

AGENDA
REGULAR MEETING OF COUNCIL
February 11, 2020
6:30 PM

1. **ROLL CALL**

2. **READING OF MINUTES**

3. **REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES**

- 3.A MINUTES OF THE SCRANTON REDEVELOPMENT AUTHORITY MEETING HELD JANUARY 8, 2020.

[Scranton Redevelopment Authority Meeting Minutes 01-08-2020.pdf](#)

- 3.B MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF SCRANTON HOUSING AUTHORITY HELD JANUARY 6, 2020.

[Scranton Housing Authority Meeting Minutes 01-06-2020.pdf](#)

- 3.C RESUMES OF CITY OF SCRANTON 2020 MAYORAL CABINET APPOINTEES.

[Resumes City of Scranton 2020 Mayoral Appointees.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 – A RESOLUTION – AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LOAN AGREEMENT AND MAKE A LOAN FROM THE ECONOMIC DEVELOPMENT ADMINISTRATION-REVOLVING LOAN PROGRAM, PROJECT NUMBER 009.500.5, IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND AND 00/00 DOLLARS (\$30,000.00) TO RITZ HOSPITALITY, LLC TO ASSIST IN AN ELIGIBLE PROJECT.

[Resolution-2020 Ritz Hospitality Loan Agreement.pdf](#)

- 5.C FOR INTRODUCTION – A RESOLUTION – APPROVING, IN ACCORDANCE WITH SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY TO UNDERTAKE A PROJECT FOR HOWARD GARDNER MULTIPLE INTELLIGENCE CHARTER SCHOOL.

[Resolution-2020 Financing by SLHWA for Howard Gardner School.pdf](#)

- 5.D FOR INTRODUCTION – A RESOLUTION – AUTHORIZING APPOINTMENT OF STEPHANIE L. BRESSLER, PH.D, 1402 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA 18510 AS A MEMBER OF THE BOARD OF ETHICS, EFFECTIVE JANUARY 29, 2020. DR. BRESSLER WILL BE REPLACING JOAN HODOWANITZ WHO RESIGNED EFFECTIVE NOVEMBER 25, 2019. DR. BRESSLER WILL FILL THE UNEXPIRED TERM OF JOAN HODOWANITZ WHICH IS SCHEDULED TO EXPIRE AUGUST 31, 2022.

[Resolution-2020 Appt. Stephanie Bressler, PH.D. Ethics Board.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON FINANCE – FOR ADOPTION – FILE OF THE COUNCIL NO. 3, 2020 – AMENDING FILE OF THE COUNCIL NO. 2, 1983 AN ORDINANCE, AMENDING FILE OF THE COUNCIL NO. 39, 1977, ENTITLED “AN ORDINANCE ESTABLISHING RATES OF DISCOUNT AND PENALTIES ON TAXES DUE ON REAL ESTATE TO THE CITY OF SCRANTON,” BY AMENDING CERTAIN PROVISIONS RELATING TO DISCOUNTS, THE DISCOUNT PERIOD, INSTALLMENT PAYMENTS AND PENALTIES ON TAXES DUE ON REAL ESTATE TO THE CITY OF SCRANTON.

[Ordinance-2020 Amending Provisions relating to Real Estate Taxes Due.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 6, 2020 – APPOINTMENT OF CARL GRAZIANO, 418 WILBUR STREET, SCRANTON, PENNSYLVANIA, 18508 TO THE POSITION OF POLICE CHIEF EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Carl Graziano Police Chief.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 7, 2020 – APPOINTMENT OF ALLEN LUCAS, 2722 BIRNEY AVENUE, SCRANTON, PENNSYLVANIA, 18505 TO THE POSITION OF ACTING FIRE CHIEF EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Allen Lucas Acting Fire Chief.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 8, 2020 – APPOINTMENT OF DENNIS GALLAGHER, 311 PATTISON AVENUE, SCRANTON, PENNSYLVANIA, 18504 TO THE POSITION OF DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Dennis Gallagher Director DPW.pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 9, 2020 – APPOINTMENT OF JESSICA L. ESKRA, ESQUIRE, 44 SNOOK STREET, SCRANTON, PENNSYLVANIA, 18505 AS CITY SOLICITOR EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Jessica Eskra, Esq. City Solicitor.pdf](#)

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 10, 2020 – APPOINTMENT OF STEPHANIE PISKO, ESQUIRE, 2001 RIGG STREET, DUNMORE, PENNSYLVANIA, 18512 AS ASSISTANT CITY SOLICITOR/CHIEF OF STAFF EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Stephanie Pisko, Esq. Asst. Solicitor Chief of Staff.pdf](#)

- 7.G FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 11, 2020 – APPOINTMENT OF WAYNE BECK, 105 YESU DRIVE, SCRANTON, PENNSYLVANIA, 18505 TO THE POSITION OF CITY TREASURER EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Wayne Beck Treasurer.pdf](#)

- 7.H FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 12, 2020 – APPOINTMENT OF THOMAS OLESKI, 1124 ROCK STREET, SCRANTON, PENNSYLVANIA, 18504 TO THE POSITION OF ACTING DIRECTOR OF THE DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Thomas Oleski Acting Director LIPS.pdf](#)

- 7.I FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 13, 2020 – APPOINTMENT OF FRANK SWIETNICKI, 708 O'HARA STREET, SCRANTON, PENNSYLVANIA, 18505 TO THE POSITION OF INFORMATION TECHNOLOGY MANAGER EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Frank Swietnicki IT Manager.pdf](#)

- 7.J FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 14, 2020 – APPOINTMENT OF MARY PAT WARD, 1322 SCHLAGER STREET, SCRANTON, PENNSYLVANIA, 18504 TO THE POSITION OF EXECUTIVE DIRECTOR, OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Mary-Pat Ward Executive Director OECD.pdf](#)

- 7.K FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 15, 2020 – APPOINTMENT OF BRIAN FALLON, 719 RIVER STREET, SCRANTON, PENNSYLVANIA, 18505 TO THE POSITION OF DIRECTOR OF THE DEPARTMENT OF PARKS AND RECREATION EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Brian Fallon Director of Parks & Recreation.pdf](#)

- 7.L FOR CONSIDERATION BY THE COMMITTEE ON RULES – FOR ADOPTION – RESOLUTION NO. 16, 2020 – APPOINTMENT OF PATRICK J. SHERIDAN, CPA, 106 STONE RIDGE CIRCLE, CLARKS SUMMIT, PENNSYLVANIA 18411 TO THE POSITION OF INTERIM BUSINESS ADMINISTRATOR EFFECTIVE JANUARY 6, 2020.

[Resolution-2020 Appt. Patrick Sheridan, CPA Interim Business Administrator.pdf](#)

8. ADJOURNMENT



City of Scranton

Scranton Redevelopment Authority

340 N. Washington Avenue

Scranton, PA 18503

SOLICITOR: Paul A. Kelly, Esquire

Chairman: Robert Timlin

Members of Authority: Mario Savinelli, Burt Schwartz, Gene Teserovich, Michael Cummings

Approved Minutes

Regular Meeting

Wednesday, January 8, 2020

12:15 P.M.

Olympus Digital Voice Recorder VN-7200, File A, Track 52

I. Roll call:

Present: Mr. Savinelli, Mr. Schwartz, Mr. Teserovich,
Mr. Cummings, Mr. Timlin

SRA Coordinator: Denise Nytch

Solicitor: Paul Kelly

Absent:

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II. Reading and approval of minutes:

OFFICE OF CITY
COUNCIL/CITY CLERK

December 2019 minutes approved:

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

Roll Call Vote

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

III. Bills and Communications:

Attorney Paul Kelly Legal Bills - \$332.50

- Mr. Savinelli made the motion to approve payment the bills.
- Mr. Teserovich seconded.

Roll Call Vote

- o Mr. Savinelli....YES
- o Mr. Schwartz....YES
- o Mr. Teserovich....YES
- o Mr. Cummings....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 Approved - November 2019

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

-Mr. Teserovich made the motion to approve Financial Statements.

-Mr. Schwartz seconded.

Roll Call Vote

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

VII. New Business/Unfinished Business:

- Kenmarq, LLC check #4027 in the amount of \$877.19 was approved and deposited into the SRA account December 1, 2019
- Response letter to Mr. Steve Franco's request for a list of properties owned by the SRA within the City of Scranton.

Paul's response was dated January 6, 2020 requesting Mr. Franco to give him available dates to schedule a meeting to discuss properties.

- Solicitor Kelly read a letter from Atty. Richard Williams with HKQ dated December 24, 2019 regarding the Parking Area Lease Agreement between Redevelopment Authority of City of Scranton & Kenmarq, LLC. Atty. Williams states in the letter that it is not his clients responsibility to regrade/repave the parking lot. Solicitor Kelly was given permission by the Authority to meet with Mr. Marquis, his council, and Mr. Timlin to discuss this issue.
- Solicitor Kelly would like the Authorities permission to send a letter to Atty. Stephanie Pisko, Mayor Cagnetti's Chief of Staff asking for a meeting with himself, OECD Director, Mr. Timlin and Mr. Sheridan (interim BA) to discuss some potential future for the Authority.

VIII. Adjournment:

Mr. Savinelli made the motion to adjourn.
Mr. Teserovich seconded.

Next meeting is scheduled for February 5, 2020 at 12:15pm

Roll Call Vote

- Mr. Savinelli....YES
- Mr. Schwartz....YES
- Mr. Teserovich....YES
- Mr. Cummings....YES
- Mr. Timlin....YES

**MINUTES OF THE REGULAR
MEETING OF THE MEMBERS OF
SCRANTON HOUSING AUTHORITY
JANUARY 6, 2020**

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**OFFICE OF CITY
COUNCIL/CITY CLERK**

The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on January 6, 2020.

Pledge of Allegiance.

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

1. Roll Call.

Present

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

Absent

Terrence V. Gallagher
Devendrabhai Dave

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

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, Madame Chairman, we discussed litigation and personnel at the Executive Session.

Mrs. Sinclair: Thank you.

3. Approval of the minutes of the Regular Meeting held December 2, 2019.

Mrs. Sinclair: Approval of the minutes of the regular meeting held December 2, 2019.

Ms. Kingsley: So moved.

Mr. Galella: Second.

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

AYES	NAYS
Mary Anne Sinclair Mary Clare Kingsley Thomas J. Galella, Jr.	None

4. Treasurer's Report for the period November 27, 2019 to December 31, 2019.

Mrs. Sinclair: Treasurer's Report for the period November 27, 2019 to December 31, 2019.

Mr. Galella: This report is as of December 31, 2019. The balances in our checking accounts and Money Market accounts are \$5,187,382.65. The Section 8 NRA Fund has a balance of \$1,555.26. Investments made in Certificates of Deposits amounted to \$4,707,733.47. Petty Cash totaled \$300.00, for a grand total of \$9,898,981.38. Paid bills from November 27, 2019 to December 31, 2019 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Ms. Kingsley: So moved.

Mr. Galella: Second.

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

AYES	NAYS
Mary Anne Sinclair Mary Clare Kingsley Thomas J. Galella, Jr.	None

5. Secretary's Report.

Mrs. Sinclair: Is there anything under Secretary's Report?

Mr. Pelucacci: There is no correspondence to report at this time, Madame Chairman.

6. Committee Reports.

6.(a) Chairman Report.

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

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of November, 2019 our total utility cost was \$107,783.41 and for the month of December, 2019 our total utility cost was \$194,398.56.

On our Tenant's Accounts Receivable Report, for the month of October, 2019 we had a total of 270 delinquents totaling \$145,699.64; for the month of November, 2019 we had 322 delinquents totaling \$158,869.46 and for the month of December, 2019 we had 319 delinquents totaling \$160,849.16.

On our Construction Report Madame Chairman, the demolition of Building 11 at Valley View Terrace is complete except for some final grading which will take place in the spring. Bids came in last month for the upgrading of all our elevators. There was only one bid. This will be discussed later in this meeting.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, Solicitor's Report.

6.(c) Solicitor Report.

Attorney Hughes: The only items I have, Madame Chairman, are Items b, and c the resolution rejecting the elevator bid and the resolution rejecting the electrical bids, which is part

of the elevator bid, so both of those are rejected in accordance with the bid specification that “we reserve the right to reject any and all bids or to waive any informality in the bidding.”

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,244 units with 1,207 units under effective lease. Fourteen (14) vacate notices were received and Nineteen (19) apartments were accepted. There are Thirty-Seven (37) vacant apartments in which Seventeen (17) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 829 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of December 31, 2019, are 2,036 out of an A.C.C. of 2,294.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

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

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Approval on the Revision of our Personnel Policy regarding the job description of Administrative Assistant of Operations.

Mr. Pelucacci: Yes, Madame Chairman, Item 8(a) is for approval to revise our current Scranton Housing Authority Personnel Policy regarding the changes made to the job description of Administrative Assistant of Operations. The job description was forwarded to all members.

A motion will be required by the Board of Commissioners to revise our Personnel Policy regarding the changes made to the job description of Administrative Assistant of Operations.

Ms. Kingsley: So moved.

Mr. Galella: Second.

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

AYES	NAYS
Mary Anne Sinclair	None
Mary Clare Kingsley	
Thomas J. Galella, Jr.	

8.(b) Resolution No. 20-2 – Approval to Reject Elevator Bids.

Mr. Pelucacci: Madame Chairman, Item 8.(b) is Resolution No. 20-2 which is a Resolution Rejecting Elevator Bids.

“Whereas, the Scranton Housing Authority (“SHA”) publically advertised for elevator rehabilitation/modernization work at several of its high rise apartment buildings (the “Project”); and

Whereas, on December 12, 2019, the bid opening date, only one bid was received for the Project which was from Otis Elevator Company for Two Million One Hundred Twelve Thousand Three Hundred Ninety Eight (\$2,112,398 Dollars which was Seven Hudred Thousand (\$700.000 Dollars over the estimated cost of the Project as estimated by Greenman-Pedersen, Inc. the SHA’s Engineers on the Project; and

Whereas, the SHA staff, the SHA Consulting Engineer on the Project and the SHA Solicitor have reviewed the Otis Elevator Company bid and recommended that it be rejected; and

Whereas, in the SHA Invitation to Bid for the Project it is stated under Authority Rights “The Scranton Housing Authority reserves the right to reject any or all bids or to waive any informality in the bidding.”

Now, Therefore, Be It Resolved, that the Scranton Housing Authority rejects the only bid for the Elevator Rehabilitation Modernization work submitted by Otis Elevator Company in the amount of Two Million One Hundred Twelve Thousand Three Hundred Ninety Eight (\$2,112,398) Dollars; and

Be It Further Resolved, that the staff of the Scranton Housing Authority is directed to draft an Invitation to Bid the Elevator Rehabilitation and Modernization Project for rebidding the Project.

It would be my recommendation to Adopt Resolution No. 20-2.

Ms. Kingsley: So moved.

Mr. Galella: Second.

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

AYES

NAYS

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

None

8.(c) Resolution No. 20-3 – Approval to Reject Electrical Bids.

Mr. Pelucacci: Madame Chairman, Item 8.(c) is resolution No. 20-3 which is a Resolution rejecting Electrical Bids.

“Whereas, the Scranton Housing Authority (“SHA”) publically advertised for electrical bids which were required for the elevator rehabilitation/modernization work at several of its

high rise apartment buildings (the 'Project') which required separate Electrical Bids as part of the Project; and

Whereas, on December 12, 2019, the bid opening date, three (3) bids were received for the electrical contract part of the Project with bids submitted by Leber Electric, Inc. ("Leber") in the amount of Seventy Four Thousand Seven Hundred (\$74,700.00) dollars by Apollo Group, Inc. ("Apollo") in the amount of One Hundred Four Thousand (\$104,000.00) dollars and Joyce Electrical, Inc. ("Joyce") in the amount of One Hundred Twenty One Thousand (\$121,000.00) dollars (the "Electrical Bids"); and

Whereas, the SHA staff, the SHA Consulting Engineer on the Project and the SHA Solicitor have reviewed the sole bid submitted by Otis Elevator Company for the elevator rehabilitation/modernization work and have recommended that it be rejected which will terminate the Electrical Bids for electrical work which is part of the Project; and

Whereas, in the SHA Invitation to Bid for the Electrical Bid part of the Project stated under Authority rights "The Scranton Housing Authority reserves the right to reject any or all bids or to waive any informality in the bidding."

Now, Therefore, Be It Resolved, that the Scranton Housing Authority rejects all of the Electrical Bids for the electrical contract part of the Project submitted by Leber, Apollo and Joyce; and

Be It Further Resolved, that the staff of the Scranton Housing Authority is directed to draft an Invitation to Bid the electrical contract part of the Project for rebidding the Project."

It would by my recommendation to adopt Resolution No. 20-3.

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

AYES

NAYS

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

None

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have one retirement and no resignations. Currently there is one employee on workers compensation. There is currently one employee on long term disability.


That concludes the Personnel Report Madame Chairman.

10. Public Comment.

(No one present for Public Comment.)

11. Adjournment.

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



Mary Clare Kingsley, Assistant Secretary

Certificate

I, Mary Clare Kingsley, hereby certify that:

1. I am the duly appointed, qualified and Assistant Secretary of the Scranton Housing Authority.

2. I am custodian of the records of said Authority.

3. The attached copy of the Minutes of the Regular Meeting of said Authority held January 6, 2020 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on February 3, 2020 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 3rd DAY of FEBRUARY, 2020.


Mary Clare Kingsley
Assistant Secretary

Wayne G. Beck
105 Yesu Drive
Scranton, PA 18506

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SUMMARY

Professional with 40 years experience in the financial industry. Most of my years of service have been involved in management positions and dealing with personal, home equity and mortgage lending. Providing excellent customer service was of the utmost importance. The positions held required increasing sales, improving team and department performance, compliance with policies and established procedures, resolving customer issues and implementing activities to successfully meet anticipated goals. More recently, since January of 2014, I have performed the duties of the Treasurer of the City of Scranton.

RELEVANT EXPERIENCE

City of Scranton

Treasurer, 2014 – Present

Manage a staff of three whose duties include: bookkeeping functions for funds received, making bank deposits, processing waste disposal fee payments, balancing of processed payments, performing current year waste disposal fee searches, researching and responding to customer questions and concerns, sorting incoming mail, processing outgoing mail, preparing vouchers for payments of department disbursements, processing of Act 98 Fire Escrow funds, processing of condemnation escrow releases and handling of miscellaneous resident needs.

In addition, I assist other departments in resolving issues and concerns of residents, visit properties to determine number of units and occupancy status, and interact with other local government departments and agencies.

I am also on the board, and serve as treasurer, of the Lackawanna County Land Bank.

Perform any other duties required from time to time to meet the needs of the City of Scranton and its residents.

Pennstar Bank, Mt. Cobb, PA

Branch Manager, 2002 - 2013

Managed a branch operation composed of 4 to 5 team members.

Interviewed job applicants, recommended hiring and promotions, and completed performance appraisals.

Coached team members in areas of product knowledge, customer service, communication techniques, and successful selling techniques.

Assigned individual sales goals to team members.

Reviewed branch production as compared to budgeted goals with staff on weekly, monthly and quarterly basis.

Prepared spreadsheets using Internet information and internal reports in order to generate contact lists of potential new customers as well as cross-selling to existing customers.

Consistently delivered the best possible solutions to customers' needs and concerns in a timely and dependable manner.

Earned a reputation as a valuable and cooperative co-worker by: being fair, honest, and willing to help others when needed; effectively resolving conflicts at appropriate times; and assisting other team members to become familiar with policy and operations.

Helped establish work schedules and delegated assignments.

Dealt tactfully and effectively with difficult customers.

Designed and implemented spreadsheets containing customer information used to cross-sell products.

Prepared and submitted weekly sales reports.

Conducted personal visits to business customers and potential customers.

Originated personal, auto and home equity loans and made referrals for mortgage and financial service products.

Wayne G. Beck
105 Yesu Drive
Scranton, PA 18505

Used professional, courteous verbal and written skills in dealing with both customers and staff.

Served on various voluntary boards of local non-profit organizations.

Participated in numerous community functions.

Scranton Neighborhood Housing Services, Inc., Scranton, PA
Executive Director, 1999 - 2002

Chief Operating Officer responsible to the Board of Directors for the administration of program components and implementation of policies.

Reported to the Board through appropriate committees on the progress of various activities and recommended changes when necessary.

Ensured that the organization obtained and maintained suitable facilities, equipment, etc., to operate effectively.

Determined the needs and methods of attaining the organization's mission and goals.

Prepared proposals and grant applications for the provision of adequate resources to further activities and operations.

Sought additional funding sources.

Recruited, hired, supervised, evaluated and assigned all staff in a manner consistent with the purpose, goals and policies of the organization.

Arranged, through the appropriate means, training to prepare all employees for the successful completion of their job responsibilities.

Worked to improve and/or increase governmental services and capital investment in the neighborhoods served.

Maintained an on-going relationship with city agencies.

Developed products and services that met the organization's mission statement by partnering with local financial institutions and other corporations and agencies.

Citizens Savings Association, Clarks Summit, PA

(See Positions Listed Below, 1972 - 1999)

January 1999 to October 1999 - Loan Origination Administration

- > Developed realtor/builder business relationships.
- > Promoted products and services of the institution.
- > Originated and closed refinance, purchase and construction/permanent mortgage loans.

Wayne G. Beck
105 Yesu Drive
Scranton, PA 18505

1990 -1999 - Senior Vice-President, Lending and Credit Administration

- > Administered the lending and credit functions of the institution and acted as Chief Mortgage Loan and Credit Officer
- > Assisted other Vice-Presidents, Assistant Vice-Presidents, Branch Managers, and loan department personnel by reviewing all matters pertaining to loans, credit and servicing.
- > Coordinated all functions of the department to maintain high standards of customer service and maximum profits to the institution.
- > Reviewed procedures to ensure adherence to federal, state and local laws and regulations.
- > Supervised the department through personnel selection, supervision and training.
- > Provided branch managers and all department personnel with lending assistance.
- > Served as Chairman of the Loan Policy Committee.
- > Served as Chairman of the Loan Review Committee
- > Monitored new regulations and policy requirements regarding lending.
- > Responded to, and oversaw, the processing of regulatory agencies' reports and questionnaires pertaining to lending.
- > Prepared and updated written policies when required.
- > Oversaw and documented CRA activities.
- > Implemented lending products.
- > Managed day-to-day lending and loan servicing as needed.
- > Worked with other Vice-Presidents and management on miscellaneous projects.
- > Assumed compliance responsibilities for the lending department.

1989 - 1990 Vice-President, Lending & Credit Administration

- > Same duties and responsibilities as those performed as Senior Vice-President

1986 -1989 Regional Vice-President of Citizens Mortgage Service Company (a wholly-owned subsidiary of Citizens Savings Association)

- > Supervised first mortgage loan activities for Northeastern Pennsylvania.
- > Originated, processed and underwrote mortgages for Lackawanna County.
- > Supervised origination, processing, underwriting and servicing issues for six counties in Northeastern Pennsylvania.

1983 - 1986 Vice-President, Mortgage Lending

- > Supervised all aspects of mortgage lending.
- > Originated, processed, underwrote and closed mortgage loans.
- > Wrote and revised lending policies as needed.
- > Acted as Compliance Officer for the lending department.
- > Provided initial and continuing education regarding CRA, Fair Lending, Equal Credit Opportunity, and all lending related matters.
- > Acted as CRA Officer.

Wayne G. Beck
105 Yesu Drive
Scranton PA 18506

1980 - 1983 Assistant Vice-President, Mortgage Lending

- > Responsible for most of the areas of operation appearing above in the Vice-President's position.

1976 - 1980 Branch Manager (Center City Office)

- > Managed the branch operation.
- > Supervised 5 to 6 tellers.
- > Originated, processed, underwrote and closed refinance, purchase, and construction/permanent mortgage loans.

1974 - 1975 Mortgage Loan Officer

- > Originated, processed, underwrote and closed residential mortgage loans.
- > Acted as collection officer for delinquent mortgages.

1972 - 1974 Teller

- > Performed all teller functions.

EDUCATION

Scranton Central High School, Scranton, PA
H.S. Diploma, 1967

Keystone Junior College, LaPlume, PA
Associate of Arts, Sociology/Psychology, 1969

Wilkes College, Wilkes Barre, PA
Additional college credits in areas of Sociology and Psychology

Numerous business and banking courses and seminars offered through:

US League of Savings & Loan Institute
American Institute of Banking
Mortgage Bankers Association
Pennsylvania Community Bankers
Federal Home Loan Bank
Federal Reserve Board
Office of Thrift Supervision
Neighborhood Reinvestment Corporation
NeighborWorks

PRESENT MEMBERSHIPS AND CIVIC INVOLVEMENT

Goodwill Industries of Northeastern Pennsylvania (Board Member for over 30 years)

Bread Basket of Northeastern Pennsylvania (Board President)

PAST MEMBERSHIPS AND CIVIC INVOLVEMENT

FannieMae Northeastern and Central PA Partnership Office Advisory Committee

Fleet Bank Pennsylvania Community Development Advisory Council

Economic Development Council of Northeastern Pennsylvania

Pennsylvania Regional Housing Committee

Greater Scranton Board of Realtors

Kiwanis Club of Scranton

East Mountain Residents Association

Housing Coalition of Lackawanna County

Neighborhood Housing of Scranton Board of Directors

Federal Reserve Board of Northeastern Pennsylvania Council of Community Affairs Officers

Salvation Army Board of Directors

Credit Counseling Services of Northeastern Pennsylvania

Numerous Fundraiser and Membership Campaigns

- United Way
- Chamber of Commerce membership drive
- Keystone Jr. College
- Lackawanna Jr. College
- MDA Lock-up

References available upon request.

JESSICA ESKRA, ESQUIRE

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44 Snook Street, Scranton, PA 18510

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EDUCATION

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Widener School of Law, Harrisburg, PA

August, 2011 – May, 2014

Achievements/Activities: President, Student Bar Association; Academic Scholarship Recipient; Cali Excellence Award in First Amendment Law; Dean Santasaro Award Recipient

Temple University, Philadelphia, PA

September, 2003 – January, 2008

BA, College of Liberal Arts, Graduation: January, 2008

Major: Political Science / Minor: French / Specialty Area: Philosophy

Relevant Courses: Introduction to Legal Studies, Morality and the Law, International Business Law, Pre-Law Seminar

PROFESSIONAL EXPERIENCE

CITY SOLICITOR/DEPUTY MAYOR

January, 2017 – present

City of Scranton

Scranton, Pennsylvania

- Manage the City's Law Department, comprising of Secretaries and Assistant City Solicitors
- Represent the City in various high-profile litigation matters
- Advise and manage the City's various insurance defense claims
- Prepare various contracts with vendors
- Manage projects from inception to completion
- Prepare all legislation for the City and oversee the legislative process
- Negotiate complex transactions on various issues such as parking
- Advise all Cabinet Members, including the Police, Fire, Code Enforcement, Human Resources, IT, Treasury, and Business Departments on various legal issues
- Oversee and monitor borrowings, debt defeasance, and other related financial transactions
- Actively participate in the City's Act 47 Plan and implement recommendations to achieve the City's exit from Distressed Status
- Serve as Deputy Mayor with complete oversight of all City operations in the Mayor's absence

HUMAN RESOURCES DIRECTOR

October, 2015 – January, 2017

City of Scranton

Scranton, Pennsylvania

- Manage the City's Human Resources Department staff
- Oversee payroll for approximately 500 City employees
- Manage all medical, pharmaceutical, vision, and dental claims and programs for City employees and retirees, as well as oversee the City's open enrollment period
- Prepare and oversee the bidding for benefit-related services
- Negotiate Union contracts and resolve union disputes, grievances, and arbitrations
- Oversee and manage all Heart and Lung and Workers' Compensation claims, implement reforms, and update the Department of Labor and Industry on the City's progress
- Handle all disciplinary matters, including employee suspension and termination
- Administer all FMLA, Short and Long Term Disability, paid leave, and other similar programs
- Enforce Drug Testing policies and DOT requirements
- Manage all new hires and onboarding requirements, such as I9 compliance, W2s, and related matters
- Administer municipal and union pension benefits, and serve as the Mayor's designee on the Pension Board

STAFF ATTORNEY

December, 2014 – September, 2015

Barbara Hart Justice Center

Scranton, Pennsylvania

- Represent victims of domestic violence in a variety of legal matters, predominantly in the field of family law
- Litigated several Protection From Abuse and Child Custody matters

TEMPORARY PARALEGAL
City of Scranton – Department of Law
Scranton, Pennsylvania

August, 2014 – December, 2014

- Aid the City Solicitor in handling a variety of municipal law issues relating to the City of Scranton

LEGAL INTERN
Durkin MacDonald, LLC
Scranton, Pennsylvania

May, 2013 – August, 2013

- Report directly to two attorneys handling a broad range of cases, including personal injury insurance defense, litigation counsel for a company operating in five different states with a primary focus on contract law, and general civil matters
- Extensive legal research and preparation of Briefs, Legal Memoranda, Motions, and other court filings

LEGAL INTERN/SECRETARY/OFFICE MANAGER
Lawrence A. Durkin, P.C.
Scranton, Pennsylvania

May, 2007 – August, 2011
May, 2012 – August, 2012

- Coordinate multifaceted office functions, including court calendar management, retain court reporters, and scheduling of conference rooms for deposition proceedings
- Extensive legal research in the fields of contract law, personal injury/tort law, family law, probate law, and general civil matters
- Preparation of Briefs, Legal Memoranda, Motions, and other court filings
- Attendance at several court appearances and meetings with clients

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BRIAN FALLON

OFFICE OF CITY
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826 River Street, Scranton, PA 18505 • [REDACTED]

Professional Summary

Highly motivated City of Scranton's Parks and Recreation Director with a passion for providing the best park experience for families throughout the city. Main goal is to keep a safe and updated park system.

Skills

- Staff scheduling
- Recreation experience
- Safety standards implementation
- Customer service skills
- Facilities management
- Event coordination
- Safety standards and protocols

Work History

Director of Parks and Recreation, 01/2018 to Current

City Of Scranton – Scranton, Pennsylvania

- Oversee Parks and Recreation staff, assign tasks, supervise work and provide training. Administer the Parks and Recreation budget to ensure that funds are spent efficiently and projects remain within budget.
- Hire employees and process hiring-related paperwork
- Help plan budget for the city's Parks and Recreation department.
- Ensuring that revenue is properly accounted for.
- Preparing the department's annual request for city council.
- Coordinating fundraising initiatives for the department.
- Overseeing all Parks and Recreation programming.
- Supervising department staff and monitoring policy compliance.
- Directing/Supervising volunteer organizations.

Recreational Specialist, 01/2017 to 01/2018

City Of Scranton – Scranton, Pennsylvania

- Work directly under the supervision of the DPW Director to help maintain all city parks and park activities.
- Hire and supervise all summer help (lifeguards)
- Supervise, train and direct professional staff.

- Arrange for necessary maintenance or repair work

Parks Dept Under DPW, 04/2015 to 01/2017

City Of Scranton – Scranton, Pennsylvania

- Work directly under the supervision of the DPW director
- Supervise all city pools
- Supervise the city's Christmas light show
- Schedule all pavilions and showmobile rentals

Education

High School Diploma: 1999

Scranton High School - Scranton, PA

Associate of Arts: 2003

Lackawanna College - Scranton, PA

Accomplishments

VFW Friends of the Duffy Park "Doughboy"

Villa Capri Cruisers "Outstanding Efforts" Fathers day car show

The ARC "Special Recognition Award"

Veterans of Foreign Wars

of the United States



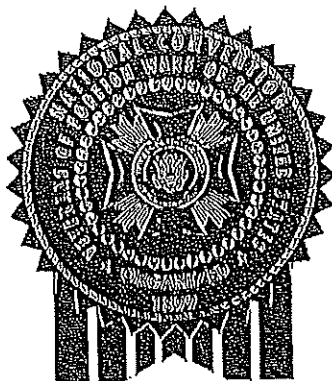
Presented To

Friends of the Dough Boy

BRIAN FALLON

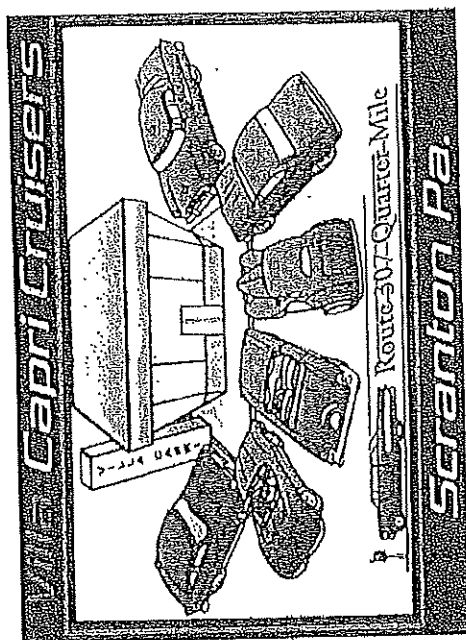
For Meritorious and Distinguished
Service in Furthering the Aims and
Ideals of the Veterans of Foreign Wars
of the United States.

Given this *11th* day of *November 2018*



Commander *Harold P. O'Neil*

Adjutant *Eugene Bestor*



Gratefully Acknowledges

Brian Fallen

Director of Parks and Recreation, City of Scranton

*For His Outstanding Efforts
Father's Day Car Show - 2018*

Make a Child Smile, One at a Time



The Arc

Northeastern Pennsylvania

**The Arc
of Northeastern Pennsylvania**

Special Recognition Award

Presented to

Scranton Parks & Recreation

Brian Fallon, Director

**For your outstanding quality of work
and generous commitment of time, energy
and dedication that you have given to The Arc.
You have helped to enhance the lives of children
and adults with intellectual and
developmental disabilities who we serve
and for this we are sincerely appreciative.**

“We Thank You”

June 26, 2018

Dennis Gallagher

311 Pattison Ave Scranton Pa 18504

Professional Profile

- Pipefitter
- Heavy Equipment Operator
- Welding
- General Laborer

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Professional Accomplishments

- Scranton, Department of Public Works Director 2014 to the present.

Work History

Laborer	Interstate Safety Inc., Glenburn Pa.	1981-1984
Pipefitter	Pipefitters Local 524, Scranton Pa.	1985- 2014
Director of Public Works	City of Scranton	2014 -?

Education

12 th Grade	Scranton Technical , Scranton Pa.	1979
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References

References are available upon request.

Carl Robert Graziano

AREAS OF EXPERIENCE:

Police Patrol Procedures

Supervision/Management/Leadership

Search and Seizure Training

Domestic Violence Training

Drug Investigation Training

Certified as expert witness in narcotics in Lackawanna County

Certified in Electronic Surveillance (wiretapping) Chapter 57

Criminal Investigation/Forensics

Policy Development

PROFESSIONAL HIGHLIGHTS:

1992: Graduate of the ACT 120 Program at Lackawanna College

1992 -1998: Patrol Officer with the Scranton Police Department

1998-2002: Narcotic Officer/Criminal Investigator in the Special Investigations Division of the Scranton Police Department

2002-2005: Detective Sergeant and Supervisor of the Scranton Police Special Investigations Division

2005-July 2012: Captain and Patrol Division Commander of the Scranton Police Department.
(Responsible for the day to day operations of the Patrol Division)

January 2012-2016: Adjunct Criminal Justice Instructor at McCann School of Business and Technology (Dickson City)

2015-Present: Part-Time Act 120 Instructor at the Lackawanna College Police Academy

2018-Present: Adjunct Professor of Criminal Justice at the University of Scranton

April 2019-Present: Adjunct Professor of Criminal Justice (Master's Degree Program) Keystone
College

July 2012-Present: Chief of Police Scranton Police Department

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Carl Robert Graziano

Formal Education:

1984 Graduate of West Scranton High School

1992: Graduate Act 120 Law Enforcement Training Program Lackawanna College

2006: Certificate in Criminal Justice Education from the University of Virginia

2006: Graduate of the Federal Bureau of Investigation National Academy in Quantico, Va.

(Police Executive Development Training)

2008: Associate Degree in Criminal Justice from Luzerne County Community College

2012: Bachelor of Science Degree in Criminal Justice from Keystone College

2014: Master's Degree in Criminal Justice from Arizona State University

2016: Graduate School of Police Staff and Command at Northwestern University's Center for
Public Safety

Sample of Law Enforcement Training and Certifications:

Instructor Development Certification

Patrol Procedures

Criminal Investigations

Search and Seizure

Drug Identification/Drug Recognition

Drug field Testing (certified)

Expert Witness in Narcotics (certified)

Undercover Drug Law Enforcement

Drug Enforcement Administration- Basic and Advanced Drug Investigations (graduate)

Electronic Surveillance (wiretapping) Chapter 57 (A-certified)

Leadership/Supervision/Management

Employment Law

Carl Robert Graziano

Incident Command Certifications: ICS 100, 200, 300, 700 & 800

First Aid/Cpr

FBI Academy Police Executive Development Training (National Academy)

Police Executive Development Institute (POLEX) Basic and Advanced (graduate)

Police Command Institute (graduate)

Domestic Violence Investigations Training (police trainer)

Forensics/Crime Scenes

Death Investigations Training

Policy/Procedures Development

Interview and Interrogations

Internal Affairs Investigations

Active Memberships/Associations/Boards

International Association of Chiefs of Police

Pennsylvania Chiefs of Police Association

Northeast Pennsylvania Chiefs of Police Association

Lackawanna County Chiefs of Police Association

FBI National Academy Associates

Keystone College Juvenile Justice Board

Steering Committee Member- "Neighborworks" West Scranton Revitalization

Lackawanna College Perkins Participatory Planning Committee

Lackawanna County Opioid Coalition

Lackawanna County Criminal Justice Advisory Board

West Scranton/Hyde Park Neighborhood Association

North Scranton Neighborhood Association

Carl Robert Graziano

I have been a police officer with the city of Scranton since 1992 holding various positions and ranks within the department with my most current rank being Chief of Police. Since 2002 I have functioned in a supervisory and leadership capacity within the agency. From 2005-2012 I was the Patrol Division Captain and was responsible for the day-to-day operations of the Patrol Division. I am also currently an adjunct criminal justice professor at the University of Scranton and at Keystone College. I am also a part-time ACT 120 instructor at the Lackawanna College Police Academy. I have both participated in and supervised numerous criminal investigations, trained/instructed various law enforcement personnel in drug investigations, search and seizure, policies/procedures, and domestic violence investigations. I am active in several neighborhood associations and boards within the city of Scranton and I am a regular instructor at the Scranton police Department's Citizen Police Academy. In addition, over the past several years I have served on several police entry level and promotional review panels for other law enforcement agencies and have been a contracted subject matter expert for police promotional exam development for the City of Philadelphia. I have provided a sample of the education, training, and certifications I have completed during my law enforcement career. Upon request, I can provide additional information on additional continuing education and career development trainings that I have completed.

Personal and professional references are available upon request.

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ALLEN LUCAS

2722 Birney Ave, Scranton, PA 18505

Summary

Skilled Chief Officer offering proven leadership, problem-solving and team building abilities developed over progressive career. Consistently empower employees to improve performance and maximize customer satisfaction through advanced training and mentoring. Resourceful and forward-thinking Manager steadfast in pursuing opportunities to improve day-to-day operations and performance.

Education and Training

Penn Foster College | Scottsdale, AZ
Associate of Science in Fire Science
06/2016

- *Magna Cum Laude* Graduate

University of Maryland - University College | Hyattsville, MD
Emergency Management

- September 2010 thru May 2011
- Completed 15 credit hours of coursework in Emergency Response Planning, Spanish and Concepts of Emergency Management

University of Scranton | Scranton, PA
Mathematics

- July 1983 thru December 1985
- Completed 27 credit hours of coursework in Computer Science, Psychology and Quantitative Methods

Penn State University | Dunmore, PA
Information Technology, Mathematics

- May 1982 thru May 1983
- Completed 35 credit hours of coursework in IT, Critical Thinking, and Macroeconomics

Pa Dept. of Health | Pittston, PA

- Emergency Medical Technician 1991- present

Experience

City Of Scranton | Scranton, PA

Deputy Fire Chief

12/1991 - Current

- Manage all aspects of staffing, recruitment, interviewing, and selection of potential team members in alignment with station needs
- Develop, revise and oversee the implementation of department rules, goals, procedures and work standards
- Direct the development, preparation and implementation of the Department budget
- Preserve order and discipline among 135 subordinates
- Oversee station efforts to continuously deliver timely and quality responses in the areas of fire, medical, and public safety administration
- Prepare departmental contracts for attorney approval
- Proactively identify and solve complex problems impacting operations management and business direction
- Write scopes, requirements
- Resolve conflicts and negotiated agreements between parties in order to reach win-win solutions to disagreements and clarify misunderstandings
- Write Grant applications resulting in over \$3,000,000 in awards
- Worked with Engineering firm to develop a \$2 million Capital improvement plan to upgrade and improve all 7 fire stations

Fitchburg Coated Products | Moosic, PA

Scheduling Coordinator

09/1986 - 12/1991

- Collaborated with management, sales and engineering to adjust plans and maintain targets
- Assessed current inventories and brought in supplies to keep stock within optimal levels for expected demands
- Documented production volume, materials consumption and quality issues in Microsoft Excel/Word to keep management well-informed and support proactive planning
- Monitored project progress and presented status to leaders to solve productivity issues
- Handled scheduling for \$1.2 million annual revenue-producing company, ensuring that every shift was adequately staffed and shipments were delivered timely
- Monitored workflow and schedules to ensure timely delivery
- Developed effective scheduling processes to achieve production objectives
- Ordered and stocked adequate materials to avoid shortages

North American Manufacturing Company | Scranton, PA

Factory Supervisor

01/1980 - 09/1986

- Began working as an assembly worker
- Promoted to Floor Supervisor in 1985
- Trained, mentored and supported high-performing team, providing regular performance review, feedback and coaching in deficient areas
- Improved processes by identifying slow-downs and collaborating with production teams to resolve

Skills

<ul style="list-style-type: none">• Production Scheduling• Customer Relations• Staff Scheduling• Microsoft Suite Proficiency• Leadership Skills• Buildings Maintenance	<ul style="list-style-type: none">• Data Analytics• Statistical Analysis• Research• Problem Resolution• Time Management• Training and Development
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Core Accomplishments

Directed the emergency management program for the City of Scranton. Managed human resources objectives including hiring, promotion, discharge and other appropriate personnel actions. Analyzed department records and reports to ensure effective and efficient operations. Presented departmental policies, strategies and programs to city administrators as required. Kept abreast of emerging trends in fire service and relevant legislation changes, regulations and policies.

Associations

- Pennsylvania Career Fire Chief's Association Executive Board - Treasurer
- EMS of NEPA Board of Directors
- International Association of Firefighters
- NFPA member

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THOMAS D. OLESKI
1124 Rock Street, Scranton, PA 18504

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Accomplished professional with proven success in operations management, and entrepreneurial endeavors with over 20 years of experience. Verifiable track record for the successful completion of multiple projects exceeding one million dollars during tenure with city government. Tactical in developing partnerships, and building positive rapport with local officials, vendors, and clients while maintaining costs. Versed in contract negotiations, project estimating, building code and regulations, and material purchasing. Hands-on team player experienced managing small and large teams, Self-motivated individual with the proven ability to manage multiple projects simultaneously. Possess excellent communication,

PROFESSIONAL EXPERIENCE:

City of Scranton, Scranton, Pennsylvania; August 2019 – Present

Acting Director / BCQ-Licensing, Inspections, and Permits. Responsibilities included managing the Department of Building Inspection, implementing and enforcing local, state, and federal regulations and controls that govern the design, construction, quality, use, occupancy, and location of buildings and structures within the City of Scranton. Oversee the Department of 18 employees and 3 maintenance employees. Approve time off to effectively maintain adequate staff to operate the department at its highest level. Responsible for all City owned buildings and the maintenance of each. Manage and oversee all the separate divisions within the department such as Rental, Housing Inspectors, Health Department, Signs, Zoning, and Housing Appeals. Review and approve all Permits, review all construction documents for Commercial and Residential properties including Electrical, Mechanical, Plumbing. Approve Contractors Licenses in all fields; Building, Electrical, Plumbing, Mechanical, Home Improvement General contractors and Specialty contractors. Oversee Condemned properties for code violations. Emergency demolition order on properties that are unsafe from fire damage and etc. Meet with developers for new construction within the City. On call 24-7 to assist Police department and Fire department for code violations. Responsible for the overseeing of the payment of all invoices associated with supplies and services dealing with all city owned buildings.

Accomplishments/Achievements:

- Process of all permits within in 1-3 days.
- Issuing Certificate of Occupancy's within 5 days.
- Working with the Mayor's office and City Council regarding blight and permit issues.
- Making myself available to speak with citizens at the counter.
- Having staff meeting with my employees and being available for them.
- Working with all Departments regarding all general and Health & Safety issues.

City of Scranton, Scranton, Pennsylvania; January 2016 – August 2019

Deputy Director / BCQ-Licensing, Inspections, and Permits. Responsibilities included managing the Department of Building Inspection, implementing and enforcing local, state, and federal regulations and controls that govern the design, construction, quality, use, occupancy, and location of buildings and structures within the City of Scranton. On call 24-7 responds to calls after hours from Com Center. Successfully managed multiple (5) housing inspectors with in a reduced budget. Meet with anyone interested in purchasing a condemned property. Organized and maintained electronic copies of all condemned properties. Coordinated bidding process for all demolitions in the city. Coordinated and managed housing appeals. Participated with Police Department and county drug task force on drug raids. Disperses complaints to the housing inspectors and receives written notices from the housing inspectors regarding the complaints.

City of Scranton, Scranton, Pennsylvania; December 2011 – December 2015

OECD Blight and Demolition Specialist, Responsibilities include receiving properties that are ready to be demolished by the Department of Licensing, Inspections, and Permits. Prepare for demolition, with pictures for Historical Preservation, Title Searches, and Asbestos Abatement. Prepare a spec book for bid outs advertisement in newspaper and web site. Bid out title searches and asbestos contractors. Award contract, follow ongoing project with contractor when completed prepare voucher to cut check and pay contractor and file liens on properties that were demolished. Put a Lien on property for demolition costs.

City of Scranton, Scranton, Pennsylvania; November 2006 – December 2011

Deputy Director/ BCO -Licensing, Inspections, and Permits, Responsibilities included managing the Department of Building Inspection, implementing and enforcing local, state, and federal regulations and controls that govern the design, construction, quality, use, occupancy, and location of buildings and structures within the City of Scranton. On call 24-7 responds to calls after hours from Com Center. Successfully managed multiple (5) housing inspectors with in a reduced budget. Meet with anyone interested in purchasing a condemned property. Organized and maintained electronic copies of all condemned properties. Coordinated bidding process for all demolitions in the city. Coordinated and managed housing appeals. Participated with Police Department and county drug task force on drug raids. Disperses complaints to the housing inspectors and receives written notices from the housing inspectors regarding the complaints.

City of Scranton, Scranton, Pennsylvania; June 2005 – November 2006

Supervisor Of Parks and Recreation, Responsible for supervision of all park maintenance employees, day to day operations included planning, prioritizing, and assigning daily agendas. Areas included maintenance services including, landscaping and irrigation of park grounds, athletic fields, medians and rights-of-way; to supervise the work of contractors involved in mowing operation; and to provide assistance to the Park Services Superintendent. Synchronized the management all 37 parks in the City of Scranton, 7 pool complexes. Worked with department health and safety on all regulatory certificates. Coordinated summer job placements for 40 – 50 workers. Managed all outside contractors and vendors. Coordinated Holiday light show. Promoted to Deputy Director after 14 months.

Scranton Housing Authority, Scranton Pennsylvania; August 2003 – June 2005

Maintenance Foreman, Responsible for supervising the general maintenance and repair of 8 multi-unit complexes within city limits. Organize and scheduled maintenance and repair services for all facilities. Provide supervision to skilled tradesmen, helpers, and laborers. Additional duties included prioritizing daily workloads to ensure emergency repairs can be addressed first. All completed work is subject to inspection by licensed inspectors

Bour Mazda, Dunmore, Pennsylvania; June 2001 – August 2003

Server manager Advisor, Initiated automotive services and repairs by ascertaining performance problems and services requested; verifying warranty and service contract coverage; developing estimates; writing repair orders; maintaining customer report and records. Maintained customer rapport by explaining estimates and expected return of vehicle. Direct contact with customers to assess customer's description of symptoms, clarifying description of problems and validating vehicle maintenance records and examining service schedules.

Oleski Auto Repair, Scranton, Pennsylvania; May 1994 – June 2001

Owner/Manager, Responsible for all aspects of the business, day to day operations, staffing, payroll, advertising, facility maintenance, and licensing and all certifications. Provided full service auto repair to all makes and models, certificate in all state inspections and provided roadside assistance. Negotiated all vendor and facility contracts. Added 2 additional technicians in the first 18 months of business. Move to a larger facility after only 4 years in business and hired addition personnel Increased client base since inception by minimum of 10 percent yearly.

EDUCATION / CERTIFICATIONS

Scranton Technical School GED (1980)

Pennsylvania State Inspection Licensed

Mazda Master Technician

Pennsylvania Construction Code Academy - BCO (Building Code Official)

Community Development Block Grant Training

Underwriting Training

Home Program Training 2013

Emergency Solution Grant Training 2013

HUD Consolidated Training

References available upon request

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EDUCATION

Seton Hall University School of Law, Newark, NJ

Juris Doctor, *cum laude*, 2015

GPA: 3.73 Class Rank: 20/147 Top 13%

Honors: Scholarship and Leadership Graduation Award; Dorothy Day Scholar; Eugene Gressman Moot Court Competition (Quarterfinalist); Law School Dean Search Committee 2014-2015

Journal: *Seton Hall Law Review*, Editor-in-Chief, Vol. 45OFFICE OF CITY
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The University of Scranton, Scranton, PA

Bachelor of Arts, *cum laude*, and with Honors, in History, 2012 Minors: Philosophy and Political Science

GPA: 3.62/4.00

Honors: Dean's List (6 Semesters); Honors Program; Library Award for Best Undergraduate Research 2011-2012; Phi Alpha Theta National History Honor Society; Pi Sigma Alpha National Political Science Honor Society

EXPERIENCE

McCarter & English, LLP

Newark, NJ

Associate, Commercial Litigation and Bankruptcy

September 2017-January 2020

- Experience in all aspects of complex commercial litigation in both state and federal courts, including trials; taking and defending depositions; and drafting and arguing dispositive motions
- Extensive *pro bono* involvement in addressing housing issues in Newark and assisting tenants facing evictions

The Honorable Katharine S. Hayden, District Judge
United States District Court for the District of New Jersey,
Judicial Law Clerk, September 2016-September 2017

Newark, NJ

- Drafted and edited judicial opinions in complex civil matters
- Day-to-day case management of civil cases
- Preparation for civil motions and trials and criminal matters

The Honorable Jaynee LaVecchia, Supreme Court of New Jersey
Judicial Law Clerk, August 2015-August 2016

Morristown, NJ

- Drafted and edited judicial opinions on a variety of civil and criminal issues
- Prepared extensive memorandum and recommendations to the court

Day Pitney, LLP

Parsippany, NJ

Summer Associate, Summer 2014

AT&T

Bedminster, NJ

Legal Intern, Summer 2013

Seton Hall University School of Law
Research Assistant, 2013-2015

Newark, NJ

Cooper's Seafood House

Scranton, PA

Server, 2006-2012

PATRICK J. SHERIDAN, CPA
106 Stone Ridge Circle
Clarks Summit, PA 18411-8714

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SUMMARY

Experienced manager with over 20 years of progressive experience in financial and general management. Results focused leader. Track record of success managing in high growth and private equity based companies at executive level.

Goal – To contribute to the success of a progressive organization. Apply skills and experience in a senior financial management role with diverse responsibilities. Work in a collaborative environment with a team of committed individuals.

EXPERIENCE

TIMES SHAMROCK COMMUNICATIONS, INC., Scranton, PA

11/2010 – 6/2015

VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

Joined Times Shamrock at retirement of the prior CFO

Times Shamrock is a publishing and communications company made up of about 25 entities, 1,000 employees

Established new Banking Relationship for the Family of Companies, post 2009 Recession

Goal to reduce the leverage of the company as a result of the Recession of 2008/2009

Leverage improved from 4 times to 1.5 times cash flow

Managing the financial planning, financial reporting and financial management of all the 20 plus companies

Improved and implemented the usage of new financial software used by the company

Coordinated the Financial aspects of acquiring two new companies to the family of Times Shamrock Companies.

Completed the sale of ten (10), yes 10 of the companies from the family of companies in a one-year period.

AFL PRINTING, INC. Voorhees, NJ

8/2008 – 8/2009

INTERIM CHIEF FINANCIAL OFFICER (on behalf of Private Equity Investors)

Provide financial direction and management for this \$60 million dollar printing company. Acquired by Private Equity

Creating internal and external financial reporting processes and controls moving from closely held to private equity.

Managing the financial planning for the various aspects of the company

Implementing ERP system for both manufacturing and finance. (MAS 500 financial & Technique for operations)

Establishing internal control and responsible for the board of directors' interaction relating to financial activities

BUZZY, INC., Kulpmont, PA

8/2007 – 5/2008

INTERIM CHIEF FINANCIAL OFFICER (on behalf of Private Equity Investors)

Company acquired by Private Equity firm and financial management was needed at this closely held company.

Provide financial direction and management for this \$10 million dollar Manufacturing company.

Creating internal and external financial reporting processes and controls moving from closely held to private equity.

Managing the financial planning for the various aspects of the company

Improve the use of the Peachtree Financial System to include billing and costing.

CPG INTERNATIONAL, INC., Scranton, PA (ACQUIRED SANTANA PRODUCTS below)

12/2004 – 8/2007

VICE PRESIDENT & CORPORATE CONTROLLER

Managed corporate financial operations for this \$350 million manufacturing operation

Managing the financial due diligence aspects of two acquisitions

Managed the financial aspects of the implementation of ERP system (SAP Business One)

Improved financial reporting from a closely held company to a public company.

Implemented cost accounting systems.

SANTANA PRODUCTS, INC. Scranton, PA (ACQUIRED BY CPG, INTERNATIONAL, INC. above)

VICE PRESIDENT and C.F.O.

Provided financial management for \$35million private equity backed manufacturing company

Established CFO and Human Resource functions at company, hired HR manager

Created internal financial controls, financial reporting and enhanced ERP system utilization

Provided financial direction and established budgeting and cost management processes
 Directed implementation of employee management standards and guidelines.
 Ensured compliance with local, state and federal laws, labor and business practices
 Directly responsible for external relationship with financial institutions, auditors and tax authority
 Managed the financial aspects of the acquisition and sales of the organization to competing firm

UNITED STEEL MANUFACTURING COMPANY

1999 - 2003

CHIEF FINANCIAL OFFICER

Provide financial direction as chief financial officer for a 500-person manufacturing company
 Established a functioning Finance and Accounting department with new cost accounting function
 Completed implementation of computerized ERP system (J D Edwards)
 Established internal accounting and audit controls
 Created monthly reporting package and directed development of new budgeting process

CTS, Corp., ANEMOSTAT PRODUCTS DIVISION, Scranton, PA

1995 - 1999

VICE PRESIDENT & G.M.

Full P&L responsibility - accomplished a turnaround to profitability for a company *not profitable for 6 years*
 Selected and implemented enterprise wide manufacturing and finance system, (Visual Manufacturing).
 Recruited entire management team (Marketing, HR, Operations, Accounting, Engineering) to operate the company.
 Directed activities and guided career development for staff of 220 people.
 Completed three-year contract with local union.
 Improved operations from 35% "on time" delivery to over 95% "on time" delivery, while increasing revenue by 25%.
VICE PRESIDENT AND CHIEF FINANCIAL OFFICER (promoted)

PHARMAKON RESEARCH INTERNATIONAL, INC. Waverly, PA

1988 - 1992

SENIOR VICE PRESIDENT & C.O.O.

Produced and implemented strategic growth plan responsible for doubling of revenues in three years.
 Computerized financial system for the company using JD Edwards Software package.
 Orchestrated the creation of a new brochure and other marketing materials.
 Directed activities and guided career development for staff of 70 people through responsibility for Human Resources.
 Improved fringe benefit packages while maintaining costs through evaluation and negotiation.
 Negotiated and monitored all banking transactions.
VICE PRESIDENT AND CHIEF FINANCIAL OFFICER (promoted)
CHIEF FINANCIAL OFFICER (promoted)

CONNAUGHT LABORATORIES, INC., Swiftwater, PA

1979 - 1988

CONTROLLER AND TREASURER

Responsible for all financial activities of this Vaccine Manufacturer, while growing from \$5 to \$100 million.
 Implemented the JD Edwards software package along with costing based on MRP II, achieving Class A status.
 Saved company over \$6 million by re-negotiation of Royalty Agreement.
 Managed insurance portfolio for the company during period of significant turmoil in industry risk.
 Directed activities and guided career development for staff of 35 people.
 Assisted in the development and negotiation of the company fringe benefit packages.
 Negotiated and monitored all banking and investment transactions (\$30 million investment portfolio).
 Supervised the preparation of comprehensive monthly/quarterly financial and operating statements.
CONTROLLER AND CORPORATE SECRETARY (promoted)
CONTROLLER AND ASSISTANT SECRETARY (promoted)
CONTROLLER (promoted)
MANAGER OF FINANCE (promoted)

COOPERS & LYBRAND, Binghamton, NY
SENIOR STAFF ACCOUNTANT, CPA

1977 - 1979

Serviced a variety of manufacturing, health care and service clients in both audit and tax.
Focused on audit from planning through issuance of statements and tax returns (as required)

EDUCATION

THE WHARTON SCHOOL, University of Pennsylvania
Master of Business Administration (MBA), Finance

Philadelphia, PA
May, 1993

THE UNIVERSITY OF SCRANTON
Bachelor of Science, Accounting

Scranton, PA.
1976

THE PENNSYLVANIA STATE UNIVERSITY
A D Business

Scranton, PA.
1971

THE WHARTON SCHOOL, University of Pennsylvania
Effective Executive Program

Philadelphia, PA
1987

PROFESSIONAL LICENSE --

CPA, State of Pennsylvania

1979

SERIES 7, 65; Genworth Financial Services Registered Representative

2004 - Present

UNITED STATES NAVY (18 countries visited in two years)

1971 - 1973

OTHER

PENN STATE UNIVERSITY, Worthington Scranton Campus
INSTRUCTOR, ACCOUNTING, BUSINESS MANAGEMENT AND FINANCE
Serves as an adjunct instructor in the Accounting, Management and Finance Dept.

1995-Present

THE COUNTRY CLUB OF SCRANTON, Clarks Summit, PA
Finance Committee, member and past Chair
Serves as member of the Finance Committee of The Country Club of Scranton

2015-Present

PENN STATE UNIVERSITY, Worthington Scranton Campus
CHAIRMAN, CAMPUS ADVISORY BOARD 2005 - 2007
CHAIR DEVELOPMENT COMMITTEE 2003 - 2019
COMMENCEMENT SPEAKER 2006

PRESIDENT, FRIENDLY SONS OF ST. PATRICK OF LACKAWANNA COUNTY, PA
Elected 95th President of 1200 person Annual Dinner. Organization was Founded in 1908, organizations mission is to provide scholarship to students studying in Ireland.

COMMUNITY

Member of the St. Patrick's Parish Finance Council, 1994-2005
Served on local boards of the United Way, St. Francis Kitchen and the Rotary Club of the Abingtons
Awarded Paul Harris Fellow, Rotary Club of the Abingtons, Clarks Summit, PA

INTERESTS

Travel, Community Activities, sailing and golf

RECEIVED

FEB 07 2020

Frank J. Swietnicki

OFFICE OF CITY
COUNCIL/CITY CLERK

708 O'Hara Street, Scranton, PA 18505

DIRECTOR OF INFORMATION TECHNOLOGY • NETWORK AND SYSTEMS ADMINISTRATOR

SUMMARY

Information Technology Professional with strong management, interpersonal and communication skills, a diverse technology skill set and experience supporting sophisticated clients. Effective at handling unique end user and organizational needs without sacrificing time or attention to detail.

TECHNOLOGY SKILL SET

- Enterprise Information Technology Management, Planning and Budgeting
- Network and Systems Administration
- Server Virtualization
- Disaster Recovery Planning and Implementation
- Remote Access/Mobility
- SAN Management
- Project Management
- Staff and End User Training
- Procurement
- Access Control/Security/CCTV Systems Management, Design and Implementation
- Network Planning and Implementation
- Workstation Standardization

PROFESSIONAL EXPERIENCE

City of Scranton Municipal Government - Scranton, PA

2007 – Present

Director of Information Technology

- Provide technical advice to City of Scranton Executive Administration: including Mayor, Chief of Police, Fire Department Chief, Human Resources Director and Business Administrator.
- Plan, assign and coordinate work to be completed by Department of Information Technology staff and inter-departmental work in support of information technology projects and initiatives.
- Implemented email archiving to meet PA Right to Know law requirements.
- Coordinate data sharing with local agencies to achieve improved workflows for public safety staff.
- Manage the organization structure and personnel requirements to administer a 600 node user base.
- Investigate and implement new technologies and initiatives including: CCTV and Access Control Systems, Mobile Data Terminals in first response and emergency management vehicles, CCTV video wall, Police and Fire records management systems and City wide financial management system.
- Develop short and long term budgetary requirements based on current and future projects, while maintaining cost analysis of operating expenses.
- Review and monitor system performance and investigate abnormalities across the organization.
- Manage all data, telecommunications, security and electronic records systems.
- Centralized technology purchases to better utilize PA state contracts and volume pricing.
- Negotiated Scranton's 2015 cable TV franchise agreement with Comcast.
- Created acceptable usage policy for Scranton's technology platform in conjunction with City Solicitor.
- Designed and managed the installation, expansion and adaptation to usage needs of structured cabling in multiple new and historic buildings.
- Managed the migration of diverse CCTV systems into one homogenous system.
- Serve as staff photographer.
- Manage the content and organization of scrantonpa.gov and the creation of all official City advertisements, both digital and print.

2006 – 2007

Network and Systems Administrator

- Configured, installed and administered all servers and network hardware.
- Implemented Blackberry Professional Software and MS Exchange ActiveSync to support mobile devices.
- Introduced virtualization to combat server sprawl and realize achievable disaster recovery.
- Introduced workstation standardization and cloning to reduce deployment and maintenance times.
- Configured terminal services for several enterprise applications to enable remote usage and reduce complexity levels of workstation builds.
- Designed wireless network for Scranton's public safety CCTV system.
- Planned and implemented all server upgrades to modern platforms.
- Managed the migration of several applications from local servers to cloud based solutions.

Frank J. Swietnicki

-
- Updated WAN between all major buildings, both hardware and connectivity. Added several remote buildings to the WAN using hardware based VPNs. 2005 - 2006
 - Support Specialist
 - Troubleshot hardware and software issues on workstations, printers and other network attached devices.
 - Performed computer systems security support functions.
 - Implemented helpdesk procedures.
 - Benco Dental - Wilkes-Barre, PA 2005
 - Helpdesk Specialist
 - Provided technical advice and assistance to local and remote users.
 - RCN Telecom Services LLC. - Wilkes-Barre, PA 2005
 - Customer Service - Cable TV and Telephone
 - Provided cable TV and telephone service support to RCN customers as part of the RCN call center team.
 - Algorithmics US Inc. (Collateral Division) - Mount Laurel, NJ 2000 - 2004
 - Network and Systems Administrator/Analyst
 - Administered, installed and maintained all local servers and workstations.
 - Provided helpdesk support for all employees in the Mount Laurel office.
 - Implemented unified login for Oracle 8i/Win 2k and Sybase ASE 12.5 /Win NT.
 - Coordinated and managed a complete office move during the summer of 2001. Was responsible for every aspect of the move including space leasing/design/construction, fixture movement/purchasing, communications movement, phone system upgrade/installation, server and workstation movement/installation, and network hardware movement/installation.
 - Served as procurement agent for all network/printing/telephone/server/pc hardware and software.
 - Sentry Financial Systems LLC. - Mount Laurel, NJ 2000
 - Analyst/Technical Writer
 - Developed versions one and two of the user manual for Sentry, the company's enterprise collateral management solution.
 - Provided quality assurance and client support.

CERTIFICATIONS

- Microsoft Windows Server 2003
 - MCSE - Microsoft Certified Systems Engineer: Security and Messaging
 - MCSA - Microsoft Certified Systems Administrator: Security and Messaging
- Microsoft Windows Server 2000
 - MCSA - Microsoft Certified Systems Administrator: Messaging
- Microsoft Exchange Server 2007
 - MCTS - Microsoft Certified Technology Specialist
- SonicWALL Sonic OS
 - CSSA - Certified SonicWALL Security Administrator

EDUCATION

- University of Pennsylvania - Philadelphia, PA
 - Bachelor of Arts - 2000

RECEIVED

FEB 07 2020

Mary-Pat Ward

Education

OFFICE OF CITY
COUNCIL/CITY CLERK

University of Scranton, Scranton, PA
Non Profit Leadership Cohort, 2019 - Current

McCann School of Business and Technology, Scranton, PA
Specialized Associated Degree in Paralegal Studies, 2007
Salutatorian, *summa cum laude*

Penn State University, Hazleton, PA
Major: Early Childhood Education
Minor: Theater
2000-2002

Wallenpaupack Area High School
High School Diploma, 2000

Experience

City of Scranton, Scranton, PA
Executive Director, Office of Economic and Community Development (OECD),
2019 - Current

As Executive Director of OECD my responsibilities include supervising eight employees; coordinating and facilitating HUD funding - Community Development Block Grant, Emergency Solutions Grant, and the HOME Investment Partnership Program by planning, reporting, and auditing the grants and Sub-Grantees with my staff.

Economic Development - Plans, organizes, and implements economic development opportunities by performing a variety of administrative and technical tasks; represents and coordinates with the development community - from businesses to other local, regional, and state agencies.

Community Development - Develops and maintains philanthropic relationships with community agencies and foundations; provides guidance and resources to residents and public service agencies; educates and trains the community regarding socio-economic challenges and solutions.

City of Scranton, Scranton, PA
Coordinator for Boards, Commissions, and Authorities, 2016-Current
Confidential Secretary for Solicitor and filling in down in the Mayor's Office,
2016-2019

As a Coordinator responsibilities included coordinating the following boards, commissions, and authorities: Scranton Redevelopment Authority, Civil Service Commission, Shade Tree Commission, Historical Architecture Review Board, Human Relations Commission, Mayor's Commission on Disabilities, Scranton Parking Authority, and Housing Appeals Board.

Coordination included everything from scheduling meetings with board members, taking minutes, correspondence, putting on events, applying for grants, working with City Council, press releases, speaking and working with local newspapers and television, and maintaining a permanent filing system amongst other administrative tasks.

As a Confidential Secretary responsibilities included: scheduling for the Solicitor and Mayor; maintaining the City calendar on website; collaboration with various City departments; received complaints and requests by City residents; file management; and drafting documents including pleadings and correspondence; notarizing.

Barbara J. Hart Justice Center, a project of the Women's Resource Center, Scranton, PA
Legal Assistant, July 2007- December 2015

Responsibilities included scheduling appointments and new referrals; updating tickler system; file management; drafting documents including pleadings; correspondence and subpoenas; referrals for women to resources in Lackawanna and Susquehanna Counties; grant reporting on a monthly and bi-yearly basis to Department of Justice and Pennsylvania Coalition of Domestic Violence; office management including ordering supplies; upkeep of office equipment and everyday operations of a non-profit law firm; legal advocacy and accompaniment to Court for program participants.

Affiliations

New Vintage Ensemble
Member, 2020

Scranton Municipal Complete Count Committee
Executive Director, 2019 - Current

Lackawanna County Housing Coalition
Member, 2019 - Current

Metro Action, Greater Scranton Chamber of Commerce
Board Member, 2019 - Current

West Scranton Plan Steering Committee
Member, 2019 - Current

Penns Northeast, NEPA Alliance
Board Member, 2019 - Current

Scranton/Wilkes-Barre Roller Derby
Non-Skating Official, 2018-Current

Pennsylvania Association of Notaries
Member, 2015-2019

Catherine McAuley Center
Board of Directors, 2012-2019
Program Effectiveness Committee Chair, 2015-2019

Volunteer Activities

Izzy's Sweets Bake Sale

Non-Profit, 100% of the proceeds are donated to organizations that help children in need

Co-Founder, 2015-Current

TedxScranton

Volunteer, 2020

Scranton Fringe Festival

Volunteer, 2016- Current

St. Ann's Basilica

3rd Grade CCD Teacher, 2014- 2018

Make-A-Wish Foundation

Volunteer, 2017

Parent Teacher Association (PTA)

Homeroom Mom, 2009-2015

References Available Upon Request.

RESOLUTION NO. _____

2020

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LOAN AGREEMENT AND MAKE A LOAN FROM THE ECONOMIC DEVELOPMENT ADMINISTRATION-REVOLVING LOAN PROGRAM, PROJECT NUMBER 009.500.5, IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND AND 00/00 DOLLARS (\$30,000.00) TO RITZ HOSPITALITY, LLC TO ASSIST IN AN ELIGIBLE PROJECT.

WHEREAS, the City of Scranton Office of Economic and Community Development has available Program Funds from Project Number 009.500.5, Economic Development Administration Revolving Loan Fund Program (EDA Loan Program), to assist a business within the City of Scranton for the purpose of job creation for low and moderate income persons; and

WHEREAS, the City of Scranton seeks to provide a loan utilizing funds in Project No.009.500.5 EDA Loan Program in an amount not to exceed Thirty Thousand and 00/00 Dollars (\$30,000.00) to be used for the purchase of equipment and as working capital for the operation of a commercial food service business located at 222 Wyoming Avenue, Scranton, PA. The loan funds shall be distributed to Ritz Hospitality, LLC.

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 loan agreement substantially in the form of attached as Exhibit 'A', and other required documents as needed, and to disburse loan funds from Project No. 009.500.5 EDA Loan Program in an amount not to exceed Thirty Thousand and 00/00 Dollars (\$30,000.00) for said loan to Ritz Hospitality, LLC, a Pennsylvania limited liability company with its principal place of business at 222 Wyoming Avenue Scranton PA 18503.

SECTION 1. A disbursement of these funds is conditioned upon full execution of the attached Loan Agreement.

SECTION 2. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such

decisions 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 interest 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 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.

Legislative Cover Sheet - Scranton City Council

Legislation authorizing the approval of a \$30,000 10 year EDA-RLF Loan at 3.57% APR to – Ritz Hospitality, LLC DBA Black Box Café, guarantors Michael and Sheri Melcher, Newfoundland, PA, for the purchase of equipment and fixtures to enhance food service at the Ritz Theatre at 222 Wyoming Avenue

What Department is this legislation originating from? Where did the initiative for this legislation originate?

OECD originated the legislation as part of the process for granting loans to qualified business applicants under the City of Scranton's approved US Department of Commerce, Economic Development Administration Revolving Loan Fund Program. Scranton City Council acts as the Loan Administration Board and makes the final loan decision.

Summary and Facts of the legislation

Ritz Hospitality, LLC DBA Black Box Café has applied for and met all requirements outlined in the application; the activity meets the requirements of job creation; and is in accordance with financing policies and targeting and loan selection criteria. Ritz Hospitality, LLC DBA Black Box Café is the in-house food service provider to the Ritz Theatre and the Creative and Performing Arts Academy, an organization formed to provide quality education in creative and performing arts and featuring summer camps for area youth. The loan is recommended for approval by OECD's Internal Loan Committee.

Purpose – please include the following in the explanation:

What does the legislation do-what are the specific goals/tasks the legislation seek to accomplish

The legislation serves as the final approval mechanism to fund a \$30,000 equipment loan to this central city business in order to facilitate job creation in the city.

What are the benefits of doing this/Down-side of doing this?

The action uses available US Department of Commerce granted funds to facilitate business and job creation in Downtown Scranton. The downside is the assumed risk of loan default.

How does this legislation relate to the City's Vision/Mission/Priorities?

Both downtown revitalization and job creation are prioritized within current City plans.

Financial Impact - please include the following in the explanation:

Cost (initial and ongoing) - \$30,000 using available federally to be repaid and re-utilized

Benefits – Facilitates business and creates a taxable job and potentially taxable business income

Funding Sources – Grant from US Department of Commerce - Economic Development Administration

Priority Status/Deadlines – OECD would prefer to fund this loan in 2019

Why should the Council unanimously support this legislation?

The loan request meets the criteria for our EDA-RLF Program and benefits the local economy.

Include any other pertinent details and/or relevant information that the Council should be aware of:

This loan funds 30% of the total \$100,000 investment. MetroAction has funded \$36,000 (36%) and the borrowers have invested \$34,000 (34%) of their own funds into the project.



January 10, 2020

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

Re: Resolution
City of Scranton, EDA-RLF Loan – Ritz Hospitality

Dear Attorney Eskra:

The City of Scranton, specifically OECD, is requesting approval to move forward with an EDA-RLF Loan regarding the above referenced matter.

OECD is requesting that you review the attached Resolution and submit it to City Council for approval along with the Legislative Cover Sheet requested by Council.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mary-Pat Ward".

Mary-Pat Ward
Executive Director

/mpw



Office of Economic and
Community Development

INTERNAL APPROVAL

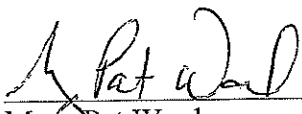
November 27, 2019

Ritz Hospitality LLC, DBA Black Box Café, a local company that provides a public restaurant and catering services within the Creative and Performing Arts Academy and guarantors Michael and Sheri Melcher of Newfoundland, PA have completed the City of Scranton's Economic Development Administration Revolving Loan Fund Program Application. Based on review of the Office of Economic and Community Development (OECD) EDA Loan Committee, the applicant has met all requirements outlined in the application.

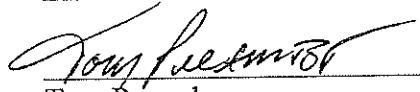
OECD has checked for any delinquencies in property & BP taxes of all parties. No delinquencies were identified.

As of this date, the OECD Loan/Grant Committee approves the above requested EDA – RLF Loan in an amount not to exceed \$30,000.00 at a rate of Three and Fifty-Seven One Hundredths per annum (3.57%) for a term of ten (10) years.

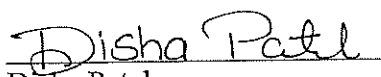
This loan is eligible for funding under the City of Scranton Office of Economic and Community Development's Five Year Revolving Loan Fund Plan as approved by the United States Department of Commerce Economic Development Administration. The activity is designed to create permanent jobs within Scranton.


Mary-Pat Ward
Executive Director

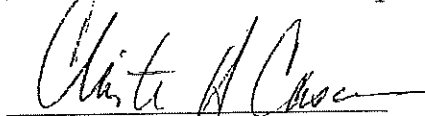
11/27/19
Date


Tom Preambo
Deputy Director

11/27/19
Date


Disha Patel
Director of Finance and Compliance

11/27/19
Date


Chris Casciano
Equal Opportunity Specialist

11/27/19
Date



Office of Economic and
Community Development

INTERNAL APPROVAL

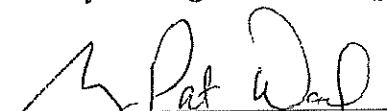
August 21, 2019,

Ritz Hospitality LLC, a local company that provides a public restaurant and catering services within the Creative and Performing Arts Academy and guarantors Michael and Sheri Melcher of Newfoundland, PA have completed the City of Scranton's Economic Development Administration Revolving Loan Fund Program Application. Based on review of the Office of Economic and Community Development (OECD) EDA Loan Committee, the applicant has met all requirements outlined in the application.

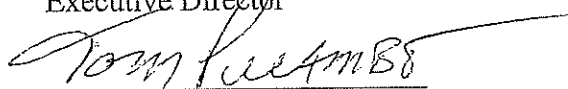
OECD has checked for any delinquencies in property & BP taxes of all parties. No delinquencies were identified.

As of this date, the OECD Loan/Grant Committee approves the above requested Loan to Grant in an amount not to exceed \$30,000.00 at a rate of four per cent per annum (4.00%) for a term of ten (10) years.

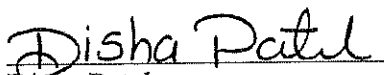
This loan is eligible for funding under the City of Scranton Office of Economic and Community Development's Five Year Revolving Loan Fund Plan as approved by the United States Department of Commerce Economic Development Administration. The activity is designed to create permanent jobs within Scranton.


Mary-Pat Ward
Executive Director

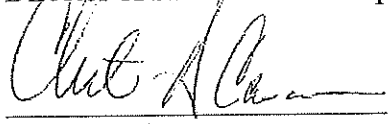
8/21/19
Date


Tom Preambo
Deputy Director

8/21/19
Date


Disha Patel
Director of Finance and Compliance

8/21/19
Date


Chris Casciano
Equal Opportunity Specialist

8/21/19
Date

**LOAN AGREEMENT UNDER
ECONOMIC DEVELOPMENT ADMINISTRATION REVOLVING
LOAN FUND
LOAN PROGRAM OF THE CITY OF SCRANTON
BETWEEN THE CITY OF SCRANTON AND
Ritz Hospitality, LLC DBA Black Box Café**

This Economic Development Administration Revolving Loan Fund Loan Agreement (hereinafter referred to as the "Loan Agreement") is entered into as of the__day of _____, 20__, by and between THE CITY OF SCRANTON by and through the OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT(hereinafter erred to as the "City"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 N. Washington Avenue, Scranton, Pennsylvania 18503, and Ritz Hospitality, LLC, DBA Black Box Café, a Pennsylvania limited liability company with its principal place of business located at 222 Wyoming Avenue, Scranton, PA 18503 (hereinafter referred to as the "Borrower").

WITNESSETH

WHEREAS, the Borrower seeks to use the Loan to assist in the acquisition of equipment, furniture and fixtures, to conduct commercial business at 222 Wyoming Avenue, Scranton, PA 18503 (the "Project") (such Project also referred to herein as the "Property"); and

WHEREAS, the Borrower requests financing at lower than conventional rates in order to create a viable business within the City; and

WHEREAS, the Project (as hereinafter defined) will result in the Creation of new job(s) at the Project Site; and

WHEREAS, the Borrower has made application to the City (the "Application") for a loan under the program known as the Economic Development Administration Revolving Loan Fund Loan Program in the amount of Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, City herein agrees to provide financing under the Economic Development Administration Revolving Loan Fund Loan Program by making a loan to the Borrower in the amount of Thirty Thousand Dollars (\$30,000.00); hereinafter referred to as (the "Loan"); and

WHEREAS, there are funds available from the Economic Development Administration Revolving Loan Fund Loan Program to make such a loan; and

WHEREAS, the parties wish to herein provide for terms and conditions of repayment of the Loan and designate the uses to which the Loan proceeds may be applied.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

INCORPORATION OF RECITALS AND EXHIBITS AND
ACKNOWLEDGMENT OF REGULATIONS.

The foregoing recitals and all attachments and exhibits, if any, attached to is Loan Agreement are incorporated by reference

into and made a part of this Loan Agreement. The Borrower acknowledges knowledge of and understanding of all applicable regulations and laws concerning its borrowing of funds from the Economic Development Administration Revolving Loan Fund Loan Program and agrees to comply with all such applicable regulations and laws, including, but not limited to, those contained in 13 CFR part 316.1, 316.3, 316.7, 316.8, 316.15 and 317.

DESCRIPTION OF PROJECT.

The Loan proceeds will be used by the Borrower only for the purchase of Equipment, furniture, and fixtures, for the operation of the Borrower's business located within the Project Site (hereinafter referred to as the Project"). The Loan proceeds cannot be used for any other purpose without the prior written consent of the City of Scranton, Office of Economic and Community Development.

THE LOAN

Economic Development Administration Revolving Loan Fund Loan The City shall make a Loan to the Borrower in the amount of Thirty Thousand Dollars (\$30,000.00), with interest at the fixed rate of Three and Fifty-Seven One Hundredths per cent (3.57%) per annum, which shall be advanced to Borrower as specified in this Loan Agreement.

Availability of Economic Development Administration Revolving Loan Fund Loan The City of Scranton, by Notice of Award of Grant, and passage of Resolution No. ___ on ___ day of ___, 20___, approved making the Loan to the Borrower.

Terms for Repayment of the Economic Development

Administration**Revolving Loan Fund Loan** The Loan shall be evidenced by the Borrower's note (the "Note"), as of the day of Closing, in the principal amount of Thirty Thousand Dollars (\$30,000.00), containing the terms and conditions of payment set therein. Commencing thirty (30) days after the date of the Closing, the Borrower shall make its initial loan payment of Two Hundred Ninety-Seven and Sixty-Four Cents (\$297.64), and continue making such payments thereafter on the same day of each subsequent month, for a total of one hundred and twenty (120) months. The entire principal balance of the loan, as well as any interest accrued thereon, shall be paid in full by Borrower on or prior to one hundred and twenty (120) months after the execution of the Loan Agreement. There shall be no penalty for prepayment the principal balance of the Loan.

Disbursement of Proceeds The proceeds of the Loan shall be disbursed at Closing, to or for the benefit of the Borrower, and as directed by the Borrower.

HIRING COMMITMENTS

Creation of New Jobs As an absolute condition of the Loan, Borrower agrees to create, within six (6) months from the date of this Loan Agreement, at least one (1) new, full-time equivalent, permanent job at the Project Site as a direct result of the Project financed by the Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement as **ATTACHMENT "A"**, the terms of which are

incorporated herein by reference, as though set forth at length. Borrower agrees to ensure that at least fifty-one (51%) percent of the job described in the ATTACHMENT "A" will be held by or made available to low and moderate income persons as defined in 24 CFR 570.3.

Borrower agrees promptly to collect from its employees and prospective employees the reasonable and necessary data required by EDA for the City's Office of Economic and Community Development to monitor and verify compliance with the job creation requirement. Borrower shall turn such data over to City's Office of Economic and Community Development in timely manner.

Hiring Verification Procedure.

Contemporaneously with the execution of this Agreement, Borrower will provide City with a certified statement which itemizes the names, positions and non-overtime hours actually worked by each of its direct employees during the pay period immediately preceding the date of execution of this agreement.

Hiring Commitment Fulfillment.

City shall consider Borrower to have fulfilled the hiring commitment if the Borrower reports quarterly, beginning with the date of this Loan Agreement, to the City any new positions created within the six (6) month time period and the Borrower has presented to City a sworn statement which itemizes each position created.

Penalties for Failure to Meet Hiring Commitments.

If, upon the sixth month anniversary of the date of this Agreement, Borrower has failed to fulfill the job creation requirements described in this section, City at its option may do any or all of the following:

- 1) Declare the Borrower in default and demand a repayment of the principal amount of the Loans equal to the balance outstanding on the Loans within thirty (30) days from the date of demand;
- 2) Require Borrower to pay within thirty (30) days of demand to City any penalty or recapture levied upon City by EDA which is based upon Borrower's failure to fulfill the hiring commitments.

DATE OF CLOSING. The closing of the Loan shall take place at the offices of the City of Scranton, Office of Economic and Community Development, City Hall, 340 North Washington Avenue, First Floor, Scranton, Pennsylvania 18503, on such date as the City and Borrower shall agree (the "Closing").

SECURITY. The Loan shall be secured, and repayment guaranteed, by the following: Loan Agreement, the Note; a Security Agreement granting a lien on all of the Borrower's equipment, furniture, fixtures, and inventory and an absolute, unconditional and irrevocable personal guaranty of repayment by Michal Melcher and Sheri Melcher, in a form satisfactory to the City.

CONDITIONS. Funding of the Loan will be subject to the Borrower fulfilling the following conditions to the reasonable satisfaction of the City:

Execution and delivery by the Borrower of the Loan Agreement, Note, Security Agreement, Guaranty Agreement as well as such additional documents, security agreements, financing statements and other instruments, as the CITY may reasonably require collectively, the "Loan Documents";

The Borrower shall deliver to the CITY at Closing an opinion of its counsel, in form reasonably acceptable to the CITY as to good standing, authorization, the perfection of the CITY's lien in any real or personal property with respect to which the CITY is given a security interest or mortgage, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigation, and, except as previously disclosed herein, compliance with all existing material agreements and such other matters as the CITY may reasonably require; and

The Borrower shall provide to the CITY a copy of a valid lease evidencing the Borrower's right to possession of and to occupy the Property.

The Borrower shall provide to the CITY confirmation that the insurance policies required by the Loan Documents are in effect.

The parties hereto acknowledge that funds cannot be disbursed until completion by the City of all requirements necessary for the City to make the Loan have been satisfied.

COVENANTS. The Borrower covenants and agrees with the City that long as any portion of the Loan remains outstanding and unpaid the Borrower shall:

Pay promptly when due all installments due at the time and in the manner specified in the Note and pay all other sums of every nature and kind comprising part of the Loan in the manner and at the times required by this Loan Agreement and the Note.

Keep, perform, and comply with all covenants, terms, and conditions this Loan Agreement;

As applicable, maintain all material franchises, licenses, permits and authorizations required for the operation of its business located at the Project Site, and operate its business in compliance with the same and in accordance and in compliance with statutes, ordinances and regulations applicable to such operation;

Maintain the Property at the Project Site in good order and condition, make, or cause to be made, all repairs, replacements and renewals necessary for the proper maintenance and operation of the same, and admit authorized representatives of the City to inspect the same at reasonable times in the presence of authorized representatives of the Borrower, and upon providing reasonable prior notice to the Borrower;

Maintain with respect to the Property and/or Project Site:

- 1) property insurance and public liability insurance and such other types of insurance that the CITY may reasonably

require, with insurance companies reasonably satisfactory to the CITY and in such amounts and against such risks as are customarily insured by similar entities;

2) Keep all insurance in full force and effect and pay all premiums therefore and deliver copies of certificates of insurance to the CITY with the interest of the CITY in all insured property covered under a standard loss payable clause; as appropriate, the policies in all cases to provide for not less than ten days prior written notice to the CITY of any intended cancellation;

3) Act prudently and in accordance with customary industry standards managing and operating the Project;

4) Pay or cause to be paid promptly when due all applicable taxes, rental fees, and other municipal assessments, rentals, and charges of every nature and kind at any time levied and imposed on the Business or Property, as well as all debts, obligations, and claims of every nature and kind which, if unpaid, might or could become a lien or charge upon the Business or Property, unless the validity thereof is being contested in good faith by the Borrower by appropriate proceedings diligently conducted to the reasonable satisfaction the City and the Borrower's liability is covered by escrows or reserves that the City shall reasonably deem adequate;

5) Furnish to the CITY within a reasonable time, upon request, after the end of each of the Borrower's fiscal years, financial statements of the borrower prepared, at minimum, on a compilation basis, by certified public accountants acceptable to the CITY, certified to be correct;

6) Furnish all additional information with respect to the Borrower that CITY may from time to time reasonably request.

Borrower hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the CITY copies of audit reports of the Borrower made by any of them;

7) Promptly give written notice to the CITY of any material damage to the Property as well as written notice of the revocation or termination of any material lease, franchise, license, permit or other authorization required for the operation of the Project or any other event, including litigation or other proceedings commenced or threatened, which might or could have a material adverse effect on the Borrower's financial condition or on the operation of the Borrower's business including any event which, after the passage of time or the giving of notice or both, would constitute an event of default under this Loan Agreement; and

8.) Perform in a timely manner all of its material covenants, obligations and agreements under each material contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to the Project; and

9.) Comply with all applicable provisions of any and all regulations, ordinances or laws governing this Loan Program;

10.) Not without the prior written consent of the City,

(i) Merge, consolidate or divide, whether or not the BORROWER is the surviving corporation or other entity,

(ii) Sell, transfer, assign, lease, mortgage, lien, hedge or otherwise convey or dispose of all or any material part of its assets, except in the ordinary course of business,

(iii) Try a reorganization, recapitalization or reclassification of its capital stock, or equity securities, the effect of which is materially to reduce tangible net assets or shareholders' equity of the BORROWER,

(iv) issue, redeem, purchase or retire any of its member interests, capital stock or equity securities or grant or issue any warrant, right or option pertaining thereto other security convertible into any of the foregoing, except pro-rata among existing security holders the effect of which is not materially to reduce tangible net assets or shareholders' equity, or (v) permit any change Borrower's ownership interests or equity securities from that previously disclosed to the CITY in connection with the Loan; and

11.) Not, without the prior written consent of the City, (a) declare or pay by dividend (other than an amount equal to the owners' share of the borrower's taxes that flow through to the said owners) or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or (b) give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any individual or company directly or indirectly controlling or affiliated with or controlled by the Borrower; or to any officer, director, or employee of the Borrower or in any such company, or (c) make any distributions of assets of the business to the Borrower other than in the ordinary course of business.

REPRESENTATIONS AND WARRANTIES To induce the City to provide the financing described in this Loan Agreement, Borrower hereby presents and warrants to the City that:

Borrower is a duly organized limited liability company, existing, and good standing under the laws of the Commonwealth of Pennsylvania; and that all books and records of the business pertaining to its financial condition and operation will be kept at the Property; and

Borrower has the power and authority to own its assets and to carry on the activities contemplated by the Application;

Borrower holds all material franchises, licenses, permits and other authorizations of any nature and kind required for the ownership of assets and the operation of its business at the Property, all of which are in full force and effect;

The execution and delivery of this Loan Agreement, and other Documents to which it is a party, and compliance with their respective covenants ; terms and conditions, will not violate any provisions or any governing agreements relating to Borrower, or any statute, regulation, order, writ, injunction, decree, decision of any court or governmental agency binding upon it or conflict with or result in a breach any of the covenants, terms and conditions of any material agreement or instrument to which the Borrower is a party or by which it is bound or to which it is subject, or constitute a default thereunder, or result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the Borrower pursuant to the terms of any such agreement, instrument or otherwise;

The execution and delivery of this Loan Agreement, and the other loan documents to which it is a party, and compliance with all the covenants, terms and conditions thereof has been duly authorized by proper action of Borrower and when duly executed and delivered by the Borrower will constitute the valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

Borrower has filed, and shall, as required, file in a timely manner, Federal, State and Local tax returns and has paid, or shall pay, all taxes own to be due thereon;

There is no material litigation or governmental proceeding pending or the knowledge of the Borrower) threatened against or affecting the borrower or any of its assets or the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the Borrower;

Borrower will not dispose of any hazardous waste in violation of any environmental statutes, regulations or other restrictions at the Project and will not knowingly violate any environmental statutes, regulations other restrictions;

There is no material fact that the Borrower has not disclosed to the CITY, which could have a material adverse effect on the Project or the prospects or condition (financial or otherwise) of Project. No certificate or settlement delivered herewith or heretofore by the Borrower in connection with this Loan Agreement or the Application contains any untrue statement material fact or omits to state any material facts necessary to keep the statements contained herein or therein from being misleading;

Borrower shall at all times keep proper books of account in a manner satisfactory to the CITY and in accordance with generally accepted accounting practices.

Borrower hereby authorizes the CITY to make or use to be made, at the Borrowers' expense and in such manner and at such times as the CITY may reasonably require, inspections and audits

of any books, records and papers in the custody or control of the Borrower or others, relating to the Project, including the making of copies thereof and extracts there from, and inspections and appraisals of any of the Property.

Borrower will furnish to the CITY for the twelve (12) month period and semi-annually thereafter, financial and operating statements relating to the Project.

Borrower hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of the Borrower and any desired information from reports, returns, files, and records of such authorities, relating to the Project, upon request therefore by CITY.

The unpaid balance of the Loan shall be immediately due and payable, if the Borrower, during the term of the Loan, affects a change of ownership or control of the business located at the Property without the prior written consent of the CITY;

The Security Agreement granted by the Borrower to the City will create a good and valid lien on all of the Borrower's equipment.

EVENT OF DEFAULT An event of default under this Loan Agreement shall be deemed to have occurred if the Borrower shall: fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;

fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or

fail to strictly and timely comply with all the jobs creation requirements described in Section 4 above; or

fail to keep, perform and comply with any of the other covenants, terms and conditions of this Loan Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or

Borrower becomes insolvent or files or is named in any petition for relief under the Bankruptcy Code or make any assignment for the benefit of creditors or an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee.

REMEDIES If an event of default as defined in this Loan Agreement shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, and of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan

Agreement otherwise available to the CITY at law or in equity to enforce collection of the Loan,

The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

ALLOWABLE COSTS The Borrower recognizes that the City is obligated to examine all costs claimed by the Borrower relating to the subject for the purpose of cost recovery to effectuate the long-term goals of the Economic Development Administration Revolving Loan Fund Loan Program. Without limiting general applicability of the foregoing, the Borrower is notified that the following cost items, except as they may relate to allowable costs specifically contained in this Loan Agreement or the Application, generally are not be considered eligible expenses:

- Costs paid out prior to the execution of this Loan Agreement.
- Interim interest paid on funds borrowed by the Borrower in anticipation of disbursement of the CITY's loans or other Project funds
- The compensation of consultants and professional service providers
- Cost as incurred prior to the Notice of Award of Grant by the CITY.

Private Investment must be made within twelve (12) months prior to or twelve (12) months after the approval of the RLF Loan as part of the same business development project to be classified as leveraged.

AUDIT The Borrower agrees to participate actively if requested, and without compensation, in the CITY's audits of the Project and further agrees to fully and faithfully cooperate with the CITY in meeting any and all requirements of the Federal Government.

NO LIABILITY FOR FAILURE TO COMPLETE The Borrower agrees to include in all contracts with any party involving the use of Loan Proceeds acknowledgment that the CITY shall not be liable to any party for completion of, or the failure to complete, any activities, which are part of the Project, from the date of this Loan.

EXPENSES

Borrower agrees to pay City's reasonable attorney's fees, court costs and other disbursements ordered by the court the event the CITY takes successful legal action to enforce the CITY's rights under this Loan Agreement.

Borrower will, on demand, reimburse the CITY for any and all costs, fees and expenses incurred as a result of a breach, including, but not limited to, underwriter's discounts, fiscal agency fees, and all other fees, expenses and costs of issuance which are incurred or which may be hereafter incurred by the CITY from time to time in connection with or by reason of the Borrower's application for the making of and the administration of the Borrower's permanent financing stages of the Loan.

RECORDING COSTS The Borrower agrees to pay all recording costs or filing fees related to the Loan, if any.

HOLD HARMLESS AGREEMENT. The Borrower will indemnify and defend the CITY and hold it harmless from any claim against it involving or any way arising out of its involvement with this Project, unless involving in any way arising out of the willful misconduct of the CITY, its agents or employees. In particular, but without limiting the general application of the foregoing, and pursuant to Section 4 above, the Borrower will, within thirty (30) days of the CITY's demand, pay any penalty or recapture levied upon the CITY which originates in the Borrower's failure to fulfill, or document fulfillment of, its hiring commitments stated in this Loan Agreement or the Application.

EXERCISE OF RIGHTS No delay or failure of the CITY in exercising any right or remedy under this Loan Agreement shall be deemed a waiver of such right or remedy or affect or impair the future exercise of such right or remedy and no modification or waiver by the CITY of any covenant or condition of this Loan Agreement or waiver by the CITY of any default hereunder shall be effective for any purpose unless contained in writing signed by the CITY and then only to the extent specifically set forth in such writing.

NOTICES AND DEMANDS All notices or demands required by the provisions of this Loan Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express, UPS, or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with stage prepaid, addressed:

If to the City:

Office of Economic and Community Development

City of Scranton - City Hall
340 North Washington Avenue First Floor
Scranton, PA 18503
Attn.: Executive Director

If to the Borrower:

Ritz Hospitality, LLC DBA Black Box Café
222 Wyoming Avenue
Scranton PA 18503
Attn: Michael Melcher

Or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

CONSENT TO JURISDICTION The Borrower irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania in any and all actions and proceedings arising hereunder. The Borrower hereby waives and shall not interpose any sections of forum non conveniens or to venue, and waives any right to move any proceeding commenced in a state court to a federal court, and consents to any and all relief ordered by such court.

SEVERABILITY The invalidity of any one or more sections of this an Agreement or any portion thereof shall not be deemed to affect or impair the validity and enforceability of the remainder.

ASSIGNMENT: BINDING EFFECT All covenants, terms and provisions of this Loan Agreement shall inure to the benefit of and extend and bind the successors and assigns of the CITY, provided that the Borrower shall not have the right to assign this Loan Agreement or any rights hereunder to any other person or entity, excepting any entity into which the Borrower shall be merged or

with which the Borrower shall be consolidated and any entity which shall purchase substantially all assets of the Borrower.

COMPLIANCE WITH EDA REQUIREMENTS The Borrower shall comply with any and all applicable laws and/ or regulations applicable to its receipt and use of the funds being loaned to it pursuant to the aforementioned loan program, including, but not limited to, all of the following requirements where applicable:

The regulations for the Economic Development Administration Revolving Loan Fund Loan Program contained in 13 CFR, Part 316.1, 316.3, 316.7, 316.8, 316.15 and 317.

All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Section 1.09 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, the grounds of race, color, creed, religion or national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance, be excluded from participation in, be denied the benefits or be subjected to discrimination under, any project assisted with EDA Funds.

The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234);

The lead-based paint requirements of 24 CFR, part 35, Subpart B, used pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 4801 etg_.);

The regulations, policies, guidelines and requirements of OMB Circular A-102 Revised (handbook 1300.17), which relates to the acceptance and use of federal funds;

The labor standards requirements as set forth in 13 CFR Part 300.etc, Employees on construction jobs assisted with EDA funds must be paid prevailing federal wage rates; and the Project must comply with the City's position regarding the Boston Harbor Agreement, if applicable;

Section 504 of the Rehabilitation Act of 1973 (Public Act 93- 112), amended, and implementing regulations. No person (employee or applicant for employment) shall be discriminated against because of a physical or mental disability with regard to any position for which the employee or applicant is qualified;

The provisions of the Age Discrimination Act of 1975, as amended , Public Law 94-135);

Requests from EDA, the City and the Comptroller General (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the Loan and cooperate fully with the City in supplying information to meet audit requirements;

The American with Disabilities Act of 1990 (42 U.S.C. Section 12101 seq.); Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR, Part 135 requiring 3.t to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the

Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project;

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Borrower shall cause or require a covenant running with the land to be inserted in the deed or lease such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Borrower, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate; Section 112 of P.L. 92-65 (42 U.S.C. § 3123) prohibiting sex discrimination in any program or activity receiving Federal Financial Assistance under PWEDA; and Borrower will, in all solicitations or advertisements for employees acted by or on behalf of Borrower; state that it is an Equal Opportunity or Affirmative Action Employer.

ENTIRE AGREEMENT It is understood and agreed by the parties hereto that this is the entire agreement between the parties and that no verbal statement and no prior written matter extrinsic to this instrument shall have any force or effect. This Loan Agreement shall not be modified except by writing, subscribed by both parties.

HONORABLE AGREEMENT This is an honorable Loan Agreement intended to achieve the recited purposes. This Loan Agreement is to be instructed and applied liberally to achieve those purposes and is not to be defeated by resorting to technical defenses or objections to price imputation or any other matter affecting its operation.

WAIVER OF BREACH The waiver by the City of a breach of any provision of this Loan Agreement by the Borrower shall not operate nor be construed as a waiver of any subsequent breach by the Borrower.

COUNTERPARTS This Loan Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together institute one and the same agreement.

SURVIVORSHIP CLAUSE The Borrower and the City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement may survive the termination of this Loan Agreement and be legally binding upon the parties hereto subsequent to the termination of this Loan Agreement.

INTERPRETATION This Loan Agreement shall constitute a contract under the laws of the Commonwealth of Pennsylvania and shall for all purposes be construed in accordance with such laws. The headings of sections in this Loan Agreement are for convenience of reference only, and shall not enlarge or restrict the rights of the parties hereto.

IN WITNESS WHEREOF the parties hereto have, in due form of law; have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

CITY OF SCRANTON

ATTEST:

City Clerk

BY _____
Mayor, City of Scranton

Date

Date

BY _____
City Controller

Date

BY _____
Executive Director
Office of Economic and Community Development

Date

APPROVED AS TO FORM:

City Solicitor

Date

Borrower: Ritz Hospitality LLC

Authorized Signer Date
Name/Title

Authorized Signer Date
Name/Title

EDA-RLF Loan Program

BORROWER: Ritz Hospitality, LLC DBA Black Box Café

Following is a summary of new, permanent jobs to be created as a result of the EDA funding assistance provided through this loan program: FT = 40hrs/wk

Job Title	Status		This job is to be created as a absolute	Job to be made available to low/mod persons as a absolute	Does this job require special skills or education?
	FT (number of positions)	PT (total hours per week)			
TBD	1		will be created	yes	no

FT JOBS

1

PT JOBS AS FTE

0

TOTAL JOBS

4

The jobs will be created within 6 months following the disbursement of loan funds

You should complete a **Family Income Certification** form (sample attached) each time you fill a newly-created, permanent position. Employees should provide information about their family's gross annual income **prior** to being hired by you, so that you can maintain documentation about which of these positions are held by low/mod persons. You will be required to submit copies of these forms to OECD on a quarterly basis until the job creation requirement has been met; as stated in the terms of your loan agreement.

This activity has been processed & maintained by: Tom Preambo, OECD Deputy Director

G U A R A N T Y

Pursuant to this Guaranty dated the ____ day of _____, 20__ the undersigned, listed **Michael Melcher and Sheri Melcher, his wife, of Greentown, Pennsylvania, 18426** ("GUARANTOR"), hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the principal debtor, **Ritz Hospitality, LLC DBA BLACK BOX CAFÉ**, a Pennsylvania limited liability company, and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to **Ritz Hospitality, LLC DBA BLACK BOX CAFÉ** ("PRINCIPAL BORROWER") in the amount of **Thirty Thousand Dollars (\$30,000.00)**.

This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless whether or not all indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the CITY, and such revocation shall not be effective as to indebtedness existing or committed for at the time of actual receipt of such notice by the CITY, or as to any renewals, extensions and re-financings thereof.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the PRINCIPAL BORROWER and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the PRINCIPAL BORROWER's liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the PRINCIPAL BORROWER's liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the PRINCIPAL BORROWER's liabilities to City and with respect to any rights against any persons or persons (including the PRINCIPAL BORROWER and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the PRINCIPAL BORROWER's liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a) without requiring protest or notice of nonpayment or notice of default to the undersigned, to the PRINCIPAL BORROWER or to any other person; (b) without

proof of demand; (c) without requiring City to resort first to the PRINCIPAL BORROWER, or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice than any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the PRINCIPAL BORROWER'S liabilities to City or the liability of the undersigned hereunder.

If any of the PRINCIPAL BORROWER'S liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the PRINCIPAL BORROWER'S liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

CONFESSION OF JUDGMENT. GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY PRINCIPAL BORROWER, CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (1) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON PRINCIPAL BORROWER LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUARANTOR, FOR PRINCIPAL AND INTEREST ON PRINCIPAL BORROWER LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY

BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

Michael Melcher

DATE: _____

Sheri Melcher

DATE: _____

So long as the PRINCIPAL BORROWER'S liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the PRINCIPAL BORROWER or out of the property of the PRINCIPAL BORROWER.

A subsequent Guaranty by the undersigned or any other guarantor of the PRINCIPAL BORROWER'S liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to

be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

If the undersigned consists of more than one person, such persons shall be jointly and severally liable hereunder. This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the PRINCIPAL BORROWER'S liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

IT IS EXPRESSLY AGREED BY THE GUARANTOR AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY THE GUARANTOR OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS GUARANTY THE GUARANTOR, JOINTLY AND/OR SEVERALLY FOR THE UNDERSIGNED, AND THE GUARANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

The Guarantor(s) intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Michael Melcher

Sheri Melcher

Commonwealth of Pennsylvania)
County of Lackawanna) ss:

On this, the _____ day of _____ 2020, before me, a Notary Public, the undersigned Officer, personally appeared **Michael Melcher and Sheri Melcher**, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

PROMISSORY NOTE

\$30,000.00

Scranton, Pennsylvania

_____, 20__

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, **Ritz Hospitality LLC, DBA Black Box Cafe** (hereinafter called the "**Maker**"), a Pennsylvania Limited Liability Company with a principal place of business located at 222 Wyoming Avenue Avenue, Scranton, PA 18503, hereby promises to pay to the order of **THE CITY OF SCRANTON** (hereinafter called the "**Holder**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 North Washington Avenue, Scranton, Pennsylvania 18503, or its assignees, the sum of **Thirty Thousand Dollars (\$30,000.00)**, (the "**Loan**") payable together with interest thereon at the fixed rate of **Three and Fifty-Seven One Hundredths percent (3.57%) per annum as follows:**

(2) Payments by Maker to Holder shall commence on the _____ day of _____, 20__, and on the _____ day of each and every month thereafter to and including the _____ day of _____, 20__ and shall be in **monthly installments of principal and interest in the amount of Two Hundred Ninety-seven and Sixty-Four Cents (\$297.64).**

(3) Upon the expiration of one hundred twenty (120) months after the date hereof, the then unpaid balance of principal, interest, and charges collectible under the terms hereof shall be immediately due and payable.

(4) This Note evidences a loan (the "**Loan**") in the above amount made by the Holder to the Maker on this date, the proceeds of which will be advanced by the Holder to the Maker in the manner provided in a Loan Agreement (the "**Loan Agreement**") of this date between the Holder and the Maker for the purposes therein specified. Payment of this Note is secured by a security agreement (the "**Security Agreement**") of this date from the Maker to the Holder, and by, other security described in the Loan Agreement.

(5) The Maker hereby agrees to keep, perform, and comply with all covenants, terms, and conditions of this Note, the Loan Agreement, the Security Agreement, and all of the documents and instruments now and at any time hereafter delivered to and held by the Holder to evidence and secure the Loan (herein collectively called the "**Loan Documents**"), which are incorporated by reference in and made a part of this Note.

(6) This Note shall also evidence all advances and expenditures that the Holder is authorized and permitted to make under the provisions of the Loan

Documents, and all other sums of every nature and kind that at any time hereafter become due and owing by the Maker to the Holder under the Loan Documents, which shall be added to and become part of the principal amount evidenced by this Note and paid to the Holder, with interest, on the due date of the next installment, if not sooner due and payable under the provisions of the Loan Documents.

(7) Payments of principal on this Note shall be made in current funds on the day when due, without presentment, demand, protest, or notice of any kind, all of which are hereby waived. Payment shall be made at the office of the Holder herein designated or at such other place as the Holder may from time to time designate by written notice to the Maker, and shall be made in lawful money of the United States of America without set-off, counterclaim, or other deduction of any nature.

(8) The Holder shall have the right to impose a service charge equivalent to ten percent (10%) of the amount of any installment of principal not received within fifteen (15) days after the date the same becomes due, which shall be added to the principal balance and paid to the Holder on the due date of the next installment.

(9) EVENT OF DEFAULT. An event of default under this Promissory Note shall be deemed to have occurred if the Borrower shall:

a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;

b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or

c.) fail to strictly and timely comply with all the job creation requirements described in the Loan to Grant Agreement of even date herewith; or

d) fail to keep, perform and comply with any of the other covenants, terms and conditions of the Loan to Grant Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or

e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's

properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee; or

f) close its business for a period of two consecutive weeks or longer.

(10) REMEDIES. If an event of default as defined in Section 9 hereof shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

(11) Confession of Judgment. This Promissory Note contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the Holder (as well as someone acting for holder) to appear for, and confess judgment(s) against Maker, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits Holder to execute upon the confessed judgment(s) which could have the effect of depriving Maker of its property without any prior notice or an opportunity to be heard. Maker hereby acknowledges that it has consulted with an attorney regarding the implications of these provisions and Maker understands that it is bargaining away several important legal rights. Accordingly, Maker hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that it may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) CONFESSION OF JUDGMENT. MAKER COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MAKER, HOLDER MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST MAKER AND, FOR THOSE PURPOSES,

MAKER HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR HOLDER (AS WELL AS SOMEONE ACTING FOR HOLDER) IN ANY AND ALL ACTIONS COMMENCED AGAINST MAKER FOR RECOVERY OF THE PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER AND TO APPEAR FOR MAKER, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST MAKER, FOR PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER, TOGETHER WITH INTEREST AT THE DEFAULT RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OF SUCH AMOUNTS AND SUMS; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST MAKER FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

BY: _____
TITLE: _____
DATE: _____

(12) The Maker hereby waives the benefit of any present or future law or rule of procedure authorizing stay of execution on any judgment recovered on this Note, and the exemption of property from levy and sale there under, and any and all errors, defects, and imperfections whatsoever of a procedural nature in the entry of any judgment or in any process or proceedings thereon or relating to the same.

(13) Upon any negotiation, sale or assignment of this Note, the holder hereof may deliver same to the transferee or purchaser who shall thereupon become the holder hereunder and as such shall have and may exercise all powers, rights and options with respect to same and otherwise hereby given to the holder, or otherwise available to Holder pursuant to the terms and conditions of the Loan Agreement, and such former holder who thus negotiates, sells or assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability with respect to same.

(14) If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(15) All of the foregoing agreements and obligations including, without limitation, the warrant of attorney to confess judgment, shall bind the Maker and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns.

In Witness Whereof, the Maker has duly caused this Note to be duly executed by its duly authorized representative, the day and year first above written, intending to be legally bound.

Attest:

Ritz Hospitality LLC DBA Black Box Café

By: _____

Michael Melcher
Authorized Signer

Date: _____



DEPARTMENT OF LAW

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

January 30, 2020

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

RECEIVED
FEB 3 - 2020
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LOAN AGREEMENT AND MAKE A LOAN FROM THE ECONOMIC DEVELOPMENT ADMINISTRATION-REVOLVING LOAN PROGRAM, PROJECT NUMBER 009.500.5, IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND AND 00/00 DOLLARS (\$30,000.00) TO RITZ HOSPITALITY, LLC TO ASSIST IN AN ELIGIBLE PROJECT.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPROVING, IN ACCORDANCE WITH SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY TO UNDERTAKE A PROJECT FOR HOWARD GARDNER MULTIPLE INTELLIGENCE CHARTER SCHOOL.

WHEREAS, pursuant to the Pennsylvania Municipality Authorities Act, as amended (the "Act"), the City of Scranton, Pennsylvania (the "City"), together with the County of Lackawanna, Pennsylvania (the "County"), created the Scranton-Lackawanna Health and Welfare Authority (the "Authority") to act as a financing authority for projects serving the City and/or the County; and

WHEREAS, Howard Gardner Multiple Intelligence Charter School (the "Borrower") has requested the Authority to issue its revenue notes (the "Notes") in one or more series in an aggregate principal amount not to exceed \$5,000,000 to finance, refinance and/or reimburse a project (the "Project") for the benefit of the Borrower consisting of all or any of the following: (a) designing, acquiring, constructing, renovating, improving, furnishing and equipping of new facilities and existing facilities of the Borrower, including, but not limited to, an approximately 11,000 square foot addition to the existing facilities of the Borrower; (b) designing, acquiring, constructing and equipping of site, infrastructure and parking improvements and various other capital improvements to the Borrower's existing facilities and acquiring various capital equipment for use in or in connection with the facilities of the Borrower; (c) refunding the Borrower's outstanding Promissory Note, dated June 20, 2013; (d) funding, if applicable, capitalized interest on the Notes and necessary reserves for the Notes; (e) refunding any other outstanding indebtedness of the Borrower, if advantageous to the Borrower; and (f) funding contingencies and paying all or a portion of the costs and expenses of issuance of the Notes; and

WHEREAS, the Authority has authorized the issuance of the Notes pursuant to a Resolution adopted by the Authority on January 16, 2020, subject to approval of the Project by the City and by the County; and

SCRANTON/LACKAWANNA HEALTH AND WELFARE AUTHORITY

LACKAWANNA COUNTY GOVT CENTER • P.O. Box 860 • 123 WYOMING AVENUE, • SCRANTON, PA 18501-0860

January 16, 2020

(570) 342-2353

FAX (570) 342-4088

Honorable Paige Cognetti
Mayor, City of Scranton
340 N. Washington Avenue
Scranton, PA 18503

RE: Health and Welfare Authority Resolution for Howard Gardner Multiple
Intelligence Charter School Tax Free Financing not to exceed \$5,000,000.00

Dear Mayor Cognetti:

Enclosed is a proposed resolution approving the financing of certain facilities and declaring that it is desirable for the health, safety and welfare of the people in the area to be served by facilities of the Howard Gardner Multiple Intelligence Charter School to have such facilities financed through the Scranton-Lackawanna Health and Welfare Authority for a maximum principal amount not to exceed \$5,000,000.

Also enclosed is an Approval of Applicable Elected Representative document which must be approved. Under the Tax Reform Act of 1986, as amended, the Scranton-Lackawanna Health and Welfare Authority, subsequent to holding a Public Hearing, must receive approval from the chief elected official of each governmental unit having jurisdiction over any Project that the Authority undertakes.

The Authority would appreciate placement of this Resolution on the Agenda for the next scheduled Council Meeting. Also, please keep in mind there is no liability on the City's behalf by approving this Resolution.

On behalf of the representatives of Howard Gardner and the Authority, we wish to thank you for your participation in this Project. If you have any questions or concerns, please contact our office at any time.

Sincerely,



Mary Ellen Clarke
Asst. Administrator

Encl.

cc: Lori Reed, City Clerk, City of Scranton
Jessica Eskra, Solicitor, City of Scranton
Sally Locker, Law Office, City of Scranton

SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY

TRANSCRIPT OF PUBLIC HEARING
of January 16, 2020

The Public Hearing of the Scranton-Lackawanna Health and Welfare Authority (the "Authority") scheduled for 5PM., local time, on Thursday, January 16, 2020, is hereby called to order. This Public Hearing is being held pursuant to the requirements of Section 147 (f) of the Internal Revenue Code of 1986, as amended. Attending the hearing on behalf of Howard Gardner Multiple Intelligence Charter School (the "Borrower") relating to the Authority's proposed issuance of its 2020 Revenue Note in an aggregate principal amount up to but not exceeding \$5,000,000.00 is Marie George, CEO of the Borrower, Brian Koscelansky, Esq., of Stevens & Lee, Bond Counsel; and Vincent O'Bell, William Lazor, Jerry Preschutti, Jerry Weinberger, John Granahan, Victor Giambrone, Gary Cicerini, James Walsh, William Boyle, Board Members of the Authority and Mary Ellen Clarke, Assistant Administrator of the Authority.

The representatives of the Authority and the Borrower attending the Public Hearing have described the nature and the purpose of the project being financed by the issuance of the 2020 Revenue Note in an aggregate amount up to but not exceeding \$5,000,000.00. The proceeds of the debt to be issued will constitute qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code as amended, for educational purposes to finance, refinance and/or reimburse all or any of the following: (a) designing, acquiring, constructing, renovating, improving, furnishing and equipping of new facilities and existing facilities of the Borrower, including, but not limited to, an approximately 11,000 square foot addition to the existing facilities of the Borrower; (b) designing, acquiring, constructing and equipping of site, infrastructure and parking improvements and various other capital improvements to the Borrower's existing facilities and acquiring various capital equipment for use in or in connection with the facilities of the Borrower; (c) refunding the Borrower's outstanding Promissory Note; dated June 20, 2013 (the "2013 Note"); (d) refunding any other outstanding indebtedness of the Borrower, if advantageous to the Borrower; (e) funding, if applicable, capitalized interest on the 2020 Revenue Note and necessary reserves for the 2020 Revenue Note; and (f) funding contingencies and paying all or a portion of the costs and expenses of issuance of the 2020 Revenue Note.

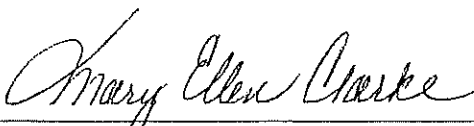
I hereby enter into the Record one copy of an affidavit showing publication in The Scranton Times, a newspaper of general circulation in Lackawanna County, Pennsylvania, on a date at least seven (7) days prior hereto, of notice of the public hearing. The affidavit of publication is attached to this transcript.

The Authority is now ready to hear testimony and other comments from the public concerning the issuance by the Authority of the 2020 Revenue Note.

Let the record show that no members of the public have offered testimony or other comments as of 5:25PM this date. Let the record also reflect that written comments have not been received. Accordingly, this public hearing is adjourned.

I, Mary Ellen Clarke, Assistant Administrator of the Scranton Lackawanna Health and Welfare Authority, do hereby certify that the foregoing is a true and accurate transcript of the Public Hearing held on January 16, 2020, by the Scranton-Lackawanna Health and Welfare Authority.

Date: January 16, 2020


Assistant Administrator

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

HOWARD GARDNER SCHOOL
CHUCK WALLINGER, BUSINESS MANA
1615 EAST ELM STREET SCRANTON PA 18505

Account # 58688
Order # 82410293
Ad Price: 619.70

NOTICE OF PUBLIC HEARING

Lisa Burke

Being duly sworn according to law deposes and says that (s)he 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:

01/08/2020

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 Lisa Burke

Sworn and subscribed to before me
this 8th day of January A.D., 2020

Sharon Venturi
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Sharon Venturi, Notary Public
Lackawanna County
My commission expires February 12, 2022
Commission number 1254228
Member, Pennsylvania Association of Notaries

Members of the public are invited to attend the aforesaid public hearing. The attending public, on their own behalf or by attorney, are urged to provide information and make statements concerning the aforesaid project.

THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY IS ACTING AS A "CONDUIT ISSUER" FOR THE BENEFIT OF THE CORPORATION. AND THE DEBT WILL BE A LIMITED OBLIGATION OF THE SCRANTON-LACKAWANNA

HEALTH AND WELFARE AUTHORITY PAYABLE SOLELY FROM PAYMENTS TO BE MADE BY ONE OR MORE OF THE CORPORATION.

DEBT FINANCINGS OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY ARE NOT OBLIGATIONS OF THE COMMONWEALTH OF PENNSYLVANIA, NOR OF ANY CITY, BOROUGH, TOWNSHIP OR OTHER POLITICAL SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA.

This Notice is published in accordance with the requirements of Section 147(f) of the Internal Revenue Code, as amended.

SCRANTON-LACKAWANNA
HEALTH AND
WELFARE AUTHORITY

NOTICE OF PUBLIC HEARING

Scranton-Lackawanna Health and Welfare Authority

Notice is hereby given that the Scranton-Lackawanna Health and Welfare Authority (the "Authority"), will hold a public hearing on January 16, 2020, at 5:00 p.m., on behalf of the City of Scranton and the County of Lackawanna at the office of the Authority, Lackawanna County Government Center, 123

Wyoming Avenue, 5th Floor, Scranton, PA 18503, to discuss and take comment with respect to the financing of the following project:

Scranton-Lackawanna Health and Welfare Authority/Howard Gardner Multiple Intelligence Charter School Project

NAME AND ADDRESS OF OWNER AND OPERATOR OF FACILITIES TO BE FINANCED: Howard Gardner Multiple Intelligence Charter School (the "Corporation"), 1615 East Elm Street, Scranton, PA 18505

ADDRESS OF PROJECT: 1615 East Elm Street, Scranton, PA 18505

TOTAL COST OF PROJECT: Not to Exceed \$5,000,000

MAXIMUM AGGREGATE FACE AMOUNT OF DEBT TO BE ISSUED: Not to Exceed \$5,000,000

PROJECT DESCRIPTION: The proceeds of the debt to be issued will constitute qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code, as amended, for educational purposes to finance, refinance and/or reimburse all or any of the following: (a) designing, acquiring, constructing, renovating, improving, furnishing and equipping of new facilities and existing facilities of the Corporation, including, but not limited to, an approximately 11,000 square foot addition to the existing facilities of the Corporation; (b) designing, acquiring, constructing and equipping of site, infrastructure and parking improvements and various other capital improvements to the Corporation's existing facilities and acquiring various capital equipment for use in or in connection with the facilities of the Corporation; (c) refunding the Corporations outstanding Promissory Note, dated June 20, 2013 (the 2013 Note); (d) refunding any other outstanding indebtedness of the Corporation, if advantageous to the Corporation; (e) funding, if applicable, capitalized interest on the debt and necessary reserves for the debt; and (f) funding contingencies and paying all or a portion of the costs and expenses of issuance of the debt.

The proceeds of the 2013 Note were used to finance, refinance and/or reimburse the acquisition, renovation and equipping of the Corporations facility located at 1615 East Elm Street, Scranton, PA 18505, and the payment of certain costs of issuing the 2013 Note.



DEPARTMENT OF LAW

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

February 3, 2020

RECEIVED
FEB 3 - 2020

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

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPROVING, IN ACCORDANCE WITH SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, A PLAN OF FINANCING OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY AND DECLARING THAT IT IS DESIRABLE FOR THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF THE CITY OF SCRANTON FOR THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY TO UNDERTAKE A PROJECT FOR HOWARD GARDNER MULTIPLE INTELLIGENCE CHARTER SCHOOL.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

AUTHORIZING APPOINTMENT OF STEPHANIE L. BRESSLER, PH.D, 1402 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA 18510 AS A MEMBER OF THE BOARD OF ETHICS, EFFECTIVE JANUARY 29, 2020. DR. BRESSLER WILL BE REPLACING JOAN HODOWANITZ WHO RESIGNED EFFECTIVE NOVEMBER 25, 2019. DR. BRESSLER WILL FILL THE UNEXPIRED TERM OF JOAN HODOWANITZ WHICH IS SCHEDULED TO EXPIRE AUGUST 31, 2022.

WHEREAS, Joan Hodowanitz resigned from the Board of Ethics effective November 25, 2019; and

WHEREAS, the Mayor desires to appoint Dr. Stephanie L. Bressler as a member of the Board of Ethics effective January 29, 2020. Dr. Bressler will fill the unexpired term of Joan Hodowanitz, who resigned effective November 25, 2019 which is scheduled to expire August 31, 2022; and

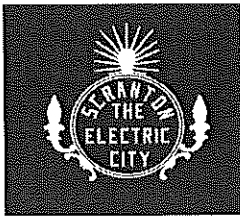
WHEREAS, Dr. Stephanie L. Bressler has the requisite, experience, education and training necessary to act as a member of the Board of Ethics.

NOW, THEREFORE, BE IT RESOLVED that Dr. Stephanie L. Bressler, 1402 East Gibson Street, Scranton, Pennsylvania is hereby appointed as a member of the Board of Ethics effective January 29, 2020. Dr. Bressler will fill the unexpired term of Joan Hodowanitz, who resigned effective November 25, 2019 which is scheduled to expire on August 31, 2022.

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

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

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



OFFICE OF THE MAYOR

January 29, 2020

Honorable Council of the City of Scranton
340 N. Washington Avenue
Scranton, Pa. 18503

RE: Ethics Commission Appointment, Stephanie Bressler, Ph.D

Dear Council Members:

Please be advised that I am appointing, **Stephanie Bressler, Ph.D**, 1402 E. Gibson St., Scranton, PA 18510, as a member of the Board of Ethics for the City of Scranton effective January 29, 2020.

Dr. Bressler will be replacing Joan Hodowanitz who resigned effective November 25, 2019. Dr. Bressler will fill the unexpired term of Ms. Hodowanitz which is scheduled to expire August 31, 2022.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton

CC: Jessica Eskra, Esq., City Solicitor

January 23, 2020

The Honorable Paige Gebhardt Cognetti
Mayor of Scranton
340 North Washington Avenue
Scranton, PA 18503

Dear Mayor Cognetti:

I am requesting your appointment to the Board of Ethics of the City of Scranton.

I hold a B.A. in Sociology, Master of Public Administration and Ph.D. in Political Science. My original purpose in pursuing doctoral work in Political Science after working for almost eleven years in human services for the Commonwealth of Pennsylvania was to acquire a broader understanding of the political process. I wanted to help underrepresented groups gain better access to the political system. My career in teaching evolved during my years in graduate study as I realized that teaching and encouraging students to continue their education is one way to help them achieve this access. My experience in human services as well as working with Latino families provided good preparation for teaching students representing diverse backgrounds.

I was tenured at King's College in Wilkes-Barre where I taught Political Science and helped to establish the Women's Studies Program and the Public Policy Institute. I also taught at Cal Poly University and the University of Scranton before leaving higher education to return to community service. Upon returning to Northeast Pennsylvania my husband and I chose to purchase a home in Scranton. From 2009 to 2015 I worked as Elm Street Manager in South Side and Director of Revitalization and Community Education for United Neighborhood Centers. At UNC I directed revitalization, literacy, and English as Second Language and citizenship programs.

Since my retirement in 2015 I have continued to advocate for immigrant rights and am currently volunteering with Catholic Social Services to help immigrants learn English and apply and prepare for the citizenship test. Since 2016 I have advocated for reform at the Lackawanna County Prison and am currently working with prison officials to launch a voter education and registration initiative at the prison.

I strongly believe that my teaching, public service and volunteer experience provide me with the skills needed to responsibly undertake the powers and duties of the Board of Ethics of the City of Scranton. Thank you for considering my request to be appointed to this board.

Sincerely,

Stephanie L. Bressler, Ph.D
1402 E. Gibson Street, Scranton, PA 18510

Stephanie L. Bressler
1402 East Gibson Street
Scranton, PA 18510

[REDACTED]

[REDACTED]

EDUCATION

B.A. Sociology, Wilson College, Chambersburg, PA, 1971

M.P.A. The Pennsylvania State University, Harrisburg, 1976

Master's Paper: "Organization of Service Within the Dauphin County Mental Health Caregiving System"

Ph.D. Political Science, The Pennsylvania State University, University Park, 1991

Areas of concentration: American Government, Public Administration,
Sociology

Dissertation: "Implementation Politics: The Failed Promise of Pennsylvania's Farmworker Law"

TEACHING EXPERIENCE

8/07 to 12/08	Adjunct Faculty, Political Science and Sociology University of Scranton
1/06 to 12/06	Lecturer, Political Science California Polytechnic State University, San Luis Obispo
8/03 to 12/05	Associate Faculty, Political Science and Sociology Allan Hancock College, Santa Maria, CA
8/88 to 5/02	Assistant/Associate Professor, Political Science, Sociology, Human Resources Management King's College, Wilkes-Barre, PA

PUBLIC/SOCIAL SERVICE EXPERIENCE

7/09 to 6/2015	Director of Revitalization and Community Education/ Elm Street Manager United Neighborhood Centers of Northeastern Pennsylvania
10/02 to 5/03	Team Leader, Telecare Corporation Santa Maria (CA) Support Services
6/87 to 10/87 and 5/86 to 10/86	Project Director, Pennsylvania Farmworker Opportunities Clarks Summit Seasonal Office

8/85 to 10/85	Area Coordinator, Migrant Child Development Program Clarks Summit
10/76 to 8/84	Assistant District Manager/Casework Supervisor/Contract Monitor/Caseworker Bureau of Blindness and Visual Services PA Department of Public Welfare, Harrisburg
2/72 to 7/75	Psychiatric Caseworker PA Department of Public Welfare Harrisburg State Hospital
5/71 to 2/72	Rehabilitation Counselor PA Department of Labor and Industry Harrisburg

PUBLICATIONS

"Ex Corde: Constraint or Window of Opportunity?" 2003. In Women in Catholic Higher Education: Border Work, Living Experiences, and Social Justice, Sharlene Hesse-Biber and Denise Leckenby, eds. Lanham, MD: Lexington Books.

"The Sophomore-Junior Diagnostic Project." 1996. In Assessment in Practice: Putting Principles to Work on College Campuses, Trudy Banta, ed. San Francisco: Jossey-Bass. Co-authored with three King's colleagues.

"Voices of Latina Migrant Mothers in Rural Pennsylvania." 1996. In Children of La Frontera, Judith LeBlanc Flores, ed. Charleston, WV: ERIC Clearinghouse on Rural Education and Small Schools.

"Explaining Implementation Politics: The Case of Pennsylvania's Seasonal Farm Labor Act." 1995-1996. In Commonwealth: A Journal of Political Science, 8: 100-126.

GRANT AWARDS

Awarded grant from Justice and Peace Committee of the Eastern Province of Holy Cross to support Hunger for Justice series focusing on justice issues in the food production industry, presented 2000-2001.

Awarded grant from Pennsylvania Humanities Council for public programming component of oral history project, "Voices of Migrant Women in Rural Pennsylvania," presented 1995 through March 1996. Completed video and photo display used in public programming.

November 25, 2019

101 Penn Avenue
Apartment 404
Scranton, PA 18503

570-341-6944

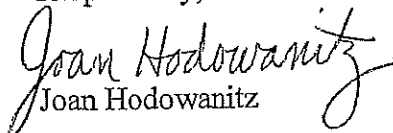
The Honorable Wayne Evans
Municipal Building
340 North Washington Avenue
Scranton, PA 18503

Re: Resignation from Ethics Board

It is with great regret that I must submit my resignation from the Ethics Board effective 5 p.m. today.

I have tried to implement many of the provisions of the City's Code of Ethics since last August. Unfortunately, the lack of a supporting staff and other requirements makes it impossible for me to continue as a board member.

Respectfully,


Joan Hodowanitz



DEPARTMENT OF LAW

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

February 3, 2020

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

RECEIVED
FEB 04 2020


OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF STEPHANIE L. BRESSLER, PH.D, 1402 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA 18510 AS A MEMBER OF THE BOARD OF ETHICS, EFFECTIVE JANUARY 29, 2020. DR. BRESSLER WILL BE REPLACING JOAN HODOWANITZ WHO RESIGNED EFFECTIVE NOVEMBER 25, 2019. DR. BRESSLER WILL FILL THE UNEXPIRED TERM OF JOAN HODOWANITZ WHICH IS SCHEDULED TO EXPIRE AUGUST 31, 2022.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2020

AN ORDINANCE

AMENDING FILE OF THE COUNCIL NO. 2, 1983 AN ORDINANCE, AMENDING FILE OF THE COUNCIL NO. 39, 1977, ENTITLED "AN ORDINANCE ESTABLISHING RATES OF DISCOUNT AND PENALTIES ON TAXES DUE ON REAL ESTATE TO THE CITY OF SCRANTON," BY AMENDING CERTAIN PROVISIONS RELATING TO DISCOUNTS, THE DISCOUNT PERIOD, INSTALLMENT PAYMENTS AND PENALTIES ON TAXES DUE ON REAL ESTATE TO THE CITY OF SCRANTON.

NOW, THEREFORE, be it ordained by the Council of the City of Scranton that File of the Council No. 2, 1983 be amended as follows:

WHEREAS, in order to achieve uniformity with the Scranton School District and Lackawanna County in the discount and penalty periods for the collection of taxes due on real estate, the City desires to adopt the same discount and penalty periods for ease of collections and to simplify payments for taxpayers.

SECTION 1. All taxpayers subject to the payment of taxes assessed on real estate by the City of Scranton shall be entitled to a discount of two percentum (2%) if paid on or before March 15. Discounts shall be allowed only on full payments made during the discount period.

SECTION 2. Said taxes shall be paid at face value from March 16 to June 30 and, if not paid on or before the 30th day of June, the said taxes shall be deemed delinquent and shall be subject to a payment of penalties only on that installment payment that is overdo at a rate of ten percentum (10 %) per annum.

SECTION 3. This Ordinance shall be retroactive to January 1, 2020.

SECTION 4. 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 5. 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

January 22, 2020

RECEIVED

JAN 22 2020

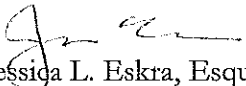
OFFICE OF CITY
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A ORDINANCE AMENDING FILE OF THE COUNCIL NO 2, 1983 AN ORDINANCE, AMENDING FILE OF THE COUNCIL NO. 39, 1977, ENTITLED "AN ORDINANCE ESTABLISHING RATES OF DISCOUNT AND PENALTIES ON TAXES DUE ON REAL ESTATE TO THE CITY OF SCRANTON," BY AMENDING CERTAIN PROVISIONS RELATING TO DISCOUNTS, THE DISCOUNT PERIOD, INSTALLMENT PAYMENTS AND PENALTIES ON TAXES DUE ON REAL ESTATE TO THE CITY OF SCRANTON.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF CARL GRAZIANO, 418 WILBUR STREET, SCRANTON, PENNSYLVANIA, 18508 TO THE POSITION OF POLICE CHIEF EFFECTIVE JANUARY 6, 2020.

WHEREAS, Paige G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

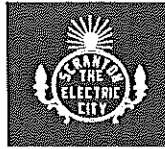
WHEREAS, Carl Graziano, has the experience, education and training necessary to act as Police Chief for the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Carl Graziano, 418 Wilbur Street, Scranton, Pennsylvania 18508, is hereby appointed as Police Chief to serve at the will of the Mayor.

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.



January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have reappointed **Carl Graziano**, 418 Wilbur St. Scranton, PA 18508 to the position of *Police Chief* effective January 6, 2020.

Mr. Graziano's salary will be \$103,368.93 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor



DEPARTMENT OF LAW

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

January 27, 2020


RECEIVED
JAN 27 2020
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 A RESOLUTION AUTHORIZING APPOINTMENT OF
CARL GRAZIANO, 418 WILBUR STREET, SCRANTON, PENNSYLVANIA, 18508
TO THE POSITION OF POLICE CHIEF EFFECTIVE JANUARY 6, 2020.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF ALLEN LUCAS, 2722 BIRNEY AVENUE, SCRANTON, PENNSYLVANIA, 18505 TO THE POSITION OF ACTING FIRE CHIEF EFFECTIVE JANUARY 6, 2020.

WHEREAS, Paige G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

WHEREAS, Allen Lucas has the experience, education and training necessary to act as Acting Fire Chief for the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Allen Lucas, 2722 Birney Avenue, Scranton, Pennsylvania 18505, is hereby appointed as Acting Fire Chief to serve at the will of the Mayor.

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.



January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have reappointed **Allen Lucas**, 2722 Birney Ave. Scranton, PA 18505 to the position of *Captain (Acting Fire Chief)* effective January 6, 2020.

Mr. Lucas's salary will be \$95,808.75 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor



DEPARTMENT OF LAW

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

January 27, 2020


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

RECEIVED
JAN 27 2020
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF
ALLEN LUCAS, 2722 BIRNEY AVENUE, SCRANTON, PENNSYLVANIA, 18505 TO
THE POSITION OF ACTING FIRE CHIEF EFFECTIVE JANUARY 6, 2020.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF DENNIS GALLAGHER, 311 PATTISON AVENUE, SCRANTON, PENNSYLVANIA, 18504 TO THE POSITION OF DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS EFFECTIVE JANUARY 6, 2020.

WHEREAS, Paige G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

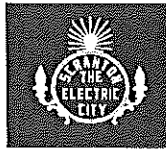
WHEREAS, Dennis Gallagher, has the experience, education and training necessary to act as Director of the Department of Public Works for the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Dennis Gallagher, 311 Pattison Avenue, Scranton, Pennsylvania 18504, is hereby appointed as Director of the Department of Public Works to serve at the will of the Mayor.

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.



January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have reappointed **Dennis Gallagher**, 311 Pattison Ave. Scranton, PA 18505 to the position of *Director of DPW* effective January 6, 2020.

Mr. Gallagher's salary will be \$57,375.00 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor



DEPARTMENT OF LAW

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

January 27, 2020

RECEIVED
JAN 27 2020
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 A RESOLUTION AUTHORIZING APPOINTMENT OF DENNIS GALLAGHER, 311 PATTISON AVENUE, SCRANTON, PENNSYLVANIA, 18504 TO THE POSITION OF DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS EFFECTIVE JANUARY 6, 2020.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF JESSICA L. ESKRA, ESQUIRE, 44 SNOOK STREET, SCRANTON, PENNSYLVANIA, 18505 AS CITY SOLICITOR EFFECTIVE JANUARY 6, 2020.

WHEREAS, Page G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

WHEREAS, Jessica L. Eskra, Esquire has the requisite, experience, education and training necessary to serve as City Solicitor of the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Jessica L. Eskra, Esquire, 44 Snook Street, Scranton, PA 18505 is hereby appointed as City Solicitor for the City of Scranton to serve at the will of the Mayor.

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.



January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have reappointed **Jessica Eskra, ESQ**, 44 Snook St. Scranton, PA 18505 to the position of *City Solicitor* effective January 6, 2020.

Mrs. Eskra's salary will be \$74,500.00 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor



DEPARTMENT OF LAW

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

RECEIVED

JAN 27 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

January 27, 2020

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF
JESSICA L. ESKRA, ESQUIRE, 44 SNOOK STREET, SCRANTON, PENNSYLVANIA,
18505 AS CITY SOLICITOR EFFECTIVE JANUARY 6, 2020.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF STEPHANIE PISKO, ESQUIRE, 2001 RIGG STREET DUNMORE, PENNSYLVANIA, 18512 AS ASSISTANT CITY SOLICITOR/CHIEF OF STAFF EFFECTIVE JANUARY 6, 2020.

WHEREAS, Page G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

WHEREAS, Stephanie Pisko, Esquire has the requisite, experience, education and training necessary to serve as Assistant City Solicitor/Chief of Staff for the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Stephanie Pisko, Esquire, 2001 Rigg Street, Dunmore, PA 18512 is hereby appointed as Assistant City Solicitor/Chief of Staff for the City of Scranton to serve at the will of the Mayor.

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

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

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



OFFICE OF THE MAYOR

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have appointed **Stephanie Pisko**, Esq. of 2001 Rigg Street, Dunmore PA, 18512 to the position of Assistant City Solicitor/Chief effective January 6, 2020.

Ms. Pisko's salary will be \$60,000.00 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

Paige G. Cognetti
Mayor, City of Scranton

Tcl/PGC (rc)

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor
Stephanie Pisko



DEPARTMENT OF LAW

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

January 27, 2020

RECEIVED
JAN 27 2020
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 A RESOLUTION AUTHORIZING APPOINTMENT OF
STEPHANIE PISKO, ESQUIRE, 2001 RIGG STREET DUNMORE, PENNSYLVANIA,
18512 AS ASSISTANT CITY SOLICITOR/CHIEF OF STAFF EFFECTIVE JANUARY
6, 2020.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

**APPOINTMENT OF WAYNE BECK, 105 YESU DRIVE, SCRANTON,
PENNSYLVANIA, 18505 TO THE POSITION OF CITY TREASURER EFFECTIVE
JANUARY 6, 2020.**

WHEREAS, Paige G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

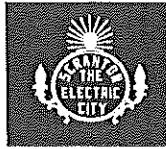
WHEREAS, Wayne Beck, has the experience, education and training necessary to act as
City Treasurer for the City of Scranton.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
SCRANTON** that Wayne Beck, 105 Yesu Drive, Scranton, Pennsylvania 18505, is hereby
appointed as City Treasurer to serve at the will of the Mayor.

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.



January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have reappointed **Wayne Beck**, 105 Yesu Dr. Scranton, PA 18505 to the position of *City Treasurer* effective January 6, 2020.

Mr. Beck's salary will be \$45,560.00 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor



DEPARTMENT OF LAW

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

January 27, 2020


RECEIVED
JAN 27 2020
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 A RESOLUTION AUTHORIZING APPOINTMENT OF
WAYNE BECK, 105 YESU DRIVE, SCRANTON, PENNSYLVANIA, 18505 TO THE
POSITION OF CITY TREASURER EFFECTIVE JANUARY 6, 2020.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF THOMAS OLESKI, 1124 ROCK STREET, SCRANTON, PENNSYLVANIA, 18504 TO THE POSITION OF ACTING DIRECTOR OF THE DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS EFFECTIVE JANUARY 6, 2020.

WHEREAS, Paige G. Cognetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cognetti took office on January 6, 2020; and

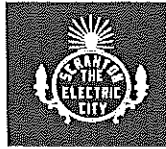
WHEREAS, Thomas Oleski, has the experience, education and training necessary to act as Acting Director of the Department of Licensing, Inspections and Permits for the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Thomas Oleski, 1124 Rock Street, Scranton, Pennsylvania 18504, is hereby appointed as Acting Director of the Department of Licensing, Inspections and Permits to serve at the will of the Mayor.

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.



January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have reappointed **Thomas Oleski**, 1124 Rock St. Scranton, PA 18504 to the position of *Deputy Director of Licensing, Permits & Inspection (Acting Director)* effective January 6, 2020.

Mr. Olseki's salary will be \$50,760.00 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor



DEPARTMENT OF LAW

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

January 27, 2020

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


RECEIVED
JAN 27 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF
THOMAS OLESKI, 1124 ROCK STREET, SCRANTON, PENNSYLVANIA, 18504 TO
THE POSITION OF ACTING DIRECTOR OF THE DEPARTMENT OF
LICENSING, INSPECTIONS AND PERMITS EFFECTIVE JANUARY 6, 2020.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF FRANK SWIETNICKI, 708 O'HARA STREET, SCRANTON, PENNSYLVANIA, 18505 TO THE POSITION OF INFORMATION TECHNOLOGY MANAGER EFFECTIVE JANUARY 6, 2020.

WHEREAS, Paige G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

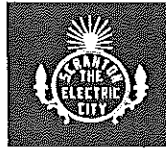
WHEREAS, Frank Swietnicki, has the experience, education and training necessary to act as Information Technology Manager for the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Frank Swietnicki, 708 O'Hara Street, Scranton, Pennsylvania 18505, is hereby appointed as Information Technology Manager to serve at the will of the Mayor.

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.



January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have reappointed **Frank Swietnicki**, 708 O'Hara St. Scranton, PA 18505 to the position of *IT Director* effective January 6, 2020.

Mr. Swietnicki's salary will be \$61,110.00 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

A handwritten signature in black ink, reading "Paige G. Cagnetti".

Paige G. Cagnetti
Mayor, City of Scranton

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor



DEPARTMENT OF LAW

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

January 27, 2020

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

RECEIVED
JAN 27 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF
FRANK SWIETNICKI, 708 O'HARA STREET, SCRANTON, PENNSYLVANIA, 18505
TO THE POSITION OF INFORMATION TECHNOLOGY MANAGER EFFECTIVE
JANUARY 6, 2020.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF MARY PAT WARD, 1322 SCHLAGER STREET, SCRANTON, PENNSYLVANIA, 18504, TO THE POSITION OF EXECUTIVE DIRECTOR, OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT EFFECTIVE JANUARY 6, 2020.

WHEREAS, Paige G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

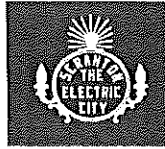
WHEREAS, Mary Pat Ward has the experience, education and training necessary to serve as Executive Director, Office of Economic and Community Development of the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED that the appointment of Mary Pat Ward, 1322 Schlager Street, Scranton, PA is hereby approved as is the execution of any and all documents necessary to formalize that appointment.

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.



January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have reappointed **Mary-Pat Ward**, 1322 Schlager St. Scranton, PA 18504 to the position of *Director of OECD* effective January 6, 2020.

Mrs. Ward's salary will be \$53,152.00 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

A handwritten signature in black ink, reading "Paige G. Cognetti".

Paige G. Cognetti
Mayor, City of Scranton

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor



DEPARTMENT OF LAW

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January 27, 2020

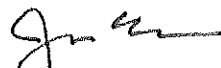
RECEIVED
JAN 27 2020
OFFICE OF CITY
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF MARY PAT WARD, 1322 SCHLAGER STREET, SCRANTON, PENNSYLVANIA, 18504, TO THE POSITION OF EXECUTIVE DIRECTOR, OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT EFFECTIVE JANUARY 6, 2020.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF BRIAN FALLON, 719 RIVER STREET, SCRANTON, PENNSYLVANIA, 18505 TO THE POSITION OF DIRECTOR OF THE DEPARTMENT OF PARKS AND RECREATION EFFECTIVE JANUARY 6, 2020.

WHEREAS, Page G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

WHEREAS, Brian Fallon, has the experience, education and training necessary to act as Director of the Department of Parks and Recreation for the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Brian Fallon, 719 River Street, Scranton, Pennsylvania 18505, is hereby appointed as Director of the Department of Parks and Recreation to serve at the will of the Mayor.

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.



January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have reappointed **Brian Fallon**, 826 River St. Scranton, PA 18505 to the position of *Director of Parks & Recreation* effective January 6, 2020.

Mr. Fallons's salary will be \$52,500.00 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor



DEPARTMENT OF LAW

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

January 27, 2020

RECEIVED

JAN 27 2020

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 A RESOLUTION AUTHORIZING APPOINTMENT OF
BRIAN FALLON, 719 RIVER STREET, SCRANTON, PENNSYLVANIA, 18505 TO
THE POSITION OF DIRECTOR OF THE DEPARTMENT OF PARKS AND
RECREATION EFFECTIVE JANUARY 6, 2020.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF PATRICK J. SHERIDAN, CPA, 106 STONE RIDGE CIRCLE, CLARKS SUMMIT, PENNSYLVANIA 18411 TO THE POSITION OF INTERIM BUSINESS ADMINISTRATOR EFFECTIVE JANUARY 6, 2020.

WHEREAS, Paige G. Cagnetti was elected Mayor of the City of Scranton; and

WHEREAS, Mayor Cagnetti took office on January 6, 2020; and

WHEREAS, Patrick J. Sheridan, CPA has the experience, education and training necessary to act as Interim Business Administrator for the City of Scranton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Patrick J. Sheridan, CPA, 106 Stone Ridge Circle, Clarks Summit, Pennsylvania 18411, is hereby appointed as Interim Business Administrator to serve at the will of the Mayor.

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.



January 24, 2020

Rebecca McMullen
Acting Director of Human Resources
340 North Washington Avenue
Scranton, PA 18503

Dear Mrs. McMullen:

Please be advised that I have appointed **Patrick J. Sheridan**, CPA, 106 Stone Ridge Circle, Clarks Summit, PA 18411-8714 to the position of Business Administrator for the City of Scranton effective Monday, January 6th, 2020.

Mr. Sheridan's salary will be \$95,000.00 yearly with benefits.

Please adjust your records accordingly.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton

Tcl/PGC (TCL)

CC: John Murray, City Controller
Patrick Sheridan, Business Administrator
Lindsey Manley, Payroll
Debbie Torba, Insurance
Jessica Eskra, Esq., City Solicitor



RECEIVED

JAN 28 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

DEPARTMENT OF LAW

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

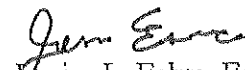
January 27, 2020

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF
PATRICK SHERIDAN, 106 STONE RIDGE CIRCLE, CLARKS SUMMIT,
PENNSYLVANIA 18411 TO THE POSITION OF INTERIM BUSINESS
ADMINISTRATOR EFFECTIVE JANUARY 6, 2020.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl