# AGENDA REGULAR MEETING OF COUNCIL September 1, 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 CORRESPONDENCE RECEIVED FROM LACKAWANNA COUNTY SOLID WASTE MANAGEMENT AUTHORITY DATED JULY 28, 2020 REGARDING AGREEMENT WITH LACKAWANNA RECYCLING, INC.
  - Correspondence received from Lackawanna Solid Waste Mgmt Authority dated 7-28-2020.pdf
- 3.B SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON REPORT 2019-2020 YEAR TO DATE JULY 31, 2020.
  - Single Tax Office City Funds Distributed July 2019-2020.pdf
- 3.C MINUTES OF THE REGULAR MEETING OF THE SCRANTON REDEVELOPMENT AUTHORITY HELD JULY 8, 2020.
  - Scranton Redevelopment Authority Meeting Minutes 07-08-2020.pdf
- 3.D MINUTES OF THE CIVIL SERVICE COMMISSION MEETING HELD JULY 16, 2020.
  - Civil Service Commission Meeting Minutes 07-16-2020.pdf
- 3.E FUEL CARD ANALYSIS RECEIVED FROM OFFICE OF THE CITY CONTROLLER FOR THE PERIOD MAY 24 THROUGH JUNE 23, 2020.

Fuel Card Analysis received from City Controller dated 6-23-2020.pdf

3.F CHECK RECEIVED FROM COMCAST IN THE AMOUNT OF \$259,866.75 FOR QUARTERLY FRANCHISE FEE.

Check received from Comcast for 2nd Qtr 2020 Franchise Fee 08-13-2020.pdf

3.G CORRESPONDENCE DATED AUGUST 14, 2020 FROM THOMAS J. ANDERSON & ASSOCIATES REGARDING THE FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION (MMO) FOR THE CITY OF SCRANTON'S PENSION PLAN FOR 2021.

Projected Calculation of 2021 MMO received from Thomas Anderson.pdf

3.H CONTROLLER'S REPORT FOR MONTH ENDING JULY 31, 2020.

Controller's Report 07-31-2020.pdf

3.I MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD JULY 15, 2020.

Non-Uniform Municipal Pension Board Minutes 07-15-2020.pdf

3.J AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD AUGUST 19, 2020.

Agenda for Non-Uniform Municipal Pension Board 08-19-2020.pdf

3.K MINUTES OF THE SCRANTON LACKAWANNA HEALTH & WELFARE AUTHORITY MEETING HELD JANUARY 16, 2020.

Scranton Lackawanna Health & Welfare Authority Minutes

1-16-2020.pdf

3.L FUEL CARD ANALYSIS RECEIVED FROM OFFICE OF THE CITY CONTROLLER FOR THE PERIOD JUNE 24 THROUGH JULY 23, 2020.

Fuel Card Analysis dated July 23, 2020.pdf

3.M MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD JULY 15, 2020.

Composite Pension Board Minutes July 15, 2020.pdf

3.N AGENDA FOR THE ZONING HEARING BOARD MEETING TO BE HELD SEPTEMBER 2, 2020.

Agenda for Zoning Hearing Board 9-2-2020.pdf

- 4. CITIZENS PARTICIPATION
- 5. <u>INTRODUCTION OF ORDINANCES, RESOLUTIONS,</u>
  <u>APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS &</u>
  COMMISSIONS MOTIONS & REPORTS OF COMMITTEES
- 5.A MOTIONS.
- 5.B FOR INTRODUCTION AN ORDINANCE APPROVING AND ACCEPTING THE CITY OF SCRANTON CAPITAL BUDGET FOR THE YEAR 2021 PURSUANT TO SECTION 904 OF THE CITY'S HOME RULE CHARTER.

Ordinance-2020 Capital Budget 2021.pdf

5.C FOR INTRODUCTION - AN ORDINANCE - AN ORDINANCE AUTHORIZING THE CITY OF SCRANTON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF LACKAWANNA AND THE COUNTY OF LACKAWANNA TAX CLAIM BUREAU, WHEREBY THE RESPONSIBILITY AND RIGHT TO COLLECT DELINQUENT REAL ESTATE TAXES FROM THE CITY OF SCRANTON SHALL BE

TRANSFERRED FROM THE CITY OF SCRANTON TO THE LACKAWANNA COUNTY TAX CLAIM BUREAU.

Ordinance-2020 Intergovernmental Agreement with Lacka County
Tax Claim Bureau.pdf

5.D FOR INTRODUCTION - A RESOLUTION - APPOINTMENT OF MARY BETH MIKOLAYCZAK, 413 ARTHUR AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY.

MS. MIKOLAYCZAK WILL BE REPLACING KATHLEEN GALLAGHER WHO RESIGNED JUNE 18, 2020. MS. MIKOLAYCZAK WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE JULY 9, 2020 AND WILL EXPIRE ON JUNE 18, 2025.

Resolution-2020 Appt. Mary Beth Mikolayczak to Recreation Authority.pdf

5.E FOR INTRODUCTION - A RESOLUTION - APPOINTMENT OF MICHAEL HANLEY, 800 WOODLAWN STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE BOARD OF THE SCRANTON REDEVELOPMENT AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE JULY 10, 2020. MR. HANLEY WILL BE REPLACING GENE TESEROVITCH WHOSE TERM EXPIRED FEBRUARY 4, 2020. MR. HANLEY'S TERM WILL EXPIRE ON FEBRUARY 4, 2025.

Resolution-2020 Appt. Michael Hanley to Redevelopment Authority.pdf

5.F FOR INTRODUCTION - A RESOLUTION - APPOINTMENT OF WILLIAM KING, 1310 RIDGEWOOD AVENUE, SCRANTON, PENNSYLVANIA, 18505 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION FOR A FOUR (4) YEAR TERM EFFECTIVE JULY 13, 2020. WILLIAM KING WILL BE REPLACING THOMAS J. GALELLA, JR. WHOSE TERM EXPIRED. WILLIAM KING'S TERM WILL EXPIRE ON DECEMBER 31, 2024.

Resolution-2020 Appt. William King to City Planning Commission.pdf

5.G FOR INTRODUCTION - A RESOLUTION - RE-APPOINTMENT OF JOSEPH A.
MURPHY, 610 DEPOT STREET, SCRANTON, PENNSYLVANIA, 18509 AS A
MEMBER OF THE SCRANTON CITY PLANNING COMMISSION EFFECTIVE JULY

14, 2020. MR. MURPHY'S PRIOR TERM EXPIRED ON DECEMBER 31, 2015 AND WAS HELD OVER FOR A FULL FOUR (4) YEAR TERM EXPIRING DECEMBER 31, 2019. HIS NEW TERM WILL EXPIRE ON DECEMBER 31, 2023.

Resolution-2020 Re-Appt. Joseph Murphy to City Planning Commission.pdf

5.H FOR INTRODUCTION - A RESOLUTION - APPOINTMENT OF NORMA JEFFRIES, 619 COLFAX AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE JULY 21, 2020. MS. JEFFRIES WILL BE REPLACING PAUL DEANTONA WHO RESIGNED JULY 2, 2020. MS. JEFFRIES WILL FILL THE UNEXPIRED TERM OF PAUL DEANTONA WHICH IS SCHEDULED TO EXPIRE JUNE 17, 2024.

Resolution-2020 Appt. Norma Jeffries to Recreation Authority.pdf

5.I FOR INTRODUCTION - A RESOLUTION - APPOINTMENT OF JANE RISSE, 1707 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE CITY PLANNING COMMISSION EFFECTIVE JULY 29, 2020 FOR A FOUR (4) YEAR TERM. MS. RISSE WILL BE REPLACING JAMES THOMAS WHOSE TERM EXPIRED. JANE RISSE'S TERM WILL EXPIRE ON DECEMBER 31, 2024.

Resolution-2020 Appt. Jane Rissse to City Planning Commission.pdf

5.J FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH URBAN ELECTRICAL CONTRACTORS, INC. TO PERFORM MAINTENANCE OF STREET LIGHTS FOR A TWENTY-FOUR (24) MONTH PERIOD.

Resolution-2020 Urban Electrical Contractors.pdf

5.K FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH A&M ELECTRICAL CONSTRUCTION INC. TO PROVIDE

MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON FOR A TWO YEAR PERIOD.

Resolution-2020 A&M Electrical Construction.pdf

### 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A NO BUSINESS AT THIS TIME.

### 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A NO BUSINESS AT THIS TIME.

### 8. ADJOURNMENT

### LACKAWANNA COUNTY SOLID WASTE MANAGEMENT AUTHORITY

### 3400 Boulevard Ave

### Scranton Pennsylvania 18512

July 28, 2020

Kevin C. Hayes, Esquire Solicitor, Scranton City Council.

Via E Mail

Re: Recycling

Dear Attorney Hayes:



OFFICE OF CITY COUNCIL/CITY CLERK

Your letter of July 8, 2020, originally issued to Lackawanna County Commissioners is now with the Lackawanna County Solid Waste Management Authority and the Board has directed me to respond.

You write that it was reported at the July7,2020 meeting conducted at the 911 center that the agreement between the Authority and Lackawanna Recycling Inc. was "terminated and/or deemed null and void". I appreciate your bringing this point to my attention. It is incorrect. The Agreement is in full force and effect.

As to the other numbered points raised in your letter:

- Neither party has asserted a breach by the other. By way of further clarification, use of "best efforts" is incident to the number of laborer's provided. The goal was 15 for smooth operation but the same was not attainable on a regular basis. The provision of the labor in general was a condition not subject to best effort.
- The co-mingled recycling issue, has financial'. environmental and compliance
  exigencies. Thus, the Authority directed a resolution, if possible, to reopen the
  comingled line under current conditions. The same was approved on July 16 at the
  regular Authority meeting.
- 3. Authority members: Richard Miller, Manuel Griffin, Al Lawrence, Al Senofonte. Solicitor, Cummings Law, Thomas Cummings.
- 4. The pricing schedule was approved on July 16, 2020.
- 5. It is my understanding that the County representative distributed excel sheets at the July 7, 2020 meeting. I will put together a set and have them forwarded to you.

I am avaiable to meet with Council to fully discuss the thirty years history of the recycling project in Lackawanna County, current conditions and future plans.

Very truly yours,

1st Thomas P. Cummings Jr.

Thomas P. Cummings, Jr. LCSWMA

### SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISON 2020 - 2019

	YTD <u>7/31/2019</u>	YTD <u>7/31/2020</u>	Increase (Decrease)	Pct.
Real Estate	\$26,779,937.06	\$ 26,619,286.55	(\$160,650.51)	-0.6%
Delinquent Real Estate	\$1,248,737.38	\$ 960,249.80	(\$288,487.58)	-23.1%
LST/EMS	\$2,922,025.32	\$ 2,892,517.65	(\$29,507.67)	-1.0%
Bus Priv/Merc	\$2,282,094.00	\$ 2,101,730.86	(\$180,363.14)	-7.9%
	\$33,232,793.76	\$32,573,784.86	\$ (659,008.90)	



OFFICE OF CITY COUNCIL/CITY CLERK



### 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



AUG - 5 2020

OFFICE OF CITY COUNCIL/CITY CLERK

### Approved Minutes Regular Meeting

Wednesday, July 8, 2020 Schimelfenig Pavilion, Nay Aug Park 12:15 P.M.

Olympus Digital Voice Recorder VN-7200, File A, Track 56

Bob Timlin welcomed the Authority Members back from a long absence due to the COVID 19 Pandemic. Mr. Timlin also asked Atty. Kelly to thank Bob Gattens Chair of the Recreation Authority for the use of the Pavilion so that the Authority can hold its meeting.

### I. Roll call:

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

Teserovitch, Chairman Timlin.

SRA Coordinator: Denise Nytch

Solicitor: Paul Kelly

Absent:

### II. Reading and approval of minutes:

March 2020 minutes approved:

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

### Roll Call Vote

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

### III. Bills and Communications:

Attorney Paul Kelly Legal Bills - \$2,698.00 (April, May, June)

- Mr. Savinelli made the motion to approve payment of legal invoice.
- Mr. Teservoitch seconded.

### Roll Call Vote

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

Scranton Times Invoice \$55.50 for cancellation of May meeting Scranton Times Invoice \$55.50 for cancellation of April meeting Scranton Times Invoice \$87.35 Reschedule of July's SRA meeting

- Mr. Schwartz made a motion to approve payment of the Scranton Times Invoices.
- Mr. Savinelli seconded.

### Roll Call Vote

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

### IV. Report of the Secretary:

Mr. Savinelli - No report.

### V. Reports of Committees:

Property Committee: Mr. Teserovitch - No report at this time.

Audit Committee: Mr. Schwartz - No report at this time.

### VI. Financial Statements:

Mr. Timlin was in contact with Michael Dougherty for the audit asked him to contact Disha directly. Disha has not heard from Mr. Dougherty, Mr. Timlin will contact him again this afternoon to see where we stand with the audit.

Financial Statements Approved – None at this time.

March 2020 statements to defer so that the SRA can review them.

### VII. New Business/Unfinished Business:

John Pasco sent four (4) checks each for \$225.00 for property he leases from SRA

Lamar Letter for Lease Agreement – Atty. Kelly stated that this letter asked that the Authority reduce the monthly lease amount from \$1,650.00 to \$1,000.00 for the sign at the 800 block of N. Washington Avenue. Atty. Kelly spoke with Chairman Timlin indicating he didn't believe it was in the Authority's best interest to entertain this letter at this date because on March 12, 2019 Atty. Kelly wrote a letter to Lamar asking to provide the SRA with copies of all leases of billboards they have with the SRA to date they haven't responded. Atty. Kelly sent a letter to Joffrey MacGregor asking for the leases of each billboard without that the SRA would not entertain their request of lower monthly payments.

Brian Wallace was notified to clean the SRA properties at Vine & Prescott, N. Washington and the property at N. Main Ave. Brian's bill will be readjusted to reflect that the N. Main Ave. property was already cleaned by an unknown professional.

Cooper's sent four (4) checks in the amount of \$500.00.

Kenmarg sent three (3) checks in the amount of \$877.19.

Mr. Timlin asked Atty. Kelly to check with Bob Gatten with the Scranton Municipal Recreation Authority to reserve the Schimelfenig Pavilion for future SRA meetings for August 5, 2020 & September 2, 2020.

### VIII. Adjournment:

Mr. Schwartz made the motion to adjourn.

Mr. Cummings seconded.

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

### Roll Call Vote

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



### City of Scranton

Civil Service Commission 340 N. Washington Avenue Scranton, PA 18503 SOLICITOR: Christian Owens, Esquire

# Approved Minutes July 16, 2020 Civil Service Meeting



I. Pledge of Allegiance Completed.

OFFICE OF CITY
COUNCIL/CITY CLERK

### II. Roll Call

Roll call was taken. Chairman Kevin Morgan was present via zoom. Commissioner Elizabeth Garcia was present in-person.

Solicitor Christian Owens, Esq. was present.

Civil Service Commission Coordinator, Denise Nytch, was present.

Absent: Commissioner Karen DeSandis

### III. Approval of Minutes

• By way of motion by Chairman Morgan and seconded by Commissioner Garcia, the Commission approved the minutes for June 11, 2020 – all in favor.

### IV. Approval of Bills

- By way of motion by Chairman Morgan and seconded by Commissioner Garcia, the Commission approved the legal bills from Solicitor Owens in the amount of \$2,109.00 for legal services- all in favor.
- By way of motion by Chairman Morgan and seconded by Commissioner Garcia, the Commission approved to pay invoice from The Scranton Times in the amount of \$69.15.50 (reschedule of the July meeting) all in favor.

### V. Unfinished Business

• The Commission received a letter from former Chairman Loscombe regarding the outcome of Mr. Mariano's complaint that was pending before the previous Commission. The former Commission decided in Mr. Mariano's favor. After reviewing the decision, the Commission made a motion to include Mr. Mariano on a certified list. By way of motion by Chairman Morgan and seconded by Commissioner

Garcia, the Commission approved including Mr. Mariano on the current Police Entry List and Certifying said list – all in favor.

- Police Entry Exams and Police Promotional Testing were discussed. Solicitor Owens reported that progress was being made toward scheduling a test. A space at Montage Mountain was identified as the site for the testing; however, Pennsylvania issued new COVID-19 restrictions on July 15, which may pose additional limitations on the ability of testing. Solicitor Owens stated that the Montage Mountain facilities is in Scranton, and not in Moosic. Solicitor Owens will report back on progress at the next meeting.
- Fire Department Entry Test was discussed. Solicitor Owens reminding the Commission that the Chief will be speaking to the Mayor about the needs for an entry test and to report back.
- Police Department Promotional Testing was also discussed. Solicitor Owens previously confirmed with a member of the Police Department the positions that require a promotional test.
- Fire Department Promotional Testing. Solicitor Owens read a letter from Former Chairman Loscombe regarding the previous Fire Department promotion test and how the scores for the test were calculated. After reading the letter, Solicitor Owens presented the Commission and the public with packets of information regarding the testing for the previous promotional examination, which contained sign-up, scores, and other documents.

### VI. New Business

 Request for Materials from Oral Testing for SFD Promotional Exams. This topic was discussed under Old Business. See above.

### VII. Communication and Reports/Public Comment

Paul Schirra a member of the Scranton Fire Department asked for a status regarding
his request for a hearing for being passed over for a promotion under veteran's
preference. He presented copies of his request and a certified letter receipt. Solicitor
Owens and Coordinator Nytch reviewed the information and mentioned that it had
not been received by the Commission. They will search for the request in the mail
room.

### VIII. Adjournment

 By way of motion by Commissioner Morgan and seconded by Commissioner Garcia, the Commission authorized the meeting to be adjourned; all in favor.

Fuel Card Analysis						Abdata
Summary By Depart	ırtment					
2020						
All Department Sum	ımmary			and a second sec		- I - I - I - I - I - I - I - I - I - I
			L. L			
Department	Dec24/Jan23	Jan 24/Feb23	Feb 24/Mar23	Jan 24/Feb23 Feb 24/Mar23 Mar 24/Apr 23 Apr 24/May 23	Apr 24/May 23	May 24/June 23
DPW	1149.84	931.45	1,150.06	347.98	818.67	1034.78
Fire	340.18	266.74	173.83	124.54	111.95	251.41
	99.50	118.31	68.40	42.94	53.63	59.86
Mayor (No Card)	0.00	0.00	00.0	0.00	0	0
Parks	114.87	109.22	105.77	71.98	68.42	78.67
Permits	53.05	76.59	25.82	56.07	44.89	37.04
Police	2,065.66	2,202.02	1,681.78	1,383.76	1198.13	1496.99
Unasigned	10,702.93	9,999.27	10,976.52	8,147.55	6019.72	8717.74
	14,526.03	13,703.60	14,182.18	10,174.82	8315.41	11,676.49
			No management of the state of t		8,303.41	
			The state of the s		credit of \$12.00	
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OFFICE OF CITY COUNCIL/CITY CLERK

Office o	of the City Controller			
Fuel Ca	rd Analysis		,,,,	
2020				
	DPW			
		May24/Jun23		
Card #	NAME/JOB TITLE	Dates	Units	Amount
1	C. Anzulewicz-Parts Mgr DPW		44.675	64.08
2	Coggins-Tire Repair DPW		0.000	0
5	J. Murphy-Mechanic DPW		29.199	38.84
7	G. Boyd- Mechanic DPW		0.000	0
8	M. Lynady- Mechanic DPW		0.000	0
9	D. Gallagher - Supervisor		119.300	180.28
11	T. Lynch - Recycling		0.000	0
26	T. Santoli - Tree Maint.		0.000	0
81	Flood Control		193.499	273.85
91	C. Jenkins - Supervisor	1.	204.165	284.23
93	L. Wynne - Parks		133.730	193.5
94	Hillcoat - Parks Foreman		0.000	0
			724.568	1,034.78

Controller	s Office	- MITTAGE		
Fuel Card	Analysis			
2020				
	FIRE		· Mr.o	
		May 24/June23		
Card #	Issued	Dates	Units	Amount
18	DeSarno - Chief		0	0
19	Lucas-Dept. A/ Chief		0.000	0
20	Costa-Mechanic		0.000	0
21	S.Flynn-Fire Pervention		0.000	0
22	J. Joyce-Inspector		0.000	0
23	J. Lunney-Inspector		14.395	20.16
25	Car 22		0.000	0
90	Car 21		124.095	231.25
			138.490	251.41

Office of the	ne City Controller			
Fuel Card A	Analysis			
2020				
	IT			
		May 24/Jur	ie <b>2</b> 3	
Card #	Issued	Dates	Units	Amount
14	F. Swietnicki-Direct	or	41.866	59.86
			41.866	59.86

Office of th	e City Controlle	r l		
Fuel Card /	Analysis			
2020				
	PARKS			
		May24/June23		
Card #	Issued	Dates	Units	Amount
1.2	Fallon-Director		55.126	78.67
<u></u>			55.126	78.67

Office of th	e City Controller			
Fuel Card A	nalysis			
2020				
	PERMITS			
		May 24/June 23		
Card #	Issued	Dates	Units	Amount
15	O'Hora-Bldg Maint		0.000	0
17	Oleski-Act Director		26.445	37.04
			26.445	37.04

	ne City Controller			
Fuel Card A	Anaiysis			
2020	POLICE			
	POLICE			
		24/1 22		
		May 24/June 23	Units	Amount
Card #	Issued	Dates	25.189	37.47
71	Dombrowski			37.47
72	DET - Beahan		0.000	0
27	Graziano-Chief			
28	Lieut.R.Martin		12.545	<del> </del>
29	Brenzel-Lieut		28.401	1
30	Moran - SGT		42.406	
31	Namiotka-Lieut		15.574	· · · · · · · · · · · · · · · · · · ·
32	Parking 1		0.000	
33	Parking 2		0.000	
35	SID - Mayer		0.000	1
36	SID - McDonald		0.000	ļ
37	SID - Spathelf		0.000	
39	SID- Mcintyre		26.957	37.74
40	SID - P.Gerrity		0.000	0
41	SID - Hegedus		0.000	
42	SID - Gula		56.464	4 81.47
43	DET - Spinosi		0.000	0 0
44	DET - McLane		62.64	6 87.45
45	DET - Castellano		40.16	9 57.77
46	DET - Jones		53.95	3 79.24
47	DET- Albanesi		17.50	3 23.81
48	DET - Forsette		65.94	4 93.7
49	DET - Pappas		13.29	3 19.41
50	DET - Mayo		0.00	0 0
51	DET - V. Uher		56.43	2 81.15
52	DET- J. Gerrity		0.00	0 0
	DET - Gilroy		28.22	1 41.57
53	DET - Barrett		35.91	
54 55	DET- Lafferty		29.70	
	DET - Fueshko		0.00	
56	DET - Lukasewicz		29.90	
57	DET - Eukasewicz		31.40	
58	DET - Passmore		44.64	
60	DET - K. Uher		15.14	
61			12.08	
62	DET - Denaples		0.00	
70	T. Garvey		153.60	/
75	Turner		58.29	
83	Celuck-Training		0.00	
85	DET - Schultz		0.00	
86	M. Phillips		0.00	
88	B. Lynady		71.84	
92	Monahan-Inspec		1,028.24	

Office of th	e City Controller			
Fuel Card A	\nalysis			
2020				
	UNASSIGNED			
-		May 24/June23		
Card #	Issued	Dates	Units	Amount
82	K. Neary - Anim ctrl		52.366	73.44
89	K. Eiden - Parks		0.000	0
64	551 Moosic (House CARD)		3451.148	5,045.18
65	220 S 7th (HOUSE CARD)		1464.254	
67	1227 S Main (House CARD)		862.303	1,286.21
95	Ford Van - Fire Dept		0.000	0
96	C. Hallock - Police		12.474	19.21
97	B. Ritter -Parks		0.000	0
98	McMullen - DPW		0.000	1
99	Master Mechanic		51.656	72.15
100	D. Mitchell -Police		56.241	81.52
101	M. Schultz- Police		C	0
104	J. Hoban - Fire Dept		(	<u> </u>
106	J. Weaver-Police		48.169	70.93
			5998.611	8717.74

1			
CITY A	E CCDANITANI	134	June 24, 2020
CITO	FSCRANTON	VOUCHER NUMBER	DATE
		Public Works	Garages
TO: DEPT. (	OF ADMINISTRATION	DEPARTMENT	BUREAU OF
, _ ,		_	01.080.00085.4301
	Wex Bank	APPROVED FOR PAYMENT	APPROPRIATION
PAY TO _	WEA BAIR	24 1020	PURCHASE ORDER NO.
_		JUN 2 CITY CONTROLL CITY OF SCRAN	TON
F	<b>OR:</b> Gas for period o	f May 24 to June 23, 2020	
		3) Manham	, \$11,275.82
Λ	APPROVED - BUREAU HEAD	APPROVED - BUREAU OF PURCHASING	AMOUNT APPROVED

TREASURER'S COPY

APPROVED - BUREAU HEAD

11,676.49 400.67 - Relate 11,275.82

HOVED - CITY MONTROLLER



### SUNTRAK °

### **Invoice Statement**

INVOICE NUMBER: ACCOUNT NAME:

66070389 City of Scranton

PAGE 1

LVG	انتاز
	* 100 x 100
ACCOUNT NUMBER CREDIT LIMIT DAYS THIS PERIOD BILL CLOSING DATE PAYMENT DUE DATE AMOUNT DUE	106-20333
	2010/07/2007
	450,000
	200 March 4
	<b>水砂洗油 打</b>
11 275 R2 2	######################################
0496-00-264494-6 39,500.00 39,500.00	200 to 12 mile 200

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
JUN-10-2020	Payment - Thank You Fuel Purchases Rebates and Rebate Reversals	11,676.49	8,303.41
JUN-10-2020 JUN-23-2020 JUN-23-2020	Rebates and Rebate Reversals		400,67
			1 S Drag
£			
ļ			<u> </u>
· ·			
44			
	The Finance Charge is determined by applying a periodic rate of 0%		

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
8,303.41	8,303.41	11,676.49	400.67	11,275.82

CALL CUSTOMER SERVICE TO PAY BY PHONE

"OR IMPORTANT INC ""



REPORT FOR: City of Scranton 0496-00-264494-6 MAY-24-2020 TO JUN-23-2020

PAGE 1

# Financial Summary

ACCOUNT NUMBER

0496-00-264494-6

City of Scranton

DESCRIPTION BUILDINGS . PERIOD . YTD DET Unleaded Regular YTD YTD YTD			Control of the second of the second of						LELIC VIL	ď
		UNITS COST	TOTAL	FEES	FUEL \$ =	CINER *	TAX	ā	PURCHASES	
				0.00	0.00	0.00	0.00	0.00		56.25
		25.19	2.249	00.0	56.59	0.00	0 -19.12	37.47		
	PERIOD			0.00	1,012.87	0.00	-19.12	37.47	37.47	47 24
DPW Unleaded Regular		724.57	2.190	0.00	1,584.73	0.00	0 -549.95	1,034.78		
<u>,                                      </u>				00.0	1,584.73	00.0	0 -2,542.57	1,034.78	1,034.78 5,420.78	87.78
FIRE Regular Diesel #2 Unleaded Recular	·	58.49 80.01	3.399	0.00	198.81	0.00	-57.57	141.24		
PERIOD				0.00	369.69 1,623.26	0.00	-118.28	251.41	251.41 1,268.65	24. 26.
Unleaded Requiar	Le	41.87	2.188	00.0	91.64	0.00	0 -31.78	59.86		
				0.00	91.64	0.00	-31.78	59.86	59.86	88.99
PARKS Luieaded Regular		55.12	2.184	0.00	120,50	0.00	0 -41.83	78.67		
	PERIOD			0.00	120.50	0.00	41.83	78.67 548.93	78. 548.	93
PERMITS Unleaded Regular		26.45	2.159	00.00	57.12	0.00	-20.08	37.04		
PERIOD	表: 「本意味」をあるとは、「本のでは、これでは、これでは、 「ないでは、これでは、これでは、これでは、これでは、これでは、これでは、これでは、これ			0.00	57.12 346.18	0.00	108.97	37.04	237	37.04
		44.39 958.70	2.978	0.00	132.23 2,098.66	0.00	.43.67 00 -727.70	88.56 1,370.96		
PERIOD			The second secon	0.00	2,230.89	0.00	7771.37	<b>~</b> m	1,459.52	35
Unleaded 4 Unleaded Flus Unleaded Flus Unleaded Regular Sunoco Volume Rebate	ar Rebate	69.08 89.19 5,840.53 8,013,36	3.011 2.498 0.050	0.00 0.00 0.00 400.67	198.83 222.84 12,849.00 0.00	00.00	20 -52.42 00 -67.69 00 -4,432.82 000	146.41 155.15 8,416.18 0.00		
PERIOD				400.67	13,270,67 80,197,92	86	.00 4,552,93 .00 -25,270.83	8,717,74 84,927,09	8,317.07 52,830.36	36.
ACCOUNT TOTALS  Regular Diesel #2 Unleaded 4 Unleaded Plus Unleaded Plus	#2 lar ·	44.39 58.49 69.08 89.19 7,752.44	2.978 3.399 3.011 2.498 17.497	00000	132.23 198.81 198.83 222.84 17,029.12	86666	73.57 00 -57.57 00 -57.42 00 -67.69 00 -5,883.89	88.56 141.24 146.41 155.15 11,145.13		
				******	244					



PAGE 2 END OF REPORT

REPORT FOR: City of Scranton 0496-00-264494-6 MAY-24-2020 TO JUN-23-2020

# Financial Summary

FLEETINAME	City of Scranton
ACCOUNT NUMBER	0496-00-264494-6

PURCHAS		70,27		
NET &	00.0	72,929.89		
EXEMPTED NET \$ TAX	00.0	, 46,105.34 , 33,593.39		
OTHER \$	00'0	00.0		
	0.00	17,781.83 106,523.28		
TOTAL FEES   FUEL \$	400.67	_400.67 _2,096.73		
COST	0,050			
UNITS	013.36			
				******
	4 0 A A A A A A A A A A A A A A A A A A	To make the second seco	11,275.82	
N		Ime Rebate	- Invoice 6607	
DESCRIPTION		Sunoco Volume Rebate PERIOD YTD	LE SUMMARY.	
NT		rotals	ACCOUNTS RECEIVABLE SUMMARY - Invoice 66070389 PREVIOUS BALANCE PAYMENTS PAYMENTS PAYMENTS CREDITS ANCILLARIES AMOUNT DUE 11,27	
DEPARTMENT		ACCOUNT TOTALS	A YOTOO A A CAUTE IN THE STATE OF THE STATE	



### DEPARTMENT OF BUSINESS ADMINISTRATION

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

### **MEMORANDUM**

RECEIVED

AUG 1 4 2020

DATE:

August 13, 2020

TO:

Wayne Beck, City Treasurer

OFFICE OF CITY COUNCIL/CITY CLERK

FROM:

Nancy Krake, Staff Accountant

RE:

Check for Deposit

Enclosed kindly find the following check received from Comcast, representing the CATV franchise fee due the City of Scranton for Invoice/Statement Apr-Jun, 2020. Invoice #695857.

Comcast

Ck. # 521080316

\$259,866.75

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

cc:

John Murray, City Controller Scranton City Council &

Rebecca McMullen, Finance Manager

File

(comcast

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

17478417

PAGE: 1 of 1

DATE: August 3, 2020 CHECK NUMBER: 521080316 AMOUNT PAID: \$259,866.75

/////բուկիկվերիկիկիկիկիկիկիկինենուրդեռներու

ATTN CITY CLERK 340 N WASHINGTON AVE SCRANTON PA 18503



**VENDOR NUMBER: 267205** 

VENDOR: SCRANTON CITY OF PA

INVOICE NO.	INVOICE DATE	ACCOUNT NUMBER	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
695857	06/30/20		303121-Scranton PA	\$0.00	\$259,866.75
090001	00/00/20		TOTALS	\$0.00	\$259,866.75

PLEASE DETACH BEFORE DEPOSITING CHECK

(comcast.

COMCAST FINANCIAL AGENCY CORPORATION A Comcast Cable Communications Group Company

1701 JFK Boulevard

Philadelphia, PA 19103-2838

CHECK

NUMBER

521080316

56-1544 441

August 3, 2020

\*\*\* VOID AFTER 180 DAYS \*\*\*

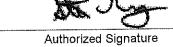
PAY TO THE ORDER OF: SCRANTON CITY OF PA ATTN CITY CLERK 340 N WASHINGTON AVE SCRANTON, PA 18503

CHECK AMOUNT

\$259,866.75

EXACTLY \*\*\*\*\*\*\*259,866 DOLLARS AND 75 CENTS

JPMorgan Chase Bank, N.A. Columbus, OH



# PROJECTED CALCULATION OF 2021 MINIMUM MUNICIPAL OBLIGATION FOR CITY OF SCRANTON

	POLICE PENSION <u>PLAN</u>	FIREMEN'S PENSION <u>PLAN</u>	NON-UNIFORMED EMPLOYEES PENSION <u>PLAN</u>	TOTAL PENSION <u>PLANS</u>
1 TOTAL ANNUAL PAYROLL Estimated Payroll	\$11,500,000	\$11,000,000	\$6,000,000	\$28,500,000
2 NORMAL COST AS A PERCENTAGE OF PAYROLL (Derived from latest actuarial valuation ) 1/1/19	8.93%	8.75%	1.25%	7.24%
3 TOTAL NORMAL COST (Item 1 x Item 2)	\$1,026,950	\$962,500	\$75,000	\$2,064,450
4 AMORTIZATION REQUIREMENT ( Derived from latest actuarial valuation )	\$3,914,864	\$7,095,674	\$608,942	\$11,619,480
5 TOTAL ADMINISTRATIVE EXPENSES ( Derived from latest actuarial valuation )	\$55,000	\$55,000	\$60,000	\$170,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)	\$4,996,814	\$8,113,174	\$743,942	\$13,853,930
7 TOTAL MEMBERS CONTRIBUTIONS	\$690,000	\$660,000	\$35,000	\$1,385,000
8 FUNDING ADJUSTMENT ( Derived from latest actuarial valuation )	80	\$0	<b>3</b> 0	\$0
9 MINIMUM MUNICIPAL OBLIGATION (+ Item 6 - Item 7 - Item 8)	\$4,306,814	\$7,453,174	\$708,942	\$12,468,930

RECEIVED AUG 14 2000

BASED UPON 1-1-19 ACTUARIAL VALUATION

OFFICE OF CITY CLERK

### FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2021

NAME OF MUNICIPALITY: COUNTY:	CITY OF SCRANTON LACKAWANNA	POLICE PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		\$11,500,000
2 NORMAL COST AS A PERCENT. ( Derived from latest actuarial valua		8.93%
3 TOTAL NORMAL COST (Item 1 x Item 2)		\$1,026,950
4 AMORTIZATION REQUIREMEN ( Derived from latest actuarial value		\$3,914,864
5 TOTAL ADMINISTRATIVE EXP. ( Derived from latest actuarial value		\$55,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		\$4,996,814
7 TOTAL MEMBERS CONTRIBUT	TIONS	\$690,000
8 FUNDING ADJUSTMENT ( Derived from latest actuarial value	ation )	\$0
9 MINIMUM MUNICIPAL OBLIGA (+ Item 6 - Item 7 - Item 8)	ATION	\$4,306,814
Signature of Chief Administrative	Officer	Date Certified to Governing Body

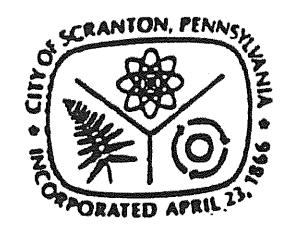
### FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2021

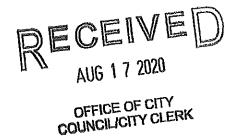
NAME OF MUNICIPALITY: COUNTY:	CITY OF SCRANTOI LACKAWANNA	N FIRE PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		\$11,000,000
2 NORMAL COST AS A PERCENTA ( Derived from latest actuarial valuat		8.75%
3 TOTAL NORMAL COST (Item 1 x Item 2)		\$962,500
4 AMORTIZATION REQUIREMEN' ( Derived from latest actuarial valuat		\$7,095,674
5 TOTAL ADMINISTRATIVE EXPE ( Derived from latest actuarial valuate		\$55,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		\$8,113,174
7 TOTAL MEMBERS CONTRIBUTI	ONS	\$660,000
8 FUNDING ADJUSTMENT ( Derived from latest actuarial valuate	tion )	\$0
9 MINIMUM MUNICIPAL OBLIGA (+ Item 6 - Item 7 - Item 8)	TION	\$7,453,174
Signature of Chief Administrative (	Officer	Date Certified to Governing Body

### FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION BUDGET FOR 2021

NAME OF MUNICIPALITY: COUNTY:	CITY OF SCRANTON LACKAWANNA	NON-UNIFORMED PENSION PLAN
1 TOTAL ANNUAL PAYROLL Estimated Payroll		\$6,000,000
2 NORMAL COST AS A PERCENTA ( Derived from latest actuarial valual		1.25%
3 TOTAL NORMAL COST ( Item 1 x Item 2 )		\$75,000
4 AMORTIZATION REQUIREMEN ( Derived from latest actuarial valua		\$608,942
5 TOTAL ADMINISTRATIVE EXPE ( Derived from latest actuarial valua		\$60,000
6 FINANCIAL REQUIREMENT (+ Item 3 + Item 4 + Item 5)		\$743,942
7 TOTAL MEMBERS CONTRIBUT	IONS	\$35,000
8 FUNDING ADJUSTMENT ( Derived from latest actuarial valua	tion )	\$0
9 MINIMUM MUNICIPAL OBLIGA (+ Item 6 - Item 7 - Item 8)	TION	\$708,942
Signature of Chief Administrative (	Officer	Date Certified to Governing Body
Signature of Chief Administrative (	JHICET	Date Certified to Governing Body

### CITY OF SCRANTON PENNSYLVANIA





# OFFICE OF THE CITY CONTROLLER AND BUREAU OF INVESTIGATIONS

### JOHN J. MURRAY CITY CONTROLLER

CONTROLLER'S REPORT FOR THE MONTH ENDING JULY 31, 2020



August 17, 2020

The Honorable Paige G. Cognetti And The Honorable City Council Municipal Building Scranton, Pa 18503

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of July, 2020.

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

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

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

Sincerely,

## CITY OF SCRANTON GENERAL FUND EXPENDITURES MONTH OF JULY 2020

CODE#	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 37,665.75
11 20	Public Safety City Council	20,267.39
30	Controller	16,093.50
40	Business Administration	207,367.19
41	Bureau of Human Resources	11,226.82
42	Bureau of Information Technology	54,126.30
43	Treasurer	6,883.25
51	Inspections and Licenses	36,540.01
60	Law	24,808.22
71	Police	1,688,404.87
75	Traffic Maintenance	-
78	Fire	1,327,434.25
80	Public Works	197,414.50
81	Engineering	40,022.22
82	Buildings	126,530.62
83	Highways	174,809.29
84	Refuse	337,265.85
85	Garages	105,058.89
90	Single Tax Office	87,710.99
100	Parks and Recreations	113,851.25
	TOTAL DEPARTMENTAL:	\$ 4,613,481.16
	NON DEPARTMENTAL	
0140	Scranton Plan	\$ -
1000	Boards and Commissions	13,227.72
1100	Utilities	-
1300	Contingency	563.44
1500	Special Items	•
1600	Unpaid Bills	187,433.00
1700	Grants and Contributions	5,806.00
1900	Special Items (Non Add)	
	TOTAL NON DEPARTMENTAL:	\$ 207,030.16
	GRAND TOTAL:	\$ 4,820,511.32

# CITY OF SCRANTON GENERAL FUND REVENUE REPORT FOR THE MONTH OF JULY 2020

GODE#	FUND SOURCE	RE	VENUES
300	Previous Year Balance	\$	_
301	Real Property Taxes		2,924,893.91
302	Landfill and Refuse Fees		1,146,031.94
304	Utility Tax		-
305	Non-Resident Tax		-
310	Local Taxes (Act 511)		1,231,085.26
319	Penalties and Interest (Delinquent Taxes)		34,338.52
320	Licenses and Permits		128,022.85
330	Fines and Forfeitures		-
331	Police Fines and Violations		15,888.55
341	Interest Earnings		12,802.00
342	Rents and Concessions		
350	Inter-Government-Revenue Reimbursements		
359	Local Governments (Payments in Lieu)		-
360	Departmental Earnings		32,536.00
367	Recreational Departments		6,178.75
380	Cable TV and Miscellaneous Revenue		3,894.00
392	Interfund Transfers		-
392*	Interfund Transfers (Non Add)		-
394	Tax Anticipation Loan/Note	***************************************	20000
*Non Add	TOTAL		5,535,671.78
Non Add	MONTH TO DATE:		
	Revenues To July 2020	\$	69,653,135.07
	Expenditures To July 2020		47,204,550.28
	NET:	\$	22,448,584.79

# CITY OF SCRANTON JULY 31, 2020 GENERAL FUND REVENUE REPORT YEAR TO DATE

CODE#	FUND SOURCE	ESTIMATED	REALIZED	UN-REALIZED
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	35,832,840.33	28,110,215.06	7,722,625.27
302	Landfill and Refuse Fees	6,796,250.00	5,296,340.98	1,499,909.02
304	Utility Tax	75,000.00	<u></u>	75,000.00
305	Non-Resident Tax	100,000.00	-	100,000.00
310	Local Taxes (Act 511)	39,979,205.51	19,266,827.70	20,712,377.81
319	Penalties and Interest (Delinquent Taxes)	245,600.00	97,364.02	148,235.98
320	Licenses and Permits	2,038,164.00	1,474,347.57	563,816.43
330	Fines and Forfeitures	345,100.00	-	345,100.00
331	Police Fines and Violations	206,000.00	228,959.89	(22,959.89)
341	Interest Earnings	275,000.00	67,359.22	207,640.78
342	Rents and Concessions	5,000.00	500.00	4,500.00
350	Inter-Government-Revenue Reimbursements	4,251,066.00	687,248.59	3,563,817.41
359	Local Government (Payments in Lieu)	250,000.00	200,000.00	50,000.00
360	Departmental Earnings	447,000.00	293,939.00	153,061.00
367	Recreational Departments	40,000.00	14,303.25	25,696.75
380	Cable TV and Miscellaneous Revenues	2,765,623.89	323,972.67	2,441,651.22
392	Interfund Transfers	9,398,901.00	841,757.12	8,557,143.88
392*	Interfund Transfers SSA/SPA	-		-
394	Tax Anticipation Loan/Note	12,750,000.00	12,750,000.00	-
395	Unfunded Pension	144	<u>-</u>	٠
396	Capital Budget Reimbursements			No.
	TOTALS	\$ 115,800,750.73	\$ 69,653,135.07	\$ 46,147,615.66

# PURCHASE ORDER REPORT MONTH ENDING JULY 31, 2020

	ACCOUNT BALANCES AS OF JULY 31, 2020	-10 SV SE	ULY 31, 2020	THE SUSP
DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	ACTIVITY   ENDING BAL.
OFFICE OF THE MAYOR	~			
0101000000 4270 DUES & SUBSCRIPTIONS PA MUNICIPAL LEAGI	S & SUBSCRIPTIONS PA MUNICIPAL LEAGUE	24,348.48	24,348.48	24,348.48 0.00
0101000000 4290 STATIONERY / OFFICE SUPPLIES	NERY / OFFICE SUPPLIES	100.00	66.78	66.78
0101000000 4420 TRAVEL & LODGING	- & LODGING	2,500.00	2,500.00	2,500.00
DEPARTMENT OF PUBLIC SAFETY POLICE BUREAU	LICSAFEIT			
0101100071 4201 PROFESSIONAL SERVICES IN LIGHTING SERVICES IN	FESSIONAL SERVICES LIGHTING SERVICES INC	45,000.00	14,414,27	895.00
0101100071 4210 SERVIC ENI CIN	0101100071 4210 SERVICES & MAINTENANCE FEE ENCUMBERED: CURRENT PERIOD CINTAS	77,500.00	11,936.67	1,458.00 4,341.84 6,136.83
0101100071 4270 DUES &	DUES & SUBSCRIPTIONS	3,150.00	375.00	375.00
0101100071 4280 MISCEL AD	0101100071 4280 MISCELLANEOUS SERVICES - NON CLASS AD ASTRA INC	1,750.00	106.23	3.40
0101100071 4290 STATIO PN	0101100071 4290 STATIONERY / OFFICE SUPPLIES PNC BANK	2,750.00	1,004.02	119.29 884.73
0101100071 4380 GUNS / EN	GUNS / AMMUNITION ENCUMBERED: CURRENT PERIOD QUALIFICATION TARGETS INC	43,500.00	13,572.00	727.99 1,222.00 11,622.01
0101100071 4390 MATERIALS / SUPPLIES (MISC) ARROWHEAD SCIENTIFIC	ERIALS / SUPPLIES (MISC) ARROWHEAD SCIENTIFIC INC	21,000.00	7,508.44	533.16 6,975.28
0101100071 4420 TRAVEL & LODGING JILL M. FOLEY	VEL & LODGING JILL M. FOLEY	4,250.00	2,702.49	26.00 2,676.49

		Η,	-	
DEPARTMENT / ACCOUNT		$\dashv$	BEGINNING BAL	ACTIVITY ENDING BAL.
0101100071 4470	0101100071 4470 TRAINING & CERTIFICATION BALTIMORE CNTY POLICE FOUNDATION BENCHMARK SOLUTIONS LLC CENTER MASS COMMONWEALTH HEALTH EMS	50,000.00	33,571.52	390.00 4,410.00 899.00 30.00 27,842.52
0101100071 4550	0101100071 4550 CAPITAL EXPENDITURES	435,000.00	104,946.62	
				104,946.62
0101100071 4570	0101100071 4570 MAINTENANCE COMMUNICATION EQUIPM	7,250.00	6,197.20	6,197.20
0101100071 6003	0101100071 6003 SPCA - ANIMAL CONTROL	69,370.00	5,371.76	5,371.76
FIRE BUREAU				
0101100078 4201	0101100078 4201 PROFESSIONAL SERVICES CINTAS EMERGENCY SERVICES MARKETING CORP ESI EQUIPMENT, INC. JAVLO INC	32,500.00 RP	27,076.41	140.89 660.00 177.00 150.00 25,948.52
0101100078 4210	SERVICE & MAINTENANCE FEE	12,250.00	12,228.00	12,228.00
0101100078 4270	DUES & SUBSCRIPTIONS	1,000.00	1,000.00	1,000.00
0101100078 4320	BUILDING REPAIR - SUPPLY MAINTENANC DUNMORE APPLIANCE INC KEYSTONE PROPANE SERVICE, INC. FRANK OHOTNICKY	12,750.00	6,786.46	2,046.00 170.00 75.64 4,494.82
0101100078 4390	0101100078 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: CURRENT PERIOD DASH MEDICAL GLOVES INC' THE HOME DEPOT	7,250.00	2,026.86	248.78 67.90 2,360.00 (649.82)
0101100078 4420	0101100078 4420 TRAVEL & LODGING CENTRAL PENNSYLVANIA COLLEGE	2,500.00	1,957.58	2,790.00 (832.42)
0101100078 4430	0101100078 4430 AIR PACK / REHAB SUPPLIES	5,000.00	4,057.25	4,057.25

DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY ENDING BAL.
0101100078 4470 TRAINING & CERTIFICATION MICHAEL BROWN JOSEPH CORONITI PATRICK GALLAGHER LION CHRISTOPHER LUCAS	95,000.00	74,774.21	741.64 31.27 41.27 368.11 741.64
YORK COUNTY FIRE SCHOOL		•	3,840,00 68,268.63
0101100078 4550 CAPITAL EXPENDITURES	395,000.00	395,000.00	395,000.00
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPM JALVO INC	5,250.00	4,295.00	1,604.00 2,691.00
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00	1,000.00
0101100078 4580 GENERAL EQUIPMENT 877 DESIGN ALLEN LUCAS REEVE'S RENT-A-JOHN, INC. WITMER ASSOCIATES, INC.	62,500.00	56,090.16	1,176.00 974.88 99.75 28.00 53,812.53
OFFICE OF THE CITY CLERK / CITY COUNCIL			
0102000000 4201 PROFESSIONAL SERVICES EDM AMERICAS INC. MCCOOL, MARIA	52,500.00	32,969.52	89.71 609.00 32,270.81
0102000000 4210 SERVICES & MAINTENANCE FEE	15,000.00	4,416.00	4,416.00
0102000000 4230 PRINTING & BINDING	5,750.00	1,668.00	1,668.00
0102000000 4250 ADVERTISING SCRANTON TIMES	27,500.00	15,142.65	3,943.85
0102000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	75.05	75.05

	Taboli a ococ	LAR CNINNICIA	JUNE, 2020 ACTIVITY FENDING BAL
CITY CONTROLLER			1
0103000000 4201 PROFESSIONAL SERVICES ENCUMBERED: PREVIOUS PERIOD	35,000.00	26,945.03	(1,379.97) 28,325.00
0103000000 4230 PRINTING AND BINDING	200.00	200.00	200.00
0103000000 4240 POSTAGE & FREIGHT	125.00	125.00	125.00
0103000000 4270 DUES & SUBSCRIPTIONS	500.00	216.60	216.60
0103000000 4290 STATIONERY / OFFICE SUPPLIES	1,000.00	543.00	543.00
0103000000 4420 TRAVEL AND LODGING	750.00	750.00	750.00
BUSINESS ADMINISTRATION DEPARTMENT ADMINISTRATION			
0104000040 4201 PROFESSIONAL SERVICES JOYCE HATALA ASSOCIATES KS ENGINEERS PC HERBERT ROWLAND TROY & BANKS TURNKEY TAXES	225,000.00	75,766.93	550.00 508.66 2,689.10 24.38 1,000.00 70,994.79
0104000040 4210 SERVICES & MAINTENANCE FEE JUNE FEE	1,250.00	1,250.00	10.00 1,240.00
0104000040 4230 PRINTING & BINDING	500.00	500.00	\$00.00
0104000040 4240 POSTAGE & FREIGHT POSTAGE REFILL	37,500.00	25,515.65	3,000.00 22,515.65
0104000040 4250 ADVERTISING	22,500.00	21,078.60	21,078.60
0104000040 4270 DUES & SUBSCRIPTIONS	1,100.00	548.00	548.00

			11NF 2020
DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY ENDING BAL.
0104000040 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD CREATIVE FORMS & CONCEPTS INC. DBF ANDREW MARICHAK PHILLIPS SUPPLY CO	1_	10,813.51	(883.27) 2,992.33 1,149.30 719.25 153.53 1,827.50
RUBENSTEIN'S INC		1	4,843.49
0104000040 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER CO. TOPP BUSINESS SOLUTIONS		532.35	25.90 274.08 232.37
0104000040 4420 TRAVEL & LODGING	2,500.00	2,500.00	2,500.00
0104000040 4470 TRAINING & CERTIFICATION	1,500.00	1,500.00	1,500.00
0104000040 4480 SELF INSURANCE BUDGET TRANSFER TO UNEMPLOY INS	95,000.00	95,000.00	28,130.00 66,870.00
0104000040 6009 OPERATING TRANSFERS - WORKERS' CO	3,109,811.00	2,109,811.00	2 109 811 00
0104000040 6024 BANK FEES AND CHARGES JUNE MERCHANT FEES	10,000.00	6,982.32	4,893.61
HUMAN RESOURCES:			
0104000041 4201 PROFESSIONAL SERVICES MILLENNIUM ADMINISTRATORS P & A GROUP ADMIN SERVICE WE PAY PAYROLL PROCESSING UNITED STATES TREASURY	130,000.00	72,434.65	2,475.00 343.14 2,386.50 1,704.34 65,525.67
0104000041 4290 STATIONARY / OFFICE SUPPLIES	750.00	737.30	737.30
0104000041 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER CO.	500.00	443.40	6.35 437.05
0104000041 4420 TRAVEL & LODGING	1,250.00	1,250.00	1,250.00

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DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY ENDING BAL.
0104000041 4470 TRAINING & CERTIFICATION	2,500.00	2,500.00	2,500.00
0104000041 4630 LIABILITY / CASUALTY INSURANCE GALLAGHER BASSETT SERVICES INC KNOWLES ASSOCIATES L.L.C.(OVER PAY)	1,175,000.00 PAY)	299,116.69	500.00 (4,716.00) 303,332.69
0104000041 6006 PERSONNEL COST ADJUSTMENT ABM PARKING SERVICES	4,750.00	3,199.16	511.57
INFORMATION TECHNOLOGY:			į
0104000042 4201 PROFESSIONAL SERVICES	145,000.00	45,912.10	45,912.10
0104000042 4210 SERVICES & MAINTENANCE FEE ENCUMBERED: PREVIOUS PERIOD DATA443 RISK MITIGATION INC	95,000.00	32,902.00	(8,000.00) 8,000.00 32,902.00
0104000042 4270 DUES AND SUBSCRIPTIONS	500.00	500.00	200.00
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	896.70	02'968
0104000042 4390 MATERIALS / SUPPLIES (MISC) FRANK SWIETNICKI	95,000.00	59,814.89	233.22 59,581.67
0104000042 4420 TRAVEL AND LODGING	1,000.00	1,000.00	1,000.00
0104000042 4440 TELEPHONE AT&T MOBILITY COMCAST FRONTIER COMMUNICATIONS VERIZON	245,000.00	125,467.22	19,622.44 6,521.58 7,357.82 255.24 91,710.14
0104000042 4470 TRAINING & CERTIFICATION	32,500.00	32,500.00	32,500.00
0104000042 4550 CAPITAL EXPENDITURES	590,000.00	334,406.50	;
			334,406.50
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	92,500.00	92,500.00	92,500.00

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DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
TREASURY				
0104000043 4201 PROFESSIONAL SERVICES	2,500.00	2,500.00		2,500.00
0104000043 4390 MATERIALS / SUPPLIES (MISC)	12,500.00	10,000.03		10,000.03
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	2,500.00	2,500.00		2,500.00
0104000043 6001 TAX COLLECTION COMMITTEE EXPENSE	500.00	500.00		500.00
BUREAU OF LICENSES, INSPECTIONS & PERMITS LICENSE, INSPECTIONS & PERMITS:				
0105100051 4201 PROFESSIONAL SERVICES	50,000.00	50,000.00		50,000.00
0105100051 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		500.00
0105100051 4390 MATERIALS / SUPPLIES (MISC)	500.00	431.20		431.20
0105100051 4420 TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
0105100051 4550 CAPITAL EXPENDITURES	12,750.00	7,024.09		7,024.09
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPM	250.00	250.00		250.00
0105100051 4590 BUILDING DEMOLITION	145,000.00	145,000.00		145,000.00
BUREAU OF BUILDINGS:				
0105100082 4201 PROFESSIONAL SERVICES	2,500.00	1,200.00		1,200.00

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DEPARTMENT / ACCOUNT	2020 BUDGET BI	BEGINNING BAL	ACTIVITY ENDING BAL.
MICHAEL BURKE AMERICAN JANITOR & PAPER SUPP. MICHAEL BURKE CINTAS COOPER ELECTRIC EASTERN PENN SUPPLY CO. GLECO PAINTS INC JOHNSON CONTROLS LACKAWANNA PRINTING CO MECHANICAL SEVICE COMPANY MESKO GLASS & MIRROR CO. INC ULINE GERALD SMURL SUMMA'S HARDWARE THE H F WOLFE CO	137,500.00	103,411.45	2,965.91 1,125.00 196.12 132.59 357.15 5,555.00 62.50 3,750.00 1,123.60 483.10 955.00 47.95 38.50
0105100082 4447 PG ENERGY GAS DIRECT ENERGY BUSINESS	125,000.00	78,802.51	3,971.39 74,831.12
0105100082 4448 PAWC - WATER PENNSYLVANIA AMERICAN WATER UGI NORTH	435,000.00	308,018.03	65,987.52 3,265.12 238,776.39
0105100082 4450 ELECTRICAL PPL ELECTRIC UTILITIES	150,000.00	88,812.71	29,629.06 59,183.65
0105100082 4465 BUILDING SUPPLIES	750.00	677.90	677.90
0106000000 4201 PROFESSIONAL SERVICES CIPRIANI & WERNER, P.C. UFBERG & ASSOCIATES LLC	225,000.00	174,468.01	323.00 22,207.45 151,937.56
0106000000 4210 SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00	2,000.00
0106000000 4270 DUES & SUBSCRIPTIONS WEST PAYMENT CENTER	3,000.00	2,119.00	200.00 1,919.00
0106000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	439.57	439.57

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DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY   ENDING BAL.
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	211.00	211.00
0106000000 4420 TRAVEL & LODGING	2,500.00	2,500.00	2,500.00
0106000000 4470 TRAINING & CERTIFICATION	2,000.00	2,000.00	2,000.00
DEPARTMENT OF PUBLIC WORKS ADMINISTRATION BUREAU:			
0108000080 4201 PROFESSIONAL SERVICES	2,500.00	415.76	415.76
0108000080 4210 SERVICES & MAINTENANCE FEE	1,500.00	62.56	62.56
0108000080 4420 TRAVEL AND LODGING	500.00	500.00	200.00
0108000080 4550 CAPITAL EXPENDITURES JAMES A DOHERTY	10,000.00	2,955.77	1,520.00
0108000080 4570 MAINTENANCE COMMUNICTION EQUIPME INDUSTRIAL ELECTRONICS, INC.	20,000.00	11,900.00	1,620.00
0108000080 4576 MAINTENANCE SUPER FUND SIGHT DEANGELO LANDSCAPING LLC	10,000.00	9,100.00	900.00
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENAI F & S SUPPLY COMPANY, INC.	250,000.00	236,518.40	204.89 236,313.51
ENGINEERING BUREAU.			
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES	75,000.00	43,500.00	6,300.00
0108000081 4210 SERVICES & MAINTENANCE FEE	500.00	500.00	500.00
0108000081 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER	100.00	87.85	23.15 64.70

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DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	ACTIVITY ENDING BAL.
0108000081 4390 MA	ALS / SUPPLIES (MISC)	250.00	182.02	182.02
0108000081 4470 TRA	0108000081 4470 TRAINING & CERTIFICATION PSU MARCH CONF	500.00	445.00	(55.00)
HIGHWAYS BUREAU				
0108000083 4260 REI	0108000083 4260 RENTAL VEHICLES & EQUIPMENT FIVE STAR EQUMENT, INC	100,000.00	82,797.67	1,400.00
0108000083 4340 CO	0108000083 4340 CONSTRUCTION - PAVING MATERIAL	150,000.00	89,466.13	89,466.13
0108000083 4350 PAI	PAINT / SIGN MATERIAL ENCUMBERED: CURRENT PERIOD SHERWIN WILLIAMS	20,000.00	10,027.42	828.40 1,780.60 7,418.42
0108000083 4357 PAI	PARKS AND RECREATION SUPPLIES	25,000.00	25,000.00	25,000.00
0108000083 4390 MA	0108000083 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: PREVIOUS PERIOD F & S SUPPLY COMPANY, INC. ANTHONY GIANNONE KEYSTONE QUARRY, INC S & S TOOLS & SUPPLIES	40,000.00	8,352.87	(8,009.90) 9,569.00 749.96 118.50 1,598.40 465.57 3,861.34
0108000083 4410 SALT	LT	475,000.00	303,909.90	303,909.90
0108000083 4460 STREET LIGHTING PPL ELECTRIC	REET LIGHTING PPL ELECTRIC UTILITIES	230,000.00	154,163.78	37,376.33
0108000083 4466 STI	0108000083 4466 STREET LIGHTING SERVICE / MAINTENAN A & M ELECTRICAL CONSTRUCTION, INC. URBAN ELECTRICAL CONTRACTORS, INC.	150,000.00 C.	98,861.27	12,227,24 6,035.90 80,598.13
0108000083 4467 TR	0108000083 4467 TRAFFIC SIGNAL ELECTRICITY PPL ELECTRIC UTILITIES	90,000.00	60,634.84	16,705.83 43,929.01
0108000083 4550 CA	0108000083 4550 CAPITAL EXPENDITURES	210,000.00	100,538.00	100,538.00

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DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY ENDING BAL.
0108000083 4551 ROADWAY RESURFACING PROGRAM	850,000.00	850,000.00	ທິ ບົດ ດູດ ດູດ ດູດ
			7.00
REFUSE BUREAU:			
0108000084 4390 MATERIALS / SUPPLIES (MISC)	1,000.00	0.00	0.00
0108000084 4420 TRAVEL AND LODGING	1,000.00	805.73	805.73
0108000084 4490 LANDFILL KEYSTONE SANITARY LANDFILL	1,410,000.00	682,839.76	162,439.49
0108000084 4550 CAPITAL EXPENDITURES	235,000.00	229,285.79	229,285.79
0108000084 4555 RECYCLING	350,000.00	350,000.00	350,000.00
GARAGES BUREAU:			
0108000085 4220 CONTRACTED SERVICES CINTAS	2,500.00	2,060.61	396.00
0108000085 4301 GAS, OIL, LUBRICANTS A.I.T. AUTOMOTIVE PARTS, INC. D. G. NICHOLAS CO. PETROCHOICE WEX BANK	350,000.00	214,202.67	111.00 131.00 579.28 12,142.64 201,238.75
ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD AIR BRAKE & EQUIPMENT CO., INC. A.I.T. AUTOMOTIVE BAY DISTRIBUTING CORP BRADCO SUPPLY CO. C. G. CUSTOM TRUCKS COOPER ELECTRIC D. G. NICHOLAS CO. DAVE'S AUTO IGNITION DENAPLES AUTO IGNITION DENAPLES TOWING, INC. ELECTRO BATTERY FARGIONE AUTO SERVICE FASTENAL COMPANY FIVE STAR EQUIPMENT CO., INC. FLEET PRIDE	375,000.30	259,118.30	(14,265,24) 14,898,56 5,678,74 2,872,70 430,00 3,360,00 472,52 15,17 1,560,40 240,00 1,047,00 940,00 140,22 1,7482,15 1,74,33

			JUNE, 2020	
DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE(CONTINUED)	NCE(CONTINUED)		2,273.80	
JAY'S AUTOMOTIVE			33.00	
JNK HYDROTEST & EXTING SUPP CO INC	INC		3,719.60	
KENWORTH			1,268.35	
MANICE AFFAARALOS			9.463.74	
NIVERT METAL SUPPLY INC			273.34	
NORTHEAST HYDRAULICS CO., INC.			927.50	
POWELL'S RENTAL			164.80	
POWELL'S SALES & SERVICE, INC.			38,15	
SHERWOOD FTL STL WS			512.58	
MARTIN G. SHULDE	<u>c</u>		920.00	
STADIOM INTELNAL TRUCKS, INC. TRIDI E CITIES ACCUINITIONS 11 C	į		657.50	
WAYNE COUNTY FORD			1,974.47	
				214,917.80
SHIGGINS CHOP LIMB 0367 280008010	16.500.00	12,697,59		
ENCUMBERED: PREVIOUS PERIOD		,	(334.38)	
D.G. NICHOLAS CO.			123.77	
FASTENAL COMPANY S & S TOOLS & SUPPLIES			51.84	
3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		•		12,470.81
(C)SIMO SELICION MATERIALS (SILIDELES (MISC.)	49 500 00	21.582.77		
UTGGGGGGG 4530 MALENALS COLLEGES (MISCO)	2000		(160.32)	
A.T. AUTOMOTIVE PARTS.			19.90	
AIR BRAKE & EQUIPMENT CO., INC.			138.71	
C. G. CUSTOM TRUCKS			397.73	
COLOURS INC			260.50	
D. G. NICHOLAS CO.			1,822.16	
DAILEY RESOURCES			220,00	
FASTENAL COMPANY			626.77	
CHRISTOPHER JENKINS			215.00	
JUDGE LUMBER COMPANY			281.30	
POWELL'S SALES & SERVICE, INC.			47.74	
S & S TOOLS & SUPPLIES			91.11	
I KIPLE CITED ACCOUNTIONS, LEG		•	,	14,982.63
0108000085 4401 TIRES	90,500.00	57,086.16	(A 772 7A)	
ENCUMBERED: FREVIOUS PERIOD PROTINGED: PERIOD			31,95	
DENAPLES AUTO PARTS INC			300.00	
KOST TIRE & AUTO SERVICE		,	10,974.33	47.053.62
			"	The state of the s
0108000085 4420 TRAVEL AND LODGING	500.00	500.00		500.00
				***************************************

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DEPARTMENT / ACCOUNT	CCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY   ENDING BAL.
0108000085 4550	0108000085 4550 CAPITAL EXPENDITURES	70,000.00	70,000.00	70,000.00
0108000085 4901 PARKS: & REOREA	0108000085 4901 MAINTENANCE (PREVENTATIVE) PARKS: & RECREATION DEPARTMENT	7,500.00	7,500.00	7,500.00
0110000000 4280	0110000000 4280 MISC SERVICES - NON CLASSIFIED MICHELLE ASCOLES CINTAS MICHELLE DARGATIS BRIAN FALLON JAVIER GONZALES ANN MARIE JOYCE FRANK LEGG S & S TOOLS & SUPPLIES ROBIN SIMKO MARIA WHITEDUCK	5,000.00	5,000.00	20.00 594.00 20.00 9.51 20.00 20.00 150.00 20.00 20.00
0110000000 4290	STATIONERY / OFFICE SUPPLIES	500.00	500.00	200.00
0110000000 4320	BUILDING REPAIR - SUPPLY MAINTENANC AMERICAN JANITOR & PAPER SUPP. D. G. NICHOLAS CO. GEORGE DAVIS F & S SUPPLY COMPANY, INC. GLECO PAINTS INC. REEVES RENT-A-JOHN INC. S & S TOOLS & SUPPLIES SCRANTON ELECTRIC HEATING &	15,000.00	8,633.68	566.21 66.91 188.00 3,530.66 357.64 249.46 2,117.66 592.50 964.64
0110000000 4330	0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES NEPA PEST CONTROL	10,000.00	8,722.00	775.00 7,947.00
0110000000 4360	SMALL TOOLS / SHOP SUPPLIES	500.00	365.00	365.00
0110000000 4370	0110000000 4370 PARKS & RECREATION SUPPLIES D. G. NICHOLAS CO. KEYSTONE CONTAINER SERVICE INC. NORTH END ELECTRIC REEVES RENT-A-JOHN INC. WILLIAMS INDUSTRIAL SUPPLY	12,500.00	10,747.02	19.99 135.00 3,377.40 63.00 41.10 7,116.53

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DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY ENDING BAL.
0110000000 4420 TRAVEL AND LODGING	250.00	250.00	250.00
0110000000 4530 PERFORMING ARTS	17,500.00	5,000.00	5,000.00
0110000000 4540 SPRING / SUMMER PROGRAMS AMERICAN SOCIETY OF COMPOSERS,	3,000.00	1,260.67	483.33
0110000000 4550 CAPITAL EXPENDITURES MAY EQUIPMENT RED LINE TOWING DON SCARTELLI CONSTRUCTION SERVICES	875,000.00	535,310.70	2,924.00 2,139.50 66,150.00 464,097.20
NON-DEPARTMENTAL EXPENDITURES			
0140110030 4299 ZONING BOARD	25,000.00	19,135.20	19,135.20
0140110060 4299 EVERHART MUSEUM	37,500.00	8,500.02	8,500.02
0140110075 4299 SCRANTON PLAN	100,000.00	100,000.00	100,000.00
0140110080 4299 SCRANTON TOMORROW	225,000.00	125,000.00	125,000.00
0140110110 4299 SHADE TREE COMMISSION CORKY'S GARDEN CENTER LLC TITAN TREE SERVICE	175,000.00	70,046.80	2,061.47 6,250.00 61,735.33
0140110120 4299 ST. CATS AND DOGS	10,000.00	10,000.00	10,000.00
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00	1,000.00
0140110140 4299 CIVIL SERVICE COMMISSION PERRY LAW FIRM SCRANTON TIMES	25,000.00	22,913.15	2,109.00 69.15 20,735.00
0140110150 4299 HUMAN RELATIONS COMMISSION	1,000.00	1,000.00	1,000.00
0140110155 4299 LHVA TRAIL MAINTENANCE	12,500.00	2,000.00	2,000.00

			JUNE, 2020
DEPARTMENT / ACCOUNT	_	BEGINNING BAL	ACTIVITY ENDING BAL.
0140110160 4299 ETHICS BOARD HART LAW SCRANTON TIMES	25,000.00	25,000.00	1,875.00 863.10 22,261.90
0140115230 4299 TAN SERIES TAN PAYMENT JULY	12,750,000.00	4,607,104.76	4,607,104.76
0140115240 4299 TAN SERIES INTEREST	446,250.00	446,250.00	446,250.00
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTIN	452,541.66	52,541.65	52,541.66
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS BANC OF AMERICA LEASING	156,894.74	84,395.76	84,395.76
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING	100,000.00	0.00	00.00
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH S	888,012.50	754,006.25	754,006.25
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFU! PACKERS	218,147.96	0.00	00'0
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME E	49,849.00	00:00	0.00
0140115331 4299 OPER TSF TO DBT SVC - 2019 GO BONDS	1,000.00	1,000.00	1,000.00
0140115332 4299 OPER TSF TO DBT SVG - SERIES 2017 GENOTION REFUNDING	3,231,000.00	2,718,000.00	2,718,000.00
0140115333 4299 OPER TSF TO DBT SVG - 2018 TAXABLE SI	6,559,450.00	6,147,459.88	6,147,459.88
0140115334 4299 OPER TSF TO DBT SVG - LEASE OF JOHN WHEEL LOADER	25,851.02	25,851.02	25,851.02
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	0.00 TEM	0.00	0.00
0140115337 4299 OPER TSF TO DBT SVC - ESCO LEASE BU	100,000.00	100,000.00	100,000.00

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DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL	ACTIVITY ENDING BAL.
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH (	3,620,500.00	2,952,750.00	2,952,750.00
0140115339 4299 OPER TSF TO DBT SVC - 2016 SPA	1,878,000.00	1,069,000.00	1,069,000.00
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FOR	53,925.94	0.00	0.00
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,811.66	244,811.66	244,841.66
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET I	429,767.00	0.00	0.00
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	0.00	0.00
0140115344 4299 M&T LEASE REFUSE PACKERS	89,937.87	89,937.87	89,937.87
0140113090 4299 CONTINGENCY	400,000.00	400,000.00	400,000.00
0140113100 4299 OECD CONTINGENCY UNITED NEIGHBORHOOD CENTERS OF NEPA	244,000.00 NEPA	237,402.30	563.44 236,838.86
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAF TEREX UTILITIES INC. WITMER ASSOCIATES, INC.	300,000.00	263,196.26	186,833.00 600.00 75,763.26
0140116270 4299 COURT AWARDS	500,000.00	353,231.19	353,231.19
0140117020 4299 VETERAN'S ORGANIZATION	10,000.00	0.00	0.00
0140117040 4299 OPEB TRUST FUND	50,000.00	50,000.00	50,000.00
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	1,000.00	1,000.00
0140117080 4299 TARGETED EXPENSES - REVENUE PASS ' ACCOUNT	300,000.00	300,000.00	300,000.00
0140117100 4299 GRANT MATCH SCRANTON ELECTRIC HEATING &	763,300.00	512,778.00	5,806,00

# City of Scranton

Pennsylvania





AUG 1 9 2020

OFFICE OF CITY COUNCIL/CITY CLERK

# Municipal Pension Jund

### **MINUTES**

### NON-UNIFORM MUNICIPAL PENSION BOARD

**JULY 15, 2020** 

### **VIA ZOOM**

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, July 15, 2020 at 9:30 A.M. via ZOOM video conference.

### In attendance were:

John Hazzouri, President

Maggie Perry, Vice-President

John J. Murray, City Controller

Lori Reed, Proxy for City Council President

Carl Deeley, Proxy for Mayor

Larry Durkin, Esquire, Attorney for Board

**President Hazzouri** asked for a motion to accept the minutes of last month's meeting held on Wednesday, June 17, 2020.

Mrs. Reed made a motion to accept the minutes from the June 17th meeting.

Mr. Murray seconded the motion.

President Hazzouri: All in favor? (All were in favor) The ayes have it.

### President Hazzouri read the following agenda items:

- An invoice was presented for payment from Durkin MacDonald, LLC in the amount of \$ 623.50 for services rendered from June 16, 2020 through July 13, 2020. Mrs. Reed made the motion to pay the invoice and Mr. Murray seconded the motion. All were in favor.
- 2. Received a request for a refund of pension contributions from Christe Casciano, former City employee. Mr. Casciano was employed from November 20, 2017 until July 1, 2020. He has contributed a total of 27.5 months at \$22.00 per month and is due a refund of \$605.00. Mrs. Reed made the motion to refund the contributions to Mr. Casciano and Mr. Murray seconded the motion. All were in favor.

President Hazzouri opened the meeting to the board.

Attorney Durkin stated that the disability application for Michele Phillips was still pending. He spoke briefly to Dr. Bednarz who called with a timing question. He indicated he was going to be getting the report but, as of today, attorney Durkin has not received it. That is the only update he has. He expects to have it by August so the Board can reconsider consistent with Judge Mazzoni's opinion. When he gets the report, he will send it to the Board members and will let Michele's attorney know that presumably, we will be dealing with this in August.

President Hazzouri asked for a motion to adjourn the meeting.

Mr. Murray made a motion to adjourn the meeting.

Mrs. Reed seconded the motion. All were in favor.

Meeting adjourned at 9:35 A.M.

Minutes approved by

lohn Hazzouri. President

Date:

Respectfully submitted:

July Carrera

: 8

8-19-2020

Kathy Carfera, Recording Secretary



### OFFICE OF THE MAYOR

### **PROXY**

### Non-Uniform Pension Board

I, *Paige G. Cognetti*, hereby revoke any previous proxies and appoint *Carl Deeley, Business Administrator*, as my proxy to attend the

Meeting of the Non-Uniform Pension Board and any continuation or

adjournment thereof, and to represent, vote and otherwise act for me in

the same manner and with the same effect as if I were personally present.

<b>July 14<sup>th</sup> , :</b> Date	2020	oderius varionis.	
Paig 5	& C	gutte	
<b>Mayor Paig</b> City of Scra		etti	
Tilbang	Gen-1	uc'am	
Witness			

# Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone 570-348-4113 • Fax 570-348-4207

Lori Reed City Clerk

Kevin C. Hayes, Esq. Counsel



William Gaughan, President Kyle Donahue, Vice President Pat Rogan Jessica Rothchild, PT, DPT Mark McAndrew

### **PROXY**

I, William Gaugha	in, hereby revoke	any previous prox	ies and appoint	Lori Reed as my	proxy to attend	l the
meeting of:						

Novi-Uniform pension board

On:

July 15, 2020

And any continuation or adjournment thereof and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

This proxy and the authority represented herein are valid only on the above date and shall not survive said date.

Dated:

Signed:

Witness<sup>\*</sup>

23 59

City of Scranton RECEI Pennsylvania

AUG 1 9 2020

OFFICE OF CITY COUNCIL/CITY CLERK



Municipal Pension Jund

### NON-UNIFORM MUNICIPAL PENSION

### **AGENDA**

### **AUGUST 19, 2020**

- RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 478.50 WHICH REPRESENTS SERVICES RENDERED FROM JULY 14, 2020 THROUGH AUGUST 17, 2020.
- REFUND OF PENSION REQUEST FOR A 2. RECEIVED **FORMER GERARD** CITY CONTRIBUTIONS FROM AURIEMMA, SCRANTON EMPLOYEE. MR. AURIEMMA WAS EMPLOYED FROM APRIL 13, 2009 UNTIL JULY 1, 2020. HE HAS CONTRIBUTED A TOTAL OF 132 MONTHS AT \$22.00 PER MONTH AND IS DUE A REFUND OF \$2,904.00.
- A REFUND OF PENSION REQUEST FOR RECEIVED 3. CONTRIBUTIONS FROM DENNIS GALLAGHER, FORMER CITY SCRANTON DPW DIRECTOR. MR. GALLAGHER WAS EMPLOYED FROM JANUARY 6, 2014 UNTIL JULY 31, 2020. HE HAS CONTRIBUTED A TOTAL OF 79.5 MONTHS AT \$22.00 PER MONTH AND IS DUE A REFUND OF \$1,749.00.

- 4. RECEIVED A PENSION APPLICATION FROM NEIL COOLICAN, FORMER CITY OF SCRANTON EMPLOYEE, WHO RETIRED ON AUGUST 15, 2020. NEIL WAS HIRED ON NOVEMBER 24, 2001 AND HAS CONTRIBUTED A TOTAL OF 190 MONTHS TO THE PENSION FUND. NEIL HAS SUBMITTED CHECK #5786 DATED AUGUST 4, 2020 IN THE AMOUNT OF \$1,100.00 TO PURCHASE AN ADDITIONAL 50 MONTHS AT \$22.00 PER MONTH IN ORDER TO RECEIVE A 20-YEAR PENSION AT \$550.00 PER MONTH, NEIL WAS 67 YEARS OF AGE ON HIS LAST BIRTHDAY.
- 5. A REFUND OF PENSION CONTRIBUTIONS IS DUE TO FORMER CITY EMPLOYEE PATRICK MCMULLEN, WHOSE LAST DAY OF WORK WAS MAY 15, 2020. MR. MCMULLEN HAS CONTRIBUTED TO THE PENSION FUND FROM JANUARY 2018 UNTIL MAY 2020, WHICH IS 29 MONTHS AT \$22.00 PER MONTH FOR A REFUND OF \$638.00.
- 6. RECEIVED INVOICE #38775 DATED AUGUST 13, 2020 IN THE AMOUNT OF \$525.00 FROM BEYER-BARBER COMPANY FOR PREPARATION OF BENEFIT CALCULATIONS FOR RETIREES: MARIE CRISPINO, JUDITH KELLER AND JOHN HAZZOURI.
- 7. RECEIVED A REQUEST FOR A REFUND OF PENSION CONTRIBUTIONS FROM LARRY ABBALLE, FORMER CITY OF SCRANTON EMPLOYEE. MR. ABBALLE WAS EMPLOYED FROM JANUARY 5, 2016 UNTIL JULY 30, 2020. HE HAS CONTRIBUTED A TOTAL OF 55 MONTHS AT \$22.00 PER MONTH AND IS DUE A REFUND OF \$1, 210.00.

# SCRANTON/LACKAWANNA HEALTH AND WELFARE AUTHORITY

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

(570) 342-2353

August 20, 2020

RECÉIVE<sup>2</sup> 14888 AUG 2 5 2020

OFFICE OF CITY COUNCIL/CITY CLERK

Scranton City Council Attention: Ms. Lori Reed, City Clerk 340 N. Washington Avenue Scranton, PA 18503

### RE: SCRANTON-LACKAWANNA HEALTH & WELFARE AUTHORITY MINUTES

Dear Ms. Reed:

Pursuant to the Pennsylvania Municipality Authorities Act of 1945, enclosed you will find the Minutes of the Scranton-Lackawanna Health & Welfare Authority's Regular Board Meeting of January 16, 2020.

If you have any questions, or need additional information, please call at any time.

Sincerely,

Mary Ellen Clarke Asst. Administrator

Enc.

# SCRANTON LACKAWANNA HEALTH & WELFARE AUTHORITY MINUTES OF MEETING JANUARY 16, 2020

Attended By:

**Authority Members:** 

Vincent O'Bell, Chairman William Lazor, Vice Chairman Jerry Preschutti, 2<sup>nd</sup> Vice Chairman Jerry Weinberger, Secretary John Granahan, Asst. Secretary Victor Giambrone, Asst. Treasurer Gary Cicerini, Member William Boyle, Member James Walsh, Member

Staff Members

Mary Ellen Clarke, Asst. Administrator Brian Koscelansky, Solicitor

Also Present

Marie George, CEO, Howard Gardner Multiple Intelligence Charter School

Atty. Koscelansky called the TEFRA hearing for the Howard Gardner Multiple Intelligence Charter School to order at 5PM. In attendance were Marie George, CEO of Howard Gardner, Brian Koscelansky, Esq., of Stevens & Lee, Bond Council, Vincent O'Bell, William Lazor, Jerry Weinberger, Jerry Preschutti, 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 Annual Reorganization Meeting of the Scranton Lackawanna Health and Welfare Authority was called to order at 5:00PM by the Chairman, Mr. O'Bell. Mr. O'Bell turned the meeting over to Mr. Weinberger, Chairman of the Nominating Committee, for the election of officers. Mr. Weinberger presented the slate of Officers recommended by the Nominating Committee for the year 2020.

Chairman Vincent O'Bell
Vice Chairman William Lazor
2<sup>nd</sup> Vice Chairman Jerry Preschutti
Secretary Jerry Weinberger
Assistant Secretary John Granahan
Treasurer David Phaneuf
Assistant Treasurer Victor Giambrone

Mr. Weinberger asked if there were any other nominations. There being none, a motion was made by Mr. Boyle to accept the recommendations of the Nominating Committee for 2020. It was seconded by Mr. Lazor and passed unanimously. Mr. Weinberger congratulated all the officers and turned the gavel over to the Chairman, Mr. O'Bell. Mr. O'Bell thanked Mr. Weinberger and the nominating committee.

Mr. O'Bell then called the Regular Board Meeting of the Scranton Lackawanna Health and Welfare Authority to order at 5:10pm and welcomed Mr. Walsh as the newest member of the Authority and Marie George from Howard Gardner School.

### I. APPROVAL OF MINUTES

Mr. O'Bell presented the Minutes of the November 21, 2019, meeting which had previously been emailed to the board members. Mr. Preschutti moved that the minutes be approved as presented. Mr. Walsh seconded the motion and it passed unanimously.

### II. TREASURER'S REPORT

### A. Approval of Expenditures

Mr. Giambrone presented the Treasurer's Reports for November and December 31, 2019, a copy of which is incorporated with the Minutes of this Meeting. As of December 31, 2019, expenditures total \$62,846.20. The balance in the Budget is \$5,153.80. Ms. Clarke noted the Authority received \$39,493.00 in 2020 Administrative Fees. The balance in the operating fund is \$88,130.40. Income received for the month was \$1.52. A motion to approve the Treasurer's Report for December 31, 2019 was made by Mr. Preschutti. It was seconded by Mr. Walsh and it passed unanimously.

### III. NEW BUSINESS

### A. Howard Gardner Multiple Intelligence Charter School Resolution

Mr. O'Bell again welcomed Ms. Marie George, CEO of Howard Gardner Multiple Intelligence Charter School.

Ms. George thanked the board for their consideration of the Resolution and gave a history of the Howard Gardner School. In 2013, they moved to the former Friendship House which at the time was a good fit. The location was ideal because they were very interested in environment and were able to offer more than the minimum of state mandated US Dept of Education. Howard Gardner offers Science in K-4<sup>th</sup>, Upper Science for grades 5-8. They also have part time Spanish and Chinese teachers and full time Art and Music teachers. Due to the growth from 100 students to 276 currently, some teachers no longer have classrooms.

The Resolution is for funding an 11,000 square foot addition to the existing facility focusing mostly on providing classrooms for mainly middle school grades 5-8. It will be a two-story building but because of the slope of the land the actual height will be the same. It will also include entrances and a huge driveway for arrival and dismissal. There will be specially designed art and music rooms providing an exciting education environment for every single class. This will add to the community, the education of our children's future and a positive, improved image for the neighborhood.

On a question from Mr. Weinberger on faculty, Ms. George stated that there are 27 certified teachers and grades 6-12 each have an additional paraprofessional as an aide. Many aides are actual certified teachers.

Mr. Granahan asked if they are funded by PA Dept of Education. Ms. George stated they are a taxpayer funded public school. Mr. Granahan asked if there was a conflict with coming to a non-profit organization versus funding they received from PA Dept of Education.

Atty. Koscelansky explained that when the state of Pennsylvania created Charter Schools, unlike other states, Charter Schools in PA are not 501@3 however from a borrowing standpoint they can borrow like 501@3 non-profit. There is no conflict at all. They can borrow tax exempt however they must go thru an Authority.

Mr. Granahan inquired about tuition. Ms. George stated that they do not charge tuition. It is a public school and the state gives them a rate per child based on the district the child comes from. Howard Gardner represents eleven different school districts.

## Scranton Lackawanna Health & Welfare Authority January 16, 2020

Ms George was asked about her background in teaching and Howard Gardner's approach to teaching. After discussing both, Mr. Preschutti felt Howard Gardner has a better approach than what is going on today in the public schools with everything being based on teaching for testing.

Mr. Preschutti motioned to approve the Resolution for Howard Gardner and it was seconded by Mr. Weinberger.

Ms. George thanked the board and extended a warm welcome to the members to come visit the school at anytime

The TEFRA meeting adjourned at 5:30PM

### B. Northeastern Child Care Services Update

Atty. Koscelansky updated the board on the status of the project. The client is wrapping up the final numbers and hope to have it done soon. The Resolution appeared on City Council's Agenda last week and will hopefully appear for the final time this coming week. Atty. Koscelansky and Ms. Clarke met with the Commissioners earlier today to review the process for the Resolution and it will be on their Agenda to be approved at the Commissioner's meeting on Wednesday, January 22, 2020. Hopefully it will all wind up early March.

Also, the paperwork will be distributed for the Howard Gardner this coming week.

### C. Ethic Forms

Ms. Clarke stated that Ethics Forms went out this week and asked for their return as soon as possible.

With no further business, Mr. O'Bell asked for a motion to adjourn the meeting. Mr. Weinberger motioned, and Mr. Walsh seconded. The meeting adjourned at 5:35PM.

CHAIRMAN

65

Office of The City Controller	Controller				The state of the s	AL AND	
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DPW	1149.84	931.45	1,150.06	347.98	818.67	1034.78	1311.31
Fire	340.18	266.74	173.83	124.54	111.95	251.41	266.52
<b></b>	99.50	118.31	68.40	42.94	53.63	59.86	75.03
Mayor (No Card)	00.00	00.0	00:00	00.0	0	0	0
Parks	114.87	109.22	105.77	71.98	68.42	78.67	117.17
Permits	53.05	76.59	25.82	56.07	44.89	37.04	56
Police	2,065.66	2,202.02	1,681.78	1,383.76	1198.13	1496.99	1774.01
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OFFICE OF CITY
COUNCILICITY CLERK

Office o	of the City Controller			
Fuel Ca	ırd Analysis			
2020				
	DPW		- NAV	
	100	Jun 24/Jul 23		200
Card #	NAME/JOB TITLE	Dates	Units	Amount
1	C. Anzulewicz-Parts Mgr DPW		68.554	112.54
2	Coggins-Tire Repair DPW		0.000	0.00
5	J. Murphy-Mechanic DPW		28.152	43.63
7	G. Boyd- Mechanic DPW		0.000	0.00
8	M. Lynady- Mechanic DPW		0.000	0.00
9	D. Gallagher - Supervisor		202.320	341.47
11	T. Lynch - Recycling		0.000	0.00
26	T. Santoli - Tree Maint.		0.000	0.00
81	Flood Control		200.817	316.39
91	C. Jenkins - Supervisor	A70//II	134.926	211.61
93	L. Wynne - Parks		179.500	285.67
94	Hillcoat - Parks Foreman		0.000	0.00
			814.269	1,311.31

Controller	s Office			^^***
Fuel Card	Analysis			
2020		-API		
	FIRE	<u> </u>		
160000		Jun 24/Jul 23		
Card #	Issued	Dates	Units	Amount
18	DeSarno - <b>Chief</b>		0	0
19	Lucas-Dept. A/ Chief		0.000	0.00
20	Costa-Mechanic		0.000	0.00
21	S.Flynn-Fire Pervention		0.000	0.00
22	J. Joyce-Inspector		0.000	0.00
23	J. Lunney-Inspector		15.432	25.31
25	Car 22		0.000	0.00
90	Car 21		121.352	241.21
	AA7. AA7.		136.784	266.52

Office of the	ne City Controller			
Fuel Card A	Analysis			
2020				-A-60
	IT			
	AP7	June 24/July 23		
Card #	Issued	Dates	Units	Amount
14	F. Swietnicki-Directo	or	47.418	75.03
	- AND		47.418	75.03

Office of t	he City Controlle	r		
Fuel Card	Analysis			
2020				
	PARKS	11.000		
		June24/Jul23		AV-
Card #	Issued	Dates	Units	Amount
12	Fallon-Director		71.586	117.17
			71.586	117.17

Office of t	he City Controller			
Fuel Card	Analysis			
2020				
	PERMITS			VI
		June 24/Jul 23		
Card #	Issued	Dates	Units	Amount
15	O'Hora-Bldg Maint		9.829	15.04
17	Oleski-Act Director	) Laboratoria	24.545	40.96
			34.374	56.00

Fuel Card Analysis						
2020						
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·^-		June 24/Jul 23				
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71	Dombrowski	Dates	11.303	19.21		
72	DET - Beahan		11.635	18.04		
27	Graziano-Chief		0.000	0.00		
	Lieut.R.Martin		42.188	70.82		
28			26.762	41,48		
29	Brenzel-Lieut		66.656	106.79		
30	Moran - SGT		17.105	26.52		
31	Namiotka-Lieut					
32	Parking 1		0.000	0.00		
33	Parking 2		0.000	0.00		
35	SID - Mayer		0.000	0.00		
36	SID - McDonald		0.000	0.00		
37	SID - Spathelf		0.000	177700		
39	SID- Mcintyre		29.184	ļ		
40	SID - P.Gerrity		0.000			
41	SID - Hegedus		0.000			
42	SID - Gula		28.897			
43	DET - Spinosi		27.773			
44	DET - McLane		56.430	94.68		
45	DET - Castellano		33.450	55.53		
46	DET - Jones		40.176	67.51		
47	DET- Albanesi		16.654	28.31		
48	DET - Forsette		22.420	34.76		
49	DET - Pappas		14.405	25.06		
50	DET - Mayo		13.726	21.27		
51	DET - V. Uher		123.267	205.72		
52	DET- J. Gerrity		0.000	0.00		
53	DET - Gilroy		16.793	34.20		
54	DET - Barrett	· · · · · · ·	33.488			
55	DET- Lafferty		28.78			
56	DET - Fueshko		22.145			
57	DET - Lukasewicz		17.97			
58	DET- Gowarty		28.778			
60	DET - Passmore		29.899			
61	DET - K. Uher		30.90			
	DET - Denaples		28.13			
62			10.10			
70	T. Garvey		83.67			
75	Turner		88.43			
83	Celuck-Training		12.40			
85	DET - Schultz					
86	M. Phillips		0.00			
88	B. Lynady		0.00			
92	Monahan-Inspec		53.49	2 84.0		

Office of the	ne City Controller			
Fuel Card A	Analysis			
2020	107/11-1			.0000
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		June 24/Jul 23		
Card #	Issued	Dates	Units	Amount
82	K. Neary - Anim ctrl		53.202	85.99
89	K. Eiden - <b>Parks</b>		0.000	0.00
64	551 Moosic (House CARD)		3,016.402	5,040.69
65	220 S 7th (HOUSE CARD)		1,241.864	1,955.57
67	1227 S Main (House CARD)		906.885	1,556.34
95	Ford Van - Fire Dept		0.000	0.00
96	C. Hallock - Police		13.614	21.92
97	B. Ritter -Parks		0.000	0.00
98	McMullen - <b>DPW</b>		0.000	0.00
99	Master Mechanic		79.513	121.64
100	D. Mitchell -Police		25.749	43.03
101	M. Schultz- Police		11.693	18.12
104	J. Hoban - Fire Dept		86.5	59.09
106	J. Weaver-Police		10.939	18.6
			5,446.361	8,920.99



## Invoice Statement

INVOICE NUMBER:

66585185

City of Scranton ACCOUNT NAME: AMOUNT DUE BULL CLOSING DATE: | PAYMENT DUE DATE GREDIT LIMIT

0496-00-264494-0	30	A CONTRACTOR OF THE PROPERTY OF THE PARTY OF	Commence and the service of the serv
U498-00-204-33	ACTIVITY: DESCRIPTION:	CHARGES/DEBITS F	AYMENTS// CREDITS
DATE		Name of the last o	11,275.82
JUL-01-2020 JUL-23-2020	Payment - Thank You Fuel Purchases Rebates and Rebate Reversals	12,521.03	378.39
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	The Finance Charge is determined by applying a periodic rate of 0%  The Finance Charge is determined by applying a periodic rate of 0%  The Finance Charge is determined by applying a periodic rate of 0%	NT.	

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.

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PREVIOUS BALANCE (-)PAYMENTS	11,275,82 12,521.03	378.39	12,142.64
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CALL CUSTOMER SERVICE TO PAY BY PHONE FEDERAL TAX ID: 841425616

> SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS. TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

#### Sunoco SunTrak

P.O. Box 639 Portland, ME 04104-0639

ACCOUNT:NAME	City of Scranton	
ACCOUNT NUMBER	0496-00-264494-6	
INVOICE NUMBER	66585185	
BILL CLOSING DATE:	JUL-23-2020	
AMOUNT DUE	12,142.64	
AMOUNT ENCLOSED: 10		
PAYMENT DUE DATE	AUG-14-2020	

Make check payable to: WEX BANK To avoid processing delays, remit all payments to:

Nancy Krake City of Scranton 340 North Washington Avenue Scranton, PA 18503

հՈսՈւսուՈհետևհետևհետևհետևի **WEX BANK** P. O. BOX 4337 CAROL STREAM IL 60197-4337



Financial Summary

REPORT FOR: City of Scranton 0496-00-264494-6 JUN-24-2020 TO JUL-23-2020

PAGE 1

# SUNTRAK

NETS TOTAL FEES.&	15.04		37.25	1,311.31	(374,31) 6,732,09 61,26 69,29 44,5 97	1.0	75.03 1 75.03 1 517.67	3 117.17 117.17 V		90.42 1,612.08 34.26	F	15.16 177 8,648.22 10.00 8,920,99 \times 61,372,96	89 80.42 89 61.28	-
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PAGE 2 END OF REPORT

REPORT FOR: City of Scranton 0496-00-264494-6 JUN-24-2020 TO JUL-23-2020

# Financial Summary

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REPORT FOR: City of Scranton 0496-00-264494-6 JUN-24-2020 TO JUL-23-2020 PAGE 62 END OF REPORT

Purchase Activity Report

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### COMPOSITE PENSION BOARD MINUTES July 15, 2020

OFFICE OF CITY COUNCIL/CITY CLERK

The regular meeting of the Composite Pension Board was held on Wednesday, July 15<sup>th</sup> at 11:00AM on the ZOOM application.

The following were in attendance:

DAVID MITCHELL – Pres. – Police Employee Representative
JOHN HAZZOURI – Vice Pres – Municipal Board Representative
ROBERT SENCHAK – Sect. – Fire Employee Representative
PAUL HELRING – Police Board Representative
MAGGIE PERRY – Municipal Employee Representative
GARY DESTEFANO – Fire Board Representative
CARL DEELEY – (Proxy) Mayor
LORI REED – (Proxy) City Council
JOHN MURRAY - City Controller
LARRY DURKIN – Durkin MacDonald (Legal Counsel)
JAMES KENNEDY – Thomas Anderson & Assoc. (Administrator) by phone
ALEXANDER GOLDSMITH – PFM Group (Trustee) by phone

Dave Mittchell... Called the meeting to order. He wanted to approve the Minutes of the June 17, 2020 meeting. Motion to accept made by John Hazzouri, seconded by Paul Helring, all were in favor. He asked if anyone had anything to bring up, no response.

#### Bills:

The first is for Durkin and MacDonald for services from 6/16 - 7/13/20 for \$291.20. Motion to pay made by Paul Helring, seconded by John Hazzouri, all were in favor.

The next bill is for PFM Asset Management for the period of 5/1 - 5/31/2020 in the amount of \$14,902.28 as per our contract. Motion to pay made by John Hazzouri, seconded by John Murray, all were in favor.

#### Correspondence:

Two things from PFM that Alex will be going over when he makes his presentation.

Alex Goldsmith... Made his presentation to the Board. He gave an update on the markets economy and the plan. The story of where we are now is that the economy is reopening around the country, the CDC is reporting an uptake of cases, there certainly has been increased testing and now we've started to see an uptick in hospitalizations, more serious cases, deaths and now we've started to see some states pausing their reopening's or even reversing them. The big focus on California and Los Angeles what they will do. Certainly the impact on the economy has been on the markets. Really starting in April with a couple of hitches in April through May and June markets here in the U.S. equity markets, U.S. and worldwide have moved forward on the expectations that job reports have improved, retail sales on a month to month basis have improved. They're coming off extreme lows but generally the situation that we saw in March was turning around. You can see where things were at the end of June the S&P 500 was up 2%, international markets were actually up relatively to 4 and he thinks that's reflective of the virus situation.

The U.S. entered the pandemic a little better shape than most economies but they took a lot of the pain up front with some extreme shutdown measures and are out of that, so they may be able to sustain the recovery tail winds they have. It's very uncertain about that right here in the U.S. and really on a case by case basis. If we look at Pennsylvania as example of that, with a few exceptions, Allegheny County, certainly Philadelphia, they're unique urban areas. In Philadelphia we haven't reversed anything, we just paused some of the indoor openings we're had, it may slow the economic recovery. What really remains to be seen is the long term effects, household spending, the ability to make rent, there was fiscal stimulus, (breaking up) the add on to the unemployment. There was direct stimulus to businesses and the expectation is that some more of that will come either later this month or in August. Part of that is also what continues to drive the markets in addition to the reopening that expectation of some more business stimulus, at this point interest rates are going to continue (breaking up) to remain low but we have to see some of the longer term affects he mentioned households, certainly state and local governments that rely on certain wage tax. Philadelphia for example relies very significantly on the wage tax, other municipalities to a lesser extent. He was speaking with Wilkes Barre the other day it makes up a decent amount of their revenue.

Again the market tends to be a leading indicator, sometimes it can lead when the economic data isn't there to bolster it. If you look at the page he's on right now the chart on the upper right, it's certainly on a month to month basis. You know those indicators that are measured monthly things are turning around, we're coming off the worse period of unemployment since the great depression. We think we're in the right direction. The big thing and this is where he says the lingering effects may be seen but we don't know yet is the GDP growth rate. The previous quarter we say was (breaking up) for the most part. We're expecting a contraction in the growth rate in the 2<sup>nd</sup> Quarter about 5%, wouldn't be surprised if that ended up higher, worse than projected.

Retail sales are still falling but falling in slower rate on a month to month basis. At this point a lot of people's habits frankly have changed. In this sort of stay at home closed environment that we are in, if schools are closed this fall that will be a continued hit to consumer spending, anything related to that. Obviously the things that we focus on mostly remain the virus data and lastly market data.

The plan is in good shape on a year to date basis as you'll see in a few pages. What we're doing in the face of this uncertainty that he's talking about. Just for some context this is through the end of the day yesterday. The U.S. market is up 3% in July. On the YTD basis the total U.S. market large and small caps is down about a half of a percent now. So from January through yesterday it's pretty hard to believe given everything that is going on international markets continue to outpace the U.S. in July they're up about 4%. They continue to lag (breaking up) On a YTD basis broad fixed income is up about 7%, investment grade corporate bonds are up about 7% as well. High yield bonds were down, they were down about 3%.

Since the volatility in March the bond market has normalized. The treasuries did very, very well in March. They have since then returned to their normal return profile spread sectors like municipal bonds, corporate bonds, investment corporates like he mentioned and high yield has really come back pretty significantly in July. High yield is about a percent and a half ahead in the bond market in July. The portfolio has taken advantage of the bond market it is a source of less risk. He asked if there were any questions on the market economy, no response.

As of June 30<sup>th</sup> the combined plan is back up to \$101,645,886. He believes that is ahead of where we all started this year. Again it's been a very odd ride but a combination of some contributions into the plan, again there was a big draw down in front but the plan did protect relative to its' benchmark and it added a little bit more coming out of the back side. You can see in June the plan continues to be slightly ahead of the benchmark 2.17 vs. 1.93 for the 2<sup>nd</sup> Quarter, that's April, May, June, the plan adding a little over a percent. YTD the plan is in positive territory up almost a half of a percent while the benchmark is down a half of a percent. The last twelve months, June through June, just about over a percentage point. We are very pleased to see that. Not just the market value recovery but the performance.

Basically affirming the tough decision they had to make earlier this year back in March. Those were reducing equity at a pretty significant underweight to benchmark, in the middle of the free fall of the markets. It turned out that markets continued to fall but they had already fallen quite a bit when we made that decision. Our overall defensive mindset led us to be overweight and that emphasis of downside protection relatively led us to make that call, it proved to be a big addition in March and April.

Moving through the managers not too much to say because they're generally the same in the domestic asset classes. At the very end of June you can see there is a new active fund. It is a very small allocation 1.42 it's a cash cap fund, they invest in high quality companies so we

would expect them to do better if the market unexpectedly falls again. When market are up, again on the Quarter to Date Basis, 24% again this sort of defensive mind in high quality fund may not keep pace we're generally okay with that. If you look at YTD they defended on the downside.

Also the portfolio has been a little underweight to midcap and small cap. We still have some reservations on small cap despite the fact that their valuations look very attractive. The valuations are attractive in the big cap space as well. Midcaps are in a little better position if you think about the challenge for small businesses right now, medium to large business are a little more comfortable. On the international side, the large passive component in the Vanguard Int'l stock and then the Vanguard ETF and JO Hambro missed slightly for the month but if you look at their YTD figure they're having a very strong year, they're up 4.3%, their benchmark is down -11%. Harding Loevner had a pretty good month and their year figure looks quite strong.

This next section here is new Other Growth. This is something he mentioned last month on the call. We had added convertible bonds ETF into the portfolio as a way to capture the up sided equities with maybe a little bit of the added protection on the downside. These are convertible bonds that behave like stocks when the market is up sharply. When things take a turn they're more bond like. They are going to show a pretty strong negative return in a month like March of this year. For example if you look at the full YTD numbers they do smooth the return stream through things like that.

We don't lump them into stocks, we don't lump them into bonds. We view them as growth assets. We're looking for a return from these assets not income. They are a little different. So they're in this sort of new category. Also you added in these convertible bonds to get the portfolio sort of generally back up to a neutral weight relative to the benchmark. He talked about how we were underweight for a good part of this year from March onward. This steadily adding some more back in here and there and the market has moved the portfolio back towards benchmark as well. At this point we're sort of in a neutral position, again not overweighting but diversifying the risk around and continuing to monitor virus and economic data. Ready to make changes either way it may be.

In the Fixed Income Portfolio the spread sectors continuing to add a little more value since the volatility. Baird, Double Line, PGIM they are overweight in corporate bonds as you can see in their month and quarter numbers. They were caught off guard in March and their YTD numbers still lag for some of them as you can see but we expect over time that these marginal monthly to get them back in excess of their benchmark. Voya with some asset backed in a more diversified sectors, higher yields, treasuries. This was an ETF simple straightforward bond market. This was added as an overweight to bonds back in March. It will start to tick down, if the current positioning holds this will tick down. The iShares Municipal Bonds ETF this was added back in May. Again following March and April the spread for municipal bonds widened

pretty significantly to the point where they were not commiserate with the default rate in the municipal space even with the added stress that he mentioned. Even if there is unexpected stress in the municipal bond space the draw down for bond type of securities is typically much less then it is for equities.

If you think back to March equities were down -20% that's the negative return potential in equities. Whereas bonds, the goal of this portfolio for the month, well any month really, is to beat the Blmbg. Barc. U.S. Aggregate and any value we add over that translates to excess value for the portfolio. So again we're looking to adding these higher yield sectors, particularly when the default rates aren't matching up and trying to capture value in a place where even if we're surprised the downside potential is much lower.

Similarly we have a corporate bond ETF, you can see that for the month as well as the YTD to 1 Year Basis the value out of corporates. High yield was the high performer for the month as high yield came roaring back. It's a smaller allocation less than a percent but then you can see their YTD number. Still much lower a magnitude then the potential large stock pull back. The last we have on emerging markets ETF it was added back in June. Yields are higher in the merging market space and defaults and rates are low. The end result of all of that is another slide out performance for the month and continuing to move ahead for the year. All is pretty positive from his standpoint. He asked if there were any questions on this before he moves on, no response.

You can see here the cash flow for the plan started June 1<sup>st</sup> just over \$100 million, took out (\$1.15) in June but added a \$2.1 investment gain to \$101.6 million. We started this year at \$101.4 million again you're up slightly. This is where I say on a YTD basis you only taken out about \$22.4 thousand. He can't recall there may have been some contributions early in the year, maybe something that was held over from last year, on that basis you haven't taken out as much as you may have expected. As he said we've got positive investment returns, ever so slight but even on that basis you're up on that front, headed in the right direction.

A year ago the plan was at \$97 million. The second half of last year was particularly strong with the markets. The asset allocation, you may remember probably in the latter of March, April or May this chart would have shown domestic equity, international equity, the deviation from benchmark, the tan bars would have been much lower. You might have been maybe close to 10 if you added them together 10% underweight, as markets have moved back and as we've added back into these asset classes. When he says the plan is essentially neutral he's looking at this 2.3% in Other Growth, those equity like bond investments. So if you consider those equity place holders your portfolio is generally right on top of benchmarks.

He's mentioned there's a lot of uncertainty out there at this point in neutral positioning again if stocks surge we're not going to capture anything. If there is a surprise fallout we're

going with benchmark. We do expect in those situation active management in the sector and the diversification within the fixed income do add value just over the base asset allocation, that's manager selection, etc. It's something very important we do in addition to the asset allocation they do go hand in hand.

The report is because of the holiday and the timing of this meeting some of this data is old. Matt and him will update the report likely within two weeks or so when everything gets in and he will send it along so you will have the June 30<sup>th</sup> characteristics (breaking up) It discusses the addition of midcaps, evaluation, etc. relatively the better positioning of midcaps over small caps. That's the most recent communication. He opened up for any questions, no response. He switched the control back over to Larry.

Jim Kennedy... The only thing he would add is they are going to be working on the 2021 MMO basically coming up in the next month or so, he'll have them ready for the September meeting. It's based on the January 1, 2019 Actuarial Data and payroll contributions accordingly. Paul asked if there was any talk in Harrisburg about extending the deadlines for MMO's, Jim replied nothing that they head of and he wouldn't plan on it.

Dave entertained a Motion to adjourn, Motion to adjourn made by Paul Helring, seconded by John Hazzouri, all were in favor.

# August 19<sup>th</sup> is our next Meeting

Minutes approved August 19, 2020:

David Mitchell President

Kathleen McGinn Recording Secretary





# DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • FIGHE 570-348-4193 • FAX: 570-

OFFICE OF CITY

COLLICITY CLERK

COLLASSE 348-4173 • FAX: 570-348-4171

THE ZONING HEARING BOARD OF THE CITY OF SCRANTON HEREBY GIVES NOTICE THAT IT WILL CONDUCT A PUBLIC HEARING AT THE PAVILLIAN AT NAY AUG PARK, MULBERRY ST. AND ARTHUR AVE ON WEDNESDAY, SEPTEMBER 2, 2020@ 5 PM, TO CONSIDER, DELIBERATE, DISCUSS AND/OR TAKE OFFICIAL ACTION ON ANY MATTER THAT MAY LAWFULLY COME BEFORE IT AND TO CONSIDER THE FOLLOWING APPLICATIONS:

- William Frank Grippo seeks variance to use storage garage for Auto Sales and Auto Repair Garage at 1507 N Main Ave.
   C-N Zone. (continued from March meeting)
- 2) Exor Asset Management withdraws variance application to develop below minimum size apartments and amends application to seek Special Exception approval for Boarding House use for up to 80 residents at 507 Linden St. (Scranton Electric Bldg.) along with seeking a variance from certain lot requirements (minimum lot size, side and rear yard setbacks) related to the Special Exception requirements. (continued from March meeting) C-D Zone
- 3) Cristian J Garcia Torres, appeals order of Zoning Officer regarding signs in violation of Section 709.G of the Zoning Ordinance at 512 Cedar Ave. C-N Zone
- 4) 731 El Tenampa LLC, appeals order of Zoning Officer regarding the use of 523,527, 529 Birch St and/or in the alternative seeks variance for 523,527, 529 Birch St for development of a parking lot and accessory use for the principle use at 731 Pittston Ave. R-2 Zone

- 5) Tayoun Realty, LLC. Wishes to construct 24' x32'storage building, seeks relief of side setback to construct at 7' as 10' is required at 926 Wyoming Ave. C-G Zone
- 6) Soko Investments LLC, seeks variance to operate an Auto sales facility at 306-08 S. Main Ave. C-N Zone
- 7) Keystone Mission seeks variance to operate Homeless Shelter/Day Center at 215 Hickory St, I-L Zone
- 8) New Cingular Wireless, PCS, LLC, d/b/a AT&T Mobility and Verizon Pennsylvania LLC seeks variance to install a Commercial Communications Antenna in the public ROW near 2406 Olyphant Ave. R-1A Zone
- 9) Florelena Rospigilosi seeks variance to convert 2 unit apartment house to boarding house with 7 rooms at 801-03 Madison Ave. R-1A zone
- 10) Florelena Rospigilosi seeks variance to convert 10 unit apartment complex (2 structures on lot) to boarding homes with 23 rooms at 813-815 Madison Ave. R-1A zone

ANYONE INTERESTED IN BECOMING A PARTY TO THE ABOVE LISTED CASES ARE DIRECTED TO CONTACT THE CITY ZONING OFFICER @ 570-348-4280. ROBERT GATTENS, CHAIRMAN, SCRANTON ZONING BOARD. PUBLIC PARTICIPATION WELCOME.

#### FILE OF THE COUNCIL NO.

#### 2020

#### AN ORDINANCE

APPROVING AND ACCEPTING THE CITY OF SCRANTON CAPITAL BUDGET FOR THE YEAR 2021 PURSUANT TO SECTION 904 OF THE CITY'S HOME RULE CHARTER.

WHEREAS, the City of Scranton forwarded to City Council the Capital Budget for the 2021 fiscal year on August 25, 2020 in order to comply with the deadline set forth in the Home Rule Charter; and

WHEREAS, the 2021 Capital Budget is hereby presented to Council for their next regularly scheduled meeting on September 1, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY

OF SCRANTON, that the City of Scranton 2021 Capital Budget is hereby approved.

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

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

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



#### **DEPARTMENT OF BUSINESS ADMINISTRATION**

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

Memo

August 20<sup>th</sup> 2020

To: Lori Reed, City Clerk

From: Carl Deeley, Business Administrator

Re:

2021 Capital Budget

Lori,

Please find attached the City of Scranton's proposed 2021 Capital Budget pursuant to Section 904 of the Home Rule Charter. This plan is a continuation of documents submitted by previous administrations and is intended as a short and long term planning tool identifying the Capital needs of the City

The Budget is submitted at this time in compliance with the schedule identified in the Charter. Please place this document on the agenda of Council for introduction

Feel free to contact me with any questions. Thank you for your assistance.

CC.

- P. Cognetti, Mayor
- J. O'Brian, City Solicitor
- J. Murray, City Controller

Pennsylvania Economy League

Sincerely,

Carl Deeley

**Business Administrator** 

City of Scranton

#### 2021 Capital Budget Highlights - 8-19-20

#### Overview

This summary focuses on expenditure for 2021. The Capital Budget includes capital projects from 2021 through 2023 – details are included in the addendum.

In view of the projected revenue shortfalls forecast for 2021 capital projects are subject to deferral based on actual revenue and grant receipts.

Projects and acquisitions identified in the budget are aimed at sustaining and improving quality of services to the City. Implementation of these projects helps maintain our competitiveness as a Commonwealth municipality, as well as the ability to deliver services appropriately to our residents. Capital spending is evaluated on a value added basis to both residents and visitors to our City.

Although the document describes funding opportunities for those highlighted projects, sources of funding at this time are preliminary or unconfirmed. The execution of the projects described in the budget will be authorized as funding is better forecast.

When identifiable, the Capital Budget incorporates the existing funds in escrow reserved for flood control and those funds anticipated through planned financial transactions.

The Capital Budget typically will not include lesser capital items. The acquisition of those capital items are incorporated into the operating budget.

#### Relationship between the Operating and Capital Budgets

The operating budget generally includes expenditures that occur annually and reflect single year appropriations, but not in all cases. The operating budget provides for City services but does not usually result in the purchase or construction of major physical assets due to the cost associated with those assets. The operating budget is funded primarily from recurring revenue sources such as taxes and fees, but has also been supported by one time revenue sources.

The Capital Budget, in contrast, includes funding associated with projects which have a longer term life expectancy or the initial purchase of a future recurring expenditure such as technology. Fluctuations in capital spending may vary significantly from year to year, depending on the availability of funding sources, and various project phases. Resources to fund those projects include escrowed funds, grants, one time revenue sources, long term debt and lease funding, and contributions from the operating budget.

While differences exist in the capital and operating budgets, the two are connected as follows:

- 1. The Capital Projects identified in the budget may result in increased costs to maintain new facilities, or cost savings from efficiencies from the performance of new equipment or facilities –this will be reflected in the Operating Budget.
- 2. The Capital Budget may include funding from the Operating Budget;
- 3. The Operating Budget includes the provision for debt service for long term debt or lease transactions, which may be funding sources for Capital Projects. The City has, historically, relied on both financing methods to fund many Capital Improvement Projects.

#### Project Management

Project governance is currently ad-hoc or nonexistent relying on individual emails and phone calls for status reporting, which is both time-consuming and inaccurate. Going forward all capital projects will be required to include appropriate ownership and governance including; a recognized project manager, documented timelines including milestones for key events and expenditures, weekly progress reports and in person/Zoom monthly updates.

#### 2021 CAPITAL BUDGET

#### Information Technology

Projected Costs: \$936,000 dollars

There are several hardware, network and software security upgrades planned for 2021 that are required to maintain and improve city services. The major project undertaking which will impact both internal and external stakeholders is the replacement of the cities operating system detailed below.

#### City system Operating platform Est Projected Cost: \$300,000 dollars

The 2021 budget includes a major upgrade to financial and community enterprise systems.

Technical support for the cities current operating system will cease at the end of 2021. We can take advantage of this situation to make a step change in the cities operations efficiency and level of service to the public. There has been no significant investment in process improvement & technology for many years - Consequently business processes are mainly manual, have long lead times and prone to error. There is little/no integration between departments and agencies, communication relies heavily on individual contributors through email and phone for check & balance which puts the city at risk.

In addition the national emergency bought on by the COVID pandemic and the immediate need for teleworking has been a catalyst to force City government to push past the current paper culture and facilitate remote working.

Architecture changes will include unified master data – a single source of data for all departments and service partners. This will ensure accurate residential information for Tax, fees, Quality of life and other communications. This, coupled with integrated work flows will have a significant impact on controls, accuracy and efficiency.

Funding will be partly through DCED grant based on process improvement, discussion with DCED and PEL are already in progress, we estimate an \$80,000 DCED contribution

Additional federal funding will be sought based on ERP substitutes for OECD's process Improvements – there is no estimate at this time.

Enterprise improvements will be complemented by community facing website upgrades to facilitate remote services. We are anticipating funding through Federal COVI relief in the range of \$30000~\$40000.

Training of personnel will be included in the General operating budget

#### Fire Department

#### Projected Cost: \$117,000

The fire department will secure Local Services Account grant funding for the acquisition of a new Rescue. The total cost of the truck is estimated at \$753,700. The costs of the truck will be spread over 10 years on a lease to own basis starting in 2021. A replacement Fire inspector/Master mechanic vehicle replacement is also budgeted. The cost of \$80,000 will also be spread over 3 years starting in 2021

Funding will be Master mechanic will be through the Special Cities account (Fire alarm, Inspection account) the remaining costs will be funded through an equipment lease and the general fund.

Major equipment and vehicles continued maintenance will be incorporated into the annual operating budget

#### Police Department

#### Projected Cost: \$580,000

A de-escalation training simulator which will be located in the new Emergency Services Center is included and accounted for in the 2020 budget. This will likely carry over to 2021 based on the Service Center construction.

Four to five patrol vehicles are replaced each year to maintain the fleet. Four vehicles are planned for 2021 which will amount to \$180,000. An additional \$100,000 is budgeted for vehicle computer upgrades across the fleet.

Major equipment and vehicles continued maintenance will be incorporated into the annual operating budget.

#### **Emergency Services Center**

#### Projected Cost: \$300,000

The City of Scranton is in the process of converting the Serrenti Memorial Army Reserve Center, located at 1801 Pine Street, into an Emergency Services Center. This center will be a secondary location for government operations, as well as, a law enforcement command center in the event of a critical incident such as a natural disaster. The Center will also serve as an overflow location in the event local hospitals are overwhelmed as a result of the Coronavirus Pandemic.

The Emergency Service Center will furnish office and conference space to be used for government and law enforcement operations, community meetings, police and

fire training and storage space for police, fire vehicles and equipment. This facility will provide a centralized location from which the Scranton Police Training Division, Special Investigation Division and other specialized units will operate; currently these units operate from various locations throughout the City.

The Scranton Police Department (S.P.D) will utilize this facility to house equipment and vehicles of Specialized Units. Providing a central location where not only the equipment can be stored securely but from which the personnel can operate.

The Police Training Division will also be stationed in the Emergency Services Center. This division evaluates the needs and accesses the deficiencies of the Department and creates comprehensive programs to meet those needs in order to maintain professional levels in all aspects of police work. The Training Sergeants coordinate with outside agencies seeking specialists in the community to offer their expertise to department personnel, as well as, educate officers in the use of both lethal and less than lethal munitions. The Training Division is responsible for training all officers employed by the City of Scranton. All training for the Scranton Police Department will take place at the Emergency Services Center. All local, state and federal law enforcement agencies will be welcome to utilize this facility for training and meetings. The facility will house SPD's Use of Force Simulator for training local law enforcement in use-of-force and de-escalation. This training will be available to all law enforcement agencies in the area. County, State and Federal law enforcement agencies have expressed interest in not only utilizing SPD's resources but also space within the facility to host their own training and conferences.

In addition, the Center will be linked into the Scranton Police Department Community Surveillance Wireless Network through security cameras providing surveillance of the area and a police presence in the Hill Section.

Community programs presented by the S.P.D will also be held at the Emergency Services Center; these programs include the Citizen/Junior Police Academy, drug and alcohol programs, internet safety and gun safety, and active shooter training. The Emergency Services Center will be an asset to the citizens of Scranton by not only providing a location for emergency management but also expanding the police presence in the City and providing a place where the community and law enforcement can come together through programs that are intended to open lines of communication while producing informed citizens.

Scranton Fire Department will also have full use of the facility for training and storage of critical equipment.

Emergency Operations management for special events such as pandemics or natural disasters directed by the EMS coordinator will be located at the Emergency Services Center. The building & facilities will be utilized for centralizing intelligence, resource management & deployment.

The project was initiated in 2019, General construction work is ongoing through 2020 expense as of July 2020 amount to \$450,000

Funding for the next phase 2021 ~22 will include LSA Gaming Funds grant for \$150,000 and RACP grant for \$150,000 in 2021. The detail construction program is currently under development with Peters Associate & SPD

#### Department of Public Works

Projected Cost: \$787,500

DPW is working to implement a fleet management program. The fleet manager position was filled in August of 2020, supporting technology which includes maintenance scheduling & parts management software is included in the city operating platform upgrade.

Vehicles that require replacement and fleet additions in 2021 include 1 Dump truck, 1 Small paving roller, 1 brush tractor with mowing arm, 2 double cab pickups, 1 Garbage truck, 1 lawn mower 1 Box truck and 1 side loading recycling truck. Amounting to \$610,000 Funding will be partly through DEP Clean Diesel grant a 50% valued at \$152,500

A Trial study for vehicle GPS and route management will is planned for the 4<sup>th</sup> Quarter of 2020. Based on Trial results and ROI projections there may be additional funding requested.

#### Department of Engineering - Bridges

#### Projected Cost: Bridges \$1 million (5%match) Starting in 2022

Several Penn DOT/City Bridge structures have been identified for structural repairs – Ash St (2022) \$475000, Elm St, Parker St, North Main Ave and West Lackawanna Avenue. City match at 5% is estimated at \$1.5 M. The start of these projects is forecast for 2023.

The management of these projects will shift to the Commonwealth of Pennsylvania Department of Transportation for completion. The primary funding source will be the Commonwealth.

Roads and Sidewalks will be included in the DPW general operating budget as a maintenance item unless new construction.

#### Department of Engineering - Flood Control Projects

Projected Cost 2021: \$1 million

Meadow Brook Flood Protection utility relocation scheduled for 2021-2023 is estimated at \$2.0 M. Engineering and acquisition of right ow ways are scheduled to commence in 2021.

Keyser Valley Merrifield Pump Station Project scheduled for 2023 is estimated to be \$1.5 to \$3.0 M depending if a new pump station is needed.

Roaring Brook Flood project is currently in the scoping stage scheduled for 2023 is estimated in \$5 to \$10M range. The City is seeking grant funding from the Pennsylvania Emergency Management Agency for improvements to the Roaring Brook Flood Control Project. That project has been cited as deficient by the Commonwealth Department of Environmental Protection.

The City of Scranton will seek to deploy funds, including those in escrow, to improve specific components of the flood protection system, include the levees.

#### Department of Parks & Recreation

#### Neighborhood Parks

Projected Cost: \$600,000

Due to the impact to quality of life for residents, the revitalization and safety of our parks is a high priority for this administration.

Mclane & Associates have been engaged to provide a comprehensive assessment of city parks and recreation facilities to include public and stakeholder input. The results of this study will be used determine needs & prioritization of park projects for 2021 and beyond.

The City of Scranton will continue to access funding sources for improvements to the park system, such as the Pocket Park Grant Program used previously.

The development of green space in the City's downtown section will also be considered for future funding.

#### **Building Improvements**

#### City Municipal building

Projected Cost: \$2.9 million dollars

Originally built in 1888, the last known major renovation to the facility was performed in 1980.

The building has significant structural issues and requires an infusion of funding not feasible through the Operating Budget.

The immediate and urgent need is roof & façade repairs, delay in the completion of this work will compound structural issues identified by previous studies. Several workspaces suffer from ingress of moisture, visible erosion of brick and plaster surfaces and accumulation of dust and debris. A 2019 report by Cocciardi & Associates concluded that biological spores and air quality were within EPA, ASHRAE & OSHA limits but recommend further investigation for lead paint & asbestos.

Estimates for the roof and facade are taken from the February 2019 building assessment prepared by Highland associates based on conditions verified during field investigations. Urgent repairs include roof membrane replacement, slate replacement and facade and tower repairs

Kanton Reality have been engaged to provide a current assessment for more detail repair cost and the Architectural Heritage Association has been contacted for additional support

Relocation of staff and office equipment, with continued remote working is anticipated during the renovations.

We have an \$80,000 grant from the Historical and Museum Commission which must be used before Dec 31st 2020. An application for RACP funding is in progress for the cost balance

The overall cost to improve the building will be measurably higher and has not yet been quantified. This project is viewed as essential to sustain the building while a more comprehensive plan is developed. The current space does not lend itself to 21st century City government including public accessibility. This administration will review needs of all stakeholders to determine a course of action to meet the needs of the community and conserve the Municipal building as part of Scranton's heritage

TOTAL CAPITAL BUDGET for 2021: \$7,000,000

The addendum document attached provides additional project & funding information through 2023

1 2 3	Α	Capital Projects	E	F [	G	
		Capital Projects	20	21 Budget Prep		H
2						
		Capital Project	August 2020			
4		-				
5			Antic	ipated Start date	S	
6		Department - Project Desc	2021	2022		
			2021	2022	2023	Grant
7 8		Building and Maintenance: City Hall Roof/Spire	\$2,900,000.00			RACP -No Match
9		B&M Total	\$2,900,000.00	\$0.00	¢0.00	NACE -NO Match
10		Fire:	\$2,300,000.00	30.00	\$0.00	
11		New Rescue truck	\$76,875.00	\$76,875.00	C7C 07C 00	
12		Fire Inspector/Master	\$40,000.00	\$20,000.00		possible LSA
13		New Engine	340,000.00	\$20,000.00	\$20,000.00	
14			\$116,875.00	\$96,875.00	\$45,000.00	
15		Fire Dept. Totals	3110,0/3.00	\$30,875.00	\$141,875.00	Y-1444
		14341 7 34 7 4 4 4 4 4	\$300,000.00	6250,000,00		
16		Emergency services center MDT (police car computers)		\$250,000.00		LSA Grant and RACE
17			\$100,000.00	\$100,000.00	\$100,000.00	
18		Training Simulator	64.00.000.00	6224 750 60	0400	
19		Patrol Vehicle Fleet	\$180,000.00	\$231,750.00	\$190,000.00	Asset Forfeiture
20		Tactical SOG Vests		\$47,000.00		
21		Dept. Vests	CPON ANA AA		\$80,000.00	
22		SPD Dept. Total	\$580,000.00	\$628,750.00	\$370,000.00	
23						
24		Flood/Storm water				General Budget
25		Install GPS systems on all	\$175,000			
26		Purchase Leaf vacuum truck				2020 Recycling
27		Install Secondary Power	-	\$170,000		
28		Peter built Dump Trucks	\$140,000		\$145,000	Clean diesel
29		Asphalt Paving Small Roller	\$50,000			
30		Brush Tractor and mower	\$37,500			Clean diesel
31		2 Pick up Truck with Double	\$80,000			Clean diesel
32		Riding Lawn mowers	\$15,000		\$20,000	
33		Mack/Freightliner Garbage		\$225,000		Clean diesel
34		Purchase Leaf vacuum truck		\$225,000		2021 Recycling
35		Box Truck for Basin team	\$65,000			, <u> </u>
36		Front End Loader New		\$250,000	********	
37		New Recycling Truck, side	\$225,000			2021 Recycling
38		City Planning software		\$200,000	- m/m/a	
39						
40	•	DPW Dept. Total	\$787,500.00	\$1,070,000.00	\$165,000.00	***************************************
41		Dept. of Engineering	-			
42		Ash St Bridge		\$475,000		RACP 30%
43		Elm St Bridge		· · · · · · · · · · · · · · · · · · ·		Pen Dot 5% Match
44		West Lackawanna Bridge				Pen Dot 5% Match
45		Parker St Bridge			\$1,500,000	Pen Dot 5% Match
46		North Main		Earliest 2023		Pen Dot 5% Match
47		Roaring Brook Flood			\$5,000,000	. 5 5 0 5 0 (Flatte)
48		Keyser Valley - Merrifield		Design	\$1,500,000	
49		Meadow brook - Culvert	\$1,000,000	\$1,000,000	+ 1,500,000	DEP 20% Match
50		Dept. of Engineering Total	\$1,000,000	\$1,475,000	\$8,000,000	22/0 [VIGCUI
51		Parks and Rec:	7-/	<del>+-,,</del>	70,000,000	
52		All Parks	\$600,000.00	\$600,000.00	\$600,000.00	
53		Parks & Rec Dept. Total	\$600,000.00	\$600,000.00	\$600,000.00	
54		LIPS	\$555,555.05	7000,000,000	3000,000.00	
55		QOL Hand-held mobile	\$10,000.00		***************************************	COVID
56			\$10,000.00	\$0.00	60.00	COVID
		LIPS Dept. Total	710,000.00	30.00	\$0.00	
57		17.77	\$100,000.00	\$100,000.00		

	Α	В	ε	F	G	H
59		External Firewalls	\$160,000.00			- 13
60		Desktop replacement		\$35,000.00	\$35,000.00	<u> </u>
61		Surface pro replacement	\$20,000.00	\$20,000.00	\$20,000.00	
62		CCTV	\$100,000.00	\$100,000.00	\$100,000.00	
		Network environmental				
63		controls	\$56,000.00			
64		professional services	\$150,000.00	\$150,000.00	\$150,000.00	COVID
1		City Operating Platform				COVID
65		upgrade	\$300,000.00			DCED -\$80k
65		Website redesign	\$50,000.00			
68		IT Dept. Total	\$936,000.00	\$405,000.00	\$405,000.00	
69		Grand Totals	\$6,930,375.00	\$4,275,625.00	\$9,681,875.00	



August 26, 2020

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED
AUG 2 6 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPROVE AND ACCEPT THE CITY OF SCRANTON CAPITAL BUDGET FOR THE YEAR 2021 PURSUANT TO SECTION 904 OF THE CITY'S HOME RULE CHARTER.

Very truly yours,

Joseph A. O'Brien, Esquire

**Acting City Solicitor** 

# FILE OF THE COUNCIL NO. \_\_\_\_\_ 2020 AN ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY OF SCRANTON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF LACKAWANNA AND THE COUNTY OF LACKAWANNA TAX CLAIM BUREAU, WHEREBY THE RESPONSIBILITY AND RIGHT TO COLLECT DELINQUENT REAL ESTATE TAXES FROM THE CITY OF SCRANTON SHALL BE TRANSFERRED FROM THE CITY OF SCRANTON TO THE LACKAWANNA COUNTY TAX CLAIM BUREAU.

WHEREAS, the City of Scranton has for many years collected delinquent real estate taxes through the Single Tax Office, the City Treasurer Office and private collection services; and

WHEREAS, the City has negotiated an Intergovernmental Agreement with the County of Lackawanna tax Claim Bureau whereby delinquent real estate taxes will, beginning in January of 2021, be collected through the offices of the County Tax Claim Bureau; and

WHEREAS, a copy of said Intergovernmental Agreement is attached hereto as Exhibit "A"; and

WHEREAS, City Council believes that the enactment of this Ordinance approving said

Intergovernmental Agreement is in the best interest of the City and its citizens;

NOW THEREFORE, be it resolved that the City Council approves the Intergovernmental Agreement between the City of Scranton and the Lackawanna County Tax Claim Bureau, pursuant to which, beginning in 2021, the Tax Claim Bureau will collect the delinquent taxes of the City of Scranton;

BE IT FURTHER RESOLVED, that the Mayor, City Solicitor and Deputy Mayor shall be authorized to sign, finalize and take any other additional actions necessary to finalize and sign said Intergovernmental Agreement and take any and all necessary steps in furtherance thereof.

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

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

SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 2971, 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 and Pennsylvania.

### INTERGOVERNMENTAL COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN

#### THE LACKAWANNA COUNTY TAX CLAIM BUREAU

#### AND

#### CITY OF SCRANTON

This Intergovernmental Cooperation Agreement and Memorandum of Understanding ("Agreement") is entered into as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and among the Lackawanna County Tax Claim Bureau, a division of the Office of the Lackawanna County Commissioners, established pursuant to § 5860.201 of the Pennsylvania Real Estate Tax Sale Law, maintaining a principal place of business at 123 Wyoming Avenue, Suite 267, Scranton, Lackawanna County, Pennsylvania 18503 (hereinafter the "Tax Claim Bureau") and the City of Scranton, a Pennsylvania city of the second class A, maintaining a principal place of business at 340 North Washington Avenue, Scranton, Lackawanna County, Pennsylvania 18503 (hereinafter the "City").

WHEREAS, the statutory mandate of the Tax Claim Bureau is the collection of delinquent real estate taxes on behalf of the taxing districts situated in Lackawanna County;

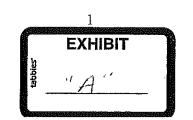
WHEREAS, § 2303 of the Pennsylvania General Local Government Code authorizes local governments to jointly cooperate in the exercise or performance of their respective governmental functions, powers or responsibilities and to enter into joint agreements as may be deemed appropriate for those purposes following the adoption of an authorizing ordinance in compliance with § 2305 of the Code;

WHEREAS, § 205 of the City's Home Rule Charter empowers the City to enter into intergovernmental cooperation agreements following the adoption of an authorizing ordinance in compliance with § 502(4) of the City Charter;

WHEREAS, § 1.3-302(q) of Lackawanna County's Home Rule Charter empowers the County to enter into intergovernmental cooperation agreements following the adoption of an authorizing ordinance in compliance with § 1.3-309(k) of the County Charter;

WHEREAS, the Tax Claim Bureau and the City seek to collaborate to jointly achieve the common goal and objective of collecting delinquent real estate taxes in a uniform, efficient and effective manner;

WHEREAS, the City desires to appoint the Tax Claim Bureau to collect its current and future delinquent real estate taxes and the Tax Claim Bureau agrees to serve as the City's independent agent in the collection of the City's current and future delinquent real estate taxes; and



NOW, THEREFORE, intending to be legally bound, and in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

#### 1. PREAMBLE.

The parties hereto acknowledge and agree that the above recitals are incorporated herein and made a part of this Agreement.

#### 2. OBLIGATIONS OF THE TAX CLAIM BUREAU.

#### 2.1 COLLECTION OF DELINQUENT REAL ESTATE TAXES.

The Tax Claim Bureau shall serve as the exclusive and independent agent of the City and collect delinquent real estate taxes returned to it on behalf of the City in accordance with the provisions of the Pennsylvania Real Estate Tax Sale Law, 72 P.S. §§ 5860.201 et seq., as amended and supplemented, and the Pennsylvania Municipal Claim and Tax Lien Act, 53 P.S. §§ 7101 et seq., as amended and supplemented, as authorized by Lackawanna County Ordinance #16-0255.

#### 2.2 DISQUALIFICATION OF TAX SALE BIDDERS.

The Tax Claim Bureau shall reject any bid, submitted for the purchase of real estate for the collection of delinquent real estate taxes, from any potential purchaser who is in arrears or owns or controls a business entity that is in arrears in the payment of taxes, fees, and/or liens due and owing to the City. Upon receipt of any bid money from a unqualified bidder, the Tax Claim Bureau shall cause the bid money of the unqualified bidder to be forfeited in accordance with the Tax Claim Bureau's forfeiture policy, as amended and supplemented.

#### 2.3 <u>ELDERLY EXTENSION OR DEFERRAL PROGRAM.</u>

The Tax Claim Bureau shall administer its Elderly Extension or Deferral Program on behalf of the City in accordance with Lackawanna County Ordinance #16-0255 and the administrative terms and conditions implemented, and as amended and supplemented, by the Tax Claim Bureau.

#### 2.4 LAND BANK.

The Tax Claim Bureau shall cooperate and coordinate with the Lackawanna County Land Bank, consistent with the provisions of the Pennsylvania Land Bank Act, 68 Pa. C.S.A. §§ 2101 et seq., as amended and supplemented, Lackawanna County Ordinance #15-0124 and the intergovernmental cooperation agreement and memorandum of understanding between the Lackawanna County Land Bank, County of Lackawanna, City of Scranton and Scranton School District regarding the acquisition of tax delinquent real estate situated in the City in order to convert those properties into productive use.

#### 2.5 PERFECTION OF LIENS.

The City requires the filing of liens and the Tax Claim Bureau shall cause to be filed liens in the Office of the Lackawanna County Clerk of Judicial Records for delinquent real estate taxes due to the City in accordance with § 7106 of the Municipal Claims and Tax Lien Act and Lackawanna County Ordinance #16-0255. Any fees or costs associated with the filing or satisfaction of liens shall be advanced by the Tax Claim Bureau and the Tax Claim Bureau shall be entitled to reimbursement of fees and costs pursuant to § 7106 of the Municipal Claims and Tax Lien Act, as amended and supplemented, Lackawanna County Ordinance #16-0255 and §5860.205 of the Real Estate Tax Sale Law, as amended and supplemented.

#### 2.6 TAX LIEN CERTIFICATES.

The Tax Claim Bureau shall, upon request of any person, furnish a lien certificate showing the taxes due on any property as shown on its records. The fee for issuing any such certificate shall be payable to the Tax Claim Bureau.

#### 3. OBLIGATIONS OF THE CITY.

# 3.1 CERTIFICATION AND TRANSMISSION OF EXISTING DELINOUENT REAL ESTATE TAXES.

The City shall certify as accurate and transmit to the Tax Claim Bureau a return, in a form approved by the Tax Claim Bureau, identifying its existing real estate tax delinquencies, including all penalties, interest, fees and costs, which are currently due and owing to the City for tax years 2019 and prior no later than January 31, 2020.

#### 3.2 ANNUAL RETURNS OF DELINQUENT REAL ESTATE TAXES.

The City shall direct the Single Tax Office to make annual returns to the Tax Claim Bureau of delinquent real estate taxes owed to the City beginning with tax year 2019 and each year thereafter no later than January 31 of the year immediately following the year in which the taxes were due in conformity with § 5860.306 of the Real Estate Tax Sale Law and Lackawanna County Ordinance #08-0337.

#### 3.3 CESSATION OF CITY TAX SALES.

The City shall cease conducting tax sales for the collection of delinquent real estate taxes, including treasure's sales pursuant to 53 P.S. § 30901 and 53 P.S. § 30912. Notwithstanding, the City shall retain the ability to conclude any pending Pittsburg plan sales or treasurer's sales that remain active, but unconsummated, at the time of execution of this Agreement.

# 3.4 DELINQUENT REAL ESTATE TAXES PAID TO THE TAX CLAIM BUREAU.

The City agrees and acknowledges that all taxes for which returns have been made to the Tax Claim Bureau shall be payable only to the Tax Claim Bureau and shall not be payable to or be accepted by the City or the Single Tax Office pursuant to § 5860.204(b)(1) of the Real Estate Tax Sale Law. The payment of preexisting tax liens filed on behalf of the City by any third party collector of delinquent real estate taxes shall similarly be payable only to the Tax Claim Bureau and shall not be payable to or be accepted by the City or any third party collector in order to permit the Tax Claim Bureau to accurately receipt and credit payments to maintain an accurate accounting of its claims docket.

#### 3.5 IDENTIFICATION OF EXISTING PAYMENT PLANS.

The City shall identify and provide a current accounting, including defaults, if any, of any payment plans that have been negotiated on behalf of the City through any third party collector of delinquent real estate taxes.

#### 3.6 EXECUTION UPON PREEXISTING LIENS.

The City authorizes the Tax Claim Bureau to execute, in the manner authorized by § 7106 of the Municipal Claims and Tax Liens Act, as amended and supplemented, upon any or all tax liens previously filed on behalf of the City by any third party collector of delinquent real estate taxes. The City authorizes the Lackawanna County Solicitor's Office, any assistant solicitor or the County's designated legal representative to substitute and enter his/her/its appearance on behalf of the City in any matter touching or concerning any tax liens previously filed on behalf of the City by any third party collector of delinquent real estate taxes.

#### 3.7 <u>SATISFACTION OF PREEXISITING LIENS.</u>

The City authorizes the Tax Claim Bureau to satisfy, through the recording of satisfaction pieces with the Lackawanna County Clerk of Judicial Records, any liens previously filed on behalf of the City by any third party collector of delinquent real estate taxes. The City authorizes the Lackawanna County Solicitor's Office, any assistant solicitor or the County's designated legal representative to substitute and enter his/her/its appearance on behalf of the City in any matter touching or concerning any tax liens previously filed on behalf of the City by any third party collector of delinquent real estate taxes. The Tax Claim Bureau shall not, however, unilaterally and arbitrarily satisfy any lien without just cause. The City shall retain the right to determine if any such liens shall be written off and the Tax Claim Bureau is prohibited from making such a determination unilaterally.

#### 3.8 TAX LIEN CERTIFICATES.

The City shall not issue tax lien certificates for delinquent real estate taxes returned to the Tax Claim Bureau.

#### 4. TERM.

The initial term of this Agreement shall be for five (5) years from the Effective Date of this Agreement. Unless terminated earlier by mutual agreement, or unilaterally as provided in paragraph five (5) below, this Agreement shall remain in effect and renew automatically under the same terms and conditions, for additional five (5) year terms. The term of years set forth in this provision shall in no way prohibit any party from exercising their rights to terminate this Agreement at any time in compliance with the termination provisions contained herein.

#### 5. TERMINATION.

Any party hereto may terminate this Agreement upon thirty (30) days advanced written notice. In the event of termination of this Agreement, all obligations with regard to any property already sold or in the process of being sold, either through upset sale, private sale, judicial sale or repository sale, shall continue until the sale has been completed, a tax claim bureau deed for the property has been delivered, the sale proceeds have been distributed and/or any challenge to the sale is fully and finally adjudicated. The Tax Claim Bureau shall also be entitled to reimbursement of all fees and cost advanced on behalf of the City.

#### 6. LEGISLATIVE OR EXECUTIVE ACTION.

The parties agree to enact any and all resolutions, ordinances or similar legislation or take any executive action, which may be necessary or essential to carry out the purpose and objectives of this Agreement.

#### 7. INDEPENDENT CONTRACTOR.

Nothing in this agreement shall be construed to create an employment relationship between the parties. Rather, each of the parties hereto are and shall remain independent and automatous.

#### 8. COMPLIANCE WITH LAWS AND ORDINANCES.

All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances, including those of the Commonwealth of Pennsylvania and Lackawanna County.

#### 9. SEVERABILITY.

In the event that any portion of this Agreement is declared invalid or unenforceable by legislation, or order, decree or judgment of a court of competent jurisdiction, this Agreement

shall be construed as if such portion had not been inserted herein, and the remainder of the Agreement shall be enforced with the invalid portion omitted.

#### 10. **EFFECTIVE DATE.**

This Agreement shall become binding and effective upon the date of the parties' contemporaneous execution of this Agreement or upon the date of execution of the last party to sign this Agreement.

#### 11. GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Lackawanna County Court of Common Pleas.

#### 12. ENTIRE AGREEMENT.

This Agreement sets forth the terms of the entire agreement between and among the parties, and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter herein.

#### 13. MODIFICATION.

No term of this Agreement may be changed or modified without the written consent of the parties.

#### 14. WAIVER.

The failure of either party to insist upon the strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of the future enforcement of such term, provision, option, right or remedy. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

#### 15. COUNTERPARTS.

This Agreement may be executed and delivered in one or more counterparts, each of which shall be an original, but all of which, together, shall be deemed to constitute a single document.

#### 16. AUTHORITY TO BIND.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement:

#### ON BEHALF THE CITY OF SCRANTON:

ATTEST:	
By: Lori Reed, City Clerk	By:
Dated:	Dated:
APPROVED AS TO FORM:	
By:  Joseph A. O'Brien, Esq.  Acting City Solicitor	
Dated:	
ON BEHALF THE LACKAWANNA C	OUNTY TAX CLAIM BUREAU:
ATTEST:	
By: Brian Jeffers, Chief of Staff	By:
Dated:	Dated:
APPROVED AS TO FORM:	
By: Frank J. Ruggiero, Esq. Chief County Solicitor	
Dated:	



August 27, 2020

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

AUG 2 7 2020

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO AUTHORIZE THE CITY OF SCRANTON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF LACKAWANNA AND THE COUNTY OF LACKAWANNA TAX CLAIM BUREAU, WHEREBY THE RESPONSIBILITY AND RIGHT TO COLLECT DELINQUENT REAL ESTATE TAXES FROM THE CITY OF SCRANTON SHALL BE TRANSFERRED FROM THE CITY OF SCRANTON TO THE LACKAWANNA COUNTY TAX CLAIM BUREAU.

> Very truly yours, Joseph O'Brien (1)

Joseph A. O'Brien, Esquire

Acting City Solicitor

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

2020

APPOINTMENT OF MARY BETH MIKOLAYCZAK, 413 ARTHUR AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY. MS. MIKOLAYCZAK WILL BE REPLACING KATHLEEN GALLAGAHER WHO RESIGNED JUNE 18, 2020. MS. MIKOLAYCZAK WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE JULY 9, 2020 AND WILL EXPIRE JUNE 18, 2025.

WHEREAS, Kathleen Gallagher resigned as a member of the Scranton Municipal Recreation Authority on June 18, 2020; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Mary Beth

Mikolayczak, as a member of the Scranton Municipal Recreation Authority to replace Kathleen

Gallagher. Ms. Mikolayczak's term will expire on June 18, 2025; and

WHEREAS, Mary Beth Mikolayczak has the requisite, experience, education and training necessary to serve on the Scranton Municipal Recreation Authority.

NOW, THEREFORE, BE IT RESOLVED that Mary Beth Mikolayczak., 413 Arthur Avenue, Scranton, Pennsylvania is hereby appointed as a member of the Scranton Municipal Recreation Authority to replace Kathleen Gallagher who resigned effective June 18, 2020. Ms. Mikolayczak's term will expire June 18, 2025.

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

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

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

July 9, 2020

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

RE: Scranton Municipal Recreation Authority

Dear Council Members:

Please be advised that I am appointing Mary Beth Mikolayczak, 413 Arthur Avenue, Scranton, Pennsylvania 18510 as a member of the Scranton Municipal Recreation Authority effective July 9, 2020.

Ms. Mikolayczak will be replacing Kathleen Gallagher who resigned on June 18, 2020.

Ms. Mikolayczaks' five (5) year term is effective July 9, 2020 and will expire on June 18, 2025.

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

Sincerely,

Paige G. Cognett

PGC/dan

cc: Scranton Municipal Recreation Authority

Joseph O'Brien, Esq., Acting City Solicitor

Carl Deeley, Business Administrator

Mary Beth Mikolayczak

413 Arthur Avenue Scranton, PA 18510

June 17, 2020

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

Dear Mayor Cognetti:

My name is Mary Beth Mikolayczak and I'm writing to ask for your consideration to fill the open seat which is currently available on the Scranton Municipal Recreation Authority's board.

I have been a Scranton resident all my life and have lived on Arthur Avenue right across from the Nay Aug Park Museum since 1982. I fell in love with Nay Aug Park as a child when my mom and dad use to bring our family here to swim, picnic, and ride the rides.

I am currently in the park every day walking with either my dog or my friends.

I attend all the monthly board meetings and have been involved in many of the Recreation Authorities volunteer projects, such as:

- Clean up of the fish pond and surrounding grassy areas to creative a new view
- Replacing new LED Lights on the Holiday Displays
- > Handwriting response letters to the children that wrote "Letters to Santa"
- > Collecting donations/handing out candy canes during the Holiday Light Display
- > Fund raising wreath project for the new light poles that GCMC installed

I love the progressiveness of the current board and would love the opportunity to become part of it. I've been so pleased with the accomplishments in our park over the last few years. Nay Aug Park is truly Scranton's "gem". I have many new and creative ideas to further improve the park and I also have some fund raising ideas.

I worked 31 years for Community Medical Center in the Support Staff field and also worked 16 years at the U.S. Attorney's Office as an Administrative Assistant and Legal Assistant in the Financial Litigation Department. I feel that with my work experience and overall creative nature, that I would be a good and solid fit for this committee.

I recently retired in November 2019 so I now have more time to volunteer and be an active board member if given the opportunity.

Thank you for your consideration!

Mary Beth Mikolayczak

## Law Offices

# PAUL A. KELLY, JR.

SCRANTON ENTERPRISE CENTER 201 Lackawanna Avenue, Suite 306 SCRANTON, PENNSYLVANIA 18503 (570) 344-5059

## paklaw6@gmail.com

June 12, 2020

Hon. Paige Cognetti, Mayor, City of Scranton City Hall Scranton, PA 18503

RE: Opening on Scranton Municipal Recreation Authority:

SENT BY EMAIL ONLY

Dear Mayor Cognetti:

Please see the attached letter from former Mayor Courtright dated June 18, 2015, appointing Mrs. Kathleen Gallagher to a five (5) year term on the Recreation Authority which expires on June 18, 2020. Regretfully, at last night's Recreation Authority meeting, Mrs. Gallagher, citing the need to tend to raising her young family, advised the Board that she does not wish to be considered for a reappointment, thus, there is an opening for your consideration.

Katie was truly an asset to the Authority. She is a dedicated, civic-minded person who served as the Authority's Secretary for numerous years, and her absence will be felt.

Thank you for your consideration to this matter.

Very Truly Yours:

Paul A. Kelly, Jr., Esq., SMJ

Cc: Robert Gattens (via email)
Stephanie Pisko, Esq. (via email)
Megan Preambo (via email)
Denise Nytch (via email)



July 13, 2020

RECEIVED

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

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF MARY BETH MIKOLAYCZAK, 413 ARTHUR AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY. MS. MIKOLAYCZAK WILL BE REPLACING KATHLEEN GALLAGAHER WHO RESIGNED JUNE 18, 2020. MS. MIKOLAYCZAK WILL BE APPOINTED TO A FIVE (5) YEAR TERM EFFECTIVE JULY 9, 2020 AND WILL EXPIRE JUNE 18, 2025.

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

Respectfully,

Joseph O'Brien (8)
Joseph A. O'Brien, Esquire

Acting City Solicitor

JAO/sl

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

2020

APPOINTMENT OF MICHAEL HANLEY, 800 WOODLAWN STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE BOARD OF THE SCRANTON REDEVELOPMENT AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE JULY 10, 2020. MR. HANLEY WILL BE REPLACING GENE TESEROVITCH WHOSE TERM EXPIRED FEBRUARY 4, 2020. MR. HANLEY'S TERM WILL EXPIRE ON FEBRUARY 4, 2025.

WHEREAS, Gene Teserovitch's term on the Board of the Scranton Redevelopment

Authority expired on February 4, 2020; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Michael Hanley as a member of the Board of the Scranton Redevelopment Authority for a five (5) year term effective July 10, 2020 to replace Gene Teserovitch whose term expired February 4, 2020. Mr. Hanley's term will expire on February 4, 2025; and

WHEREAS, Michael Hanley has the requisite, experience, education and training necessary to serve as a member of the Board of the Scranton Redevelopment Authority.

NOW, THEREFORE, BE IT RESOLVED that Michael Hanley, 800 Woodlawn Street, Scranton, Pennsylvania18509 is hereby appointed as a member of the Board of the Scranton Redevelopment Authority for a five (5) year term effective July 10, 2020 to replace Gene Teserovitch whose term expired March 19, 2019. Michael Hanley's term will expire on February 4, 2025.

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.



July 10, 2020

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

RE: Scranton Redevelopment Authority Appointment

Dear Council Members:

Please be advised that I am appointing Michael Hanley, 800 Woodlawn Street, Scranton, Pennsylvania 18509 as a member of the Scranton Redevelopment Authority effective July 10, 2020.

Mr. Hanley will be replacing Gene Teserovitch whose term expired February 4, 2020.

Mr. Hanleys' five (5) year term is effective July 10, 2020 and will expire on February 4, 2025.

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

Sincerely,

Ving Lo Consti,
Paige G. Cognetti,

PGC/dan

cc: Scranton Redevelopment Authority

Joseph O'Brien, Esq., Acting City Solicitor

Carl Deeley, Business Administrator

Michael Hanley

July 9,2020

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

## Dear Mayor Cognetti:

As a followup to our conversation earlier today, this letter will serve as a record of my interest to serve as a member of the Scranton Redevelopment Authority Board.

As a life long resident of the City of Scranton I have a stake in the future of our great city and would-be honored to have the opportunity to serve the further development of the city through the Scranton Redevelopment Authority.

As the former Chef Executive Officer at United Neighborhood Centers I have served residents and families in every neighborhood of Scranton and as the founder and Chief Executive Officer of United Neighborhood Community Development Corporation I was able to be hands on, working with a number of community partners, in the redevelopment of the South Side of Scranton. Through my continued work throughout Northeastern Pennsylvania in community and housing development, I have had the opportunity to work with a number of other municipalities in the development of their communities.

Now retired, I am interested in putting this experience to work for the improvement of the City of Scranton.

Wishing you all the best

Michael Hanley

Michael Hanley 800 Woodlawn Street Scranton, Pa 18509

#### Bio - 2020

Michael Hanley retired on February 1, 2019 as the Chief Executive Officer of United Neighborhood Centers of Northeastern Pennsylvania (UNC), a multi service, grassroots "settlement house" agency serving the needs of families, individuals, senior citizens and children through a network of community centers, childcare centers, older adult centers and community services programs. Hanley began his career at United Neighborhood Centers in 1988 as the director of youth programs at UNCs Bellevue Community Center advancing to the Director of Aging Services Programs in 1992 Assistant Executive Director in 1994 and Executive Director in January of 1995. During his tenure, UNC has more than quadrupled in size, primarily through the expansion of its housing, community services and crisis programs. He instituted a One Stop Shop Housing Counseling program serving over 1,000 households annually with a variety of housing needs including first time homebuyers education, foreclosure prevention counseling and transitional as well as permanent supportive housing programs for homeless individuals and families. In an effort to strengthen UNC's community roots, programs have been developed to train and support community youth leaders as well as adult leaders in low-income neighborhoods, the new immigrant community and local housing developments. In addition, under his leadership UNC has initiated a Community Health Department staffed by Community Health Professionals, Nurses and Social workers with the purpose of breaking down the silos between the low income community and healthcare. In its five year history this program has grown to serve over 500 individuals with chronic diseases, linking them to health professionals throughout the community. Hanley also founded and served as the Chief Executive Officer of the United Neighborhood Community Development Corporation, a subsidiary of UNC with a mission of developing affordable rental housing for low income seniors and families as well as addressing the comprehensive community development needs of struggling neighborhoods. Hanley holds a Bachelors Degree in Sociology from the University of Scranton, and a Masters Degree in Public Administration with an emphasis on Non-Profit Management from Marywood University. He is a 2010 graduate of the Achieving Excellence Executive Education Program at Harvard University's John F Kennedy School and Neighborworks America. Hanley is currently a Board member of Regional Hospital of Scranton and Lackawanna Pro Bono. Prior to retirement he was also a member of the Board of Metro Action of Lackawanna County, the Lackawanna County Workforce Investment Board, the National Advisory Board of the Center for Engagement and Neighborhood Building at the Alliance for Strong Families and Communities as well as the Alliance's C.E.O. Council. He is also a former board member of the Housing Alliance of Pennsylvania, a founding member of the Housing Coalition for Lackawanna County and a member of the Human Relations Commission for the City of Scranton as well as the Advisory

Board of the Lackawanna County Area Agency on Aging. He is the recipient of the 2016 Distinguished Honor Award from the Martin Luther King Commission, the 2012 Sister Siena Finley Ethics Award from the Ethics Institute of Northeastern Pennsylvania and the 2009 Interdependence Award. Born and raised in Scranton, where he lives with his wife Susan. He is the proud father to son Sean and daughter Katie and Pop Pop to Granddaughter Brianna and Grandson Brayden.



July 16, 2020

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED
AUG - 7 2020

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF MICHAEL HANLEY, 800 WOODLAWN STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE BOARD OF THE SCRANTON REDEVELOPMENT AUTHORITY FOR A FIVE (5) YEAR TERM EFFECTIVE JULY 10, 2020. MR. HANLEY WILL BE REPLACING GENE TESEROVITCH WHOSE TERM EXPIRED FEBRUARY 4, 2020. MR. HANLEY'S TERM WILL EXPIRE ON FEBRUARY 4, 2025.

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

Respectfully,

Joseph D. Brien, Esquire

Acting City Solicitor

JAO/sl

RESOLUTION NO. \_\_\_

2020

APPOINTMENT OF WILLIAM KING, 1310 RIDGEWOOD AVENUE, SCRANTON, PENNSYLVANIA, 18505 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION FOR A FOUR (4) YEAR TERM EFFECTIVE JULY 13, 2020. WILLIAM KING WILL BE REPLACING THOMAS J. GALELLA, JR.WHOSE TERM EXPIRED. WILLIAM KING'S TERM WILL EXPIRE ON DECEMBER 31, 2024.

WHEREAS, Thomas J. Galella, Jr's term on the Scranton City Planning Commission expired; and

WHEREAS, the Mayor of the City of Scranton desires to appoint William King as a member of the Scranton City Planning Commission effective July 13, 2020 to replace Thomas J. Galella, Jr. whose term expired. William King's term will expire on December 31, 2024; and

WHEREAS, William King has the requisite experience, education and training necessary to act as a member of the Scranton City Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that William King, 1310 Ridgewood Avenue, Scranton, Pennsylvania is hereby appointed as a member of the Scranton City Planning Commission for a four (4) year term effective July 13, 2020 to replace Thomas J. Galella, Jr. whose term expired. William King's term will expire on December 31, 2024.

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

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

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



July 13, 2020

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

RE: Scranton City Planning Commission Appointment

Dear Council Members:

Please be advised that I am appointing William King, 1310 Ridgewood Avenue, Scranton, Pennsylvania 18505 as a member of the Scranton City Planning Commission effective July 13, 2020.

Mr. King will be replacing Thomas J. Galella, Jr., whose term expired.

Mr. Kings' four (4) year term is effective July 13, 2020 and will expire on December 31, 2024.

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

Sincerely,

Paige G. Cognetti,

PGC/dan

cc: Scran

Scranton City Planning Commission Joseph O'Brien, Esq., Acting City Solicitor Carl Deeley, Business Administrator

William King

July 8, 2020

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

## Dear Mayor Cognetti:

I would like to express my interest in serving on the Planning Commission for the City of Scranton. I am a life-long resident of the City of Scranton, residing on the East Mountain with my wife Lynn and three daughters, Caroline, Amelia and Alexandra.

I have a Bachelor of Science from Millersville University of Pennsylvania, a Master of Science in Secondary School Administration from the University of Scranton and a Superintendent's Letter of Eligibility from Temple University. I have spent the past 34.5 years working in public education, serving as an Industrial Arts Teacher, Vice Principal, Principal, Assistant Superintendent and Superintendent of Schools. While Superintendent of the Scranton School District (2008-2014), I was heavily involved with the planning and construction of three elementary buildings: John Whittier, John F. Kennedy and Isaac Tripp. In my current position, as Superintendent of the Lakeland School District, I have been working with the Board of Education to plan for a possible elementary school consolidation project.

I am also the Founder, President and Race Director (volunteer) of the 501C3 SMA, Inc., Steamtown Marathon, which has raised over \$2,000,000 to benefit the fragile children and young adults served at St. Joseph's Center, since its' inception in 1996. This community event brings thousands of runners and their families from all over the USA to the City of Scranton each year and has had an enormous economic impact on our city and surrounding communities. I believe that my education, community service and professional experience serving as a school administrator for over 27 years, makes me uniquely qualified to serve on the Planning Commission.

If you have any further questions, please feel free to contact me.

Sincerely,

Bill King \

1310 Ridgewood Avenue Scranton, PA 18505

122



August 4, 2020

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

RECEIVED
AUG - 7 2020

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF WILLIAM KING, 1310 RIDGEWOOD AVENUE, SCRANTON, PENNSYLVANIA, 18505 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION FOR A FOUR (4) YEAR TERM EFFECTIVE JULY 13, 2020. WILLIAM KING WILL BE REPLACING THOMAS J. GALELLA, JR. WHOSE TERM EXPIRED. WILLIAM KING'S TERM WILL EXPIRE ON DECEMBER 31, 2024.

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

Respectfully,

Joseph O Brun (S)
Joseph A. O'Brien, Esquire

Acting City Solicitor

JAO/sl

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

2020

RE-APPOINTMENT OF JOSEPH A. MURPHY, 610 DEPOT STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION EFFECTIVE JULY 14, 2020. MR. MURPHY'S PRIOR TERM EXPIRED ON DECEMBER 31, 2015 AND WAS HELD OVER FOR A FULL FOUR (4) YEAR TERM EXPIRING DECEMBER 31, 2019. HIS NEW TERM WILL EXPIRE ON DECMBER 31, 2023.

WHEREAS, Joseph A. Murphy's prior term on the Scranton City Planning Commission expired on December 31, 2015 and was held over for a full four (4) year term expiring December 31, 2019; and

WHEREAS, the Mayor of the City of Scranton desires to re-appoint Joseph A. Murphy as a member of the Scranton City Planning Commission effective July 14, 2020 for an additional four (4) year and his new term will expire on December 31, 2023; and

WHEREAS, Joseph A. Murphy has the requisite experience, education and training necessary to act as a member of the Scranton City Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that Joseph A. Murphy, 610 Depot Street, Scranton, Pennsylvania is hereby re-appointed as a member of the Scranton City Planning Commission effective July 14, 2020 for an additional four (4) year term. His new term will expire on December 31, 2023.

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

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

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



July 24, 2020

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

RE: Scranton City Planning Commission Appointment

Dear Council Members:

Please be advised that I am re-appointing Joseph A. Murphy, 610 Depot Street, Scranton, Pennsylvania 18509 as a member of the Scranton City Planning Commission effective July 14, 2020.

Mr. Murphys' prior term expired on December 31, 2015 and was held over for a full four year term expiring December 31, 2019.

Mr. Murphys' four (4) year term is effective July 14, 2020 and will expire on December 31, 2023.

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

Sincerely,

Paige G. Cognetti,

PGC/dan

cc:

Scranton City Planning Commission Joseph O'Brien, Esq., Acting City Solicitor Carl Deeley, Business Administrator Joseph Murphy Joseph A. Murphy 610 Depot St. Scranton, PA 18509

## Requesting re- appointment to Scranton City Planning Commission

- Veteran of United States Navy (1969-1971)
- Scranton resident since 1974.
- BS from Marywood University- 1983- Marketing major
- Member of Scranton Planning Commission (2011-Present)
- Board of Directors Scranton Lackawanna Human Development Agency (1988-Present) Member of Executive Board
- Plot Neighborhood Association (1983-Present) Held various offices throughout the years including President and Vice president
- Finance Committee of Mary Mother of God Parish, Scranton (1990- Present)
- Employed by United States Postal Service (1973-2007) Mailing Specialist and various other positions. Retired 2007
- Employed by Northeast Transportation, Scranton. (2010 Present) Transport students to various schools in Scranton school district.77

August 4, 2020

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED
AUG - 7 2020

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING RE-APPOINTMENT OF JOSEPH A. MURPHY, 610 DEPOT STREET, SCRANTON, PENNSYLVANIA, 18509 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION EFFECTIVE JULY 14, 2020. MR. MURPHY'S PRIOR TERM EXPIRED ON DECEMBER 31, 2015 AND WAS HELD OVER FOR A FULL FOUR (4) YEAR TERM EXPIRING DECEMBER 31, 2019. HIS NEW TERM WILL EXPIRE ON DECMBER 31, 2023.

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

Respectfully, Voseph O'Brien (1)

Joseph A. O'Brien, Esquire

Acting City Solicitor

JAO/sl

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

2020

APPOINTMENT OF NORMA JEFFRIES, 619 COLFAX AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE JULY 21, 2020. MS. JEFFRIES WILL BE REPLACING PAUL DEANTONA WHO RESIGNED JULY 2, 2020. MS. JEFFRIES WILL FILL THE UNEXPIRED TERM OF PAUL DEANTONA WHICH IS SCHEDULED TO EXPIRE JUNE 17, 2024.

WHEREAS, Paul DeAntona resigned as a member of the Scranton Municipal Recreation Authority on July 2, 2020; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Norma Jeffries as a member of the Scranton Municipal Recreation Authority effective July 21, 2020. Ms. Jeffries will fill the unexpired term of Paul DeAntona who resigned July 2, 2020 which is scheduled to expire on June 17, 2024; and

WHEREAS, Norma Jeffries has the requisite, experience, education and training necessary to serve on the Scranton Municipal Recreation Authority.

NOW, THEREFORE, BE IT RESOLVED that Norma Jeffries, 619 Colfax Avenue, Scranton, Pennsylvania is hereby appointed as a member of the Scranton Municipal Recreation Authority effective July 21, 220. Ms. Jeffries will fill the unexpired term of Paul DeAntona who resigned effective July 2, 2020 which is scheduled to expire on June 17, 2024.

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

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

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

July 21, 2020

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

RE: Scranton Municipal Recreation Authority Appointment

Dear Council Members:

Please be advised that I am appointing Norma Jeffries, 619 Colfax Avenue, Scranton, Pennsylvania 18510 as a member of the Scranton Municipal Recreation Authority effective July 21, 2020.

Ms. Jeffries will be replacing Mr. Paul DeAntona who resigned July 2, 2020 and will fill his unexpired term.

Ms. Jeffries' term is effective July 21, 2020 and will expire on June 17, 2024.

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

Sincerely

Paige G. Cognetti,

PGC/dan

cc:

Scranton Recreation Authority

Joseph O'Brien, Esq., Acting City Solicitor

Carl Deeley, Business Administrator

Norma Jeffries

Date:

June 18, 2020

To:

Mayor Paige Gebhardt Cognetti

From:

Norma Jeffries

Re:

Consideration for Nay Aug Park Board of Directors

I am sending this letter to express my interest in being considered for the open positions for the Nay Aug Park Board of Directors. Over the past 18 months, I have attended the monthly meetings and I feel I have contributed to the discussions.

Walking in the park is part of my daily exercises. Since I am very often in the park, I feel that I can add a "walkers" view as we continue to discuss improvements.

As a result, I would like to be considered for one of two open Board of Director positions.

I can be reached on my cell phone, is needed.

if additional information

Regards,

Norma Jeffries

City Resident

619 Colfax Ave

Scranton, PA 18510

# SCRANTON MUNICIPAL RECREATION AUTHORITY L'NAY AUG WAY SCRANTON, PA 18510 C/O PAUL DeANTONA

July 2, 2020

TO: Hon, Paige Cognetti, Mayor, City of Scranton FROM: Paul DeAntona, SMRA Board member

RE: Resignation of unexpired term

Dear Mayor Cognetti:

Please accept this letter as my official notice that I am resigning, effective immediately, as a member of the Scranton Municipal Recreation Authority, My current term expires on June 17, 2024.

I wish to thank you and the SMRA Board for the many years of pride and enjoyment I took in serving the Authority and it's terrific dedication to Nay Aug Park and the citizens of our great City. At this time, I am pursuing some traveling that makes it difficult to spend the required time on the Board. I am very excited about the future goals this current Board has for improvements and maintenance of the park, and I will continue to volunteer my time and service to their cause.

Sincerely.

Taue DE Antona

7/2/20

Cc: Robert Gattens, SMRA Chairman



August 4, 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 AUTHORIZING APPOINTMENT OF NORMA JEFFRIES, 619 COLFAX AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON MUNICIPAL RECREATION AUTHORITY EFFECTIVE JULY 21, 2020. MS. JEFFRIES WILL BE REPLACING PAUL DEANTONA WHO RESIGNED JULY 2, 2020. MS. JEFFRIES WILL FILL THE UNEXPIRED TERM OF PAUL DEANTONA WHICH IS SCHEDULED TO EXPIRE JUNE 17, 2024.

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

Respectfully,

Joseph O'Brien (S)
Joseph A. O'Brien, Esquire

**Acting City Solicitor** 

JAO/sl

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

#### 2020

APPOINTMENT OF JANE RISSE, 1707 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION EFFECTIVE JULY 29, 2020 FOR A FOUR (4) YEAR TERM. MS. RISSE WILL BE REPLACING JAMES THOMAS WHOSE TERM EXPIRED. JANE RISSE'S TERM WILL EXPIRE ON DECEMBER 31, 2024.

WHEREAS, James Thomas term on the Scranton City Planning Commission expired; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Jane Risse as a member of the Scranton City Planning Commission effective July 29, 2020 to replace James Thomas whose term expired. Jane Risse's term will expire on December 31, 2024; and

WHEREAS, Jane Risse has the requisite experience, education and training necessary to act as a member of the Scranton City Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that Jane Risse, 1707 Gibson Street, Scranton, Pennsylvania is hereby appointed as a member of the Scranton City Planning Commission effective July 29, 2020 for a four (4) year term to replace James Thomas whose term expired. Jane Risse's term will expire on December 31, 2024.

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

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

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

July 30, 2020

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

RE: Scranton City Planning Commission Appointment

Dear Council Members:

Please be advised that I am appointing Jane Risse, 1707 E. Gibson Street, Scranton, Pennsylvania 18510 as a member of the Scranton City Planning Commission effective July 29, 2020.

Ms. Risse will be replacing James Thomas whose term expired.

Ms. Risses' four (4) year term is effective July 29, 2020 and will expire on December 31, 2024.

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

Sincerely,

Paige G. Cognetti,

PGC/dan

cc:

Scranton City Planning Commission Joseph O'Brien, Esq., Acting City Solicitor Carl Deeley, Business Administrator Jane Risse July 17<sup>th</sup> 2020

RE: Scranton Planning Commission Letter of Interest

Dear Mayor Cognetti:

I would like to express my interest in serving on the City of Scranton Planning Commission. I have been a resident of Scranton for almost 20 years and have been a property owner since 2004. I also serve as the executive director of a non-profit that exists in and serves the residents of Scranton and Lackawanna County. I traveled and lived in other parts of the country but returned to my roots and decided to purchase a home and become a part of the community that I love. I believe that we all have civic responsibilities to make our City of Scranton what we want it to be.

Please review my background, attached. I would appreciate your consideration as you look to fill the any Planning Commission vacancy.

Kind Regards,

Jane Risse 1707 E. Gibson St. Scranton, PA. 18510

1707 E. Gibson Street Scranton, Pennsylvania 18510

# Jane Risse

## Experience

The Greenhouse Project 200 Arthur Avenue, Scranton, Pennsylvania 18510 www.ScrantonGreenhouse.org

#### **Executive Director**

2012 - present

- Revive a defunct non-profit organization, including building a new board of directors, staff,
   volunteer base and revenue streams. Recipient Pennsylvania Environmental Partnership Award.
- Plan, develop, conduct and evaluate adult and children hands-on experiential educational programs as related to healthy, sustainable communities. Facilitate school and group education programs, curriculum, and field trips incorporating STEM principles.
- Recruit, screen, train and supervise volunteers, interns and paid program staff. Develop community collaborations, sponsorships and various partnerships.
- Grant writing, develop fundraisers, pursued and developed revenue opportunities including a nursery greenhouse which became a social entrepreneurship with sales of \$20,000 annually.
- Created marketing material, press releases, company website, event planning.
- Demonstrated strong communications skills including writing, editing, verbal communication, public relations, public speaking, annual report, live television and radio.
- Develop and Manage Community Gardens for over thirty refugee families and fresh food donations to the local food pantries.
- Partnered with two churches to form volunteer based afterschool programs, one focused on refugee cultural and language acclimation and one for homework help.

#### Greenhouse Manager

2013 - present

- Manage facility and educational programming for a 3000 square foot public use greenhouse including plant nursery, retail and fundraising space and community education events.
- Coordinate activities for learning programs and events, develop community partnerships.
   Develop and teach community education programs to children and adults using both technology and hands-on methods to develop workshops, seminars, demonstrations.

#### Penn Foster, Inc.

925 Oak Street, Scranton, PA 18515 www.pennfoster.edu

#### Marketing Manager

2006 - 2013

- Planned, scheduled, managed, and executed various marketing projects including email blasts,
   electronic student newsletters, blogs and social media marketing efforts.
- Developed corporate partnerships for graduate job placement.

#### **Print Buyer**

1995 - 2006

 Negotiated and procured two million dollars per year of printed advertising, direct mail components and packages, inserts, forms, envelopes, etc. Among key players in the company selected to receive an incentive based bonus.

- Developed and maintained relationships with commercial printers, manufacturers, and mailing houses and U.S. Postal Service to secure competitive sources.
- E-Marketing including social media marketing, keyword bidding, organic and paid search.

## Pre-Press Technician

1989 - 1991

- Coordinated flow of jobs from creative department through pre-press and printing departments under strict deadlines. Highly detailed work.
- Responsible for camera operation, typesetting, proofs, ordering supplies and inventory control
  for pre-press printing department. Operate a Xerox Docu-Tech Publisher formatting and
  outputting laser-printed bound books and newsletters.

## Humble Bagel Bakery 2435 Hilyard Street, Eugene, OR 97405

<u>Baker</u>

1991 - 1995

 Supervised bakery production of bread. Planned inventory of baked goods on a daily and weekly basis. Prepared doughs and batters, baked cakes, breads, bagels and pastries. Train and supervised staff in oven baking and retail.

#### **Education**

Lane Community College

Eugene, Oregon

Associate of Science GPA: 3.9; 1994 Recipient of Weyerhaeuser Foundation Scholarship

Penn State University

Dunmore, Pennsylvania

60 credits including Business, Science and Computer Science classes.

#### Memberships, Boards & Honors

• 2019 Recipient Pennsylvania Environmental Partnership Award • Executive Board Lackawanna County Food Policy Council • Pennsylvania Women's Agricultural Network • Pennsylvania Association for Sustainable Agriculture • Penn State Master Gardener

#### **Related Skills**

Software: Microsoft Office Suite, Google Adwords, AS400, Project Management Fundamentals, social media. Excellent interpersonal skills, innovative, good communicator, adaptable, disciplined, pleasant, quick to learn, self-starter, coordinator, team player and leader, natural teacher, problem solver.

## References

Steve Ward Penn State Ext. MG Volunteer Coordinator ,
Nell Donnelly O'Boyle Dwell Real Estate
Maureen Duffy Scr. Housing Authority; Duffy Accessories
Dr. Ada Rios-Rivera Phd. Psychologist
Doug Heller Cigna Healthcare
Peg Ruddy Executive Director Women's Resource Center



August 3, 2020

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED
AUG - 7 2020

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPOINTMENT OF JANE RISSE, 1707 EAST GIBSON STREET, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SCRANTON CITY PLANNING COMMISSION EFFECTIVE JULY 29, 2020 FOR A FOUR (4) YEAR TERM. MS. RISSE WILL BE REPLACING JAMES THOMAS WHOSE TERM EXPIRED. JANE RISSE'S TERM WILL EXPIRE ON DECEMBER 31, 2024.

THE ADMINISTRATION HAS VERIFED THAT THE APPOINTEE HAS NO DELINOUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

Joseph A. O'Brien, Esquire

Acting City Solicitor

JAO/sl

RESOI	LUTION	INO.	
RESOI	AOTTUL	I NO.	

2020

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH URBAN ELECTRICAL CONTRACTORS, INC. TO PERFORM MAINTENANCE OF STREET LIGHTS FOR A TWENTY-FOUR (24) MONTH PERIOD.

WHEREAS, a request for Proposals was advertised for maintenance of street lights and three (3) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that due to the fact that Joyce Electrical Inc. was disqualified, we intend to award the contract to Urban Electrical Contractors, Inc. Urban Electrical Contractors, Inc. is now the lowest most responsible bidder per the Memo attached hereto from the Director of the Department of Public Works.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Urban Electrical Contractors, Inc. for the maintenance of street lights for a period of twenty-four (24) month period.

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

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

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

## CONTRACT

This contract entered into this day of 2020 effective from
the date of execution for a period of twenty four (24) months by and between the City of
Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

URBAN ELECTRICAL CONTRACTORS, INC. 801 WILLIAM STREET DUNMORE, PA 18510 PHONE NO. (570) 342-0907

hereinafter called "Contractor".

#### WITNESSETH:

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

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

# ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing maintenance of City of Scranton street lights. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

MAINTENANCE OF CITY OF SCRANTON STREET LIGHTS EFFECTIVE FROM THE DATE OF EXECUTION FOR A PERIOD OF 24 MONTHS PER THE ATTACHD BID PROPOSAL AND SCRANTON'S SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Urban Electrical Contractors, Inc. dated July 29, 2020 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

## ARTICLE II - GENERAL

- (1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.
  - (2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

#### ARTICLE III - FEES

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

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

## ARTICLE IV - INDEMNIFICATION

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

## ARTICLE V - INSURANCE

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

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

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:
  - (a) Name of insurance company, policy number, and expiration data;

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

## ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

## ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:	
	BY:
CITY CLERK	MAYOR
DATE:	DATE:
COUNTERSIGNED:	·
CITY CONTROLLER	DIRECTOR, DEPARTMENT OF PUBLIC WORKS
DATE:	DATE:
APPROVED AS TO FORM:	
CITY SOLICITOR	
DATE:	URBAN ELECTRICAL CONTRACTORS, INC.
	BY:
	TITLE:
	DATE:



# DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

Date:

August 3, 2020

Subject:

City of Scranton

Maintenance of Street Lights

To:

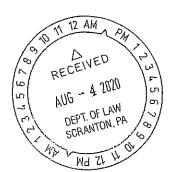
Joseph O'Brien, Esquire

Acting City Solicitor

From:

Tom Preambo

Director Public Works



This memo is in reference to Maintenance of Street Lights, I believe we should not award Joyce Electrical Inc the street lighting contract based on the past performance and concerns which lead to disqualifying the bid of Joyce Electrical Inc.

Due to the fact that Joyce Electrical Inc was disqualified, we intend to award the contract to Urban Electrical Contractors Inc. This contract is for Maintenance of Street Lights. Urban Electrical Contractors, Inc is now the lowest most responsible bidder.

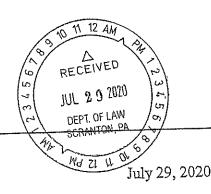
Please prepare the necessary contracts, as soon as possible.

Thank you for your cooperation in this matter.

Cc: Mayor Paige Cognetti
Mr. John Murray, City Controller
Julie Reed, Purchasing Clerk
File

# Department of Business Administration

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





SCRANTON

Mr. Thomas Preambo Department of Public Works 101 W. Poplar Street Scranton, Penna. 18508

Dear Mr. Preambo:

This is to inform you that bids were opened on Wednesday, July 29, 2020 in the Office of the City Controller for MAINTENANCE OF STREET LIGHTS FOR A 24 MONTH PERIOD AS PER SPECIFICATIONS.

Attached please find a copy of the bid submitted by the following companies:

Leber Electrical, Inc.

Joyce Electrical

Urban Electrical Contractors

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

Sincerely,

Julie Reed

Purchasing Clerk

Cc: Mr. John Murray, City Controller

Mr. Carl Deeley, Business Administrator

Mrs. Lori Reed, City Clerk

J Mr. Joseph O'Brien, Acting City Solicitor

File

# Department of Business Administration

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





SCRANTON

July 13, 2020

Mr. Thomas Preambo Department of Public Works 101 W. Poplar Street Scranton Pa, 18508

Dear Mr. Preambo,

This is to inform you that bids will be opened in Council Chambers on Wednesday, July 29, 2020 at 10:00 A.M. for the following:

# MAINTENANCE OF STREET LIGHTS FOR A 24 MONTH PERIOD AS PER SPECIFICATIONS

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

Thank you for your cooperation in this matter.

Purchasing Clerk

Mayor Paige Cognetti CC:

Mr. John Murray, City Controller

Mrs. Lori Reed, City Clerk

Mr. Carl Deeley, Business Administrator

Mr. Joseph O'Brien, Acting City Solicitor√

File

# CITY OF SCRANTON INVITATION TO BIDDERS

Separate sealed proposals will be received by the Office of the City Controller, 340 North Washington Avenue, Scranton, Pa. 18503 until Wednesday, July 29, 2020 at 10:00 am at which time such proposals will be opened in the City Council Chambers and available for public viewing at <a href="https://www.youtube.com/user/electriccitytv570">www.youtube.com/user/electriccitytv570</a> for the following:

# CITY OF SCRANTON MAINTENANCE OF STREETLIGHTS FOR A 24 MONTH PERIOD AS PER SPECIFICATIONS

The contract shall be awarded to the lowest, most responsible bidder; however, the City reserves the right to reject any or all bids or any part of any bid.

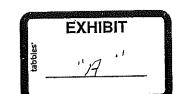
Proposals shall be made upon the official proposal form attached to the specifications which may be obtained at the City Purchasing Department, 340 North Washington Avenue, Scranton, Pa. 18503 and which may be had by bona fide bidders. Copies can be obtained on the City website at <a href="https://www.scrantonpa.gov">www.scrantonpa.gov</a>. If you intend to submit a proposal, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at <a href="https://ireed@scrantonpa.gov">ireed@scrantonpa.gov</a>. If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to questions that may be submitted from other bidders.

Bids will be received and identified by "City of Scranton Maintenance of Street Lights for a 24 Month Period". Due to the closure of City Hall, all proposals shall be submitted electronically to John Murray, City Controller for the City of Scranton via:

https://www.dropbox.com/request/ZSRidNINwouYUvi9lcwf, so as to arrive by the date and time specified above. The City of Scranton will require a PDF document of this proposal. If you have any technical questions, please submit them via email to Thomas Preambo, DPW Director at tpreambo@scrantonpa.gov.

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

Carl Deeley Business Administrator



# Work to Be Performed

The work to be performed shall include scheduled and emergency maintenance items to the City owned street lights on a time and materials basis as directed by the City, in accordance with specifications and the bid hourly rates.

# Work by the City and Additional Awards of Contracts

The Municipality may undertake or award other contracts of additional work. The Contractor shall cooperate fully with such other contractors and Municipal employees and fit his own work to such additional work as may be directed by the Director of Public Works. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or my Municipal employees. Contractor agrees work pursuant to these specifications is at the demand and convenience of the City Contractor.

The Municipality also reserves the right to solicit and award contracts for the purchase of materials to be used by the contractor, when determined to be in the best interest of the Municipality. The Contractor shall be allowed one (1) hour at the lowest Hourly Repair Charge rate for obtaining and transporting the materials from the municipal shop if directed by the City.

### Inspection

The Municipality reserves the right to assign an inspector to the Contractor's operation for the purpose of determining the compliance with the specification and maintaining records, including the time records for service charges. Any work or materials found to be substandard or not in accordance with the provision of this contract, shall be prepared or replaced to the satisfaction of the Municipality at the sole expense of the Contractor. Contractor is solely responsible for notifications and coordination with PPL and compliance with PPL requirements.

### Work Performance

It shall be the contractor's responsibility to insure that he does not damage any material, equipment or structure during his operations. If the contractor damages any materials, equipment and structure, he shall repair or replace it to the satisfaction of and at no expense to the Municipality.

All electrical work shall meet the electrical regulations of all state and local codes, PPL and utility regulations, and otherwise as contained in the latest edition of the Nation Electrical Code of the National Board of Fire Underwriters.

All work shall be performed in a neat and workmanlike manner. All material or equipment replaces, shall be held available for inspection by the Municipality prior to disposal by the Contractor. Work shall be in complete conformance with PPL's regulations, except as modified herein in terms of agreement and scope, and any and all state and federal specifications, regulations and requirements.

# Maintenance and Protection of Traffic

Any necessary maintenance and protection of traffic during operation shall be the responsibility of the Contractor in accordance with the Pennsylvania Department of Transportation Publication 203, Work Zone Traffic Control. The contractor will be allowed to close one (1) lane of traffic, when necessary to provide the service required under the proposal, between the hours of 9:30 am and 3:30pm Monday through Friday, except holidays and as directed by the Director of Public Works.

# Damaged Parts, Materials and Equipment

Surplus or damaged parts, materials, light heads and arms, or other equipment which are salvageable shall be taken by the Contractor to a place designated by the Municipality unless indicated otherwise. Any damaged poles, broken concrete or other such materials that cannot be repaired shall be disposed of by the Contractor.

# **Transportation**

The Contractor shall be responsible for providing transportation. There shall be no additional charge for transportation.

# Test Equipment and Tools

The Contractor shall provide all the necessary test equipment and tools.

# Union Labor

The Contractor is referred to the City's wage and union requirements.

# Description of Work

The Contractor shall designate in writing a telephone number where he may be contacted concerning service. The Contractor shall be on-call twenty four (24) hours seven (7) days a week including holidays, for the purpose of making repairs. Work shall be categorized as emergency or scheduled service.

# Scheduled Service

For emergency service an authorized person (Director of Public Works, Chief of Police, etc.) will notify the Contractor of need for emergency response. The Contractor shall respond and be on site to correct the failure within the response times defined below.

Emergency Service: Shall arise when as described above and when an emergency or dangerous situation exists, in which case the Contractor shall immediately dispatch qualified personnel to eliminate such conditions. When notification is received between 7 am and 6 pm Monday thru Friday the response time shall be no more than one hour.

When notification is received any other time or day the response time shall be no more than one and a half hours.

Scheduled Service: Non-emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.

Scheduled service shall be performed when in coordination with the Director of Public Works, sufficient maintenance or repair activities exist to reduce the number of deployments. Sole discretion regarding the need to mobilize rests with the Director of Public Works.

# Work Includes

- Replace damaged pole (furnish and install)
- Burned out bulbs / fixture
- Ballast
- Relocation of poles
- Removal of poles / rerouting wiring
- Broken wiring
- Control of light types (City)

The Contractor shall restore normal operation in the field within 24 hours. In the event, the Contractor is unable to restore normal operation in the field; substitute equipment shall be supplied at no additional cost to the Municipality until repairs to the existing equipment can be made. The existing equipment shall be repaired and returned to the field in no more than fifteen (15) days.

All repairs and testing of the failed equipment shall be done by the Contractor.

Complete records of the work performed and log-in sheets of the intersection shall be completed.

Contractor warrants as a basis for submitting a bid that he has familiarized himself with the light types owned by the City.

The Contractor shall maintain a database and map of the City's lights, including dates and records of service performed. Contractor shall establish and operate a telephone and website public hotline for reporting outages and needs for service. Contractor shall report such calls and notices thusly received to the Director of Public Works and shall coordinate service schedule for said items.

# <u>Material</u>

The Contractor is ultimately responsible for furnishing material, tools, and equipment necessary for the performance of the work.

### Method of Payment

The method of payment shall be based on a bid hourly rate for a truck and an hourly rate for manpower in accordance with the categories listed below. Compensation shall further be in accordance with any agreement offered by the City.

Payment shall be made at the contract price per unit/hour for the respective item.

In addition there shall be a minimum service charge per call of 1 hour regardless of the actual time spent.

The service charge time shall include only that time spent in repairing or restoring the installation. The Contractor agrees the decision by the Director of Public Works for the actual time spent will be final. No compensation will be paid for break periods or down time.

A detailed description of the work performed and a separate invoice detailing the material shall be submitted to the Municipality. Payment may not be made without above written description.

# **Penalties**

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

### Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

### Basis of Bid:

l. Emergency	and	scheduled service,	Monday	through Friday	o am to	/ pm
Man hour	\$_	/hour				
Truck	\$_	/hour				
2. Emergency	serv	ice, any other time				
Man hour	\$_	/hour				
Truck	\$_	!hour				

# Attachment A. Affirmative Action Certification

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

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

- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract id for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produces.

DATE:	
(Name of Bidder)	
BY	
TITLE	

# Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE:			
AT	 	<u> </u>	
(Name of Bidder)			
BY	****	···	
TILE	 		

# Attachment D. Non-Collusion Affidavit of Prime Bidder

STATE OF		
COUNTY OF		
		_, being
first duly sworn, depo	ses and says that:	
1. He is	(Owner, partner, officer, representative or agent)	<del></del>
of	, the Bidder that has	
submitted the bid;		

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

City of Scranton Request for Proposals Maintenance of Street Lights

Non-Collusion Affidavi Signature Page	t		
		Signed	
(TITLE)			
subscribed And	SWORN TO BEFORE ME		
	DAY OF	 	
(T.	ITLE)		
	EXPIRES	 	

# Attachment E. Disclosures by Current Contractors

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

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

# VERIFICATION

Ι,	, hereby state that I am
fot	and am authorized to make this verification.
providing professional ser	ts set forth in the foregoing Act 44 Disclosure Form for entities ices to the City of Scranton are true and correct to the best of my ad belief. I understand that false statements herein are made subject to tion 4904 relating to unsworn falsification to authorities.
Signed:	Date:



# City of Scranton Maintenance of Street Lights For a 24 Month Period



The Power To Move.

# Work to Be Performed

The work to be performed shall include scheduled and emergency maintenance items to the City owned street lights on a time and materials basis as directed by the City, in accordance with specifications and the bid hourly rates.

# Work by the City and Additional Awards of Contracts

The Municipality may undertake or award other contracts of additional work. The Contractor shall cooperate fully with such other contractors and Municipal employees and fit his own work to such additional work as may be directed by the Director of Public Works. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or my Municipal employees. Contractor agrees work pursuant to these specifications is at the demand and convenience of the City Contractor.

The Municipality also reserves the right to solicit and award contracts for the purchase of materials to be used by the contractor, when determined to be in the best interest of the Municipality. The Contractor shall be allowed one (1) hour at the lowest Hourly Repair Charge rate for obtaining and transporting the materials from the municipal shop if directed by the City.

# Inspection

The Municipality reserves the right to assign an inspector to the Contractor's operation for the purpose of determining the compliance with the specification and maintaining records, including the time records for service charges. Any work or materials found to be substandard or not in accordance with the provision of this contract, shall be prepared or replaced to the satisfaction of the Municipality at the sole expense of the Contractor. Contractor is solely responsible for notifications and coordination with PPL and compliance with PPL requirements.

# Work Performance

It shall be the contractor's responsibility to insure that he does not damage any material, equipment or structure during his operations. If the contractor damages any materials, equipment and structure, he shall repair or replace it to the satisfaction of and at no expense to the Municipality.

All electrical work shall meet the electrical regulations of all state and local codes, PPL and utility regulations, and otherwise as contained in the latest edition of the Nation Electrical Code of the National Board of Fire Underwriters.

All work shall be performed in a neat and workmanlike manner. All material or equipment replaces, shall be held available for inspection by the Municipality prior to disposal by the Contractor. Work shall be in complete conformance with PPL's regulations, except as modified herein in terms of agreement and scope, and any and all state and federal specifications, regulations and requirements.

# Maintenance and Protection of Traffic

Any necessary maintenance and protection of traffic during operation shall be the responsibility of the Contractor in accordance with the Pennsylvania Department of Transportation Publication 203, Work Zone Traffic Control. The contractor will be allowed to close one (1) lane of traffic, when necessary to provide the service required under the proposal, between the hours of 9:30 am and 3:30pm Monday through Friday, except holidays and as directed by the Director of Public Works.

# Damaged Parts, Materials and Equipment

Surplus or damaged parts, materials, light heads and arms, or other equipment which are salvageable shall be taken by the Contractor to a place designated by the Municipality unless indicated otherwise. Any damaged poles, broken concrete or other such materials that cannot be repaired shall be disposed of by the Contractor.

# Transportation

The Contractor shall be responsible for providing transportation. There shall be no additional charge for transportation.

# Test Equipment 33 and Tools

The Contractor shall provide all the necessary test equipment and tools.

# Union Labor

The Contractor is referred to the City's wage and union requirements.

# Description of Work

The Contractor shall designate in writing a telephone number where he may be contacted concerning service. The Contractor shall be on-call twenty four (24) hours seven (7) days a week including holidays, for the purpose of making repairs. Work shall be categorized as emergency or scheduled service.

# Scheduled Service

For emergency service an authorized person (Director of Public Works, Chief of Police, etc.) will notify the Contractor of need for emergency response. The Contractor shall respond and be on site to correct the failure within the response times defined below.

Emergency Service: Shall arise when as described above and when an emergency or dangerous situation exists, in which case the Contractor shall immediately dispatch qualified personnel to eliminate such conditions. When notification is received between 7 am and 6 pm Monday thru Friday the response time shall be no more than one hour.

When notification is received any other time or day the response time shall be no more than one and a half hours.

Scheduled Service: Non-emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.

Scheduled service shall be performed when in coordination with the Director of Public Works, sufficient maintenance or repair activities exist to reduce the number of deployments. Sole discretion regarding the need to mobilize rests with the Director of Public Works.

# Work Includes

- Replace damaged pole (furnish and install)
- Burned out bulbs / fixture
- Ballast
- Relocation of poles
- Removal of poles / rerouting wiring
- Broken wiring
- Control of light types (City)

The Contractor shall restore normal operation in the field within twelve (12) hours. In the event, the Contractor is unable to restore normal operation in the field; substitute equipment shall be supplied at no additional cost to the Municipality until repairs to the existing equipment can be made. The existing equipment shall be repaired and returned to the field in no more than seven (7) days.

All repairs and testing of the failed equipment shall be done by the Contractor.

Complete records of the work performed and log-in sheets of the intersection shall be completed.

Contractor warrants as a basis for submitting a bid that he has familiarized himself with the light types owned by the City.

The Contractor shall maintain a database and map of the City's lights, including dates and records of service performed. Contractor shall establish and operate a telephone and website public hotline for reporting outages and needs for service. Contractor shall report such calls and notices thusly received to the Director of Public Works and shall coordinate service schedule for said items.

### Material

The Contractor is ultimately responsible for furnishing material, tools, and equipment necessary for the performance of the work.

# Method of Payment

The method of payment shall be based on a bid hourly rate for a truck and an hourly rate for manpower in accordance with the categories listed below. Compensation shall further be in accordance with any agreement offered by the City.

Payment shall be made at the contract price per unit/hour for the respective item. In addition there shall be a minimum service charge per call of 1 hour regardless of the actual time spent.

The service charge time shall include only that time spent in repairing or restoring the installation. The Contractor agrees the decision by the Director of Public Works for the actual time spent will be final. No compensation will be paid for break periods or down time.

A detailed description of the work performed and a separate invoice detailing the material shall be submitted to the Municipality. Payment may not be made without above written description.

# Penalties

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

# Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

# Basis of Bid:

Truck

1. Emergency and scheduled service, Monday through Friday 6 am to 7 pm

/hour

 Man hour
 \$ 73.80 /hour

 Truck
 \$ 18.00 /hour

 2. Emergency service, any other time

 Man hour
 \$ 128.75 /hour

18.00

# Attachment A. Affirmative Action Certification

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

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

- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract id for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produces.

DATE:	_
URBAN ELECCTRICAL CONTRACTORS INC	_
(Name of Biddet)	
BY Vatrice. Wekkeller	_
DI TRAJUSTA	
TITLE PRESIDENT	

# Attachment B. Certificate of Non-Segregated Facilities

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

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

DATE: 7/29/2020
URBAN ELECTRICAL CONTRACTORS INC
(Name of Bidder)
BY Father Millagles
TITLE PRESIDENT

# Attachment D. Non-Collusion Affidavit of Prime Biddet

STATE OF	PENNSYLVANIA	
COUNTY OF	LACKAWANNA	·
First duly sworn, depos	RICIA DENAPLES ses and says that:	, being
	PRESIDENT (Owner, partner, officer, represe	ntative of agent)
ofURBANELEC	CTRICAL CONTRACTORS INC	the Bidder that has

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

Non-Collusion Affidavit Signature Page	
Latine Dekaples	Signed
PRESIDENT	
(TITLE)	
SUBSCRIBED AND SWORN TO BEFORE ME	
THIS 29TH DAY OF JULY DAY OF	
Jania Yleary	
Mitary (TITLE)	
MY COMMISION EXPIRES 20	

Commonwealth of Pennsylvania - Notary Seal
Edwina M. Neary, Notary Public
Lackewanna County
My commission expires April 7, 2023
Commission number 1119425
Member, Pennsylvania Association of Notaries

# Attachment E. Disclosures by Current Contractors

- Provide the names and titles of all individuals providing professional services to the City of
  including advisors and subcontractors, if any. After each name, please provide the
  responsibilities of that person with regard to the professional services provided to the City of
  Scranton. SEE ATTACHED LIST
  - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position; N/A
  - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration. N/A
- Since January 1, 2011, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment. NO
- 3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
- 4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made. NO
- Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
- 6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship. NO
- 7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred. NO

- 8. Did the Contractor make political contributions the meet all of the following four criteria: (1)
  The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution. NO
- 9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist. NO
- 10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sing the verification statement below. PATRICIA DENAPLES

# VERIFICATION

I, PATRICIA DENAPLES , hereby state that I atn PRESIDENT
for urban electrical contractors inc., and am authorized to make this verification.
I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.
Signed: Yatron Del Maple Date: 7/29/2020



# KEY COMPANY INDIVIDUALS

Patricia DeNaples	President	17 Years
Christian Evans	Vice President	29 Years
Charles Leahey	General Foreman	35 Years
Jeff Parisi	Sr. Project Manager	33 Years
John Bryla	Senior Estimator	33 Years
Jack McHale	Superintendent	30 years
Susan Merlino	Project Administration	20 Years
Edwina Neary	Controller	30 Years
Eugene DeNaples	VP / Purchasing	19 Years

The Power To Move.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/22/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(tes) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the	e certificate holder in lieu of such	endorsement(s).		
PRODUCER		NAME: Stephanie Agoino	FAX (570) 655-4668	
Joseph J. Joyce Associates, In		I IA/C, No. Exti:	FAX (AIC, No): (570) 655-4668	
9 North Main Street		E-MAIL ADDRESS; sagolino@loyceinsurance.com	T NILLS A	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
Pittston	PA 18640-0506	INSURERA: Penn National insurance		
INSURED		INSURER B: Lackawanna Casualty Co.		
Urban Electrical Contractors Inc.		INSURER C: Charter Oak Fire	25615	
801 William Street		INSURER D:		
		INSURER E:		
Dunmore	PA 18510	INSURER F:		
CEPTI	FICATE NUMBER: CL20417305			
OUVERNOUS THE INSTITUTE OF THE POLICY PERIOD				
THIS IS TO CERTIFY THAT THE POLICIES OF IN	SUKANCE 2131 ED BELOW HAVE DELI FMENT, TERM OR CONDITION OF ANY	CONTRACT OR OTHER DOCUMENT WITH RESPECT TO	OWHICH THIS	

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF (MM/DD/YYYY) ADDLISUBA POLICY NUMBER TYPE OF INSURANCE 1,000,000 EACH OCCURRENCE DAMAGE 10 RENTEU PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY 100,000 CLAMS-MADE X OCCUR 10,000 MED EXP (Any one person) 1,000,000 04/24/2020 04/24/2021 PERSONAL & ADV INJURY CX90682481 \$ 2,000,000 Α GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER; s 2,000,000 PRODUCTS - COMPIOP AGG POLICY X IRR Employment Practices s 100,000 COMENED SNOLE LIMIT (Ea accident) OTHER: s 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO BODILY INJURY (Per accident) 04/24/2020 04/24/2021 SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY AX90682481 A PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY s 1,000,000 Uninsured motorist Bl-19 5,000,000 EACH OCCURRENCE UMBRELLA LIAB **OCCUR** 5,000,000 04/24/2020 04/24/2021 AGGREGATE UL906824B1 EXCESS LIAB CLAIMS-MADE DED RETENTION \$ 0
WORKERS COMPENSATION
AND EMPLOYERS LIABILITY ✓ STATUTE s 1,000,000 EL EACH ACCIDENT AND EMPLOYERS CHARLET SECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) it yes, describe under DESCRIPTION OF OPERATIONS below 09/29/2019 09/29/2020 s 1,000,000 WC091022013 Pennsylvania В EL. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 E.L Accident Limit New Jersery Workers Compensation 09/15/2020 Disease Policy Limit \$1,000,000 09/15/2019 UB5J050222 Disease Each Employee \$1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION
City of Scranton		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
340 N. Washington Ave.		AUTHORIZED REPRESENTATIVE
Scranton	PA 18503	Sinagein
-		@ 1988-2015 ACORD CORPORATION. All rights reserved.

@ 1988-2015 ACORD CORPORATION. All rights reserved.



To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 August 24, 2020

RECEIVED

AUG 2 6 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH URBAN ELECTRICAL CONTRACTORS, INC. TO PERFORM MAINTENANCE OF STREET LIGHTS FOR A TWENTY-FOUR (24) MONTH PERIOD.

Very truly yours,

Joseph O Brien (8)
Joseph A. O'Brien, Esquire

Acting City Solicitor

JAO/sl

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

2020

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH A&M ELECTRICAL CONSTRUCTION INC. TO PROVIDE MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON FOR A TWO YEAR PERIOD.

WHEREAS, a request for Proposals was advertised for Maintenance of Traffic Signalization for the City of Scranton only one (1) conforming proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to A&M Electrical Construction Inc. as they were the lowest most responsible bidder with the proper certification.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with A&M Electrical Construction Inc. to provide Maintenance of Traffic Signalization for the City of Scranton for a two (2) year period.

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

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

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

# CONTRACT

This contract entered into this day of	2020 effective from
date of execution for a two (2) year period by and between the City of Screen	anton, 340 North
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" a	nd

A&M ELECTRICAL CONSTRUCTION, INC. 185 WASHINGTON AVENUE WEST WYOMING, PA 18644 PHONE NO. (570) 237-5137

hereinafter called "Contractor".

### WITNESSETH:

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

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

# ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing maintenance of traffic signalization for the City of Scranton. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

# MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON FOR A TWO (2) YEAR PERIOD PER THE ATTACHED BID PROPOSAL AND SPECIFICAITONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by A&M Electrical Construction Inc. dated August 12, 2020 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

# ARTICLE II - GENERAL

- (1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.
  - (2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

### ARTICLE III - FEES

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

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

### ARTICLE IV - INDEMNIFICATION

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

### ARTICLE V - INSURANCE

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

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

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:
  - (a) Name of insurance company, policy number, and expiration data;
  - (b) The coverage required and the limits on each, including the amount of

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

# ARTICLE VI: TERMINATION OF CONTRACT

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

### ARTICLE VII: DEFAULT

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

### ARTICLE VIII: JURISDICTION

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

### ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:	
	BY:
CITY CLERK	MAYOR
DATE:	DATE:
COUNTERSIGNED:	
CITY CONTROLLER	DIRECTOR DEPARTMENT OF PUBLIC WORKS
DATE:	DATE:
APPROVED AS TO FORM:	
CITY SOLICITOR	
DATE:	·
	A&M ELECTRICAL CONSTRUCTION INC.
	BY:
	TITLE:
	DATE:



# DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

A RECEIVED

AUG 1 9 2023

DEPT, OF LAW

SCRANTON, PA

Date:

August 13, 2020

Subject:

City of Scranton

Maintenance of Traffic Signalization

To:

Joseph O'Brien, Esquire

Acting City Solicitor

From:

Tom Preambo

Director Public Works

This is to inform you that we intend to award a contract to A & M Electrical. This contract is for Maintenance of Traffic Signalization. A & M Electrical was the lowest, most responsible bidder.

Please prepare the necessary contracts, as soon as possible.

Thank you for your cooperation in this matter.

Cc: Mayor Paige Cognetti

Mr. John Murray, City Controller

Ms. Julie Reed, Purchasing Clerk

# Department of Business Administration

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



SCRANTON

July 24, 2020

Mr. Thomas Preambo Department of Public Works 101 W. Poplar Street Scranton Pa, 18508

Dear Mr. Preambo,



This is to inform you that bids will be opened in Council Chambers on Wednesday, August 12, 2020 at 10:00 A.M. for the following:

# MAINTENANCE OF TRAFFIC SIGNALIZATION FOR A 24 MONTH PERIOD AS PER SPECIFICATIONS

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

Thank you for your cooperation in this matter.

Julie Reed,

Purchasing Clerk

CC: Mayor Paige Cognetti

Mr. John Murray, City Controller

Mrs. Lori Reed, City Clerk

Mr. Carl Deeley, Business Administrator

⁴ Mr. Joseph O'Brien, Acting City Solicitor

File

# Department of Business Administration

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





SCRANTON

August 12, 2020

Mr. Thomas Preambo, Director Department of Public Works 101 W. Poplar Street Scranton, Penna. 18508

Dear Mr. Preambo:

This is to inform you that bids were opened on Wednesday, August 12, 2020 in the Office of the City Controller for the Maintenance of Traffic Signalization for a Two Year Period. Attached is a copy of the bid submitted by the following company:

#### A&M Electrical

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

Thank you for your cooperation in this matter.

Julie Reed,

Purchasing Clerk

#### Attachments

Cc: Mr. John Murray, City Controller
Mrs. Lori Reed, City Clerk
Attn. Joseph O'Brien, Acting City Solicitor
File

# CITY OF SCRANTON INVITATION TO BIDDERS

Separate sealed proposals will be received by the Office of the City Controller, 340 North Washington Avenue, Scranton, Pa. 18503 until Wednesday, August 12, 2020 at 10:00 a.m.at which time such proposals will be opened in the City Council Chambers and available for public viewing at <a href="https://www.youtube.com/user/electriccitytv570">www.youtube.com/user/electriccitytv570</a> for the following:

# MAINTENANCE OF TRAFFIC SIGNALIZATION FOR A TWO YEAR PERIOD AS PER SPECIFICATIONS

Proposals shall be made upon the official proposal from the attached to the specifications which may be obtained at the City of Scranton Purchasing Department, 340 North Washington Avenue, Scranton, Pa. 18503 and which may be had by bona fide bidders. Copies can be obtained on the City website at <a href="www.scrantonpa.gov">www.scrantonpa.gov</a>. If you intend to submit a proposal, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at <a href="mailto:ireed@scrantonpa.gov">ireed@scrantonpa.gov</a>. If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

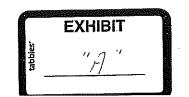
Bids will be received and identified by "City of Scranton Maintenance of Traffic Signalization for a Two Year Period." Due to the closure of City Hall, all proposals will be submitted electronically to <u>John Murray</u>, <u>City Controller for the City of Scranton</u> via: <a href="https://www.dropbox.com/request/9V0u4yd7UYc7AcC9qQcp">https://www.dropbox.com/request/9V0u4yd7UYc7AcC9qQcp</a> so as to arrive by the date and the time specified above. The City of Scranton will require a PDF document of this proposal. If you have any technical questions, please submit them via email to <u>Thomas Preambo</u>, <u>DPW</u> <u>Director</u> at: <a href="mailto:tpreambo@scrantonpa.gov">tpreambo@scrantonpa.gov</a>.

The contract will be awarded to the lowest, most responsible bidder; however, the City reserves the right to reject any or all bids or any part of any bid.

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

Carl Deeley

Business Administrator



#### Work To Be Preformed

The work to be performed shall include scheduled and emergency maintenance items to the City owned traffic control devices on a time basis as directed by the City, in accordance with specifications and the bid hourly rates, for a two (2) year period.

# Work by the City and Additional Awards of Contracts

The Municipality may undertake or award other contracts of additional work. The Contractor shall cooperate fully with such other contractors and Municipal employees and fit his own work to such additional work as may be directed by the Director of Public Works. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or my Municipal employees. Contractor agrees work pursuant to these specifications is at the demand and convenience of the City.

The Municipality also reserves the right to solicit and award contracts for the purchase of materials to be used by the contractor, when determined to be in the best interest of the Municipality. The Contractor shall be allowed one (1) hour at the lowest Hourly Repair Charge rate for obtaining and transporting the materials from the municipal shop if directed by the City.

#### Inspection

The Municipality reserves the right to assign an inspector to the Contractor's operation for the purpose of determining the compliance with the specification and maintaining records, including the time records for service charges. Any work or materials found to be substandard or not in accordance with the provision of this contract, shall be prepared or replaced to the satisfaction of the Municipality at the sole expense of the Contractor.

#### Work Performance

It shall be the contractor's responsibility to insure that he does not damage any material, equipment or structure during his operations. If the contractor damages any materials, equipment and structure, he shall repair or replace it to the satisfaction of and at no expense to the Municipality.

All electrical work shall meet the electrical regulations of all state and local codes and otherwise as contained in the latest edition of the Nation Electrical Code of the National Board of Fire Underwriters.

Any persons performing installation, repair, and maintenance of all electrical work must be IMSA Traffic Signal Technician Level II certified. Proof of a current IMSA Level II Certificate must be submitted with the bid proposal in order for the same to be considered.

All work shall be performed in a neat and workmanlike manner. All equipment, material or equipment replacements shall be held available for inspection by the Municipality prior to disposal by the Contractor.

Work shall be in complete conformance with Penn Dot's Publication 191, except as modified herein in terms of agreement and scope, and any and all state and federal specifications, regulations and requirements.

#### Maintenance and Protection of Traffic

The maintenance and protection of traffic during the maintenance operation shall be the responsibility of the Contractor in accordance with the Pennsylvania Department of Transportation Publication 203, Work Zone Traffic Control. The contractor will be allowed to close one (1) lane of traffic, when necessary to provide the service required under the proposal, between the hours of 9:30 am and 3:30 pm Monday through Friday, except holidays and as directed by the Director of Public Works.

## Damaged Parts, Materials and Equipment

Surplus or damaged parts, materials or other equipment which are salvageable shall be taken by the Contractor to a place designated by the Municipality unless indicated otherwise. Any damaged poles, broken concrete or other such materials that cannot be repaired shall be disposed of by the Contractor.

#### <u>Transportation</u>

The Contractor shall be responsible for providing transportation. There shall be no additional charge for transportation.

## Test Equipment and Tools

The Contractor shall provide all the necessary test equipment and tools.

#### <u>Union Labor</u>

The Contractor is referred to the City's wage and union requirements.

#### Description of Work

The Contractor shall designate in writing an emergency telephone number where he may be contacted concerning response on-call service. The Contractor shall be on-call **twenty four (24)** hours seven (7) days a week including holidays, for the purpose of making repairs. Contractor may also designate a contract number for scheduled work in category 4 below. When a system or installation is not in operation or illuminated due to equipment failure or external damage, and authorized person (Director of Public Works, Chief of Police, etc.) will notify the Contractor of such failure. The Contractor shall respond and be on site to correct the failure within the response times defined below.

The response time for the Contractor is classified into the following categories:

- Category 1. When notification is received between 7 am and 6 pm Monday thru Friday. The response time shall be no more than one hour.
- <u>Category 2.</u> When notification is received any other time or day. The response time shall be no more than one and a half hours.
- Category 3. When an emergency or dangerous situation exists, in which case the Contractor s hall immediately dispatch qualified personnel to eliminate such conditions.
- Category 4. Non emergency maintenance and repairs shall be scheduled by the Contractor at the convenience of Public Works.
- Category 5. Emergency pole replacement with new control box and transfer of service

The Contractor shall restore noting operation in the filed within 24 hours. In the event, the Contractor is unable to restore normal operation in the field; substitute equipment shall be supplied at no additional cost to the Municipality until repairs to the existing equipment can be made. The existing equipment shall be repaired and returned to the field in no more than fifteen (15) days.

All repairs and testing of the failed equipment shall be done by the Contractor.

Complete record of the work performed and log-in sheet of the intersection shall be completed.

#### <u>Material</u>

The Contractor is ultimately responsible for furnishing material, tools, and equipment necessary for the performance of the work.

## Method of Payment

The method of payment shall be based on a bid hourly rate for a truck and an hourly rate for manpower in accordance with the categories listed below. Compensation shall further be in accordance with any agreement offered by the City.

Payment shall be made at the contract price per unit/hour for the respective item.

In addition there shall be a minimum service charge per call of 1 hour regardless of the actual time spent.

The service charge time shall include only that time spent in repairing or restoring the installation. The Contractor agrees the decision by the Director of Public Works for the actual time spent will be final No compensation will be paid for break periods or down time.

A detailed description of the work performed and a separate invoice detailing the material shall be submitted to the Municipality. Payment may not be made without above written description.

#### Penalties |

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

#### Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

The teams of this contract shall not exceed one (1) year.

Ro	oic	of Bid	
Dа	SIS	OT DIG	

Basis of Bid:		
1. Emergency and scheduled service, Monday th	rough Friday 7 am to 6 pm	(Category 1&4)
	Man hour Truck	/hour /hour
2. Emergency service, any other time (Category	2&3)	
	Man hour Truck	/hour /hour
3. Emergency service, any other time (Category	7 5)	
	Man hour Truck	/hour /hour
4. Include mark-up cost for materials and suppl	lies	
		Percent

#### AFFIRMATIVE ACTION CERTIFICATION

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

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

#### AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE:		
	***************************************	(Name of Bidder)
	BY _	
•	TITLE	

#### CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE	
	(Name of Bidder)
	Ву
	Title

#### NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF	·
COUNTY OF _	· · · · · · · · · · · · · · · · · · ·
	, being first duly sworn, deposes
and says that:	
1) He is	
	(Owner, partner, officer, representative or agent)
of	, the Bidder that has submitted the bid;
-	ly informed respecting the preparation and contents of the attached tinent circumstances respecting such Bid;
THE THE OTHER POS	mionic on outnominous rospositiff paou D142

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

# NON-COLLUSION AFFIDAVIT SIGNATURE PAGE

	SIGNED		The state of the s
		(TITLE)	
	ND SWORN TO BEFORE N		,20
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#### Attachment E. Disclosures by Current Contractors

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

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

#### VERIFICATION

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

#### <u>Penalties</u>

If the Contractor response time exceeds the time as outlined in the previous section, a penalty of \$ 100 per each additional hour will be charged. If the Contractor response time exceeds by 8 hours of the agreed upon limit, another Contractor will be notified to repair the failed intersection at the expense of the original contractor. The Municipality shall deduct this amount from the Contractor's latest invoice.

#### Agreements

Contractor agrees to execute any agreement offered by the City conforming to City's requirements.

The learns of this contract shall not exceed one (1) year.

Basis of Bid:		
1. Emergency and scheduled service, Monday thro	ugh Friday 7 am t	o 6 pm (Category 1&4)
	Man hour Truck	<i>ji 96</i> /hour <i>ji -35</i> /hour
2. Emergency service, any other time (Category 2&	<b>と</b> 3)	
	Man hour Truck	#/35 /hour #35 /hour
3. Emergency service, any other time (Category 5)		
	Man hour Truck	# 144 /hour # 75 /hour
4. Include mark-up cost for materials and supplies		
		<i>20%</i> _Percent



#### AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.
- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 7-/2- 2020		_	
		AYM El	Ectraical Construction
		(Name of	Bidder)
В	Υ.	Oulma	Kuhanalit
TIT	TLE	PRESIC	SeaT_

#### CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE_8-12-2020	
	Atri Eleatrical Contraction (Name of Bidder)
	(Mairie of Dluder)
	By Arlene Kuhanchik
	Title ARESidenT

#### NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF <u>R</u>	į	<u>.</u>
ARIENE K and says that:	Uhaschill	, being first duly sworn, deposes
1 <u>)</u> 5He is	Representative (Owner, partner, officer, represen	otative or agent)
of AAM ELe	etrical Construction, the	e Bidder that has submitted the bid;
2) He is fu	lly informed respecting the prepara	tion and contents of the attached

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

Bid and of all pertinent circumstances respecting such Bid;

- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

## NON-COLLUSION AFFIDAVIT SIGNATURE PAGE

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SUBSCRIBED AN	D SWORN TC	BEFOR	E ME	•		
THIS 12th	DA	Y OF	Augu	sł		,20 <u>20</u>
	TH OF PENNSYL TARIAL SEAL ROETT, Notary Pub My Lyzerne Coun. Expires January 16,		V			
MY COMA/LESIO	N EXPIRES	Janua	1ry_	10		,20 21
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# CERTIFIED INE

IMSA Certifications

Roadway Ulphing Lavel II - Insiral (SS\_11999) - 7713/10 Tradio Signal III (Freich) - Intital (DE\_11939) - 7727/09 Renowel Roadway Lichting ( - Intital (RR\_11989) - 719/09

597 Haverly Court, Solle 100, Nockledge, Pt. 12855 800-723-IMSA membership@IMSAsafety.org Faxt 321-806-1400 www.iMSAsafety.org

Michael Kuharchik

IMSA ID#: 11989

Joined: 1/1/2007

Section: New Jersey

Expires: 12/31/2020.

Type: Contractor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE (ALC, NS, EXI): (570)696-0700 E-MAIL FAX (570)696-0701 CORBETT INSURANCE (SHAVERTOWN) PO BOX A ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Erie Insurance Group Shavertown, PA 18708 INSURED INSURER B: A & M Electrical Construction Inc INSURER C: 185 Washington Ave NSURER D West Wyoming, PA 18644-1340 INSURER E INSURER F REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER 3/22/20 2000000 COMMERCIAL GENERAL LIABILITY 3/22/21 2 Χ Q272220924 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 2000000 CLAIMS-MADE X OCCUR 5000 MED EXP (Any one person) 2000000 PERSONAL & ADV INJURY s 2000000 GENERAL AGGREGATE 3 GEN'L AGGREGATE LIMIT APPLIES PER: 2000000 PRODUCTS - COMPION AGG POLICY \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ 3/22/20 3/22/21 AUTOMOBILE LIABILITY l0032230567 Α BODILY INJURY (Per person) 5 1000000 ОТИА ҮИА OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED 1000000 BODILY (HJURY (Per accident) 5 PROPERTY DAMAGE (Per accident) 1000000 AUTOS ONLY s UMBRELLA LIAB EACH OCCURRENCE \$ OCCUR AGGREGATE î **EXCESS CIAB** CLAIMS-MADE ŝ DED RETENTIONS 10/29/20 X STATUTE 10/29/19 Q942900590 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 100000 ANYPROPRIETOR/PARTMER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 100000 E.L. DISEASE - PA EMPLOYEE 500000 II yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schodule, may be attached it more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN City Of Scranton ACCORDANCE WITH THE POLICY PROVISIONS. 340 N Washington Ave. Scranton, PA 18503 AUTHORIZED REPRESENTATIVE Contran Egenerateda

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ACORD 25 (2016/03)

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# ERIE INSURANCE COMPANY BID BOND

Know All-Alen by Whese Presents,	Bond No AA8846
That we, A & M ELECTRICAL CONSTRUCTION INC (hereinafter called the Principal) as Principal and the ERIE I corporation duly organized under the laws of the State	INSURANCE COMPANY, of Erie, Pennsylvania, a
as Surety, are held and firmly bound unto, CITY, OF SCRAN	ITON
hereinafter called the Obligee in th	e full and just sum of .TEN THOUSAND
good and lawful money of the United States of America and truly to be made, the sald Principal and Surety bind the administrators, successors and assigns, jointly and severall	a, to the payments of which sum of money well emselves, their and each of their heirs, executors,
Signed, sealed and dated this	day of August , A.D. 2020.
THE CONDITION OF THIS OBLIGATION IS SUCH: Th	nat, if the Obligee shall make any award within 60
days to the Principal for . Traffic Slgnal Maintenance	
	·····
according to the terms of the proposal or bid made by duly make and enter into a contract with the Obligee or bid and award and shall give bond for the faithful p approved by the Obligee; or if the Principal shall, in case which the Obligee may suffer by reason of such failure this obligation shall be null and void; otherwise it shall be as	in accordance with the terms of said proposal erformance thereof with the Surety or Sureties of failure so to do, pay the Obligee the damages a, not exceeding the penalty of this bond, then
In Testimony Whereof, the Principal and Surety have caus	sed these presents to be duly signed and sealed.
Witness In hay hay Churchel	Principal. A & M Electrical Construction Inc  By:
Witness: M. Hua Rychwalth Cynthia Rychwalski	By: Kully I. Mill.  Kasey E. Corbett  Altorney-in-Fact



# LIMITED POWER OF ATTORNEY

Insurance e	
KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint	
Brian T. Corbett, Maureen A. O'Boyle, Karen L. Stecco and Kasey E. Corbett	
individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,  each in a penalty not to exceed the sum of two million dollars (\$2,000,000.00).	
And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and scaled and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.	
The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed:	
"RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him or her.	
RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate scal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."	
This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolution has not been amended or repealed:	
"RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company."	
IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of October, 2016.  Timothy G. NeCastro Chief Executive Officer  COMMONWEALTH OF PENNSYLVANIA SS.	
COMMONWEALTH OF PENNSYLVANIA SS. SS.	
On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say; that he is Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.	
CERTIFICATE	
I. Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy. is still in full force and effect as of the date below.	
In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company.    1972	

this 12th day of August 2020 SF57 9/16



August 26, 2020

To the Honorable Council Of the City of Scranton Municipal Building Scranton, PA 18503 RECEIVED
AUG 2 6 2020

OFFICE OF CITY COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT A&M ELECTRICAL CONSTRUCTION INC. TO PROVIDE MAINTENANCE OF TRAFFIC SIGNALIZATION FOR THE CITY OF SCRANTON FOR A TWO YEAR PERIOD.

Very truly yours,

Joseph A. O'Brien, Esquire

Joseph O'Brien (8)

Acting City Solicitor