct one new two unit low income rental house at 2428 North Main Street (see attached drawing) on vacant lot purchased through Landbank. The two unit rental property will consist of a three bedroom one bath, and a two bedroom one bath unit. Option Two: SLRDC would purchase a property in need of renovation and put a three to four bedroom house on the market for \$135,000 to qualified low income owners.

The new construction in Option One would be built on a vacant lot that is currently not taxable in the City of Scranton that was purchased through Lackawanna County's Landbank. The Project is expected to cost \$200,000, of which SLRDC would use \$60,000 in private funding to complete the project. SLRDC would use \$60,000 of private funding to match \$143,000 of CHDO Home Funding in order to build a two unit energy efficient rent controlled house.

The second option would involve renovating a current three bedroom City of Scranton house into a decent energy efficient house to be made available for sale, lease purchase, or rental to persons in need of housing or eligible households, which are temporary displaced due to poor housing conditions. A project is expected to cost \$100,000 to \$140,000 depending on condition of house purchased. SLRDC would use private funding to make up the difference of CHDO funding.

SLRDC would use the CHDO funding to make affordable housing available to qualified low income individuals by matching private funding sources with CHDO funding to achieve the mission of creating decent affordable housing in the City of Scranton. This funding would either enable affordable rental units to become available or a three bedroom house to be renovated and listed for \$135,000. Preference would be given to first time home buyers and veterans meeting the income guidelines of low income families as defined by 24 CFR Part 92.

The City of Scranton has an older housing stock with a lack of decent, affordable three to four bedroom properties for low to moderate income residents. Lackawanna County Office of Youth and Family Services estimate that there is a need to provide new construction or newly rehabbed housing for 1,400 low income families in Lackawanna County. SLRDC is trying to fill a void in

this market, by building or rehabbing affordable three to four bedroom housing for low income families.

SLRDC's mission is to help fill the void in providing attractive two - four bedroom housing to low to moderate income families. SLRDC is looking to partner with the City of Scranton on one property in order to make available affordable, new construction or newly rehabbed property in the City for low income families. The target price for one of SLRDC's properties will range from \$ 100,000 to \$135,000 for resale, depending on the condition of the property. The other option would be to provide nice housing for low income families at below fair market rent per HUD guidelines.

- (I) **Need for Project:** It is estimated by Lackawanna County's Office of Youth and Family Services that there is a need of 1,400 families in Lackawanna County for decent affordable three to four bedroom housing for low to moderate income families. The greatest need being in the City of Scranton. The City of Scranton has about 24% of its population living at or below poverty level according to the 2016 U.S. Census and the median price of a house listed for sale in the City, according to Zillow in March 2019, is \$91,393. Most homes listed at or below this median price are in need of substantial amounts of work that would put these homes over the \$135,000 selling price that SLRDC would be listing the properties for.

City of Scranton's CHDO Home Program Funding is needed to help fully renovate or build a two unit below market rental in the City, while being able to make it affordable for a family of 4-8 to afford. From SLRDC's experience in this low income affordable housing endeavor, the average cost to build is over \$120 per sq. foot, and \$65-\$80 per sq. foot to renovate a three to four bedroom house. The task of making available low to moderate income housing for a family of at least four is very difficult for under \$135,000. SLRDC is partnering with local business, SLHDA, Commonwealth of PA, volunteer labor and other private funding sources to match the CHDO Home Program Funding grant request.

- (II) **Current Status:** SLRDC owns a six unit rental property for low income individuals in Old Forge, PA and is currently remodeling one four bedroom home in Scranton to be listed for sale. In addition, SLRDC is in the process of building a two unit rental house in the West Side of Scranton. The four bedroom home will be sold for a price not to exceed \$135,000 to first time home buyers, veterans, and low income families, enabling the properties to be put back on the tax rolls. The rental unit will be built using private funds, Commonwealth of Pennsylvania, Lackawanna County and other grant funding sources to enable new housing to be built, while enabling rents to be at or below fair market rates. The Board of SLRDC is planning on building or renovating two properties in 2019, including the property in West Scranton. The goal

of SLRDC is to build or renovate two to three homes a year in Lackawanna County after 2020 for low to moderate income families with a price not to exceed \$135,000 per year or to be in the acceptable rent standards for low income housing. This initiative, we believe, will help break the cycle of poverty for low income families and will assist in bolstering family continuity, health and wellness and employability. And, it aids the City in returning properties to current tax rolls and assists in curing blighted, undeveloped or abandoned parcels, thus increasing property values for homeowners in the City of Scranton.

- (III) **Project Design:** SLRDC will build one two unit low income rental property on a vacant tax exempt lot in North Scranton. This project will aid in making improvements to a vacant abandoned lot on a busy main street. (see attached drawing)
OR

SLRDC will acquire and renovate one existing house in the City of Scranton. This house would be fully renovated and incorporate energy efficient standards with a price not to exceed \$135,000. The property is not yet identified.

- (IV) **CHDO Stability:** SLRDC's Director will be the point person and in charge of ensuring the funding is in compliance with CHDO Home Program regulations. SLRDC is comprised of a volunteer Board of Directors which meets quarterly and is kept apprised of the process by the Director and Executive Director to ensure compliance with SLRDC's mission. The Board must approve all grants and projects to be undertaken by SLRDC's Director.

SLRDC Director is Jim Wansacz whose time will be invoiced for 200 hours at \$32.03 (which includes salary and benefits) totaling \$6,406.00 to be charged to Home Funds. The Director will be the main person responsible for bidding, designing, project management, keeping the funding sources informed of the progress and seeing the projects to fruition.

SLRDC is targeting the North Scranton and Hill neighborhoods of Scranton. These areas consist of some of the older mining stock houses that are in need of rehabilitation services.

- (V) **Experience:** SLRDC is a non-profit affiliated with SLHDA which has been in the business for over 50 years serving low income families. SLRDC's Director also manages a \$1.6 million dollar weatherization budget for SLHDA and oversees the sub-contractors used for deferral issues in households located in Lackawanna County. The Executive Director has over 40 years' experience servicing low income families and is responsible for an \$18 (M) budget. In addition to these two individuals,

SLRDC & SLHDA have a trained and experience staff in verifying income standards, purchasing, and preparing financial statements. Resumes Attached

SLRDC is in the process of listing two City of Scranton properties for sale in April of 2019 and has developed a six unit property in Old Forge, PA for low to moderate income families. In addition to services listed above, SLRDC and SLHDA are currently working with the City of Scranton Office and Economic and Community Development Office to fix deferral issues on qualified single family households in the City. Once, the deferral issues are satisfied, SLHDA's Weatherization Department will perform weatherization services to qualified homes.

- (VI) **Evaluation:** SLRDC's Director will be responsible for submitting periodic reports and producing the final report to the City. Obstacles are common in construction and rehabbing services. Each property will be insured in case of damage, and each sub-contractor will be required to carry insurance. In the case of unforeseen obstacles, a contingency plan will be built into each project of 10% of the total cost of each project. SLRDC will follow the bidding requirements of three verbal bids on projects costing less than \$10,000, and three written bids on projects over \$10,000 (Purchasing Policy attached). An RFQ has been advertised and accepted of interested licensed general contractors in the City of Scranton to do work on low income housing. All obstacles will be shared with the Board of SLRDC and a plan will be devised by the board, contractors, and staff to keep the project on track of its intended purpose. The Board of Directors, the Executive Director and Controller of SLHDA will also be members of the management team that oversees the projects to ensure that all requirements are being met. SLRDC will request funds upon entering into a signed contract with a sub-contractor, once the matching funds have been appropriated, first. The CHDO Home Funds grant will be used to complete the project. A funding balance and progress report will be reviewed quarterly with the City, and Board of SLRDC. A monthly review of finances and program progress will be conducted among the Director, Executive Director, Controller and Board of Directors for SLHDA.
- (VII) **Leveraging Funds:** SLRDC will use the CHDO Home Funds to raise private funding and apply for matching grants. Currently SLRDC has a \$90,000 Private Line of Credit available, income from rental units in Old Forge and money will be available from the sale of 965 Wheeler Avenue, Scranton. Please see attached latest form 990 and audit financials.

“Exhibit C”

introduced in Council on above date and
referred to Committee on COMMUNITY DEVELOPMENT
September 12, 2013

Scranton, PA, October 24, 2013
Signature on Community Development Topics Specially on CDB
John Rodriguez
Chairman

SIXTH ORDER:
September 19, 2013

TABLED

Tabled after voted on
in 6th Order September 19th 2013

TABLED

FILE OF COUNCIL NO. 47
2013 2013 OCT 28 AM 8 26

AN ORDINANCE
(AS AMENDED)

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014.

WHEREAS, the planning and application aspects included in the consolidated submission for Community Planning and Development Programs are authorized by the Federal Comprehensive Housing Affordability Strategy (CHAS): title 1 of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. 12702-12711; the Community Development Block Grants (CDBG): Title 1 of the Housing and Community Development Act of 1974, 42 U.S.C. 5304-5320; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH") reauthorized and modified the the McKinney-Vento Homeless Assistance Act of 1987 that includes the Emergency Solutions Grants (ESG); and the HOME Investment Partnerships (HOME): Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. 12741-12839; and the Housing Opportunities for Persons with AIDS (HOPWA): the AIDS Housing Opportunity Act, 42 U.S.C. 12901-12912.

WHEREAS, the City of Scranton shall be entitled to such funds for the year beginning on January 01, 2014 pending approval of its application; and

WHEREAS, the various federal statutes referenced above required public hearings to be held to ascertain the views and comments of the citizens of City of Scranton, and whereas such hearings have been duly convened; and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate Officials of the City of Scranton authorize to take all necessary action in order to implement the consolidated submission for Community Planning and Development Program to be funded Under the Community Development Block Grant (CDBG)

MAILED COPY
Scranton City Clerk

Program, Home Investment Partnership (HOME) Program and the Emergency Solutions Grant (ESG) Program.

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

SECTION 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 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.

Passed by the Council

October 24, 2014

Receiving the Affirmative votes of Council Persons

McGoff, Rogan, Joyce

Negative NONE Absent-Evans and Loscombe

John Joyce Acting President

Approved 10-25-13

[Signature] Mayor

[Signature] City Clerk
Certified Copy

I make a motion to amend item 7-B as per the following:

CDBG Changes:

(19) CDBG Administration \$420,000 (17.5%) (-\$60,000)

(21) EOTC Sidewalks/Lighting \$15,000 (+\$15,000)

(30) Pinebrook neighborhood pool \$45,000 (+\$45,000)

CDBG Public Service Changes:

(7) UNC Project Summer Hope Camp \$27,000 (-\$12,000)

(17) Northeast Suicide Prevention \$11,000 (+\$2,000)

(29) Dress for Success \$10,000 (+10,000)

*Note The numbers on the left of each project correspond to Linda Aebli's worksheet.

2014 Applications Received
Community Development Block Grant (CDBG)

A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Applicant Name	Address	Contact Person	Project Name	Project Description	National Designation	Metric Code	Applicant's Proposed Amt	OECD Score	City/OECD Proposed Amt To Council	Public Serv Final Amt To Council	Legislation Passed Council	Public Serv Passed Council
2	City of Scranton Department of Licensing, Inspection and Permits	340 No. Washington Ave. Scranton, PA 18503	Mark Solzberger, Director/BCCO	Demolition of Hazardous Structures	Demolition and Disposal of Eighteen Properties Throughout The City of Scranton	SSS	4	\$300,000.00	81%	\$200,000.00			
3	City of Scranton OECD	340 No. Washington Ave. Scranton, PA 18503	Tom Proxmire Deputy Director	Economic Development Activities	To benefit low/moderate income persons through job creation while 51% of the population are held by low/moderate income.	LML	18A	\$250,000.00	80%	\$50,000.00			
4	United Neighborhood Centers of NEPA	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	SCOLA Adult Literacy Program	To provide adult literacy and English as a second language classes to residents of the City of Scranton.	LWC	5	\$20,000.00	95%	\$0.00			
5	United Neighborhood Centers of NEPA	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	Project Hope Summer Camp	To serve over 500 low-income children from the City of Scranton, ages 5-12, for five weeks through a summer camp providing education, recreation & nutritional needs.	LWC	05D	\$80,000.00	95%	\$38,000.00			
6	United Neighborhood Centers of NEPA	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	Permanent Supportive Housing Program	Provide chronically homeless individuals with case management & assist them with furnished apartments in Scranton.	LWC	5	\$10,000.00	95%	\$0.00			
7	United Neighborhood Centers of NEPA	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	BelleVue Youth Program	To continue to operate an evening after-school teen program at the Bellevue Community Center.	LWC	05D	\$15,000.00	95%	\$10,000.00			
8	United Neighborhood Centers of NEPA	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	Condemnation Assistance Program	Provide on-call case management 24/7 365 days per year to persons displaced through the City of Scranton's Code Enforcement.	LWC	05Q	\$150,000.00	95%	\$80,000.00			
9	Lackawanna Neighbors, Inc.	870 Adams Ave. Scranton, PA 18510	Judy Baden, Director of Development	City-Wide Holdings Acquisition & Rehabilitation Project	Acquisition, lead abatement, & rehabilitation of six blighted, vacant homes in Scranton neighborhoods experiencing blight.	LWH	14A	\$500,000.00	83%	\$125,000.00			
10	Plat Neighborhood Association	NA	Joseph Murphy, Co-President	Grace Street Playground Improvements	To make improvements to a public facility for increased handicapped accessibility and safety.	LMA	03F	\$25,000.00	85%	\$25,000.00			
11	City of Scranton, OECD	340 No Washington Ave. Scranton, PA 18503	Tom Proxmire Deputy Director	Re-Construction to the Canopus & Marden Street Parking Lot	The Administration and coordination for the re-constitution of a public parking lot Street Improvements that will provide for ADA compliance and accessibility.	LMA	03G	\$70,000.00	88%	\$70,000.00			

2014 Applications Received
Community Development Block Grant (CDBG)

A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	National Objective	Matrix Code	Applicant's Proposed Amt.	CDBG Score	City/CECD Proposed Amt. To Council	Public Serv. Final Amt. To Council	Legislation Passed Council	Public Serv. Passed Council
Deuster Institute	8/7/2013	615 Jefferson Avenue Suite 201 Scranton, PA 18510	Karen Ball, Executive Director	Inclusion activities at City sponsored recreation for persons w/ disabilities & elderly.	Development of Community Support & accessibility to services that promote inclusion and employment for persons w/ disabilities & the elderly in the City of Scranton.	LMC	05B	\$40,000.00	70%		\$20,000.00		
City of Scranton O.E.C.D.	8/8/2013	540 No. Washington Ave. Scranton, PA 18503	Mary Marcon, Director of Finance & Compliance	Section 108 Loan Payment Scranton Hotel (Hilton)	Payment of 2015 Section 108 Loan	NA	19G	\$21,500.00	NA	\$21,500.00			
City of Scranton O.E.C.D.	8/8/2013	340 No. Washington Ave. Scranton, PA 18503	Mary Marcon, Director of Finance & Compliance	Section 108 Loan Payment Steamtown Mall Partners	Payment of 2015 Section 108 Loan	NA	19G	\$270,000.00	NA	\$270,000.00			
Northeast Suicide Prevention Initiative	8/8/2013	148 South Koyar Avenue Scranton, PA 18517	Kathy Wallace, President	Children's Gift Support Program, 2014	To cover the cost of a five-week program to provide support to low & moderate-income children who are residents of the City of Scranton who have lost a loved one through suicide, for Public Services	LMC	05O	\$11,000.00	88%		\$8,000.00		
City of Scranton Dept. of Public Works	8/7/2013	Poplar Street Scranton, PA 18508	Mark Dougherty, Director of Public Works	West Lackawanna Bridge Upgrades	New sidewalks on either side of the bridge, new curbing and new decorative safety lighting.	LMA	3	\$200,000.00	90%	\$200,000.00			
City of Scranton O.E.C.D.	8/8/2013	340 No. Washington Ave. Scranton, PA 18503	Mary Marcon, Director of Finance & Compliance	CDBG Administration	CECD must use 20% of the allocations for Admin.	NA	21A	\$480,000.00	NA	\$480,000.00			
City of Scranton Police Department	8/7/2013	100 So. Washington Avenue Scranton, PA 18503	Carl Graciano, Chief of Police	Neighborhood Police Patrol	Hiring of five full-time Community Development Officers to service low to moderate income neighborhoods.	LMA	08I	\$309,404.10	91%		\$150,000.00		
EOTC-Employment Opportunity & Training Center of NEPA	8/8/2013	409 Black North 7th Ave.	Sharon McCrone, Executive Director	Sidewalk/Lighting	Replace sidewalk and add outdoor lighting in front of its property.	LMA	03L	\$52,460.00	55%	\$0.00			
EOTC-Employment Opportunity & Training Center of NEPA	8/8/2013	409 Black North 7th Ave.	Sharon McCrone, Executive Director	Adult Workplace Literacy	EOTC will provide a Workplace Literacy Program for hard-to-reach low/moderate-income residents at high risk for poverty and homelessness.	LMC	5	\$85,000.00	95%		\$15,000.00		

I make a motion to amend item 7-8 as per the following:

CDBG Changes:

(19) CDBG Administration \$420,000 (17.5%) (-\$60,000)

(21) EOTC Sidewalks/Lighting \$15,000 (+\$15,000)

(30) Pinebrook neighborhood pool \$45,000 (+\$45,000)

CDBG Public Service Changes:

(7) UNC Project Summer Hope Camp \$27,000 (-\$12,000)

(17) Northeast Suicide Prevention \$11,000 (+\$2,000)

(29) Dress for Success \$10,000 (+10,000)

*Note The numbers on the left of each project correspond to Linda Aebl's worksheet.

**2014 Applications Received
Community Development Block Grant (CDBG)**

A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	National Initiative	Blair/Code	Applicant's Proposed Amt	CECD Score	City/CECD Proposed Amt To Council	Public Serv Final Amt To Council	Legislation Passed Council	Public Serv Passed Council
Women's Resource Center	8/8/2013	P.O. Box 875 Scranton, PA 18501	Margaret Ruddy, Executive Director	Safety and Security Upgrades at WRC	Convert entry doors from keys to a card swipe system. Replace carpeting and new sidewalks installed.	LWC	3	\$25,832.00	72%	\$0.00			
Catholic McAuley Center	8/8/2013	430 Pilgrim Avenue Scranton, PA 18505	Sr. Theresa Marquis, Executive Director	Permanent Supportive Housing Program	To assist 17 chronically homeless families with at least one member having disabilities with case management, life skills & job training.	LWC	05B	\$10,000.00	95%	\$7,000.00			
Saint Joseph's Center	8/9/2013	1213 Prospect Ave. Scranton, PA 18505	Sr. Mary Alice Jacquinot, President & CEO	Maternal Infant Program	Support services to 8 homeless families to prepare them to move into permanent housing and live independently.	LWC	5	\$5,000.00	95%	\$5,000.00			
Boys & Girls Clubs of NEPA	8/9/2013	609 Ash Street Scranton, PA 18510	Trida Di Biasi Thomas, Executive Director	First Floor Interior Renovation Project	To renovate the first floor interior space by removing and replacing existing carpeting on walls and ceiling and installing efficient electrical fixtures.	LMA	3	\$180,255.00	74%	\$180,000.00			
Boys & Girls Clubs of NEPA	8/9/2013	609 Ash Street Scranton, PA 18510	Trida Di Biasi Thomas, Executive Director	Energy Efficient Window Replacement	Replace the current 63 exterior windows of the building with new energy efficient windows.	LMA	3	\$191,127.00	74%	\$0.00			
Boys & Girls Clubs of NEPA	8/9/2013	609 Ash Street Scranton, PA 18510	Trida Di Biasi Thomas, Executive Director	Park II Program	Park II Program benefits boys and girls ages 6-18 residing in Scranton. This program is located in neighborhoods making the program more accessible to the children.	LWC	05D	\$52,281.00	90%	\$20,000.00			
Dress for Success Lackawanna	8/9/2013	451 No. 7th Avenue Suite B Scranton, PA 18503	Mary Ann Ianni, Executive Director	Tails for Success	Assist low income women transitioning into the workforce by providing the necessary skills for job preparation and retention.	LWC	05H	\$25,725.00	95%	\$0.00			
Phetbrook Neighborhood Association - City of Scranton	8/9/2013		June Elden, Vice President	Penn Ridge Swimming Complex	Roof Replacement, Filling of Pool Cracks, Plumbing, Bath Facilities and pool building.	LMA	3	\$185,000.00	88%	\$0.00			
City of Scranton D.P.W.	8/9/2013	345 No. Washington Ave. Scranton, PA 18503	Mark Daugherty, Director of Public Works	Paving 2014	Paving and curb cut in law to moderate income neighborhoods.	LMA	03K	\$1,200,000.00	95%	\$415,500.00			

**2014 Applications Received
Community Development Block Grant (CDBG)**

A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	National Objective	Matrix Code	Applicant's Proposed Amt	OECD Score	City/OCED Proposed Amt	Final Amt To Council	Legislation	Public Serv Passed Council
Catholic Social Services	8/9/2013	518 Pig Street Scranton, PA 18505	Stephen Nocella, Diocesan Director of Housing	Financial Education Project	Learn pool to begin Financial Education Project.	Not Eligible	Not Eligible	\$10,000.00	0%	\$0.00	\$0.00		
Neighborhoods Northeastern PA	8/9/2013	709 E. Market Street Scranton, Pa 18503	Jesse J. Egozi, President	Scranton Home Ownership Preservation Program 2014	Neighborhoods will assist city residents facing issues of mortgage delinquency and foreclosure.	LMH	05U	\$10,000.00	35%		\$3,000.00		
Scranton Tomorrow	8/9/2013	1011 North Main Avenue Scranton, PA 18506	Leslie Collins, Executive Director	Main Street Pride	Provides technical support to our community including free financial business seminars and facilitating City Pride Beautification programs.	SBS	Not Eligible for Technical Assistance	\$20,000.00	45%	\$0.00			
Scranton Tomorrow	8/9/2013	1011 North Main Avenue Scranton, PA 18505	Leslie Collins, Executive Director	Main Street Festade	Technical Assistance A facade grant/loan program	SBS	Not Eligible for Technical Assistance	\$15,000.00	40%	\$0.00			
TOTAL								\$4,979,885.10		\$2,040,000.00	\$350,000.00	\$2,400,000.00	

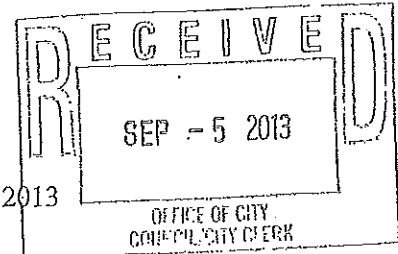
A	B	C	D	E	F	G	H	I	J	K	L
1											
2											
3											
4	Applicant Name	Date Received	Address	Contact Person	Project Name	Project Description	Requested Amt	Nat. Obl.	CIV/OECD Amt	Passed by City Council	
5	City of Scranton - OECD	7/28/2013	340 No. Washington Ave. Scranton, PA 18503	Liza Carroll Director of Housing	2014 Home Admin	10% of each year's allocations are to be used to cover administrative and planning costs, in accordance with HOME rules.	\$50,000.00	Administration (10% cap)	\$40,000.00		
6	City of Scranton - OECD	7/28/2013	340 No. Washington Ave. Scranton, PA 18503	Liza Carroll Director of Housing	Housing Rehabilitation Program	Rehabilitate homes in the City of Scranton to comply with City Code. This is an income-eligible project.	\$300,000.00	LMH	\$177,000.00		
7	City of Scranton - OECD	7/28/2013	340 No. Washington Ave. Scranton, PA 18503	Liza Carroll Director of Housing	Homebuyer Assistance Program	Help income qualified homebuyers purchase homes in the City of Scranton by providing assistance with down payment and closing costs.	\$75,000.00	LMH	\$70,000.00		
8	City of Scranton - OECD	7/28/2013	340 No. Washington Ave. Scranton, PA 18503	Liza Carroll Director of Housing	2014 CHDO	Designed to develop affordable housing for the community it serves. 15% of HOME allocations must be set aside for CHDO.	\$75,000.00	LMH (CHDO 15% cap)	\$60,000.00		
9	Lackawanna Neighbors, Inc.	8/1/2013	570 Adams Avenue Scranton, PA 18510	Jody Baden, Director of Development	City-Wide Housing Acquisition & Rehabilitation Project	Acquiring and rehabilitate homes for sale to income-eligible individuals and families in blighted neighborhoods.	\$300,000.00	LMH	\$80,000.00		
10	NeighborWorks Northeastern Pennsylvania	8/9/2013	709 East Market Street Scranton, PA 18509	Jesse J. Ergot, President	City of Scranton HOME Rehabilitation Program 2014	Involves the rehabilitation and improvements of existing owner-occupied homes in the City for homeowners at or below 80% of the AMI.	\$250,000.00	LMH (will be under City's Rehabilitation)	\$0.00		
11	NeighborWorks Northeastern Pennsylvania	8/9/2013	709 East Market Street Scranton, PA 18509	Jesse J. Ergot, President	City of Scranton First-Time Homebuyer Counseling & Education 2014-2015	Program involves providing approximately 10 hrs. of one-on-one counseling and homebuyer education to prospective homebuyers.	\$5,000.00	LMH	\$3,000.00		
12	Total:						\$ 1,055,000.00		\$400,000.00	\$0.00	

2014 Proposed Funding-Emergency Solutions Grant - \$160,000.00									
Applicant Name	Date Rec'd	Address	Contact Person	Project Name	Project Description	Proposed Amt.	Score	Emergency Response	Ch/OECD Amt.
United Neighborhood Centers of NEPA	8/1/2013	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	Rapid Re-Housing	Housing relocation and stabilization services including housing search and placement and case management	\$15,000.00	65%	Rapid Re-Housing	\$15,000.00
United Neighborhood Centers of NEPA	8/1/2013	425 Alder Street Scranton, PA 18505	Michael Hanley Executive Director	Homeless Prevention	Assist homeless persons to obtain affordable housing and address persons at risk of becoming homeless	\$4,500.00	95%	Homeless Prevention	\$4,500.00
Community Intervention Center of Lackawanna County	8/6/2013	445 No. 6th Avenue Scranton, PA 18503	Tara Finerty Executive Director	Emergency Shelter	Emergency Shelter provides crisis intervention, health, medical & legal services along with daily meals. Also reaches out to homeless camps with information, referrals, sleeping bags, food & clothing.	\$20,000.00	95%	Shelter	\$17,042.00
Women's Resource Center	8/9/2013	Scranton, PA	Margaret A. Rudy, Executive Director	Emergency Shelter	Safe Housing for victims of domestic violence/sexual assault.	\$30,000.00	95%	Shelter	\$25,958.00
Women's Resource Center	8/9/2013	Scranton, PA	Margaret A. Rudy, Executive Director	Rapid Re-Housing	Rapid Re-Housing for victims of domestic violence/sexual assault.	\$4,500.00	95%	Rapid Re-Housing	\$4,500.00
Catholic McAuley Center	8/9/2013	430 Pittston Ave. Scranton, PA 18505	Sr. Theresa Marquet RSM, Executive Director	Emergency Shelter	Works to move women & children from homelessness to some degree of independence	\$25,000.00	65%	Shelter	\$24,711.00
City of Scranton O.E.C.D.	8/9/2013	340 No. Washington Ave. Scranton, PA 18505	Mary Maroon, Director of Finance & Compliance	ESG Admin	7.5% of HUD Allocations must be spent on Administration	\$13,982.00	N/A	Admin	\$12,000.00
Saint Joseph's Center Walsh Manor	8/9/2013	2010 Adams Avenue Scranton, PA 18503	Sr. Mary Alice Jacquelin, Fieldwork CEO	Emergency Shelter	Provide 24 hour care to homeless pregnant women. Provides them with food, shelter, life skill classes also they meet with a case manager to help plan future goals.	\$15,000.00	95%	Shelter	\$12,782.00
Catholic Social Services - Saint Anthony's Haven	8/9/2013	516 Fifth Street Scranton, PA 18505	Stephen Nocella, Director of Housing & Residential Services	Emergency Shelter	Emergency Homeless Shelter providing nightly services to 25 adult men and women 7 days a week/365 days a year.	\$40,000.00	95%	Shelter	\$34,084.00
Catholic Social Services - Saint James Manor	8/9/2013	516 Fifth Street Scranton, PA 18505	Stephen Nocella, Director of Housing & Residential Services	Emergency Shelter	Emergency Shelter for twelve (12) homeless Veterans and four (4) homeless non-Veterans.	\$10,000.00	95%	Shelter	\$9,522.00
TOTAL:						\$161,982.00			\$160,000.00
									\$0.00



DEPARTMENT OF LAW

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



September 4, 2013

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

Dear Honorable Council Members:

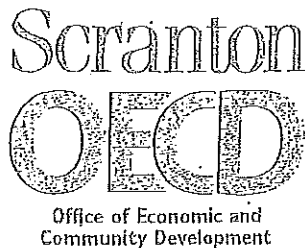
ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014.

Very truly yours,

Paul A. Kelly Jr. Esq.

Paul A. Kelly, Jr., Esquire
City Solicitor

PAK/sl



August 29, 2013

RECEIVED
SEP 4 2013
DEPT OF LAW
SCRANTON, PA

Atty. Paul Kelly
Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: City of Scranton – Action Plan 2014
U. S. Department of Housing and Urban Development
Community Development Block Grant Program
HOME Investment Partnership Program
Emergency Solutions Grant (ESG) Program
Ordinance and Proposed 2014 Activities

Dear Atty. Kelly:

Attached please find an Ordinance and the 2014 CDBG, HOME Program and Emergency Solutions Grant Program proposed activities.

Please review and forward to City Council in order for City Council to place the Ordinance along with the activities on the agenda. Also attached is a letter I sent to Scranton City Council with a suggested timeframe in order for this office to submit our 2014 Action Plan mandated by HUD under 24 CFR 91.200-230.

The list of proposed activities will be published in a full page Public Notice Ad in the Scranton Times on Wednesday, September 4, 2013.

City Council is required to hold a Public Hearing in order to receive public comments on this funding. A thirty (30) day public comment period is required to receive and comment on the proposed activities. As always, if you have any questions please do not hesitate me at 570/348-4216, ext. 101.

Sincerely,

Linda B. Aebli
Executive Director

Lba/

Cc: Atty. Michael O'Brien, Solicitor, OECD
Mr. Tom Preambo, Deputy Director, OECD
Ms. Mary Maroon, Director of Finance and Compliance, OECD
City Council

City of Scranton
Office of Economic and Community Development (OECD)

Action Plan 2014
Community Development Block Grant Program
HOME Program
Emergency Solutions Grant Program

Following review of all applications received by the Scranton's Office of Economic and Community Development (OECD), listed below is an explanation of decisions made regarding the attached proposed funding. If you do not understand or need additional information please do not hesitate to contact the Office of Economic and Community Development.

Scranton's Office of Economic and Community Development (OECD) has estimated the City of Scranton will be receiving approximately \$2,400,000.00 through the Community Development Block Grant Program, \$400,000.00 for the HOME Program and \$160,000.00 for the Emergency Solutions Grant (ESG).

This year along with the OECD staff previously completing the "Grant Application Checklist" an "Evaluation Criteria Scoring Measurement" has been implemented. The applications were scored against four competitive areas: Need, Feasibility, Readiness, Capacity of the Applicant and Financial Completeness.

Community Development Block Grant Program

The Public service cap in the 2014 Action Plan is exactly 15%. The Public Service cap can use an aggregate of three years to measure their Public Service cap.

Public Services -- Neighborhood Police Patrol - \$152,000.00

Both the Administration and Scranton City Council are aware that HUD questioned using CDBG funding for the Neighborhood Police Patrol. HUD indicated in 2012 that no CDBG funds can be allocated to the Neighborhood Police Patrol without written approval from HUD. OECD indicated to HUD during a monitoring visit that Scranton would not undertake the Neighborhood Police Patrol for 2012 and would begin reviewing the option of implementing the Neighborhood Police Patrol as a "New Service" in 2013.

In January 2013 the Neighborhood Police Patrol began as a New Public Service and currently has three (3) active patrol officers. Due to many changes this activity has been proceeding as it was intended.

It should be noted that there was a balance of \$150,000.00 from previous years; \$150,000.00 in the 2013 Action Plan and another \$152,000.00 proposed for 2014 to fund the Neighborhood Police Patrol (NPP). City Council must use caution obligating additional funding due to the 15% Public Service cap.

Scranton Tomorrow: Main Street City Pride Improvement Program

This proposed activity is not eligible for Federal Funding to provide Technical Assistance for the removal of Slum and Blight as suggested in the applicant's project narrative. In addition, the proposed project locations suggested in the application are not within an eligible area for CDBG funding. The applicant states that the funds would be used to improvement the Downtown Business District. The Scranton Downtown Business District is not eligible for CDBG funding.

Scranton Tomorrow: Main Street Facade Program

This proposed activity is not eligible for Federal Funding to provide Technical Assistance for the removal of Slum and Blight as suggested in the applicant's project narrative. In addition, the proposed project locations suggested in the application are not within an eligible area for CDBG funding. The applicant states that the funds would be used to improvement the Downtown Business District. The Scranton Downtown Business District is not eligible for CDBG funding.

HOME PROGRAM

NeighborWorks of N.E. PA – City of Scranton's Housing Rehabilitation Program

NeighborWorks of N.E. PA formerly Neighborhood Housing Services (NHS) has been Scranton's Sub-Recipient for our Housing Rehabilitation Program for many years. However, in 2014 this program will be advertised and bid out to other non-profit organizations or the City may look at other options and changes in the program that will need to be taken to enable the City to provide more assistance to its residents of Scranton. This was the reasoning for not funding this activity. It should be noted that if the City decides to bid out the program in 2014 NeighborWorks of N. E. PA has the same opportunity on bidding on this program as any other non-profit organizations. They have been doing great work and City/OECD have a great working relationship with them.

However, please make note that under City of Scranton/OECD – Housing Rehabilitation Program we have proposed funding for the same activity mentioned above in the amount of \$175,000.00.

LACKAWANNA NEIGHBORS, INC. - \$125,000.00 CDBG / \$55,000.00 HOME PROGRAM

Lackawanna Neighbors, Inc. is being funded under both the HOME Program and CDBG for housing purchase, rehabilitation, lead abatement and resale. After completion of the rehabilitation the home would be sold to an income eligible applicant under Scranton's Homebuyer Program. The approximately two (2) homes will be located anywhere within the City of Scranton.

EMERGENCY SOLUTIONS GRANT (ESG)

Please contact the Office of Economic and Community Development if Scranton City Council plans to increase/decrease any or all organizations. HUD has established criteria in certain eligibility components that the City of Scranton must follow.

NOTICE OF PUBLIC HEARING

Notice is hereby given that Scranton City Council will hold a Public Hearing on Thursday, September 19, 2013 at 5:30 P.M., in Council Chambers, 2nd Floor, Municipal Building, 340 No. Washington Avenue, Scranton, Pennsylvania:

The purpose of said Public Hearing is to hear testimony and discuss the following:

FILE OF COUNCIL NO. 47, 2013 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014.

All those interested in above may attend the Public Hearing and participate at the hearing and/or examine a copy of the proposed Ordinance in the Office of the City Clerk, 2nd Floor, Municipal Building, 340 No. Washington Avenue, Scranton, PA, during any business day between the hours of 8:00 A.M. and 4:30 P.M.

Interpreter service can be provided for hearing impaired individuals to participate in the proceedings. Anyone needing interpreter service at the meeting should notify the City Clerk @ 348-4113 at least Forty Eight (48) hours in advance of the meeting and arrangements will be made to accommodate them.

All citizens are urged to attend.

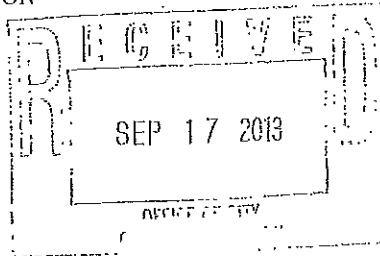
The City is an Equal Opportunity Employer.

Nancy Krake, CITY CLERK
SCRANTON, PENNSYLVANIA

PLEASE ADVERTISE: WEDNESDAY, September 11, 2013

The Scranton Times (Under act P.L. 877 No 160. July 9, 1976)
Commonwealth of Pennsylvania, County of Lackawanna

ROSEANNE NOVEMBRINO CITY OF SCRANTON
340 N WASHINGTON AVE
SCRANTON PA 18503



Council
Roseanne

Account # 5194
Order # 81327976
Ad Price: 269.90

NOTICE OF PUBLIC HEARING

Amanda Kakareka

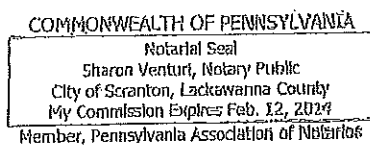
Being duly sworn according to law deposes and says that she is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

09/11/2013

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place, and character or publication are true. *Amanda Kakareka*

Sworn and subscribed to before me
this 11th day of September A.D., 2013

Sharon Venturi
(Notary Public)



NOTICE OF PUBLIC HEARING

Notice is hereby given that Scranton City Council will hold a Public Hearing on Thursday, September 19, 2013 at 6:30 P.M., in Council Chambers, 2nd Floor, Municipal Building, 340 No. Washington Avenue, Scranton, Pennsylvania.

The purpose of said Public Hearing is to hear testimony and discuss the following:

FILE OF COUNCIL NO. 47, 2013 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014.

All those interested in above may attend the Public Hearing and participate at the hearing and/or examine a copy of the proposed Ordinance in the Office of the City Clerk, 2nd Floor, Municipal Building, 340 No. Washington Avenue, Scranton, PA, during any business day between the hours of 8:00 A.M. and 4:30 P.M.

Interpreter service can be provided for hearing impaired individuals to participate in the proceedings. Anyone needing interpreter service at the meeting should notify the City Clerk @ 348-4113 at least Forty Eight (48) hours in advance of the meeting and arrangements will be made to accommodate them.

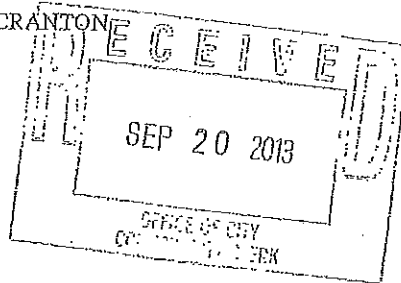
All citizens are urged to attend.

The City is an Equal Opportunity Employer.

Nancy Krake, CITY CLERK
SCRANTON, PENNSYLVANIA

The Scranton Times (Under act P.L. 877 No 160. July 9, 1976)
Commonwealth of Pennsylvania, County of Lackawanna

ROSEANNE NOVEMBRINO CITY OF SCRANTON
340 N WASHINGTON AVE
SCRANTON PA 18503



Council

Account # 5194
Order # 81330848
Ad Price: 188.00

ORD #47

Gina Krushinski

Being duly sworn according to law deposes and says that she is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

09/16/2013

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true Gina Krushinski

Sworn and subscribed to before me
this 16th day of September A.D., 2013

Sharon Venturi
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sharon Venturi, Notary Public
City of Scranton, Lackawanna County
My Commission Expires Feb. 12, 2014
Member, Pennsylvania Association of Notaries

NOTICE OF INTRODUCTION OF
ORDINANCES OF THE
CITY OF SCRANTON

Notice is hereby given that the City of Scranton has introduced the following Ordinance:

FILE OF COUNCIL NO. 47, 2013 - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014.

Said Ordinance was duly introduced at the meeting of Scranton City Council held on Thursday, September 12, 2013 and will be finally acted upon by Council at one of their future meetings. Said Ordinances may be inspected in the City Clerk's Office, Municipal Building, 340 N. Washington Avenue, Scranton, PA 18503, during any business day between the hours of 8:00 A.M. and 4:30 P.M.

NANCY KRAKE
CITY CLERK
SCRANTON, PENNSYLVANIA



DEPARTMENT OF LAW

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

June 12, 2019

RECEIVED

JUN 12 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. 47, 2013, ENTITLED "AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE CONSOLIDATED SUBMISSION FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM AND EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM FOR THE PERIOD BEGINNING JANUARY 1, 2014" BY AMENDING THE 2014 ACTION PLAN BY UTILIZING ONE HUNDRED AND TWENTY-SIX THOUSAND NINE HUNDRED AND TWO DOLLARS AND NINETY CENTS (\$126,902.90) UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) TO BUILD A TWO (2) UNIT RENTAL HOUSE FOR LOW INCOME FAMILIES IN THE CITY OF SCRANTON OR TO ACQUIRE AND REHAB TWO (2) VACANT HOUSES IN THE CITY OF SCRANTON FOR LOW INCOME FAMILIES BY AND THROUGH THE SCRANTON LACKAWANNA RESOURCES DEVELOPMENT CORPORATION A SUBSIDIARY OF THE SCRANTON LACKAWANNA HUMAN DEVELOPMENT AGENCY.

Respectfully,

A handwritten signature in cursive script that reads "Jessica Eskra".

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 CONTRACT WITH REUTHER+ BOWEN, PC TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2019 ROADWAY IMPROVEMENT PROJECT.

WHEREAS, a request for Proposals was advertised for the City of Scranton Engineering Services 2019 Roadway Improvement Project and six (6) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to Reuther + Bowen PC for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Reuther + Bowen PC for the City of Scranton Engineering Services 2019 Roadway Improvement Project.

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

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

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

CONTRACT

This contract entered into this ____ day of _____ 2019 effective through
December 31, 2019 by and between the City of Scranton, 340 North Washington Avenue,
Scranton, PA 18503, hereinafter called "Scranton" and

REUTHER+BOWEN, PC
326 WARD STREET
DUNMORE, PA 18512-2424
PHONE NO. (570) 496-7020

hereinafter called "Contractor".

WITNESSETH:

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

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

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of
providing engineering services for the City of Scranton 2017 roadway improvement project. The
Contractor hereby covenants, contracts and agrees to furnish Scranton with:

ENGINEERING SERVICES FOR THE CITY OF SCRANTON 2019 ROAD IMPROVEMENT PROJECT PER THE ATTACHED BID PROPOSAL AND SCRANTON'S SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's
Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference
thereto and the Bid Proposal submitted by Reuther+Bowen PC dated May 17, 2019 attached
hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal
and Specifications are hereby made part of this Agreement as fully and with the same effect as if
set forth at length herein.

ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

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

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

ARTICLE VI: TERMINATION OF CONTRACT

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

ARTICLE VII: DEFAULT

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

ARTICLE VIII: JURISDICTION

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

ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

DIRECTOR, DEPARTMENT OF PUBLIC
WORKS

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

REUTHER+BOWEN PC

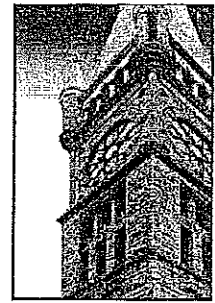
BY:

TITLE: _____

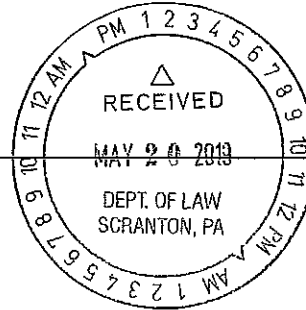
DATE: _____

BUSINESS ADMINISTRATION

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



SCRANTON



May 20, 2019

Memo

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

From: David Bulzoni, Business Administrator

Re: **Engineering Recommendation for 2019 Roadway Improvement Project**

All,

The following proposals were received on May 17 in response to the City of Scranton Request for Proposals -2019 Roadway Improvement Project. The engineering services are required to support the roadway improvement project funded primarily by the 2019 operating budget allocation and assigned funds a special cities account allocated specifically for paving.

The following engineering firms, with associated costs, submitted proposals:

1. KBA Engineering, P.C.	Not Provided
2. GPI	\$ 63,000
3. Barry Isett and Associates	\$ 22,450
4. Reuther Bowen Engineering	\$ 20,950
5. Labella	Not Provided
6. Reilly Associates	\$ 31,416

The Request for Proposal uses a maximum cost estimate for the project. As you are aware, the City continues to finalize the list of roadways and likely will not have the final project list completed until construction bids are received.

Two proposals were did not include a maximum cost estimate. Based on the above cost listing further negotiation is likely not required. Reuther Bowen has provided an effective cost proposal and has assisted the City previously as engineer of record for previous paving project. Their work has been exemplary.

Therefore, Office of the Business Administrator recommends the approval of the proposal submitted by Reuther Bowen Engineering and the subsequent contract with the firm.

Department of Business Administration

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



SCRANTON

May 17, 2019

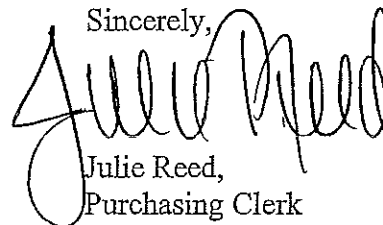
Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that proposals were opened Friday, May 17, 2019 in Council Chambers for the **City of Scranton Engineering Services 2019 Roadway Improvement Project**. Attached are the copies of the proposals submitted by the following companies:

GPI
Reuther Bowen
KBA Engineering
Barry Isett & Associates
La Bella
Reilly Associates

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

Sincerely,

Julie Reed,
Purchasing Clerk

Encls.

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

Department of Business Administration

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



SCRANTON

April 23, 2019

Mr. Dennis Gallagher
Department of Public Works
101 W. Poplar Street
Scranton Pa, 18508

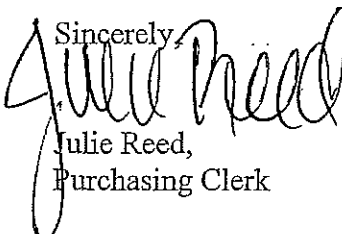
Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on Friday,
May 17, 2019 at 10:00 A.M. for the following:

City of Scranton
Engineering Services-2019 Roadway Improvement Project

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

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

REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until Friday May 17, 2019 at 10:00 a.m., at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON ENGINEERING SERVICES - 2019 ROADWAY IMPROVEMENT PROJECT

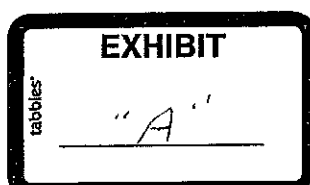
Proposals shall be made upon the official proposal form attached to the specifications which may be obtained at the City Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503 and which may be had by bona fide bidders. Copies can be requested by contacting the City of Scranton Purchasing Clerk, at jreed@scrantonpa.gov.

Sealed envelopes containing the proposals will be received and identified by "City of Scranton Engineering Services". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal. If you have any questions, please call David M. Bulzoni, Business Administrator, at (570) 388-4214, or Dennis Gallagher, Department of Public Works Director, at (570) 348-4108.

David M. Bulzoni

Business Administrator

Each proposal must be accompanied by a signed proposal, certificate of insurance, and signed anti-collusion, affirmative action, and disclosure affidavit.



INVITATION FOR REQUEST FOR PROPOSAL

CITY OF SCRANTON

I. TYPES OF SERVICES REQUIRED

The City of Scranton requires professional service and advice with the following project:

2019 Roadway Improvement Project

The Project consists of an approximate \$900,000 Roadway Improvement Project incorporating the resurfacing of approximately 3 to 4 miles of roadway. The Project will be funded by from the City of Scranton 2019 Operating Budget.

II. INFORMATION REQUIRED FROM INTERESTED FIRMS

The City of Scranton is pleased to invite your firm to submit a written Proposal for this project. Attached hereto is Form P/A-1(a), Professional Advice Questionnaire for Architect/Engineer, to assist you in preparing your Proposal. The City of Scranton shall negotiate a contract with the most qualified firm, for necessary services, at compensation which the City determines as fair and reasonable. Should the City of Scranton be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, the City shall then undertake negotiations with the second most qualified firm.

Information shall include the following:

1. Firm's method of approach for furnishing the required services.
2. The firm's statement of qualifications, profile, and performance regarding the proposed contract. (See attached Professional Advice Questionnaire for Architect/Engineer.)

Interested firms shall address and submit their "Request for Proposal" to:

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

The proposals shall be received no later than 10:00 A.M. prevailing time on May 17, 2019.

III. COMPENSATION

The City of Scranton will negotiate a fixed fee for all services to be provided by the firm in connection with the project. It is expressly understood that failure to negotiate for services as established above, will disqualify the firm's "Request for Proposal."

IV. FACTORS FOR EVALUATION

Each "Request for Proposal" received from interested firms shall be reviewed by the City of Scranton and, if necessary, the firm will be invited to be interviewed, should additional information be necessary. This information will then be evaluated by utilizing the attached Evaluation Criteria Form, and will be scored. The responsible firm, whose credentials will be most advantageous to the City of Scranton, will be considered in negotiations.

The contract will be awarded within sixty (60) days of the date of City Council approval.

The City of Scranton is an Affirmative Action Equal Employment Opportunity Employer.

PROFESSIONAL ADVICE QUESTIONNAIRE
ARCHITECT/ENGINEER

Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service.

1. Project Name/Location for which firm is filing:	2a. Public Advertisement Announcement Date, if any:	2b. Identification Number, if any:			
3. Firm Name & Address:	3a. Name, Title & Telephone Number of Principal to Contact:				
3b. Address of office to perform work, if different from Item #3:					
4. Personnel by Discipline:	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"> ___ Administrative (Secretarial/Clerical) ___ Architects ___ Civil Engineers ___ Construction Inspectors ___ Draftsmen </td> <td style="width: 33%;"> ___ Electrical Engineers ___ Estimators ___ Landscape Architects ___ Mechanical Engineers ___ Planners: Urban/Regional </td> <td style="width: 33%;"> ___ Soils Engineers ___ Specification Writers ___ Structural Engineers ___ Surveyors ___ Total Personnel </td> </tr> </table>		___ Administrative (Secretarial/Clerical) ___ Architects ___ Civil Engineers ___ Construction Inspectors ___ Draftsmen	___ Electrical Engineers ___ Estimators ___ Landscape Architects ___ Mechanical Engineers ___ Planners: Urban/Regional	___ Soils Engineers ___ Specification Writers ___ Structural Engineers ___ Surveyors ___ Total Personnel
___ Administrative (Secretarial/Clerical) ___ Architects ___ Civil Engineers ___ Construction Inspectors ___ Draftsmen	___ Electrical Engineers ___ Estimators ___ Landscape Architects ___ Mechanical Engineers ___ Planners: Urban/Regional	___ Soils Engineers ___ Specification Writers ___ Structural Engineers ___ Surveyors ___ Total Personnel			

FIRM NAME:

PROJECT NUMBER:

5. Does your firm qualify under one of the following: A. Female Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm E. Small Business Firm	6. Outside key consultants/associates anticipated for this project:
7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:	
a. Name and Title:	a. Name and Title:
b. Project Assignment:	b. Project Assignment:
c. Name of firm with which associated:	c. Name of firm with which associated:
d. Years experience: With this firm ____ With other firms ____	d. Years experience: With this firm ____ With other firms ____
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year first registered/Discipline	f. Active Registration: Year first registered/Discipline
g. Other experience and qualifications relevant to the proposed project:	g. Other experience and qualifications relevant to the proposed project:

PROJECT NUMBER:

(a) FIRM NAME:

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):		h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):				
8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)						
a. Project Name & Location	b. Nature of Firm's Responsibility:	c. Owner's Name & Address	d. Estimated Completion Time Actual Completion Time	e. Entire Project Cost:	Estimated Cost which firm was/is responsible:	f. Actual Fee Charged
1.						
2.						
3.						
4.						

FIRM NAME:

PROJECT NUMBER:

9. Use this space to provide any additional information, or description of resources supporting your qualifications for the proposed project:

10. The foregoing is a statement of facts.

Date: _____

Signature: _____

Typed Name and Title

INFORMATION TO BE INCLUDED IN ARCHITECT/ENGINEERS CONTRACT AGREEMENT.

1. MAXIMUM COMPENSATION PARAGRAPH:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT WILL THE TOTAL AMOUNT OF COMPENSATION AND REIMBURSEMENT EXCEED THE MAXIMUM SUM OF \$ _____ FOR ALL SERVICES REQUIRED UNDER THIS PROJECT, UNLESS THE SCOPE OF WORK IS INCREASED BY THE CITY OF SCRANTON.

2. GENERAL TERMS & CONDITIONS:

TO BE ATTACHED TO ACKNOWLEDGED IN THE CONTRACT THAT THEY ARE A PART THEREOF.

3. SCHEDULE OF WHEN SERVICES WILL BE COMPLETED: TIME FOR PERFORMANCE:

THE ARCHITECT/ENGINEER WARRANTS AND ASSURES THE CITY OF SCRANTON THAT ALL WORK REQUIRED HEREIN WILL BE COMPLETED NO LATER THAN DECEMBER 31, 2019. THE SCHEDULE IS TO BID THE PROJECT IN THE SECOND QUARTER OF 2019 AND COMPLETE ALL CONSTRUCTION BY OR BEFORE DECEMBER 31, 2019._____.

**ATTACHMENTS
DATA SUBMISSION DOCUMENTS**

Attachment A. Affirmative Action Certification

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

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

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

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

(8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

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

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

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

DATE:

NAME OF PROPOSER: _____

BY: _____

TITLE: _____

Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE: _____

NAME OF PROPOSER: _____

BY _____

TITLE: _____

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

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

1. He is _____

(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

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

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____ 20____

(TITLE) _____

MY COMMISSION EXPIRES

_____, 20____

Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.

2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.

3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.

4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.

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

6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION I _____, hereby state that I am (title)_____ for,

_____and am authorized to make this verification.

Signature: _____

All responses must be received by 10:00 A.M. Eastern Time May 17, 2019. Questions should be submitted to either jreed@scrantonpa.gov or dbulzoni@scrantonpa.gov. Subject line of questions and/or responses should read: "City of Scranton Engineering Services".

**THIS PROPOSAL MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN
10:00 a.m.
May 17, 2019**

TO THE ATTENTION OF:

Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue
2nd Floor
Scranton, PA 18504

NAME OF VENDOR: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

Response to Request for Proposal

City of Scranton Engineering Services 2019 Roadway Improvement Project

reuther+bowen
Engineering, Design, Construction Services

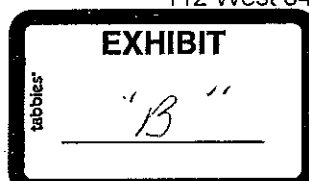
Structural Engineering, Civil Engineering and Structural Detailing Services
www.reutherbowen.com

Headquarters

326 Ward Street | Scranton, PA 18512
phone: 570-496-7020

Satellite Office

112 West 34th Street, 17h Floor | New York, NY 10135
phone: 646-880-3465



May 17, 2019

Ms. Roseann Novembrino, City Controller
City of Scranton
Office of the City Controller
340 North Washington Avenue, 2nd floor
Scranton, PA 18503

RE: Response to RFP for Engineering Services for 2019 Roadway Improvement Project

Dear Ms. Novembrino,

Reuther+Bowen, PC is pleased to respond to the City of Scranton Engineering Services for 2019 Roadway Improvement Project. We trust that a review of the enclosed materials will demonstrate that we are highly motivated and qualified for this assignment.

As you review the enclosed documents, we would like to emphasize several items:

- R+B's in-house team is exceptionally qualified to perform the engineering services defined in the RFP.
- We have a broad background in developing and implementing all phases of roadway construction projects. Being the municipal engineers for four (4) municipalities as well as providing services to private developers, we have designed and constructed miles of new roadways in addition to rehabilitating numerous municipal and county roadways within Lackawanna County and the surrounding area. Also, R+B was the Engineer of Record for both the 2016 and 2017 Scranton Roadway Improvement projects. With our office located in the Borough of Dunmore, we can provide an immediate response to on-site questions or clarifications before, during, and at the conclusion of the project. Reuther+Bowen fully understands the entire process from inception through project completion and final closeout. We have a complete understanding of the contract and welcome the opportunity assist the City of Scranton with the timely completion of this project.
- As noted in the RFP: there are no relationships existing between any of the firms' employees or principals and any official of the City of Scranton.
- Finally, our team will be led by David Lopatka. Mr. Lopatka has 28+ years' experience with civil site design and has executed numerous projects for municipalities and townships throughout his career. He understands the needs and requirements of the City of Scranton.

Thank you for considering Reuther+Bowen, PC. If you have any questions, comments, or would like to schedule an interview to discuss our qualifications further, please contact me directly at 570-496-7020 x421.

Respectfully submitted,



David Lopatka
Director of Civil Engineering

TABLE OF CONTENTS

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SECTION 7.....	Affidavits
SECTION 8.....	Insurance
SECTION 9.....	Addenda

Section 1

Statement of Services Rendered

1

reuther+brown
Engineering, Design, Construction Services

Firm Profile

Year Established
2000

Corporate HQ
326 Ward Street
Scranton, PA 18512-2424

Satellite Offices
New York City
112 West 34th Street, 17th floor
New York, NY 10120

Core Services
Structural Engineering
Civil Engineering
Structural Detailing
Building Information Modeling
Integrated Project Delivery

Licenses Held
Colorado
Connecticut
Delaware
District of Columbia
Florida
Kentucky
Maryland
Massachusetts
Michigan
New Jersey
New York
North Carolina
Ohio
Pennsylvania
Puerto Rico
Virginia
Washington

Incorporated in 2000, Reuther+Bowen is a highly accomplished, talented and diverse engineering, design firm working with architects, owners, contractors and developers on many complex issues. Our collective portfolio includes building and site development projects of all types and sizes—several receiving national or regional AIA Awards and other distinctions. Individual commissions we accept vary widely from small consulting efforts to projects that are large and complex. Some of our work has been featured by publications such as New York Construction, Modern Steel, and Engineering News Record.

We provide our expertise to a variety of clients and on many levels. As a consulting engineer, we collaborate with architectural firms of all sizes - whether they be individual practitioners or large national design firms. Our project portfolio includes numerous office buildings, commercial and retail, hospitals and healthcare facilities, college and university buildings, K-12 schools, industrial, multi-family and single-family residential and other institutional facilities. In addition to architects, we also consult directly to owners, contractors, fabricators and private developers to offer; land development planning, permitting needs, site design and master planning, detailing and building information modeling (BIM), Integrated Project Delivery Methods, pre-engineered buildings, renovations/modifications, peer review and value engineering, structural integrity investigations/ forensic studies, and insurance reports.

Service is the cornerstone of our practice. Because of this, Reuther+Bowen has developed and maintained a preferred status with our clients—bringing exceptional and creative design capabilities, a positive attitude toward working in a team, and a genuine appreciation and desire to meet the design goals of each project or unique situation. Combined with an innovative and confident mindset in overcoming challenges, we also seek to provide solutions that are in-line with the owner's budget. This fundamental approach is the basis of a successful partnership with our clients and for our continued success.

Civil Engineering

Our experience in civil engineering covers a wide range of project specializations, including land development design and permitting for commercial, institutional and residential buildings, highways and industrial parks, corporate center site planning, municipal engineering, stormwater management, flood protection, subdivisions and outdoor sports and recreation facilities. We have the experience to take your project from start to finish, with integration of site data from the initial collection of survey information through base mapping, design and development of construction documents. We have the capabilities to conduct site specific evaluations related to grading, drainage and access issues. Our extensive knowledge of zoning, utility issues and environmental regulations contribute to a comprehensive offering of services that can accommodate the needs of any size project.

Land Planning & Development

- Master Planning
- Open Space & Recreation Plans
- Permit/Regulatory Analysis
- Zoning & Subdivision Reviews
- Site Selection
- Land Use & Feasibility Studies
- Subdivision Design
- Site Plans
- Sketch Plans
- Preliminary Land Development Plans
- Final Land Development Plans

Water Supply, Treatment, Storage & Distribution

- Distribution
 - Computer Modeling & Hydraulic Analysis*
 - Distribution Piping*
 - Booster Pump Stations*
 - Fire Flow Analysis*
- Supply
 - Groundwater Wells*
 - Water Demand/Capacity Projections*
- Treatment/Disinfection Systems
- Storage
 - Elevated Storage Tanks*
 - Standpipes*
- Regulatory Permit Applications

Environmental Engineering & Permitting

- Stormwater System Permits
- Sanitary Sewer System Permits
- Groundwater & Surface Water Discharge Permits
- Soil Erosion & Sedimentation Control Plans
- Wetland Permits
- Army Corps of Engineers Permits
- Environmental Assessments

Wastewater Collection, Treatment & Disposal

- Collection Systems
 - Gravity*
 - Low-Pressure Grinder Pump*
 - Pump Stations & Force Mains*
 - Interceptors*
 - Infiltration/Inflow Evaluations*
 - On-Lot Systems*
- Elevated Sand Mound*
- Disposal Fields*
- Pressure Dosing*
- Regulatory Permit Applications

Transportation Engineering

- Transportation Planning Studies
- Roadways
- Bridges
- Signage & Pavement Marking Plans
- Safety Improvements
- Maintenance & Protection of Traffic Plans
- Regulatory Permit Applications

Stormwater Collection & Management

- Hydrologic & Hydraulic Modeling
 - Dam Analysis*
 - Flood Plain Studies*
- Collection Systems
 - Gravity*
 - Pumping Stations*
 - Culverts*
 - Swales/Open Channels*
- Stormwater Management Facilities
 - Quality Control Basins*
 - Infiltration Systems*
 - Detention & Retention Basins*
 - Underground Detention Facilities*
- Dams & Levees

Section 2
Management Summary

2

reuther+bowen
Engineering, Design, Construction Services

MANAGEMENT SUMMARY

Re: City of Scranton— Engineering Services for 2019 Roadway Improvements Project

The responsibility of the Reuther+Bowen team for this project is to provide roadway design and re-surfacing solutions that will satisfy the detailed objectives provided in the Request for Proposals while supplying timely, cost-effective engineering solutions that meet the City of Scranton's schedule and budget. Reuther+Bowen will negotiate a fixed fee with the City of Scranton for all services to be provided by the firm for this project.

Upon project award and issuance of the Notice to Proceed, Reuther+Bowen will abide by a detailed schedule to expedite delivery of bidding documents starting with an initial kickoff meeting with City personnel to gain a complete understanding of the project scope. We will then prepare a schedule including all required elements needed to accurately evaluate, photograph and measure each roadway within the project scope. Certain roadways will be mapped and detailed using straight line diagrams while other roads may require a more detailed survey to prepare desired base mapping. Depending upon the conditions of each roadway we will recommend different methods of reconstruction best suited to insure the roads once completed meet or exceed City roadway standards. Some of the methods of approach will include the more traditional type of construction by saw cutting, base replacement and wearing course overlay while we will also explore some newer more environmental friendly methods such as Cold In-place Asphalt Recycling and FDR (Full Depth Reclamation). Upon the selection of the method of reconstruction, Reuther+Bowen will prepare design drawings and associated notes and details. Some of the roadways may require approvals and/or permitting from county or state agencies (Lackawanna County Conservation District, PA Department of Environmental Protection, PennDOT, etc.). Reuther+Bowen has very good relationships with each of the agencies and will setup meetings to assist in expediting the approval process.

In conjunction with design plans and details being completed, we will assist in the preparation of bidding documents including Front end Specifications, Technical Specification, Cost Estimates, Bid Forms and other required documents conforming to the format requirements of the City of Scranton. We will attend pre-bid meetings and answer requests for information in a timely manner to insure all contractor are bidding on the same information. Reuther+Bowen will assist in the review of bids and make recommendations for award of contracts.

During the construction phase, a responsive attitude and a regular presence on-site is of paramount importance to the successful installation and re-construction process, in addition to the health, safety and welfare of adjacent property owners. For this reason, construction administration efforts are led by a qualified inspector, who is responsible for the performance of the Reuther+Bowen team and serves as a focal point for both client and team communications. Moreover, we give the utmost attention to the prompt processing of shop drawings, RFI's and other required contractor submittals to ensure a seamless transfer of information and communication throughout the construction process.

Section 3
Action Plan/Project Schedule

3

reuther+bowen
Engineering, Design, Construction Services

Action Plan & Project Schedule

Project Title: Engineering Services, 2019 Roadway Improvement Project

Project Location: City of Scranton, Lackawanna County, PA

Submit Proposal, fees	1 day	May 17, 2019
Receipt of Executed Agreement	2 weeks	May 31, 2019 • Notice to Proceed
Prepare Design Documents	4 weeks	June 3, 2019 – July 1, 2019
<ul style="list-style-type: none"> • PA One Call • Measure Roads (list provided by the City) • Straight Line Diagrams and Survey if needed • Finalize Basemaps • Final Design drawings including Notes and Details • Final review and approval by City 		
Construction Documents	1 week	July 1, 2019 – July 5, 2019
<ul style="list-style-type: none"> • Finalize Construction Documents • Prepare Technical Specifications 		
Bidding Phase	4 weeks	July 8, 2019 – August 5, 2019
<ul style="list-style-type: none"> • Answer RFI's and issue Addendums • Schedule and attend Pre-Bid conference • Review Contractor bids and recommend award 		
Contract Award	1 Week	August 12, 2019
Construction Administration	2 months	August 19, 2019 – October 4, 2019

Section 4
Experience

4

reuther+bowen
Engineering, Design, Construction Services



Civil Engineering Experience

City of Scranton, Roadway Improvement Project, 2016-2017, Scranton, PA

The project consists of a \$3.5 million roadway improvement project incorporating the resurfacing of approximately 12 to 15 miles of roadway. The majority of roadways work includes milling and overlay of the existing wearing course. Also, in order to save the City from total reconstruction of some of the roads, R+B has proposed utilizing Full Depth Reclamation and Cold in Place Recycling where as the base and/or wearing course are recycled saving hauling and disposal costs.



Old Forge Borough, PA 2016-2017 Paving Project, Old Forge, PA

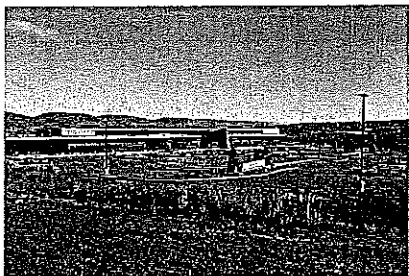
Prime civil engineering, this project consists of the design and planning of specific public works projects i.e. sewer replacements, street paving, curb and sidewalk replacements.

Dunmore Borough, PA 2013 Paving Project, Dunmore, PA

Prime civil engineering, macadam repairs to 2.5 miles of municipal streets requiring numerous areas of pavement resurfacing, design for the conveyance of groundwater, and on-street parking layouts.

(CDBG) Laurel Street Stormwater and Paving Project, Dunmore, PA

Civil design including the widening of approximately 700 lf of Laurel Street and installation of a new stormwater collection system. This project also includes the installation of new curbs, sidewalk and handicap ramps. The project is being funded through Lackawanna County using CDBG funding.



Township of Lower Merion, CDBG Funded Engineering Service Contract, PA

Civil and structural engineering services contract for various CDBG funded projects pertaining to infrastructure projects and residential structural deficiencies. The primary use of CDBG funding has been the upgrade of ADA curb ramps within the Township.

Scranton Lackawanna Industrial Building Company, Valley View Business Park Phase 1, Jessup, PA

Site design including stormwater management and erosion and sediment control plans. Prepared required documents for submissions to PA Department of Environmental Protection for NPDES permitting and the Lackawanna County Conservation District for E & S approval. Designed roadside swales and stormwater conveyance systems.



Lackawanna County Housing Authority, Jessup, PA

Multi-family housing project on approximately 10 acres requiring civil engineering services including complete land development, design, and approvals including approximately 2300 linear feet of new roadway. Reuther + Bowen, PC provided on-site inspection services through construction for paving and site infrastructure.

Penn State Hershey Medical Center, Combined Heat & Power Plant, Dauphin County, PA

Site design, surveying and land development documents for bidding, permitting and construction for the new facility. The project includes the design all new grading, hardscaped areas, stormwater collection and conveyance systems. We will also redevelop impacted roadways and parking areas to serve the area.

Gracedale Nursing Home, Nazareth, PA

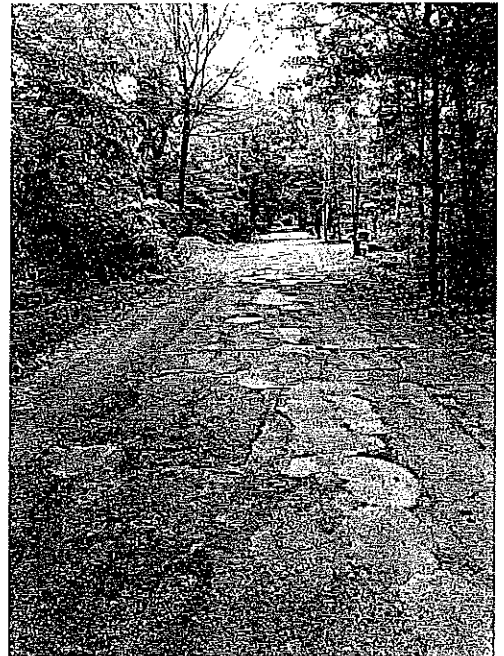
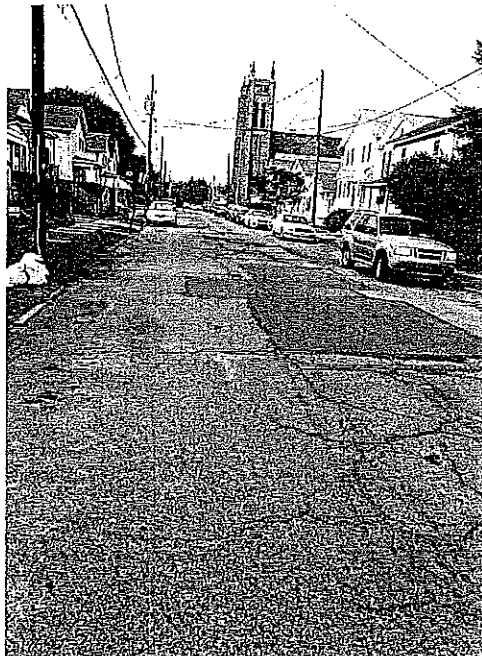
Civil engineering services for repairs and upgrades to parking lots, crosswalks, stairs and walkways located at the Gracedale Nursing Home. Topographic survey of the remainder parking facilities, milling and resurfacing to remaining parking facilities, sidewalks, crosswalks and handicap accessible curb ramps and associated design, bidding and construction services.



City of Scranton, Roadway Improvement Project 2016-2017 Scranton, PA

Reuther+Bowen was awarded the contracts from the City of Scranton for the 2016 and 2017 Roadway Improvement Projects. The project consists of a \$3.5 million roadway improvement project incorporating the resurfacing of approximately 12 to 15 miles of roadway. The project encompasses neighborhood roadways which were severely impacted by the recent winter weather. The project will also incorporate the resurfacing of several collector and distributor roads. The improvements to these roads are critical to meet traffic flow needs in their respective neighborhoods. Storm drainage diversion will also be addressed with the roadway improvements.

Mr. David Bulzoni / Business Administrator
City of Scranton
City Hall
340 N. Washington Avenue Scranton, PA 18503
(570) 348-4214
dbulzoni@scrantonpa.gov



Dunmore Borough, 2017, Paving Project, Dunmore, PA

As municipal engineer for Dunmore Borough, R+B was responsible for civil engineering, design and inspection of 2.5 miles of roadway resurfacing. Construction cost for the project was \$1,000,000. The project included prime civil engineering, macadam repairs to municipal streets, which required numerous areas of pavement resurfacing, design for the conveyance of groundwater, and on-street parking layouts.

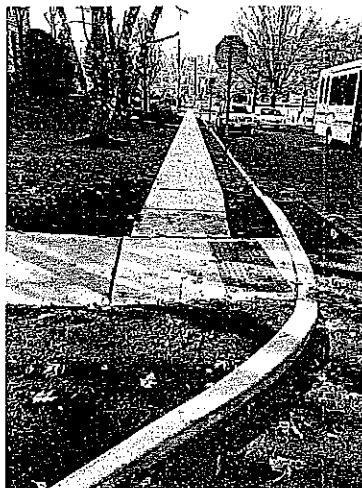


Township of Lower Merion, CDBG Funded Program Montgomery County, PA

Reuther+Bowen was awarded a contract for civil and structural engineering services related to the Community Development Block Grants for the Township of Lower Merion, Montgomery County, PA. Projects are funded through the US Housing and Urban Development's CDBG. Reuther+Bowen's responsibilities include: prepare plans, specifications and management of CDBG projects. The contract was extended for an additional year into 2018.

R+B has recently completed with the Township on Phase 2 - ADA Curb Cuts and Replacement of Existing Ramps Project. The project will replace curb and sidewalks with concrete curb ramps and make all necessary adjustments to walkways and/or street areas at intersections to make the areas accessible to individuals with disabilities.

Ms. Kathryn J. Morris, Community Development Technician
Lower Merion Township
75 East Lancaster Avenue Ardmore, PA 19003
(610) 645-6271
kmorris@lowermerion.org



Borough of Old Forge, Multiple Projects, Old Forge, PA

As municipal engineer for Old Forge Borough, R+B is responsible for civil engineering, design and construction administration...

Civil Design, Bidding and Construction Administration

Old Forge Rosemount Development Roadway Reconstruction
Old Forge 2015 Paving Project
Old Forge 2016 Paving Project
Old Forge 2017 Paving Project
Old Forge Kohler Avenue OECD Project
Old Forge Grace Street Stormwater/Sanitary Separation Project
Old Forge DPW Stormwater Project
Old Forge Main Street Sewer Project

Project Management, Civil, Structural, Bidding and Construction Administration

Old Forge—Miles Street Park Revitalization Project

Plan Review and Comment for Planning Commission meetings

Old Forge Bochnowich Minor Subdivision
Old Forge 904 South Main Street Minor Subdivision
Old Forge Select Realty—Proposed Parking Lot
Old Forge Vieira Minor Subdivision
Old Forge Birchwood Estates—Major Subdivision and Land Development
Old Forge Pride Mobility—New Warehouse

Mrs. MaryLynn Bartoletti, Borough Manager

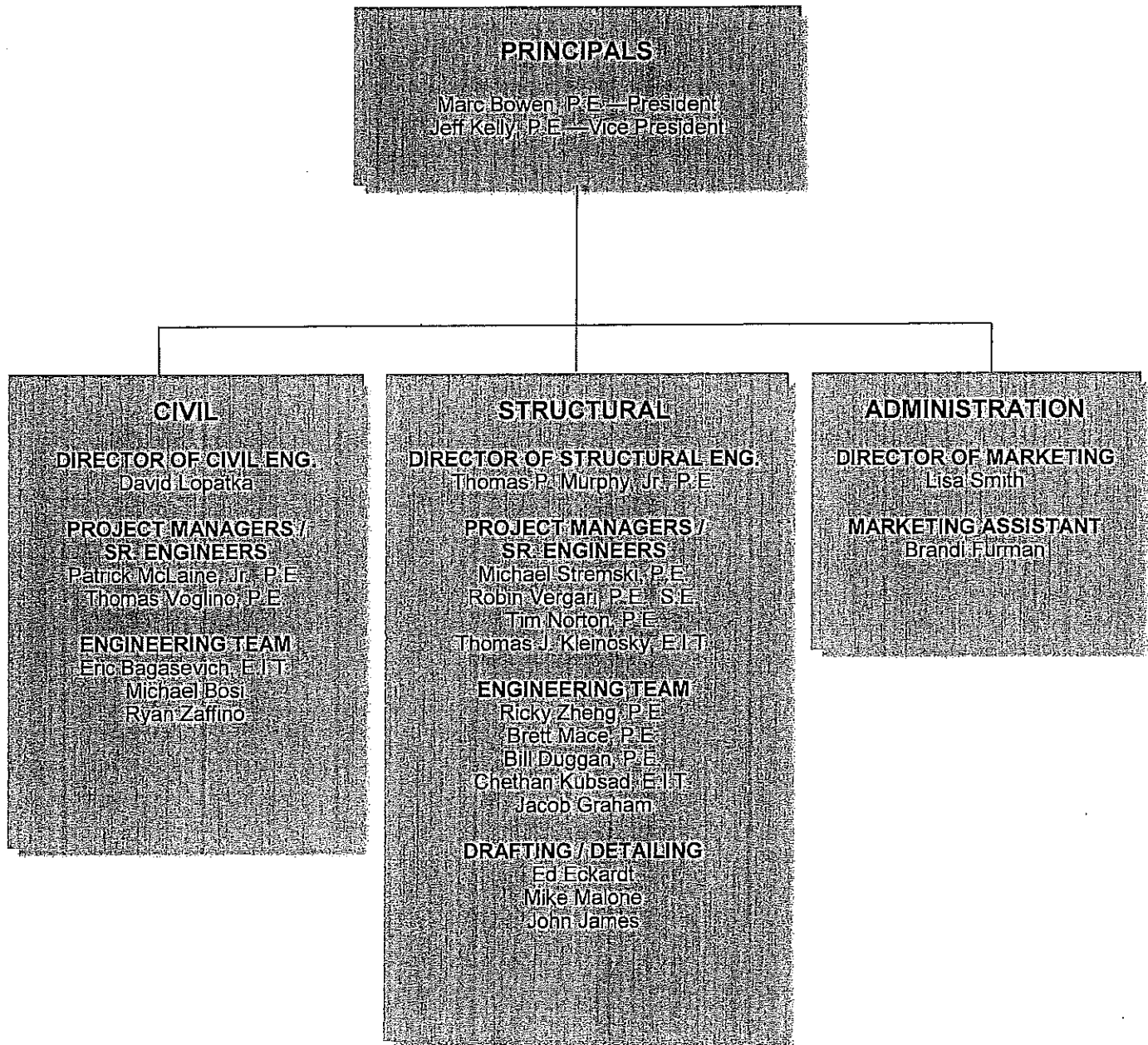
Old Forge Borough
310 S. Main Street Old Forge, PA 18518
(570) 457-8852
ofboromanager@comcast.net



Section 5
Personnel

5

reuther+bowen
Engineering, Design, Construction Services





DAVID LOPATKA DIRECTOR OF CIVIL ENGINEERING

With over 26 years of experience in civil engineering design, Mr. Lopatka has served as lead civil engineer on a wide variety of projects throughout Pennsylvania and New York. His background includes developing stormwater management and soil erosion control plans, studies for optimizing subdivisions, cost estimates, designing roads and intersections, and obtaining Department of Transportation and Department of Environmental Protection permits (NPDES, ESCGP-1, HOP, etc.). He has also been responsible for developing and implementing all portions of subdivision and land development plans for commercial, industrial, institutional, airport, and residential facilities. His civil engineering design background includes on-lot septic, sanitary sewer, storm sewer, and water distribution systems, culverts, detention basins, pumps, and roads. Dave also actively serves as the Municipal Engineer for several local jurisdictions—including Dunmore Borough where the firm is headquartered.

As the Director of Civil Engineering, Mr. Lopatka is responsible for leading a team of engineers in preparing plans, specifications and standards; quality control of drawings; manpower budgeting; and assembling proposals and contracts.

EDUCATION

Bachelor of Science,
Business Administration
Wilkes University

MUNICIPAL ENGINEERING REPRESENTATIVE

Dunmore Borough
Elmhurst Township
Porter Township
Old Forge Borough

PROFESSIONAL AFFILIATIONS

American Institute of Steel
Construction, Member

American Society of Civil
Engineers, Member

RELEVANT EXPERIENCE

City of Scranton, Roadway Improvement Project 2016, Scranton, PA

The project consists of a \$3.5 million roadway improvement project incorporating the resurfacing of approximately 12 to 15 miles of roadway. The majority of roadways work includes milling and overlay of the existing wearing course. Also, in order to save the City from total reconstruction of some of the roads, R+B has proposed utilizing Full Depth Reclamation and Cold in Place Recycling where as the base and/or wearing course are recycled saving hauling and disposal costs.

Dunmore Borough, PA 2013 Paving Project, Dunmore, PA

Prime civil engineering, macadam repairs to 2.5 miles of municipal streets requiring numerous areas of pavement resurfacing, design for the conveyance of groundwater, and on-street parking layouts.

Old Forge Borough, PA 2016 Paving Project, Old Forge, PA

Prime civil engineering, this project consists of the design and planning of specific public works projects i.e. sewer replacements, street paving, curb and sidewalk replacements.

Linden Street Pocket Park, Scranton, PA

Reuther+Bowen is providing full civil engineering services for the City of Scranton in the redevelopment of a vacant lot in downtown Scranton into a pocket park. Budget of the project is roughly \$450,000.

Township of Lower Merion, CDBG Funded Engineering Service Contract, PA

Civil and structural engineering services contract for various CDBG funded projects pertaining to infrastructure projects and residential structural deficiencies. The primary use of CDBG funding has been the upgrade of ADA curb ramps within the Township.

(CDBG) Laurel Street Stormwater and Paving Project, Dunmore, PA

Civil design including the widening of approximately 700 lf of Laurel Street and installation of a new stormwater collection system. This project also includes the installation of new curbs, sidewalk and handicap ramps. The project is being funded through Lackawanna County using CDBG funding.

Gracedale Nursing Home, Nazareth, PA

Civil engineering services for repairs and upgrades to parking lots, crosswalks, stairs and walkways located at the Gracedale Nursing Home. Topographic survey of the remainder parking facilities, milling and resurfacing to remaining parking facilities, sidewalks, crosswalks and handicap accessible curb ramps and associated design, bidding and construction services.

JBAS Realty, Inc., Olyphant Lofts Apartment Complex, Olyphant, PA

Prepared site land development submission including layout of parking areas and driveways, stormwater management, and erosion and sediment pollution control plans. The stormwater management system included the design of an underground storage system to allow for maximum lot build-out.

Scranton Lackawanna Industrial Building Company, Valley View Business Park Phase 1, Jessup, PA

Site design including stormwater management and erosion and sediment control plans. Prepared required documents for submissions to PA Department of Environmental Protection for NPDES permitting and the Lackawanna County Conservation District for E & S approval. Designed roadside swales and stormwater conveyance systems.

Lackawanna County Housing Authority, Veterans Dr. Handicap Ramp & Paving Project, Dunmore, PA

Provided civil engineering services including design, approvals and inspection for the installation of approximately 70 handicap ramps and expansion of parking areas for this multi-family housing project on 10 acres.

Lackawanna County Housing Authority, Jessup, PA

Multi-family housing project on approximately 10 acres requiring civil engineering services including complete land development, design, and approvals including approximately 2300 linear feet of new roadway. Reuther + Bowen, PC provided on-site inspection services through construction for paving and site infrastructure.



THOMAS M. VOGLINO, PE SENIOR CIVIL ENGINEER

With 15 years of professional experience, Mr. Voglino's experience includes a wide variety of site and building types for colleges / universities, hospitals, office buildings, warehouse facilities, and apartments.

Thomas has been responsible for developing portions of subdivision and land development plans for commercial, industrial, institutional, and residential facilities. His civil engineering design background includes on-lot septic, sanitary sewer, storm sewer, and water distribution systems, culverts, detention basins, pumps, and roads.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Science—
Environmental
Engineering, Wilkes
University

PROFESSIONAL LICENSES

PA

PROFESSIONAL AFFILIATIONS

National Society of
Professional Engineers,
Member

Pennsylvania Society of
Professional Engineers,
Member

Municipal Engineer, Multiple Townships & Boroughs, PA

Reuther+Bowen is the Municipal Engineer for several municipalities in PA. General engineering services in these contracts include; design, subdivision and land development review, construction inspection and supervision, traffic/transportation engineering, storm water management services, sanitary sewer conveyance engineering, community planning, funding coordination, attend public meetings and other engineering services on an as-needed basis.

Township of Lower Merion, CDBG Funded Engineering Service Contract, PA

Civil and structural engineering services contract for various CDBG funded projects pertaining to infrastructure projects and residential structural deficiencies.

Scranton Lackawanna Industrial Building Company, Valley View Business Park Phase 1, Jessup, PA

Site design including stormwater management and erosion and sediment control plans. Prepared required documents for submissions to PA Department of Environmental Protection for NPDES permitting and the Lackawanna County Conservation

City of Scranton, Roadway Improvement Project, Scranton, PA

Roadway improvement project of 12-15 miles of roadway damaged by winter weather. The project also includes resurfacing of several collector and distributor roads and storm drainage diversion.

Penn State University, Nursing Sciences Building Renovations, University Park, PA

New, 4-story connector addition to an existing building for a new entrance with vertical and horizontal circulation. Site work includes a new outdoor plaza, walks, detention basin and patio with seating.

Penn State Hershey Medical Center, Combined Heat & Power Plant, Dauphin County, PA

Site design, surveying and land development documents for bidding, permitting and construction for the new facility. The project includes the design all new grading, hardscaped areas, stormwater collection and conveyance systems. We will also redevelop impacted roadways and parking areas to serve the area.

St. Joseph's by the Sea, New Athletic Center, Staten Island, NY

New, 2 story, 20,000 sf athletic center. The site work includes new drop off at the main entrance, new walks, driveways and parking areas.

Ocean County College, New Health Sciences Building, Toms River, NJ

New, 45,000 sf facility to house the school's expanding Nursing Program. The new building houses 800 students in classrooms, labs and additional learning space. The new building serves as a 'pass-through' from the upper to the lower campus.

Geisinger Health System, Critical Care Building, Plains Township, PA

New, 40,000 sf medical facility. The 4-story facility includes an emergency department and intensive care unit. The project included demolition of an existing building and construction of a 120-space parking facility, associated stormwater management facilities and required permitting.

Hazleton General Hospital, Addition and MRI Relocation, Hazleton, PA

Land development plans for the construction of a waiting room / vestibule and installation of a 960 sf MRI facility to the existing hospital. The design includes; layout, grading, stormwater management, utilities and relocations and erosion / sediment controls for complete infrastructure installation of the new MRI center.

Rockaway Medical Arts Complex, Queens, NY

New, 67,000 sf medical office building. The facility includes 4-stories including 1 level of parking at grade and 3 floors of offices above. The project includes demolition of an existing building and construction of an 80 space parking facility, associated stormwater management facilities and required permitting.



PATRICK MCLAINE JR., PE SENIOR CIVIL ENGINEER

With nearly 20 years of professional experience, Mr. McLaine's experience includes a wide variety of site and building types for colleges / universities, hospitals, office buildings, warehouse facilities, and apartments.

Patrick has been responsible for developing portions of subdivision and land development plans for commercial, industrial, institutional, and residential facilities. His civil engineering design background includes on-lot septic, sanitary sewer, storm sewer, and water distribution systems, culverts, detention basins, pumps, and roads.

RELEVANT EXPERIENCE

City of Scranton, Roadway Improvement Project, Scranton, PA

Roadway improvement project of 12-15 miles of roadway damaged by winter weather. The project also includes resurfacing of several collector and distributor roads and storm drainage diversion.

Laurel Street Stormwater and Paving CDBG Funded Project, Dunmore, PA

Civil design including the widening of approximately 700 lf of Laurel Street and installation of a new storm-water collection system. This project also includes the installation of new curbs, sidewalk and handicap ramps. The project is being funded through Lackawanna County using CDBG funding.

Municipal Engineer, Multiple Townships & Boroughs, PA

Reuther+Bowen is the Municipal Engineer for several municipalities in PA. General engineering services in these contracts include; design, subdivision and land development review, construction inspection and supervision, traffic/transportation engineering, storm water management services, sanitary sewer conveyance engineering, community planning, funding coordination, attend public meetings and other engineering services on an as-needed basis.

(DGS / DCNR) Lehigh Gorge State Park, New Public Access Area, White Haven, PA

New public access area at PA state park including; access to boat launch sites, walking and biking trails, vehicle and pedestrian bridges, changing facility and onsite parking. The project also includes 1.5 miles of new roadway connecting SR940 to the town of White Haven.

Township of Lower Merion, CDBG Funded Engineering Service Contract, PA

Civil and structural engineering services contract for various CDBG funded projects pertaining to infrastructure projects and residential structural deficiencies.

Lackawanna County Housing Authority, Jessup, PA

Multi-family housing project on approximately 10 acres requiring civil engineering services including complete land development, design, and approvals including approximately 2300 linear feet of new roadway. Reuther & Bowen, PC provided on-site inspection services through construction for paving and site infrastructure.

Scranton Lackawanna Industrial Building Company, Valley View Business Park Phase 1, Jessup, PA

Site design including stormwater management and erosion and sediment control plans. Prepared required documents for submissions to PA Department of Environmental Protection for NPDES permitting and the Lackawanna County Conservation District for E & S approval. Designed roadside swales and stormwater conveyance systems.

JBAS Realty, Inc., Olyphant Lofts Apartment Complex, Olyphant, PA

Prepared site land development submission including layout of parking areas and driveways, stormwater management, and erosion and sediment pollution control plans. The stormwater management system included the design of an underground storage system to allow for maximum lot build-out.

Rockaway Medical Arts Complex, Queens, NY

New, 67,000 sf medical office building including 1 level of parking at grade and 3 floors of medical offices above. The project included demolition of an existing building and construction of an 80 space parking facility, associated stormwater management facilities and required permitting.

Penn State University, Milton S. Hershey Medical Center, Combined Heat & Power Plant, Hershey, PA

Addition of 5,600 sf to the existing on-campus facilities plant to house a new cogeneration and power facility. The design required detailed coordination with the MEP Engineers due to the enhanced electrical, gas and steam requirements for the facility.

EDUCATION

Bachelor of Science— Civil
Engineering / Georgia
Institute of Technology,
Masters of Business
Administration, Fordham U.

PROFESSIONAL LICENSES

PA, NY

PROFESSIONAL AFFILIATIONS

National Society of
Professional Engineers,
Member

Pennsylvania Society of
Professional Engineers,
Member

Section 6
Cost and Price Proposal

6

reuther+bowen
Engineering, Design, Construction Services

INFORMATION TO BE INCLUDED IN ARCHITECT/ENGINEERS CONTRACT AGREEMENT.

1. MAXIMUM COMPENSATION PARAGRAPH:

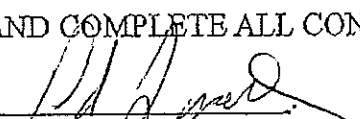
IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT WILL THE TOTAL AMOUNT OF COMPENSATION AND REIMBURSEMENT EXCEED THE MAXIMUM SUM OF \$ 20,950.00 FOR ALL SERVICES REQUIRED UNDER THIS PROJECT, UNLESS THE SCOPE OF WORK IS INCREASED BY THE CITY OF SCRANTON.

2. GENERAL TERMS & CONDITIONS:

TO BE ATTACHED TO ACKNOWLEDGED IN THE CONTRACT THAT THEY ARE A PART THEREOF.

3. SCHEDULE OF WHEN SERVICES WILL BE COMPLETED: TIME FOR PERFORMANCE:

THE ARCHITECT/ENGINEER WARRANTS AND ASSURES THE CITY OF SCRANTON THAT ALL WORK REQUIRED HEREIN WILL BE COMPLETED NO LATER THAN

DECEMBER 31, 2019, THE SCHEDULE IS TO BID THE PROJECT IN THE SECOND QUARTER OF ²⁰¹⁹~~2017~~ AND COMPLETE ALL CONSTRUCTION BY OR BEFORE DECEMBER 31, 2019. 

COST PROPOSAL

A. ROADWAY IMPROVEMENT PROJECT

BASIC DESIGN SERVICES and INSPECTION SERVICES

- Review all existing documents provided as part of the RFP.
- Activate the PA-ONE CALL system to obtain mapping and field mark out of existing underground utilities and a list of utility providers.
- Photograph existing conditions of all roadways in the contract.
- Measure roadways and prepare straight line diagrams of roadways in the contract
- Prepared design drawings
- R+B will prepare bidding documents including plans, contract and Technical Specifications. We will revise and rework master specifications and provide any additional specification sections as needed. All documents will be uploaded through the PennDOT ECMS system for bidding. R+B will attend a pre-bid conference, prepared minutes of the meeting and issue addendums as required during the process. Upon receipt of all bids R+B will review the bids to ensure all required documents are included and ultimately recommend contract award to the City of Scranton.
- Coordinate schedule with selected contractor.
- Conduct inspection and prepare daily inspection reports.
- Review, comment and approve shop drawings as provided by the contractor.
- Review and sign off on Payment Applications submitted by the contractor.
- Attend project meetings as requested by the City.
- Final project inspection with the City

PROPOSED PROFESSIONAL FEES

To complete the above scope of work, we shall be paid the below fixed fees billed monthly on a percent complete basis. Fees will be due within 30 days after the date of invoice. Unpaid fees beyond 30 days will be subject to a penalty of 1.5% compounded monthly. Reuther+ Bowen will be unable to accept credit card payments. Payments should be made by check.

A. ROADWAY IMPROVEMENT PROJECT

<u>Basic Services</u>	<u>Fixed Fee</u>
DESIGN, INSPECTION AND ADMINISTRATIVE SERVICES.....	\$20,950.00

<u>TOTAL PROFESSIONAL FEE</u>	<u>Fixed Fee</u>
	\$20,950.00

STANDARD HOURLY RATES – REUTHER+BOWEN, Effective January 1, 2019

Intern / Administrative	\$40.00
CADD Drafter	\$55.00
Inspector/Site Representative	\$60.00
Senior CADD Drafter	\$65.00
Engineer-in-Training (EIT)	\$80.00
Civil Designer	\$85.00
Engineer (PE)	\$90.00
Senior Engineer	\$100.00
Project Manager	\$115.00
Department Head	\$125.00
Associate Principal	\$135.00
Principal	\$165.00

2019 REIMBURSABLE SCHEDULE

Plotting bond @ \$.40 per square foot
 Color CAD plots @ \$4.00 per square foot
 Color graphic plots @ \$8.00 per square foot
 Digital Photo Prints @ \$1.50 per page
 Copies @ \$0.12 per copy
 Mileage @ \$0.54 per mile (or Current Federal Rate)

Note: All reimbursable expenses subject to a mark-up of 1.1. Rates quoted above are subject to change due to Vendor cost changes.

Section 7
Affidavits

7

reuther+bowen
Engineering, Design, Construction Services

PROFESSIONAL ADVICE QUESTIONNAIRE

ARCHITECT/ENGINEER

Purpose: The purpose of this form is to provide information regarding the qualifications of interested firms in providing a specific professional service.

1. Project Name/Location for which firm is filing:
City of Scranton Engineering Services
2019 Roadway Improvement Project

2a. Public Advertisement

Announcement Date, if any:

2b. Identification Number,
if any:

3. Firm Name & Address:

Reuther + Bowen, PC
326 Ward Street
Dunmore, PA 18512

3a. Name, Title & Telephone Number of Principal to Contact:

Marc Bowen, PE
Managing Principal
570-496-7020 Ext 407

3b. Address of office to perform work, if different from
Item #3:

4. Personnel by Discipline:

2 Administrative

(Secretarial/Clerical)

Architects

3 Civil Engineers

Construction Inspectors

Draftsmen

Electrical Engineers

Estimators

Landscape Architects

Mechanical Engineers

Planners: Urban/Regional

Soils Engineers

Specification Writers

9 Structural Engineers

Surveyors

1 Project Manager

3 Civil Designers

23 Total Personnel

FIRM NAME:

PROJECT NUMBER:

5. Does your firm qualify under one of the following: A. Female Owned Business Firm B. Labor Surplus Area Business Firm C. Minority Owned Business Firm D. Section 3 Business Firm <u>E. Small Business Firm</u>	6. Outside key consultants/associates anticipated for this project:
7. Brief Resume' of KEY Persons, Specialists, and Individual Consultants anticipated for this Project:	
a. Name and Title: David Lopatka	a. Name and Title: Tom Voglino, PE
b. Project Assignment: Project Manager/Director of Civil Engineering	b. Project Assignment: Civil Engineer
c. Name of firm with which associated: Reuther + Bowen, PC	c. Name of firm with which associated: Reuther + Bowen, PC
d. Years experience: With this firm <u>6</u> With other firms <u>23+</u>	d. Years experience: With this firm <u>4</u> With other firms <u>8</u>
e. Education: Degree(s)/Year/Specialization Bachelor of Science Degree in Business Administration, Wilkes University	e. Education: Degree(s)/Year/Specialization Bachelor of Science Degree Environmental Engineering, Wilkes University
f. Active Registration: Year first registered/Discipline	f. Active Registration: Year first registered/Discipline Professional Engineer, PA, 2009
g. Other experience and qualifications relevant to the proposed project:	g. Other experience and qualifications relevant to the proposed project:

PROJECT NUMBER:

(a) FIRM NAME:

h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):		h. Estimated level of effort, in terms of time commitment, to be provided (add additional pages, if necessary):			
8. Work by firm which best illustrates current qualifications relevant to this project, in terms of overall business experience and capabilities, and producing satisfactory results in a scheduled time frame. (Add additional information on back page, if necessary). (List no more than four (4) projects.)					
a. Project Name & Location	b. Nature of Firm's Responsibility:	c. Owner's Name & Address	d. Estimated Completion Time	e. Entire Project Cost:	f. Actual Fee Charged
1. City of Scranton, Roadway Improvement Project 2017	Responsible for 6.5 miles of roadway resurfacing and other borough projects.	City of Scranton 340 N. Washington Ave Scranton, PA 18503	Summer 2017 Fall 2017	\$1.4 Million	\$35,500
2. Old Forge Borough 2016 Paving Project	Responsible for 5 miles of roadway resurfacing and other borough projects.	Old Forge Borough 310 South Main St. Old Forge, PA 18518	Fall 2016 Nov. 2016	\$910,000	\$32,000
3. City of Scranton, Roadway Improvement Project 2015	Responsible for 12-15 miles of roadway resurfacing.	City of Scranton 340 N. Washington Ave Scranton, PA 18503	Fall 2016 Oct. 2016	\$2.9 Million	\$110,100
4. Laurel Street Paving and Stormwater Improvement Project, Dunmore, PA	Performed complete layout and design, upfront and technical specifications.	Dunmore Borough 400 S. Blakely St Dunmore, PA 18512	Summer 2017 Fall 2017	\$260,000	\$7,800

FIRM NAME:

PROJECT NUMBER:

9. Use this space to provide any additional information, or description of resources supporting your qualifications for the proposed project:

10. The foregoing is a statement of facts.

Date: 5/16/19

Signature:



David Lopatka, Director of Civil Engineering

Typed Name and Title

ATTACHMENTS DATA SUBMISSION DOCUMENTS

Attachment A. Affirmative Action Certification

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

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

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

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

(8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.

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

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

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

DATE: 5-17-19

NAME OF PROPOSER: Reuther & Bowen, PC

BY: David Loputka *David Loputka*

TITLE: Director of Civil Engineering

Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE: 5/17/19

NAME OF PROPOSER: Rutherford & Bowen, PC

BY David Lopatka *Dd Lopatka*

TITLE: Director of Civil Engineering

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania
COUNTY OF Lackawanna

Lisa Smith (Notary), being first duly sworn, deposes and says that:

1. He is David Lopatka, Representative

(Owner, partner, officer, representative or agent)

of Reuther + Bowen, PC, the Bidder that has submitted the bid;

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

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

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

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

Non-Collusion Affidavit
Signature Page

Signed *De A. [Signature]*

Director of Civil Engineering
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 16 DAY OF MAY 20 19

(TITLE) *LBS [Signature]* LISA B. SMITH

MY COMMISSION EXPIRES 08-04-2020

_____, 20____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lisa B. Smith, Notary Public
City of Scranton
Lackawanna County
My Commission Expires 08-04-2020

Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service.

2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made.

3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship.

4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value.

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

6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION I David Lopatka, hereby state that I am (title) D of Civil for,
Engineering

Raether & Bowen, PC and am authorized to make this verification.

Signature: _____

Dd Lopatka

Section 8
Insurance

8

reuther+bowen
Engineering, Design, Construction Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2019

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

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

PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: Kevin Esler PHONE (A/C, No, Ext): (201) 262-1200 E-MAIL ADDRESS: certs@fenner-esler.com FAX (A/C, No): (201) 262-7810	
INSURED Reuthert+Bowen, P.C. 326 Ward Street Dunmore PA 18512-2424		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co. of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31194	

COVERAGES **CERTIFICATE NUMBER:** Master 19-20 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			105583317	3/18/2019	3/18/2020	PER CLAIM LIMIT \$5,000,000 AGGREGATE LIMIT \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Engineering Services - 2018 Roadway Improvement Project

CERTIFICATE HOLDER City of Scranton Office of the City Controller 340 North Washington Avenue 2nd Floor Scranton, PA 18503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kevin Esler/JEAN
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2018

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

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

PRODUCER Kincel & Company, Ltd. 1100 Dunham Drive P O Box 280 Dunmore, Pennsylvania 18512	Phone : (570)961-8731 Fax : (570)961-0520	CONTACT NAME: Jennifer Hlavaty PHONE (A/C, No, Ext): (570)961-8731 FAX (A/C, No): E-MAIL ADDRESS: jennifer_hlavaty@kincel.com	INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Company Of South Carolina INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 19259
---	--	--	---	-----------------

COVERAGES

CERTIFICATE NUMBER: 3641

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2243655	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 3,000,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2243655	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ OCCUR <input type="checkbox"/> CLAIMS-MADE			S 2243655	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC90366439	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is named as additional insured with regard to general liability for ongoing operations performed by named insured as required by executed contract between all parties named herein. Additional insured is restricted to parties named in the executed contract.

CERTIFICATE HOLDER

CANCELLATION

Holder's Nature of Interest : Certificate Holder City of Scranton 340 North Washington Avenue Scranton, PA 18503	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Section 9
Addenda

9

References

Vito Ruggiero, Borough Manager
Dunmore Borough
400 S. Blakely Street
Dunmore, PA 18512
(570) 343-7611
Vito.ruggiero@dunmorepa.gov

Ms. Kathryn J. Morris / Community Development Technician
Lower Merion Township
75 East Lancaster Avenue
Ardmore, PA 19003
(610) 645-6271
kmorris@lowermerion.org

Mrs. MaryLynn Bartoletti / Borough Manager
Old Forge Borough
310 S. Main Street
Old Forge, PA 18518
(570) 457-8852
ofboromanager@comcast.net

Mr. David Bulzoni / Business Administrator
City of Scranton
City Hall
340 N. Washington Avenue
Scranton, PA 18503
(570) 348-4214
dbulzoni@scrantonpa.gov

Mr. Andy Skrip / Vice President Industrial Development
Scranton Lackawanna Industrial Development Company (SLIBCO)
222 Mulberry Street
Scranton, PA 18503
(570) 342-7711
askrip@scrantonchamber.com



DEPARTMENT OF LAW

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

June 10, 2019

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

RECEIVED

JUN 10 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH REUTHER+ BOWEN, PC TO PROVIDE ENGINEERING
SERVICES FOR THE CITY OF SCRANTON 2019 ROADWAY IMPROVEMENT
PROJECT.

Respectfully,

Jessica L. Eskra (s)
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 SETTLEMENT AGREEMENT BY AND BETWEEN UGI UTILITIES, INC., ("UGI") THE CITY OF SCRANTON ("CITY") AND PENNSYLVANIA PUBLIC UTILITY COMMISSION ("PUC") TO SETTLE LITIGATION FILED AGAINST THE CITY AND PUC BY UGI.

WHEREAS, on or about June 4, 2015, Council for the City of Scranton adopted Ordinance No. 102, 2015, a true and correct copy of which is attached as Exhibit "A"; and

WHEREAS, on or about September 21, 2015 UGI's predecessor in interest, UGI Penn National Gas Inc. ("UGI-PNG") filed in the Pennsylvania Commonwealth Court a Complaint in the nature of a Petition for Review, initiating an action captioned as UGI Penn Natural Gas Inc. v. City of Scranton and Commonwealth of Pennsylvania Department of Transportation and Pennsylvania Public Utility Commission Docket No. 477 MD 2015 challenging certain aspects of the June 2015 Ordinance attached hereto as Exhibit "B"; and

WHEREAS, a Settlement Agreement by and between UGI-PNG, the City and PUC is proposed as attached hereto as Exhibit "C".

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 Settlement Agreement by and between UGI Utilities, Inc., ("UGI"), the City of Scranton ("CITY"), and Pennsylvania Public Utility Commission ("PUC") to settle litigation filed against the City and UGI by executing the Settlement Agreement marked as Exhibit "C" attached hereto.

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.

2015

AN ORDINANCE

AMENDING THE ADMINISTRATIVE CODE OF THE CITY OF SCRANTON
CHAPTER 412 STREETS AND SIDEWALKS, SECTION III GOVERNING
EXCAVATIONS BY MAKING ADDITIONS, DELETIONS, RELETTERING AND
CHANGING THE NAME OF THE DEPARTMENT IN PORTIONS OF SECTION 111
RELATING TO EXCAVATIONS IN ORDER TO BRING THE CODE UP TO DATE.

WHEREAS, Chapter 412 of the Administrative Code of the City of Scranton Section III governs excavations by defining and regulating street excavations and openings, setting requirements for approval, issuance or disapproval permit applications and fees;

WHEREAS, Chapter 412 Section III was last updated in 1995, it is in the best interest of the City to bring the code up to date.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Chapter 412 Streets and Sidewalks, Section III Governing excavations is hereby amended to read as follows:

Chapter 412. STREETS AND SIDEWALKS

Article III. Excavations

§ 412-11. Definitions and word usage.

Amended by adding the following definitions under Section B:

SQUARE YARD

Surface space that measures out to the equivalent of a square 1 yard (3 feet) wide by 1 yard (3) feet long. There are 9 square feet to a square yard.

DISTURBANCE

Any change in the road surface that alters the pre-existing conditions

§ 412-12. Street opening permit required; exceptions.

a new Paragraph B was added, which required the following re-lettering Section B to C, and Sections C,D, & E to D, E & F respectively as follows:

B. Upon completion of a street paving/resurfacing project, by any entity, the City of Scranton will not allow the street to be excavated for any reason for five (5) years, except for emergency situations. (This includes any and all activities defined as upgrades, improvements and/or maintenance to utility systems.) Permits will not be issued to any entity that is desirous in conducting excavations on a street within a five year period following a paving/resurfacing of city streets. permit applications and fees;

[Amended 7-12-1995 by Ord. No. 111-1995]

C. Any person working in the vicinity of any city street who in any manner disturbs such street or who in any manner causes damage to a street shall be required by this Article to obtain a permit and correct this damage in accordance with the directives of the Department. Street opening permits are not required for persons excavating adjacent to the curb for the express

EXHIBIT

tabbies

"A"

CERTIFIED COPY

Li-Rad City Clerk

introduced at Council on Rules
referred to Committee on

May 21, 2015

City Clerk

Committee on Public Works reports favorably on the
within ordinance

Chairman

STAFF ORDER:
May 28, 2015

purpose of installing or replacing sidewalks and/or curbs provided a curb and sidewalk permit has been obtained prior to such work through the Department of Licensing, Inspections and Permitting.

D. All city departments and city corporate authorities shall not be required to obtain a permit when work is to be completed by city personnel.

E. All contractors or subcontractors performing work under contract for the city, city corporate authority, Commonwealth of Pennsylvania or the federal government shall obtain a permit for street excavation work.

In Section F deletion made and changed to read as follows:

F. Any person who shall desire to make an opening or excavation in any PennDOT street within the city limits shall obtain a permit from the city in addition to obtaining a permit from PennDOT. The PennDOT permit may be obtained from the offices of Maintenance District 4-0, Pennsylvania Department of Transportation, O'Neill Highway, Dunmore, Pennsylvania, 18512. In the case of any leak, explosion or other accident in any subsurface pipe, line, construction or apparatus, it shall be lawful for the person owning or responsible for such pipe, line, construction or apparatus, to commence an excavation to remedy such condition before securing a permit, provided that application for a permit shall be made immediately and not later than the next business day thereafter and that all other provisions of this Article are fully complied with.

§ 412-13. Application for permit; insurance; fee.

Addition made to Section H and new Sections J and K added as follows:

H. Street opening permit fee. Any person who desires to do any street opening or excavation of a street shall pay the sum of one hundred twenty-five dollars (\$125) plus inspection fees. Any street opening or excavation shall be computed to the nearest whole square yards of excavation for purposes of computing the inspection fee. See table 1 for inspection fee schedule.

I. The work authorized by the permit is subject to all provisions of the Act of December 10, 1974, P.L. 852, No. 287, § 1 et seq., *Editor's Note: This Act was repealed December 12, 1986, by P.L. 1574, No. 172. See now 73 P.S. § 182.2 et seq.* as amended or supplemented from time to time. It shall be the permittee's responsibility to contact the utilities that have recorded their facilities in compliance with said Act. A partial list of utilities providing services in the city and their office addresses may be obtained from the County Recorder of Deeds.

J. Inspections Documentation: The City of Scranton shall create and maintain appropriate documentation as a work-order inspection tracking ticket. This document shall be issued to the City Inspector when a permit is issued by the City of Scranton and shall be maintained for compliance by the Department of Public Works and the City Inspectors as assigned to perform the required activity. This document shall be in effect whole until the work is completed and accepted by the agent/inspector of the City of Scranton.

K. Copies of Permits and work order inspection tracking ticket shall be issued and maintained by the Department of Public Works. Each Permit and work order inspection tracking ticket shall be maintained for no less than (7) years. Each permit issued shall be maintained together with its work order inspection tracking ticket following the completion of work and inspection.

§ 412-14. Completion requirements; street improvements; exception.

Department name changed to Department of Public Works throughout the paragraph and City's Business Administrator also added to last line of paragraph.

The Department of Public Works shall give timely notice to all persons owning property abutting on any street within the city about to be paved or improved and to all public utility companies operating in the city and all such persons and utility companies shall make all water, gas or sewer

connections, as well as any repairs thereto, which would necessitate excavation of said street within thirty (30) days from the giving of such notice, unless such time is extended, in writing, for cause shown by the Department of Public Works. New paving shall not be opened or excavated for a period of five (5) years after the completion thereof, except in the case of an emergency, the existence of which emergency and the necessity for the opening or excavation of such paving to be determined by the Department of Public Works. Any person who desires to excavate a street for a utility within five (5) years after completion of the paving shall make written application to the Department of Public Works, and a permit for such opening shall be issued only after express approval of the Department of Public Works & City's Business Administer.

§ 412-15. Manner of completion.

Addition made to first paragraph, two (2) new paragraphs added after first paragraph, addition made to fourth paragraph and a new fifth paragraph added.

Any person who shall open or excavate any street in the city shall thoroughly and completely refill the opening or excavation in such a manner as to prevent any settling thereafter and shall restore the surface to the same condition as it was before the opening or excavation, and such restoration shall be in accordance with the specifications of the Department of Transportation of the Commonwealth of Pennsylvania which are hereby adopted as specifications of the city for restoration of surfaces of streets in the city, as restored; the surface shall conform to the proper grade and be of the same surface covering as the part of the thoroughfare immediately adjoining the opening. Any Street or Court that has received Bituminous resurfacing (Paving) within a (5) five year period shall be milled to a 1.5" Depth and resurfaced with appropriate material with (Scratch Leveling Course) and (Wearing Course 1 ½") Depth curb to curb and 10 feet beyond the farthestpoint of the Pave cut edge in any direction by any person who shall open or excavate any Street or Court for any purposes, this includes emergency related work. All restoration work shall be completed within and no later than (30) thirty Days from the day recorded of the excavation.

Trenching Excavations in lengths equal to the road surface and in parallel or otherwise to the road surface shall have the same restoration requirements as for Pave cuts above for the Manner of Completion.

If any Street or Court with a surface area older than (5) five years has more than 10 % of disturbance in the surface area of any (1) one city block limits following any excavations, the road surface shall have the same restoration requirements as for Pave Cuts above for the Manner of Completion. Or if two (2) pave cuts are made less than one-hundred (100) feet apart, the entire area between the two (2) pave cuts and including the two (2) pave cuts shall be milled and resurfaced as described above for a width of one-half the street/court width, (ie: nearest Curb to Centerline). If the repair excavation crosses the centerline of the street/court, then the mill and resurfacing shall be for the full width of the street/court (curb to curb) for the entire length of work area.

If within five (5) years after the restoration of the surface as herein provided defects shall appear, the applicant shall reimburse the city for the cost of all necessary repairs to the permanent paving, or as directed by the City of Scranton may be required to re-construct the road surface of the Pave cut area to meet compliance.

Pavements Markings: Any person who shall open or excavate any street/court in the city shall thoroughly and completely replace all pavement markings to its pre-existing condition within 5 days following the resurfacing of the street/court.

§ 412-16. Requirements for work; correction of unsatisfactory work; completion of incomplete work.

E.. If the permittee opens pavement having a bituminous concrete surface, the permittee shall, in addition to the requirements contained herein, overlay the pavement in accordance with the following conditions:

In Section E (1) the longitudinal opening changed from 10 to 100 linear feet, Curb to Curb and Department of Public Works added.

(1) When a longitudinal opening longer than one hundred (100) linear feet has been made in the pavement, the permittee shall overlay the lane or lanes in which the opening was made, for the entire length of roadway that was opened Curb to Curb in a manner authorized by the Department of Public Works.

In Section E (2) the number of transverse openings increased from 2 to 3, linear feet of pavement changed from 10 to 100, 10% changed to 25% and Curb to Curb was added to the end of the sentence.

(2) When three (3) or more transverse openings have been made in the same lane within one hundred (100) linear feet of pavement and when the openings occupy more than twenty five percent (25%) of the road surface between the openings, the permittee shall overlay the lane or lanes in which the openings were made, for the entire length of roadway between the first and last opening Curb to Curb.

In Section E (3) two and twenty-five hundredths inches (2.25") was added and Department name changed to Department of Public Works.

(3) If disturbed lanes adjacent to undisturbed lanes are overlaid, the edge of the disturbed lane shall be saw cut and milled to a depth of two and twenty-five hundredths inches (2.25") or to the depth of the existing surface course, whichever is less, for the length of the opening to ensure a smooth joint, with proper elevation and cross section. A full width overlay will be required if the undisturbed lane is severely deteriorated as determined by the Department of Public Works.

In Section F Department name changed to Department of Public Works.

F. No tunneling shall be allowed without the express approval of the Department of Public Works and permission therefore endorsed upon the permit. The backfilling of a tunnel excavation shall be made only in the presence of the Department of Public Works, or an inspector designated by him, and shall be done only in a method approved by him.

In Section G changes made and remainder of information in Section G deleted.

G. All openings or excavations shall be backfilled immediately with excavatable flowable fill or select granular material (2RC). The materials, mix design and construction shall conform to the specifications below.

- Excavatable flowable fill shall be in accordance with Section 220 Flowable Backfill of PennDOT's Pub. 408 most current edition.
- Select Granular Material (2RC) shall be in accordance with Section 703.3 Select Granular Material (2RC) of PennDOT's Pub. 408 most current edition.

If 2RC backfill is used, the pavement restoration will include eight (8) inches of Bituminous Base Course. The Bituminous Base Course shall be in accordance with Section 309 or 311 of PennDOT's Pub 408 most current edition.

In Section H change made (unless dictated by Weather and availability).

H. No temporary paving or cold-patch premix used as a temporary filling in a street opening or an excavation shall be permitted (unless dictated by weather and availability). Permanent paving shall be installed immediately after the excavatable flowable fill has set on the select granular material (2RC) has been properly placed.

In Section I change made Temporary Traffic Control Guidelines.

I. On concrete base streets, such base shall be replaced with concrete and the minimum size of the opening or excavation shall be sixteen (16) square feet. During the making of any excavation in the street, every necessary and reasonable precaution shall be taken by the applicant and the parties making the same to keep the street in a safe and passable condition both day and night by guards, barriers, lanterns and other devices, and all excavating permits granted hereunder are granted under and subject to the express condition that the person to whom the same is issued shall indemnify, save and keep harmless the city from any loss in damages, or otherwise whatsoever, which may or shall be occasioned at any time by said excavation or by any leak, explosion, or other injury from any pipe, apparatus, conduit or any other matter placed in said excavation. Said excavation shall be done in conformity with Ord. No. 20-1992 whereby the city requires that all utility and construction/maintenance work done on streets, roads, and alleys in the City of Scranton and all utility, construction, or maintenance work done within state highway rights-of-way be done in accordance with Temporary Traffic Control Guidelines "PennDot Publication 203," and any and all amendments and supplements thereto.

In Section J name changed to Pave Cut Inspector.

J. The applicant shall notify the Pave Cut Inspector when the opening or excavation is ready for backfilling before any backfilling is done, when backfilling work is completed and when the street has been permanently restored so that inspections may be made.

In Section K Department name changed to Department of Public Works.

K. In the event that any work performed by or for a permit holder shall, in the opinion of the Department of Public Works be unsatisfactory and the same shall not be corrected in accordance with his instructions within the time fixed by him, or in the event that the work for which the permit was granted is not completed within the time fixed by the Department of Public Works, the city may proceed to correct such unsatisfactory work or complete any such work not completed, and charge the cost thereof, plus twenty percent (20%) to such owner or person.

§ 412-20. Applicability.

The provisions of the Article shall not apply to laying sidewalks or curbs.

The City of Scranton reserves the right to deny the issuance of future street opening permits to any person or entity who violates the provisions of this ordinance.

The following Table was added to include a breakdown of Inspection Fees.

Table 1 Inspection Fee	Inspection Rate of Fee in Dollars <u>per Square Yard</u> of Streets Constructed, Reconstructed or Resurfaced. Inspection Rates are applied to all Permits issued including all emergency situations or approved exceptions .
------------------------	--

Total Square Yards to Be Excavated	Inspection Fee (Dollars)	Total Square Yards to Be Excavated	Inspection Fee (Dollars)
1	\$50.00	24-25	\$324.00
2	75.00	26-27	342.00
3	100.00	28-29	360.00
4	125.00	30-34	396.00
5	150.00	35-39	438.00
6	160.00	40-44	477.00
7	170.00	45-49	516.00
8	180.00	50-54	552.00
9	190.00	55-59	588.00
10-11	198.00	60-69	624.00
12-13	216.00	70-79	855.00
14-15	234.00	80-89	765.00
16-17	252.00	90-99	822.00
18-19	270.00	100	846.00
20-21	288.00	101	858.00
22-23	306.00	Or Grater	846+12.00 x (s.y. over 100)

Notes:

The number of Square Yards of Excavation shall be computed to the nearest whole square yard.

Minimum fee shall be equal to fee 1 square yard.

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.

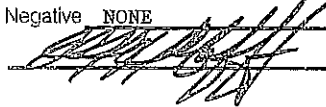
Passed by the Council

June 4, 2015

Receiving the Affirmative votes of Council Persons

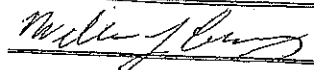
Wechsler, Rogan, Evans, Gaughan, McGoff

Negative NONE



President

Approved 6-5-15



Mayor



City Clerk
Certified Copy



Commonwealth Court of Pennsylvania

Kristen W. Brown
Prothonotary
Michael Krimmel, Esq.
Chief Clerk of Commonwealth Court

Pennsylvania Judicial Center
601 Commonwealth Avenue, Suite 2100
P.O. Box 69185
Harrisburg, PA 17106-9185
www.pacourts.us

September 30, 2015

NOTICE OF FILING PETITION FOR REVIEW OR COMPLAINT

RE: UGI Penn Nat. Gas v. City of Scranton et al
477 MD 2015
Filed Date: September 21, 2015

A Petition for Review has been filed in the original jurisdiction of the Commonwealth Court of Pennsylvania. The docket number is endorsed on the enclosed cover page of the Petition for Review. The date of filing is on the top of this notice.

Responsive pleadings and motions filed in compliance with the appropriate rules of procedure should be addressed to the office shown on the attached page.

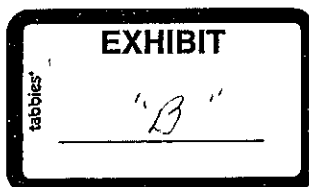
Any motions or applications filed should include a proposed order. Answers to motions or applications should also include a proposed order. Failure to provide a proposed order may result in the matter being returned to you for compliance. The Commonwealth Court docket number must be on all correspondence and documents filed with the Court.

The addresses to which you must transmit all documents are set forth on the last page of this notice.

If you have special needs, please contact this court in writing as soon as possible.

<u>Attorney Name</u>	<u>Participant Name</u>	<u>Participant Type</u>
Kevin T. Fogerty, Esq.	UGI Penn Natural Gas, Inc.	Petitioner

Enclosure



Address all written communications and direct all filings to:

Office of the Chief Clerk
Commonwealth Court of Pennsylvania
Pennsylvania Judicial Center
601 Commonwealth Avenue, Suite 2100
P.O. Box 69185
Harrisburg, PA 17106-9185
(717) 255-1650

Filings may be made in person between 9:00 a.m. and 4:00 p.m. (except Saturdays, Sundays, and holidays observed by the Pennsylvania courts), by mail as provided by general rules, or as otherwise permitted by general rules of court.



City of Scranton
340 N. Washington Avenue
Scranton, PA 18503

AOPC 5106 Rev.09/30/2015

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of this ___ day of January, 2019, (the "Effective Date") by and between the following parties:

-- **UGI Utilities, Inc.**, successor in interest by merger to UGI Penn Natural Gas Inc. (hereinafter "UGI"), a Pennsylvania corporation, having a place of business at 1 UGI Drive, Denver, PA 17517; and

-- **City of Scranton**, a Second-Class City of the Commonwealth of Pennsylvania, having a place of business at 304 N. Washington Avenue, Scranton, PA 18503.

-- **Pennsylvania Public Utility Commission**, having a place of business at 400 North Street, Keystone Building, Harrisburg, PA 17120 (the "PUC")

The entities which are parties hereto shall herein be referred to as "a/the Party"), and all parties collectively shall be referred to as "the Parties".

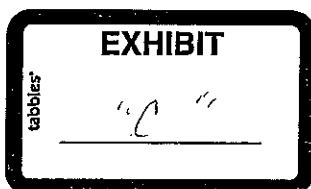
BACKGROUND

UGI is a "public utility" and a "natural gas distribution company" as those terms are defined in 66 Pa.C.S. §§102 and 2202, and a "public utility corporation" within the intendment of 15 Pa.C.S. §1511(e), providing natural gas distribution service to residential, commercial, industrial and institutional customers in a service territory encompassing all or portions of 44 counties in eastern and central Pennsylvania, including the City of Scranton, where UGI provides natural gas distribution service to various residential and commercial customer accounts.

The City of Scranton is a Second-Class City in the Commonwealth of Pennsylvania.

On or about June 4, 2015, Council for the City of Scranton adopted Ordinance No. 102-2015 ("the June 2015 Ordinance"), a true and correct copy of which is attached as Exhibit "A" to this Agreement.

On or about September 21, 2015, UGI's predecessor in interest, UGI Penn Natural Gas Inc. ("UGI-PNG") filed in the Pennsylvania Commonwealth Court a Complaint in the nature of a Petition for Review, initiating an action captioned as *UGI Penn Natural Gas, Inc. v. City of Scranton and Commonwealth of Pennsylvania Department of Transportation and Pennsylvania Public Utility Commission* – Docket No. 477 MD 2015 (Pa. Cmwlth. Ct.) ("the Commonwealth Court case") challenging certain aspects of the June 2015 Ordinance. A substantial impetus for UGI-PNG initiating the Commonwealth Court case was the fact that, in addition to its more general public service requirements, it is required, under certain agreements and understandings with the PUC, to perform certain work to upgrade utility facilities within various municipalities (hereafter each a "Betterment Project," and collectively "Betterment Projects").



During the course of the Commonwealth Court case, and following considerable discovery, the Parties have reached an understanding and agreement intended to resolve all issues raised in the Commonwealth Court case.

That resolution, though was reached after partial summary relief was granted and entered, in the form of entry of judgment on the claims alleged by UGI in the Commonwealth Court case, challenging the City's right and authority to impose requirements and regulate public utilities regarding streets under the jurisdiction and authority of the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"), that relief having been granted by Orders entered February 13, 2017 and March 28, 2017, on PennDOT's and UGI's Motion for Partial Summary Relief (Motion for Judgment on the Pleadings), striking Sections 412-12 (E) and 412-12(F) of the June 2015 Ordinance.

This Agreement is intended to set forth the terms and conditions pursuant to which the remaining Parties have resolved the issues and disputes between them relating to the June 2015 Ordinance, as well as the Commonwealth Court case.

TERMS AND CONDITIONS

1. **Incorporation of Background; Intending to Be Legally Bound Hereby** - The Parties incorporate herein by reference the statements, definitions and descriptions set forth in the Background Section of this Agreement as if fully set forth herein.

The Parties further acknowledge and agree that each is entering into this Agreement for the good and valuable consideration recited herein, and intending to be legally bound hereby.

2. **Modifications and Amendments to the City's Ordinances** -As material terms and conditions of the settlement reached between the Parties, the City agrees that it will enact and adopt as promptly as possible, in accordance with the provisions of applicable law, the following amendments and modifications to its Ordinances, including but not limited to the June, 2015 Ordinance.

a. The City's Ordinances will be amended so the road-opening Permit Fee is \$125.00 to be assessed per City block; so, for example, the Permit Fee would be \$125.00 if there was one road opening in a City block, or if there are ten openings in a City block.

Further, the phrase "City block" will be defined to mean the distance between the center line of the two streets which form an intersection, with those streets having a width of at least 25 feet; the point of this requirement is to make it clear that smaller side streets or alleys -- between two City-block intersections -- would not be considered in the definition of a City-block.

This change would be accomplished by amending Section 412-13.H, of the June 2015 Ordinance so it no longer states the Fee is for "any street opening or excavation . .

.” and also stating that the one Fee applies to and covers however many openings there may be within a particular City-block.

Further, Section 412-11 of the June, 2015 Ordinance shall be amended to delete the references to inspections being encompassed by the Permit Fee, as the separate Inspection Fee is covered in subparagraph b. below.

b. The Inspection-Fee provisions under the June, 2015 Ordinance will be revised to be consistent with the applicable PennDOT standard, i.e. \$40.00 per 100 lineal feet of pave cut, which would be calculated and paid at the time of submission of the Permit Application.

c. The parties acknowledge and agree that (i) whatever fees have been paid to date by UGI for calendar years 2017, 2018 and 2019 (reflecting reduced fee amounts which have been paid since in or about December, 2016) and all amounts paid to the Effective Date by UGI shall be accepted by the City in full satisfaction of any and all fees alleged to be due and payable in connection with any pave cuts conducted prior to the Effective Date of this Agreement, and (ii) fees consistent herewith shall be paid by UGI from the Effective Date of this Agreement going forward.

d. Following the Effective Date, on all City Streets (rights-of-way) for which UGI and the City have not both scheduled paving work, (i) if UGI open cuts a road, the City agrees to accept as satisfactory, the restoration by UGI of any such openings to the lesser of the applicable City Standard and the applicable PennDOT Standard, and (ii) if UGI creates an open cut in such a way that under the lesser of the City’s requirements and the PennDOT Standard, UGI would be required to pave to the center line (assuming its cut(s) disturb(s) only one side of the roadway), UGI will calculate and contribute to the City its share (“the UGI Contribution”), of the cost of paving to the center line, and the City would be responsible to perform and pay for any curb-to-curb restoration, and UGI would not be responsible for the costs of that curb-to-curb restoration, in recognition of having made the UGI Contribution. If no request is made by the City for a financial contribution from UGI by on or before the bidding of the project/job by UGI, then UGI will perform the repaving to the centerline of the road and it shall not be obligated to make any UGI Contribution, and the City shall be responsible to otherwise pave and restore the street beyond UGI’s restoration.

e. UGI shall receive and be entitled to a One Hundred Thousand and 00/100 (\$100,000.00) Dollar credit against future City Permit and Inspection Fees, which would be allocated over a five-year period (meaning up to a maximum of \$20,000.00 per year). Further, if, in any one of those five years the permit and inspection fees would be less than \$20,000.00, the balance would carry forward for use by UGI in subsequent years (again though, up to a maximum of \$20,000.00 per year). For example, if \$20,000.00 was applied in years 1, 2, 3 and 4, but in year 5 UGI incurred only \$10,000.00 of Permit and Inspection Fees, then the remaining \$10,000.00 of credit available for that year would carry over to year 6.)

f. The City would not seek to modify the Permit and Inspection Fees assessed against UGI at the rates referred to in this Agreement, for a period of at least three (3) years ("the Moratorium" and "the Moratorium Period") from the Effective Date, in consideration of the fact that UGI is, as part of this settlement, waiving and releasing its claim for the remaining balance -- after deducting the \$100,000.00 credit to be afforded to UGI pursuant to subparagraph e. above -- of the \$542,771.00 amount it contends to have been Permit Fee overpayments for which it was assessed and paid prior to December, 2016.

Provided however, nothing herein shall be deemed or construed to prevent the City from amending its Ordinances, with respect to Permit and/or Inspection Fees applicable to other entities which may enter upon and open public rights-of-way;

Provided however, nothing herein shall be deemed to bar or preclude UGI from challenging any Ordinance provisions adopted or put into effect subsequent to the three-year Moratorium Period if the City attempts to apply them to UGI.

g. The parties would agree to cooperate in good faith to coordinate street opening and repaving projects.

More specifically, at the City's request, UGI will meet with City representatives regarding future anticipated Betterment Projects, to discuss public outreach and education efforts, and how best to handle City resident complaints concerning UGI projects in the City. Additionally, UGI will provide a designated operations representative for the City to contact for all matters regarding paving, gas service to Scranton residents, and any other undertaking by UGI within the City.

Provided further, the City will delay selecting streets for its annual paving projects until such time as its representatives are able to meet with utility companies, and in particular, UGI, to learn of utility projects throughout the City for the upcoming year. Further, the City will not plan any paving projects on streets where the utility companies have upcoming projects, in order to avoid problematic and wasteful situations in which the City paves the street only to have the street opened by a utility company within a short time period thereafter.

h. In carrying out the provisions of subparagraph g. above, the City shall provide UGI, on a periodic basis, no less than quarterly (meaning every three months) its updated road-paving schedule. UGI will then respond by attempting to coordinate with that schedule its Betterment Projects, and the City agrees it will not remove items from its list to attempt to force UGI to repave more than its reasonable and fair share.

Provided further, if UGI performs a Betterment Project ahead of a scheduled City paving project, and the City cancels the repaving, UGI is only required to fill excavations with compacted base materials, and the City is responsible to complete repaving. If the City updates/modifies its repaving schedule in a manner which does not afford UGI sufficient time to obtain approval for a new ahead-of-municipality-project, then UGI will only be responsible to pave the portion of the road which it disturbs, and not curb-to-curb.

Provided further, the City agrees to accept as satisfactory, restoration by UGI of any street openings, to the lesser of the applicable City standard and the applicable PennDOT standard; except however, if the City insists on curb-to-curb re-paving for a particular street opening, UGI will reimburse the City for the cost UGI would have incurred if it had followed whichever lesser standard was applicable regarding paving, and the City would be responsible for the costs of repaving curb-to-curb.

i. Notwithstanding any time schedules referred to in the June, 2015 Ordinance regarding UGI's completion of paving for road opening projects, it is acknowledged, understood and agreed that any such timeframes shall be subject to weather conditions, contractor-scheduling capabilities and any other matters beyond UGI's reasonable control.

j. Subject to the provisions of subparagraphs g. and h. above, the following work and restoration standards shall apply to all newly repaved City streets which UGI may be required to open.

NEW BUSINESS GAS SERVICES - If a customer requests gas service after the road has been paved, UGI will be allowed to provide the gas service and restoration will be done with the normal one foot cut back, compaction in lifts, base and top.

EMERGENCY WORK INCLUDING GAS SERVICE RENEWALS, LEAKS ON GAS MAINS, OTHER SIGNIFICANT MAINTENANCE – For any of these type work/projects, following new paving, and within five years of the pave date will require same restoration as New Business Gas Service unless in the travel lane, in which case it will require restoration of the cut and mill and overlay of five feet on either side of the cut and from the center lane to the curb, or if the cut crosses the center lane, full width curb to curb.

CORE RESTORATION - Will continue to be allowed where possible, no additional restoration required.

MINOR MAINTENANCE (making valves accessible, fixing boxes, lids, typically less than 4 sq. ft.) – Re-top the cuts and tar.

k. The City agrees that UGI's work performed in Mulberry, Wheeler and Linden Streets within the City has been acceptably restored in accordance with the PennDOT standards, and that UGI need not perform any additional work on those streets beyond what it has performed to date. If the City wishes to repave these streets curb-to-curb it would do so at its own expense.

l. Sections 412-12E and 412-12(F) shall be deleted from the June 2015 Ordinance, consistent with the prior Commonwealth Court Orders striking those provisions. In addition, the City agrees it will at no time attempt to regulate or exercise authority to control over any aspect of UGI's occupancy of PennDOT streets/highways located within the City.

3. **Approval by Commonwealth Court** – It is acknowledged and agreed that the effectiveness and validity of this Agreement shall be conditioned upon the Parties submission of this Agreement to the Pennsylvania Commonwealth Court, which each shall cooperate in so doing, for entry of an Order approving and adopting these terms such that they are thereafter enforceable as an Order of Court.

4. **No Admission of Liability** - Nothing in this Agreement, or in any action taken to implement this Agreement, or otherwise pursuant to this Agreement, shall constitute or be deemed or construed to constitute an admission by any Party hereto as to any liability or fault with respect to any claims and/or defenses made or threatened in or in connection with the Commonwealth Court case.

5. **Changes and Modifications Must be in Writing** - This Agreement may not be modified, amended, or otherwise changed in any way except in a writing signed by all Parties; provided further, each Party hereto agrees as a material condition hereof and in consideration for the other Parties' promises and obligations, that it will never in any legal proceedings argue, contend or allege that there has been any non-written modification of this Agreement.

6. **Binding Upon Successors, Etc.** - This Agreement shall be binding upon and inure to the benefit of the Parties and each one's personal representatives, heirs, beneficiaries, successors and assigns.

7. **Applicable Laws; Jurisdiction and Venue** - This Agreement shall be governed by and construed under and in accordance to the substantive laws of the Commonwealth of Pennsylvania, excluding its conflicts-of-laws principles. Any disputes or disagreements arising out of, relating to, or connected with this Agreement and/or the June 2015 ordinance and/or UGI use and occupancy of City rights-of-way, including any of the Parties' rights, entitlements, duties, obligations and/or liabilities hereunder, shall be and remain subject to the exclusive jurisdiction and venue of the Pennsylvania Commonwealth Court.

8. **Execution and Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document. A signature transmitted by facsimile or other electronic means shall be considered an original.

9. **Entire Agreement; Prior Communications, Agreements, etc. Superseded and Extinguished** - This Agreement supersedes and terminates any and all prior or contemporaneous oral or written agreements between or among any of the Parties hereto, all of which shall be deemed merged herein and extinguished hereby. Provided further, this Agreement sets forth the entire understanding and agreement of the Parties with respect to the matters set forth herein, and there are no promises, representations, warranties, agreements, or undertakings, (written or verbal), between or among any of the Parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.

10. **Product of Mutual Negotiation and Draftsmanship** - This Agreement is the product of negotiations among the Parties and each one's counsel, and as a consequence, in construing the provisions of this Agreement, no inference or presumption shall be drawn against

any Party on the basis of which party or its attorney may have drafted any portion of this Agreement, and further, the doctrine of contract interpretation relating to ambiguities being interpreted against the drafter of the document shall not be applicable.

11. **Adoption By Appropriate Municipal Actions and Authority** – The City warrants and represents, recognizing that UGI is materially relying thereon in entering into this Agreement, that the terms of this Agreement have been authorized and approved by all necessary and appropriate municipal action and authority, including by Resolution and/or Ordinance, as may be applicable, so as to be binding and enforceable on the City, whether approved by City Council, authorizing the Mayor of the City to execute this Agreement on its behalf.

In that regard, a true and correct copy of the appropriate Resolution and/or Ordinance approving and adopting the terms of this Agreement is attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, and representing that each has authority to execute this Agreement on behalf of its respective Party, has executed this Agreement effective as of the Effective Date.

UGI UTILITIES, INC.

[witness]

By: _____
Name:
Title:

Date: _____

(Remaining Signatures on next page)

CITY OF SCRANTON

[witness]

By: _____
Name:
Title:

Date: _____

PENNSYLVANIA PUBLIC UTILITY COMMISSION

[witness]

By: _____

Name:

Title

Date: _____



DEPARTMENT OF LAW

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

June 6, 2019

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

RECEIVED

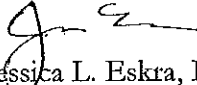
JUN 10 2019

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
SETTLEMENT AGREEMENT BY AND BETWEEN UGI UTILITIES, INC., ("UGI")
THE CITY OF SCRANTON ("CITY") AND PENNSYLVANIA PUBLIC UTILITY
COMMISSION ("PUC") TO SETTLE LITIGATION FILED AGAINST THE CITY
AND PUC BY UGI.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

APPROVING AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A SETTLEMENT AND MUTUAL GENERAL RELEASE WITH 500 LACKAWANNA DEVELOPMENT COMPANY CONCERNING PROJECT NO. 400.14 FROM THE URBAN DEVELOPMENT ACTION GRANT PROGRAM FOR A LOAN IN THE AMOUNT OF \$550,000.00, PASSED BY RESOLUTION NO. 39, 2006.

WHEREAS, the City of Scranton Office of Economic and Community Development entered into a Loan Agreement on April 19, 2006 with 500 Lackawanna Development Company for a loan in the amount of five hundred and fifty thousand (\$550,000.00) dollars from the Urban Development Action Grant Program as part of a project to revitalize and redevelop the 500 Block of Lackawanna Avenue; and

WHEREAS, on July 12, 2006, 500 Lackawanna Development Company executed a promissory note in the amount of five hundred and fifty thousand (\$550,000.00) dollars; and

WHEREAS, on or about August 4, 2006, 500 Lackawanna Development Company endorsed the loan proceeds in the amount of five hundred and fifty thousand (\$550,000.00) dollars to the City to be used in posting of a bond by the Redevelopment Authority of the City of Scranton in order to commence Declaration of Takings on properties located at 500, 504 and 506 Lackawanna Avenue in connection with the redevelopment project of the 500 Block of Lackawanna Avenue; and

WHEREAS, as part of 500 Lackawanna Development Company agreement with the City, 500 Lackawanna Development Company was to complete improvements with a cost of at least two million dollars to properties located at 500, 504, 506 Lackawanna Avenue and other properties on the 500 Block of Lackawanna Avenue; and

WHEREAS, the Redevelopment Authority of the City of Scranton had negotiated the acquisition of the parcel of land located at 500 Lackawanna Avenue (Pin# 15635-010-023) utilizing part of the loan proceeds endorsed and paid over to the City; and

WHEREAS, the Redevelopment Authority had transferred the property located at 500 Lackawanna Avenue (Pin# 15635-010-023) to 500 Lackawanna Development Company as part of plan to revitalize and redevelop the 500 Block of Lackawanna Avenue; and

WHEREAS, the City was unsuccessful in the remaining Declaration of Taking Actions filed to parcels 504 and 506 Lackawanna Avenue; and

WHEREAS, the 500 Lackawanna Development Company has satisfied the necessary job creation requirements pursuant to said loan agreement has redeveloped properties on the 500 Block of Lackawanna Avenue; and

WHEREAS, the City and 500 Lackawanna Development Company wish to amicably settle any and all differences and disputes they may have regarding the loan in the amount of five hundred and fifty (\$550,000.00) dollars for the City to 500 Lackawanna Development Company, the unsuccessful Declaration of Taking actions and the title to the property located at 500 Lackawanna Avenue, currently owned by 500 Lackawanna Development Company.

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 enter into a Settlement Agreement and Mutual General Release substantially in the forms attached as Exhibit "A", and other required documents as needed.

SECTION 1. Full execution and delivery of said Settlement Agreement and Mutual General Release attached as "Exhibit A" by 500 Lackawanna Development Company is condition precedent to the City entering into this 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.



June 5, 2019

Via Hand Delivery
Jessica Eskra, Esquire
340 North Washington Avenue
4th Fl., Law Department
Scranton, PA 18503

**Re: Settlement Agreement and Mutual Release
City of Scranton, OECD and 500 Lackawanna Development Company
Project No. 400.14, Urban Development Action Grant Program**

Dear Attorney Eskra:

The City of Scranton, specifically OECD, wish to amicably settle all differences and disputes by authorizing the Settlement Agreement and Mutual General Release as outlined in the enclosed legislation.

OECD is requesting that you review the attached Resolution and submit it to City Council for approval.

Please do not hesitate to contact me if you should need additional information.

Sincerely,

Mary-Pat Ward
Executive Director

/mpw

**SETTLEMENT AGREEMENT
AND
MUTUAL GENERAL RELEASE**

THIS AGREEMENT is made this ____ day of _____, 2019, by and between the City of Scranton, a Pennsylvania municipal corporation; City of Scranton Office of Economic and Community Development, a Pennsylvania municipal organization and the Redevelopment Authority of the City of Scranton, a Pennsylvania municipal organization (hereinafter collectively referred to as "CITY OF SCRANTON");

AND

500 Lackawanna Development Company, a Pennsylvania limited liability company with offices at 538 Spruce Street, Suite 618, Scranton, PA 18503, (hereinafter referred to as "500 LACKAWANNA").

WHEREAS, on April 19, 2006, the CITY OF SCRANTON entered into Loan Agreement and with 500 LACKAWANNA for a loan in the amount of five hundred fifty thousand (\$550,000.00) dollars from funds made available to the CITY OF SCRANTON through and from the Urban Development Action Grant Program "UDAG" with the United States Department of Housing and Urban Development "HUD" which provides financial aid to the CITY OF SCRANTON, pursuant to the Office of Economic and Community Development Act of 1974, as amended; and

WHEREAS, in connection with the Loan Agreement for a loan in the amount of five hundred fifty thousand (\$550,000.00) dollars, 500 LACKAWANNA executed a Promissory Note dated July 12, 2006 in the amount of five hundred fifty thousand (\$550,000.00) dollars;

WHEREAS, on or about August 4, 2006, 500 LACKAWANNA, upon receipt of the loan proceeds in the amount of five hundred fifty thousand (\$550,000.00) dollars, endorsed and paid over to the CITY OF SCRANTON the total amount of said loan proceeds to be used in the posting of a Bond by the Redevelopment Authority of the City of Scranton to commence three (3) separate Declaration of Taking actions against three (3) separate parcels of real estate on Lackawanna Avenue in the City of Scranton, specifically 500, 504, and 506 Lackawanna Avenue in the Court of Common pleas of Lackawanna County Docketed at No.'s 2006 CIV 3927; 2006 CIV 3926; and 2006 CIV 3924, respectively, in connection with a redevelopment project located on the 500 block of Lackawanna Avenue to be developed and rehabilitate by 500 LACKAWANNA as part of a Developer's Agreement with the CITY OF SCRANTON;

WHEREAS, the loan in the amount of five hundred fifty thousand (\$550,000.00) dollars was based upon the appraised value of the three (3) separate parcels of real estate which were the subject of the Declaration of Taking actions;

WHEREAS, as part of the Developer's Agreement with the CITY OF SCRANTON, 500 LACKAWANNA was to complete improvements with a cost of at least two million dollars

(\$2,000,000.00) to the three (3) separate parcels of real estate on Lackawanna Avenue and other properties on the 500 block of Lackawanna Avenue;

WHEREAS, the CITY OF SCRANTON, negotiated the acquisition of the parcel of real estate located at 500 Lackawanna Avenue PIN 15635-010-023, utilizing funds disbursed from the fifty thousand (\$550,000.00) dollars, loan proceeds mentioned above and were endorsed and paid-over to the CITY OF SCRANTON by 500 LACKAWANNA which resulted discontinued the Declaration of Taking action in the Court of Common pleas of Lackawanna County Docketed at No. 2006 CIV 3927 and tendered a Deed to 500 LACKAWANNA on November 5, 2008;

WHEREAS, the CITY OF SCRANTON was unsuccessful in the remaining Declaration of Taking actions, filed for the parcels located at 504, and 506 Lackawanna Avenue in the Court of Common Pleas of Lackawanna County Docketed at No.'s 2006 CIV 3926; and 2006 CIV 3924; and

WHEREAS, the CITY OF SCRANTON and 500 LACKAWANNA agree to amicably settle any and all of differences and disputes they may have regarding the loan in the amount of five hundred fifty thousand (\$550,000.00) dollars from the CITY OF SCRANTON to 500 LACKAWANNA; the unsuccessful Declaration of Taking actions referred to herein above; and the title to the property located at 500 LACKAWANNA Avenue, Scranton, PA owned by 500 LACKAWANNA, on the terms and conditions set forth herein.

NOW THEREFORE, for the sum of One (\$1.00) Dollars paid by 500 LACKAWANNA to CITY OF SCRANTON and other good and valuable consideration and in consideration of the mutual covenants, promises and agreements herein set forth, the parties hereto, intending to be legally bound hereby mutually agree as follows:

1. The Promissory Note dated July 12, 2006 in the amount of five hundred fifty thousand (\$550,000.00) dollars executed by 500 LACKAWANNA, and made payable to the City of Scranton Office of Economic and Community Development shall be marked satisfied and paid in full. 500 LACKAWANNA will prepare and forward a Satisfaction Piece to be recorded in the Recorder of Deeds office, and 500 LACKAWANNA shall be responsible for any and all recording costs.

2. The Redevelopment Authority of the City of Scranton shall execute a Release and/or Quick Claim Deed for the property located at 500 Lackawanna Avenue, Scranton, PA Tax Map Parcel PIN No. 156.35-010-023 being the more particularly described in the Deed conveyed to 500 LACKAWANNA Development Company dated November 5th 2008 and recorded in the Office of Recorder of Deeds in and for Lackawanna County to Instrument No. 200828261 satisfying and removing the "Under and Subject" conditions, restrictions, and covenants, imposed by the Redevelopment Authority of the City of Scranton, as "Grantee" to convey free and clear fee simple title to 500 LACKAWANNA Development Company for said property. 500 LACKAWANNA shall be solely responsible for all recording costs and all Realty Transfer Taxes incident to recording said Deed.

3. The CITY OF SCRANTON, including the City of Scranton Office of Economic and Community Development does hereby for itself, its agents, successors and assigns, remise, release,

dismiss and forever discharge, with prejudice, 500 Lackawanna Development Company its, agents, attorneys, representatives, subsidiaries, affiliates, successors, heirs, and assigns, of and from any and all manner of actions, and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or in equity, which have been made or could have been made including, but not limited to, any claims that have or may be made or asserted in and arising out of or in connection with the Loan Agreement for a loan in the amount of five hundred fifty thousand (\$550,000.00) dollars, dated April 19, 2006 between the City of Scranton Office of Economic and 500 Lackawanna Development Company and the Promissory Note dated July 12, 2006 in the amount of five hundred fifty thousand (\$550,000.00) dollars executed by 500 Lackawanna Development Company, and made payable to the City of Scranton Office of Economic and Community Development, which have, been or could have been asserted, from the beginning of the world to the date of these presents.

4. The Redevelopment Authority of the City of Scranton does hereby for itself, its agents, successors and assigns, remise, release, dismiss and forever discharge, with prejudice, 500 Lackawanna Development Company its, agents, attorneys, representatives, subsidiaries, affiliates, successors, heirs, and assigns, of and from any and all manner of actions, and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or in equity, which have been made or could have been made including, but not limited to, any claims that have or may be made or asserted in and arising out of or in connection with the Deed conveyed to 500 Lackawanna Development Company dated November 5th 2008 and recorded in the Office of Recorder of Deeds in and for Lackawanna County to Instrument No. 200828261, which have, been or could have been asserted, from the beginning of the world to the date of these presents.

5. 500 Lackawanna Development Company does hereby for itself, its agents, successors, and assigns, remise, release, dismiss and forever discharge, with prejudice, City of Scranton, including the City of Scranton Office of Economic and Community Development its, agents, attorneys, representatives, subsidiaries, affiliates, successors, heirs, and assigns, of and from any and all manner of actions, and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or in equity, which have been made or could have been made including, but not limited to, any claims that have or may be made or asserted in and arising out of or in connection with the Loan Agreement for a loan in the amount of five hundred fifty thousand (\$550,000.00) dollars, dated April 19, 2006 between the City of Scranton Office of Economic and 500 Lackawanna Development Company and the Promissory Note dated July 12, 2006 in the amount of five hundred fifty thousand (\$550,000.00) dollars executed by 500 Lackawanna Development Company, and made payable to the City of Scranton Office of Economic and Community Development, which have, been or could have been asserted, from the beginning of the world to the date of these presents. The parties agree for settlement purposes only, and in order to resolve this matter, that the current balance held by the Redevelopment Authority of the City of Scranton is \$196,706.79 which resulted as follows: purchase price of PIN 15635-010-023 from prior owner +\$273,880.09; Sordoni Fence (safety) = \$2,176.42; payment of litigation fees + \$134,566.59; plus interest of \$58,334.04; less a differential of \$1,004.75.

6. 500 Lackawanna Development Company does hereby for itself, its agents,

successors, and assigns, remise, release, dismiss and forever discharge, with prejudice, the Redevelopment Authority of the City of Scranton, its, agents, attorneys, representatives, subsidiaries, affiliates, successors, heirs, and assigns, of and from any and all manner of actions, and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or in equity, which have been made or could have been made including, but not limited to, any claims that have or may be made or asserted in and arising out of or in connection with the Deed conveyed to 500 Lackawanna Development Company dated November 5th 2008 and recorded in the Office of Recorder of Deeds in and for Lackawanna County to Instrument No. 200828261, which have, been or could have been asserted, from the beginning of the world to the date of these presents.

7. The parties agree that the instant Settlement Agreement and Mutual General Release is contingent upon legislative approval by Council of the City of Scranton as mandated by the City of Council Resolution Number 39 of 2006.

8. 500 LACKAWANNA agrees to either develop the property and/or convert it into green space. 500 LACKAWANNA expressly agrees to maintain the above referenced parcel in accordance with all applicable City of Scranton Codes, including but not limited to the Zoning Code, and with all applicable Ordinances and Resolutions. Furthermore, 500 LACKAWANNA expressly agrees to the following regarding the parking of motor vehicles on the parcel: (a) Any motor vehicle parking is contingent upon the erection of a structure on said parcel; (b) Motor vehicle parking will not be the primary use of the parcel; and (c) Any motor vehicle parking will be confined to an enclosed structure so there will be no exposure of motor vehicle parking on the parcel.

In Witness Whereof, intending to be legally bound hereby, the signatories executed the foregoing Settlement Agreement and Mutual General Release this ____ day of _____, 2019.

COUNTERSIGNED:

CITY OF SCRANTON

Controller
City of Scranton

Mayor City of Scranton

Date: _____

Date: _____

Executive Director
Office of Economic and
Community Development

City Clerk

Date: _____

Date: _____

APPROVE AS TO FORM:

City Solicitor

ATTEST:



Name:

Title: Secretary

Date: 4/3/19

ATTEST:

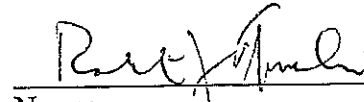


Name:

Date: 4-12-18

Date: _____

**THE REDEVELOPMENT AUTHORITY
OF THE CITY OF SCRANTON**

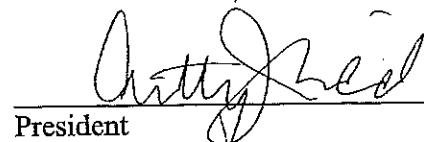


Name:

Title: Chairman

Date: 4-3-19

**500 LACKAWANNA DEVELOPMENT
COMPANY**



President

Date: 4/12/19

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: _____



DEPARTMENT OF LAW

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

June 7, 2019

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

RECEIVED

JUN 10 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A SETTLEMENT AND MUTUAL GENERAL RELEASE WITH 500 LACKAWANNA DEVELOPMENT COMPANY CONCERNING PROJECT NO. 400.14 FROM THE URBAN DEVELOPMENT ACTION GRANT PROGRAM FOR A LOAN IN THE AMOUNT OF \$550,000.00, PASSED BY RESOLUTION NO. 39, 2006.

Respectfully,

Jessica Eskra (s)

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 GRANT AGREEMENT BY AND BETWEEN THE COUNTY OF LACKAWANNA AND CITY OF SCRANTON PERTAINING TO A COMMUNITY RE-INVEST GRANT #2013-32 (REVISED).

WHEREAS, this Agreement entered into as of this 29th day of May, 2019, by and between the County of Lackawanna, Pennsylvania (hereinafter referred to as the "COUNTY") and the City of Scranton, (hereinafter referred to as the "CITY"); AND

WHEREAS, the Board of Commissioners of Lackawanna County has established the Lackawanna County Community Re-Invest Program (CRP); and

WHEREAS, the Board of Commissioners is interested in assisting local agencies in the revitalization of neighborhoods since they are the foundation for families and community values; and

WHEREAS, the Lackawanna County Community Re-Invest Program has been funded from the County's Economic Development Budget to be made available to municipalities, municipal authorities, and tax-exempt, charitable and educational organizations within the county; and

WHEREAS, City of Scranton has applied for CRP funding pertaining to the purchase and installation of playground equipment, safety surfacing, and ADA accessibility at Fellows Park; and

WHEREAS, the County made available to the City a grant in the amount of \$10,000.00; and

WHEREAS, the Chairman of the Board of Commissioners of Lackawanna County is authorized to execute this Agreement on behalf of the Board of Commissioners of Lackawanna County; and

WHEREAS, the City will use the grant money to carry out the project activities; and

WHEREAS, project activities for purposes of this Agreement mean activities that have been authorized by the County to be performed under this Agreement; and

WHEREAS, such activities include the rehabilitation of the Nay Aug Park Treehouse as contained in the City's letter of February 2018 requesting the repurposing of the original grant funds as approved by the County in March 2014; and

WHEREAS, any cost incurred by the City prior to the execution of this Agreement is incurred by the City's risk; and

WHEREAS, cost for project activities incurred during this Agreement period will be covered by the Agreement; and

WHEREAS, the dates of this Agreement shall be one (1) year from the execution of this Agreement by the County; and

WHEREAS, the parties hereby agree to the terms as outlined in the Grant Agreement attached hereto marked as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate city officials are authorized to execute and enter into a Grant Agreement by and between the County of Lackawanna and City of Scranton pertaining to a Community Re-Invest Grant #2013-32 (REVISED).

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

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

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

GRANT AGREEMENT
BY AND BETWEEN
THE COUNTY OF LACKAWANNA
AND
CITY OF SCRANTON
PERTAINING TO
COMMUNITY RE-INVEST GRANT #2013-32 (REVISED)

THIS AGREEMENT, entered into as of this 29th day of May, 2019, by and between the COUNTY OF LACKAWANNA, PENNSYLVANIA (hereinafter referred to as the "COUNTY") and the CITY OF SCRANTON, (hereinafter referred to as the "CITY").

WITNESSETH THAT:

WHEREAS, the Board of Commissioners of Lackawanna County has established the Lackawanna County Community Re-Invest Program [CRP]; and

WHEREAS, the Board of Commissioners is interested in assisting local agencies in the revitalization of neighborhoods since they are the foundation for families and community values; and,

WHEREAS, the Lackawanna County Community Re-Invest Program has been funded from the County's Economic Development Budget to be made available to municipalities, municipal authorities, and tax-exempt, charitable and educational organizations within the county; and

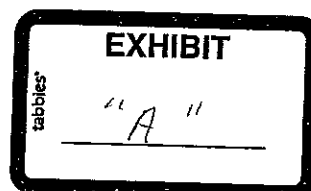
WHEREAS, City of Scranton has applied for CRP funding pertaining to the purchase and installation of playground equipment, safety surfacing, and ADA accessibility at Fellows Park; and

WHEREAS, the COUNTY makes available to the CITY a grant in the amount of \$10,000.

WHEREAS, the Chairman of the Board of Commissioners of Lackawanna County is authorized to execute this Agreement on behalf of the Board of Commissioners of Lackawanna County; and

WHEREAS, the CITY shall use the grant money to carry out the project activities; and

WHEREAS, project activities for purposes of this Agreement mean activities that have been authorized by the COUNTY to be performed under this Agreement; and



WHEREAS, such activities include the rehabilitation of the Nay Aug Park Treehouse as contained in the CITY's letter of February 2018 requesting the repurposing of the original grant funds as approved by the COUNTY in March 2014.

WHEREAS, any cost incurred by the CITY prior to the execution of this agreement is incurred at the CITY's risk; and

WHEREAS, cost for project activities incurred during this Agreement period will be covered by the Agreement; and

WHEREAS, the dates of this Agreement shall be one (1) year from the execution of this Agreement by the COUNTY.

NOW, THEREFORE, the parties hereto intend to be legally bound, do agree as follows:

1. THE COUNTY SHALL:

- a. issue payments to the CITY upon submission of a "Request for Payment" from the CITY for project costs encumbered. The CITY's Request for Payment shall be supported by properly executed vouchers, invoices, cancelled checks, and any other records detailing the nature and propriety of the charge.
- b. subject payments under this Agreement to the performance of all terms and conditions of this Agreement.
- c. reserve the right to deny or adjust payment for any expenditure that is not in accordance with the terms of this Agreement.
- d. not be liable for any expenditure by the CITY that is not for project activities or that is for costs exceeding the amount stated in this Agreement.
- e. reserve the right to perform, or require the CITY to perform, a financial and/or performance audit. Any audit that the CITY is required to perform shall be performed by a certified public accountant in accordance with procedures and standards specified by the COUNTY.

2. THE CITY SHALL:

- a. comply with all applicable Federal and state statutes and regulations and local ordinances.
- b. furnish to the COUNTY progress reports as may be required by the COUNTY within ten (10) days upon request by the COUNTY.
- c. refund to the COUNTY any overpayment of grant funds as determined by the COUNTY.

- d. erect and maintain on the project site a permanent sign acknowledging assistance from the COUNTY. The sign will state that the project was completed by the CITY with financial assistance from the COUNTY. It will identify the grant program and the names of the County Commissioners and display the official county seal. The term "site" means the properties and facilities. The required signage may be incorporated onto any other sign(s) required as part of an additional grant agreement(s) between the CITY and any other state or federal agency.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as of the same first above written.

ATTEST:

COUNTY OF LACKAWANNA:

By: _____
Director
Office of Economic Development

GRANTEE (City of Scranton)

By: _____

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: _____



DEPARTMENT OF LAW

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

June 5, 2019

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

RECEIVED

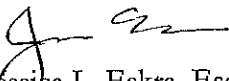
JUN 10 2019

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 GRANT
AGREEMENT BY AND BETWEEN THE COUNTY OF LACKAWANNA AND
CITY OF SCRANTON PERTAINING TO A COMMUNITY RE-INVEST GRANT
#2013-32 (REVISED).

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

CREATING AND ESTABLISHING SPECIAL CITY ESCROW ACCOUNT NO. 02.229640 ENTITLED "RENTAL REGISTRATION TENANT ESCROW" TO ACCEPT AND DISBURSE FUNDS RECEIVED FROM RENTAL PAYMENTS FROM TENANTS WHOSE LANDLORDS HAVE FAILED TO COMPLY WITH REGISTERING THEIR RENTAL PROPERTIES IN THE CITY OF SCRANTON PURSUANT TO FILE OF THE COUNCIL NO. 58, 2016 (AS AMENDED).

WHEREAS, the City of Scranton has previously adopted File of the Council No. 58, 2016, as Amended which establishes a program to be utilized in connection with the City of Scranton Rental Registration Program; and

WHEREAS, pursuant to this Ordinance, the City of Scranton is entitled to receive and disburse rental payments from tenants whose landlords have failed to comply with registering their rental properties pursuant to File of the Council No. 58, 2016, as Amended; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that Special City Account No. 02. 229640 is hereby established and that any and all appropriate City officials are authorized to execute any and all documents necessary to set up said account.

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

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

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



DEPARTMENT OF BUSINESS ADMINISTRATION

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

June 4, 2019

Jessica Eskra, Esq.
City Solicitor
Municipal Building
Scranton, PA 18503

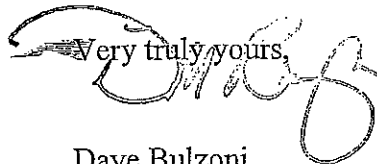
Dear Attorney Eskra:

Please prepare an Ordinance for Scranton City Council creating a new special city account for the receipt and disbursement of rental payments from tenants whose landlords have failed to comply with registering their rental properties pursuant to FOC No. 58, 2016 (As Amended).

02.229640

Rental Registration Tenant Escrow

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

Very truly yours,


Dave Bulzoni
Business Administrator

DMB:nmk

Cc: Roseann Novembrino, City Controller
Wayne Beck, City Treasurer
Lori Reed, City Clerk
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

June 4, 2019

RECEIVED

JUN 04 2019

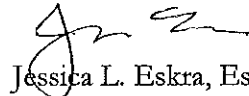
OFFICE OF CITY
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE CREATING AND ESTABLISHING
SPECIAL CITY ESCROW ACCOUNT NO. 02.229640 ENTITLED "RENTAL
REGISTRATION TENANT ESCROW" TO ACCEPT AND DISBURSE FUNDS
RECEIVED FROM RENTAL PAYMENTS FROM TENANTS WHOSE LANDLORDS
HAVE FAILED TO COMPLY WITH REGISTERING THEIR RENTAL PROPERTIES
IN THE CITY OF SCRANTON PURSUANT TO FILE OF THE COUNCIL NO. 58,
2016 (AS AMENDED).

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 9, 2010 AN ORDINANCE REPEALING FILE OF THE COUNCIL NO. 95, 2009 (AS AMENDED) AN ORDINANCE, ENTITLED "SIGNIFYING THE INTENTION AND DESIRE OF THE COUNCIL OF THE CITY OF SCRANTON TO ORGANIZE AN AUTHORITY TO BE KNOWN AS THE SCRANTON PUBLIC LIBRARY AUTHORITY UNDER PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY, KNOWN AS THE MUNICIPALITY AUTHORITIES ACT, 53 PA.C.S.A. 56; SETTING FORTH AND AUTHORIZING EXECUTION OF ARTICLES OF INCORPORATION; APPOINTING AND FIXING THE TERMS OF THE FIRST MEMBERS OF THE BOARD OF SUCH AUTHORITY; AND UPON ORGANIZATION CONVEYING TITLE TO THE AUTHORITY FOR THE PROPERTIES ON WHICH THE ALBRIGHT MEMORIAL LIBRARY, THE GREEN RIDGE LIBRARY AND THE SILKMAN HOUSE ARE LOCATED; AUTHORIZING ALL OTHER NECESSARY ACTION; AND REPEALING ALL INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES, RESOLUTIONS OR PARTS OF RESOLUTIONS" TO REVIVE THE SCRANTON PUBLIC LIBRARY AUTHORITY.

WHEREAS, on December 15, 2009 City Council passed File of the Council No. 95, 2009 (as Amended) to agree to organize the Scranton Public Library Authority; and

WHEREAS, on January 26, 2010 City Council repealed File of the Council No. 95, 2009 (as Amended) and ordered the Authority to dissolve. The Mayor Vetoes the repeal on February 4, 2010, however, City Council overrode the Veto on February 9, 2010; and

WHEREAS the Authority continued to operate and Certificate of Termination was never filed with the Secretary of the Commonwealth pursuant to 53 PA C.S.A. §5619 (c); and

WHEREAS, the Authority continues to hold Deeds to the Albright, Green Ridge and Silkman House, & insures them and obtains grants.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Scranton Public Library Authority is hereby revived and authorized to continue its operations.

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

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

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

May 24, 2019

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

RECEIVED
MAY 28 2019

Dear Honorable Council Members:

OFFICE OF CITY
COUNCIL/CITY CLERK

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 9, 2010 AN ORDINANCE REPEALING FILE OF THE COUNCIL NO. 95, 2009 (AS AMENDED) AN ORDINANCE, ENTITLED "SIGNIFYING THE INTENTION AND DESIRE OF THE COUNCIL OF THE CITY OF SCRANTON TO ORGANIZE AN AUTHORITY TO BE KNOWN AS THE SCRANTON PUBLIC LIBRARY AUTHORITY UNDER PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY, KNOWN AS THE MUNICIPALITY AUTHORITIES ACT, 53 PA.C.S.A. 56; SETTING FORTH AND AUTHORIZING EXECUTION OF ARTICLES OF INCORPORATION; APPOINTING AND FIXING THE TERMS OF THE FIRST MEMBERS OF THE BOARD OF SUCH AUTHORITY; AND UPON ORGANIZATION CONVEYING TITLE TO THE AUTHORITY FOR THE PROPERTIES ON WHICH THE ALBRIGHT MEMORIAL LIBRARY, THE GREEN RIDGE LIBRARY AND THE SILKMAN HOUSE ARE LOCATED; AUTHORIZING ALL OTHER NECESSARY ACTION; AND REPEALING ALL INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES, RESOLUTIONS OR PARTS OF RESOLUTIONS" TO REVIVE THE SCRANTON PUBLIC LIBRARY AUTHORITY.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

Introduced in Council on above date
and referred to Committee on November 10, 2009

Scranton, Pa., December 15, 2009
Committee on Rules reports favorably
on the within ordinance

Sixth Order:
November 17, 2009

Rules
K. H. Harvey
City Clerk

FILE OF COUNCIL NO. 95

2009

AN ORDINANCE
(AS AMENDED)

SIGNIFYING THE INTENTION AND DESIRE OF THE COUNCIL OF THE CITY OF SCRANTON TO ORGANIZE AN AUTHORITY TO BE KNOWN AS THE SCRANTON PUBLIC LIBRARY AUTHORITY UNDER PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY, KNOWN AS THE MUNICIPALITY AUTHORITIES ACT, 53 PA.C.S. CHAPTER 56; SETTING FORTH AND AUTHORIZING EXECUTION OF ARTICLES OF INCORPORATION; APPOINTING AND FIXING THE TERMS OF THE FIRST MEMBERS OF THE BOARD OF SUCH AUTHORITY; AND UPON ORGANIZATION CONVEYING TITLE TO THE AUTHORITY FOR THE PROPERTIES ON WHICH THE ALBRIGHT MEMORIAL LIBRARY, THE GREEN RIDGE LIBRARY AND THE SILKMAN HOUSE ARE LOCATED; AUTHORIZING ALL OTHER NECESSARY ACTION; AND REPEALING ALL INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES, RESOLUTIONS OR PARTS OF RESOLUTIONS.

WHEREAS, the City of Scranton presently owns public library properties located at 500 Vine Street (known as the Albright Memorial Library) and at 1032 Green Ridge Street (known as the Green Ridge Library); and

WHEREAS, the City of Scranton also owns a property formerly used as a public library located at 2006 North Main Avenue (known as the Silkman House); and

WHEREAS, the Albright and Green Ridge libraries have been managed by a Board of Trustees, pursuant to the terms of an Ordinance approved by City Council on April 5, 1890; and

WHEREAS, the deed from the Albright family to the City of Scranton for the Albright Memorial Library, dated February 24, 1890, includes the following provision:

"The management and control above provided for may be changed at any time to conform to any general laws passed by the Commonwealth of Pennsylvania regulating free public libraries, when accepted by a majority of the Trustees as herein provided for"; and

WHEREAS, the Trustees of the Scranton Public Library have recommended that a new municipal authority be created in accordance with the terms of the Pennsylvania Municipal Authorities Act, for the purpose of owning and operating public libraries in the City of Scranton; and

WHEREAS, the Council of the City of Scranton signifies its intention and desire to organize an Authority under the provisions of the Municipality Authorities Act, 53 Pa.C.S.Ch. 56 (the "Authorities Act").

CERTIFIED COPY

Neil Cookman ASST.
City Clerk

5-0

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON as follows:

SECTION 1. The Council of the City of Scranton hereby agrees to organize an Authority under the Authorities Act to be known as "The Scranton Public Library Authority" ("Authority").

SECTION 2. The Authority shall have the purposes and powers of owning and operating public libraries within the City of Scranton, including the Albright Memorial Library, the Green Ridge Library, and any other library branches created at any time in the future by the Authority.

SECTION 3. The proper officers of the City of Scranton under its Municipal seal are authorized and directed to execute, on behalf of the City, Articles of Incorporation of such Authority in substantially the following form as set forth in Exhibit "A", attached hereto and incorporated herein by reference thereto.

SECTION 4. The appropriate officers of the City of Scranton are authorized and directed to cause Notice of the substance of this Ordinance, including the substance of the attached Articles of Incorporation, and of the proposed filing of such Articles of Incorporation, to be published as required by the Authorities Act.

SECTION 5. The appropriate officers of the City of Scranton are authorized and directed to file such Articles of Incorporation and the necessary proofs of publication with the Secretary of the Commonwealth of Pennsylvania and to do all other things necessary to effect the incorporation of such Authority, including payment of required filing fees.

SECTION 6. The City of Scranton shall convey to The Scranton Public Library Authority the three properties on which the Albright Memorial Library, the Green Ridge Library and the Silkman House are located. Such conveyances shall be made without the payment of any consideration by the Authority. Such properties shall be conveyed to the Authority subject to all conditions, covenants, restrictions, reservations and easements as may be set forth in documents in the chain of title, including the conditions that appear in the deeds to all three properties, stating that they are to be used for library purposes.

SECTION 7. All Ordinances and parts of Ordinances, and Resolutions and parts of Resolutions inconsistent herewith expressly are repealed.

5-0

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON as follows:

SECTION 1. The Council of the City of Scranton hereby agrees to organize an Authority under the Authorities Act to be known as "The Scranton Public Library Authority" ("Authority").

SECTION 2. The Authority shall have the purposes and powers of owning and operating public libraries within the City of Scranton, including the Albright Memorial Library, the Green Ridge Library, and any other library branches created at any time in the future by the Authority.

SECTION 3. The proper officers of the City of Scranton under its Municipal seal are authorized and directed to execute, on behalf of the City, Articles of Incorporation of such Authority in substantially the following form as set forth in Exhibit "A", attached hereto and incorporated herein by reference thereto.

SECTION 4. The appropriate officers of the City of Scranton are authorized and directed to cause Notice of the substance of this Ordinance, including the substance of the attached Articles of Incorporation, and of the proposed filing of such Articles of Incorporation, to be published as required by the Authorities Act.

SECTION 5. The appropriate officers of the City of Scranton are authorized and directed to file such Articles of Incorporation and the necessary proofs of publication with the Secretary of the Commonwealth of Pennsylvania and to do all other things necessary to effect the incorporation of such Authority, including payment of required filing fees.

SECTION 6. The City of Scranton shall convey to The Scranton Public Library Authority the three properties on which the Albright Memorial Library, the Green Ridge Library and the Silkman House are located. Such conveyances shall be made without the payment of any consideration by the Authority. Such properties shall be conveyed to the Authority subject to all conditions, covenants, restrictions, reservations and easements as may be set forth in documents in the chain of title, including the conditions that appear in the deeds to all three properties, stating that they are to be used for library purposes.

SECTION 7. All Ordinances and parts of Ordinances, and Resolutions and parts of Resolutions inconsistent herewith expressly are repealed.

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SECTION 8. 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.

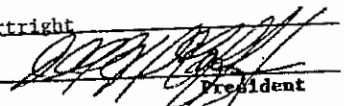
SECTION 9. This Ordinance shall become effective immediately upon approval.

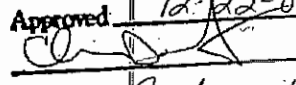
SECTION 10. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

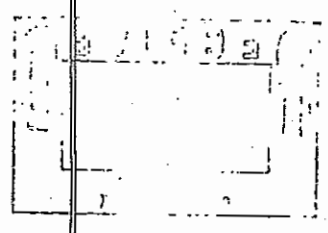
Passed by The Council

December 15, 2009
receiving the affirmative votes of Council Persons

Gatelli, Fanucci, McGoff

Negative Evans, Courtright

President

Approved 12-22-09
 Mayor
Nep Coolican ASST. City Clerk
Certified Copy



ARTICLES OF INCORPORATION

TO THE SECRETARY OF THE COMMONWEALTH OF PENNSYLVANIA:

In compliance with requirements of the Act of the General Assembly known as the "Municipality Authorities Act," 53 Pa.C.S. Ch. 56 (the "Authorities Act"), and pursuant to an Ordinance duly adopted by the City Council of the City of Scranton, Lackawanna County, Pennsylvania, expressing the intention and desire of such municipal authorities to organize an Authority under provisions of said Authorities Act, as amended and supplemented, the incorporating municipality does certify:

1. The name of the Authority is "Scranton Public Library Authority".
2. The Authority is formed under provisions of the Authorities Act.
3. The following authorities have previously been organized by the Council of the City of Scranton under the Authorities Act (or under its predecessor statute) and remain in existence:

The Sewer Authority of the City of Scranton
The Scranton Housing Authority
The Scranton Parking Authority
The Scranton Municipal Recreation Authority
The Redevelopment Authority of the City of Scranton
The Municipal Industrial Development Authority of Scranton

4. The name of the incorporating municipality is: City of Scranton, Lackawanna County, Pennsylvania.
5. The Authority is formed for the purpose of operating public libraries in the City of Scranton (including any new library locations that may be established in the future), and shall have all of the powers and duties available to Municipal Authorities under the Municipal Authorities Act.
6. The offices, names and addresses of the officials of said incorporating municipality are:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Robert E. McGoff, Jr.	340 North Washington Ave. Scranton, PA 18503
Vice President	Judy Gatelli	340 North Washington Ave. Scranton, PA 18503

※

Councilman	William L. Courtright	340 North Washington Ave. Scranton, PA 18503
Councilwoman	Janet E. Evans	340 North Washington Ave. Scranton, PA 18503
Councilwoman	Sherry N. Fanucci	340 North Washington Ave. Scranton, PA 18503

7. The names, addresses and terms of office of the first members of the Board of the Authority, are as follows:

<u>Name</u>	<u>Address</u>	<u>Term Expiring First Monday in January</u>
Mr. Paul Gillick, Jr.	698 Chapman Lake Road Scott Twp., PA 18433	2011
Rev. Rees Warring	8 Mosswood Road Moscow, PA 18444	2011
Mr. Joseph Palumbo	1107 Columbia Street Scranton, PA 18509	2012
Rabbi David Rosenberg	915 Olive Street Scranton, PA 18510	2012
Ms. Betsy Moylan	1502 Pittston Avenue Scranton, PA 18505	2013
Ms. Emily Perry	1104 Tennyson Close Moosic, PA 18508	2013
Atty. Jamie Hailstone	730 N. Irving Avenue Scranton, PA 18510	2014
Atty. Jacob Nogi	517 Grandview Street Clarks Summit, PA 18411	2014
Atty. Brian Lenahan	101 Stonegate Road Waverly, PA 18471	2015
Ms. Anne Salerno	1200 Bryn Mawr Street Scranton, PA 18504	2015

※

8. At all times a majority of the Board of Directors of the Authority shall be residents of the City of Scranton.

IN WITNESS WHEREOF, the City of Scranton, Lackawanna County, Pennsylvania, shall cause these Articles of Incorporation to be executed by its proper officers and under its Municipal seal to be affixed hereto, this day of 2009.

CITY OF SCRANTON,
LACKAWANNA COUNTY, PENNSYLVANIA

ATTEST:

By: _____

(SEAL)

[END OF ARTICLES OF INCORPORATION]

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Councilman	William L. Courtright	340 North Washington Ave. Scranton, PA 18503
Councilwoman	Janet E. Evans	340 North Washington Ave. Scranton, PA 18503
Councilwoman	Sherry N. Fanucci	340 North Washington Ave. Scranton, PA 18503

7. The names, addresses and terms of office of the first members of the Board of the Authority, are as follows:

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Rev. Rees Warring	8 Mosswood Road Moscow, PA 18444	2011
Mr. Joseph Palumbo	1007 Columbia Street Scranton, PA 18509	2012
Rabbi Dovid Rosenberg	915 Olive Street Scranton, PA 18510	2012
Ms. Betsy Moylan	1502 Pittston Avenue Scranton, PA 18505	2013
Ms. Emily Perry	1104 Tennyson Close Moosic, PA 18507	2013
Atty. Jamie Hailstone	730 N. Irving Avenue Scranton, PA 18510	2014
Atty. Jacob Nogi	517 Grandview Street Clarks Summit, PA 18411	2014
Atty. Brian Lenahan	101 Stonegate Road Waverly, PA 18471	2015
Ms. Anne Salerno	1200 Bryn Mawr Street Scranton, PA 18504	2015

IN WITNESS WHEREOF, the City of Scranton, Lackawanna County,
Pennsylvania, shall cause these Articles of Incorporation to be executed, by its proper
officers and under its Municipal seal to be affixed hereto, this day of
2009.

CITY OF SCRANTON.
LACKAWANNA COUNTY, PENNSYLVANIA

ATTEST:

By: _____

(SEAL)

[END OF ARTICLES OF INCORPORATION]

Council of the City of Scranton

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

Kay Garvey
City Clerk

Amil M. Minora, Esq.
Counsel



Robert E. McGoff, Jr. President
Judy Gatelli, Vice President
William L. Courtright
Janet E. Evans
Sherry N. Panucci

December 15, 2009

Mary T. Gardier Paterson, Esq.
Solicitor, City of Scranton
340 N. Washington Ave.
Scranton, Pa. 18503

Dear Attorney Paterson:

At Scranton City Council's meeting held on December 15, 2009, a motion was made and passed to amend File of Council # 95, 2009.

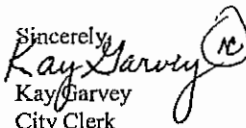
The motion that was read into the record reads as follows:

COUNCILMAN ROBERT MCGOFF: "PURSUANT TO THE AUTHORITIES ACT, THE BOARD TO BE FORMED AND THEREAFTER SEATED SHALL CONSIST OF A MAJORITY OF MEMBERS WHO ARE RESIDENTS OF THE CITY OF SCRANTON."

Please make the necessary changes to the legislation and forward to our office as soon as possible.

If you have any questions please do not hesitate to contact me at 348-4113.

Sincerely,


Kay Garvey
City Clerk

KG/nbc

cc: Mayor Christopher Doherty
Scranton City Council

50
Deed dated April 5, 1890 between William T. Smith, et al. and the
City of Scranton for the property known as the Albright Library

This Indenture,

made the Fifth day of April in the year
of our Lord one thousand eight hundred
ninety

Between William T. Smith, Henry Belin Jr.
and Alfred Hand, of the City of Scranton,
in the County of Lackawanna, and
State of Pennsylvania, Trustees, Parties of
the first part; and The City of Scranton,
Party of the second part,

Whereas J. J. Albright and Harriet L. his Wife,
Marion H. his Wife,
Jimmie R. his Wife, H. C.
and Franc C. his Wife, did by
Conveyance dated the Twelfth fourth
January A.D. 1890, for the consid-
eration therein mentioned voluntarily
grant, bargain, sell, alien, en-
gage, release, convey and confirm unto
the above-mentioned William T. Smith, Hen-
ry Belin Jr. and Alfred Hand their heirs
and assigns, all those certain lots, pieces
or parcels of land hereinafter particular-
ly described, upon certain trusts mention-
ed therein as by reference to said Deed

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tended to be duly registered and recorded
will fully appear, and whereas one
those trusts was to convey the said prem-
ises to the City of Scranton upon her ac-
ceptance of the donation thereof upon certain
conditions therein set forth.

And Whereas The City of Scranton has by
ordinance duly passed and approved on
this Fifth day of April A. D. 1890 accepted
the donation and conveyance upon
the conditions specified.

Now This Indenture Witnesseth that the said
Parties of the first part for and in consid-
eration of the premises and the sum of
~~One~~ ~~thousand~~ to them in hand paid by the
~~said~~ ~~City~~ of the second part, at and before
the executing and delivery of these pres-
ents, the receipt whereof is hereby ac-
knowledgeed, have, in accordance with said
Deed of Trust, granted, bargained, sold, alien-
ed, enfeoffed, released, conveyed and confirm-
ed, and by these presents do grant, bar-
gain, sell, alien, enfeoff, release, convey

and confirm unto the said Party of the second part, its successors and assigns. —

All those certain lots, pieces or parcels of land adjoining each other, and situate in the City of Scranton, in the County of Lackawanna and State of Pennsylvania, being known and described as lots numbers Twenty-three (23), Twenty-four (24) and part of Twenty-two (22) in Square or Block number One hundred and four (104) of Sanderson's Addition to the late Borough of Scranton —

Beginning at a corner, the southerly corner of the intersection of Washington Avenue and Vine Street, running thence Ninety-five feet (95) parallel with Washington Avenue across the fronts of Lots numbers Twenty-four (24), Twenty-three (23) and part of Twenty-two (22) to a point about (15) feet from the dividing line of said Lots numbers Twenty-four (24) and Twenty-two (22); thence to Washington Avenue and from said dividing line One hundred

(150) feet to a point on the Alley in rear
said lots, and thence along said Alley
parallel with Washington Avenue, namely
five (95) feet to a point on Vine Street;
thence parallel with Vine Street one
hundred and fifty (150) feet to the place
of beginning, the intersection aforesaid;
said lot of land being rectangular in
shape, the measurement to commence
Ten (10) feet inside of the sidewalk on
Washington Avenue and on Vine Street.
The parties of the second part having the
right to use said Ten (10) feet for yard,
porch, cellarway, bay windows or shut-

which was con-
veyed by two several
Deeds; one thereof from Thomas Dickson
and Wife dated the Fifth of July A.D. 1862
and recorded in the Office for recording
Deeds in and for Luzerne County in Deed
Book

of May 1. A. 1886, and recorded in the Of-
fice for recording Deeds in and for Lack-
awanna County in ~~Book 2~~ ⁵⁶
37 page 70; The coal under
was duly conveyed by George Sande-
son by Deeds duly recorded in Luzerne
County, and vested in said Joseph F.
Albright.

Together with all and singular the build-
ings, improvements, woods, ways, rights,
liberties, privileges, hereditaments, and
appurtenances to the same belonging
or in any wise appertaining, and the
reversion and reversions, remainder and
remainders, rents, issues and profits
thereof, and of every part and parcel thereof;
And also, all the estate right, title inter-
est, property, possession, claim and de-
mand whatsoever, both in law and equi-
ty, of the said Parties of the first part
of, in and to the said premises with the
appurtenances.

To Have and to hold the said described prem-
ises with all and singular the appurten-

ances unto the said The
lon, its successors and assigns forever, up
on the following conditions which are
the conditions referred to above and re-
quired in said Deed of Trust, to wit: -

That the building shall be called the Al-
bright Memorial Building, in memory
of Joseph J. Albright and Elizabeth Al-
bright his Wife; —

That the library therein placed shall
be reasonably maintained; —

That the same shall be managed and
controlled by a Board consisting of Six-
teen Trustees, of whom the Mayor of the
City shall be, ex-officio, one
shall be selected and appointed

Five (5) thereof shall be nominated
by the Mayor, one each from the
pastors resident in the City
of the following religious denominations
to wit: - Episcopalian, Roman Catholic, Method-
ist, Baptist, and Presbyterian.
The nominations shall be

Select Council of the City; Four (4) thereof (no more than two of whom shall be of the same political party) shall be nominated by the Mayor from the citizens at large and confirmed by the Select Council; Three (3) thereof shall be appointed by the Board of Trade of the City of Scranton; and Three (3) thereof shall be appointed by the President-Judge of the Court of Common Pleas, the said remaining Councilmen.

The Bar of said
The said Fifteen (15) m
divided into five (5) classes of three
members each in such manner that the
terms of three members shall expire
each year, and they shall hold their
full terms for five (5) years; the respec-
tive terms to be at first fixed at the first
organization of the Board by drawing
lots: _____

Vacancies occurring for any cause shall be filled for the unexpired term by nomination and appointment by the

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respective bodies above [redacted]
the same class. In case any vacan-
cy cannot be filled in the manner
thus indicated then the Board may fill
such vacancy: —

The management and control above pro-
vided for may be changed at any time
to conform to any general laws pass-
ed by the Commonwealth of Pennsyl-
vania regulating free public libraries,
when accepted by a majority of the
Trustees as herein provided for. —

The Board of Trustees shall annually
make report to the Select and Com-
mon Councils of the City of Scrant-
on, of the condition, expenditures,
and necessities of the library and
property real and personal con-
nected therewith. —

In Witness Whereof, the said Parties of
the first part to these presents have here-
unto set their hands and seals
the day of [redacted]

written.

Signed, Sealed,
and recorded in the

Notary Public
for the State of
Pennsylvania.

State of Pennsylvania)
County of Lackawanna } ss.
City of Scranton.

On the Fourteenth day of May A.D.
one thousand eight hundred and ninety

commissioned and qualified, personally came the above-named
William J. Smith, Trustee as above stated, who
in due form of law acknowledged the a-
bove Indenture to be his act and deed
as such Trustee, and desired the same might
be recorded as such.

Witness my hand and Notarial seal
this 14th day of May A.D. 1890.

Notary Public
Horace E. Smith

State of Pennsylvania }
County of Lackawanna } ss.
City of Scranton }

On the thirty-first day of
May A.D. one thousand eight hundred
and ninety before me the subscriber, a No-
tary Public, duly commissioned and qualifi-
ed residing in said city, personally came
the above named Alfred Hand and Henry
Behring, Trustees as above stated, who in
due form of law acknowledged the above
Indenture to be their and each of their act
and deed, as such Trustees, and desired
the same might be recorded as such.

and Notarial seal
as aforesaid.

Horace E. Hand
Notary Public

Recorded in the office for Recording of Deeds, &c., in and for LACKAWANNA,
COUNTY, PENNSYLVANIA, in Deed

Book..... Volumes 122 Page 47 20

Witness my Hand and Seal of Office this 27th
day of May A. D. 1893.

James J. Bealey Recorder.

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Deed dated December 30, 1937 between Sara F. Hoadley and City
of Scranton for the property now known as the Silkman House

52
BETSE HEFFRON McDADE ET AL.,
321 Maple St.,
Scranton, Pa.

McDADE (Widow) and others,
parties of the second part.

WITNESSETH, that in consideration of ONE (\$1.00)
DOLLAR & OTHER GOOD AND VALUABLE CONSIDERATIONS, in
hand paid, the receipt whereof is hereby acknowledged;

the said Grantor does hereby grant and convey to the said Grantees, their heirs and
assigns.

ALL the right, title and interest of the grantor herein in and to the following descri-
bed lot, piece or parcel of land situate, lying and being in the City of Scranton, County
of Lackawanna and State of Pennsylvania, described as follows, viz: Being Lot No. Eleven
(11) in Square or Block No. Fifty (50) and situate upon street called and known as Maple
Street upon the town plot of the City of Scranton, intended to be duly registered and
recorded. Said lot being forty (40) feet in front, forty (40) feet in rear and one hundred
and fifty (150) feet in depth. Coal and minerals reserved as in chain of title.

Being the same premises conveyed to rev. William J. Heffron, et al., by deed dated
July 2, 1934, and recorded in Lackawanna County in Deed Book No. 400 Page 244.

AND the said Grantor Will Warrant the property hereby conveyed.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal the day and year
first above written.

Signed, Sealed and Delivered

in the Presence of
John J. Williams
Marion Cunningham

Rev. William J. Heffron (Seal)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LACKAWANNA

(SS: On this 2nd day of May A. D. 1938, before me, a Notary
Public duly commissioned in and for said County,
residing in the City of Scranton in the said County, personally came the above named Rev.
William J. Heffron who in due form of law acknowledged the foregoing Deed to be his Act
and Deed and desired the same to be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Cert. Add. of Grantee is 321 Maple St.
Scranton, Pa.

Kellie Duffy Rader (N. P. Seal)
Notary Public

Rec. June 3, 1938 at 11:36 A. M.

My Com. Exp. Feb. 21, 1939.

Deed BK 419 Page 32

SARA F. HOADLEY

TO

CITY OF SCRANTON

THIS INSTRUMENT, Made the thirtieth day of December in the
year of Our Lord one thousand nine hundred and thirty seven,
BETWEEN SARA F. HOADLEY, Single Woman, of the City of
Scranton, County of Lackawanna and State of Pennsylvania,
party of the first part, and CITY OF SCRANTON, a Municipal
Corporation of the State of Pennsylvania, party of the other
part,

WITNESSETH, that the said party of the first part, for and in consideration of the
sum of One Dollar and other good and valuable consideration unto her well and truly
paid, by the said party of the second part, at or before the sealing and delivery of
these presents, the receipt whereof is hereby acknowledged, has granted, bargained,
sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents
does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said
party of the second part, its successors, forever, all the right, title, and interest
of the party of the first part, being an undivided one seventh (1/7th) interest in and
to

All the following described lot, piece or parcel of land situate in the City of
Scranton, County of Lackawanna and State of Pennsylvania, bounded and described as
follows, to wit:

Beginning at a point on the southeasterly side of North Main Avenue, formerly
known as the Carbondale, and Silks Barre Road, being the northerly corner of lands
now or late of Daniel H. Jenkins; thence in a Northeasterly direction along said side
of North Main Avenue, one Hundred and Twenty two (122) feet, more or less to lands
now or late of Ada E. Benwood, thence in a Southeasterly direction at right angles
to North Main Avenue, and along said Benwood's line One hundred and thirty three (133)
feet, more or less, to a corner in right of way of the New York, Ontario and Western

5-C

Shed d. 4/19
Page 33

for
use
only
on
the
land
only
for
the
use
of
the
land

Railroad Company, thence in a Southwesterly direction along said right of way a distance of One hundred and twenty two (122) feet, more or less to the Easterly corner of the land now or late of the said Daniel H. Jenkins, thence in a Northwesterly direction along said Jenkins' land one hundred and thirty nine (139) feet, more or less, to North Main Avenue, and the Place of beginning. Containing Sixteen Thousand five hundred and ninety two (16592) Square feet of land, more or less. Together with the right to use a strip of land five (5) feet and six (6) inches in width along the Southwesterly side of the said Henwood lot for the depth of one Hundred (100) feet from North Main Avenue, and subject to the right of the said Mrs. S. Henwood, and her successors in title to the said Henwood Lot to use a strip of land on the Northeastly side of the premises hereby conveyed of like width, namely Five (5) feet and Six (6) inches and of like depth, namely one hundred (100) feet for the purpose of ingress and egress, said two (2) strips of land together constituting a total width of Eleven (11) feet on North Main Avenue, and Extending one Hundred (100) feet in depth, and now used as a drive way for ingress and egress to the rear of the lot hereby conveyed, and also to the rear of the said Henwood Lot, being the easement established by Article of agreement made by and between S. W. Woodcock and William Silkman, dated April 1, 1861. This conveyance being made specifically subject to any rights which may have been heretofore given and granted relating to the coal and other minerals and rights to mine and remove the same that have been given by the former owner of said premises. Being the same premises conveyed to the party of the first part by two separate deeds, one thereof being deed of William F. Silkman to Sara P. Hoadley, dated the twenty sixth day of October, 1937, and recorded in the office for the recording of Deeds, etc., in and for Lackawanna County, Pennsylvania, in Deed Book No. 415, page 355, and the other thereof being deed of William F. Silkman, et al., to Sara P. Hoadley, dated November 20, 1937, and recorded in the Afore said office in Lackawanna County in Deed Book No. 415, page 361. This Conveyance is made specifically subject to the condition that the said premises shall be used in whole or in part for library purposes and that the same shall be maintained as a branch of the Scranton Public Library, the name Silkman to be perpetuated in the name or title given to said branch. Together with all and singular the buildings, improvements, wells, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereto belonging or in any wise appertaining, and the reversion and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said party of the first part, in law, equity or otherwise whatsoever, in and to the same and every part thereof. TO HAVE AND TO HOLD, the said lot or piece of land, hereditaments and premises hereby granted, or mentioned and intended so to be with the appurtenances, unto the said party of the second part its successors or assigns, to and for the only proper use and behoof of the said party of the second part, its successors or assigns, Forever. Subject, however to the conditions, reservations, and restrictions herein set forth. And the said party of the first part for herself her heirs, executors, and administrators, deem by these presents, covenant, grant and agree to and with the said party of the second part, its successors that she the said party of the first part, her heirs all and singular the hereditaments and premises herein above described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors, against her the said party of the first part, and her heirs and against all and every other person or persons, whomsoever lawfully claiming or to claim the same or any part thereof, by, through from or under them, or any of them. SHALL AND WILL WARRANT AND FOREVER DEFEND. IN WITNESS WHEREOF, the said Party of the first part, has to these presents set her hand and seal. Dated the day and year first above written. Signed, Sealed and Delivered. (L. R. S. \$ 50) Sara P. Hoadley (H. S.) in the Presence of T. Archer Morgan John E. Atherton STATE OF PENNSYLVANIA) On the 30th day of December Anno Domini 1937, before me a Notary Public duly commissioned and qualified, personally appeared the above named Sara P. Hoadley, and in due form of law acknowledged the above Indenture to be her act and deed and desired the same might be recorded as such. Witness my hand and Notarial Seal the day and year afore said. Geo. W. Rhodes (W. F. Seal) Notary Public My Comm. Exp. Mar. 16, 1939. Rec. June 4, 1936 at 11:00 A. M.

Deed dated August 18, 1914 between The Green Ridge Library
Association and the City of Scranton for the property known as the
Green Ridge Library

Morgan and Elizabeth Andrews, Executors aforesaid, for themselves do severally and not jointly, nor the one for the other, covenant, promise, obligate and bind each for his and her own acts only, covenant, promise, obligate and bind Morgan and Elizabeth Andrews, his wife, their heirs and assigns forever, William Morgan and Elizabeth Andrews, have and lawfully shall have nothing whatsoever, whereby the premises hereby made shall be impeached, charged or incumbered in title.

part have hereunto set their hands and seals
John Morgan (Seal)
William Morgan (Seal)
James Morgan (Seal)
Andrew Morgan (Seal)

In presence of the Last Will and Testament of
James Morgan

State of Pennsylvania, this 10th day of October, A.D. 1914, before me, the subscriber, an
County of Lackawanna. James A. Morgan and for the City of Scranton in the County aforesaid,
came the above named Morgan Morgan, William Morgan and Elizabeth
Andrews, Executors of the Last Will and Testament of Elizabeth Morgan, and in due form of law
acknowledged the above written Indenture to be their and each of their act and deed, and desired
the same might be recorded as such.

Witness my hand and seal the day and year above written.

M. V. Morris (Ald. Seal) Alderman,
Alderman 1st Ward My Commission

Recorded Oct. 20, 1914.

Lackawanna County Book 270
Page 300

The Green Ridge Library
Association.

To

The City of Scranton.

Whereas, the Council of the City of Scranton has signified their assent to the transfer to the City of the building and property of the Green Ridge Library Association by passing the following Resolution, VIZ., Whereas, a number of years ago citizens of the Thirteenth Ward organized an association for the purpose of furnishing a free library for the benefit of the people, called the Green Ridge Library Association, and Whereas, said association erected a handsome building for library purposes costing over seventy-five hundred

red dollars (\$7500), which with the value of the lot makes a total valuation of over ten thousand Dollars (\$10,000,000), and "whereas, the said Association having ceased to have any source of revenue to conduct said Library, was compelled to close, and "whereas, the Albright Public Library for some years conducted a branch in said building, and "whereas, it is the intention of said Association to convey said property to the City for library purposes to be conducted under such rules as the City may prescribe and under the direction of the Trustees of the Albright Library as soon as it is possible to so do, and "whereas, an assessment for paving Wyoming Avenue, between Green Ridge and Marion Street has been made on said property and the said Association has no possible resources from which to pay said Assessment,

"Now Be It Resolved by the Council of the City of Saranton, and it is hereby resolved by the authority of the same, that the Green Ridge Library Association is hereby exonerated from the liability under said assessment and the City assumes the same, provided, however, that this is conditioned upon the conveyance to the City of the property of said Library Association and shall not go into effect until the same is done.", and

Whereas, at a meeting of the stockholders and members of said Association, at which were a majority of said stockholders and members, held Friday evening, July 17, 1914, the following Resolution was unanimously adopted, Viz:-

Whereas this Association has for a long time been without funds for its maintenance and the building has been used as a branch of the The Albright Public Library, and

Whereas the Council of the City have signified by resolution duly passed, their willingness to take over the building of the Association for Library purposes and assume the assessment against the same for paving Wyoming Avenue,

Now Be It Resolved that George Sanderson in the absence of the President on account of illness, and A. V. Bower, Secretary, are hereby authorized to join in a special warranty deed to the City of Scranton for a nominal consideration and under the conditions contained in said resolution of Council agreeing to accept a transfer of the property for Library purposes."

Now Ver. and Signature of the said 18th day of August, Anne Dominé 1914, Witnesseth; That the Grand Ridge Library Association, party of the first part, by George Sanderson and Aaron V. Bower, duly authorized to execute and deliver this Indenture, by reference to the Resolution hereinabove included, will fully appear, for and in consideration of One Dollar, and other good and sufficient considerations, lawful money of the United States of America, well and truly paid by the City of Scranton, party of the second part, to party of the first part at and to the said enrolling a delivery of these presents, the receipt whereof is hereby acknowledged, the said bargain, sale, aliened, conveyed, released and confirmed, and by these presents does and lawfully sell, all, sell, convey, release, convey and confirm unto the said party of the second part, the said foregoing sections. All the foregoing described lot or parcel of land in the Third Township of the City of Scranton, Pa.

Soranton, County of Lackawanna and State of Pennsylvania, Vix:

Being the unnumbered lot on the revised plot of Block Number Twenty-eight on the plot of Sanderson's Addition in the City of Soranton, called Green Ridge, and located on the southwesterly corner of Green Ridge Avenue and Eleventh Street on said Plot. Said Green Ridge Avenue being Green Ridge Street and Eleventh Street Wyoming Avenue on the City Map of Soranton.) Said lot contains in front or width on said Green Ridge Street forty feet and extends of that width along said Wyoming Avenue one hundred and twenty feet. The measurement of the depth to commence ten feet inside the sidewalk on said Green Ridge Avenue, and party of the second part having the right to occupy or use said ten feet for cellarway, porch, steps, veranda or shrubbery, but not to erect any building thereon.

Said lot being described in the deed of George Sanderson, et al., to the Green Ridge Library Association as parts of lots Nine and Ten in said Block Twenty-eight, said parts of lots now constituting the lot hereby conveyed on said revised plot. Being the same premises conveyed to the Green Ridge Library Association by George Sanderson, et al., by deed dated the 15th day of June A.D. 1901, and recorded in the Recorder's Office in Lackawanna County in Deed Book No. 83 page 47, and this conveyance is made subject to all reservations as to coal and mining the same, and all other covenants, conditions and restrictions as are contained in said deed from George Sanderson, et al., to said Green Ridge Library Association.

Also all the right, title and interest of said Green Ridge Library Association in and to a strip of land adjoining said lot on the Northwesterly side of the lot hereby conveyed, being of the same depth and bounded on its westerly side by lands of L.O. Kennedy. All coal and minerals with the right to mine and remove the same being reserved as they are reserved in said deed from George Sanderson, et al., to the Green Ridge Library Association. Together with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in any wise appertaining, and the reversion and reversions, the remainder and remainders, rents, issues and profits thereof; And Also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both in law and equity, of the said party of the first part, to the said premises with the appurtenances not hereinbefore reserved or excepted.

To Have and to Hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of said party of the second part, its successors and assigns forever.

And the said party of the first part, its successors and assigns, does by these presents, grant and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, its successors and assigns, all and singular, the hereditaments and premises hereinabove described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against it, the said party of the first part, its successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it.

Shall and Will Warrant and forever Defend.

In Witness Whereof George Sanderson and Aaron V. Bower, duly authorized by the party of the first part, to these presents have hereunto set their hands and seals, at the act and deed of the said The Green Ridge Library Association, dated the day and year first above written.

The Green Ridge Association

By George Sanderson
Aaron V. Bower

(Seal)

(Seal)

Lackawanna County) SS.
City of Soranton)

On the 18th day of August A.D. 1914, before me, a Notary Public duly commissioned, personally appeared George Sanderson and Aaron V. Bower, duly authorized by the Green Ridge Library Association to execute and acknowledge the foregoing Indenture, who being duly sworn according to law, acknowledged the foregoing Indenture to be the act and deed of said Library Association for the purposes therein mentioned and desired the same might be recorded as such.

James Gardner Sanderson (Notarial Seal) Notary Public,
Recorded Oct. 20, 1914. My Commission expires Feb 14, 1915.

Andrew Walukas,

To

Bruno Iwanowski,

This Indenture, Made Twentieth day of October, in the year of our Lord one thousand nine hundred and fourteen (1914) Between, Andrew Walukas, of the City of Pittston, County of Luzerne, and State of Pennsylvania, party of the first part, and Bruno Iwanowski, of the Borough of Nanticoke, in said County and State, party of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of One Thousand (\$1,000) Dollars, lawful money of the United States of America, unto him well and truly paid, by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, forever, A one-half undivided interest in and to all that certain tract of land, situate in the Township of Jefferson, County of Lackawanna, and State of Pennsylvania, described as follows, to wit:

Being a portion of the tract in the warrant name of Mary Conrad, containing about three hundred and twenty-seven (227) acres. Being all of said tract with the exception of a portion of (50) Acres, formerly belonging to Bartholomey Kurzydowski, and now

Deed dated August 18, 1914 between George Sanderson, et al. and
the City of Scranton for the property known as the Green Ridge
Library

Deed dated August 18, 1914 between The Sanderson & Robb Land
Company and the City of Scranton for the property known as the
Green Ridge Library

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THIS INSTRUMENT made the 18th day of August, 1914, year of our Lord one thousand nine hundred and fourteen, between GEORGE SANDERSON and LUCY R. SANDERSON, his wife; also EDWARD B. STURGES and MARION STURGES, his wife; and ANNA K. SANDERSON, of the City of Scranton, County of Lackawanna and State of Pennsylvania; THE FIDELITY TRUST COMPANY, THODORE M. ETTING, WILLIAM H. COPE and THOMAS ROBB, JR., Executors and Trustees of Thomas Robb, deceased; WILLIAM H. COPE and ELIZABETH ELVIRA COPE, Executors, and WILLIAM H. COPE and HELEN COPE SMITH, Trustees of Ann Eliza Cope, deceased; WILLIAM H. THOMPSON, Executor and Trustee of Sarah T. Robb, deceased; FRANK F. ROBB and LAURA F. ROBB; JOHN T. RILEY and REBECCA R. RILEY; WILLIAM A. LIPPINCOTT and ANN R. LIPPINCOTT; JOHN D. SAMUEL and AMILLA ROBB SAMUEL; and MABEL H. ROBB; all of the City of Philadelphia; also EMILY FISCHER, Trustee for Emily Fischer, of Yonkers, Ulster County, New York, by George Sanderson, their Attorney-in-fact, of the first part, A N D THE CITY OF SCRANTON, of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ONE DOLLAR lawful money of the United States of America to them well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever all the following described lot or parcel of land in the Thirteenth Ward of the City of Scranton, viz: Being the unnumbered lot on the revised plot of number twenty-eight on the Plot of Sanderson's Addition in the City of Scranton, called Green Ridge, located on the southwesterly corner of Ridge Avenue and Eleventh Street on said Plot, (said Green Ridge being Green Ridge Street; and said Eleventh Street being Eleventh Street on the City plot of Scranton). Said lot being forty feet in width

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said Green Ridge Street and one hundred and twenty feet in depth along Wyoming Avenue, the measurement of the depth to commence ten feet inside the sidewalk on said Green Ridge Street. Being the same premises conveyed by George Sanderson, et. al., to the Green Ridge Library Association by deed dated the 15th day of June A. D. 1891, and recorded in the Recorder's office of Lackawanna County in Deed Book 83 at Page 47, and by the said Green Ridge Library Association conveyed to the City of Scranton by deed bearing even date herewith. This quit-claim is made by the said City of Scranton from all covenants and conditions of said Sanderson, et. al., to the Green Ridge Library Association to effect the reservation of coal and minerals or the use of ten feet in front of said lot. And it is understood that this quit-claim is made subject to the covenant that said premises shall be used for library purposes only and

providing that the same shall be used for library purposes only and

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof; AND also all the estate, right, title, interest, property, claim and demand whatsoever, in law as in equity, of the said parties of the first part, of, in the described premises, and every part and parcel thereof, with

all and singular the above mentioned and with the appurtenances unto the said party of the second part, its successors and assigns forever,

IN WITNESS WHEREOF, the said parties of the first part have

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hereunto set their hands and seals the day and year

Sealed and delivered in

the presence of

Georgette Anderson (SEAL)

Louise R. Sanderson (SEAL)

Edward R. Stinger (SEAL)

Maudie Stinger (SEAL)

Anna K. Sanderson (SEAL)

The Fidelity Trust Co. (SEAL)

William H. Pope (SEAL)

Thomas Robb (SEAL)

Attorneys and Solicitors of Thomas Robb (SEAL)

William H. Pope (SEAL)

Elizabeth Edwina Pope (SEAL)

Attorneys and Solicitors of Elizabeth Edwina Pope (SEAL)

William H. Pope (SEAL)

William H. Pope (SEAL)

William H. Pope (SEAL)

Frank H. Robb (SEAL)

Laura H. Robb (SEAL)

John T. Riley (SEAL)

John T. Riley (SEAL)

John T. Riley (SEAL)

John T. Riley (SEAL)

John T. Riley (SEAL)

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John T. Riley (SEAL)

John T. Riley (SEAL)

John T. Riley (SEAL)

John T. Riley (SEAL)

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Rebecca R. Riley (SEAL)
William H. Cope
Anna R. Lippincott (SEAL)
James D. Samuel (SEAL)
Annella Robb Samuel (SEAL)
Mabel H. Robb (SEAL)
Emily Fischer (SEAL)
Ernest & Emily Fischer (SEAL)
James H. Cope
Notary Public in and for the State of Pennsylvania

STATE OF PENNSYLVANIA :
COUNTY OF JACKAWANNA : SS.:
CITY OF SCRANTON :

On the 18th day of August A. D. 1914, before me, a Notary Public, duly commissioned, personally appeared the above named George Sanderson and Lucy R. Sanderson, and in due form of law acknowledged the above Indenture their, and each of their, act and deed, and desired the same might be recorded as such; also appeared George Sanderson, Attorney-in-Fact for Edward B. Sturges, Marion Sturges, Anna K. Sanderson, The Fidelity & Deposit Company, Theodore M. Etting, William H. Cope and Thomas Robb, Jr., Executors and Trustees of Thomas Robb, deceased; William H. Cope and Elizabeth Elv Cope, Executors; and William H. Cope and Helen Cope Smith, Trustees of Anne Eliza Cope, deceased, William H. Thompson, Executor and Trustee of Sarah T. Robb, deceased, Frank F. Robb, Laura F. Robb, John T. Riley, Rebecca

5-c

R. Riley, William A. Lippincott, Ann R. Lippincott, John D. Samuel, Amilla Robb Samuel, Mabel H. Robb and Emily Fischer, Trustees for Emily Fischer, and in due form of law acknowledged the above Indenture to be the act and deed of all and each of his said constituents and desired the same might be recorded as such.

Witness my hand and Notarial Seal this 18th day of *August*
A. D. 1914.

James Sanderson Sanderson
Notary Public

Recorded in the Office for Recording of Deeds, &c., in and for
LACKAWANNA COUNTY, PENNSYLVANIA, in... Deed.....
Book 254.....Volume.....Page 254.....
Witness my Hand and Seal of Office this.... 21st
day of October..... A. D. 1914.

Peter W. Harris Recorder

THIS INSTRUMENT made the 18th day of August in the year of our Lord one thousand nine hundred and fourteen, between THE SANDERSON & ROBB LAND COMPANY, a corporation of the Commonwealth of Pennsylvania, of the first part, A H D the CITY OF SCRANTON, of the second

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ONE DOLLAR, lawful money of the United States of America, to it well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof hereby acknowledged, has remised, release, and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part, and to its successors and assigns all the following described strip or piece of land in the Thirteenth Ward of the City of Scranton, County of Lackawanna and State of Pennsylvania: Commencing at the intersection of the front line of lot number ten (10) in block number twenty-eight (28) on ~~the original plotting of Sanderson and Robb's~~ Addition to the City of Scranton as recorded in the Recorders Office of Lackawanna County) with the northerly, or Green Ridge Street, side line thereof and running thence along said side line in a westerly direction to the line of lands of L. C. Kennedy; thence at right angles along said Kennedy's line in a southerly direction one hundred and twenty (120) feet more or less to the northerly side line of Lot number eight (8) in said block; thence along the said line of lot number eight (8) to its intersection with the line thereof on Wyoming Avenue and thence along the front lines of lots nine (9) and ten (10) at right angles and in a northerly direction to the place of beginning.

Together with the right to enclose, use and occupy ten (10) feet in front of said premises on Green Ridge Street and ten (10) feet in front of the side line thereof on Wyoming Avenue for yard, porch, steps, cellarway or shrubbery, but for no other purpose.

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Being the same premises conveyed by the Green Ridge Library Association to the City of Scranton for library purposes by deed bearing even date herewith, reserving, however, to the legal owners thereof, their heirs and assigns, all coal and minerals beneath the surface of said piece of land with the sole right to mine and remove the same by any subterranean process without liability under any circumstances whatever for damage done to the surface thereof or to the improvements now erected and hereafter to be erected thereupon. No mine or air shaft to be intentionally erected thereon. It is expressly understood that the premises hereby conveyed are to be used for library purposes and in accordance with the Resolution of Council of the City of Scranton providing for the acceptance of the property of the Green Ridge Library Association, and all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof: and also all the estate, right, title, interest, property, claim and demand whatsoever, as well in law and in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and appurtenance thereof with the appurtenances.

IN WITNESS WHEREOF the said SANDERSON & ROBB LAND COMPANY by GEORGE SANDERSON, its President, has executed the above indenture and caused its corporate seal duly attested to be affixed thereto the day and year first above written.

SANDERSON & ROBB LAND COMPANY

By George Sanderson
President

ATTEST James C. Sanderson
Secretary

STATE OF PENNSYLVANIA :
COUNTY OF LACKAWANNA : SS.:

On the 18th day of August A. D. 1914, before me, the subscriber, a Notary Public duly commissioned, personally appeared JAMES GARDNER SANDERSON, Secretary of the Sanderson Company, grantor above named, who, being duly sworn according to law, says he was personally present at the execution of the above Indenture and saw the common or corporate seal of said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of said corporation; that the above Indenture was duly sealed and delivered by George Sanderson, President of said corporation, to the act and deed of the said corporation for the uses and purposes therein mentioned and that the name of this deponent as Secretary and of George Sanderson as President of said corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

James Gardner Sanderson

Sworn and subscribed to before me the day and year aforesaid.

Paul R. Arkes
Notary Public

My Commission expires Apr. 29. 1917

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Recorded in the Office for Recording of Deeds, &c., in and for
JACKAWANNA COUNTY, PENNSYLVANIA, in... Deed.....
Book.....264.....Volume.....Page.....263.....
Witness my Hand and Seal of Office this.....
day of October.....A. D., 1914.

Peter W. Haas Recorder.

Deputy.



7A
LAW

009

Rec
2-11-10

FILE OF COUNCIL NO. 9

2010

AN ORDINANCE

REPEALING FILE OF THE COUNCIL NO. 95, 2009 (AS AMENDED) AN ORDINANCE ENTITLED "SIGNIFYING THE INTENTION AND DESIRE OF THE COUNCIL OF THE CITY OF SCRANTON TO ORGANIZE AN AUTHORITY TO BE KNOWN AS THE SCRANTON PUBLIC LIBRARY AUTHORITY UNDER PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY, KNOWN AS THE MUNICIPALITY AUTHORITIES ACT, 53 PA. C.S. 56; SETTING FORTH AND AUTHORIZING EXECUTION OF ARTICLES OF INCORPORATION; APPOINTING AND FIXING THE TERMS OF THE FIRST MEMBERS OF THE BOARD OF SUCH AUTHORITY; AND UPON ORGANIZATION CONVEYING TITLE TO THE AUTHORITY FOR THE PROPERTIES ON WHICH THE ALBRIGHT MEMORIAL LIBRARY, THE GREEN RIDGE LIBRARY AND THE SILKMAN HOUSE ARE LOCATED; AUTHORIZING ALL OTHER NECESSARY ACTION; AND REPEALING ALL INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES, RESOLUTIONS OR PARTS OF RESOLUTIONS."

WHEREAS, on December 22, 2009, the Mayor of the City of Scranton executed File of Council No. 95, 2009, as Amended, ("Ordinance 95") which Ordinance 95 was passed by City Council on December 15, 2009, establishing the Scranton Public Library Authority (the "Authority") under the Municipal Authorities Act, 53 Pa. C.S.A. §5601, et seq; and

WHEREAS, prior to the passage of File of Council No. 95, 2009, the City of Scranton ("City") owned Public Library properties located at 500 Vine Street (known as the Albright Memorial Library) and at 1032 Green Ridge Street (known as the Green Ridge Library) and a property formerly used as a public library located at 2006 Main Avenue (known as the Silkman House); and

WHEREAS, The Albright Memorial Library and Green Ridge Library have been managed by a Board of Trustees, pursuant to the terms of an Ordinance approved by the City of Scranton on April 5, 1890; and

WHEREAS, the City of Scranton under its Municipal Seal; was authorized and directed, on behalf of the City, to file Articles of Incorporation of such Authority, which were rejected by the Commonwealth of Pennsylvania, Secretary of State, on January 14, 2010; and

WHEREAS, the City was authorized to convey to the Scranton Public Library Authority the three (3) properties on which the Albright Memorial Library, the Green Ridge Library and the Silkman House were located, without any consideration to be paid by the Authority to the City.

WHEREAS, pursuant to the Municipal Authorities Act, 53 Pa. C.S.A. §5622(a), the Scranton Public Library Authority assumed the functions of the Board of Trustees to manage the Libraries pursuant to the Ordinance approved by the City of Scranton on April 5, 1890 and have done so for the last 119 years, but it is the desire of the City of Scranton to terminate the Authority and have the Board of Trustees operate, manage and maintain the Albright Memorial Library and the Green Ridge Library as the Board of Trustees have from April 5, 1890; and

WHEREAS, it is the desire of the City of Scranton to terminate the Scranton Public Library Authority and have the Authority pay off its indebtedness, transfer all of its assets to the City of Scranton and to immediately dissolve the Authority.

Introduced in Council on above date
and referred to Committee on January 19, 2010

Rules
Mary Krul
City Clerk

Scranton, Pa. January 26, 2010
Committee on Rules reports favorably
on the within ordinance

John E. ...

Sixth Order:
January 26, 2010

CERTIFIED COPY

Mary Krul
City Clerk

NOW; THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 95, 2009 (as Amended) is hereby repealed.

SECTION 1. The Scranton Public Library is directed to immediately pay off its indebtedness, not incur and additional debt, transfer all of its assets to the City of Scranton and take appropriate action to dissolve the Scranton Public Library Authority pursuant to the provisions of the Municipal Authorities Act, 53 Pa. C.S.A. §5622(a) and (c)

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 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 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.

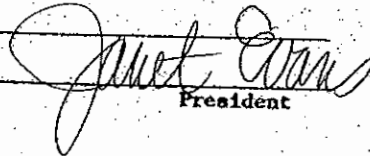
Passed by The Council

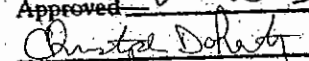
January 26, 2010

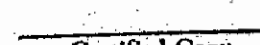
receiving the affirmative votes of Council Persons

Rogan, Loscombe, Joyce, Evans

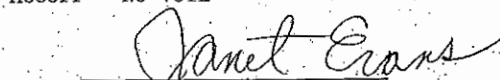
Negative McGoff


President

Approved Veto 2-04-10
 Mayor

 City Clerk
Certified Copy

MOTION BY CITY COUNCIL PASSED 4-1 TO OVERRIDE
MAYOR DOHERTY'S VETO.....FEBRUARY 9, 2010.
ROGAN, LOSCOMBE, JOYCE, EVANS - YES VOTES
MCGOFF - NO VOTE


Janet Evans, Council President