

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**October 20, 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 THOMAS J. MCLANE & ASSOCIATES, INC. DATED OCTOBER 13, 2020 REGARDING PARKS ASSESSMENT UPDATE.  
  
[Correspondence received from Thomas J. Mclane & Associates, Inc. 10-13-2020 Parks Assessment Update.pdf](#)
  - 3.B CORRECTION TO ATTACHMENT OF ITEM 3.A. ON THE SEPTEMBER 8, 2020 AGENDA REGARDING EMERGENCY DECLARATION RELATED TO THE AUGUST 23, 2020 CYBER-ATTACK.  
  
[Emergency Declaration by Mayor Cignetti 8-23-2020 Cyber Attack.pdf](#)
  - 3.C LACKAWANNA COUNTY FRESH START DIVERSIONARY DRUG TREATMENT PROGRAM MATERIALS RECEIVED OCTOBER 13, 2020.  
  
[Lackawanna County Fresh Start Diversionary Drug Treatment 10-13-2020.pdf](#)
  - 3.D CONTROLLER'S REPORT FOR MONTH ENDING SEPTEMBER 30, 2020.  
  
[Controller's Report 09-30-2020.pdf](#)

- 3.E CORRESPONDENCE RECEIVED FROM OECD EXECUTIVE DIRECTOR DATED OCTOBER 15, 2020 REGARDING OPEN APPLICATION PERIOD FOR CDBG/HOME/ESG 2021 FUNDING CYCLE.

[Correspondence received from OECD Executive Director dated 10-15-2020.pdf](#)

- 3.F CORRESPONDENCE RECEIVED FROM KOHANSKI COMPANY, PC DATED OCTOBER 16, 2020 REGARDING CITY OF SCRANTON AUDIT UPDATE.

[Correspondence received from Kohanski Company PC dated October 16, 2020.pdf](#)

#### 4. CITIZENS PARTICIPATION

#### 5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES

##### 5.A MOTIONS.

- 5.B CEREMONIOUSLY DEDICATING A PORTION OF COBB AVENUE ADJACENT TO THE ENGINE 10 FIRE STATION LOCATED ON EAST MOUNTAIN ROAD IN HONOR OF CHARLES J. TANSITS, JR.

[Resolution-2020 Dedicating Cobb Avenue in Honor of Charles J. Tansits, Jr..pdf](#)

- 5.C ACCEPTING TWO HUNDRED AND FIFTY (\$250.00) DOLLAR DONATION FROM RICCARDO'S MARKET, INC. PRESENTED TO THE CITY OF SCRANTON POLICE K-9 UNIT.

[Resolution-2020 Donation of \\$250.00 from Riccardo's Market to Scranton Police K-9 Unit.pdf](#)

- 5.D RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON TO PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FOR A MULTIMODAL TRANSPORTATION FUND GRANT IN THE AMOUNT OF \$306,000.00 TO BE UTILIZED TO IMPLEMENT PHASE II OF THE STREET SIGN PROJECT FOR THE PURCHASE AND INSTALLATION OF 2,036 STREET SIGNS.

[Resolution-2020 Multimodal Transportation fund grant of \\$306,000.00 for Purchase and Installation of 2,036 street signs.pdf](#)

## 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 31, 2020 - AN ORDINANCE - AUTHORIZING THE CITY OF SCRANTON TO APPROVE THE DESIGNATION OF THE 300 BLOCK OF CENTER STREET AS A ONE-WAY STREET FROM PENN AVENUE TOWARDS WYOMING AVENUE WITH THE SCRANTON POLICE DEPARTMENT TO ENFORCE THE DESIGNATIONS AS REFLECTED IN THE ATTACHED DRAWING, C-4 CENTER STREET PARKING.

[Ordinance-2020 Designating 300 block Center Street One-Way.pdf](#)

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - FILE OF THE COUNCIL NO. 30, 2020 - AUTHORIZING TWO (2) R5-1 DO NOT ENTER SIGNS (30X30) TO BE INSTALLED AT THE INTERSECTION OF DEPOT STREET/SHAWNEE AVENUE AND R6-1L HORIZONTAL LEFT ONE-WAY SIGNS TO BE INSTALLED AT THE INTERSECTIONS OF RIVERSIDE DRIVE/CANTON PLACE AND RIVERSIDE DRIVE/DEPOT STREET.

[Ordinance-2020 Do Not Enter Signs Depot Shawnee One Way Signs Riverside Canton Depot.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 80, 2020 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A ROAD MAINTENANCE AGREEMENT BETWEEN THE CITY OF SCRANTON AND LACKAWANNA COUNTY FOR THE PAVING, REPAIR, SNOWPLOWING, SIGNAGE AND ANY OTHER MAINTENANCE DUTIES, AS NEEDED ONCE THE 300 BLOCK OF CENTER STREET HAS BEEN DESIGNATED ONE-WAY.

[Resolution-2020 Road Maintenance Agreement 300 block Center Street.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 81, 2020 - APPOINTMENT OF MATTHEW MEYER, PH.D., 930 TAYLOR AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE BOARD OF ETHICS EFFECTIVE OCTOBER 20, 2020. DR. MEYER WILL BE REPLACING MARY JO SHERIDAN WHO RESIGNED EFFECTIVE AUGUST 28, 2020. DR. MEYER WILL FILL THE UNEXPIRED TERM OF MARY JO SHERIDAN WHICH IS SCHEDULED TO EXPIRE AUGUST 31, 2022.

[Resolution-2020 Appt. Matthew Meyer, PhD to Ethics Board.pdf](#)

## 8. ADJOURNMENT

## **PARKS ASSESSMENT UPDATE**

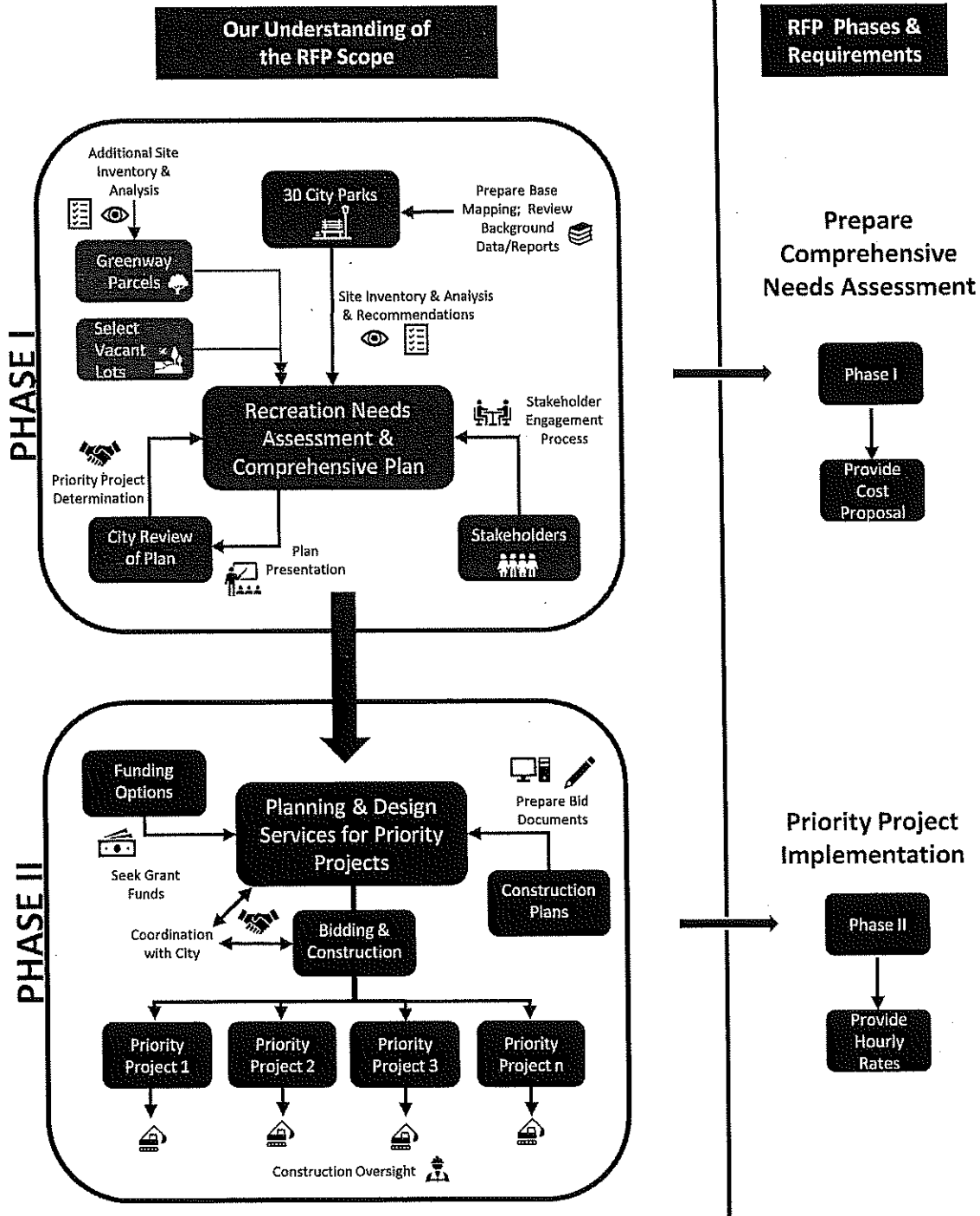
**Presented by:**

**THOMAS J. MCLANE & ASSOCIATES, INC.**

**Received:**

**OCTOBER 13, 2020**

# PROJECT MANAGEMENT FLOW CHART



# PARK NAME

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Date of Visit:

Consultants:

## Goals of the City-wide Parks and Recreation Study:

1. *Define a clear vision for the park.*
  - Text
2. *Undertake public participation as part of the park planning process to define resident recreation interests and needs.* [List key stakeholders and park users]
  - Text
3. *Recommend improvements necessary to bring the park into compliance with the Americans with Disabilities Act (ADA).* [Identify ADA accessibility shortfalls]
  - Text
4. *Develop a master plan for the park that illustrates the proposed recreation and support improvements and natural area enhancements.* [Identify if and when past planning was completed; year of most recent improvements and planning; Are past planning efforts still viable?]
  - Text
5. *Define the future uses for each park and new innovative programming initiatives.* [List features that are needed or will increase usage of Park]
  - Text

6. *Unify the park's system's exterior lighting, security and site amenities and equipment purchases.* [Document presence of and the method, mode, manufacturer, etc. of park lighting, security, play equipment and site amenities; See additional spreadsheet for site amenities & playground assessments]

- Text

7. *Determine maintenance and operations requirements for the improved parks.* [Is park maintained?; Are volunteers involved?; What are obstacles to maintenance?]

- Text

8. *Determine capital improvement costs and define a phased implementation plan for the proposed improvements.* [Start prioritization of park improvements]

- See attached spreadsheet

#### *Follow-up Tasks and Next Steps*

- Text



## **Tentative Project Schedule**

### ***October/November 2020:***

Site assessments of recreational facilities; Start preparation of report.

- ➔ Includes inventory & analysis to all 30 city-owned parks; These field visits will occur weekly.
- ➔ Includes assessment of other complementary facilities and partnerships, like the Heritage Trail and Nay Aug Avenue Natural Play Area (LHVA), Sweeney's Beach and Parker's Landing (LVC, LRCA) and some little league/ sports facilities
- ➔ A draft report has been started; Data obtained during the field visits and background information will be continually added to the report.

### ***November/December 2020:***

Neighborhood Outreach, Discussions and Conceptual Renderings

- ➔ City with some support from McLane Associates will interact with important neighborhood groups to compile a list of issues and wishes
- ➔ McLane will start preparing conceptual master plans with budgets for each facility

### ***January/February 2021:***

Compile final report, conceptual master plans, phased opinion of probable costs....

- ➔ Draft report will be sent to City for review and comment
- ➔ McLane will sit with City officials to discuss priorities and grant opportunities

## Parks Visit Schedule

Wednesday 10-14, 10-21, 10-28

### Team / Responsibility:

Thomas J. McLane and Associates (Landscape Architecture) / Overall Project Management,  
 Assessment of site conditions and playgrounds,  
 Colwell-Naegele Associates (Civil Engineering) / Assessment of storm water and drainage concerns  
 Peters Design Group (MEP Engineering) / Assessment of Mechanical, electrical and plumbing in  
 buildings and pools  
 Fancy Parsley Architecture (Architecture) / Assessment of buildings

<p>Wednesday 10-7-20 (Completed)</p> <ol style="list-style-type: none"> <li>1. Connors Park (#7)</li> <li>2. Bill Barrett (#2)</li> </ol> <p>Wednesday 10-14-20</p> <ol style="list-style-type: none"> <li>1. (Meet) Robinson Park (#14)</li> <li>2. The Lookout (#12)</li> <li>3. Oakmont Park (#16)</li> <li>4. Richter Avenue Park (#30)</li> <li>5. Duff Park (#8)</li> <li>6. 500 Lackawanna Avenue (#29)</li> <li>7. Linden Street Park (#28)</li> </ol> <p>Wednesday 10-21-20</p> <ol style="list-style-type: none"> <li>1. (Meet) Capouse Ave. Pool (#20)</li> <li>2. Weston Park (#15)</li> <li>3. McLain Park (#22)</li> <li>4. North Scranton Mini Park (#24)</li> <li>5. Grace Street Park (#10)</li> <li>6. Crowley Park (#6)</li> <li>7. Woodlawn Islands (#17)</li> <li>8. Sturgis (Pretzel Park) (#25)</li> <li>9. Sunset Islands (#18)</li> </ol>	<p>Wednesday 10-28-20</p> <ol style="list-style-type: none"> <li>1. (Meet) Connell Park (#5)</li> <li>2. Clover Field (#4)</li> <li>3. Fellows Park (#9)</li> <li>4. Novembrino Park (#19)</li> <li>5. Jackson Terrace Park (#11)</li> <li>6. Allen Park (#1)</li> <li>7. Powderly Park (#23)</li> <li>8. Tripp Park (#26)</li> </ol> <p>Wednesday 11-04-20</p> <ol style="list-style-type: none"> <li>1. (Meet) Weston Field (#13)</li> <li>2. Central City Little League (#27)</li> <li>3. Chic Feldman Field (#3)</li> <li>4. Nay Aug Park (#21)</li> </ol>
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## SITE INVENTORY & ANALYSIS - CHECKLIST A (OVERALL)



### City of Scranton Parks & Recreation Comprehensive Plan

**Name of Facility:**

Type of Park (Pocket, Neighborhood, Community, Regional):

Investigation Attendees:

Date of Investigation:

Background Data & Research	Yes	No	If Yes, Describe these efforts
Has there been recent planning (within 5-years)?			
Has there been recent improvements (within 5-years)?			

Operations & Maintenance	Yes	No	If Yes, Further Explain
Is there a set Budget for this facility?			
Are there Community Volunteer Groups that assist with park maintenance?			
Are there known and documented Security Issues?			
Is and how is the Site programmed? (List events)			
Are there known and documented Maintenance Issues?			

Utilities, Easements & ROW's	Yes	No	If Yes, Further Explain
Are there known easements within the park?			
Is there Electric Service?			
Is there Water Service?			
Is there Gas Service?			
Is there Sewer Service?			
Is there as-built mapping of existing underground utilities?			
Is there publically-accessible WiFi?			

Site Access & Parking	Yes	No	If Yes, Further Explain
Is the main entrance to the park well defined?			
Do most park users park in a lot?			
Do most park users park on the street?			
Do most park users walk to the park?			

Walkways & Trails	Yes	No	If yes, Describe their Conditions, Function and Usefulness
Are there Mtn. Bike Trails?			
Are there Technical Hiking Trails?			
Are there paved trails and walking loops?			

Buildings & Facilities	Yes	No	If yes, Describe their Conditions, Function and Usefulness (If play structures are present, fill out Checklist C for each structure, as well)
Is there a park Office building?			
Are there Restrooms?			
Are there Pavilions/Shelters?			
Are there Pools/Splash Pads?			
Other Structures (please list)?			

Play Areas	Yes	No	Further describe their Conditions, Features and Safety (If play structures are present, fill out Checklist B for each structure, as well)
Are playgrounds present?			
Are the play structures compliant with Consumer Product Safety Commission?			

Courts & Fields	Yes	No	If yes, Describe their Conditions, Function and Usefulness
Multi-purpose Fields?			
Baseball/Softball/L.L. Fields?			
Tennis Courts?			
Soccer Fields?			
Basketball Courts?			
Other (please list)?			

Park Landscape	Yes	No	If yes, Describe their Conditions, Function and Usefulness
Are there maintained lawn areas within the park?			
Are there maintained landscapes (gardens, beds) within the park?			
Are there natural areas within the park (ex. meadow, woodlands)?			

Storm Water Management	Yes	No	Describe Current Condition and Effectiveness
Is green infrastructure installed within the park? Please list types.			
Is the Park part of the CSO System?			
Is the Park part of the MS4 System?			
Are storm water issues observed (failed swales, pipes, rills, ponding...)?			
Are storm water issues observed (failed swales, pipes, rills, ponding...)?			
Have there been complaints from adjacent property owners regarding stormwater runoff from the park?			
Have any NPDES PCSM Plans been completed for this Park?			

ADA Accessibility	Yes	No	Please describe locations, condition, details, as needed
Is adequate ADA parking provided?			
Are accessible routes well maintained and strategically placed?			
Are all Facilities accessible?			
Are there noted ADA deficiencies in the park?			

# SITE INVENTORY & ANALYSIS - CHECKLIST B (PLAY STRUCTURES)



## City of Scranton Parks & Recreation Comprehensive Plan

### Name of Facility:

Name of Investigator(s): Tom McLane, RLA, CPSI

Date of Investigation:

Playground Structure #1	Yes	No
Location: Latitude/Longitude:		
Do surfaces around playground equipment have at least 12 inches of wood chips, mulch, sand, or pea gravel, or are mats made of safety-tested rubber or rubber-like materials?		
Does the protective surfacing extend at least 6 feet in all directions from play structures?		
For swings, does the safety surfacing extend in back and front of the swings at least twice the height of the suspending bar?		
Are any play structures more than 30 inches high spaced at least 9 feet apart from each other?		
Is any dangerous hardware observed, like open "S" hooks or protruding bolt ends?		
Are any entrapment spaces present that could trap children, such as openings in guardrails or between ladder rungs that measure less than 3.5 inches or more than 9 inches?		
Are there any sharp points or edges observed in the equipment?		
Are there any tripping hazards, like exposed concrete footings, tree stumps, and/or rocks?		
Do all the elevated surfaces, like platforms and ramps, have guardrails to prevent falls?		
Coordinate with the City - Does the City regularly check this equipment and surfacing to assure they are in good condition? If yes, when was the last date of inspection?		
Coordinate with City - Have any reports of injuries been filed with the City regarding this play structure?		
Summary of Conditions & Deficiencies:		
Recommendations:		



# SITE INVENTORY & ANALYSIS - CHECKLIST B (PLAY STRUCTURES)



## City of Scranton Parks & Recreation Comprehensive Plan

### Name of Facility:

Name of Investigator(s): Tom McLane, RLA, CPSI

Date of Investigation:

Playground Structure #2 (if applicable) Location: Latitude/Longitude:	Yes	No
Do surfaces around playground equipment have at least 12 inches of wood chips, mulch, sand, or pea gravel, or are mats made of safety-tested rubber or rubber-like materials?		
Does the protective surfacing extend at least 6 feet in all directions from play structures?		
For swings, does the safety surfacing extend in back and front of the swings at least twice the height of the suspending bar?		
Are any play structures more than 30 inches high spaced at least 9 feet apart from each other?		
Is any dangerous hardware observed, like open "S" hooks or protruding bolt ends?		
Are any entrapment spaces present that could trap children, such as openings in guardrails or between ladder rungs that measure less than 3.5 inches or more than 9 inches?		
Are there any sharp points or edges observed in the equipment?		
Are there any tripping hazards, like exposed concrete footings, tree stumps, and/or rocks?		
Do all the elevated surfaces, like platforms and ramps, have guardrails to prevent falls?		
Coordinate with the City - Does the City regularly check this equipment and surfacing to assure they are in good condition? If yes, when was the last date of inspection?		
Coordinate with City - Have any reports of injuries been filed with the City regarding this play structure?		
Summary of Conditions & Deficiencies:		
Recommendations:		

# SITE INVENTORY & ANALYSIS - CHECKLIST B (PLAY STRUCTURES)



## City of Scranton Parks & Recreation Comprehensive Plan

### Name of Facility:

Name of Investigator(s): Tom McLane, RLA, CPSI

Date of Investigation:

Playground Structure #3 (if applicable) Location: Latitude/Longitude:	Yes	No
Do surfaces around playground equipment have at least 12 inches of wood chips, mulch, sand, or pea gravel, or are mats made of safety-tested rubber or rubber-like materials?		
Does the protective surfacing extend at least 6 feet in all directions from play structures?		
For swings, does the safety surfacing extend in back and front of the swings at least twice the height of the suspending bar?		
Are any play structures more than 30 inches high spaced at least 9 feet apart from each other?		
Is any dangerous hardware observed, like open "S" hooks or protruding bolt ends?		
Are any entrapment spaces present that could trap children, such as openings in guardrails or between ladder rungs that measure less than 3.5 inches or more than 9 inches?		
Are there any sharp points or edges observed in the equipment?		
Are there any tripping hazards, like exposed concrete footings, tree stumps, and/or rocks?		
Do all the elevated surfaces, like platforms and ramps, have guardrails to prevent falls?		
Coordinate with the City - Does the City regularly check this equipment and surfacing to assure they are in good condition? If yes, when was the last date of inspection?		
Coordinate with City - Have any reports of injuries been filed with the City regarding this play structure?		
Summary of Conditions & Deficiencies:		
Recommendations:		

# SITE INVENTORY & ANALYSIS - CHECKLIST C (BUILDINGS & STRUCTURES)



## City of Scranton Parks & Recreation Comprehensive Plan

### Name of Facility:

Name of Investigator(s): Mike Muller, AIA Bob Nitch, PE

Date of Investigation:

Building / Structure #1. Location: Latitude/Longitude:	Notes	N
Building HVAC Systems (type, model, serial number, location....)		
Building Age Determination		
Known Costs		
Lighting Interior (LED's, recessed, controls....)		
Lighting Exterior (up lights, flood lights, poles....)		
ADA accessibility		
Security & Protection (alarms, sprinklers...)		
Emergency Evacuation (travel paths, exit signs...)		
Roof / Building Envelope (type, material, condition....)		
Structural (masonry, wood...)		
Windows (age, leaks...)		
Energy Efficiency		
Space Planning		
Circulation Patterns		

Current Use (vacant, occupied, leased)		
Area (square footage)		
Facility Exterior (trip hazards, cracks/lifts...)		
Summary of Conditions & Deficiencies:		
Recommendations:		



## City of Scranton

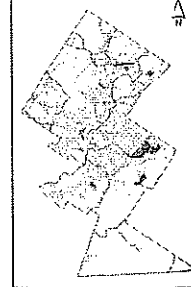
### Municipal Parks

(21) Circle denotes parks where the consultant has performed various design services.

#### Parks

- |                          |                                |
|--------------------------|--------------------------------|
| 1. Allen Park            | 16. Oakmont Park               |
| 2. Billy Barrett         | 17. Woodlawn Islands           |
| 3. Chic Feldman Field    | 18. Sunset Islands             |
| 4. Clover Field          | 19. Novembrino Park            |
| 5. Connell Park          | 20. Capouse Avenue Pool        |
| 6. Crowley Park          | 21. Nay Aug Park               |
| 7. Connors Park          | 22. McLain Park                |
| 8. Duffy Park            | 23. Powderly Park              |
| 9. Fellows Park          | 24. North Scranton Mini Park   |
| 10. Grace Street         | 25. Sturgis (Pretzel Park)     |
| 11. Jackson Terrace Park | 26. Tripp Park                 |
| 12. The Lookout          | 27. Central City Little League |
| 13. Weston Field         | 28. Linden Street Park         |
| 14. Robinson Park        | 29. 500 Lackawanna Ave         |
| 15. Weston Park          | 30. Richter Ave Park           |

#### Inset overview map NTS



#### Legend

- Lackawanna River
- Streams
- Road
- Parks



0 0.10.2 0.4 0.6 0.8 Miles



**CITY OF SCRANTON  
EMERGENCY DECLARATION**

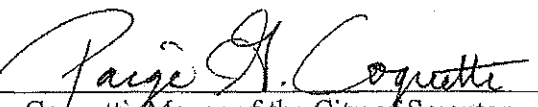
On Sunday, August 23, 2020, the City of Scranton experienced an incident that affected the operability of its computer systems. Upon discovery, the City immediately responded to secure our systems and commence an investigation into the nature and scope of the incident. At this point, it appears that the incident was the result of intentional, illegal and perhaps even criminal conduct by a third party. The matter was immediately referred to our insurance agent, Knowles Insurance, who contacted Travelers Insurance Company, our cyber insurance carrier.

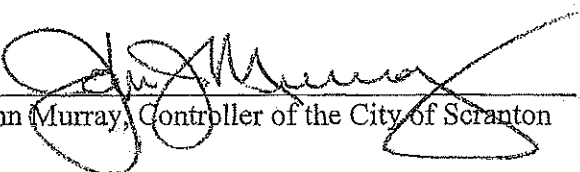
Pursuant to the policy, Travelers assigned the matter to the law firm of Mullen Coughlin, LLC of Devon, Pennsylvania, which specializes in issues resolving the response to cyber security attacks. The City's cyber security insurance policy contains a self-insured retention of \$25,000.00, which will be paid to Travelers, per the City's cyber security insurance policy.

The estimated cost of the City's response to the cyber-attack, which includes fees to be paid to Mullen Coughlin, will be in excess of \$50,000.00, of which \$25,000.00 will be the responsibility of the City. All other costs of the City's response to the cyber-attack, up to \$2,000,000.00, will be paid by Travelers Insurance.

The \$25,000.00 City responsibility exceeds the competitive bidding threshold contained in the City's Administrative Code. Knowles, Travelers, the City's IT officials and the acting City Solicitor all advise that the response to this cyber-attack must occur immediately and cannot wait for the time necessary to competitively bid an agreement for the cyber-attack response services needed by the City. Additionally, the City is not entering into a traditional, direct-pay contract with Mullen Coughlin, as the law firm was chosen by the insurer.

Based on the above, the Acting Solicitor has recommended that this is an emergency situation, and that the City can commit its \$25,000.00 share of the cyber-attack expense, without engaging in the competitive bidding process.

  
Paige Cognetti, Mayor of the City of Scranton

  
John Murray, Controller of the City of Scranton

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Joseph A. O'Brien, Acting Solicitor of  
the City of Scranton

**RECEIVED**

AUG 28 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK



April 2, 2020

CITY OF SCRANTON  
340 NORTH WASHINGTON AVENUE  
SCRANTON, PA 18503

Re: Important Information about Claims Information Line

Dear CITY OF SCRANTON

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

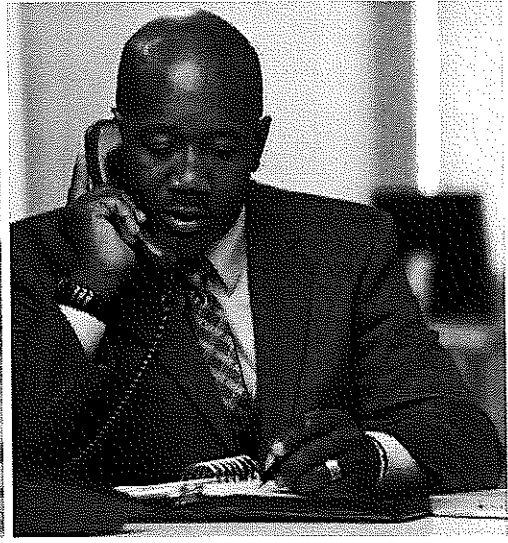
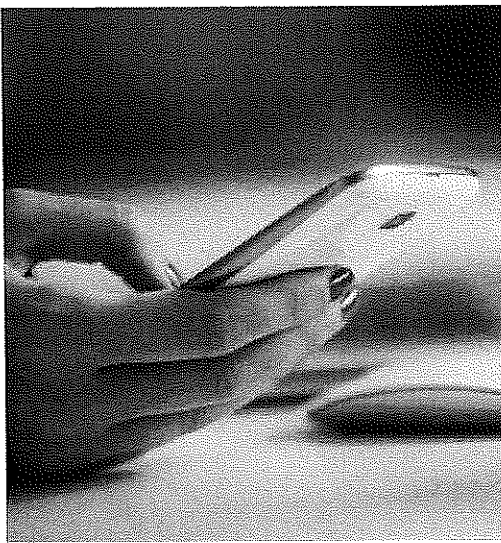
- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,  
**Alan R Bond**



## CyberRisk Policyholder Benefits

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Thank you for choosing Travelers for your cyber insurance needs. As our insured, Travelers provides you with innovative value-added pre and post breach risk management services at **no additional cost** to help you protect your business. These current benefits include:

### **Travelers eRisk Hub®:**

Access to a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy events and support you in a timely response if an incident occurs. Travelers eRisk Hub portal powered by *NetDiligence*® features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

#### **To register for Travelers eRisk Hub:**

- 1. Go to [www.eriskhub.com/travelerscyber](http://www.eriskhub.com/travelerscyber)**
- 2. Complete the registration form. Your Access Code is 13881-197**
- 3. Once registered, you can access the portal immediately.**

#### **Please note the following:**

- Travelers eRisk Hub is a private site provided to certain cyber insureds of Travelers. Please do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Access Code provided.
- Travelers eRisk Hub contains a directory of experienced providers of cyber risk management and breach recovery services. Travelers does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.

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This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.

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# CyberRisk Policyholder Benefits

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## Travelers Cyber Coaches –

Three cybersecurity coach services are available to help your organization extend your team with expert guidance at no additional cost, as follows:

- **Breach Coach® –**  
Should you experience a data breach event, you may choose to call the Breach Coach listed in the Travelers *eRisk Hub* portal for immediate triage assistance. Your initial consultation of up to one half-hour is at no additional charge. Please be aware that the Breach Coach service is provided by a third-party law firm. Therefore, contacting the Breach Coach does NOT satisfy the claim or first-party notification requirements of your policy.
- **HIPAA Coach –**  
To help your organization identify the cyber related issues HIPAA raises and help minimize potential exposures, you are entitled to consult with a HIPAA Coach listed in the Travelers *eRisk Hub* portal for up to one hour.
- **Security Coach –**  
Talk with a Symantec™ security professional about general cybersecurity questions for up to one hour to help strengthen your organizations security posture with actionable advice and insights listed in the Travelers *eRisk Hub* portal.

## Pre-Breach Services provided by Symantec™ :

Preparation is key in helping to mitigate a potential cyber related event. To assist policyholders achieve a higher level of cybersecurity for their organizations Travelers offers the following pre-breach services from Symantec, a global leader in cybersecurity solutions accessible through the Travelers *eRisk Hub*:

- **Symantec™ Cyber Resilience Readiness Assessment and Cyber Security Professional Consultation –**  
An online assessment designed for an organization to quickly understand their current cybersecurity posture while receiving an official report and up to 1 hour consultation with a Symantec security professional to help in improving areas of weakness or vulnerability.
- **Symantec™ Cyber Security Awareness Training Videos –**  
Gain access to security awareness training videos as a method of defense against cybersecurity threats by promoting proactive employee behavior. These courses can be used to complement your employee training requirements.
- **Symantec™ Service Discounts –**  
Obtain meaningful discounts on Symantec products and services including Managed Security Services, Norton for Small Business Software, DeepSight™ Intelligence, Endpoint Encryption, Phishing Readiness and more.
- **Risk Management Whitepapers –**  
Topical insights and expertise on current cyber related trends, risks and threats that face organizations in today's business environment. Available quarterly, these resource guides will help with your organization's preparedness when it comes to cyber related events.

Certain services are being provided to you by Symantec and in using them you must agree to Symantec's terms of use & privacy policy. Travelers Casualty and Surety Company of America and its property casualty affiliates ("Travelers") makes no warranty, guarantee, or representation as to the accuracy or sufficiency of any such services. The use of the services and the implementation of any product or practices suggested by Symantec or NetDiligence is at your sole discretion. Travelers disclaims all warranties, express or implied. In no event will Travelers be liable in contract or in tort for any loss arising out of the use of the services or Symantec's or any other vendor's products. *eRisk Hub* and *Breach Coach* are registered trademarks of NetDiligence.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.



One Tower Square  
Hartford, CT 06183

04/02/2020

CITY OF SCRANTON

340 NORTH WASHINGTON AVENUE  
SCRANTON, PA 18503

**RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance ([www.rmplusonline.com](http://www.rmplusonline.com))**

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- ☒ Thousands of articles on a variety of risk management topics
- ☒ Topical webinars and podcasts on current issues
- ☒ Checklists to assist in managing risk
- ☒ Web based training
- ☒ Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

*Registration for Site Administrators:*

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com).
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP120000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

*Learning to Navigate the Site:*

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com). On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

## **Independent Agent And Broker Compensation Notice**

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For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html).

Or write or call:

**Travelers, Agency Compensation**  
**One Tower Square**  
**Hartford, Connecticut 06183**  
**(866) 904.8348**

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

## **Pennsylvania Insurance Consultation Services Exemption Notice**

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An insurance company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death, or loss. These services may include any of the following or related services incident to the application for issuance, renewal, or continuation of a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The *Insurance Consultation Services Exemption Act* of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, are not liable for damages from injury, death or loss occurring as a result of any act of omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

## Declarations

**Policy No. 106895900**

This Policy consists of this Declarations and one or more Coverage Declarations and Coverage forms. It may also include one or more Common Conditions or endorsements. In consideration of the premium, the Insurer provides this Policy, which is the entire agreement between the Insurer and the Insured.

**Insurer** Throughout this Policy, Insurer means **Travelers Casualty and Surety Company of America**, which is a capital stock company located in Hartford, Connecticut.

**Named Insured** Throughout this Policy, Named Insured means:  
CITY OF SCRANTON

**Principal Address** 340 NORTH WASHINGTON AVENUE  
SCRANTON, PA 18503

**Policy Period** Inception: April 01, 2020  
Expiration: April 01, 2021 12:01 A.M. local time both dates at Principal Address.

**Policy Premium** \$31,451.00

**Notices To The Insurer** Travelers Bond & Specialty Insurance Claim  
Attn: Bond & Specialty Insurance Claim  
385 Washington St. -- Mail Code 9275-NB03F  
St Paul, MN 55102  
Email: BSIclaims@travelers.com  
Fax: (888) 460-6622  
Claim telephone: 800-842-8496

**Producer Information** KNOWLES ASSOC  
316 PENN AVE  
SCRANTON, PA 18503

Authorized officers of the Insurer:



President



Corporate Secretary

Countersigned By

Forms attached at issuance:

Form Number	Form Title
AFE-16001-0119	General Conditions
AFE-19026-0119	Multiple Increases - Limits Endorsement

AFE-19029-0719	Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0719	Federal Terrorism Risk Insurance Act Disclosure Endorsement
CYB-16001-0119	CyberRisk Coverage
CYB-19102-0119	Dependent Business Interruption - System Failure Endorsement
CYB-19105-0119	Conviction Reward Endorsement
CYB-19122-0519	Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519	Bricked Equipment Endorsement

**Claims-Made:** The Liability Insuring Agreements are provided on a Claims-Made basis, and cover only *Claims* first made during the *Policy Period*, or any applicable extended reporting period. Please read the Policy.

**Defense Within Limits:** The Limit available to pay settlements or judgments will be reduced, and may be completely exhausted, by *Defense Costs*, and any retention will be applied against *Defense Costs*.

A limit left blank for a coverage means that such coverage is not included. An entry for any other provision left blank means that such provision does not apply.

The Insurer has the duty to defend *Claims*.

**CyberRisk Aggregate Limit:** \$2,000,000

Liability	Limit	Retention
Privacy and Security	\$2,000,000	\$25,000
Media	\$2,000,000	\$25,000
Regulatory Proceedings	\$2,000,000	\$25,000

Breach Response	Limit	Retention
Privacy Breach Notification	\$2,000,000	\$25,000
Computer and Legal Experts	\$2,000,000	\$25,000
Betterment	\$100,000	
Cyber Extortion	\$2,000,000	\$25,000
Data Restoration	\$2,000,000	\$25,000
Public Relations	\$2,000,000	\$25,000

Cyber Crime	Limit	Retention
Computer Fraud	\$1,000,000	\$25,000
Funds Transfer Fraud	\$1,000,000	\$25,000
Social Engineering Fraud	\$100,000	\$5,000
Telecom Fraud	\$100,000	\$5,000

<b>Business Loss</b>	<b>Limit</b>	<b>Retention</b>
Business Interruption	\$2,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Reputation Harm	\$100,000	\$5,000
System Failure	\$2,000,000	

#### **Additional First Party Provisions**

Accounting Costs Limit:	\$25,000
Betterment Coparticipation:	50%
Period Of Restoration:	180 days
Period Of Indemnity:	30 days
Wait Period:	12 hours

**Knowledge Date:** August 03, 2017

**P&P Date:** August 03, 2017

**Retro Date:** August 03, 2017

#### **Extended Reporting Period**

Months	Percentage of Annualized Premium
12	75 %



This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

## Cap On Losses From Certified Acts Of Terrorism Endorsement

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The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed \$100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

*Certified Act Of Terrorism* means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to *TRIA*; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

*TRIA* means the federal Terrorism Risk Insurance Act of 2002 as amended.

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

## **Federal Terrorism Risk Insurance Act Disclosure Endorsement**

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The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

#### **Authorization And Changes.**

The Named Insured will act on behalf of all *Insureds* regarding the payment of premium, receipt of return premium, change of coverage, and receipt of notices of cancelation or nonrenewal. Each *Insured* agrees that they have delegated such authority to the Named Insured.

The Named Insured may change this Policy with the Insurer's consent by endorsement to this Policy. No rights or duties under this policy may be transferred or assigned without the Insurer's written consent.

#### **Conformity To Law.**

Any part of this Policy that conflicts with applicable statutory or regulatory law is changed to conform to such law. This Policy provides coverage and benefits only to the extent that it does not expose the Insurer, or any of its subsidiaries, or affiliated companies, to a trade or economic sanction, prohibition, or restriction under a U.N. resolution, trade or economic sanction, or E.U., U.K., or U.S. law or regulation.

#### **Consent And Cooperation.**

Where the Insurer's consent is required, such consent will not be unreasonably withheld. The *Insured* agrees to give all information, assistance, and cooperation the Insurer reasonably requires.

#### **Representatives.**

In the event of an *Insured Person's* death, incapacity, or bankruptcy, this Policy will afford coverage to his or her:

1. estate;
2. legal representative;
3. legal spouse, domestic partner, or party to a civil union; or
4. assignee,

but only to the extent that it would have applied to such *Insured Person*.

#### **Suits Against The Insurer.**

No person or entity has the right under this Policy to join the Insurer as a party in an action against an *Insured* to determine such *Insured's* liability, nor may the Insurer be impleaded by any *Insured*. No action will lie against the Insurer unless there has been full compliance with all the terms of this Policy.

#### **Territory And Valuation.**

This Policy applies anywhere in the world, but it does not apply to *Loss* incurred by an *Insured* residing or domiciled in a country or jurisdiction in which the Insurer is not licensed to provide this insurance, to the extent that providing this insurance would violate any applicable foreign law or regulation ("Foreign Loss").

If an *Insured Entity* incurs Foreign Loss, the Insurer will reimburse the Named Insured for such Foreign Loss because of the Named Insured's financial interest in such *Insured Entity*. If an *Insured Person* incurs Foreign Loss not indemnified by an *Insured Entity*, such Foreign Loss will be paid in a country or jurisdiction mutually acceptable to such *Insured Person* and the Insurer, to the extent that doing so would not violate any applicable foreign law or regulation.

All amounts in this Policy are stated in U.S. Dollars. If amounts are due under a liability coverage and are stated in a different currency, payment will be made in U.S. Dollars at the exchange rate published in The Wall Street Journal at the time the final amount is determined.

#### **Titles, Headings, And Defined Terms.**

The titles and headings in this Policy do not affect coverage. Where appearing in this Policy, in singular or plural, words and phrases appearing in italicized type have the meaning shown in the Definitions of the applicable Coverage.

Only the Insuring Agreements with Limits shown in the CyberRisk Declarations apply.

### Liability Insuring Agreements

<b>Privacy And Security.</b>	The Insurer will pay <i>Loss</i> on behalf of the <i>Insured</i> , resulting from a <i>Claim</i> that is first made during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Privacy And Security Act</i> .
<b>Media.</b>	The Insurer will pay <i>Loss</i> on behalf of the <i>Insured</i> , resulting from a <i>Claim</i> that is first made during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Media Act</i> .
<b>Regulatory Proceedings.</b>	The Insurer will pay <i>Defense Costs</i> and <i>Regulatory Costs</i> on behalf of the <i>Insured</i> , resulting from a <i>Regulatory Proceeding</i> that is first made during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Privacy And Security Act</i> or <i>Media Act</i> .

### Breach Response Insuring Agreements

<b>Privacy Breach Notification.</b>	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Privacy Breach Notification Costs</i> resulting from an actual or suspected <i>Privacy Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> , or any applicable extended reporting period.
<b>Computer And Legal Experts.</b>	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Computer And Legal Expert Costs</i> resulting from an actual or suspected: <ol style="list-style-type: none"> <li>1. <i>Privacy Breach</i>;</li> <li>2. <i>Security Breach</i>; or</li> <li>3. <i>Cyber Extortion Threat</i>,</li> </ol> that is <i>Discovered</i> during the <i>Policy Period</i> , or any applicable extended reporting period.
<b>Betterment.</b>	The Insurer will reimburse the <i>Insured</i> for <i>Betterment Costs</i> , following a <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Cyber Extortion.</b>	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Cyber Extortion Costs</i> , resulting from a <i>Cyber Extortion Threat</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Data Restoration.</b>	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Restoration Costs</i> , directly caused by a <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Public Relations.</b>	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Public Relations Costs</i> , resulting from an actual or suspected: <ol style="list-style-type: none"> <li>1. <i>Privacy Breach</i>;</li> <li>2. <i>Security Breach</i>; or</li> <li>3. <i>Media Act</i>,</li> </ol> that is <i>Discovered</i> during the <i>Policy Period</i> .

### Cyber Crime Insuring Agreements

<b>Computer Fraud.</b>	The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money, Securities, or Other Property</i> , directly caused by <i>Computer Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Funds Transfer Fraud.</b>	The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money or Securities</i> , directly caused by <i>Funds Transfer Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .

<b>Social Engineering Fraud.</b>	The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money</i> or <i>Securities</i> , directly caused by <i>Social Engineering Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Telecom Fraud.</b>	The Insurer will pay the <i>Insured Entity</i> for its <i>Telecom Charges</i> , directly caused by <i>Telecom Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .

## Business Loss Insuring Agreements

<b>Business Interruption.</b>	The Insurer will pay the <i>Insured</i> for its <i>Business Interruption Loss</i> that is directly caused by any of the following, if <i>Discovered</i> during the <i>Policy Period</i> : <ol style="list-style-type: none"> <li>1. A <i>Security Breach</i> that results in a total or partial interruption of a <i>Computer System</i>.</li> <li>2. A <i>System Failure</i>, if applicable.</li> <li>3. The voluntary shutdown of a <i>Computer System</i> by the <i>Insured</i>, if it is reasonably necessary to minimize the <i>Loss</i> caused by a <i>Security Breach</i> or <i>Privacy Breach</i> in progress.</li> </ol>
<b>Dependent Business Interruption.</b>	The Insurer will pay the <i>Insured</i> for its <i>Business Interruption Loss</i> , directly caused by an <i>IT Provider Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Reputation Harm.</b>	The Insurer will pay the <i>Insured</i> for its <i>Reputation Harm</i> , directly caused by an <i>Adverse Media Report</i> or <i>Notification</i> that: <ol style="list-style-type: none"> <li>1. first occurs during, or within 60 days after, the <i>Policy Period</i>; and</li> <li>2. directly relates to a <i>Privacy Breach</i> or <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i>.</li> </ol>

## Definitions

<b>Accounting Costs.</b>	Means the reasonable fees or costs of a forensic accounting firm, incurred by the <i>Insured Entity</i> , to calculate <i>Income Loss</i> , even if such calculation shows there has been no <i>Income Loss</i> .
<b>Additional Insured.</b>	Means a person or entity, not otherwise an <i>Insured</i> , with whom the <i>Insured Entity</i> has entered into a written agreement to include as an <i>Insured</i> , but only for <i>Wrongful Acts</i> : <ol style="list-style-type: none"> <li>1. by, or on behalf of, the <i>Insured Entity</i> under such agreement; and</li> <li>2. that occur after the <i>Insured Entity</i> has executed such agreement.</li> </ol>
<b>Adverse Media Report.</b>	Means any communication of an actual or potential <i>Privacy Breach</i> or <i>Security Breach</i> by a media outlet. Multiple <i>Adverse Media Reports</i> regarding the same <i>Privacy Breach</i> or <i>Security Breach</i> are deemed one <i>Adverse Media Report</i> .
<b>Approved Provider.</b>	Means a service provider approved by the Insurer in writing to the <i>Insured</i> .
<b>Automatic ERP.</b>	Means a 90-day extended reporting period starting on the effective date this Coverage is canceled or not renewed.
<b>Betterment Costs.</b>	<ol style="list-style-type: none"> <li>1. Means the reasonable costs incurred and paid by the <i>Insured</i>, with the Insurer's written consent, for hardware or software to improve a <i>Computer System</i> after a <i>Security Breach</i>, if: <ol style="list-style-type: none"> <li>a. the <i>Security Breach</i> has been stopped or contained, and resulted in covered <i>Computer and Legal Expert Costs</i>;</li> <li>b. the <i>Approved Provider</i> that provided computer services in response to such <i>Security Breach</i>: <ol style="list-style-type: none"> <li>i. has identified a weakness in a <i>Computer System</i> that caused, or contributed to, the <i>Security Breach</i>; and</li> <li>ii. recommends the improvements to prevent a future <i>Security Breach</i> from exploiting such weakness; and</li> </ol> </li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>c. such improvements are incurred and paid for by the <i>Insured</i> within the earlier of 90 days after: <ul style="list-style-type: none"> <li>i. the recommendation by the <i>Approved Provider</i>; or</li> <li>ii. the end of the <i>Policy Period</i>.</li> </ul> </li> </ul> <p>Costs for improvements that are subject to a license, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months.</p>
	<ul style="list-style-type: none"> <li>2. Does not include wages, benefits, or overhead of any <i>Insured</i>.</li> </ul>
<b>Business Interruption Loss.</b>	<ul style="list-style-type: none"> <li>1. Means: <ul style="list-style-type: none"> <li>a. <i>Income Loss</i> and <i>Extra Expense</i> incurred or paid by the <i>Insured Entity</i> during the <i>Period of Restoration</i>; and</li> <li>b. <i>Accounting Costs</i>, if the <i>Insured Entity's</i> business operations are interrupted beyond the <i>Wait Period</i>.</li> </ul> </li> <li>2. Does not include loss arising out of harm to the <i>Insured Entity's</i> reputation.</li> </ul>
<b>Change Of Control.</b>	<p>Means when:</p> <ul style="list-style-type: none"> <li>1. the Named <i>Insured</i> is, or most of its assets are, acquired;</li> <li>2. the Named <i>Insured</i> is merged with, or consolidated into, another entity, and the Named <i>Insured</i> is not the surviving entity; or</li> <li>3. the management that was in control over the Named <i>Insured</i> as of the inception of the <i>Policy Period</i> no longer has such control.</li> </ul>
<b>Claim.</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>1. a written demand for monetary or nonmonetary relief, including injunctive relief, commenced by an <i>Insured's</i> receipt of such written demand;</li> <li>2. a civil proceeding, commenced by the service of a complaint or similar pleading;</li> <li>3. an arbitration, mediation, or similar alternative dispute resolution proceeding, commenced by the service of an arbitration petition or similar legal document;</li> <li>4. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, commenced by an <i>Insured's</i> receipt of such written request; or</li> <li>5. for the Regulatory Proceedings Insuring Agreement only, a <i>Regulatory Proceeding</i>, commenced by: <ul style="list-style-type: none"> <li>a. the filing of charges;</li> <li>b. the filing of an investigative order;</li> <li>c. the service of a summons; or</li> <li>d. the service or filing of a similar document,</li> </ul> </li> </ul> <p>against an <i>Insured</i> for a <i>Wrongful Act</i>. Except under Other Conditions, Notice Of Claim, a <i>Claim</i> is deemed made when commenced.</p>
<b>Client.</b>	<p>Means a person or entity to whom the <i>Insured Entity</i>:</p> <ul style="list-style-type: none"> <li>1. provides goods; or</li> <li>2. performs services, for a fee, or under a written agreement.</li> </ul>
<b>Computer And Legal Expert Costs.</b>	<ul style="list-style-type: none"> <li>1. Means the reasonable fees or costs incurred or paid by the <i>Insured</i> for services recommended and provided by an <i>Approved Provider</i>, to: <ul style="list-style-type: none"> <li>a. conduct a forensic analysis to determine the existence and cause of a <i>Privacy Breach</i> or <i>Security Breach</i>;</li> <li>b. determine whose <i>Confidential Information</i> was lost or stolen; or accessed or disclosed without authorization;</li> <li>c. contain or stop a <i>Privacy Breach</i> or <i>Security Breach</i> in progress;</li> <li>d. certify the <i>Computer System</i> meets <i>Payment Card Security Standards</i>, if a <i>Security Breach Discovered</i> during the <i>Policy Period</i> results in noncompliance with such standards, but only for the first certification; or</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>e. provide legal services to respond to a <i>Privacy Breach</i> or <i>Security Breach</i>.</li> </ul>
	<ul style="list-style-type: none"> <li>2. Does not include <i>Defense Costs</i> or <i>Privacy Breach Notification Costs</i>.</li> </ul>
<i>Computer Fraud.</i>	<ul style="list-style-type: none"> <li>1. Means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions, directly into or within, a <i>Computer System</i>, that: <ul style="list-style-type: none"> <li>a. is not made by an <i>Insured Person</i>, an <i>Independent Contractor</i>, or any other person under the direct supervision of the <i>Insured</i>; and</li> <li>b. causes <i>Money, Securities, or Other Property</i> to be transferred, paid, or delivered from inside the <i>Insured Entity's</i> premises or the <i>Insured Entity's</i> financial institution premises to a place outside of such premises.</li> </ul> </li> <li>2. Does not include <i>Social Engineering Fraud</i>.</li> </ul>
<i>Computer System.</i>	<p>Means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:</p> <ul style="list-style-type: none"> <li>1. under the operational control of, and owned by, licensed to, or leased to: <ul style="list-style-type: none"> <li>a. the <i>Insured Entity</i>; or</li> <li>b. an <i>Insured Person</i>, while authorized by, and transacting business on behalf of, the <i>Insured Entity</i>, except under the Betterment or Data Restoration Insuring Agreements, or any Cyber Crime Insuring Agreement; or</li> </ul> </li> <li>2. operated by an <i>IT Provider</i>, but only the portion of such computer system used to provide hosted computer resources to the <i>Insured Entity</i>, except under the Betterment or Business Interruption Insuring Agreements.</li> </ul>
<i>Confidential Information.</i>	<p>Means a third party's or <i>Insured Person's</i> private or confidential information that is in the care, custody, or control of the <i>Insured Entity</i>, or a service provider acting on behalf of the <i>Insured Entity</i>.</p>
<i>Covered Material.</i>	<ul style="list-style-type: none"> <li>1. Means content that is created or disseminated, via any form or expression, by, or on behalf of, the <i>Insured Entity</i>.</li> <li>2. Does not include: <ul style="list-style-type: none"> <li>a. tangible product designs; or</li> <li>b. content created or disseminated by the <i>Insured Entity</i> on behalf of a third party.</li> </ul> </li> </ul>
<i>Cyber Extortion Costs.</i>	<ul style="list-style-type: none"> <li>1. Means, with the Insurer's prior written consent: <ul style="list-style-type: none"> <li>a. <i>Ransom</i>;</li> <li>b. reasonable amounts incurred or paid by the <i>Insured</i> in the process of paying, or attempting to pay, <i>Ransom</i>; or</li> <li>c. reasonable amounts incurred or paid by the <i>Insured</i>, recommended by an <i>Approved Provider</i>, to mitigate <i>Ransom</i>.</li> </ul> </li> <li>2. Does not include <i>Computer And Legal Expert Costs</i> or <i>Restoration Costs</i>.</li> </ul>
<i>Cyber Extortion Threat.</i>	<p>Means a threat to:</p> <ul style="list-style-type: none"> <li>1. access or disclose: <ul style="list-style-type: none"> <li>a. <i>Confidential Information</i>; or</li> <li>b. an <i>Insured Entity's</i> information without authorization; or</li> </ul> </li> <li>2. commit or continue a <i>Security Breach</i>, made against the <i>Insured Entity</i> for <i>Ransom</i>.</li> </ul>
<i>Defense Costs.</i>	<ul style="list-style-type: none"> <li>1. Means reasonable fees and costs incurred by the Insurer, or the <i>Insured</i> with the Insurer's prior written consent, in the: <ul style="list-style-type: none"> <li>a. investigation;</li> <li>b. defense;</li> <li>c. settlement; or</li> <li>d. appeal, of a <i>Claim</i>.</li> </ul> </li> </ul>

	<ol style="list-style-type: none"> <li>Includes up to \$1,000 per day for loss of earnings due to an <i>Insured Person's</i> attendance in court, if at the Insurer's request.</li> <li>Does not include wages, benefits, or overhead of the Insurer or of the <i>Insured</i>.</li> </ol>
<i>Discover, Discovered, Discovery.</i>	Means when an <i>Executive Officer</i> first becomes aware of facts that would cause a reasonable person to assume that a <i>First Party Loss</i> has been or will be incurred, regardless of when the act or acts causing or contributing to such <i>First Party Loss</i> occurred, even though the exact amount or details of such <i>First Party Loss</i> may not then be known.
<i>Employee.</i>	<ol style="list-style-type: none"> <li>Means a natural person while their labor is engaged and directed by the <i>Insured Entity</i>, and who is: <ol style="list-style-type: none"> <li>a full-time, part-time, seasonal, or temporary worker compensated directly by the <i>Insured Entity</i> through wages, salaries, or commissions;</li> <li>a volunteer, student, or intern; or</li> <li>a worker whose services have been leased to the <i>Insured Entity</i> by a labor leasing firm under a written agreement.</li> </ol> </li> <li>For the Cyber Crime and Business Loss Insuring Agreements only, <i>Employee</i> also includes any natural person: <ol style="list-style-type: none"> <li>officer;</li> <li>partner;</li> <li>sole proprietor;</li> <li>in-house general counsel; or</li> <li>member of a board of directors, trustees, or governors, of the <i>Insured Entity</i>.</li> </ol> </li> <li>Does not include any: <ol style="list-style-type: none"> <li>agent;</li> <li>broker;</li> <li>consignee;</li> <li>independent contractor; or</li> <li>representative, of the <i>Insured Entity</i>.</li> </ol> </li> </ol>
<i>Executive Officer.</i>	Means a natural person while acting as the <i>Insured Entity's</i> : <ol style="list-style-type: none"> <li>chief executive officer;</li> <li>chief financial officer;</li> <li>chief information security officer;</li> <li>risk manager;</li> <li>in-house general counsel; or</li> <li>the functional equivalent of 1 through 5.</li> </ol>
<i>Extra Expense.</i>	Means reasonable costs incurred by the <i>Insured Entity</i> , with the Insurer's written consent, that: <ol style="list-style-type: none"> <li>result from a <i>First Party Event</i>;</li> <li>are in excess of the <i>Insured Entity's</i> normal operating costs;</li> <li>are intended to reduce <i>Income Loss</i>; and</li> <li>would not have been incurred had there been no <i>First Party Event</i>.</li> </ol>
<i>First Party Event.</i>	<ol style="list-style-type: none"> <li>Means: <ol style="list-style-type: none"> <li><i>Computer Fraud</i>;</li> <li><i>Cyber Extortion Threat</i>;</li> <li><i>Funds Transfer Fraud</i>;</li> <li><i>IT Provider Breach</i>;</li> <li><i>Media Act</i>;</li> </ol> </li> </ol>



	<ul style="list-style-type: none"> <li>f. <i>Privacy Breach</i>;</li> <li>g. <i>Security Breach</i>;</li> <li>h. <i>Social Engineering Fraud</i>;</li> <li>i. <i>System Failure</i>; or</li> <li>j. <i>Telecom Fraud</i>.</li> </ul>
	<ul style="list-style-type: none"> <li>2. <i>First Party Events</i> that have a common: <ul style="list-style-type: none"> <li>a. nexus;</li> <li>b. set of facts;</li> <li>c. circumstance;</li> <li>d. situation;</li> <li>e. event; or</li> <li>f. decision,</li> </ul> are deemed a single <i>First Party Event</i>. </li> </ul>
<i>First Party Insuring Agreements.</i>	<p>Means the:</p> <ul style="list-style-type: none"> <li>1. Breach Response Insuring Agreements;</li> <li>2. Business Loss Insuring Agreements; and</li> <li>3. Cyber Crime Insuring Agreements.</li> </ul>
<i>First Party Loss.</i>	<ul style="list-style-type: none"> <li>1. Means: <ul style="list-style-type: none"> <li>a. <i>Betterment Costs</i>;</li> <li>b. <i>Business Interruption Loss</i>;</li> <li>c. <i>Computer And Legal Expert Costs</i>;</li> <li>d. <i>Cyber Extortion Costs</i>;</li> <li>e. <i>Money</i>;</li> <li>f. <i>Other Property</i>;</li> <li>g. <i>Privacy Breach Notification Costs</i>;</li> <li>h. <i>Public Relations Costs</i>;</li> <li>i. <i>Reputation Harm</i>;</li> <li>j. <i>Restoration Costs</i>;</li> <li>k. <i>Securities</i>; or</li> <li>l. <i>Telecom Charges</i>.</li> </ul> </li> <li>2. Other than <i>Accounting Costs</i>, does not include amounts: <ul style="list-style-type: none"> <li>a. to establish <i>First Party Loss</i>; or</li> <li>b. to prepare the <i>Insured Entity's</i> Proof of Loss.</li> </ul> </li> </ul>
<i>Funds Transfer Fraud.</i>	<ul style="list-style-type: none"> <li>1. Means a fraudulent instruction that: <ul style="list-style-type: none"> <li>a. is electronically sent to a financial institution that is not an <i>Insured</i>, at which the <i>Insured Entity</i> maintains an account;</li> <li>b. directs the transfer, payment, or delivery of <i>Money</i> or <i>Securities</i> from the <i>Insured Entity's</i> account;</li> <li>c. is purportedly sent by the <i>Insured Entity</i>;</li> <li>d. is sent by someone, other than an <i>Insured</i>; and</li> <li>e. is sent without the <i>Insured Entity's</i> knowledge or consent.</li> </ul> </li> <li>2. Does not include <i>Social Engineering Fraud</i>.</li> </ul>
<i>Impacted Parties.</i>	<p>Means the persons or entities whose <i>Confidential Information</i> was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorization.</p>
<i>Income Loss.</i>	<ul style="list-style-type: none"> <li>1. Means pretax net profit the <i>Insured Entity</i> did not earn, and net loss the <i>Insured Entity</i> incurred, because of a <i>First Party Event</i>. Continuing normal and necessary operating expenses and payroll are part of the pretax net profit or net loss calculation.</li> <li>2. Does not include:</li> </ul>

	<ol style="list-style-type: none"> <li>a. <i>Extra Expense</i>;</li> <li>b. contractual penalties;</li> <li>c. costs incurred to replace or improve a <i>Computer System</i> to a level of functionality beyond what existed prior to the <i>First Party Event</i>;</li> <li>d. costs incurred to identify or remediate <i>computer system</i> errors or vulnerabilities;</li> <li>e. interest or investment income; or</li> <li>f. <i>Loss</i> incurred due to unfavorable business conditions not related to the <i>First Party Event</i>.</li> </ol>
<i>Independent Contractor.</i>	Means a natural person, other than an <i>Employee</i> , while performing services for the <i>Insured Entity</i> under a written agreement.
<i>Insured.</i>	Means: <ol style="list-style-type: none"> <li>1. <i>Insured Persons</i>;</li> <li>2. <i>Insured Entities</i>; or</li> <li>3. for the Liability Insuring Agreements only, also includes <i>Additional Insureds</i>.</li> </ol>
<i>Insured Entity.</i>	Means: <ol style="list-style-type: none"> <li>1. the Named Insured; or</li> <li>2. <i>Subsidiaries</i>.</li> </ol>
<i>Insured Person.</i>	Means: <ol style="list-style-type: none"> <li>1. <i>Employees</i>;</li> <li>2. natural persons while: <ol style="list-style-type: none"> <li>a. officers;</li> <li>b. partners;</li> <li>c. the sole proprietor;</li> <li>d. in-house general counsel; or</li> <li>e. members of a board of directors, trustees, or governors, of the <i>Insured Entity</i>; or</li> </ol> </li> <li>3. for the Liability Insuring Agreements only, also includes <i>Independent Contractors</i>.</li> </ol>
<i>IT Provider.</i>	Means an entity while under a written agreement with the <i>Insured Entity</i> to provide it with: <ol style="list-style-type: none"> <li>1. hosted computer application services;</li> <li>2. cloud services or computing;</li> <li>3. electronic data hosting, back-up, storage, and processing;</li> <li>4. co-location services;</li> <li>5. platform-as-a-service; or</li> <li>6. software-as-a-service.</li> </ol>
<i>IT Provider Breach.</i>	Means: <ol style="list-style-type: none"> <li>1. unauthorized access to;</li> <li>2. use of authorized access to cause intentional harm to;</li> <li>3. a denial-of-service attack against; or</li> <li>4. the introduction of a <i>Virus</i> into, an <i>IT Provider's</i> computer system, resulting in total or partial interruption.</li> </ol>
<i>Loss.</i>	<ol style="list-style-type: none"> <li>1. Means: <ol style="list-style-type: none"> <li>a. <i>Defense Costs</i>;</li> <li>b. damages, judgments, settlements, or prejudgment or postjudgment interest, that an <i>Insured</i> is legally obligated to pay as a result of a <i>Claim</i>, including: <ol style="list-style-type: none"> <li>i. court awarded legal fees; and</li> </ol> </li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>ii. punitive or exemplary damages, or the multiple portion of a multiplied damage award, to the extent insurable under the most favorable applicable law;</li> <li>c. <i>Payment Card Contract Penalties</i>;</li> <li>d. for the Regulatory Proceedings Insuring Agreement, means <i>Regulatory Costs</i>; or</li> <li>e. for <i>First Party Insuring Agreements</i>, means <i>First Party Loss</i>.</li> </ul>
	<ul style="list-style-type: none"> <li>2. <i>Loss</i>, other than <i>Defense Costs</i>, does not include: <ul style="list-style-type: none"> <li>a. civil or criminal fines, penalties, sanctions, or taxes, except for: <ul style="list-style-type: none"> <li>i. <i>Payment Card Contract Penalties</i>; or</li> <li>ii. <i>Regulatory Costs</i>;</li> </ul> </li> <li>b. amounts uninsurable under applicable law;</li> <li>c. restitution, return, or disgorgement of any profits;</li> <li>d. liquidated damages in excess of the amount for which the <i>Insured</i> would be liable absent the liquidated damages provision of a contract; or</li> <li>e. the cost of complying with injunctive or nonmonetary relief.</li> </ul> </li> </ul>
<i>Media Act.</i>	<p>Means, in <i>Covered Material</i>:</p> <ul style="list-style-type: none"> <li>1. the unauthorized use of copyright, title, slogan, trademark, trade dress, service mark, domain name, logo, or service name;</li> <li>2. the unauthorized use of a literary or artistic format, character, or performance;</li> <li>3. a violation of an individual's right of privacy or publicity;</li> <li>4. defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or entity;</li> <li>5. the misappropriation of ideas under an implied contract;</li> <li>6. improper deep-linking or framing; or</li> <li>7. unfair competition, when alleged in connection with 1 through 6.</li> </ul>
<i>Merchant Service Agreement.</i>	<p>Means a contract between the <i>Insured Entity</i> and an acquiring bank, or other acquiring institution, that establishes the terms and conditions for accepting and processing payment card transactions.</p>
<i>Money.</i>	<ul style="list-style-type: none"> <li>1. Means: <ul style="list-style-type: none"> <li>a. currency, coins, or bank notes in circulation;</li> <li>b. bullion;</li> <li>c. <i>Virtual Currency</i>;</li> <li>d. traveler's checks;</li> <li>e. certified or cashier's checks; or</li> <li>f. money orders.</li> </ul> </li> <li>2. Does not include <i>Securities</i>.</li> </ul>
<i>Notification.</i>	<p>Means written notice to <i>Impacted Parties</i> about a <i>Privacy Breach</i> or <i>Security Breach</i>. Multiple <i>Notifications</i> about the same <i>Privacy Breach</i> or <i>Security Breach</i> are deemed one <i>Notification</i>.</p>
<i>Optional ERP.</i>	<p>Means an extended reporting period for the time shown in the Optional ERP Endorsement starting on the effective date this Coverage is:</p> <ul style="list-style-type: none"> <li>1. canceled; or</li> <li>2. not renewed.</li> </ul>
<i>Other Property.</i>	<p>Means tangible property, other than <i>Money</i> or <i>Securities</i> that has intrinsic value.</p>
<i>Payment Card Contract Penalties.</i>	<p>Means fines, penalties, or assessments imposed under a <i>Merchant Service Agreement</i> against an <i>Insured Entity</i> for noncompliance with <i>Payment Card Security Standards</i>.</p>

<i>Payment Card Security Standards.</i>	Means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the <i>Insured Entity</i> has agreed in a <i>Merchant Service Agreement</i> .
<i>Period Of Indemnity.</i>	Means the Period Of Indemnity shown in the CyberRisk Declarations. It begins on the earlier of the date of the first: <ol style="list-style-type: none"> <li>1. <i>Notification</i>; or</li> <li>2. <i>Adverse Media Report</i>, whichever is earlier.</li> </ol>
<i>Period Of Restoration.</i>	Means the period of time that begins after the <i>Wait Period</i> ends, and ends on the earlier of: <ol style="list-style-type: none"> <li>1. the expiration of the Period Of Restoration shown in the CyberRisk Declarations; or</li> <li>2. when the <i>Insured Entity's</i> business operations have been restored for a consecutive 24-hour period to the level of operation that existed immediately before the <i>First Party Event</i>.</li> </ol>
<i>Policy Period.</i>	Means the Policy Period shown in the Declarations, which is subject to the cancelation of this Policy.
<i>Pollutant.</i>	Means a solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
<i>Potential Claim.</i>	Means conduct or circumstances that could reasonably be expected to give rise to a <i>Claim</i> .
<i>Privacy And Security Act.</i>	Means: <ol style="list-style-type: none"> <li>1. the failure to prevent a <i>Privacy Breach</i>;</li> <li>2. the failure to destroy <i>Confidential Information</i>;</li> <li>3. a violation of law, when alleged in connection with 1 or 2;</li> <li>4. the failure to provide <i>Notification</i> required by law;</li> <li>5. the failure to comply with a <i>Privacy Policy</i>;</li> <li>6. the unauthorized, unlawful, or wrongful collection of <i>Confidential Information</i>; or</li> <li>7. the failure to prevent a <i>Security Breach</i>, directly resulting in the: <ol style="list-style-type: none"> <li>a. alteration or deletion of <i>Confidential Information</i>;</li> <li>b. transmission of a <i>Virus</i> into a computer or network system that is not a <i>Computer System</i>;</li> <li>c. participation in a denial-of-service attack directed against a computer or network system that is not a <i>Computer System</i>; or</li> <li>d. failure to provide an authorized user with access to a <i>Computer System</i>.</li> </ol> </li> </ol>
<i>Privacy Breach.</i>	Means the loss or theft of, or unauthorized access to or disclosure of, <i>Confidential Information</i> .
<i>Privacy Breach Notification Costs.</i>	Means reasonable costs or fees incurred or paid by an <i>Insured Entity</i> , voluntarily or as required by agreement or law, for: <ol style="list-style-type: none"> <li>1. printing and delivering notice to;</li> <li>2. providing credit or identity monitoring for up to 24 months, or longer where required by law, to;</li> <li>3. call center services for;</li> <li>4. the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or</li> <li>5. with the Insurer's prior written consent, other services to mitigate <i>Loss</i> or provide notice to, <i>Impacted Parties</i>, if recommended and provided by an <i>Approved Provider</i>.</li> </ol>
<i>Privacy Policy.</i>	Means the <i>Insured Entity's</i> publicly available written policies or procedures regarding <i>Confidential Information</i> .

<i>Public Relations Costs.</i>	Means reasonable costs or fees for public relations services recommended and provided by an <i>Approved Provider</i> to mitigate or prevent negative publicity resulting from a <i>Privacy And Security Act</i> or <i>Media Act</i> .
<i>Ransom.</i>	<ol style="list-style-type: none"> <li>Means: <ol style="list-style-type: none"> <li><i>Money</i>;</li> <li><i>Securities</i>; or</li> <li>the fair market value of property or services, paid or surrendered by, or on behalf of, the <i>Insured</i>, in direct response to a <i>Cyber Extortion Threat</i>.</li> </ol> </li> <li>Will be valued as of the date paid or surrendered.</li> </ol>
<i>Regulatory Costs.</i>	Means: <ol style="list-style-type: none"> <li>civil money fines;</li> <li>civil penalties; or</li> <li>amounts deposited in a consumer redress fund, imposed in a <i>Regulatory Proceeding</i>, to the extent insurable under the most favorable applicable law.</li> </ol>
<i>Regulatory Proceeding.</i>	Means an administrative or regulatory proceeding, or a civil investigative demand, brought by a domestic or foreign governmental entity.
<i>Reputation Harm.</i>	Means damage to the <i>Insured Entity's</i> reputation incurred during the <i>Period Of Indemnity</i> that results in <i>Income Loss</i> , other than the value of: <ol style="list-style-type: none"> <li>coupons;</li> <li>price discounts;</li> <li>prizes;</li> <li>awards; or</li> <li>consideration given by the <i>Insured</i> in excess of the contracted or expected amount.</li> </ol>
<i>Restoration Costs.</i>	<ol style="list-style-type: none"> <li>Means the reasonable amounts incurred or paid by the <i>Insured</i>, with the Insurer's prior written consent: <ol style="list-style-type: none"> <li>to restore or recover damaged or destroyed computer programs, software, or electronic data stored within a <i>Computer System</i>, to its condition immediately before a <i>Security Breach</i>; or</li> <li>to determine that such computer programs, software, or electronic data cannot reasonably be restored or recovered.</li> </ol> </li> <li>Does not include: <ol style="list-style-type: none"> <li>costs to recover or replace computer programs, software, or electronic data that the <i>Insured</i> did not have a license to use;</li> <li>costs to design, update, or improve the operation of computer programs or software;</li> <li>costs to recreate work product, research, or analysis; or</li> <li>wages, benefits, or overhead of the <i>Insured</i>.</li> </ol> </li> </ol>
<i>Run-Off Period.</i>	Means the period starting on the date of the <i>Change Of Control</i> to the end of the <i>Policy Period</i> .
<i>Securities.</i>	Means written agreements representing <i>Money</i> or property, other than <i>Virtual Currency</i> .
<i>Security Breach.</i>	Means: <ol style="list-style-type: none"> <li>the unauthorized access to;</li> <li>the use of authorized access to cause intentional harm to;</li> <li>a denial-of-service attack against; or</li> <li>the introduction of a <i>Virus</i> into, a <i>Computer System</i>.</li> </ol>

<i>Social Engineering Fraud.</i>	Means intentionally misleading an <i>Employee</i> , by providing an instruction that: <ol style="list-style-type: none"> <li>1. is not made by an <i>Insured</i>;</li> <li>2. is purportedly from a <i>Vendor</i>, <i>Client</i>, or <i>Employee</i>;</li> <li>3. directs the <i>Employee</i> to transfer, pay, or deliver <i>Money</i> or <i>Securities</i>;</li> <li>4. contains a misrepresentation of material fact; and</li> <li>5. is relied upon by the <i>Employee</i>, believing the material fact to be true.</li> </ol>
<i>Subsidiary.</i>	Means: <ol style="list-style-type: none"> <li>1. an entity while the Named Insured owns more than 50% of the outstanding securities or voting rights representing the right to select the entity's board of directors, or functional equivalent;</li> <li>2. a nonprofit entity while the Named Insured exercises management control over such entity; or</li> <li>3. an entity while the Named Insured owns exactly 50%, as a joint venture, and while an <i>Insured Entity</i> controls the entity's management and operations under a written agreement.</li> </ol>
<i>System Failure.</i>	Means an accidental, unintentional, and unplanned total or partial interruption of a <i>Computer System</i> , not caused by: <ol style="list-style-type: none"> <li>1. a <i>Security Breach</i>; or</li> <li>2. a total or partial interruption of a third party computer system or network.</li> </ol>
<i>Telecom Charges.</i>	Means amounts charged to the <i>Insured Entity</i> by its telephone service provider.
<i>Telecom Fraud.</i>	Means the unauthorized access to, or use of, the <i>Insured Entity's</i> telephone system by a person or entity other than an <i>Insured Person</i> .
<i>Vendor.</i>	Means a person or entity that provides goods or services to the <i>Insured Entity</i> under an agreement.
<i>Virtual Currency.</i>	<ol style="list-style-type: none"> <li>1. Means a publicly available digital or electronic medium of exchange used and accepted as a means of payment.</li> <li>2. Does not include: <ol style="list-style-type: none"> <li>a. coupons;</li> <li>b. discounts;</li> <li>c. gift cards;</li> <li>d. rebates;</li> <li>e. reward points; or</li> <li>f. similar mediums of exchange.</li> </ol> </li> </ol>
<i>Virus.</i>	Means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.
<i>Wait Period.</i>	Means the Wait Period shown in the CyberRisk Declarations. It begins when a total or partial interruption to an <i>Insured Entity's</i> business operations is caused by a <i>First Party Event</i> . A separate <i>Wait Period</i> applies to each unrelated <i>First Party Event</i> .
<i>Wrongful Act.</i>	<ol style="list-style-type: none"> <li>1. Means any: <ol style="list-style-type: none"> <li>a. <i>Media Act</i>; or</li> <li>b. <i>Privacy And Security Act</i>.</li> </ol> </li> <li>2. All <i>Wrongful Acts</i> that share a common: <ol style="list-style-type: none"> <li>a. nexus;</li> <li>b. set of facts;</li> <li>c. circumstance;</li> <li>d. situation;</li> <li>e. event; or</li> <li>f. decision,</li> </ol> are deemed a single <i>Wrongful Act</i> that occurred at the time the first such <i>Wrongful Act</i> occurred. </li> </ol>

## Exclusions

<b>Assumed Liability.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <i>Loss</i> based upon or arising out of liability assumed by an <i>Insured</i>.</li> <li>2. This does not apply: <ol style="list-style-type: none"> <li>a. when the <i>Insured</i> would have been liable in the absence of such assumption of liability;</li> <li>b. to a <i>Claim for Payment Card Contract Penalties</i>; or</li> <li>c. to any privacy or confidentiality obligation that the <i>Insured</i> has agreed to under a <i>Privacy Policy</i> or nondisclosure agreement.</li> </ol> </li> </ol>
<b>Bodily Injury.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <i>Loss</i> for: <ol style="list-style-type: none"> <li>a. bodily injury;</li> <li>b. sickness;</li> <li>c. disease;</li> <li>d. death; or</li> <li>e. loss of consortium.</li> </ol> </li> <li>2. This does not apply to: <ol style="list-style-type: none"> <li>a. emotional distress;</li> <li>b. mental anguish;</li> <li>c. humiliation; or</li> <li>d. loss of reputation.</li> </ol> </li> </ol>
<b>Conduct.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <i>Loss</i> based upon or arising out of an <i>Insured's</i>: <ol style="list-style-type: none"> <li>a. intentionally dishonest or fraudulent act or omission; or</li> <li>b. willful violation of law or regulation.</li> </ol> </li> <li>2. This does not apply to: <ol style="list-style-type: none"> <li>a. <i>Defense Costs</i>; or</li> <li>b. <i>Loss</i> other than <i>Defense Costs</i>, unless a final nonappealable adjudication in the underlying action establishes such conduct occurred.</li> </ol> </li> <li>3. In applying this exclusion, knowledge or conduct of an <i>Insured</i> will not be imputed to another <i>Insured</i>, except that knowledge or conduct of an <i>Executive Officer</i> will be imputed to the <i>Insured Entity</i>.</li> </ol>
<b>Cyber Crime.</b>	<p>The Cyber Crime Insuring Agreements do not apply to:</p> <ol style="list-style-type: none"> <li>1. indirect or consequential loss;</li> <li>2. potential income, including interest and dividends, not realized by an <i>Insured</i> or <i>Client</i>;</li> <li>3. loss of confidential information;</li> <li>4. loss of intellectual property;</li> <li>5. loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, or other cards;</li> <li>6. loss resulting from a fraudulent instruction, if the sender or anyone acting in collusion with the sender, ever had authorized access to the <i>Insured's</i> password, PIN, or other security code;</li> <li>7. amounts the <i>Insured</i> incurs without a legal obligation to do so;</li> <li>8. loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud Insuring Agreement;</li> <li>9. loss resulting from the failure of any party to perform under any contract; or</li> <li>10. loss due to any nonpayment of, or default upon, any loan, extension of credit, or similar promise to pay.</li> </ol>
<b>Government Action.</b>	<p>The Insurer will not pay <i>Loss</i> based upon or arising out of:</p> <ol style="list-style-type: none"> <li>1. seizure;</li> <li>2. confiscation;</li> <li>3. nationalization;</li> </ol>

	<ol style="list-style-type: none"> <li>4. requisition; or</li> <li>5. destruction of property,</li> </ol> <p>by or under the order of domestic or foreign government authority.</p>
<b>Infrastructure.</b>	<p>The Insurer will not pay <i>Loss</i> based upon or arising out of a total or partial interruption or failure of any:</p> <ol style="list-style-type: none"> <li>1. satellite;</li> <li>2. electrical or mechanical system;</li> <li>3. electric, gas, water, or other utility;</li> <li>4. cable, telecommunications, or Internet service provider; or</li> <li>5. other infrastructure,</li> </ol> <p>except when such is under the <i>Insured's control</i>.</p>
<b>Insured vs. Insured.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <i>Loss</i> for a <i>Claim</i> brought by or on behalf of: <ol style="list-style-type: none"> <li>a. an <i>Insured</i>; or</li> <li>b. an entity that, at the time the <i>Wrongful Act</i> occurs, or the date the <i>Claim</i> is made: <ol style="list-style-type: none"> <li>i. is owned, operated, or controlled by any <i>Insured</i>; or</li> <li>ii. owns, operates, or controls any <i>Insured</i>.</li> </ol> </li> </ol> </li> <li>2. This does not apply to a <i>Claim</i>: <ol style="list-style-type: none"> <li>a. by an <i>Insured Person</i> for contribution or indemnity, if resulting from another covered <i>Claim</i>; or</li> <li>b. by or on behalf of an <i>Insured Person</i> or <i>Additional Insured</i> who did not commit or participate in the <i>Wrongful Act</i>.</li> </ol> </li> </ol>
<b>Intellectual Property.</b>	<p>The Insurer will not pay <i>Loss</i> based upon or arising out of an <i>Insured's</i> misappropriation, infringement, or violation of:</p> <ol style="list-style-type: none"> <li>1. copyrighted software;</li> <li>2. patent rights or laws; or</li> <li>3. trade secret rights or laws.</li> </ol>
<b>Labor Disputes.</b>	<p>The Insurer will not pay <i>Loss</i> under the Business Loss Insuring Agreements based upon or arising out of labor disputes.</p>
<b>Licensing And Royalties.</b>	<p>The Insurer will not pay <i>Loss</i> based upon or arising out of an obligation to pay licensing fees or royalties.</p>
<b>Ownership Rights.</b>	<p>The Insurer will not pay <i>Loss</i> based upon a <i>Claim</i> by, or on behalf of, an independent contractor, joint venturer, or venture partner arising out of disputes over ownership rights in <i>Covered Material</i>.</p>
<b>Physical Peril.</b>	<p>The Insurer will not pay <i>Loss</i> based upon or arising out of:</p> <ol style="list-style-type: none"> <li>1. fire, smoke, or explosion;</li> <li>2. lightning, wind, rain, or hail;</li> <li>3. surface water, waves, flood, or overflow of any body of water;</li> <li>4. earthquake, earth movement, or earth sinking;</li> <li>5. mudslide, landslide, erosion, or volcanic eruption;</li> <li>6. collapse, wear and tear, rust, corrosion, or deterioration;</li> <li>7. magnetic or electromagnetic fields;</li> <li>8. extremes of temperature or humidity; or</li> <li>9. any similar physical event or peril.</li> </ol>
<b>Pollution.</b>	<p>The Insurer will not pay <i>Loss</i> based upon or arising out of:</p> <ol style="list-style-type: none"> <li>1. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of a <i>Pollutant</i>; or</li> </ol>



	<ol style="list-style-type: none"> <li>a request, demand, order, or statutory, or regulatory requirement that an <i>Insured</i> or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess, the effects of, a <i>Pollutant</i>; or</li> <li>testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, a <i>Pollutant</i>.</li> </ol>
<b>Prior Acts.</b>	The Insurer will not pay <i>Loss</i> based upon or arising out of a <i>Wrongful Act</i> that occurs prior to the Retro Date shown in the CyberRisk Declarations.
<b>Prior Matters.</b>	<p>The Insurer will not pay <i>Loss</i> based upon or arising out of any fact, circumstance, situation, event, or <i>Wrongful Act</i>:</p> <ol style="list-style-type: none"> <li>that is, or reasonably would be regarded as, the basis for a <i>Claim</i> under the Liability Insuring Agreements about which any <i>Executive Officer</i> had knowledge prior to the Knowledge Date shown in the CyberRisk Declarations;</li> <li>that, prior to the Inception date shown in the Declarations, was the subject of any notice of claim, or circumstance, given by or on behalf of any <i>Insured</i> and accepted under any policy of insurance that this Coverage directly renews, replaces, or succeeds in time; or</li> <li>previously alleged in a civil, criminal, administrative, or regulatory proceeding against any <i>Insured</i> prior to the P&amp;P Date shown in the CyberRisk Declarations.</li> </ol>
<b>Property Damage.</b>	<ol style="list-style-type: none"> <li>The Insurer will not pay <i>Loss</i> under the Liability or Breach Response Insuring Agreements for the: <ol style="list-style-type: none"> <li>damage to;</li> <li>destruction of;</li> <li>loss of; or</li> <li>loss of use of,</li> </ol> any tangible property.</li> <li>The Insurer will not pay <i>Loss</i> under the Cyber Crime or Business Loss Insuring Agreements based upon or arising out of the: <ol style="list-style-type: none"> <li>damage to;</li> <li>destruction of;</li> <li>loss of; or</li> <li>loss of use of,</li> </ol> any tangible property, other than loss of <i>Other Property</i> covered under the Computer Fraud Insuring Agreement.</li> </ol>
<b>Securities Laws.</b>	<p>The Insurer will not pay <i>Loss</i> based upon or arising out of:</p> <ol style="list-style-type: none"> <li>a violation of a securities law or regulation; or</li> <li>except under the Cyber Crime Insuring Agreements: <ol style="list-style-type: none"> <li>the ownership of;</li> <li>the sale or purchase of; or</li> <li>the offer to sell or purchase, stock or other securities.</li> </ol> </li> </ol>
<b>Unlawful Collection.</b>	<ol style="list-style-type: none"> <li>The Insurer will not pay <i>Loss</i> based upon or arising out of a collection of <i>Confidential Information</i> in violation of law.</li> <li>This does not apply to <i>Defense Costs</i>.</li> </ol>
<b>Unsolicited Communications.</b>	<ol style="list-style-type: none"> <li>The Insurer will not pay <i>Loss</i> based upon or arising out of a violation of a law that restricts or prohibits unsolicited communications.</li> <li>This does not apply to a <i>Security Breach</i> under the Breach Response Insuring Agreements.</li> </ol>

- War.**
1. The Insurer will not pay *Loss* based upon or arising out of:
    - a. war, including undeclared or civil war;
    - b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
    - c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
  2. This does not apply to an actual or threatened attack against a *Computer System* with intent to cause harm, or further social, ideological, religious, political, or similar objectives, except when in support of 1a through 1c.

## Limits And Retentions

- |                             |   |
|-----------------------------|---|
| <b>Limits Of Insurance.</b> | <ol style="list-style-type: none"> <li>1. The most the Insurer will pay for all <i>Loss</i> is the CyberRisk Aggregate Limit shown in the CyberRisk Declarations.</li> <li>2. The most the Insurer will pay for all <i>Loss</i> under an Insuring Agreement is the applicable Limit for such Insuring Agreement shown in the CyberRisk Declarations; but:           <ol style="list-style-type: none"> <li>a. The most the Insurer will pay for all <i>Payment Card Contract Penalties</i> is the Payment Card Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Privacy and Security Limit.</li> <li>b. The most the Insurer will pay for all <i>Business Interruption Loss</i> that results from a <i>System Failure</i> is the System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Business Interruption Limit.</li> <li>c. Payment of <i>Loss</i> under the Dependent Business Interruption Insuring Agreement and Reputation Harm Insuring Agreement is within and will reduce, the remaining Business Interruption Limit.</li> <li>d. The most the Insurer will pay for all <i>Accounting Costs</i> is the Accounting Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Limit for the applicable Business Loss Insuring Agreement.</li> <li>e. If a Betterment Coparticipation percentage is shown in the CyberRisk Declarations, such percentage of <i>Betterment Costs</i> will be paid by the <i>Insured</i>. The Insurer will pay the remaining <i>Betterment Costs</i>, up to the Betterment Limit shown in the CyberRisk Declarations.</li> </ol> </li> <li>3. The most the <i>Insured</i> will pay for all <i>Loss</i> with respect to an <i>Additional Insured</i> is the limit agreed to in the agreement between such <i>Additional Insured</i> and the <i>Insured Entity</i>, or the applicable Limit shown in the CyberRisk Declarations, whichever is less.</li> <li>4. If the CyberRisk Declarations indicates that a Shared Limit applies, the most the Insurer will pay under all Shared Coverages is the Shared Limit shown in the Shared Limit Declarations.</li> <li>5. Once the CyberRisk Aggregate Limit or Shared Limit is exhausted, the premium is fully earned, and all obligations of the Insurer, including any duty to defend, will cease.</li> </ol> |
| <b>Retention.</b>           | <ol style="list-style-type: none"> <li>1. The Insurer will only pay <i>Loss</i> once the applicable Retention shown in the CyberRisk Declarations has been paid by the <i>Insured</i>.</li> <li>2. Except for the Betterment Insuring Agreement, if multiple Retentions apply to:           <ol style="list-style-type: none"> <li>a. a <i>Claim</i>;</li> <li>b. a <i>First Party Event</i>; or</li> <li>c. <i>Claims</i> and <i>First Party Events</i> that share a common nexus, set of facts, circumstance, situation, event, or decision,</li> </ol>           the <i>Insured</i> will not pay more than the amount of the largest applicable Retention.         </li> <li>3. The <i>Insured Person</i> is deemed indemnified by the <i>Insured Entity</i> to the extent permitted or required by law, written agreement, or the by-laws of the <i>Insured Entity</i>. For the Liability Insuring Agreements, no Retention will apply to an <i>Insured Person</i> if indemnification by the <i>Insured Entity</i> is:           <ol style="list-style-type: none"> <li>a. not permitted by law; or</li> <li>b. not possible due to the financial insolvency of such <i>Insured Entity</i>.</li> </ol> </li> </ol>  |

4. The Insurer may pay any amount of Retention. In such event, the *Insured* agrees to repay the Insurer such amounts.

## Other Conditions

<b>Allocation.</b>	<ol style="list-style-type: none"> <li>1. Subject to Other Conditions, Settlement, if an <i>Insured</i> incurs: <ol style="list-style-type: none"> <li>a. Loss jointly with others who are not covered for a <i>Claim</i>; or</li> <li>b. Loss covered and loss not covered by this Coverage because a <i>Claim</i> includes both covered and uncovered matters,</li> </ol> then the <i>Insured</i> and the Insurer will use their best efforts to allocate such amount between covered Loss and uncovered loss based upon the relative legal and financial exposures of the parties to covered and uncovered matters. </li> <li>2. If the CyberRisk Declarations shows that the Insurer has the duty to defend <i>Claims</i>, all <i>Defense Costs</i> will be allocated to covered Loss.</li> </ol>
<b>Cancellation And Nonrenewal.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will cancel this Coverage only if premium is not paid when due. If nonpayment occurs, the Insurer will give written notice of cancellation to the Named Insured. Unless payment is received in full within 20 days of the <i>Insured's</i> receipt of such notice, this Coverage will be canceled.</li> <li>2. The Named Insured may cancel any part of this Coverage by giving advanced written notice to the Insurer, stating when such cancellation will be effective.</li> <li>3. If any part of this Coverage is canceled, the Insurer will refund the unearned premium on a pro rata basis.</li> <li>4. The Insurer is not required to renew this Coverage upon its expiration. If the Insurer elects not to renew, it will provide the Named Insured written notice to that effect at least 60 days before the Expiration date shown in the Declarations.</li> </ol>
<b>Change Of Structure.</b>	<ol style="list-style-type: none"> <li>1. Under the Liability and Breach Response Insuring Agreements, if a <i>Change Of Control</i> occurs during the <i>Policy Period</i>, the coverage will continue for the <i>Run-Off Period</i>.</li> <li>2. Coverage during the <i>Run-Off Period</i> is only for <i>Wrongful Acts</i> or <i>First Party Events</i> occurring before such <i>Change Of Control</i>.</li> <li>3. Under the Cyber Crime and Business Loss Insuring Agreements, if an entity ceases to be an <i>Insured Entity</i> during the <i>Policy Period</i>, <i>First Party Loss</i> is only covered if: <ol style="list-style-type: none"> <li>a. such <i>First Party Loss</i> is sustained; and</li> <li>b. the applicable <i>First Party Event</i> is <i>Discovered</i>, prior to the time such entity ceased to be an <i>Insured Entity</i>.</li> </ol> </li> <li>4. The Named Insured may request to extend the time of the <i>Run-Off Period</i>.</li> </ol>
<b>Claim Defense.</b>	<ol style="list-style-type: none"> <li>1. If the CyberRisk Declarations shows that the Insurer has the duty to defend <i>Claims</i>, the Insurer: <ol style="list-style-type: none"> <li>a. has the right and duty to defend covered <i>Claims</i>, even if groundless or false;</li> <li>b. has the right to select defense counsel for such <i>Claims</i>; and</li> <li>c. has no duty to defend, or to continue to defend, <i>Claims</i> after the applicable Limit has been exhausted.</li> </ol> </li> <li>2. If the CyberRisk Declarations shows that the Insurer does not have the duty to defend <i>Claims</i>: <ol style="list-style-type: none"> <li>a. the <i>Insured</i> has the duty to defend <i>Claims</i>;</li> <li>b. the Insurer has the right to participate in the selection of defense counsel;</li> <li>c. the Insurer has the right to participate in the investigation, defense, and settlement of such <i>Claims</i>;</li> <li>d. subject to the applicable Limit, the Insurer will reimburse the <i>Insured</i> for <i>Defense Costs</i>;</li> <li>e. upon written request, the Insurer will advance <i>Defense Costs</i>; and</li> <li>f. advanced <i>Defense Costs</i> will be repaid to the Insurer to the extent that the <i>Insured</i> is not entitled to such payment.</li> </ol> </li> <li>3. With respect to a <i>Claim</i>, the <i>Insured</i> will not, without the Insurer's prior written consent:</li> </ol>

	<ol style="list-style-type: none"> <li>make an offer to settle, or settle, a <i>Claim</i>;</li> <li>admit liability; or</li> <li>except at the <i>Insured's</i> own cost, make a voluntary payment, pay or incur <i>Defense Costs</i> or other expense, or assume any obligation.</li> </ol>
<b>Cyber Crime And Business Loss Change.</b>	<p>The Cyber Crime and Business Loss Insuring Agreements will end upon:</p> <ol style="list-style-type: none"> <li>a <i>Change Of Control</i>; or</li> <li>the voluntary liquidation or dissolution of the Named Insured.</li> </ol>
<b>ERP – Automatic.</b>	<ol style="list-style-type: none"> <li>The <i>Automatic ERP</i> applies without additional premium.</li> <li><i>Claims</i> resulting from <i>Wrongful Acts</i> that occur prior to cancellation or nonrenewal can be reported to the Insurer during the <i>Automatic ERP</i>. Such <i>Claim</i> is deemed reported on the last day of the <i>Policy Period</i>.</li> <li>The most the Insurer will pay for <i>Loss</i> resulting from <i>Claims</i> reported during the <i>Automatic ERP</i> is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancellation or nonrenewal.</li> </ol>
<b>ERP – Optional.</b>	<ol style="list-style-type: none"> <li>The Named Insured may elect to purchase an <i>Optional ERP</i> shown in the CyberRisk Declarations for any reason other than nonpayment of premium. The <i>Optional ERP</i> will only take effect if: <ol style="list-style-type: none"> <li>the Insurer receives written notice of such election no later than 90 days after cancellation or nonrenewal; and</li> <li>the additional premium for the <i>Optional ERP</i> is paid when due.</li> </ol> </li> <li><i>Claims</i> or <i>Potential Claims</i> resulting from <i>Wrongful Acts</i> that occur prior to cancellation or nonrenewal can be made and reported to the Insurer during the <i>Optional ERP</i>. Such <i>Claim</i> or <i>Potential Claim</i> is deemed reported on the last day of the <i>Policy Period</i>.</li> <li>For the Computer And Legal Experts, Privacy Breach Notification, and Public Relations Insuring Agreements, <i>First Party Loss</i> that results from a <i>First Party Event</i> occurring prior to cancellation or nonrenewal can be <i>Discovered</i> during the <i>Optional ERP</i>. Such <i>First Party Event</i> is deemed <i>Discovered</i> on the last day of the <i>Policy Period</i>.</li> <li>The premium due for the <i>Optional ERP</i> is shown in the CyberRisk Declarations. Such premium is fully earned at the start of the <i>Optional ERP</i>.</li> <li>The most the Insurer will pay for <i>Loss</i> resulting from <i>Claims</i> made, or <i>First Party Events Discovered</i>, during the <i>Optional ERP</i> is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancellation or nonrenewal.</li> <li>When the <i>Optional ERP</i> applies, it replaces the <i>Automatic ERP</i>.</li> </ol>
<b>Extended Discovery Period.</b>	<p>For the <i>First Party Insuring Agreements</i>, the <i>Insured</i> has an extended period of time to <i>Discover</i> a <i>First Party Loss</i> arising out of a <i>First Party Event</i> that occurred prior to the effective date of cancellation. Such <i>First Party Event</i> will be deemed <i>Discovered</i> on the last day of the <i>Policy Period</i>. This period begins on the effective date such <i>First Party Insuring Agreement</i> is canceled. It ends on the earlier of:</p> <ol style="list-style-type: none"> <li>90 days; or</li> <li>the effective date of similar coverage purchased by the <i>Insured</i>, even if such insurance does not provide coverage for loss sustained prior to its effective date.</li> </ol>
<b>Income Loss Appraisal.</b>	<p>If, after submission of the Proof of Loss, the Insurer and <i>Insured</i> do not agree on the amount of <i>Income Loss</i>, each party will select an appraiser. If the appraisers do not agree, they will select an umpire. Each appraiser will submit the amount of <i>Income Loss</i> to the umpire. Agreement by the umpire and at least one of the appraisers as to the amount of <i>Income Loss</i> is binding.</p> <p>Each party will:</p> <ol style="list-style-type: none"> <li>pay its own appraiser, except when covered as <i>Accounting Costs</i>, and</li> <li>share the fees and costs of the umpire equally.</li> </ol>

- Notice Of Claim.**
1. If an *Insured* gives the Insurer written notice of a *Potential Claim* during the *Policy Period*, or any extended reporting period, then a *Claim* subsequently arising from such *Potential Claim* will be deemed made on the last day of the *Policy Period*. Such notice must include a description of the anticipated allegations of *Wrongful Acts*, potential damages, and the names of potential claimants and *Insureds* involved.
  2. Once an *Executive Officer* becomes aware that a *Claim* has been made, the *Insured* must give the Insurer written notice of such *Claim* as soon as practicable. If such *Claim* involves facts that are subject to a court order or law enforcement hold, the *Insured* must give the Insurer written notice of such *Claim* as soon as practicable once such order or hold is not in effect. Such notice must include a copy of the *Claim* or description of its particulars.
  3. All notices under this section must be sent to the Insurer at an address shown in the Declarations.

- Notice Of First Party Event.**
1. Upon the *Discovery* of a *First Party Event*, the *Insured* must give the Insurer written notice of the particulars of such event, as soon as practicable.
  2. If such *First Party Event* causes *First Party Loss* under the Cyber Crime or Business Loss Insuring Agreements in an amount more than 25% of the applicable Retention, the *Insured* must:
    - a. give the Insurer a detailed, sworn Proof of Loss within 120 days;
    - b. submit to an examination Under Oath, and give the Insurer a signed statement of the *Insured's* answers; and
    - c. notify law enforcement, if such *First Party Event* violates law.
  3. Demands for payment of *First Party Loss* must be provided to the Insurer by the *Insured Entity*.
  4. All notices and demands must be sent to the Insurer at an address shown in the Declarations.

- Other Insurance.**
1. The Breach Response and Business Loss Insuring Agreements are primary insurance.
  2. The Liability and Cyber Crime Insuring Agreements are excess over, and will not contribute with, any other valid and collectible insurance available to the *Insured*. This applies even if such other insurance is stated to be primary, excess, or otherwise, unless such other insurance states by specific reference that it is excess over this Coverage.

- Property Covered.**
- Coverage under the Cyber Crime Insuring Agreements is limited to property:
1. the *Insured Entity*:
    - a. owns;
    - b. leases; or
    - c. holds for others; or
  2. for which the *Insured Entity* is legally liable, except property located inside premises of the *Insured Entity's* client or such client's financial institution.

- Recovery And Subrogation.**
1. The Insurer has no duty to recover amounts paid under this Coverage.
  2. Amounts recovered from a third party, less costs incurred in obtaining such recovery, will be applied in this order:
    - a. to the Insurer for any Retention it paid on behalf of an *Insured*;
    - b. to the *Insured* for *Loss* the Insurer did not pay because the applicable Limit was exhausted;
    - c. to the Insurer for *Loss* it paid;
    - d. to the *Insured* for any Retention it paid; and then
    - e. to the *Insured* for any uncovered loss it paid.
  3. Recoveries do not include amounts from insurance or reinsurance.
  4. The Insurer is subrogated to, and the *Insured* must transfer to the Insurer, all of the *Insured's* rights of recovery against any person or organization for *Loss* the Insurer has paid under this Coverage. The *Insured* agrees to:
    - a. execute and deliver instruments and papers;
    - b. do everything necessary to secure such rights; and
    - c. will do nothing to impair or prejudice those rights.
  5. Subrogation will not apply if the *Insured*, prior to the date of a *Wrongful Act* or a *First Party Event*, waived its rights to recovery.

	6. Any of the <i>Insured Entity's</i> property that the Insurer pays for becomes the Insurer's property.
<b>Related Claims.</b>	Multiple <i>Claims</i> arising out of the same <i>Wrongful Act</i> are a single <i>Claim</i> that is deemed first made on the date the earliest of such <i>Claims</i> is made, whether before or during the <i>Policy Period</i> .
<b>Representations.</b>	<ol style="list-style-type: none"> <li>1. The Insurer has issued this coverage in reliance on the accuracy and completeness of the representations that the <i>Insured</i> made to the Insurer.</li> <li>2. If any such representation is untrue, and: <ol style="list-style-type: none"> <li>a. was material to the acceptance of the risk; and</li> <li>b. is material to a covered <i>Loss</i>,</li> </ol> then this coverage will not apply to such <i>Loss</i> with respect to: <ol style="list-style-type: none"> <li>i. an <i>Insured Person</i> who knew; or</li> <li>ii. an <i>Insured Entity</i>, if an <i>Executive Officer</i> knew,</li> </ol> that such representation was untrue on the Inception date shown in the Declarations.</li> </ol>
<b>Settlement.</b>	<p>The Insurer may, with the written consent of the <i>Insured</i>, settle a <i>Claim</i>. If the Insurer and claimant agree to settle a <i>Claim</i> but the <i>Insured</i> withholds its consent, the <i>Insured</i> will be responsible for 20% of all:</p> <ol style="list-style-type: none"> <li>1. <i>Defense Costs</i> incurred after the date the <i>Insured</i> withheld its consent; and</li> <li>2. <i>Loss</i>, other than <i>Defense Costs</i>, in excess of such settlement offer.</li> </ol>
<b>Subsidiaries.</b>	<p>If a <i>Subsidiary</i> is acquired or created by an <i>Insured Entity</i> during the <i>Policy Period</i>, and its revenues are:</p> <ol style="list-style-type: none"> <li>1. less than 35% of the total annual revenues of such <i>Insured Entity</i>, then it will be covered for <i>Wrongful Acts</i> or <i>First Party Events</i> that occur after its acquisition or creation; or</li> <li>2. are at least 35% of the total annual revenues of such <i>Insured Entity</i>, then it will be covered for: <ol style="list-style-type: none"> <li>a. <i>Wrongful Acts</i> that occur after its acquisition or creation, for <i>Claims</i> made; or</li> <li>b. <i>First Party Events</i> that occur after its acquisition or creation and that are <i>Discovered</i> and reported,</li> </ol> within 90 days of its acquisition or creation, or the end of the <i>Policy Period</i>, whichever is earlier. Additional coverage may be negotiated at the time of acquisition or creation.</li> </ol>
<b>Suits Against The Insurer – Cyber Crime.</b>	<p>The <i>Insured Entity</i> may not bring any legal action against the Insurer involving a <i>First Party Event</i> covered under the Cyber Crime Insuring Agreements:</p> <ol style="list-style-type: none"> <li>1. until 60 days after the <i>Insured Entity</i> has filed Proof of Loss; and</li> <li>2. unless such legal action is brought within two years from the date the <i>Insured Entity</i> <i>Discovers</i> the <i>First Party Event</i>.</li> </ol>
<b>Valuation Under First Party Insuring Agreements.</b>	<ol style="list-style-type: none"> <li>1. <i>Money</i>, except <i>Virtual Currency</i>, is valued in the U.S. dollar equivalent determined at the rate of exchange published by <u>The Wall Street Journal</u>: <ol style="list-style-type: none"> <li>a. for the Cyber Crime Insuring Agreements, on the date the <i>First Party Event</i> was <i>Discovered</i>; and</li> <li>b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of <i>First Party Loss</i>.</li> </ol> </li> <li>2. <i>Securities</i> are valued at market value as of the close of business on the date the <i>First Party Event</i> was <i>Discovered</i>; and at its discretion, the Insurer will: <ol style="list-style-type: none"> <li>a. pay the <i>Insured Entity</i> such value;</li> <li>b. replace such <i>Securities</i> in kind, in which case the <i>Insured Entity</i> must assign to the Insurer all rights, title, and interest in such <i>Securities</i>; or</li> <li>c. pay the cost of a Lost Securities Bond required when issuing duplicates of the <i>Securities</i>. Such Lost Securities Bond will have a penalty no more than the value of the <i>Securities</i> at the close of business on the date the <i>First Party Event</i> was <i>Discovered</i>.</li> </ol> </li> </ol>

3. *Virtual Currency* is valued in the U.S. dollar equivalent determined at the rate of exchange:
  - a. for the Cyber Crime Insuring Agreements, on the date the *First Party Event* was *Discovered*; and
  - b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of *First Party Loss*.
4. *Other Property* is valued for the lesser of:
  - a. the actual cash value of the *Other Property* on the date the *First Party Event* was *Discovered*; or
  - b. the cost to replace *Other Property* with comparable property, but only after such property is actually replaced.

## Dependent Business Interruption – System Failure Endorsement

This endorsement changes the CyberRisk Coverage.

---

There are four changes described below:

1. The following is added to **Business Loss Insuring Agreements, Dependent Business Interruption**:

The Insurer will also pay the *Insured* for its *Business Interruption Loss*, directly caused by an *IT Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions, First Party Event**:

Includes an *IT Provider System Failure*.

3. The following is added to **Definitions**:

*IT Provider System Failure*. Means an accidental, unintentional, and unplanned total or partial interruption of an *IT Provider's* computer system not caused by an *IT Provider Breach*.

4. The following is added to **Limits and Retentions, Limit of Insurance, 2**:

The most the Insurer will pay for *Business Interruption Loss* that results from an *IT Provider System Failure* is the Dependent Business Interruption - System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Dependent Business Interruption Limit.



There are three changes described below:

1. The following is added to **Cyber Crime Insuring Agreements**:

**Conviction Reward.** The Insurer will pay the *Insured Entity* for *Conviction Reward Costs* following a *First Party Event* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions**:

*Conviction Reward Costs.* Means the reasonable amount paid by the *Insured Entity*, with the Insurer's prior written consent, for information that leads to the arrest and conviction of a natural person responsible for a *First Party Event*.

3. The following is added to the **CyberRisk Declarations**:

	<b>Limit</b>	<b>Retention</b>
Conviction Reward:	\$25,000	0

There are three changes described below:

1. The following is added to **Definitions, Extra Expense**:

Includes such reasonable costs incurred by the *Insured Entity*, with the Insurer's written consent, to replace any *Bricked Equipment* with functionally equivalent equipment, if such *Bricked Equipment* is inoperable:

1. directly as a result of a *Security Breach*; and
2. if reasonable attempts to restore such *Bricked Equipment* fail.

Such costs may include newer versions or models of such *Bricked Equipment*.

2. The following is added to **Definitions**:

*Bricked Equipment*. Means any inoperable computer, input, output, processing, storage, or communication device:

1. owned by;
2. leased to;
3. licensed to; or
4. under the direct operational control of,  
the *Insured Entity*, or an *Insured Person*, while authorized by, and transacting business on behalf of, the *Insured Entity*.

3. The following is added to **Exclusions, Property Damage 2**:

This does not apply to *Business Interruption Loss* resulting from the loss of use of a *Computer System*.

This endorsement changes the CyberRisk Coverage.

---

There are ten changes described below:

1. The following is added to **Cyber Crime Insuring Agreements**:

**Vendor Or Client Payment Fraud.**

The Insurer will pay the *Insured Entity* for *Vendor Or Client Payment Fraud Loss* that arises out of a *Security Breach* that is discovered during the Policy Period.

2. The following is added to **Definitions**:

*Vendor Or Client Payment Fraud.* Means an instruction that intentionally misleads a *Vendor* or *Client*, when such instruction:

1. is not made by an *Insured*;
2. is purportedly from an *Insured*;
3. directs such *Vendor* to perform services or deliver goods, or such *Client* to deliver payment to, an unintended recipient;
4. contains a misrepresentation of material fact; and
5. is relied upon by such *Vendor* or *Client*, believing the material fact to be true.

*Vendor Or Client Payment Fraud Loss.* Means:

1. Money owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive; directly caused by *Vendor Or Client Payment Fraud*.

3. The following is added to **Definitions, Computer Fraud**:

Does not include *Vendor Or Client Payment Fraud*.

4. The following is added to **Definitions, First Party Event**:

Includes *Vendor Or Client Payment Fraud*.

5. The following is added to **Definitions, First Party Loss**:

Includes *Vendor Or Client Payment Fraud Loss*.

6. The following is added to **Definitions, Funds Transfer Fraud**:

Does not include *Vendor Or Client Payment Fraud*.

7. The following replaces **Exclusions, Cyber Crime, 8**:

loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud or the Vendor Or Client Payment Fraud Insuring Agreements.

8. The following is added to **Other Conditions, Property Covered**:

This does not apply to the Vendor Or Client Payment Fraud Insuring Agreement.

9. The following is added to **Other Conditions**:

**Property Covered – Vendor Or Client Payment Fraud**

Coverage under the Vendor Or Client Payment Fraud Insuring Agreement is limited to:

1. Money owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive.

10. The following is added to the Declarations:

Vendor Or Client Payment Fraud Limit  
\$100,000

Vendor Or Client Payment Fraud Retention  
\$5,000

This endorsement changes the following:

CyberRisk

## Multiple Increases - Limits Endorsement

The following is added to **Limits And Retentions**:

### Increased Limits.

For the specified Insuring Agreement, the portion of the applicable Limit shown in the applicable Declarations that is Limit 1 excess of Limit 2 as shown below, any corresponding Knowledge, P&P, or Retro Date shown below will apply.

Insuring Agreement	Limit 1	Limit 2	Knowledge Date	P&P Date	Retro Date
Privacy and Security	\$2,000,000	\$1,000,000	9/19/2019	9/19/2019	
Media	\$2,000,000	\$1,000,000	9/19/2019	9/19/2019	
Regulatory Proceedings	\$2,000,000	\$1,000,000	9/19/2019	9/19/2019	
Privacy Breach Notification	\$2,000,000	\$1,000,000	9/19/2019	9/19/2019	
Computer and Legal Experts	\$2,000,000	\$1,000,000	9/19/2019	9/19/2019	
Data Restoration	\$2,000,000	\$1,000,000	9/19/2019	9/19/2019	
Public Relations	\$2,000,000	\$1,000,000	9/19/2019	9/19/2019	

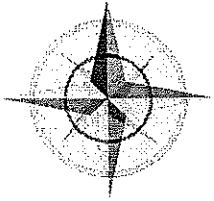
Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106895900

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Page 1 of 1



Strategies for Coordinating  
Overdose Prevention Efforts  
(SCOPE) ▲

# Lackawanna County

Diversion Program



University of  
Pittsburgh

School of  
Pharmacy

PERU

FUNDING PROVIDED BY: Pennsylvania Department of Drug and Alcohol Programs

RECEIVED

OCT 13 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

# Grant Overview

Project Period: January 2020 – September 2020

- Possibility of 1-year renewal

Awarded Office: Lackawanna/Susquehanna Office of Drug and Alcohol Programs

Project Partners: Lackawanna County District Attorney's Office, Lackawanna County Court of Common Pleas, Scranton Police Department, PERU

# Objective Overview

Objective 1: The Implementation Team will establish a comprehensive diversion policy. (2/20)

Objective 2: The Implementation Team will establish a single, 24-hour referral pathway for Scranton PD. (3/20)

Objective 3: The Implementation Team will establish a training plan for SPD officers. (3/20)

Objective 4: The Implementation Team will install the diversion program to connect participants to treatment in lieu of incarceration. (4/20)



# Objectives and Measurable Outcomes

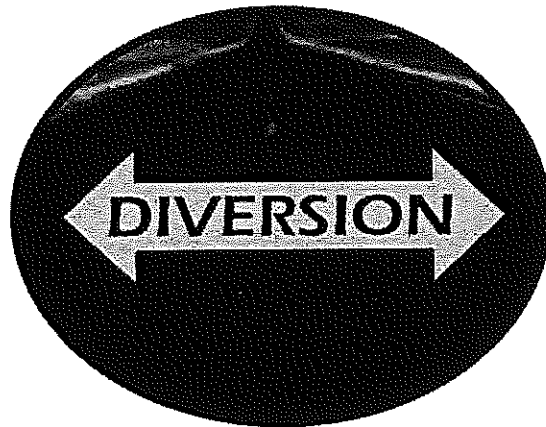
Objective 1: The Implementation Team will establish a comprehensive diversion policy.

- The policy will be made available for other law enforcement agencies in Lackawanna County.

MO 1: Diversion policy established and signed by all parties.

# Objective 1 Action

- Identify eligible offenses and circumstances
- Decide point(s) of diversion within criminal justice system
- Define compliance requirements

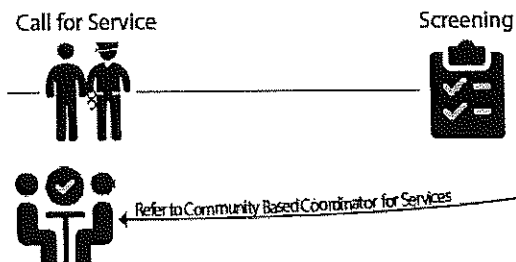


# Objectives and Measurable Outcomes

Objective 2: The Implementation Team will establish a single, 24-hour referral pathway for Scranton PD.

- The pathway will be made available for other law enforcement agencies in Lackawanna County.

MO 2: Referral pathway established and used.



## Objective 2 Action

- Establish communication plan with project partners
  - MAT providers of 3 FDA approved forms (methadone, buprenorphine, naltrexone)
  - Mental health providers
  - Physical health providers
  - Non-treatment resources (housing, transportation, childcare, vocational training, etc.)
- Create data collection instrument specific to diversion program
  - Data points to be collected

# Objectives and Measurable Outcomes

Objective 3: The Implementation Team will establish a training plan for SPD officers.

- PERU will train SPD in:
  - Pathophysiology of addiction.
  - Trauma-informed care.
  - Motivational interviewing.
  - Diversion implementation and recognition of potential substance use disorder.

MO 3: 95% of SPD officers will be trained.

## Objective 3 Action

- Schedule trainings with SPD to accommodate officer schedules
- Train new Implementation Team staff as needed



# Objectives and Measurable Outcomes

Objective 4: The Implementation Team will install the diversion program to connect participants to treatment in lieu of incarceration.

MO 4: 100% of arrestees with SUD/ODD will be informed of diversion opportunity, of which 60% will be eligible and 70% of those eligible accept entry.

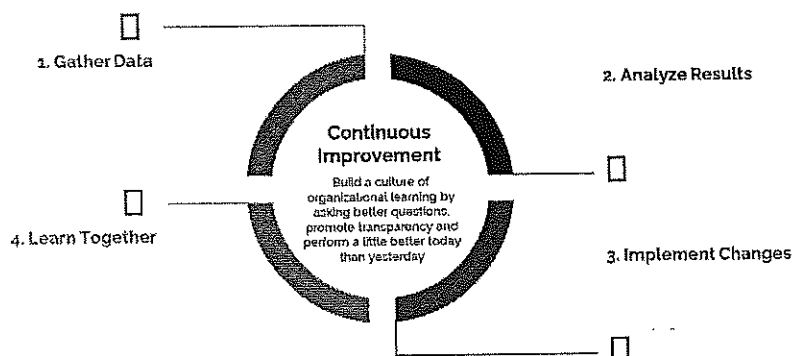
MO 5: 100% of enrolled participants gain access to treatment services.

MO 6: 100% of enrolled participants gain access to some form of non-treatment resource.

MO 7: 80% of participants will successfully complete the program.

## Objective 4 Action

- Establish Information sharing protocol to ensure real-time data
- Collect and share data with Implementation Team
- Undergo process improvement as the system learns





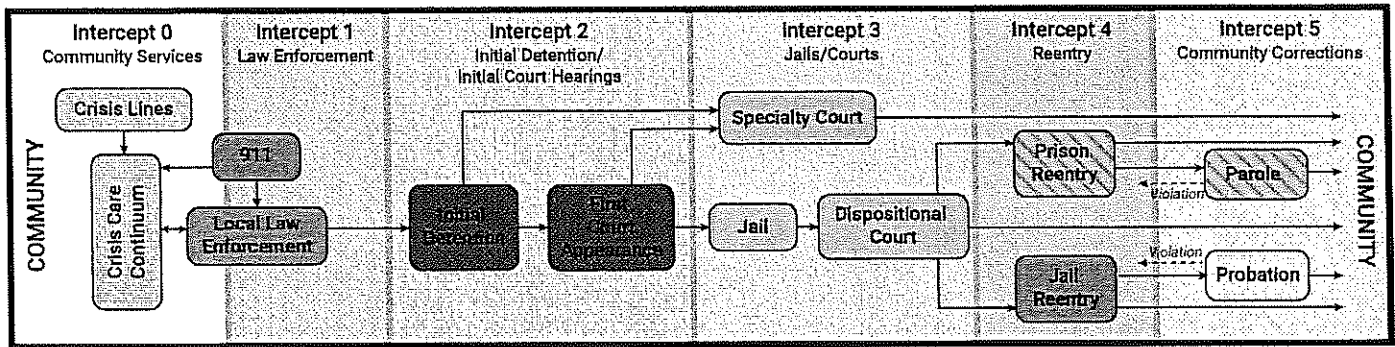
# Outcomes in Lackawanna County

- Increase the number of individuals with SUD/ODD who receive treatment
- Decrease SUD/ODD prevalence
- Decrease in incarceration time for low-level, substance-related crimes
- Decrease criminal justice costs
- Increase public health/public safety collaboration and knowledge
- Criminal justice system reform

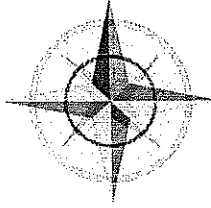
# Sequential Intercept Model

- Designed to capture all intercept points between individuals and the criminal justice system
- Comprehensive layout of existing programs and used to identify gaps, missed connections, and opportunities for improvement

# Sequential Intercept Model



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# Strategies for Coordinating Overdose Prevention Efforts (SCOPE) ▲



University of  
Pittsburgh

School of  
Pharmacy

PERU

FUNDING PROVIDED BY: Pennsylvania Department of Drug and Alcohol Programs

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**LACKAWANNA COUNTY FRESH START DIVERSIONARY PROGRAM  
PROGRAM DESCRIPTION**

OFFICE OF CITY  
COUNCIL/CITY CLERK

**Mission**

The Fresh Start Diversionary Program (FSDP) of Lackawanna County, Pennsylvania was designed to evaluate substance use disorder (SUD) and mental health issues faced by low-level criminal offenders in Scranton, Pennsylvania and provide treatment and recovery resources for these individuals in lieu of prosecution and prison time. This program connects the Lackawanna County District Attorney's Office (the DA's Office), Lackawanna County Court of Common Pleas (LCCCP), and Scranton Police Department (SPD) with Lackawanna-Susquehanna Offices of Drug and Alcohol Programs (LSODAP) to provide an opportunity for program participants to achieve optimal health and well-being. Individuals will be connected to SUD treatment and supported through their SUD recovery. Lackawanna County is committed to stopping the recurring pattern of criminal behavior associated with SUD and reducing overdose deaths in the community.

FSDP will serve as both a pre- and post-arrest deflection program where low-level offenders can enter treatment immediately rather than follow the stages of the criminal process. Police officers responding to calls will be trained to identify individuals who may be suffering from substance use or mental health disorders and refer them to the appropriate treatment resources. Officers interacting with these individuals will maintain a professional and understanding demeanor, while continuing to take any enforcement actions deemed necessary within their sound discretion and in the scope of their duties as police officers.

**Influences**

Lackawanna County began a Drug Treatment Court in 2000 to serve as an intensive diversionary program for individuals who commit serious misdemeanors and felonies while under the influence of drugs or suffering from mental health disorders. The goal of Drug Treatment Court is to change – rather than punish – addictive behaviors. Since its inception, Drug Treatment Court has been highly successful in holding individuals accountable for their offenses while providing treatment to ensure sustainable sobriety.

Despite Drug Treatment Court's wide-ranging success, the program does not accommodate low-level offenders who suffer from the same addictions as those faced by Drug Treatment Court participants. In an effort to offer treatment to low-level offenders as quickly as possible, LCCCP, the DA's Office, SPD, and LSODAP wish to create and expand the diversionary program to include low-level offenders through the creation and implementation of FSDP. The DA's Office, SPD, and the University of Pittsburgh's Program Evaluation and Research Unit (PERU) assisted LSODAP in procuring a grant through the Department of Drug and Alcohol Programs (DDAP) to expand court services to include lower-level crimes.

**Program Overview**

A low-level criminal offender may seek admittance into FSDP in two (2) ways:

## **1. Self-Referral**

A citizen of the City of Scranton may voluntarily enter the DA's Office or SPD and request help for his or her SUD or mental health issues without the fear of arrest. If the individual appears at either location voluntarily but possesses illegal drugs or paraphernalia on his or her person, the individual will not be charged with a crime or prosecuted for such possession. The illegal drugs or paraphernalia, however, will be confiscated and destroyed. The individual will not be questioned regarding the drugs or paraphernalia, drug intelligence, or any other effort that may undermine the program's purpose of providing assistance to low-level offenders with SUD and/or a mental health disorder. Participation in this program is completely optional and an individual who elects not to continue with program screening will be allowed to leave at any time with no charges being filed.

## **2. Diversion**

FSDP was designed to divert low-level offenders (see Appendix D) in Scranton, Pennsylvania who may suffer from SUD and/or mental health disorders into contact with LSODAP, Lackawanna County's Single County Authority, for treatment and recovery resources rather than jail and prosecution. Referral is made at the post-arrest stage in the hopes that the participant will receive an immediate level of care assessment and subsequent treatment and non-treatment services. Review of an existing Sequential Intercept Model created in 2014 by the Pennsylvania Mental Health and Justice Center of Excellence identified diversion for low-level offenders as a gap in the criminal justice system. This policy is intended to create a pathway to rehabilitation and recovery, increase connectivity among sectors within the Lackawanna County criminal justice system, and augment existing services available in the County. Oversight will also include monitoring of program participation, costs and savings.

## APPENDIX A

### TRACK 1: SELF-REFERRAL PROTOCOL

The responding officer will perform the follow certain steps upon meeting an individual who requests assistance with referral to SUD treatment services:

- a) Greet the individual and express support for the individual seeking help;
- b) Search the individual and his or her property;
- c) If the responding officer discovers that the individual is in medical distress at any time during the program screening, the officer will call EMS personnel to respond as in any medical emergency;
- d) Receive and document any illegal drugs or paraphernalia that the individual voluntarily turns over;
- e) Submit such illegal drugs or paraphernalia into evidence for proper disposal;
- f) Contact the FSDP program manager from LSODAP <<Insert Phone Number>> and assign an officer to monitor the individual while the case manager is en route to SPD or the DA's Office. The individual may remain in the front lobby of either the DA's Office or SPD until the case manager arrives. The case manager will then meet with the individual in an interview room or will speak to the individual on the telephone for determine appropriateness of treatment;
- g) Make sure the individual completes the Participant Authorization form (See Appendix E);
- h) Perform a criminal history, background and warrant check to determine if the individual is eligible for participation in FSDP;
- i) If necessary due to mental health crisis, such as harm to oneself or others, an SPD officer will contact the Scranton Counseling Center at 570-348-6100 and will ask for SCC Mobile Crisis to assist with the mental health disorder.
- j) If a treatment bed is not immediately available, the individual will be given treatment resources, including the after-hours number for LSODAP and will be contacted by the LSODAP case manager the next day to continue the treatment bed search.

## **APPENDIX B**

### **TRACK 2: POST-ARREST DIVERSION PROTOCOL**

1. On the day of arrest, SPD will:

- a. Process the individual;
- b. Receive consent via the Authorization Form from the individual to contact LSODAP and share personal information;
- c. Contact LSODAP by phone to inform them of a potentially eligible individual and prompt them to schedule an SUD assessment;
- d. FSDP establishes a 24-7 phone connection with LSODAP. SPD and the DA's Office will provide LSODAP with relevant Nexus information for participant information sharing.
- e. Share processing and SUD information with the DA's Office and LCCCP for determination of FSDP eligibility prior to arraignment.
- f. Email the SPD-FSDP liaison informing them of this interaction.

When possible, eligibility will be determined before or during processing. If the arrestee is taken to jail, receiving an initial screen will be a condition of posting bail. The screen will be administered in accordance with LSODAP, the Single County Authority (SCA) best practice. SPD will enter booking information onto Nexus to be shared with LSODAP and will send arrest sheets to the DA. An arrestee who agrees to become an FSDP participant will have their personal and criminal information shared with LSODAP and can use the pre-trial period to begin treatment and case management services with LSODAP.

2. Once LSODAP receives a call from SPD, a Case Manager, within 24 hours, will:

- a. Administer a Risk Assessment and Level of Care (LOC) Assessment with clinical integrity using ASAM criteria in accordance with DDAP's treatment manual;
- b. Provide immediate case management services;
- c. Provide access to counseling and treatment, including the three FDA-approved forms of Medication Assisted Treatment (MAT), and;
- d. Facilitate referrals to additional recovery resources.

The Case Manager will facilitate appropriate referrals to SUD treatment and other services as needed. The services of Case Managers and Certified Recovery Specialists (CRS) will include but will not be limited to: providing oversight of FSDP compliance,



assisting program participants with referrals to providers of mental health, physical health, and psychosocial services, facilitating changes in level of care, helping clients adhere to appointments, and providing guidance about the recovery process. The Case Manager will then be responsible for comprehensive case management oversight of all aspects of the individual's services. Oversight will also include monitoring of program participation, costs, and savings. The Pennsylvania Department of Drug and Alcohol Programs oversees proper referral and monitoring practices. The Case Manager will review the Participant Authorization form and meet with the participant to perform a Risk Assessment and Drug Assessment/Evaluation. If the participant is in need of treatment following a clinical evaluation, the Case Manager will coordinate the care with a drug treatment provider. Finally, the Case Manager will make sure that the participant is aware of what is expected in order to complete the program.

3. The case will proceed through preliminary arraignment to the preliminary hearing. At that time, the DA's Office will:

- a. Make a final eligibility determination;
- b. Request that the charges be held in abeyance while the individual receives the recommended LSODAP Case Management and treatment services.

Successful completion is defined as adherence to judicial system processes, fulfillment of the person-centered care plan created alongside LSODAP, and magisterial determination, with the ultimate goal of achieving long-term recovery and deterring criminal behavior. While participation in FSDP is completely voluntary, criminal charges may ultimately be prosecuted if an offender is unwilling to seek treatment or successfully complete the program.

4. LCCCP and the DA's Office will evaluate a participant's progress in LSODAP services and determine continued participation in recovery in lieu of prosecution and sentencing.

Charges will be held in abeyance while the participant completes the recommended treatment program. LSODAP will provide ongoing treatment updates via Nexus and established relationships with the DA's Office, LCCCP, and SPD. Upon successful completion, the DA's Office will dismiss or reduce the charges. The DA's Office will assist in expunging the record for eligible participants, where appropriate.

## **APPENDIX C**

### **COURT PROCEEDINGS**

#### **Supervision Protocol**

In addition to working with the case manager through LSODAP, the participant will be assigned a probation officer from the Lackawanna County Pretrial Services Team. The Probation Officer will handle the legal and law enforcement aspects of the program. Once assigned a probation officer, the participant is expected to connect and meet with the probation officer as frequently as required by the Court. Participants will abide by the following conditions:

- Will report regularly to your probation officer and case manager as required;
- Will abide by all local, state and federal laws while on the program and you
- Will notify your probation officer of any new arrests or any contacts with law enforcement;
- Will not consume any mind-altering substances including drugs and alcohol;
- Will attend all required substance use and mental health disorder treatment appointments; and
- Will attend status court as required.

#### **Status Court**

Each participant in the Law Enforcement Diversion Program is required to attend status court hearings as frequently as the Court requires. A magistrate/judge will preside over Status Court hearings every Friday at 9:00am. A Court of Common Pleas Judge will serve as backup to Senior Magistrate Giglio should there be a scheduling issue. The Diversion team will meet prior to Friday's court session to review participant progress during the week. All Diversion participants are required to attend Status Court weekly unless told otherwise.

During face-to-face reviews of each participant, the Magistrate or the Judge will take appropriate action to encourage the treatment process. Relapse or program violations will result in immediate sanctions that simultaneously address the client's conduct and encourage a more intensive involvement in treatment. The Magistrate or Judge will also respond with incentives for positive behavior to encourage the recovery process. The court will strive to keep participants in the program while imposing swift, consistent and behavior-specific sanctions for relapse, missed meetings or court hearings, and other program violations. Increased treatment engagement is always an option should a participant struggling with his or her sobriety.

#### **Drug Testing**

Participants in the program will be required to submit to both scheduled and random drug testing. A color call-in system has been established for all participants as all participants are required to call daily for randomly picked color. Positive drug screens require a swift response from the

Court such as increased treatment engagement or other appropriate sanctions. Missed drug screens are considered a positive drug screen and thus would be handled appropriately. Case Managers will consistently monitor participants progress in treatment and, if a relapse occurs, will recommend a higher level of care.

### **Program Incentives**

During status hearings, offenders who achieve program goals and/or exhibit drug free behavior will be rewarded and encouraged by the court through a series of incentives including the following:

1. Verbal Accolades
2. Award of Achievement
3. Phase Advancement
3. Tokens for milestones (90-day recognition for accomplishments)
4. Decreased Treatment Court hearings before the judge.
5. Decreased appearances in Treatment Court office
6. Bus passes
7. Gas cards
8. Food Vouchers
9. Assistance with dental/medical
10. Grocery vouchers
11. Applause
12. Picnic/Softball game
13. Graduation
14. Help with schooling fees
15. Travel passes
16. Legal services
17. Job placement services

### **Program Sanctions**

Noncompliance with program rules will result in a sanction. Sanctions will be given at the discretion of the Diversion Program Judge. The severity of program noncompliance will determine the sanction and length of imposition. Sanctions are meant to be graduated in nature. Sanctions are meant to be consistent, fair, swift and rapid in nature, and severe enough in nature but not too severe.

Sanctions may include the following:

1. Verbal admonishment
2. Written Essay
3. Jury Box Penalty
4. Increased probation supervision
5. Increased hearings before the judge.
6. Increased urinalysis
7. Community Service

8. Roundtable with client
9. Increased time in a phase
10. Curfew
11. Home confinement w/out electronic monitoring
12. Home confinement with electronic monitoring
13. Weekend in jail
14. Incarceration
15. Termination

## APPENDIX D

### DIVERSION ELIGIBILITY

1. An individual seeking help with his or her addiction and/or mental health disorder may be deemed INELIGIBLE to participate in FSDP if:
  - a) The individual has three (3) or more drug-related CONVICTIONS on his or her criminal record if at least one of those CONVICTIONS is for possession with intent to distribute OR trafficking OR drug violations in a school zone;
  - b) The on-duty supervisor expresses a reasonable belief that the attending staff could be seriously harmed by the individual;
  - c) The individual is under the age of eighteen (18) and does not have parental or guardian consent;
  - d) If the individual presents with any signs or symptoms of withdrawal or any other clear medical conditions, the individual will be immediately transported to the hospital.
2. Diversion will NOT be available for any of the following specific offenses in the Pennsylvania Crimes Code or the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act (or inchoate offenses):
  - a) Criminal Homicide (First, Second, and Third-Degree Murder, Voluntary Manslaughter, Involuntary Manslaughter)
  - b) Terrorism
  - c) Aggravated Assault
  - d) Rape
  - e) Statutory Sexual Assault
  - f) Sexual Assault
  - g) Institutional Sexual Assault
  - h) Indecent Assault, 18 Pa.C.S. §§ 3126(a)(1) & (a)(7)
  - i) Aggravated Indecent Assault
  - j) Involuntary Deviate Sexual Intercourse
  - k) Indecent Exposure
  - l) Obscene and Other Sexual Materials and Performances
  - m) Unauthorized Administration of Intoxicant
  - n) Open Lewdness
  - o) Invasion of Privacy
  - p) Incest
  - q) Stalking

- r) Corruption of Minors, 18 Pa.C.S. § 6301(a)(1)(ii)
- s) Sexual Abuse of Children
- t) Unlawful Contact with Minor
- u) Sexual Exploitation of Children
- v) Luring Child into a Motor Vehicle
- w) Promoting Prostitution of a Minor
- x) Failure to Register pursuant to "Megan's Law"
- y) Endangering the Welfare of Children
- z) Intimidation of Witnesses or Victims aa) Retaliation Against Witnesses or Victims bb) Arson
- cc) Offenses Involving Firearms dd) Robbery
- ee) Robbery of a Motor Vehicle
- ff) Kidnapping gg) Unlawful Restraint hh) False Imprisonment
- ii) Interference with Custody of Children
- jj) Corrupt Organizations kk) Flight to Avoid Apprehension ll) Escape

3. Diversion will NOT be recommended for any of the following specific offenses in the Pennsylvania Motor Vehicle Code:

- a) Homicide/Aggravated Assault by Vehicle
- b) Accidents Involving Death or Personal Injury

4. Diversion will NOT be recommended for any of the following specific types of cases:

- a) Any case that implicates 18 Pa.C.S.A. § 6314 (Trafficking Drugs to Minors)
- b) Any case that implicates 35 P.S. § 780-114 (Distribution to Persons Under Age Eighteen)
- c) Any case that implicates 42 Pa.C.S.A. § 9712.1 (Offenses Committed with Firearms)
- d) Felony offenses involving an act of violence on another person, when the facts are evident or the presumption great that there is a substantial likelihood the individual's release may result in great bodily harm to others.
- e) Felony offenses when the facts are evident or the presumption great that the individual has threatened another with great bodily harm and that there is a substantial likelihood that the individual would carry out the threat if released.

5. Diversion will NOT be recommended for the following individuals:

- a) Any individual who has been twice (or more) convicted of (a)(30) offenses.
  - b) Any individual who is on supervision (state/local) for an (a)(30) offense, regardless of linear order of offenses.
- 6. Diversion will NOT be available for an individual with a significant prior record of violent offenses. *(NOTE: Prior consent decrees/juvenile adjudications will be determined on a case-by-case basis.)*
  - 7. It is within the sound discretion of the DA's Office to evaluate an application for Diversion and reject it based on other factors not specifically listed herein, dependent upon the court's acceptance of the individual case.
  - 8. References to specific offenses or gradings also apply to substantially similar offenses and gradings for convictions and dispositions in sister jurisdictions.
  - 9. No deviation from the above will be approved by the DA's Office absent extraordinary circumstances, dependent upon the court's acceptance of the individual case..

## APPENDIX E

### **FRESH START DIVERSIONARY PROGRAM GOVERNING CONDITIONS**

Name:

Date:

Case #:

A Magistrate of Lackawanna County Court of Common Pleas has accepted you for supervision into the Fresh Start Diversionary Program (FSDP). You are under legal supervision of FSDP until the expiration of your FSDP involvement or further order of the court. This department has the power at any time during this period, in the case of violation of FSDP conditions, to revoke FSDP status and impose sentencing.

I agree to the following governing conditions:

I would like to participate in Lackawanna County's Fresh Start Diversionary Program (FSDP) and allow the Lackawanna County District Attorney's Office (the DA's Office) and their agents, representatives and volunteers to help me obtain drug treatment. I give my permission for them to discuss my personal medical information, mental health information, and drug history as needed to help me obtain treatment. I also agree to allow any and all treatment centers to keep the DA's Office updated on the status of my treatment and/or any other issues deemed relevant.

I will report regularly, as instructed by my Case Manager from Lackawanna-Susquehanna Office of Drug and Alcohol Programs (LSODAP) and my Parole Officer.

I will attend and successfully take part in a LSODAP treatment program and follow all recommendations until released by treatment staff and FSDP.

I will attend and complete Alcoholics Anonymous or Narcotics Anonymous meetings per my Case Manager's recommendations.

If I abscond from FSDP or leave a treatment facility against medical advice, a bench warrant will be issued for my arrest.

I will not consume alcohol and I will not ingest any illegal drugs. If prescribed medication, I will immediately notify my Probation Officer or Case Manager.

I will not possess any controlled substance nor will I possess or consume a prescribed medication that has not been prescribed to me by a clinician. I will not misuse prescription medication prescribed to me by a licensed practitioner. I understand that if I am on prescribed medication, I am not to give away or sell any medication.

I may not possess, use, or have available to my control or in my place of residence any contraband such as: stolen property, drugs, drug paraphernalia, firearms, ammunition, other weapons, and instruments of crime.



I will not consume, possess, or have in my place of residence any alcoholic beverages. I may not frequent any establishment whose primary business is the sale of alcoholic beverages including bars and/or social clubs.

I will obtain permission from my Probation Officer before changing my approved residence. While in FSDP I understand I may not reside outside of Lackawanna County unless I have permission from FSDP and the Lackawanna County Court of Common Pleas.

I will not be criminally charged for any illegal drugs or paraphernalia that I currently have on my person or in my property as a Self-Referral participant, but I understand that I may be criminally charged if I am a Diversion participant and do not comply with my treatment plan.

I will be of good behavior and comply with all municipal, state, and federal laws, as well as provisions of the vehicle code and liquor code. I will notify my Probation Officer immediately of any arrests or investigations by law enforcement. I will immediately advise all law enforcement agencies that I come in contact with, that I am under the supervision of FSDP and Lackawanna County Probation.

I will refrain from any assaultive behavior that threatens or presents danger to myself or others. I will immediately notify police if I am a victim of an assaultive behavior.

I will not travel outside Lackawanna County without permission from my probation officer. Further, I hereby waive extradition to the Commonwealth of Pennsylvania from any jurisdiction in or outside the United States where I may be found.

I understand that if I am unemployed or if directed by the Court, I will report daily for community service work.

I will make an effort to obtain and maintain gainful employment to support myself and my dependents. I will obtain permission prior to changing my employment. If I lose employment, I will immediately notify my Probation Officer and cooperate with any effort Probation makes to obtain employment for me.

I agree to abide by curfew restrictions as determined by the Court. I am subject to home visits and inspections, day or night. I also agree to provide a urine sample or breath test upon request in order to determine substance usage.

I understand that failure to pay FSDP costs and/or restitution as directed by the Magistrate may constitute a violation of FSDP.

I give permission for the DA's Office and its law enforcement designees to obtain my NCIC criminal history report.

I do hereby assume all risk and responsibility for any and all property damage and/or bodily injury that I may sustain while participating in FSDP.

Further, I, for myself, my heirs, executors, administrators and assigns do hereby release, waive and discharge Lackawanna County, the Lackawanna County Court of Common Pleas, and City of Scranton and all of its officers, directors, employees, agents, courts, and volunteers of any and all claims and lawsuits.

Further, I expressly agree that this release and waiver Agreement is intended to be construed as broadly and inclusively as permitted by the laws of Pennsylvania and federal law, and that if any portion thereof is held to be invalid, this Agreement shall remain with the full force and effect of law.

I currently have no known mental or physical condition that would impair my capability to participate in FSDP.

#### NOTIFICATION OF POINTS OF LAW:

Within the period of FSDP supervision, I am hereby subject to a search of my person, property, and place of residence and seizure of all contraband found therein. I shall be subject to arrest, for cause, upon order of the Court for violation of any of the above conditions set forth.

Should problems arise or questions occur concerning FSDP, I will consult with Probation as it is the Probation Officer's responsibility to help me with FSDP compliance. If I cannot contact Probation, I will contact LSODAP to speak with my Case Manager.

If I am arrested during my participation in FSDP, Probation has authority to place a detainer against me that will prevent my release from custody pending disposition by the Court.

If I am convicted of a crime committed during my participation in FSDP, the Court has authority to revoke FSDP status and impose sentencing.

I have carefully read the Fresh Start Diversionary Program Governing Conditions, I understand the content therein, and I agree to these conditions of my own free will.

Signature \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Witness

(must read above)

## APPENDIX F

### FRESH START DIVERSIONARY PROGRAM CONSENT TO RELEASE CONFIDENTIAL INFORMATION

I, \_\_\_\_\_, give my consent to Lackawanna-Susquehanna Office of Drug and Alcohol Programs (LSODAP) to release information from my client record to the FSDP Magistrate, Coordination, Nurse Clinician, Physician, Probation Officer, Assistant District Attorney, Public Defender, and required FSDP personnel.

The purpose of and need for this disclosure is to inform the above-named parties of my eligibility and/or acceptability for Substance Use Disorder (SUD) treatment services and my treatment attendance, prognosis, compliance, and progress in accordance with FSDP policies.

I understand that information will be disclosed only for the purpose noted above and that the information will be limited to mental health diagnosis, prognosis, and ability of the client to respond appropriately to drug and alcohol treatment.

Disclosure of this confidential information may be made only as necessary for and pertinent to hearings and/or reports concerning case number(s) \_\_\_\_\_.

I understand that this consent will remain in effect and cannot be revoked by me until there has been a formal and effective termination of my involvement with FSDP for the case(s) above, such as the discontinuation of all court supervision upon my successful completion of FSDP requirements or upon sentencing for violating the terms of FSDP.

I understand that any disclosure made is bound by Part 2 of Title 42 of the Code of Federal Regulations, which governs the confidentiality of SUD client records and that recipients of this information may re-disclose it only in connection with their official duties.

I have read or have had this form read to me and I understand its contents.

Client: \_\_\_\_\_ Witness: \_\_\_\_\_

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

Manager: \_\_\_\_\_

Client has been offered a copy of this release and has chosen not to accept it.

Date: \_\_\_\_\_ Case  
Manager: \_\_\_\_\_

## APPENDIX G

### FRESH START DIVERSIONARY PROGRAM PARTICIPANT CONTRACT

Name: \_\_\_\_\_ Case Number(s): \_\_\_\_\_

The Lackawanna County Court of Common Pleas has conditionally diverted you into the Fresh Start Diversionary Program (FSDP) and under the supervision of Lackawanna County Adult Probation. You are required to comply with the regulations of the program as listed below.

1. You are required to report to the FSDP Probation Officer and treatment sessions as directed.
2. Your residence is \_\_\_\_\_.  
You must report any change in your residence or phone number within 48 hours to Probation and must obtain prior permission to leave Lackawanna County.
3. You are required to maintain regular employment and/or perform a comparable amount of community service hours as directed by the FSDP Magistrate. If unemployed, you are to follow all job search directives given by the Court and Probation.
4. You are required to attend all court sessions as directed.
5. You are required to abstain from the use of alcohol and the possession or consumption of illegal drugs. You are also required to cooperate with random or scheduled drug testing.
6. You are prohibited from furnishing false statements, written or oral, to the FSDP team.
7. You must comply with the laws of the United States, Commonwealth of Pennsylvania, and the community in which you live. Any violation of the law that a fine or imprisonment may be imposed constitutes a violation of FSDP conditions and may result in termination from FSDP. You must report any new arrest within 48 hours to your Probation Officer.
8. You may not possess, carry, or transport any weapon as defined by statutes.
9. You are required to pay a minimum fee of \$10.00 per week, which will be applied to FSDP. The cost may be adjusted based on your income, progress, and successful participation.
10. By entering the Treatment Court Program you waive your right to a preliminary hearing.

11. You must enter a guilty plea to the charges, agree to have your sentence diverted pending completion of FSDP, and follow the treatment plan as directed by Lackawanna-Susquehanna Office of Drug and Alcohol Programs (LSODAP).

12. You must follow all conditions of FSDP, the directives given by the Magistrate, Case Manager, and Probation Officer. Failure to do so may result in sanctions from the Magistrate (SEE APPENDIX #####).

13. FSDP requires a minimum of 6 months participation. Participation in FSDP is voluntary and requires you to complete 60 consecutive days prior to presenting a written request for termination from FSDP.

14. You must sign a "Release of Information" form that permits treatment providers to release information regarding the status of your drug and/or alcohol treatment plan.

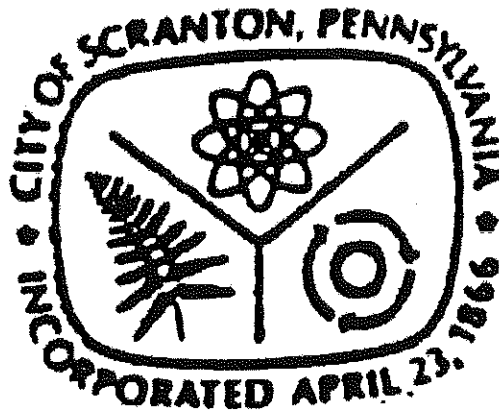
15. You may not act as an agent for any law enforcement agency while participating in FSDP.

I have read or have had read to me and fully understand the terms of Fresh Start Diversionary Program.

Participant: \_\_\_\_\_ Witness: \_\_\_\_\_

Date: \_\_\_\_\_ Referral Date to LSODAP: \_\_\_\_\_

# **CITY OF SCRANTON PENNSYLVANIA**



RECEIVED

OCT 15 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

## **OFFICE OF THE CITY CONTROLLER AND BUREAU OF INVESTIGATIONS**

**JOHN J. MURRAY  
CITY CONTROLLER**

**CONTROLLER'S REPORT  
FOR THE MONTH ENDING  
SEPTEMBER 30, 2020**



## OFFICE OF THE CITY CONTROLLER

John J. Murray

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4125

October 15, 2020

The Honorable Paige G. Cagnetti

And

The Honorable City Council

Municipal Building

Scranton, Pa 18503

Dear Honorable Mayor and Honorable Council:

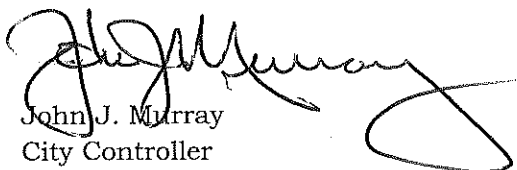
In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of September, 2020.

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,

  
John J. Murray  
City Controller

**CITY OF SCRANTON  
GENERAL FUND EXPENDITURES  
MONTH OF SEPTEMBER 2020**

<b>CODE #</b>	<b>DEPARTMENT</b>	<b>EXPENDITURES</b>
10	Mayor's Office	\$ 7,830.96
11	Public Safety	-
20	City Council	27,546.67
30	Controller	15,734.80
40	Business Administration	265,157.78
41	Bureau of Human Resources	113,500.89
42	Bureau of Information Technology	27,244.87
43	Treasurer	12,091.78
51	Inspections and Licenses	72,072.99
60	Law	82,066.82
71	Police	1,599,243.28
75	Traffic Maintenance	-
78	Fire	1,585,869.16
80	Public Works	204,805.27
81	Engineering	15,471.93
82	Buildings	88,542.29
83	Highways	126,695.03
84	Refuse	362,606.16
85	Garages	111,411.66
90	Single Tax Office	40,707.07
100	Parks and Recreations	245,769.37
<b>TOTAL DEPARTMENTAL:</b>		<b>\$ 5,004,368.78</b>
<b>NON DEPARTMENTAL</b>		
0140	Scranton Plan	\$ -
1000	Boards and Commissions	21,564.60
1100	Utilities	-
1300	Contingency	-
1500	Special Items	2,816,350.00
1600	Unpaid Bills	42,188.28
1700	Grants and Contributions	-
1900	Special Items (Non Add)	-
<b>TOTAL NON DEPARTMENTAL:</b>		<b>\$ 2,880,102.88</b>
<b>GRAND TOTAL:</b>		<b>\$ 7,884,471.66</b>



**CITY OF SCRANTON  
GENERAL FUND REVENUE REPORT  
FOR THE MONTH OF SEPTEMBER 2020**

<b>CODE #</b>	<b>FUND SOURCE</b>	<b>REVENUES</b>
300	Previous Year Balance	\$ -
301	Real Property Taxes	1,728,930.99
302	Landfill and Refuse Fees	329,109.72
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	1,218,362.72
319	Penalties and Interest (Delinquent Taxes)	48,508.69
320	Licenses and Permits	98,555.27
330	Fines and Forfeitures	-
331	Police Fines and Violations	13,771.52
341	Interest Earnings	288.18
342	Rents and Concessions	-
350	Inter-Government-Revenue Reimbursements	3,929,295.11
359	Local Governments (Payments in Lieu)	66,150.44
360	Departmental Earnings	8,804.00
367	Recreational Departments	970.98
380	Cable TV and Miscellaneous Revenue	32,302.93
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
<b>TOTAL</b>		<b>\$ 7,475,050.55</b>
<b>MONTH TO DATE:</b>		
Revenues To September 2020		\$ 85,078,263.05
Expenditures To September 2020		63,070,480.68
<b>NET:</b>		<b>\$ 22,007,782.37</b>

\*Non Add

**CITY OF SCRANTON**  
**SEPTEMBER 30, 2020**  
**GENERAL FUND REVENUE REPORT**  
**YEAR TO DATE**

<b>CODE #</b>	<b>FUND SOURCE</b>	<b>ESTIMATED</b>	<b>REALIZED</b>	<b>UN-REALIZED</b>
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	35,832,840.33	30,463,127.71	5,369,712.62
302	Landfill and Refuse Fees	6,796,250.00	5,776,959.20	1,019,290.80
304	Utility Tax	75,000.00	-	75,000.00
305	Non-Resident Tax	100,000.00	-	100,000.00
310	Local Taxes (Act 511)	39,979,205.51	27,240,349.88	12,738,855.63
319	Penalties and Interest (Delinquent Taxes)	245,600.00	148,438.46	97,161.54
320	Licenses and Permits	2,038,164.00	1,663,264.08	374,899.92
330	Fines and Forfeitures	345,100.00	-	345,100.00
331	Police Fines and Violations	206,000.00	265,624.83	(59,624.83)
341	Interest Earnings	275,000.00	67,754.73	207,245.27
342	Rents and Concessions	5,000.00	500.00	4,500.00
350	Inter-Government-Revenue Reimbursements	4,251,066.00	4,616,543.70	(365,477.70)
359	Local Government (Payments in Lieu)	250,000.00	266,150.44	(16,150.44)
360	Departmental Earnings	447,000.00	343,746.00	103,254.00
367	Recreational Departments	40,000.00	16,449.73	23,550.27
380	Cable TV and Miscellaneous Revenues	2,765,623.89	617,597.17	2,148,026.72
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	-	-	-
396	Capital Budget Reimbursements	-	-	-
<b>TOTALS</b>		<b>\$ 115,800,750.73</b>	<b>\$ 85,078,263.05</b>	<b>\$ 30,722,487.68</b>

**PURCHASE ORDER REPORT**

MONTH ENDING SEPTEMBER 30, 2020

ACCOUNT BALANCES AS OF SEPTEMBER 30, 2020				
DEPARTMENT / ACCOUNT	2020 BUDGET	BEGINNING BAL.	ACTIVITY	ENDING BAL.
<b>OFFICE OF THE MAYOR</b>				
0101000000 4270 DUES & SUBSCRIPTIONS	24,348.48	0.00		0.00
0101000000 4290 STATIONERY / OFFICE SUPPLIES	100.00	66.78		66.78
0101000000 4420 TRAVEL & LODGING	2,500.00	2,500.00		2,500.00
<b>DEPARTMENT OF PUBLIC SAFETY POLICE BUREAU</b>				
0101100071 4201 PROFESSIONAL SERVICES	45,000.00	10,526.27	AD ASTRA INC. MAGLOELEN TRAINING DEPT. PERSONNEL EVALUATION INC. POWER DMS, INC. REEVE'S RENT-A-JOHN INC. YCG INC.	8.40 400.00 100.00 750.00 50.00 176.00 9,041.87
0101100071 4210 SERVICES & MAINTENANCE FEE	77,500.00	3,193.23	BUDGET TRANSFER FROM 0101100071 4550 CINTAS SUR TEC INC.	(2,973.66) 3,203.89 2,963.00 0.00
0101100071 4270 DUES & SUBSCRIPTIONS	3,150.00	375.00	HR DIRECT	238.86 136.14
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	1,750.00	102.83		102.83
0101100071 4290 STATIONERY / OFFICE SUPPLIES	2,750.00	884.73		884.73
0101100071 4380 GUNS / AMMUNITION	43,500.00	11,622.01	AXON ENTERPRISE INC	6,911.50 4,710.51
0101100071 4390 MATERIALS / SUPPLIES (MISC)	21,000.00	6,242.30	ENCUMBERED: PREVIOUS PERIOD INTOXIMETERS LIGHTING SERVICES, INC. NATIONAL PENN CO. LLC PORTER LEE CORPORATION	(732.98) 146.25 925.00 527.95 586.73 4,789.35

DEPARTMENT / ACCOUNT	2020 BUDGET	SEPTEMBER, 2020	
		BEGINNING BAL	ENDING BAL
0101100071 4420 TRAVEL & LODGING	4,250.00	2,676.49	
KYLE GILMARTIN		128.10	
PENNSYLVANIA TURNPIKE TOLL		83.00	
PAM-LLC-PENNSYLVANIA TURNPIKE		138.10	2,327.29
0101100071 4470 TRAINING & CERTIFICATION			
ENCUMBERED: PREVIOUS PERIOD	50,000.00	19,866.02	
DAIGLE LAW GROUP		(7,976.50)	
ELITE K-9 INC.		2,380.00	
HOLIDAY INN EXPRESS		499.06	
LEXIPOL LLC		508.80	
NGMA		7,976.50	
PENN STATE JUSTICE AND SAFETY		599.00	
SAFE KIDS		3,056.00	
STREET COP TRAINING -NJ		55.00	
		250.00	12,518.16
0101100071 4550 CAPITAL EXPENDITURES	435,000.00	104,946.62	
BUDGET TRANSFER TO 0101100071 4210		2,973.66	101,972.96
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,250.00	6,197.20	
INDUSTRIAL ELECTRONICS INC.		4,216.95	1,980.25
0101100071 6003 SPCA - ANIMAL CONTROL	69,370.00	5,371.76	
VETERINARY REFERRAL AND EMERGENCY CENTER		482.00	4,889.76
<b>FIRE BUREAU:</b>			
0101100078 4201 PROFESSIONAL SERVICES	32,500.00	23,948.52	
JALVO INC.		2,160.00	21,788.52
0101100078 4210 SERVICE & MAINTENANCE FEE	12,250.00	12,228.00	
DIESEL LAPTOPS LLC.		1,790.00	
JALVO INC.		75.00	
UL LLC		4,735.65	
WITMER ASSOCIATES, LLC		481.41	5,145.94
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	1,000.00	1,000.00
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	12,750.00	3,103.13	
ALBERT TAYLOR		17.43	
JOHN JUDGE		63.59	3,022.11

DEPARTMENT / ACCOUNT	2020 BUDGET	SEPTEMBER, 2020	
		BEGINNING BAL.	ACTIVITY
0101100078 4390 MATERIALS / SUPPLIES (MISC)	7,250.00	1,338.03	
			(248.78)
			186.98
			6.65
			52.66
			61.79
			<u>1,278.72</u>
0101100078 4420 TRAVEL & LODGING	2,500.00	2,182.58	
			549.00
			549.00
			<u>1,084.58</u>
0101100078 4430 AIR PACK / REHAB SUPPLIES	5,000.00	4,057.25	
			335.38
			1,489.55
			<u>2,232.32</u>
0101100078 4470 TRAINING & CERTIFICATION	95,000.00	50,776.91	
			752.76
			752.76
			4,185.00
			375.00
			41.27
			31.27
			375.00
			5,585.00
			41.27
			752.76
			375.00
			375.00
			752.76
			375.00
			375.00
			<u>35,632.06</u>
0101100078 4550 CAPITAL EXPENDITURES	395,000.00	395,000.00	
			<u>395,000.00</u>
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	5,250.00	1,646.00	
			457.00
			<u>1,189.00</u>
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	833.00	
			118.76
			390.00
			<u>324.24</u>
0101100078 4580 GENERAL EQUIPMENT	62,500.00	50,850.01	
			9,968.00
			62.90
			2,575.92
			239.49
			884.82
			1,391.87
			1,004.04
			2,278.00
			7,302.75
			<u>25,142.22</u>

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	SEPTEMBER, 2020 ACTIVITY	ENDING BAL
OFFICE OF THE CITY CLERK / CITY COUNCIL					
0102000000 4201	PROFESSIONAL SERVICES	52,500.00	21,536.10	89.71 5,000.00 330.00	16,116.39
EDM AMERICAS INC. KOHANSKI & CO PC MARIA MCCOOL					
0102000000 4210	SERVICES & MAINTENANCE FEE	15,000.00	3,221.00		3,221.00
0102000000 4230	PRINTING & BINDING	5,750.00	1,668.00	1,558.42	109.58
GENERAL CODE PUBLISHERS					
0102000000 4250	ADVERTISING	27,500.00	6,719.40	4,930.18	1,789.22
SCRANTON TIMES					
0102000000 4290	STATIONERY / OFFICE SUPPLIES	500.00	75.05		75.05
CITY CONTROLLER					
0103000000 4201	PROFESSIONAL SERVICES	35,000.00	28,325.00		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					
0104000040 4201	PROFESSIONAL SERVICES	225,000.00	45,234.29	5,680.12 550.00 2,705.50 837.94 1,000.00 3,532.50	30,928.23
HERBERT ROWLAND JOYCE HATALA ASSOCIATES KS ENGINEERS PC MILLENIUM ADMINISTRATORS TURNKEY TAXES RAINEY AND RAINEY					

DEPARTMENT / ACCOUNT	2020 BUDGET	SEPTEMBER, 2020	
		BEGINNING BAL	ENDING BAL.
0104000040 4210 SERVICES & MAINTENANCE FEE	1,250.00	299.50	299.50
0104000040 4230 PRINTING & BINDING	500.00	330.60	330.60
0104000040 4240 POSTAGE & FREIGHT	37,500.00	22,515.65	3,000.00
AUGUST POSTAGE			19,515.65
0104000040 4250 ADVERTISING	22,500.00	18,719.00	3,589.00
SCRANTON TIMES			
			15,130.00
0104000040 4270 DUES & SUBSCRIPTIONS	1,100.00	548.00	548.00
0104000040 4290 STATIONERY / OFFICE SUPPLIES	12,750.00	4,702.65	(2,988.28)
ENCUMBERED : PREVIOUS PERIOD			3,198.66
ENCUMBERED: CURRENT PERIOD			46.62
ANDREW MARICIAK			45.73
RUBINSTEIN'S INC.			711.03
STAPLES BUSINESS ADVANTAGE			3,698.89
0104000040 4390 MATERIALS / SUPPLIES (MISC)	600.00	226.02	226.02
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	95,000.00	66,870.00	5,458.00
COMMONWEALTH OF PENNSYLVANIA			61,412.00
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP	3,109,811.00	1,909,811.00	1,909,811.00
0104000040 6024 BANK FEES AND CHARGES	10,000.00	583.80	4,685.24
AUGUST MERCHANT FEES			(4,101.44)



DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	SEPTEMBER, 2020 ACTIVITY	ENDING BAL.
HUMAN RESOURCES:					
0104000041 4201	PROFESSIONAL SERVICES				
		130,000.00	54,648.90		
	WE PAY PAYROLL PROCESSING			5,321.75	
	CONCORDE INC.			35.90	
	LAKE SCRANTON URGENT CARE			90.00	
	MILLENNIUM ADMINISTRATORS			2,325.00	
	NORTHEASTERN REHABILITATION ASSOCIATION			195.00	
	P & A GROUP ADMINSTRATOR SERVICE			353.46	
	UNITED STATES TREASURY			87.14	
					<u>46,240.65</u>
0104000041 4290	STATIONARY / OFFICE SUPPLIES	750.00	737.30		737.30
0104000041 4390	MATERIALS / SUPPLIES (MISC)				
		500.00	430.70		
	ENCUMBERED: CURRENT PERIOD			287.17	
	GLEN SUMMIT SPRINGS WATER			23.10	
					<u>120.43</u>
0104000041 4420	TRAVEL & LODGING	1,250.00	1,250.00		1,250.00
0104000041 4470	TRAINING & CERTIFICATION	2,500.00	2,500.00		2,500.00
0104000041 4630	LIABILITY / CASUALTY INSURANCE				
		1,175,000.00	329,602.69		
	ABRAHAMSEN CONABOY & ABRAHAMSEN, PC			47.50	
	COMMUNITY DEVELOPMENT			77,480.00	
	GALLAHER BASSETT SERVICE			1,080.00	
	KOVATCH FORD INC.			13,601.36	
	MICHAEL A. GENELL, ESQ.			162.50	
	OLIVER, PRICE & RHODES			1,995.00	
					<u>235,236.33</u>
0104000041 6006	PERSONNEL COST ADJUSTMENT	4,750.00	2,687.59		2,687.59

DEPARTMENT / ACCOUNT	2020 BUDGET	SEPTEMBER, 2020	
		BEGINNING BAL.	ENDING BAL.
<b>INFORMATION TECHNOLOGY:</b>			
0104000042 4201 PROFESSIONAL SERVICES	145,000.00	22,989.19	22,989.19
0104000042 4210 SERVICES & MAINTENANCE FEE	95,000.00	15,143.00	15,143.00
0104000042 4270 DUES AND SUBSCRIPTIONS	500.00	500.00	500.00
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	896.70	896.70
0104000042 4390 MATERIALS / SUPPLIES (MISC)	95,000.00	55,312.75	55,312.75
0104000042 4420 TRAVEL AND LODGING	1,000.00	1,000.00	1,000.00
0104000042 4440 TELEPHONE	245,000.00	74,072.76	7,094.08 7,493.14 651.64
			58,833.90
0104000042 4470 TRAINING & CERTIFICATION	32,500.00	32,500.00	32,500.00
0104000042 4550 CAPITAL EXPENDITURES	590,000.00	284,948.28	284,948.28
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	92,500.00	31,505.20	31,505.20
<b>TREASURY:</b>			
0104000043 4201 PROFESSIONAL SERVICES	2,500.00	2,500.00	2,500.00
0104000043 4390 MATERIALS / SUPPLIES (MISC)	12,500.00	10,000.03	322.83
			9,677.20
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

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	SEPTEMBER, 2020 ACTIVITY	ENDING BAL.
BUREAU OF LICENSES, INSPECTIONS & PERMITS					
LICENSE, INSPECTIONS & PERMITS:					
0105100051 4201	PROFESSIONAL SERVICES	50,000.00	50,000.00	26,000.00	24,000.00
SCRANTON NEIGHBORHOOD HOUSING					
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 EQUIPMENT	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
0105100082 4320	BUILDING REPAIR - SUPPLY MAINTENANCE	137,500.00	85,115.68		
	AJS MECHANICAL SERVICES, LLC			206.00	
	AMERICAN JANITOR			1,879.82	
	ATIS ELEVATOR INSPECTIONS LLC			130.00	
	CINTAS CORPORATION			634.54	
	CINTAS FIRE PROTECTION			140.89	
	COOPER ELECTRIC			289.95	
	EPSCO			10.88	
	FANCY PARSLEY			390.00	
	EASTERN PENN SUPPLY COMPANY			98.73	
	LOWE'S			642.38	
	MECHANICAL SERVICE COMPANY			315.00	
	PESTPRACTICE LLC			8,736.00	
	PICA'S GARAGE DOOR SALES AND SERVICE			2,535.00	
	ROSSI ROOTER, LLC			600.00	
	VECTOR SECURITY			210.00	
					68,296.49
0105100082 4447	PG ENERGY GAS	125,000.00	74,831.12		
	DIRECT ENERGY BUSINESS			924.08	
					73,907.04

DEPARTMENT / ACCOUNT		2020 BUDGET	BEGINNING BAL	ACTIVITY	SEPTEMBER, 2020
					ENDING BAL.
0105100082 4448	PAWC - WATER	435,000.00	222,597.29		
	PENNSYLVANIA AMERICAN WATER REFUND			(915.12)	
	PENNSYLVANIA AMERICAN WATER CO			28,093.55	
	PPL ELECTRIC UTILITIES			17,996.79	
	UGI NORTH			1,248.59	
					<u>176,173.48</u>
0105100082 4450	ELECTRICAL	150,000.00	59,183.65		
	PPL ELECTRIC UTILITIES			17,679.21	
					<u>41,504.44</u>
0105100082 4465	BUILDING SUPPLIES	750.00	677.90		
					<u>677.90</u>
LAW DEPARTMENT:					
0106000000 4201	PROFESSIONAL SERVICES	225,000.00	151,937.56		
	CIPRIANI AND WERNER, PC			95.00	
	MICHAEL A GENELL, ESQ			1,928.50	
	OLIVER, PRICE AND RHODES			7,913.50	
	UFBERG AND ASSOCIATES			46,470.90	
					<u>95,529.66</u>
0106000000 4210	SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		
					<u>2,000.00</u>
0106000000 4270	DUES & SUBSCRIPTIONS	3,000.00	1,919.00		
	WEST PAYMENT CENTER			400.00	
					<u>1,519.00</u>
0106000000 4290	STATIONERY / OFFICE SUPPLIES	500.00	439.57		
	GLEN SUMMIT DFRINGS WATER			7.20	
					<u>432.37</u>
0106000000 4390	MATERIALS / SUPPLIES (MISC)	500.00	211.00		
					<u>211.00</u>
0106000000 4420	TRAVEL & LODGING	2,500.00	2,500.00		
					<u>2,500.00</u>
0106000000 4470	TRAINING & CERTIFICATION	2,000.00	2,000.00		
					<u>2,000.00</u>
DEPARTMENT OF PUBLIC WORKS					
ADMINISTRATION BUREAU:					
0108000000 4201	PROFESSIONAL SERVICES	2,500.00	327.18		
	PA ONE CALL SYSTEM, INC.			65.92	
					<u>261.26</u>
0108000000 4210	SERVICES & MAINTENANCE FEE	1,500.00	20.78		
	KEN LEVANDOWSKI			10.00	
					<u>10.78</u>
0108000000 4420	TRAVEL AND LODGING	500.00	500.00		
					<u>500.00</u>

DEPARTMENT / ACCOUNT		2020 BUDGET	SEPTEMBER, 2020		
			BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000080 4550 CAPITAL EXPENDITURES		10,000.00	1,435.77		<u>1,435.77</u>
0108000080 4570 MAINTENANCE COMMUNICATION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.		20,000.00	8,648.75	1,635.00	<u>7,013.75</u>
0108000080 4576 MAINTENANCE SUPER FUND SIGHT		10,000.00	6,424.50		<u>6,424.50</u>
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE ARBORCHEM PRODUCTS F & S SUPPLY COMPANY, INC. KEN LEVANDOWSKY URBAN ELECTRICAL CONTRACTORS, INC.		250,000.00	233,009.30	1,448.62 1,143.43 77.50 476.30	<u>229,863.45</u>
<b>ENGINEERING BUREAU:</b>					
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES PA DEPARTMENT OF ENVIRONMENTAL PROTECTION		75,000.00	30,900.00	6,300.00 500.00	<u>24,100.00</u>
0108000081 4210 SERVICES & MAINTENANCE FEE		500.00	500.00		<u>500.00</u>
0108000081 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER		100.00	52.55	46.30	<u>6.25</u>
0108000081 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD		250.00	182.02	(67.98) 96.90	<u>153.10</u>
0108000081 4470 TRAINING & CERTIFICATION		500.00	500.00		<u>500.00</u>
<b>HIGHWAYS BUREAU:</b>					
0108000083 4260 RENTAL VEHICLES & EQUIPMENT ENCUMBERED: CURRENT PERIOD		100,000.00	61,397.67	1,400.00	<u>59,997.67</u>
0108000083 4340 CONSTRUCTION - PAVING MATERIAL DIXON SEALER AND SUPPLY, INC.		150,000.00	89,466.13	2,616.00	<u>86,850.13</u>
0108000083 4350 PAINT / SIGN MATERIAL ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD PREMIUM SIGN SUPPLIES, INC. S&S TOOLS AND SUPPLIS SHERWIN WILLIAMS TWIN GREEN TRAFFIC SIGNAL		20,000.00	5,368.75	(648.80) 1,188.03 648.80 40.79 1,930.53 421.10	<u>1,788.30</u>

DEPARTMENT / ACCOUNT	2020 BUDGET	SEPTEMBER, 2020	
		BEGINNING BAL	ENDING BAL
0108000083 4357 PARKS AND RECREATION SUPPLIES	25,000.00	25,000.00	25,000.00
0108000083 4390 MATERIALS / SUPPLIES (MISC)			
CENTRAL CLAY PRODUCTS	40,000.00	20,309.05	1,176.20
EPSCO			98.30
JEFFREY POPE			98.50
PA NORTHEAST REGIONAL RAILROAD AUTHORITY			256.00
S & S TOOLS AND SUPPLIES			178.94
SEAN BURGETTE			98.50
SWIFT FENCE CO			3,700.00
			14,702.61
0108000083 4410 SALT	475,000.00	303,909.90	303,909.90
0108000083 4460 STREET LIGHTING	230,000.00	116,787.45	13,248.06
PPL ELECTRIC UTILITIES			103,539.39
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE	150,000.00	45,224.63	3,166.28
URBAN ELECTRICAL			42,058.35
0108000083 4467 TRAFFIC SIGNAL ELECTRICITY	90,000.00	43,900.73	10,860.54
PPL ELECTRIC UTILITIES			33,040.19
0108000083 4550 CAPITAL EXPENDITURES	210,000.00	100,538.00	100,538.00
0108000083 4551 ROADWAY RESURFACING PROGRAM	850,000.00	850,000.00	850,000.00
<b>REFUSE BUREAU</b>			
0108000084 4390 MATERIALS / SUPPLIES (MISC)	1,000.00	0.00	0.00
0108000084 4420 TRAVEL AND LODGING	1,000.00	805.73	67.30
ARBORCHEM PRODUCTS			738.43
0108000084 4490 LANDFILL	1,410,000.00	425,636.40	500.00
G&S CARWASH			191,774.36
KEYSTONE SANITARY LANDFILL			233,362.04
0108000084 4550 CAPITAL EXPENDITURES	235,000.00	218,285.79	3,540.00
JAMES A DOHERTY			214,745.79
0108000084 4555 RECYCLING	350,000.00	350,000.00	350,000.00

DEPARTMENT / ACCOUNT	2020 BUDGET	SEPTEMBER, 2020	
		BEGINNING BAL	ENDING BAL
<b>GARAGES BUREAU</b>			
0108000085 4220 CONTRACTED SERVICES			
CINTAS	2,500.00	1,423.22	99.00
			<u>1,324.22</u>
0108000085 4301 GAS, OIL, LUBRICANTS			
BUDGET TRANSFER TO 0108000085 4390	350,000.00	171,198.65	
PAPCO			15,000.00
PETROCHOICE			9,301.50
POWELL'S SALES AND SERVICE			1,844.52
S & S TOOLS AND SUPPLIES			52.00
WEX BANK			73.95
			24,917.84
			<u>119,408.84</u>
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE			
ENCUMBERED: PREVIOUS PERIOD	375,000.00	185,789.46	(26,331.49)
ENCUMBERED: CURRENT PERIOD			47,869.70
A-1 SPRING SERVICE			3,230.00
AIT AUTOMOTIVE			2,442.40
AIR BRAKE & EQUIPMENT CO., INC.			1,598.38
AMERICAN FIRE SERVICES			1,130.12
BRADCO SUPPLY CO.			1,400.00
COLOURS, INC.			30.46
D.G. NICHOLAS CO.			682.58
DAVE'S AUTO IGNITION			220.00
DENAPLES AUTO PARTS			4,333.00
DENAPLES TOWING			2,419.00
ELECTRO BATTERY			538.00
F & S SUPPLY COMPANY, INC.			600.19
FARGIONE AUTO SERVICE			100.00
FERRARA FIRE APPARATUS, INC.			2,068.47
FEZUK'S AUTO			950.00
FIVE STAR EQUIPMENT CO., INC.			4.34
FLEET PRIDE			370.84
HAUN COMPANIES			517.99
INDUSTRIAL ELECTRONICS, INC.			255.13
JAY'S AUTOMOTIVE			216.00
JOHN SIGNS			755.00
KME FIRE APPARATUS			
KOVATCH FORD, INC.			548.90
MAUS AUTOMOTIVE CENTER			112.50
MEDICO INDUSTRIES			
MESKO GLASS			590.00
NORTHEAST HYDRAULICS			369.86
PENN DETROIT DIESEL-ALLISON			839.30
PUNDOK CONSTRUCTION			
SHERWOOD FTL STL			162.08
STADIUM INTERNATIONAL TRUCKS, INC.			2,727.64
SUTPHEN EAST CORPORATION			1,150.65
TRIPLE CITIES ACQUISITIONS, LLC			303.94
WAYNE COUNTY FORD			457.76
			<u>133,025.72</u>

DEPARTMENT / ACCOUNT	2020 BUDGET	SEPTEMBER, 2020	
		BEGINNING BAL	ENDING BAL.
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	16,500.00	12,370.81	
ENCUMBERED: CURRENT PERIOD			378.00
AIT AUTOMOTIVE			49.80
D.G. NICHOLAS CO.			600.40
FASTENAL COMPANY			347.66
KEVIN'S WORLDWIDE			478.00
S & S TOOLS AND SUPPLIES			135.74
			<u>10,381.21</u>
0108000085 4390 MATERIALS / SUPPLIES (MISC)	49,500.00	11,723.10	
BUDGET TRANSFER FROM 0108000085 4301			(15,000.00)
ENCUMBERED: CURRENT PERIOD			3,888.18
AIT AUTOMOTIVE			362.80
AIR BRAKE & EQUIPMENT CO., Inc.			1,888.98
C.G. CUSTOM TRUCKS			503.33
COLOURS, INC.			16.27
D.G. NICHOLAS CO.			1,428.00
DAILEY RESOURCES			250.60
DENAPLES AUTO PARTS			700.00
ELECTRO BATTERY			426.00
FASTENAL COMPANY			848.99
FIVE STAR EQUIPMENT CO. INC.			294.41
FLEET PRIDE			395.81
HUNTER KEYSTONE			286.24
POWELL'S SALES & SERVICE			461.79
S & S TOOLS & SUPPLIES			44.24
TRIPLE CITIES ACQUISITIONS, LLC			614.81
			<u>14,512.65</u>
0108000085 4401 TIRES	90,500.00	40,530.00	
KOST TIRES			8,388.21
			<u>32,141.79</u>
0108000085 4420 TRAVEL AND LODGING	500.00	500.00	
			<u>500.00</u>
0108000085 4550 CAPITAL EXPENDITURES	70,000.00	70,000.00	
			<u>70,000.00</u>
0108000085 4901 MAINTENANCE (PREVENTATIVE)	7,500.00	7,500.00	
			<u>7,500.00</u>



DEPARTMENT / ACCOUNT		2020 BUDGET	SEPTEMBER, 2020	
			BEGINNING BAL.	ENDING BAL.
PARKS & RECREATION DEPARTMENT				
0110000000 4280	MISC SERVICES - NON CLASSIFIED	5,000.00	3,506.49	145.00
	JOSEPH BORGIA			3,361.49
0110000000 4290	STATIONERY / OFFICE SUPPLIES	500.00	500.00	500.00
0110000000 4320	BUILDING REPAIR - SUPPLY MAINTENANCE	15,000.00	0.00	0.00
0110000000 4330	MEDICAL, CHEMICAL, LAB SUPPLIES	10,000.00	7,831.23	7,831.23
0110000000 4360	SMALL TOOLS / SHOP SUPPLIES	500.00	365.00	365.00
0110000000 4370	PARKS & RECREATION SUPPLIES	12,500.00	6,940.43	273.24
	ARBORCHEM PRODUCTS			611.52
	F & S SUPPLY COMPANY, INC.			135.00
	KEYSTONE CONTAINER SERVICE INC.			2,860.00
	LACKAWANNA PRINTING CO.			475.00
	LAMEO & ASSOCIATES			48.35
	PROPET DISTRIBUTORS, INC.			223.38
	REEVE'S RENT-A-JOHN, INC.			650.00
	ROSSI ROOTER LLC			275.06
	S & S TOOLS & SUPPLIES			1,388.88
0110000000 4420	TRAVEL & 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	3,000.00	777.34	777.34
0110000000 4550	CAPITAL EXPENDITURES	875,000.00	450,402.12	200,307.60
	DON SCARTELLI CONSTRUCTION SERVICES			250,094.52
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	175,000.00	49,850.33	21,500.00
	TITAN TREE SERVICE			28,350.33

DEPARTMENT / ACCOUNT	2020 BUDGET	SEPTEMBER, 2020	
		BEGINNING BAL	ACTIVITY
0140110120 4299 ST. CATS AND DOGS	10,000.00	3,175.00	
			3,175.00
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00	
			1,000.00
0140110140 4299 CIVIL SERVICE COMMISSION	25,000.00	19,082.00	64.60
			19,017.40
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
0140110160 4299 ETHICS BOARD	25,000.00	22,165.45	
			22,165.45
0140115230 4299 TAN SERIES	12,750,000.00	2,417,799.07	
			2,417,799.07
0140115240 4299 TAN SERIES INTEREST	446,250.00	446,250.00	
			446,250.00
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	452,541.66	52,541.66	
			52,541.66
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	155,894.74	84,395.76	
			11,896.78
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	0.00	
			0.00
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	888,012.50	754,006.25	
			754,006.25
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	218,147.96	0.00	
			0.00
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00	
			0.00
0140115331 4299 OPER TSF TO DBT SVC - 2019 GO BONDS BLDG	1,000.00	1,000.00	
			1,000.00
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	3,231,000.00	2,718,000.00	
			513,000.00
			2,205,000.00
			0.00
0140115333 4299 OPER TSF TO DBT SVC - 2018 TAXABLE SERIES	6,559,450.00	6,147,459.88	
			6,147,459.88
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,851.02	25,851.02	
			25,851.02
			0.00

DEPARTMENT / ACCOUNT	2020 BUDGET	SEPTEMBER, 2020	
		BEGINNING BAL.	ENDING BAL.
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	0.00	0.00	
0140115337 4299 OPER TSF TO DBT SVC - ESCO LEASE BUILDING	100,000.00	100,000.00	0.00
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	3,620,500.00	2,952,750.00	100,000.00
0140115339 4299 OPER TSF TO DBT SVC - 2016 SPA	1,878,000.00	1,069,000.00	2,952,750.00
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00	1,069,000.00
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,811.66	244,811.66	0.00
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	429,767.00	0.00	244,811.66
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	0.00	0.00
0140115344 4299 M&T LEASE REFUSE PACKERS	89,937.87	0.00	0.00
0140113090 4299 CONTINGENCY	400,000.00	400,000.00	400,000.00
0140113100 4299 OECD CONTINGENCY	244,000.00	236,838.86	236,838.86
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG. CORBETT PRICE LAW INDUSTRIAL ELECTRONICS, INC. SCRANTON TIMES	300,000.00	75,589.09	921.50 2,015.97 64.60
0140116270 4299 COURT AWARDS STEVENS & LEE	500,000.00	346,621.19	39,186.21
0140117020 4299 VETERAN'S ORGANIZATION	10,000.00	0.00	307,434.98
0140117040 4299 OPEB TRUST FUND	50,000.00	50,000.00	0.00
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	1,000.00	50,000.00
0140117080 4299 TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT	300,000.00	300,000.00	1,000.00
0140117100 4299 GRANT MATCH	763,300.00	440,382.75	300,000.00
			440,382.75



RECEIVED  
OCT 15 2020  
OFFICE OF CITY  
COUNCIL/CITY CLERK

Date: October 15, 2020  
To: Council members  
From: Eileen Cipriani  
Executive Director  
Re: Open application period for CDBG/ HOME/ESG 2021 funding cycle

The City of Scranton's Office of Economic and Community Development(OECD) is opening an application period for non-profit organizations, that are eligible for Community Development Block Grant (CDBG); HOME Investment Partnership Program and/or Emergency Solutions Grant (ESG) funding, to submit projects for the 2021 funding cycle. OECD is requesting that city council announce the application period and a 30 day public comment period ending November 20, 2020.

Community Development Block Grant (CDBG) funds are provided by the U.S. Department of Housing and Urban Development (HUD) in order to improve local communities by providing decent housing, improved infrastructure, public facilities and services, and improved economic opportunities. Applications for public service and public facility projects must primarily serve low to moderate-income persons.

The HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

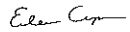
Emergency Solutions Grant (ESG) funds are provided by HUD to assist projects that benefit homeless persons and individuals at risk of homelessness. Qualifying non-profit organizations may apply for funding for eligible projects through ESG.

Applications and program information are available on the ScrantonWorks.org website. Applications will be accepted until November 20, 2020. For more information can be found by visiting [www.scrantonworks.org](http://www.scrantonworks.org) or by emailing [scranton311@scrantonpa.gov](mailto:scranton311@scrantonpa.gov).

OECD requests that council allow for a period of public comment on the agenda at the November 10, 2020 council meeting. OECD will properly advertise the public comment period.

If you have any questions please do not hesitate to reach out.

Sincerely



Eileen Cipriani

CITY OF SCRANTON OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT  
340 N. Washington Avenue • Scranton, Pennsylvania 18503 • Tel: (570) 348-4216 • Fax (570)348-4123 •  
[www.scrantonpa.gov](http://www.scrantonpa.gov)

**Lori Reed**

**From:** Kelley Lindsay <klindsay@kohanskico.com>  
**Sent:** Friday, October 16, 2020 10:19 AM  
**To:** Lori Reed  
**Subject:** City of Scranton Audit

**RECEIVED**  
OCT 16 2020  
OFFICE OF CITY  
COUNCIL/CITY CLERK

Hi Lori,

We wanted to update council on the status of the audit.

On October 1, we received the trial balances for the general fund, special cities and OECD. While we were wrapping up other audit engagements, we worked with Becky to ensure that all of the information we had previously requested was complete and available when our schedule allowed us to start the City's audit. We have started some of the audit testing this week and continue to send updates to Becky with question and additional information requests. Our plan is to do most of the audit remotely but will be on-site periodically for testing. Based on our current schedule, our goal will be to have a draft of the audit complete by mid-December. Going forward, I will send more frequent updates on our progress and any changes to our projected completion date.

Thank you,

Kelley

**KOHANSKI**  
Company, P.C.

Kelley Lindsay, CPA  
3939 Birney Avenue  
Moosic, PA 18507  
**Tel** 570.941.2248 **Fax** 570.941.2236  
[klindsay@kohanskico.com](mailto:klindsay@kohanskico.com)

Any advice contained within this email (including any attachments unless expressly stated otherwise) is based upon current facts and tax laws. Any changes in either the facts or current tax laws could significantly impact the advice and conclusions reached.

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent entrusted with the responsibility of delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message (and documents attached to it, if any), destroy any hard copies you may have created and notify me immediately by replying to this email. Thank you.

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

2020

**CEREMONIOUSLY DEDICATING A PORTION OF COBB AVENUE ADJACENT TO THE ENGINE 10 FIRE STATION LOCATED ON EAST MOUNTAIN ROAD IN HONOR OF CHARLES J. TANSITS, JR.**

**WHEREAS**, Charles J. Tansits, Jr. is a lifelong resident of the City of Scranton who turned 100 years of age on October 11, 2020; and

**WHEREAS**, Mr. Tansits went to St. Mary's grade school and high school graduating in 1939; and

**WHEREAS**, Mr. Tansits was drafted in the Army; and

**WHEREAS**, Tec4 Tansits served with the 305th Medical Battalion, Company D (Clearing Station) in the 80<sup>th</sup> Division during WWII. His tour took him through Europe and he was at the Battle of the Bulge; and

**WHEREAS**, upon his return to the area, Mr. Tansits worked as an upholsterer followed by a long career in the printing industry. He will be retired for 37 years in October; and

**WHEREAS**, Mr. Tansits loves to regularly walk around Lake Scranton and is known to most people who walk Lake Scranton; and

**WHEREAS**, Mr. Tansits was married to Eleanor Osborne Tansits (February 1947 until her death January 2007) and has five children: Mariellen Kaeb, Gloria Wenze, Thomas Tansits, Ronald Tansits and Charles Tansits II.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that we are proud to ceremoniously dedicate a portion of Cobb Avenue Adjacent to the Engine 10 Fire Station located on East Mountain Road to Charles J. Tansits, Jr., a 100-year-old American hero living in Scranton, Pennsylvania.

**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.

**CEREMONIOUSLY DEDICATING A PORTION OF COBB AVENUE ADJACENT TO THE ENGINE 10 FIRE STATION LOCATED ON EAST MOUNTAIN ROAD IN HONOR OF CHARLES J. TANSITS, JR.**

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

Mayor's office

- ***Summary and Facts of the legislation***

Charles Tansits, Jr. turned 100 years old on October 11, 2020. A lifelong resident of Scranton was a veteran of the 80th Infantry Division during World War II. The East Mountain Neighborhood Association wanted to honor Mr. Tansits by naming the lane behind the Engine 10 after Mr. Tansits.

- ***Purpose – please include the following in the explanation:***

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

The legislation recognizes a special person in our Community by naming a street in his honor.

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

*Benefits* – This legislation shows the community that we care about our constituents especially someone of the caliber of Mr. Tansits, an American hero who served our country, who has just turned 100.

*Downside* – N/A.

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

By recognizing important people in our community, we continue to foster the important people who help make this City great!

- ***Financial Impact – please include the following in the explanation:***

- ***Cost (initial and ongoing)***

N/A.

- ***Benefits (initial and ongoing)***

N/A.



- *Funding Sources – please include the following in the explanation:  
If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.*

N/A.

- *Priority Status/Deadlines, if any*

N/A.

- *Why should the Council unanimously support this legislation?*

The benefit to the City is tremendous with no cost to the City.

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

None at this time.



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

October 13, 2020

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

RECEIVED  
OCT 13 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION CEREMONIOUSLY DEDICATING A PORTION  
OF COBB AVENUE ADJACENT TO THE ENGINE 10 FIRE STATION LOCATED ON  
EAST MOUNTAIN ROAD IN HONOR OF CHARLES J. TANSITS, JR.

Very truly yours,

*Joseph A. O'Brien (A)*

Joseph A. O'Brien, Esquire  
Acting City Solicitor

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

2020

**ACCEPTING TWO HUNDRED AND FIFTY (\$250.00) DOLLAR DONATION FROM RICCARDO'S MARKET, INC. PRESENTED TO THE CITY OF SCRANTON POLICE K-9 UNIT.**

WHEREAS, Riccardo's Market, Inc. presented a donation of \$250.00 to the City of Scranton Police K-9 Unit. This donation will be deposited into Special City Account No. 02.229539 entitled "Scranton Police K-9 Unit;" and

WHEREAS, customers of Riccardo's Market, Inc. donated and Riccardo's Market, Inc. matched the customer donations; and

WHEREAS, it is in the best interest of the City to accept this donation to benefit the Scranton Police K-9 Unit.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the donation of \$250.00 from Riccardo's Market of Dunmore is hereby accepted to be deposited into Special City Account No. 02.229539 entitled "Scranton K-9 Unit" to benefit the K-9 Unit.

**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.

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

Scranton Police Department

- ***Summary and Facts of the legislation***

Riccardo's Market, Inc. of Dunmore, Pennsylvania ran a program for customers to donate to the local K-9 police units. The customers donated and Riccardo's Market, Inc. matched the donations. A check for \$250.00 was sent to the K-9 Units of the Scranton and Dunmore Police Departments.

- ***Purpose – please include the following in the explanation:***

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

The legislation allows our Police Department to utilize donations from a generous business owner in the outlying Scranton area to help the K-9 unit.

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

*Benefits* – This donation will help defray costs associated with the K-9 unit of the Police Department.

*Downside* – N/A.

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

The acceptance of the donation helps to maintain and foster relationships with business owners seeking to help defray costs associated with the Police K-9 units.

- ***Financial Impact – please include the following in the explanation:***

- ***Cost (initial and ongoing)***

N/A.

- ***Benefits (initial and ongoing)***

The acceptance of the donation helps to maintain and foster relationships with business owners seeking to help defray costs associated with the Police K-9 units.

- ***Funding Sources – please include the following in the explanation:***

***If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.***

Donation.

- *Priority Status/Deadlines, if any*

N/A.

- *Why should the Council unanimously support this legislation?*

The benefit to the City is tremendous with no cost to the City.

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

None at this time.

# Scranton Police Department

Superintendent of Police

Chief Leonard A. Namiotka

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



## Be Part of The Solution

---

SCRANTON

October 5, 2020

Attorney Jessica Eskra  
Solicitor  
City of Scranton

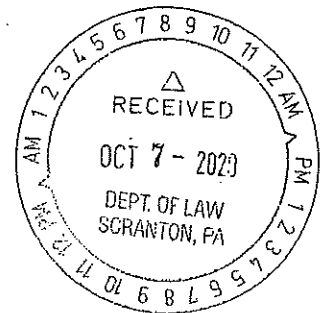
Attorney Eskra,

Please find the attached copy of a \$250.00 check for a donation to the Scranton Police K9 Unit from Riccardo's Market of Dunmore. Can you please draft legislation to formally accept this donation? Please contact me with any questions or concerns on this matter. Thank You.

Sincerely,

Chief Leonard A. Namiotka

A handwritten signature in black ink, appearing to read "Chief Namiotka", written over the printed name.



To Whom it may concern,


We at Riccardo's ran a program for customers to donate to the local K-9 police units. They donated & we matched the donations. Enclosed check is half of the donation. We are sending checks to Dunmore & Scranton K-9 units.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrea Livingstone', with a long horizontal flourish extending to the right.

Andrea Livingstone

Co-owner of Riccardo's Market

Rec'd  
10/11/2020  


Riccardo's Market, Inc

Scranton Police Department


VENDOR: Riccardo's Market, Inc

Check Number 030277

Check Date Sep 25, 2020

OUR REF NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
Item to be Paid - Description					Check Amount \$250.00	
Regular Checking Account					Discount Take	Amount Paid
						250.00

*2020/10/19/2020*



**Riccardo's Market, Inc**  
1219 Wheeler Ave  
Dunmore, PA 18510  
570-348-1176

**FNCB Bank**  
1-877-TRY-FNCB | fncb.com | Member FDIC

60-313/313 CHECK NO. CHECK DATE Sep 25, 2020 VENDOR NO. 030277

Memo:

Two Hundred Fifty and 00/100 Dollars

CHECK AMOUNT 250.00

PAY TO THE ORDER OF

Scranton Police Department

WOUNDED WARRIORS FAMILY SUPPORT

AUTHORIZED SIGNATURE





## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

October 13, 2020

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

RECEIVED  
OCT 13 2020  
OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING TWO HUNDRED AND FIFTY (\$250.00) DOLLAR DONATION FROM RICCARDO'S MARKET, INC. PRESENTED TO THE CITY OF SCRANTON POLICE K-9 UNIT.

Very truly yours,

*Joseph A. O'Brien (S)*  
Joseph A. O'Brien, Esquire  
Acting City Solicitor

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

2020

**RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON TO PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FOR A MULTIMODAL TRANSPORTATION FUND GRANT IN THE AMOUNT OF \$306,000.00 TO BE UTILIZED TO IMPLEMENT PHASE II OF THE STREET SIGN PROJECT FOR THE PURCHASE AND INSTALLATION OF 2,036 STREET SIGNS.**

**WHEREAS**, the City of Scranton is desirous of obtaining funds from the Pennsylvania Department of Community and Economic Development for a Multimodal Transportation Fund Grant to be utilized for the purchase and installation of 2,036 street signs in the amount of \$306,000.00; and

**WHEREAS**, the City of Scranton has already completed Phase I of this Project that consisted of an assessment by KS Engineers; and

**WHEREAS**, KS Engineers found that the City is in need of 2,036 signs that are missing and/or poor quality; and

**WHEREAS**, the funds from this grant will be used for the implementation of Phase II of the Street Sign Project; and

**WHEREAS**, an estimate was obtained from Widmer Signs Co., Inc. to purchase the 2,036 street signs in the amount of \$300,000.00 with an additional \$6,000.00 in administrative costs for the execution of the project as allowed by the Multimodal Transportation Fund guidelines; and

**WHEREAS**, the City of Scranton plans to submit an application for the Multimodal Transportation Funds Grant regarding Phase II of the Street Sign Project, attached hereto as Exhibit "A", and incorporated herein as if set forth at length.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** ratifies and approves the execution and submission of the grant application, incorporated herein as if set forth at length, by the City of Scranton to the Pennsylvania Department of Community and Economic Development for a Multimodal Transportation Fund Grant in the amount of \$306,000.00 to be utilized for the purchase and installation of 2,036 street signs.

**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.

Legislative Cover Sheet – Scranton City Council

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

Summary and Facts of the legislation

DPW submitted a grant application to the DCED Multimodal Transportation Fund Program to request \$306,000 in grant funding to purchase and install 2,036 street signs that have been rated "poor" in the street sign assessment.

Purpose – please include the following in the explanation:

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

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

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

A resolution is needed to apply for and execute this grant funding if awarded.

The benefits is increased pedestrian and traffic safety, improved emergency services response and improved quality of life in the city.

Financial Impact – please include the following in the explanation:

Cost (initial and ongoing)

Benefits (initial and ongoing)

The cost is \$306,000

Funding Sources – please include the following in the explanation:

If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.

The funding source is the DCED Mutlimodal Transportation Fund, there is no municipal match required.

Priority Status/Deadlines, if any

High priority

Why should the Council unanimously support this legislation?

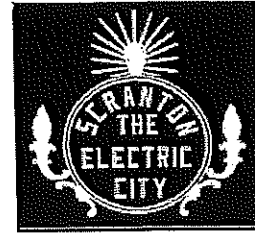
Legislative Cover Sheet – Scranton City Council

It will be a major benefit with no cost to the City

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

**Maggie Perry  
Grant Manager**

City of Scranton  
340 N. Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 558-8335  
Fax: (570) 207-0412  
mamclane@scrantonpa.gov



---

SCRANTON

September 28, 2020

Atty. Jessica Eskra  
City of Scranton  
340 North Washington Avenue  
Scranton, Pa 18503

Re: DCED Multimodal Transportation Fund

Atty. Eskra,

I respectfully request that you send legislation to City Council for a Resolution to apply for and execute \$306,000 in grant funding through the Department of Community and Economic Development Multimodal Transportation Fund.

The City of Scranton is requesting grant funding to implement Phase II of the Street Sign Project, which will consist of the purchase and installation of 2,036 street signs throughout the city that have been rated "poor" by the KS Engineers assessment.

If you have any questions or concerns, please feel free to contact.

Thank you,

Maggie Perry

Grant Manager

**Single Application for Assistance**

Web Application Id: 8482772

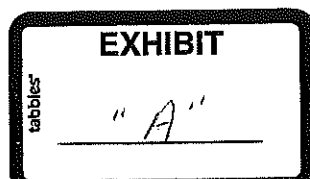
Single Application Id: 202009306522

Applicant: City of Scranton

Program Selected: Multimodal Transportation Fund

**Applicant Information**

Applicant Entity Type:	Government
Applicant Name:	City of Scranton
NAICS Code	9211
FEIN/SSN Number	XXXXXXXXXX
DUNS Number:	
CEO:	Paige Cognetti
CEO Title:	Mayor
SAP Vendor #:	XXXXXX
Contact Name:	Maggie
Contact Title:	Perry
Phone:	(570)-558-8335 Ext.
Fax:	(570)-207-0412
E-mail:	MaMcLane@scrantonpa.gov
Mailing Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503





## Single Application for Assistance

Web Application Id: 8482772

Single Application Id: 202009306522

Applicant: City of Scranton

Program Selected: Multimodal Transportation Fund

### Enterprise Type

Indicate the types of enterprises that describe the organization listed above. You may select more than one type.

<input type="checkbox"/> Advanced Technology	<input type="checkbox"/> Agri-Processor	<input type="checkbox"/> Agri-Producer	<input type="checkbox"/> Authority	<input type="checkbox"/> Biotechnology / Life Sciences
<input type="checkbox"/> Business Financial Services	<input type="checkbox"/> Call Center	<input type="checkbox"/> Child Care Center	<input type="checkbox"/> Commercial	<input type="checkbox"/> Community Dev. Provider
<input type="checkbox"/> Computer & Clerical Operators	<input type="checkbox"/> Defense Related	<input type="checkbox"/> Economic Dev. Provider	<input type="checkbox"/> Educational Facility	<input type="checkbox"/> Emergency Responder
<input type="checkbox"/> Environment and Conservation	<input type="checkbox"/> Exempt Facility	<input type="checkbox"/> Export Manufacturing	<input type="checkbox"/> Export Service	<input type="checkbox"/> Food Processing
<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Healthcare	<input type="checkbox"/> Hospitality	<input type="checkbox"/> Industrial	<input type="checkbox"/> Manufacturing
<input type="checkbox"/> Mining	<input type="checkbox"/> Other	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Recycling	<input type="checkbox"/> Regional & National Headquarters
<input type="checkbox"/> Research & Development	<input type="checkbox"/> Retail	<input type="checkbox"/> Social Services Provider	<input type="checkbox"/> Tourism Promotion	<input type="checkbox"/> Warehouse & Terminal

Government,

## Single Application for Assistance

Web Application Id: 8482772

Single Application Id: 202009306522

Applicant: City of Scranton

Program Selected: Multimodal Transportation Fund

### Project Overview

## Single Application for Assistance

Web Application Id: 8482772

Single Application Id: 202009306522

Applicant: City of Scranton

Program Selected: Multimodal Transportation Fund

### Project Overview

Project Name:

City of Scranton Street Sign Project

Is this project related to another previously submitted project?

No

If yes, indicate previous project name:

Have you contacted anyone at DCED about your project?

No

If yes, indicate who:

## Single Application for Assistance

Web Application Id: 8482772

Single Application Id: 202009306522

Applicant: City of Scranton

Program Selected: Multimodal Transportation Fund

### Project Site Locations

Address:	340 N. Washington Avenue
City:	Scranton
State:	PA
Zip Code:	18503
County:	Lackawanna
Municipality:	Scranton City
PA House:	Kyle Mullins (112), Marty Flynn (113)
PA Senate:	John P. Blake (22)
Current Employees:	300 ♦
Jobs To Be Created:	0 ♦
Designated Areas:	Act 47 Distressed Community

# Single Application for Assistance

Web Application Id: 8482772

Single Application Id: 202009306522

Applicant: City of Scranton

Program Selected: Multimodal Transportation Fund

## Project Budget

	Multimodal Transportation Fund	City of Scranton Local	Total
Miscellaneous	\$306,000.00	\$1.00	
purchase and installation	\$300,000.00	\$0.00	\$300,000.00
Administrative fees	\$6,000.00	\$1.00	\$6,001.00
Total	\$306,000.00	\$1.00	
		<b>Budget Total:</b>	\$306,001.00

### Basis of Cost

Provide the basis for calculating the costs that are identified in the Project Budget.

### Engineer Estimates

### Budget Narrative

The narrative must specifically address each of the cost items identified in the Project Budget section. If an amount is placed in any of the OTHER categories, you must specify what the money will be used for. NOTE: Some programs have specific guidelines regarding the narrative necessary to qualify for that particular resource. Please read the Program Guidelines for details.

The cost is based on an estimate provided by Widmer Signs Co., Inc. to purchase and install 2,036 street signs in the City of Scranton. Widmer Sign Co., Inc. has been building "Signs of your Success" in Scranton, PA for over 85 years. Widmer provided a cost estimate based on the information presented on KS Engineers assessment report. The estimated cost to purchase and install 2,036 signs is \$300,000 (please see attached cost estimate). The administrative cost for the execution of the project is \$6,000, as allowed by the Multimodal Transportation Fund guidelines.

## Single Application for Assistance

Web Application Id: 8482772

Single Application Id: 202009306522

Applicant: City of Scranton

Program Selected: Multimodal Transportation Fund

### Project Narrative

#### What do you plan to accomplish with this project?

Identify the problem(s) that need to be resolved.

The City of Scranton is requesting funding to implement Phase II of the Scranton Street Sign Project. This phase would consist of the purchase and installation of street signs at locations where current street signs are either missing or in poor condition.

#### How do you plan to accomplish it?

Include expected outcomes that are measurable, obtainable, clear and understandable, and valid. Examples of measurable outcomes include jobs created or retained, people trained, land or building acquired, housing units renovated or built, etc.

The project will be accomplished by creating an RFP and hiring a contractor who is capable of installing over 2,000 street signs within the City in a timely manner

#### How do you plan to use the funds?

Should include specific use of funds and reflect the budget provided with the application.

The grant funding would be used to hire a contractor who is capable of purchasing and installing 2,036 street signs of various sizes and shapes

#### Projected Schedule and Key Milestones and Dates

A detailed schedule of activities, including key milestones and dates, must accompany this application if applicable to the project.

The City's RFP process will take approximately 90 days

The purchase and installation of the street signs will take approximately 6 months.

The entire project will be completed within 1 year of being awarded grant funds.

# Single Application for Assistance

Web Application Id: 8482772

Single Application Id: 202009306522

Applicant: City of Scranton

Program Selected: Multimodal Transportation Fund

## Program Addenda

In addition to the Electronic Single Application (ESA), the Applicant shall upload the following to the ESA. All items marked with a red diamond are required to be uploaded to the application for electronic submission. The items that are not marked with a red diamond should also be uploaded if they are applicable to the project. For a more detailed explanation of the items below, please refer to Appendix I of the program guidelines.

I understand this application requires a \$100 application fee to be paid electronically before submitting the online application and I will send the signature page and 1 copy of the single application and all required supplemental information stated in the program guidelines.

Yes

1. Provide a clear and concise description of the project which discusses all of the following: (a) a clear, concise and focused description of the proposed transportation improvements; (b) the specific location of the project site, including the municipality, street names and transportation project boundaries; (c) the need for the proposed transportation improvements; (d) if applicable, whether the transportation improvements will result in positive economic development impact and/or job creation; (e) the estimated start and end dates of construction; (f) the entity (or entities) holding ownership of the transportation improvement project site location.

### Uploaded Documents

1. Project Description.pdf [View](#)

2. Provide a thorough, detailed and complete estimate (including unit costs and quantities) for the total project cost of the transportation improvement project. The estimate must current (within 1 year of application submission) and must be prepared, signed, sealed and dated by a Pennsylvania licensed engineer or other qualified professional.

### Uploaded Documents

2. Cost Estimate.pdf [View](#)

2. Cost Estimate Widmer.pdf [View](#)

3. Provide funding commitment letters from all other project funding sources (including equity commitments). Funding commitments or term sheets provided by lending institutions must include the term, rate, and collateral conditions and must be signed and dated. Funding commitments of equity from the applicant or private third party must be signed and dated (indicating the amount of funds being committed) and be accompanied by documentation (such as audited financial statements)

### Uploaded Documents

3. Matching Funds Commitment.pdf [View](#)

4. Provide a detailed, color-coded design drawing/map with a color legend, that shows a clear illustration of the transportation improvement project to include street names and project boundaries. When applicable, current conditions and proposed improvements should be shown.

### Uploaded Documents

4. KS Engineers Sign Report (1).xlsx [View](#)

## Single Application for Assistance

Web Application Id: 8482772

Single Application Id: 202009306522

Applicant: City of Scranton

Program Selected: Multimodal Transportation Fund

### Program Addenda

4. Map.pdf View

5. If the applicant is not the owner of the transportation improvement site, a letter from the property owner(s) giving applicant consent for the project is required.

#### Uploaded Documents

6. A list of all state, federal, and local planning and permit approvals required for the project.

#### Uploaded Documents

6, 7 Permit and Planning Letter.pdf View

7. A letter from the appropriate planning agency certifying that the proposed project is in compliance with the comprehensive land use plans.

#### Uploaded Documents

6; 7 Permit and Planning Letter.pdf View

8. Provide copies of notification letters submitted to county and municipal governing bodies advising them of the proposed transportation improvement project and the request for funding from the Multimodal Transportation Fund.

#### Uploaded Documents

8. Notification Letter.pdf View

9. For public sector applicants, provide a resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount being sought.

#### Uploaded Documents

9. Resolution.pdf View

10. For projects that include acquisition of land, provide a copy of the sales agreement or easement accompanied by a recent "as is" appraisal (within 1 year of application submission) prepared by either a Member, Appraisers Institute (MAI) or a PA State Certified Appraiser. Should a Public Transportation Agency be requesting grant funds for acquisition, copies of written consent from the county and municipality in which the land is situated is also required.

#### Uploaded Documents

## Single Application for Assistance

Web Application Id: 8482772

Single Application Id: 202009306522

Applicant: City of Scranton

Program Selected: Multimodal Transportation Fund

### Program Addenda

11. For projects that include real estate cash equivalents, provide a copy of a recent "as is" appraisal (within 1 year of application submission) prepared by either a Member, Appraisers Institute (MAI) or a PA State Certified Appraiser. NOTE: Cash equivalents are not acceptable for all eligible applicants and may only include the "as is" appraised value of the real estate which is necessary to construct the proposed transportation improvements contained in the application.

#### Uploaded Documents

DCED is currently teleworking to mitigate the spread of COVID-19 in the Commonwealth. DCED will only be reviewing the electronic application and required supplemental information attachments. Applicants for the Multimodal Transportation Fund do not need to print and mail a hard copy of the application after submitting electronically.





# Pennsylvania Department of Community and Economic Development

Single Application for Assistance

Single Application #: 202009306522

This page must accompany all required supplemental information **Mail to:**

**Pennsylvania Department of Community and Economic Development  
Commonwealth Keystone Building  
Attn: Customer Service Center  
400 North Street, 4th Floor  
Harrisburg, PA 17120-0225**

I hereby certify that all information contained in the single application and supporting materials submitted to DCED via the Internet, Single Application # 202009306522 and its attachments are true and correct and accurately represent the status and economic condition of the Applicant, and I also certify that, if applying on behalf of the applicant, I have verified with an authorized representative of the Applicant that such information is true and correct and accurately represents the status and economic condition of the Applicant. I also understand that if I knowingly make a false statement or overvalue a security to obtain a grant and/or loan from the Commonwealth of Pennsylvania, I may be subject to criminal prosecution in accordance with 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities) and 31 U.S.C. §§ 3729 and 3802 (relating to false claims and statements).



**Signature: Maggie Perry**

The Pennsylvania Department of Community and Economic Development reserves the right to accept or reject any or all applications submitted on the Single Application for Assistance contingent upon available funding sources and respective applicant eligibility.

Multimodal Transportation Fund Program  
City of Scranton

Project Description

The City of Scranton implemented a Street Sign Project in 2019 after a large number of citizen complaints were reported related to the number of missing or unreadable street signs throughout the city. Scranton has approximately 263 centerline miles of roadway with 5,500 intersections; the last time the street signs were assessed and replaced was in 1997. The current street signs are a mix of colors, styles, materials, and ages with varying conditions, many of which are damaged beyond readability or missing.

The Street Sign Project is designed to be implemented in two phases; Phase 1- assessment, Phase 2- replacement/installation. Phase I is complete, this consisted of a street sign assessment performed by KS Engineers in 2019. The assessment included the inspection and rating of every street sign in the city. KS Engineers then created a database with GIS mapping that pinpoints the exact location of every sign, the size/color, post number, side of the road, and condition of the sign. There are currently approximately 19,000 signs registered in the database.

Through this assessment, KS Engineers rated over 2,000 signs in the city to be in “poor” condition and recommended immediate replacement. The City of Scranton is requesting funding for Phase II of the Street Sign Project which includes the replacement of all street signs rated “poor”. Grant funding would be used for the purchase and installation of 2,036 street signs.

Unreadable or missing street signs are a public safety issue. Based on the KS Engineers assessment there are 433 “Stop” signs rated poor at dangerous intersections, increasing the risk of vehicular related accidents, and there are 640 street name signs rated poor which not only causes confusion for the average traveler but also can increase response times from emergency services. When emergency personnel is responding to an incident, missing or damaged street signs can cause increased response times because responders have to communicate with dispatch

Multimodal Transportation Fund Program  
City of Scranton

to navigate the streets. Ensuring that all streets and intersections are properly signed is a public services issue that the City of Scranton is committed to addressing. However, Scranton is an Act 47 Distressed City, due to budget restrictions the city administration lacks the financial capability to complete the Street Sign Project without the intervention of grant funding.

Please see the attached report on the location of all street signs that would be installed with this grant funding, all signs are located in the City of Scranton and will be owned and maintained by the city. Once awarded funding the City will develop and submit a Request for Proposals to hire a contractor who has the capability to complete this project. Once a contractor is selected it is estimated that the project will take approximately 6 months to complete. The City of Scranton Department of Public Works will then be responsible for updating the sign database, maintaining and replacing signs as needed. Completing the Street Sign Project would improve pedestrian and road safety, traffic management, emergency response, and the overall quality of life in the City of Scranton

Multimodal Transportation Fund  
City of Scranton

Cost Estimate

The cost of Phase II of the Street Sign Project is based on an estimate provided by Widmer Signs Co., Inc. to purchase and install 2,036 street signs in the City of Scranton. Widmer Sign Co., Inc. has been building "Signs of your Success" in Scranton, PA for over 85 years. Widmer provided a cost estimate based on the information presented in the KS Engineers assessment report. The estimated cost to purchase and install 2,036 signs is \$300,000 (please see attached cost estimate). The administrative cost for the execution of the project is \$6,000, as allowed by the Multimodal Transportation Fund guidelines.



Widmer Sign Co., Inc.  
2209 Amelia Avenue  
Scranton, PA 18509

# Estimate

Date	Estimate No.
9/22/2020	2020-0286

Maggie Perry, Certified Grant Profession  
City of Scranton  
340 No Washington Ave  
Scranton, PA 18503

Description	Qty	Rate	Total
"Poor" Sign replacements As per the Sign report provided September 18th, 2020, that are 2036 signs to be replaced within the City of Scranton. Widmer Sign estimate for the purposes of the Grant application, a fair estimate to provide these signs to the City, remove the poor signs and install the appropriate replacement, the applications should be for \$300,000.00.		300,000.00	300,000.00
Once Sign specifications are approved, a non-refundable 50% deposit, signed estimate and signed sketch are required to begin acquisition of permit and materials. Balance due upon installation. Allow 4-6 weeks from Permit acquisition to actual installation. All materials provided and installed by Widmer Sign Co, Inc., remain the property of Widmer Sign Co., Inc. until the invoice is paid in full. Widmer reserves the right to remove such items in lieu of payment. Widmer reserves the right to use images of all signs in promotions and networking efforts.		0.00	0.00T
Customer to sign off on final sketches. Logos to be provided via e-mail or disc in .ai, .cdr, .dxf, .eps or .pdf format. Widmer will not be held responsible for variations. Final Sign color may vary from sketch to actual sign. If Logo Color Match is required, Customer must provide Pantone numbers (PMS#) or make actual selection from Vinyl Charts.		0.00	0.00T
This estimate assumes normal installation conditions, additional charges may apply if shale, I-Beams, obstructions, utilities, limited access to location of Pylon for equipment, etc. are encountered during installation. Customer acknowledges any property damage (ie grass ruts, gravel or dirt, black top/pavement damage, etc.) occurring during installation is responsibility of customer		0.00	0.00T

Widmer Sign Co., Inc. has been building "Signs of your Success" for over 80 years. We stan

**Total**

Approval Signature



Widmer Sign Co., Inc.

2209 Amelia Avenue  
Scranton, PA 18509

## Estimate

Date	Estimate No.
9/22/2020	2020-0286

Maggie Perry, Certified Grant Profession  
City of Scranton  
340 No Washington Ave  
Scranton, PA 18503

Description	Qty	Rate	Total
Widmer guarantees all new signage to be free from defects in materials and/or workmanship for one year from the date of installation. Acts of vandalism, God, nature, etc. not covered.		0.00	0.00T
PRICING: This Estimate is subject to conditions over which we have no control (volatile gas, steel, material, shipping costs, etc.), and are therefore subject to change without notice. Steel/Aluminum prices are only being held for 15 days.			
Please let us know if you are in need of COVID-19 Sneeze Guards, Cough Screens, Social Distancing Floor Graphics, CDC Safety Posters, Curb Pick Up, Call Ahead or other directional signs. We are here to help small businesses. #StrongerTogether		0.00	0.00T
Sales Tax		6.00%	0.00

Widmer Sign Co., Inc. has been building "Signs of your Success" for over 80 years. We stan

<b>Total</b>	<b>\$300,000.00</b>
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Approval Signature \_\_\_\_\_



**BUREAU OF CITY PLANNING**

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

September 30, 2020

PA Department of Community and Economic Development  
Center for Business Financing - Grants Office  
Multimodal Transportation Fund  
Commonwealth Keystone Building  
400 North Street  
4th Floor  
Harrisburg, PA 17120-0225

Re: City of Scranton -CFA Multimodal Grant Application - Street Signs

To Whom It May Concern:

Please accept this letter as evidence of support for the Multimodal Grant Application for funding to undertake a project involving the purchase and installation of 2,036 street signs.

We have determined that the project is consistent with our comprehensive plan and a review of the project activities indicates that the project would be consistent with our zoning and planning requirements. No permits or approvals would be required for the replacement of street signs.

If anyone receiving this has any further needs or questions please do not hesitate to contact me at 570-348-4280 or [dking@scrantonpa.gov](mailto:dking@scrantonpa.gov).

Sincerely,

Donald J. King, AICP, CFM  
City Planner



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

October 13, 2020

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

RECEIVED  
OCT 13 2020  
OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RATIFYING AND APPROVING THE EXECUTION AND SUBMISSION OF THE GRANT APPLICATION BY THE CITY OF SCRANTON TO PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FOR A MULTIMODAL TRANSPORTATION FUND GRANT IN THE AMOUNT OF \$306,000.00 TO BE UTILIZED TO IMPLEMENT PHASE II OF THE STREET SIGN PROJECT FOR THE PURCHASE AND INSTALLATION OF 2,036 STREET SIGNS.

Very truly yours,

*Joseph A. O'Brien (S)*

Joseph A. O'Brien, Esquire  
Acting City Solicitor



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

2020

AN ORDINANCE

**AUTHORIZING THE CITY OF SCRANTON TO APPROVE THE DESIGNATION OF THE 300 BLOCK OF CENTER STREET AS A ONE-WAY STREET FROM PENN AVENUE TOWARDS WYOMING AVENUE WITH THE SCRANTON POLICE DEPARTMENT TO ENFORCE THE DESIGNATIONS AS REFLECTED IN THE ATTACHED DRAWING, C-4 CENTER STREET PARKING.**

WHEREAS, the 300 Block of Center Street in the City of Scranton was designated for two-way traffic; and

WHEREAS, the County of Lackawanna is requesting that 300 Center Street located between Penn Avenue and Wyoming Avenue change from a two-way street to a one-way street entering from Penn Avenue and exiting towards Wyoming Avenue. Please refer to correspondence from Lackawanna County Engineer Frank Summa, P.E. dated September 30, 2020 attached hereto as Exhibit "A;" and

WHEREAS, the County of Lackawanna owns and operates the Lackawanna County Government Center at the Globe, located at 123 Wyoming Avenue, Scranton, Pennsylvania that houses various Lackawanna County government and public offices; and

WHEREAS, the 300 block of Center Street runs alongside and abuts the Lackawanna County Government Center; and

WHEREAS, the County of Lackawanna uses the 300 block of Center Street to access its garages, loading docks and other points of ingress and egress to the Lackawanna County Government Center; and

WHEREAS, as noted in the Center Street – Memorandum attached hereto as Exhibit "A," the requested parking for this section of the street is not acceptable by engineering standards for two-way traffic as clearance in some areas of proposed parking would be 16 feet. Please refer to Exhibit "A;"

WHEREAS, Lackawanna County Engineer, Frank Summa, P.E., submitted a drawing, dated September 29, 2020 for Lackawanna Cty. Parking, City of Scranton, Lackawanna Co., "Center Street Parking" noted as C-4 - Project No. 2019701.00 a copy of same attached hereto as Exhibit "B" with the original drawing on file in the Legal Department of the City of Scranton; and

WHEREAS, Frank Summa, P.E. is also requesting that a restriction on left turn movements from the exit of Wyoming Avenue from 8:00am to 5:00pm due to safety concerns along with the placement of signs designating the same; and

NOW THEREFORE, be it ordained that the City Council approves the change in designation of 300 Center Street, Scranton, Pennsylvania, from a two-way street to a one-way street in accordance with the C-4 Center Street Parking drawing, attached as Exhibit "B."

**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, 1971, 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.

**AUTHORIZING THE CITY OF SCRANTON TO APPROVE THE DESIGNATION OF THE 300 BLOCK OF CENTER STREET AS A ONE-WAY STREET FROM PENN AVENUE TOWARDS WYOMING AVENUE WITH THE SCRANTON POLICE DEPARTMENT TO ENFORCE THE DESIGNATIONS AS REFLECTED IN THE ATTACHED DRAWING, C-4 CENTER STREET PARKING.**

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

Lackawanna County

- ***Summary and Facts of the legislation***

Lackawanna County requested that the 300 Center Street located between Penn Avenue and Wyoming Avenue change from a two-way street to a one-way street entering from Penn Avenue and exiting towards Wyoming Avenue.

The County of Lackawanna owns and operates the Lackawanna County Government Center at the Globe, located at 123 Wyoming Avenue, Scranton, Pennsylvania that houses various Lackawanna County government and public offices. As the 300 block of Center Street runs alongside and abuts the Lackawanna County Government Center, the County of Lackawanna uses the 300 block of Center Street to access its garages, loading docks and other points of ingress and egress to the Lackawanna County Government Center.

The Engineers for Lackawanna County does not believe that the requested parking for this section of the street is acceptable by engineering standards for two-way traffic as clearance in some areas of proposed parking would be 16 feet. Lackawanna County Engineer, Frank Summa, P.E., submitted a drawing, dated September 29, 2020 with his proposed plan for the 300 Block of Center Street Proposed Parking.

Additionally, Mr. Frank Summa is also requesting that a restriction on left turn movements from the exit of Wyoming Avenue from 8:00am to 5:00pm due to safety concerns along with the placement of signs designating the same

- ***Purpose – please include the following in the explanation:***

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

The legislation seeks to allow Lackawanna County to continue to use the 300 Block of Center Street for access to their Government Building with the ability to allow parking that would be safe and in accordance with engineering standards.

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

*Benefits* - The benefit of this legislation is desirable for the health, safety and welfare of the people in the City of Scranton, Pennsylvania including maintaining a good working relationship

with the County of Lackawanna that addresses the parking issues associated with their government center.

*Downside* - There is no downside to this legislation as these signs will be in the interest of public safety.

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

This legislation will help the City of Scranton maintain the health, safety and welfare of the people in the City of Scranton, Pennsylvania.

● *Financial Impact – please include the following in the explanation:*

○ *Cost (initial and ongoing)*

There are no costs to the City as the County has requested that they maintain the 300 Block of Center Street. The County of Lackawanna has submitted a Road Maintenance Agreement outlining the terms and conditions which is being placed before Counsel via Proposed Resolution.

○ *Benefits (initial and ongoing)*

The interests of public safety are met and maintained.

○ *Funding Sources – please include the following in the explanation:*

*If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.*

Lackawanna County

● *Priority Status/Deadlines, if any*

Lackawanna County would like to have all the documentation finalized and ready to proceed with the Road Maintenance Agreement by December 1, 2020.

● *Why should the Council unanimously support this legislation?*

The Ordinance is in the best interest of the public safety.

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

None at this time.



# Lackawanna County

Commissioners  
Jerry Notarianni • Debi Domenick, Esq. • Chris Chermak

Jerry Notarianni  
Debi Domenick, Esq.  
Chris Chermak  
Commissioners

Lackawanna County Government Center  
123 Wyoming Avenue, 6<sup>th</sup> Floor  
Scranton PA 18503  
t (570) 963-6800 f (570) 963-6812  
www.LackawannaCounty.org

September 30, 2020

City of Scranton  
Jessica Eskra, Esquire – City Solicitor  
340 N. Washington Avenue  
Scranton, PA 18503

Reference: Center Street – Memorandum  
Wyoming Avenue to Penn Avenue

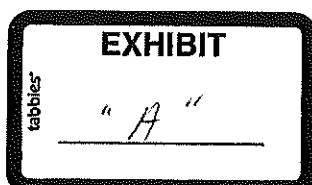
Dear Attorney Eskra:

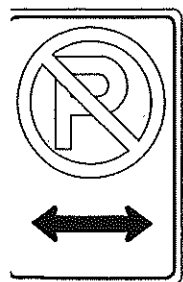
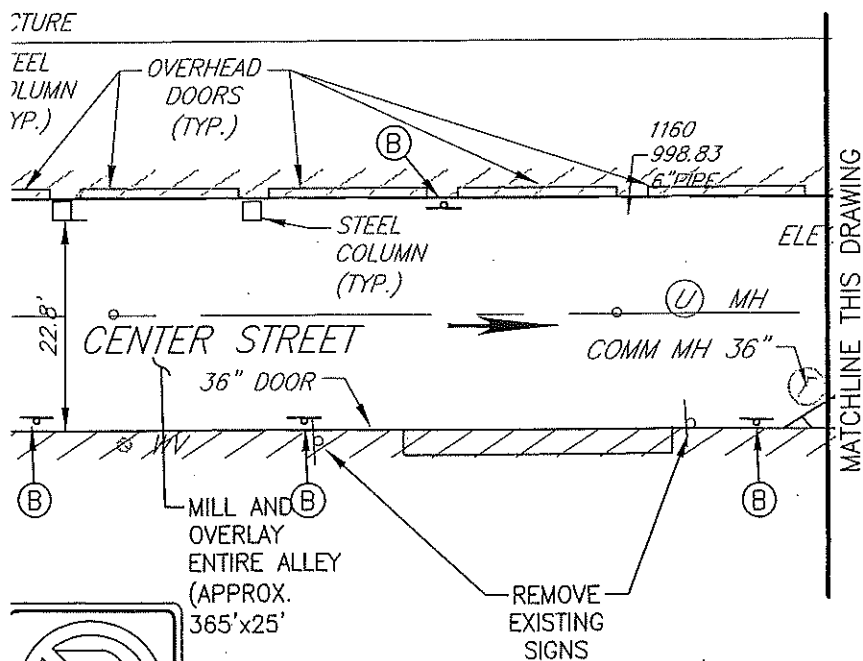
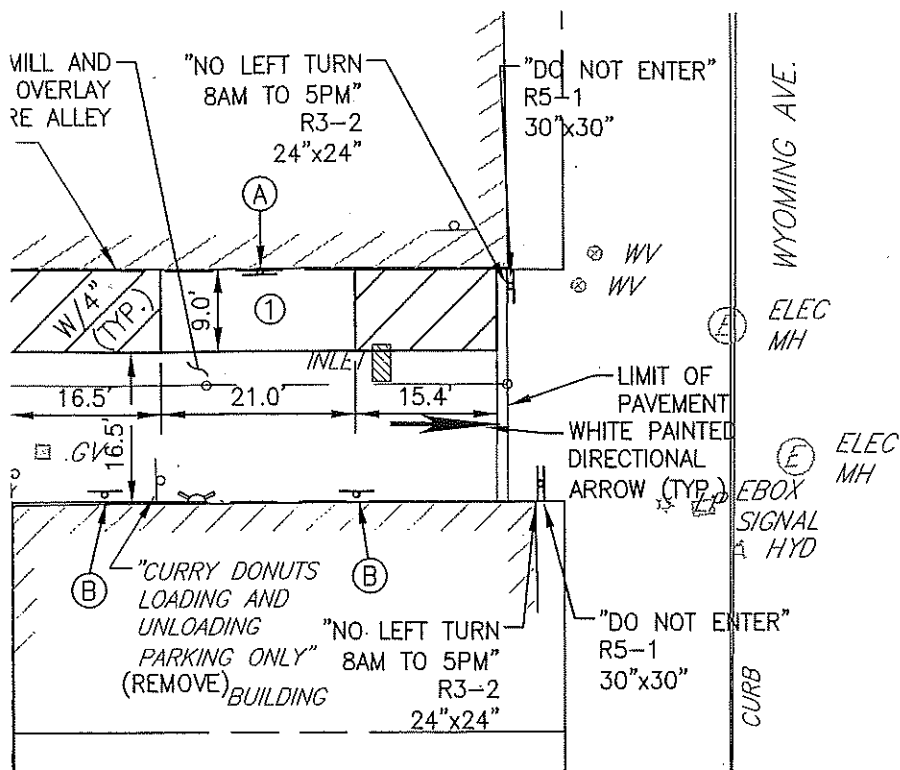
Lackawanna County is hereby requesting that Center Street located between Penn Avenue and Wyoming Avenue be changed to a one-way street from Penn Avenue towards Wyoming Avenue. As County Engineer, we have reviewed this section of Center Street which is approximately 364 feet long. We have determined that this section of Center Street will not be acceptable by engineering standards with the requested parking for two-way traffic. The clearance of Center Street with the proposed parking will be 16 feet in some areas. We are also requesting that no left turn movements from the exit of Wyoming Avenue be allowed from 8:00am to 5:00pm due to safety concerns. A clearance of 16 feet is not acceptable for two-way traffic, in summary, we therefore are requesting this section of Center Street be changed to one-way from Penn Avenue towards Wyoming Avenue as shown on the attached drawing, C-4 Center Street Parking, dated September 29, 2020.

If you need any additional information, or have any questions or concerns, please feel free to reach out to me. You can call me at 570-880-7342.

Sincerely,

Frank Summa, P.E.  
Lackawanna County Engineer



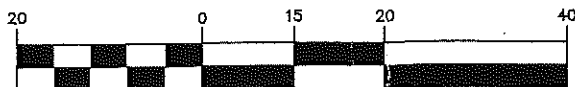


R7-302  
18"x12"  
(13-TOTAL)  
(B)

EXHIBIT

"B"

GRAPHIC SCALE



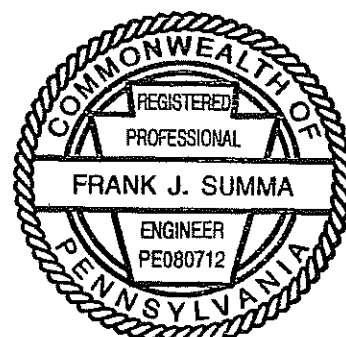
( IN FEET )  
1 inch = 20 ft.

**GPI** Engineering  
Design  
Planning  
Construction Management

570.342.3700

GPINET.COM

Greenman-Pedersen, Inc.  
52 Glenmaura National Blvd.  
Suite 302, P.O. Box 5777  
Scranton, PA 18505



*Frank J. Summa*  
9/29/2020

Signature and Seal

Professional License No.

PE080712

Project

LACKAWANNA  
CTY. PARKING  
CITY OF SCRANTON  
LACKAWANNA Co.

Sheet Title

CENTER STREET  
PARKING

Date

09.29.2020

Project No.

2019701.00

Scale

AS NOTED

Sheet No.

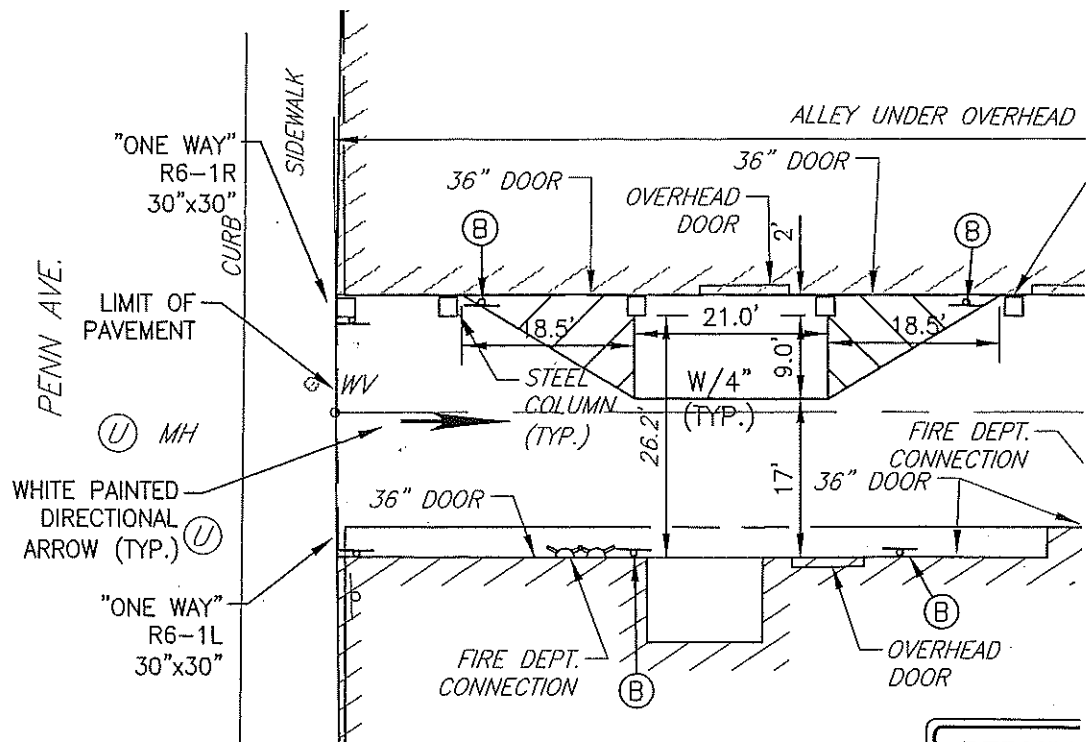
Drawn

DBA

Checked

MC

C-4



RECEIVED  
OCT 06 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK



**DEPARTMENT OF LAW**

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

October 6, 2020

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

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE CITY OF SCRANTON TO APPROVE THE DESIGNATION OF THE 300 BLOCK OF CENTER STREET AS A ONE-WAY STREET FROM PENN AVENUE TOWARDS WYOMING AVENUE WITH THE SCRANTON POLICE DEPARTMENT TO ENFORCE THE DESIGNATIONS AS REFLECTED IN THE ATTACHED DRAWING, C-4 CENTER STREET PARKING.

Very truly yours,

Joseph A. O'Brien, Esquire  
Acting City Solicitor



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

2020

AN ORDINANCE

**AUTHORIZING TWO (2) R5-1 DO NOT ENTER SIGNS (30X30) TO BE INSTALLED AT THE INTERSECTION OF DEPOT STREET/SHAWNEE AVENUE AND R6-IL HORIZONTAL LEFT ONE-WAY SIGNS TO BE INSTALLED AT THE INTERSECTIONS OF RIVERSIDE DRIVE/CANTON PLACE AND RIVERSIDE DRIVE/DEPOT STREET.**

WHEREAS, On August 17, 2020, John J. Pocius, P.E., P.L.S., City Engineer of LaBella Associates responded to an email from Tom Preambo, Director of the Department of Public Works, seeking a determination as to whether a one-way designation north bound is warranted for Riverside Drive. Mr. Pocius met with residents in the Plot Section area of the City of Scranton to do an on-site evaluation. Please refer to the correspondence dated September 23, 2020 from John J. Pocius, P.E., P.L.S., City Engineer attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, a number of citizens/residents of the Plot Section signed a Petition for Installation of Traffic Flow Signs to bring attention to "a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection..." A true and correct copy of the Petition for Installation of Traffic Flow Signs signed by 57 citizens/residents of the Plot Section in support of the request is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, based on the information currently available and also upon professional engineering experience and knowledge, it is the opinion of John J. Pocius, P.E., P.L.S., City Engineer of LaBella Associates with a reasonable degree of Engineering Judgment, that it is in the interest of public safety to have the following recommendations be implemented:

- (1) Two (2) R5-1 Do Not Enter Signs (30x30) shall be installed at the intersections of Depot Street/Shawnee Avenue; and
- (2) R6-IL Horizontal Left One-Way Signs shall be installed at the intersections of Riverside Drive/Canton Place and Riverside Drive/Depot Street.

See Memorandum to Tom Preambo, Director of Department of Public Works from John J. Pocius, P.E., P.L.S., City Engineer dated September 23, 2020 attached hereto as Exhibit "A" and incorporated herein by reference thereto.

**WHEREAS**, On September 23, 2020, Tom Preambo, Director of Public Works, prepared correspondence to Scranton City Council Members to relay that the citizens of the Plot Section of Scranton are requesting a One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, to enable both vehicle and pedestrian traffic to proceed safely. He indicates that the residents stated that the increased traffic and congestion has created a hazardous situation and Tom Preambo, Director of Public Works, concurs with the citizens that One-Way and Do Not Enter signs are needed at the corner of Riverside Drive and Depot Street. Please refer to the correspondence from Tom Preambo, Director of Public Works, to Scranton City Council Members dated September 23, 2020 attached hereto as Exhibit "C" and incorporated herein by reference.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON** that two (2) R5-1 Do Not Enter Signs (30x30) shall be installed at the intersection of Depot Street/Shawnee Avenue and R6-IL Horizontal Left One-Way Signs shall be installed at the intersections of Riverside Drive/Canton Place and Riverside Drive/Depot Street.

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

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

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

**AUTHORIZING TWO (2) R5-1 DO NOT ENTER SIGNS (30X30) TO BE INSTALLED AT THE INTERSECTION OF DEPOT STREET/SHAWNEE AVENUE AND R6-IL HORIZONTAL LEFT ONE-WAY SIGNS TO BE INSTALLED AT THE INTERSECTIONS OF RIVERSIDE DRIVE/CANTON PLACE AND RIVERSIDE DRIVE/DEPOT STREET.**

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

Department of Public Works

- *Summary and Facts of the legislation*

On August 17, 2020, John J. Pocius, P.E., P.L.S., City Engineer of LaBella Associates responded to an email from Tom Preambo, Director of the Department of Public Works, seeking a determination as to whether a one-way designation north bound is warranted for Riverside Drive. Mr. Pocius met with residents in the Plot Section area of the City of Scranton to do an on-site evaluation.

Fifty-seven (57) citizens/residents of the Plot Section signed a Petition for Installation of Traffic Flow Signs to bring attention to “a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection...”

John J. Pocius, P.E., P.L.S., City Engineer of LaBella Associates agrees with the citizens/residents and recommends the following:

- (1) Two (2) R5-1 Do Not Enter Signs (30x30) shall be installed at the intersections of Depot Street/Shawnee Avenue; and
- (2) R6-IL Horizontal Left One-Way Signs shall be installed at the intersections of Riverside Drive/Canton Place and Riverside Drive/Depot Street.

On September 23, 2020, Tom Preambo, Director of Public Works, also prepared correspondence to Scranton City Council Members to relay that the citizens of the Plot Section of Scranton are requesting a One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, to enable both vehicle and pedestrian traffic to proceed safely. He indicates that the residents stated that the increased traffic and congestion has created a hazardous situation and Tom Preambo, Director of Public Works, concurs with the citizens that One-Way and Do Not Enter signs are needed at the corner of Riverside Drive and Depot Street.

- *Purpose – please include the following in the explanation:*
  - *What does the legislation do – what are the specific goals/tasks the legislation seek to accomplish?*

The legislation seeks to allow the Riverside Drive to become a one-way street with the appropriate signs to address concerns outlined in the Petition signed by 57 residents of the Plot

Section that there is a vital need for this designation for the protection of vehicle and pedestrian traffic.

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

*Benefits* - The benefit of this legislation is desirable for the health, safety and welfare of the people in the City of Scranton, Pennsylvania including the interests of the citizens of the Plot Section who have circulated a Petition to request installation of traffic flow signs.

*Downside* - There is no downside to this legislation as these signs will be in the interest of public safety.

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

This legislation will help the City of Scranton maintain the health, safety and welfare of the people in the City of Scranton, Pennsylvania.

- *Financial Impact – please include the following in the explanation:*

- *Cost (initial and ongoing)*

The signs will be placed by the Department of Public Works. There are no ongoing costs once the signs are placed.

- *Benefits (initial and ongoing)*

The interests of public safety are met and maintained by allowing the installation of the traffic flow signs.

- *Funding Sources – please include the following in the explanation:*

*If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.*

Department of Public Works

- *Priority Status/Deadlines, if any*

The citizens/residents would like placement of these signs as soon as possible.

- *Why should the Council unanimously support this legislation?*

The Ordinance is in the best interest of the public safety.

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


None at this time.



**BUREAU OF ENGINEERING**

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

TO: Tom Preambo, Director  
Department of Public Works

FROM:  John J. Pocius, P.E., P.L.S., City Engineer  
LaBella Associates

DATE: September 23, 2020

RE: *One-Way Request*  
*Riverside Drive / Depot Street*

As requested in your email dated August 17, 2020, we met on-site with the residents and performed an on-site evaluation of the above referenced street to determine if a one-way designation north bound is warranted.

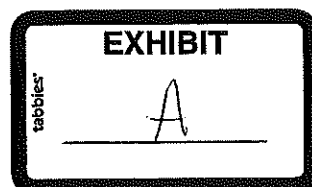
Based on our assessment and our professional engineering experience and judgement, in the interest of public safety, we recommend that Riverside Drive be designated one-way north bound from Canton Place to its intersection with Depot Street continuing to Shawnee Avenue.

Two (2) R5-1 Do Not Enter Signs (30"x30") shall be installed at the intersection of Depot Street / Shawnee Avenue. R6-1L Horizontal Left One-Way Signs shall be installed at the intersection of Riverside Drive / Canton Place and Riverside Drive / Depot Street.

If there are any questions on this matter, do not hesitate to contact our office at (570) 904-6189.

JJP/mal  
Z:\2018 Projects\2182247 Scranton City Engineer 2018-2021\Correspondence\Preambo\_One-Way Req Riverside Dr-Depot St\_09-23-2020.Doc

C. Patricia A. Lafferty, Esquire, Assistant City Solicitor  
QA/QC File



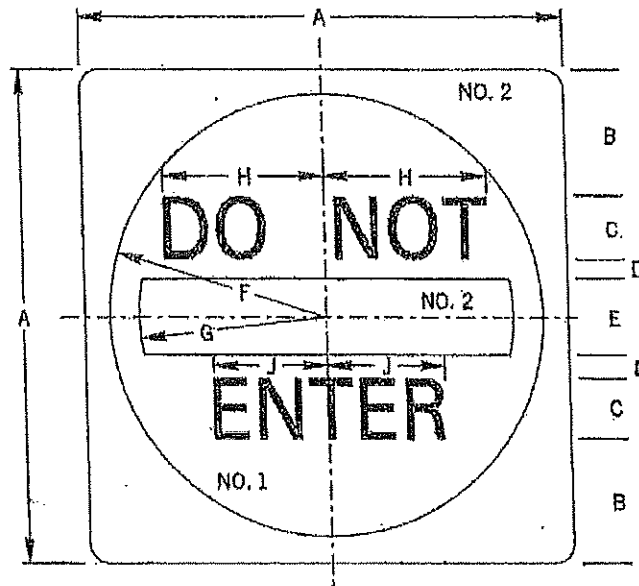
# R5-1

## DO NOT ENTER SIGN

(a) Justification. The Do Not Enter Sign (R5-1) shall be authorized for use to prohibit traffic from entering a restricted road section.

(b) Placement. The R5-1 sign should normally be mounted on the right-hand side of the roadway, facing traffic entering the roadway or ramp in the wrong direction. However, a second sign on the left-hand side of the roadway may be justified, particularly where traffic may be approaching in a turn.

(c) Size. The standard size of the R5-1 sign shall be 30" x 30" for single lane conventional highways, 36" x 36" for multi-lane conventional highways and expressways, and 48" x 48" for freeways.



DIMENSIONS - IN									
SIGN SIZE A x A	B	C	D	E	F	G	H	J	BLANK STD.
30" x 30"	6.6	40	1.9	5	14.5	12.4	9.9	7.9	B3-30
36" x 36"	7.6	50	2.4	6	17.6	15	12.4	9.8	B3-36
48" x 48"	11	60	3	8	23.6	20	14.9	11.8	B3-48

COLOR:

NO. 1:

LEGEND:

WHITE (REFLECTORIZED)

BACKGROUND:

RED (REFLECTORIZED)

NO. 2:

BACKGROUND:

WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By: *Sen C. Rome* Date: 02-29-12  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations

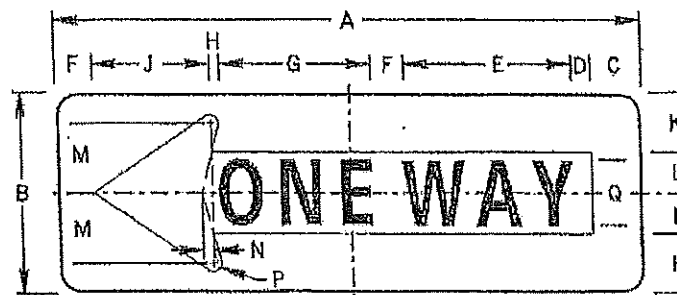
# R6-1L

## HORIZONTAL LEFT ONE-WAY SIGN

(a) Justification. The Horizontal Left One-Way Sign (R6-1L) shall be authorized for use to indicate a street, roadway, or alley upon which vehicular traffic is permitted to travel in only one direction.

(b) Placement. At unsignalized intersections, the R6-1L sign shall be placed on the near right-hand and the far side of the intersection so as to face traffic entering or crossing the one-way street. At signalized intersections, the R6-1L sign shall be placed either near the appropriate signal faces, on poles holding the traffic signals, on mast arm or span wire holding the signals, or at the locations specified for unsignalized intersections.

(c) Size. The standard size of the R6-1L sign for single lane conventional highways shall be 36" x 12". The standard size for multi-lane conventional highways and expressways shall be 54" x 18". See General Notes for additional guidance.



DIMENSIONS - IN															
SIGN SIZE A x B	C	D	E	F	G	H	J	K	L	M	N	P	Q	BOR- DER	BLANK STD.
36" x 12"	3	1.2	10.6*	2.2	9.1*	0.5	7.2	3.4	2.6	4.2	0.6	0.7	4D	0.4	85-3612
54" x 18"	5	3	13.5	4	12.3	2.2	10	5.2	3.8	5.8	0.8	1	5D	0.8	—

\* REDUCE SPACING 35%

### COLOR:

ARROW AND BORDER:  
WHITE (REFLECTORIZED)

BACKGROUND AND LEGEND:  
BLACK (NON-REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By: John C. Rose Date: 02-29-12  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations

# PETITION FOR INSTALLATION OF TRAFFIC FLOW SIGNS

## Return One Way Signs and Do Not Enter Signs – Riverside Drive and Depot Street

### To Scranton City Council

The following citizens of the Plot Section of Scranton, PA 18509, draw to the attention of Scranton City Council, a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection. At the time of the completion of the flood levee in 2006, The Army Corp of Engineers concluded Riverside Drive and Depot Street were to be One-Way, traveling north, due to this being a new intersection, narrow streets and sharp turns. At a point, 4 years ago, those signs were removed and two-way traffic is now allowed on both streets. We, the undersigned, are aware that the increased traffic and congestion at the intersection of Riverside Drive and Depot Street has created a hazardous situation for pedestrians and vehicles. Vehicles have difficulty turning left from Riverside Drive onto Depot Street and in turn, difficulty turning right onto Riverside Drive from Depot Street, especially when met with another vehicle. The community has many pedestrians and motorists who find it increasingly difficult to safely negotiate the vehicular movement. The garage entrance on the 700 block of Depot Street is within 10 feet of this intersection, making it difficult to utilize because of the two-way traffic. Your petitioners therefore request Scranton City Council support this important community issue and encourage the reinstatement of One-Way signs in the 2200 block of Riverside Drive and Do Not Enter signs in the 700 block of Depot Street, along with a hidden driveway sign, left turn sign and the possibility of some chevron signs at this intersection, as soon as possible. Thank you for your consideration.

First Name (please print)	Last Name (please print)	Address	Signature
Thomas	Cipriano	2235 Conneys Ave	Thomas Cipriano
DAVE	KICH	2227 Conneys Ave	Dave Kich
Judy	Kich	2227 Conneys Ave	Judy Kich
John	Hobart	2239 Conneys	John Hobart
Frank	Henley	2234 Conneys	Frank Henley
FRANK	Henley	2234 Conneys	Frank Henley
JAMES	GORDON	2236 Conneys	James P. Gordon
ELLEN	GORDON	2236 Conneys	Ellen Gordon
Rosie	Jackson	2129 Shawnee	Rosie Jackson
Geri	Ostovic	2129 Shawnee	Geri Ostovic
Michael	Hilden	2227 Shawnee	Michael Hilden
Nathan	Hilden	2227 Shawnee	Nathan Hilden

EXHIBIT

tabbies

B



# PETITION FOR INSTALLATION OF TRAFFIC FLOW SIGNS

**Return One Way Signs and Do Not Enter Signs – Riverside Drive and Depot Street**

**To Scranton City Council**

The following citizens of the Plot Section of Scranton, PA 18509, draws to the attention of Scranton City Council, a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection. At the time of the completion of the flood levee in 2006, The Army Corp of Engineers concluded Riverside Drive and Depot Street were to be One-Way, traveling north, due to this being a new intersection, narrow streets and sharp turns. At a point, 4 years ago, those signs were removed and two-way traffic is now allowed on both streets. We, the undersigned, are aware of the increased traffic and congestion at the intersection of Riverside Drive and Depot Street has created a hazardous situation for pedestrians and vehicles. Vehicles have difficulty turning left from Riverside Drive onto Depot Street and in turn, difficulty turning right onto Riverside Drive from Depot Street, especially when met with another vehicle. The community has many pedestrians and motorists who find it increasingly difficult to safely negotiate the vehicular movement. The garage entrance on the 700 block of Depot Street is within 10 feet of this intersection, making it difficult to utilize because of the two-way traffic. Your petitioners therefore request Scranton City Council support this important community issue and encourage the reinstatement of One-Way signs in the 2200 block of Riverside Drive and Do Not Enter signs in the 700 block of Depot Street, along with a hidden driveway sign, left turn sign and the possibility of some chevron signs at this intersection, as soon as possible. Thank you for your consideration.

First Name (please print)	Last Name (please print)	Address	Signature
Doris	Kassman	2132 Shawnee Dr	Doris Kassman
Nancy	Prendergast	2124 Shawnee Ave	Nancy Prendergast
Justin	Stricker	2228 Shawnee Ave	Justin Stricker
Amanda	Schloendorn	2128 Shawnee Ave	Amanda Schloendorn
Kathy	Polansky	2119 Comegys Ave	Kathy Polansky
Joe	POLANSKY	2119 COMEGYS AVE	Joe Polansky
Wilson	PRDYETT	2117 RIVERSIDE DR.	Wilson Prdyett
MaryAnn	Wardell	629 Depot St	MaryAnn Wardell
Norman	Wardell	629 DEPOT ST.	Norman Wardell
Elvira	Dawles	2130 Shawnee Ave	Elvira Dawles
Victoria	Ancherani	2130 Shawnee Ave	Victoria Ancherani
Kristi	Kassman Klien	1122 Marion St	Kristi Kassman Klien

# PETITION FOR INSTALLATION OF TRAFFIC FLOW SIGNS

## Return One Way Signs and Do Not Enter Signs – Riverside Drive and Depot Street

### To Scranton City Council

The following citizens of the Plot Section of Scranton, PA 18509, draws to the attention of Scranton City Council, a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection. At the time of the completion of the flood levee in 2006, The Army Corp of Engineers concluded Riverside Drive and Depot Street were to be One-Way, traveling north, due to this being a new intersection, narrow streets and sharp turns. At a point, 4 years ago, those signs were removed and two-way traffic is now allowed on both streets. We, the undersigned, are aware that the increased traffic and congestion at the intersection of Riverside Drive and Depot Street has created a hazardous situation for pedestrians and vehicles. Vehicles have difficulty turning left from Riverside Drive onto Depot Street and in turn, difficulty turning right onto Riverside Drive from Depot Street, especially when met with another vehicle. The community has many pedestrians and motorists who find it increasingly difficult to safely negotiate the vehicular movement. The garage entrance on the 700 block of Depot Street is within 10 feet of this intersection, making it difficult to utilize because of the two-way traffic. Your petitioners therefore request Scranton City Council support this important community issue and encourage the reinstatement of One-Way signs in the 2200 block of Riverside Drive and Do Not Enter signs in the 700 block of Depot Street, along with a hidden driveway sign, left turn sign and the possibility of some chevron signs at this intersection, as soon as possible. Thank you for your consideration.

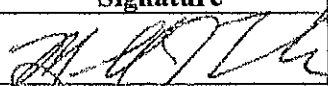
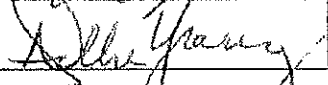


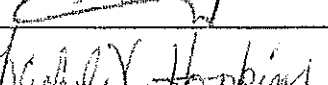
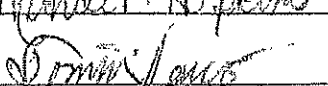
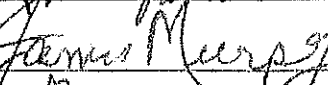
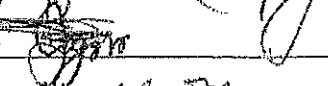
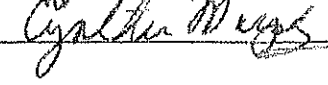
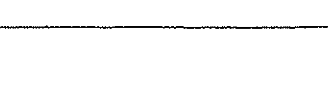
First Name (please print)	Last Name (please print)	Address	Signature
Colleen	Meyers	621 Depot St.	Colleen Meyers
Mary Ann	Murphy	610 Depot St.	Mary Ann Murphy
Joseph	MURPHY	610 Depot St	Joseph A. Murphy
Matthew	Surfgeon	608 Depot St	Matthew Surfgeon
Brian	Padden	2127 Shawnee	Brian Padden
Kim	Padden	2127 Shawnee	Kim Padden
ED	WORKMAN	2324 Shawnee Ave	Ed Workman
Lauren	Higgins	1115 Riverside Dr.	Lauren Higgins
SHERON	Higdon	2117 Shawnee	Sheron Higdon
George	Highlowson	2117 Shawnee Ave	George Highlowson
Adriana	Zampardo	2115 Shawnee	Adriana Zampardo
Terry	Smith	1111 Shawnee	Terry Smith

# PETITION FOR INSTALLATION OF TRAFFIC FLOW SIGNS

## Return One Way Signs and Do Not Enter Signs – Riverside Drive and Depot Street

### To Scranton City Council

The following citizens of the Plot Section of Scranton, PA 18509, draws to the attention of Scranton City Council, a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection. At the time of the completion of the flood levee in 2006, The Army Corp of Engineers concluded Riverside Drive and Depot Street were to be One-Way, traveling north, due to this being a new intersection, narrow streets and sharp turns. At a point, 4 years ago, those signs were removed and two-way traffic is now allowed on both streets. We, the undersigned, are aware that the increased traffic and congestion at the intersection of Riverside Drive and Depot Street has created a hazardous situation for pedestrians and vehicles. Vehicles have difficulty turning left from Riverside Drive onto Depot Street and in turn, difficulty turning right onto Riverside Drive from Depot Street, especially when met with another vehicle. The community has many pedestrians and motorists who find it increasingly difficult to safely negotiate the vehicular movement. The garage entrance on the 700 block of Depot Street is within 10 feet of this intersection, making it difficult to utilize because of the two-way traffic. Your petitioners therefore request Scranton City Council support this important community issue and encourage the reinstatement of One-Way signs in the 2200 block of Riverside Drive and Do Not Enter signs in the 700 block of Depot Street, along with a hidden driveway sign, left turn sign and the possibility of some chevron signs at this intersection, as soon as possible. Thank you for your consideration.

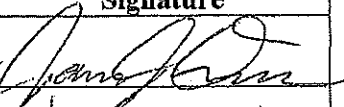
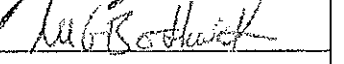
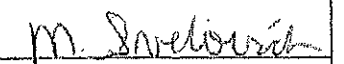
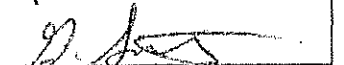
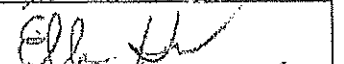
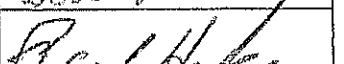
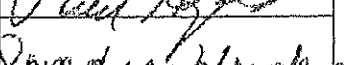
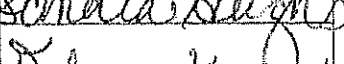
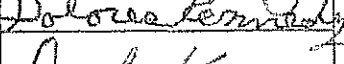
First Name (please print)	Last Name (please print)	Address	Signature
Michael	Fueshko	2209 BROWN AVE SCRANTON PA.	
Dobbie	YEARING	625 Depot St Scranton PA	
Todd	Ardan	536 Grace St Scranton	
Bethany	Ardan	536 Grace St Scranton	
Aaron	Nivent	738 TAYLOR AVE Scranton	
Michele	Hopkins	613 GRACE STREET SCRANTON PA	
DOMINIC	VERASTO	611 GRACE	
JAMES	MURPHY	605 GRACE	
<del>Alyssa</del>	<del>MURPHY</del>	<del>605 GRACE</del>	<del></del>
Cynthia	MURPHY	605 GRACE ST	

## PETITION FOR INSTALLATION OF TRAFFIC FLOW SIGNS

### *Return One Way Signs and Do Not Enter Signs – Riverside Drive and Depot Street*

#### To Scranton City Council

The following citizens of the Plot Section of Scranton, PA 18509, draws to the attention of Scranton City Council, a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection. At the time of the completion of the flood levee in 2006, The Army Corp of Engineers concluded Riverside Drive and Depot Street were to be One-Way, traveling north, due to this being a new intersection, narrow streets and sharp turns. At a point, 4 years ago, those signs were removed and two-way traffic is now allowed on both streets. We, the undersigned, are aware that the increased traffic and congestion at the intersection of Riverside Drive and Depot Street has created a hazardous situation for pedestrians and vehicles. Vehicles have difficulty turning left from Riverside Drive onto Depot Street and in turn, difficulty turning right onto Riverside Drive from Depot Street, especially when met with another vehicle. The community has many pedestrians and motorists who find it increasingly difficult to safely negotiate the vehicular movement. The garage entrance on the 700 block of Depot Street is within 10 feet of this intersection, making it difficult to utilize because of the two-way traffic. Your petitioners therefore request Scranton City Council support this important community issue and encourage the reinstatement of One-Way signs in the 2200 block of Riverside Drive and Do Not Enter signs in the 700 block of Depot Street, along with a hidden driveway sign, left turn sign and the possibility of some chevron signs at this intersection, as soon as possible. Thank you for your consideration.

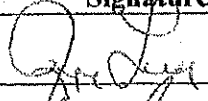
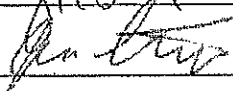

First Name (please print)	Last Name (please print)	Address	Signature
JAMES	OWENS	2124 SHAWNEE AVE	
LEE	BORTHWICK	616 DEPOT ST	
Maria	Svetovich	2125 Shawnee Ave	
George Svet	Svetovich	2125 Shawnee Ave	
Ellen	Holden	8227 Sm	
PAUL	Hughes	2122 Shawnee	
SANDRA	Hughes	2122 Shawnee	
Dolores	Kennedy	616 Dean St	
Jack	Kennedy	616 Dean St	

## PETITION FOR INSTALLATION OF TRAFFIC FLOW SIGNS

### *Return One Way Signs and Do Not Enter Signs – Riverside Drive and Depot Street*

#### To Scranton City Council

The following citizens of the Plot Section of Scranton, PA 18509, draws to the attention of Scranton City Council, a vital need for One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, Scranton, PA 18509, to enable both vehicle and pedestrian traffic to proceed safely through this intersection. At the time of the completion of the flood levee in 2006, The Army Corp of Engineers concluded Riverside Drive and Depot Street were to be One-Way, traveling north, due to this being a new intersection, narrow streets and sharp turns. At a point, 4 years ago, those signs were removed and two-way traffic is now allowed on both streets. We, the undersigned, are aware that the increased traffic and congestion at the intersection of Riverside Drive and Depot Street has created a hazardous situation for pedestrians and vehicles. Vehicles have difficulty turning left from Riverside Drive onto Depot Street and in turn, difficulty turning right onto Riverside Drive from Depot Street, especially when met with another vehicle. The community has many pedestrians and motorists who find it increasingly difficult to safely negotiate the vehicular movement. The garage entrance on the 700 block of Depot Street is within 10 feet of this intersection, making it difficult to utilize because of the two-way traffic. Your petitioners therefore request Scranton City Council support this important community issue and encourage the reinstatement of One-Way signs in the 2200 block of Riverside Drive and Do Not Enter signs in the 700 block of Depot Street, along with a hidden driveway sign, left turn sign and the possibility of some chevron signs at this intersection, as soon as possible. Thank you for your consideration.

First Name (please print)	Last Name (please print)	Address	Signature
Jeff	Leew 15	2126 Coney Run	
Jerry	CASTRO	612 DEPOT ST	
Mary	CASTRO	612 DEPOT ST	




## DEPARTMENT OF PUBLIC WORKS

101 West Poplar Street | Scranton, PA 18508 | 570.348.4180

DATE: September 23, 2020

TO: Scranton City Council Members

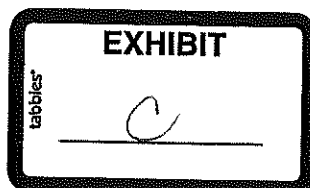
SUBJECT: Riverside Drive

FROM: Director Tom Preambo   
Department of Public Works

The citizens of the Plot Section of Scranton are requesting a One-Way and Do Not Enter signs at the corner of Riverside Drive and Depot Street, to enable both vehicle and pedestrian traffic to proceed safely. They state that the increase traffic and congestion at this intersection of Riverside Drive and Depot Street has created a hazardous situation.

I have reviewed this area and concur with the citizens of the Plot Section of Scranton that a One-Way and Do Not Enter signs are needed at the corner of Riverside Drive and Depot Street.

If you have any questions, please do not hesitate to contact me.





## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

September 29, 2020

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

RECEIVED

SEP 29 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING TWO (2) R5-1 DO NOT ENTER SIGNS (30X30) TO BE INSTALLED AT THE INTERSECTION OF DEPOT STREET/SHAWNEE AVENUE AND R6-IL HORIZONTAL LEFT ONE-WAY SIGNS TO BE INSTALLED AT THE INTERSECTIONS OF RIVERSIDE DRIVE/CANTON PLACE AND RIVERSIDE DRIVE/DEPOT STREET.

Very truly yours,

*Joseph A. O'Brien (s)*

Joseph A. O'Brien, Esquire  
Acting City Solicitor

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

2020

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A ROAD MAINTENANCE AGREEMENT BETWEEN THE CITY OF SCRANTON AND LACKAWANNA COUNTY FOR THE PAVING, REPAIR, SNOWPLOWING, SIGNAGE AND ANY OTHER MAINTENANCE DUTIES, AS NEEDED ONCE THE 300 BLOCK OF CENTER STREET HAS BEEN DESIGNATED ONE-WAY.**

**WHEREAS**, the County of Lackawanna has requested that 300 Center Street located between Penn Avenue and Wyoming Avenue change from a two-way street to a one-way street entering from Penn Avenue and exiting towards Wyoming Avenue; and

**WHEREAS**, the County of Lackawanna owns and operates the Lackawanna County Government Center at the Globe, located at 123 Wyoming Avenue, Scranton, Pennsylvania that houses various Lackawanna County government and public offices; and

**WHEREAS**, the 300 block of Center Street runs alongside and abuts the Lackawanna County Government Center; and

**WHEREAS**, the County of Lackawanna uses the 300 block of Center Street to access its garages, loading docks and other points of ingress and egress to the Lackawanna County Government Center; and

**WHEREAS**, the County of Lackawanna has requested that if the City of Scranton does designate the 300 Block of Center Street as a one-way street, the County of Lackawanna will agree to maintain said public roadway in exchange for the one-way designation; and

**WHEREAS**, if the City of Scranton designates the 300 Block of Center Street as a one-way designation, the County of Lackawanna has requested that the City of Scranton enter into a Road Maintenance Agreement indicating that the County of Lackawanna "shall, at its sole cost and expense, perform all road maintenance requirements for the 300 Block of Center Street between Penn Avenue and Wyoming Avenue including paving, repair, snowplowing, signage and any other maintenance duties, as needed." Please refer to a true and correct copy of the proposed Road Maintenance Agreement attached hereto as Exhibit "A."

**WHEREAS**, upon execution of this Agreement between the Authority and the City, the City will owe the sum of one dollar (\$1.00) to the County of Lackawanna for consideration of the contract; and



WHEREAS, in accordance with the Agreement, this Agreement will commence on December 1, 2020 and shall continue from year to year unless terminated by either party in accordance with the terms of the Agreement. Please refer to Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are authorized to execute and enter into the Road Maintenance Agreement for the maintenance and upkeep of the 300 Block of Center Street, said Agreement is attached hereto marked as Exhibit "A" and incorporated herein by reference thereto.

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

SECTION 2. This 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.

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A ROAD MAINTENANCE AGREEMENT BETWEEN THE CITY OF SCRANTON AND LACKAWANNA COUNTY FOR THE PAVING, REPAIR, SNOWPLOWING, SIGNAGE AND ANY OTHER MAINTENANCE DUTIES, AS NEEDED ONCE THE 300 BLOCK OF CENTER STREET HAS BEEN DESIGNATED ONE-WAY.**

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

Lackawanna County

- *Summary and Facts of the legislation*

Lackawanna County requested that the 300 Center Street located between Penn Avenue and Wyoming Avenue change from a two-way street to a one-way street entering from Penn Avenue and exiting towards Wyoming Avenue.

*Currently, the Law Department submitted an Ordinance regarding the following:*

*The County of Lackawanna owns and operates the Lackawanna County Government Center at the Globe, located at 123 Wyoming Avenue, Scranton, Pennsylvania that houses various Lackawanna County government and public offices. As the 300 block of Center Street runs alongside and abuts the Lackawanna County Government Center, the County of Lackawanna uses the 300 block of Center Street to access its garages, loading docks and other points of ingress and egress to the Lackawanna County Government Center.*

*The Engineers for Lackawanna County does not believe that the requested parking for this section of the street is acceptable by engineering standards for two-way traffic as clearance in some areas of proposed parking would be 16 feet. Lackawanna County Engineer, Frank Summa, P.E., submitted a drawing, dated September 29, 2020 with his proposed plan for the 300 Block of Center Street Proposed Parking.*

*Additionally, Mr. Frank Summa is also requesting that a restriction on left turn movements from the exit of Wyoming Avenue from 8:00am to 5:00pm due to safety concerns along with the placement of signs designating the same.*

The County also requested that we enter into a Road Maintenance Agreement contingent on the designation of one-way. Therefore, if the City of Scranton designates the 300 Block of Center Street as a one-way designation, the County of Lackawanna has requested that the City of Scranton enter into a Road Maintenance Agreement indicating that the County of Lackawanna “shall, at its sole cost and expense, perform all road maintenance requirements for the 300 Block of Center Street between Penn Avenue and Wyoming Avenue including paving, repair, snowplowing, signage and any other maintenance duties, as needed.”

- ***Purpose – please include the following in the explanation:***

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

The legislation seeks to allow Lackawanna County to maintain the 300 Block of Center Street for access to their Government Building with the ability to allow parking that would be safe and in accordance with engineering standards.

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

*Benefits* - The benefit of this legislation is desirable for the health, safety and welfare of the people in the City of Scranton, Pennsylvania including maintaining a good working relationship with the County of Lackawanna that addresses the parking issues associated with their government center. The City also does not have to maintain this street for paving, plowing, street repairs and the like.

*Downside* - There is no downside to this legislation as the City will save money by the County maintaining this public roadway.

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

This legislation will help the City of Scranton maintain the health, safety and welfare of the people in the City of Scranton, Pennsylvania and save money for the maintenance of the roadway.

- ***Financial Impact – please include the following in the explanation:***

- ***Cost (initial and ongoing)***

There are no costs to the City as the County has requested that they maintain the 300 Block of Center Street. The County of Lackawanna has submitted a Road Maintenance Agreement outlining the terms and conditions which is being placed before Counsel via Proposed Resolution.

- ***Benefits (initial and ongoing)***

The interests of public safety are met and maintained.

- ***Funding Sources – please include the following in the explanation:***

***If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.***

Lackawanna County

- ***Priority Status/Deadlines, if any***

Lackawanna County would like to have all the documentation finalized and ready to proceed with the Road Maintenance Agreement by December 1, 2020.

- ***Why should the Council unanimously support this legislation?***

The Ordinance is in the best interest of the public safety and will save the City money in maintenance of the 300 block of Center Street.

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

None at this time.

## Road Maintenance Agreement

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2020, between

**THE COUNTY OF LACKAWANNA**, a political subdivision of the Commonwealth of Pennsylvania, with offices at 123 Wyoming Avenue, Scranton PA 18503 (the "County")

and

**THE CITY OF SCRANTON**, a political subdivision of the Commonwealth of Pennsylvania, with offices at 340 North Washington Avenue, Scranton PA 18503 (the "City")

### WITNESSETH:

**WHEREAS**, The County of Lackawanna owns the real property located at and commonly known as The Lackawanna County Government Center at the Globe, located at 123 Wyoming Avenue, Scranton Pennsylvania, which houses various Lackawanna County government and public offices; and

**WHEREAS**, The City of Scranton owns the public roadway known as Center Street, the 300 block of which runs alongside and abuts the Lackawanna County Government Center; and

**WHEREAS**, The County uses the 300 block of Center Street to access its garages, loading docks and other points of ingress and egress to the Lackawanna County Government Center; and

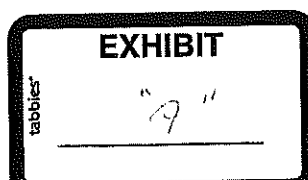
**WHEREAS**, The County has requested that the 300 Block of Center Street be made a one-way street to facilitate access to the County's Government Center, and the County is willing to agree to maintain said public roadway in exchange for the one-way designation going forward; and

**WHEREAS**, the County and City agree that it is in the best interest of the residents of Lackawanna County and the City of Scranton to memorialize this agreement by and between the parties hereto.

**NOW THEREFORE**, The parties, in consideration of the sum of One (\$1.00) Dollar, together with other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in consideration of the mutual covenants and undertakings contained in this Agreement and intending to be legally bound, agree as follows:

1. **Incorporation by Reference**. The foregoing recitals and all terms defined in said recitals are incorporated by reference in and made a part of this Agreement.

2. **One way Designation**. The City agrees to designate, by Ordinance, the 300 block of Center Street a one-way thoroughfare, entering from Penn Avenue and exiting onto Wyoming



Avenue, in accordance with Lackawanna County's Memorandum dated September 30, 2020 (which is attached hereto as Attachment No. 1) and drawing entitled: 2019701 Center Street (a copy of which is attached hereto as Attachment No. 2).

3. **Maintenance.** The County shall, at its sole cost and expense, perform all road maintenance requirements for the 300 block of Center Street, between Penn Avenue and Wyoming Avenue, including paving, repair, snowplowing, signage and any other maintenance related duties, as needed.

4. **Public Thoroughfare.** The parties hereto mutually agree that the 300 block of Center Street shall remain a public thoroughfare and open to traffic.

5. **Indemnification.** The County agrees that they will indemnify, defend and hold harmless the City, and its partners, officers, employees, agents, lessees and authorized representatives, from and against any and all liability, suits, claims, liens, mechanics liens, losses, injuries, costs, expenses, losses and damages (actual, punitive, consequential, special and incidental), suffered or incurred by the City, whether arising out of an injury or occurrence to persons or to property, in connection with its operation, maintenance and repair of the roadway.

6. **Permits.** The City agrees that in connection with any maintenance, repair or paving work to be done on the 300 Block of Center Street, the City recognizes the County as a political sub-division of the Commonwealth of Pennsylvania, and agrees to waive any permit fees for said work performed by the County.

7. **No Agency Relationship.** Nothing in this Agreement shall be construed to create or imply the existence of any agency relationship between the parties.

8. **Term of License.** This Road Maintenance Agreement shall be continuing and shall commence December 1, 2020 and shall continue from year to year, unless terminated by either party with 180 days prior written notice to the other party.

In the event that the City changes the designation of said roadway, without the prior consent of the County, from a one way street as set forth herein, then this agreement shall terminate upon enactment by the City, and all obligations of the County set forth herein shall terminate.

9. **Notice.** All notices required to be given under the provisions of this Agreement shall be in writing and shall be effective upon personal delivery, upon the date of sending by Federal Express or other recognized over-night delivery service, or three (3) days after the date of mailing by United States Certified Mail, return receipt requested, with postage prepaid, addressed to the party to receive notice at the addresses stated in the introductory portion of this Agreement, or at such other address as any party shall from time to time direct by written notice given to the other party in like manner.

10. **Applicable Law.** This Agreement shall be construed according to and governed by the substantive laws of the Commonwealth of Pennsylvania. Venue and Jurisdiction should

remain in the Court of Common Pleas of Lackawanna County.

11. **Interpretation.** Any dispute as to the construction of this Agreement shall be determined neutrally without regard to authorship.

12. **Severability.** If any provision of this Agreement is declared invalid by judicial determination or by the express act of any legislative body with authority to affect this Agreement, only the provision declared invalid shall be deemed invalid, and all other provisions consistent or directly dependent thereon shall remain in full force and effect.

13. **Amendments.** No amendment, modification or release from or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties, and any such amendment, modification, release or waiver shall be effective only in the specific instance and for the specific purpose for which given.

14. **Assignment.** The rights of the parties under this Agreement shall not be assigned or otherwise transferred without the prior written authorization from the other party hereto.

15. **Execution using Multiple Signature Pages.** This Agreement may be executed by using multiple signature pages.

16. **Binding Effect.** This Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties, subject to the restriction on assignment set forth above.

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CITY OF SCRANTON

ATTEST:

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

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

BY: \_\_\_\_\_  
Paige G. Cagnetti, Mayor

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

BY: \_\_\_\_\_  
John Murray, City Controller

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Joseph A. O'Brien, Esq., Acting City Solicitor

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



In Witness whereof, the parties have caused this Agreement to be executed by their proper partners and officers the day and year first above written, intending to be legally bound.

**LACKAWANNA COUNTY**

---

Jerry Notariani  
Chairman Brd. of Commissioners

Attested:

---

Brian Jeffers,  
Chief of Staff

**CITY OF SCRANTON**

---

Paige Cognetti, Mayor

Attested:

---

By:  
Title:



# Lackawanna County

## Commissioners

Jerry Notarianni • Debi Domenick, Esq. • Chris Chermak

Jerry Notarianni  
Debi Domenick, Esq.  
Chris Chermak  
Commissioners

Lackawanna County Government Center  
123 Wyoming Avenue, 6<sup>th</sup> Floor  
Scranton PA 18503  
t (570) 963-6800 f (570) 963-6812  
www.LackawannaCounty.org

September 30, 2020

City of Scranton  
Jessica Eskra, Esquire – City Solicitor  
340 N. Washington Avenue  
Scranton, PA 18503

Reference: Center Street – Memorandum  
Wyoming Avenue to Penn Avenue

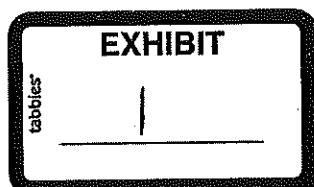
Dear Attorney Eskra:

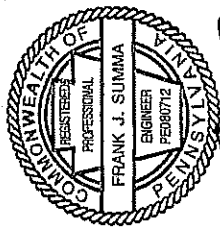
Lackawanna County is hereby requesting that Center Street located between Penn Avenue and Wyoming Avenue be changed to a one-way street from Penn Avenue towards Wyoming Avenue. As County Engineer, we have reviewed this section of Center Street which is approximately 364 feet long. We have determined that this section of Center Street will not be acceptable by engineering standards with the requested parking for two-way traffic. The clearance of Center Street with the proposed parking will be 16 feet in some areas. We are also requesting that no left turn movements from the exit of Wyoming Avenue be allowed from 8:00am to 5:00pm due to safety concerns. A clearance of 16 feet is not acceptable for two-way traffic, in summary, we therefore are requesting this section of Center Street be changed to one-way from Penn Avenue towards Wyoming Avenue as shown on the attached drawing, C-4 Center Street Parking, dated September 29, 2020.

If you need any additional information, or have any questions or concerns, please feel free to reach out to me. You can call me at 570-880-7342.

Sincerely,

Frank Summa, P.E.  
Lackawanna County Engineer



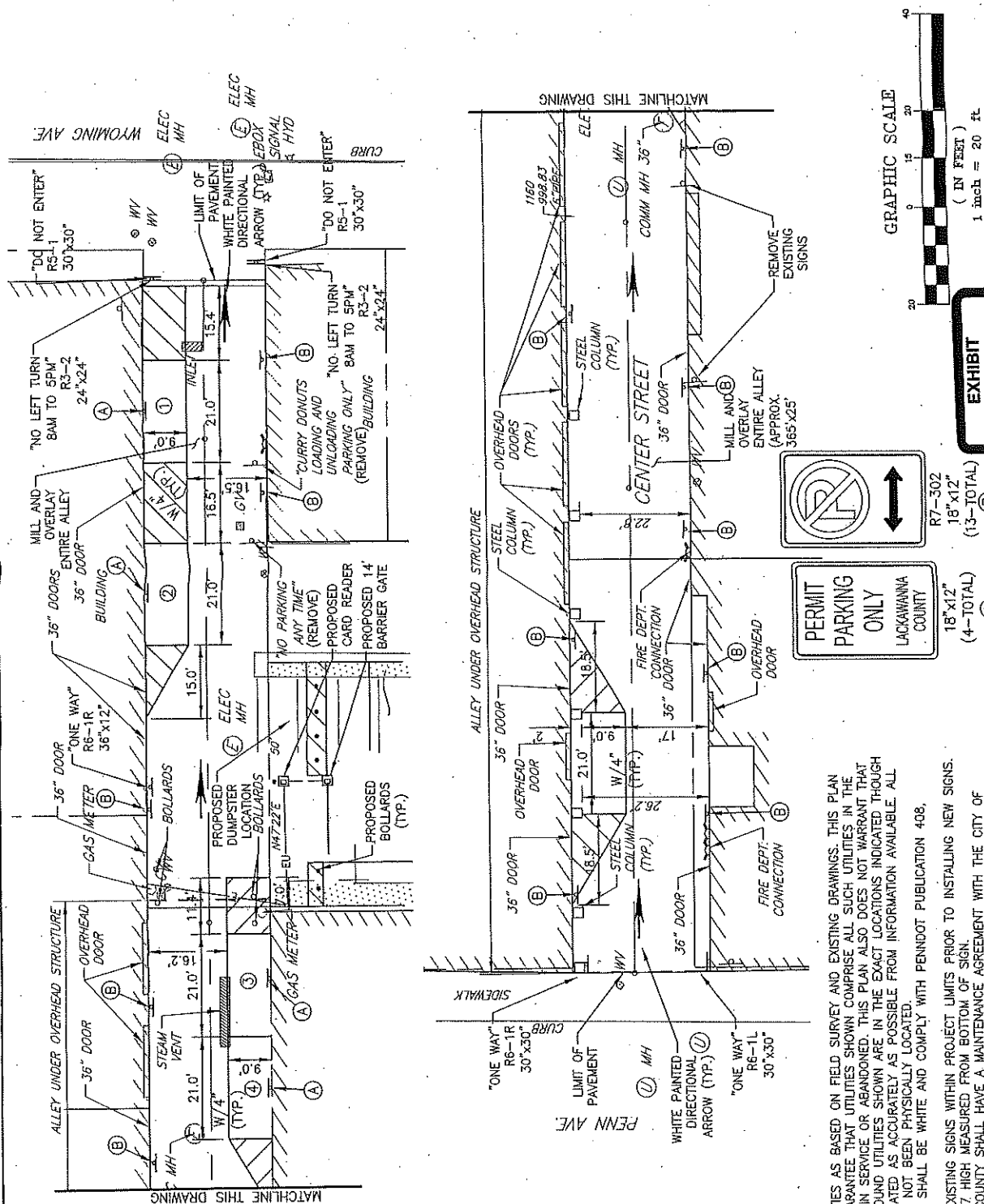


Signature and Seal: Frank S.  
Professional License No. 9/27/2020  
PE080712

LACKAWANNA  
CTY. PARKING  
CITY OF SCRANTON  
LACKAWANNA Co.

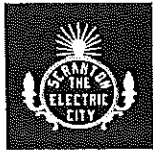
Sheet Title.  
CENTER STREET  
PARKING

Project No.	2019701.00
Sheet No.	C-4
Date	09.29.2020
Scale	AS NOTED
Drawn	DBA
Checked	MC



- GENERAL NOTES:
1. EXISTING UTILITIES AS BASED ON FIELD SURVEY AND EXISTING DRAWINGS. THIS PLAN DOES NOT GUARANTEE THAT UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THIS PLAN ALSO DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATIONS INDICATED THOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. ALL UTILITIES HAVE NOT BEEN PHYSICALLY LOCATED.
  2. ALL MARKINGS SHALL BE WHITE AND COMPLY WITH PENNDOT PUBLICATION 408.
- SECTION 962.
3. REMOVE ALL EXISTING SIGNS WITHIN PROJECT LIMITS PRIOR TO INSTALLING NEW SIGNS.
  4. SIGNS TO BE 7' HIGH MEASURED FROM BOTTOM OF SIGN.
5. LACKAWANNA COUNTY SHALL HAVE A MAINTENANCE AGREEMENT WITH THE CITY OF SCRANTON.

# LIBRARY



## DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

October 6, 2020

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

RECEIVED  
OCT 06 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 ROAD MAINTENANCE AGREEMENT BETWEEN THE CITY OF SCRANTON AND LACKAWANNA COUNTY FOR THE PAVING, REPAIR, SNOWPLOWING, SIGNAGE AND ANY OTHER MAINTENANCE DUTIES, AS NEEDED ONCE THE 300 BLOCK OF CENTER STREET HAS BEEN DESIGNATED ONE-WAY.

Very truly yours,

Joseph A. O'Brien, Esquire  
Acting City Solicitor

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

2020

APPOINTMENT OF MATTHEW MEYER, PH.D., 930 TAYLOR AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE BOARD OF ETHICS EFFECTIVE OCTOBER 20, 2020. DR. MEYER WILL BE REPLACING MARY JO SHERIDAN WHO RESIGNED EFFECTIVE AUGUST 28, 2020. DR. MEYER WILL FILL THE UNEXPIRED TERM OF MARY JO SHERIDAN WHICH IS SCHEDULED TO EXPIRE AUGUST 31, 2022.

WHEREAS, the City adopted a revised Code of Ethics by File of the Council No. 51, 2019 which, *inter alia*, established a Board of Ethics; and

WHEREAS, the Board of Ethics is comprised of two (2) members appointed by the Mayor, two (2) members appointed by City Council and one (1) member appointed by the Controller; and

WHEREAS, Mary Jo Sheridan was appointed by Council by Resolution No. 158, 2019, for a three (3) year term to expire August 31, 2022; and

WHEREAS, Mary Jo Sheridan resigned from the Board of Ethics prior to the expiration of her term in order to accept an appointment as City Treasurer; and

WHEREAS, Council has advertised the vacancy on the Board of Ethics to the public and announced that it is accepting applications for this vacancy caused by Mary Jo Sheridan's resignation; and

WHEREAS, Matthew Meyer, Ph.D. has notified Council that he wishes to be considered for this vacancy and appointed to the Board of Ethics; and

WHEREAS, Council has determined that Matthew Meyer, Ph.D. has the requisite experience, education, qualifications and reputation to fulfill the important duties of a Board of Ethics member with honesty, integrity and fidelity.

NOW, THEREFORE, BE IT RESOLVED that Matthew Meyer, Ph.D., 930 Taylor Avenue, Scranton, Pennsylvania, 18510, is hereby appointed as a member of the Board of Ethics effective October 20, 2020 and expiring on August 31, 2022.

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

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

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

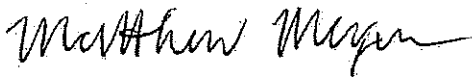
Matthew Meyer  
930 Taylor Ave.  
Scranton, PA  
18510

September 21, 2020

Dear City Council Members:

I am writing to express my interest in the open position on the Scranton City Council's Board of Ethics. As my resume indicates, I am a trained philosopher—this includes training in ethics—and I am currently employed as a professor of philosophy at The University of Scranton. In this role, I have taught a number of ethics courses to hundreds of students, and I have also taught smaller seminars that stress the importance of civic responsibility and the role that ethics should play in our civic and professional lives. I would appreciate this opportunity to “practice what I preach” and to contribute to my community by applying my theoretical understanding of ethics to everyday issues and cases.

Best regards,



Matthew Meyer, Ph.D.  
Scranton Resident

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SEP 21 2020

OFFICE OF CITY  
COUNCIL/CITY CLERK

## **MATTHEW MEYER, PH.D.**

Associate Professor of Philosophy, The University of Scranton

### **EMPLOYMENT**

Associate Professor, The University of Scranton, Philosophy Dept., Fall 2015-Present

Assistant Professor, The University of Scranton, Philosophy Dept., Fall 2010-Spring 2015

Full-Time Lecturer, Boston University, Department of Philosophy, Spring 2010

Lecturer, University of Vienna, Department of Philosophy, 2007-2011

### **EDUCATION**

PhD-MA, Philosophy and Classics (Ancient Greek), Boston University

Doctorate (Distinction), Philosophy, University of Vienna

MTS, Theological Studies, Harvard University

BA (Summa cum Laude), Economics, University of St. Thomas (MN)

### **ADMINISTRATIVE RESPONSIBILITIES**

Faculty Director, Gail Slattery Center for Humanities, The University of Scranton (Fall 2019-Present).

Director, Prelaw Advisory Program, The University of Scranton (Fall 2014-Present)

Director, Legal Studies Concentration, The University of Scranton (Fall 2018-Present)

Chair, General Education Review Committee, The University of Scranton (Fall 2020-Present)

### **SELECTED PUBLICATIONS**

#### **BOOKS**

*Nietzsche's Metaphilosophy: The Nature, Purpose, and Aims of Philosophy* (co-edited with Paul Loeb). Cambridge University Press (2019).

*Nietzsche's Free Spirit Works: A Dialectical Reading*. Cambridge University Press (2019).

*Reading Nietzsche through the Ancients: An Analysis of Becoming, Perspectivism, and the Principle of Non-Contradiction*, in *Monographien und Texte zur Nietzsche-Forschung* (Vol. 66). Berlin: De Gruyter, 2014.

#### **JOURNAL ARTICLES AND BOOK CONTRIBUTIONS**

"Nietzsche's Naturalism and *Thus Spoke Zarathustra*," in *Nietzsche's Thus Spoke Zarathustra: A Critical Guide*, eds. K. Ansell-Pearson and P. Loeb (Cambridge: Cambridge University Press, under contract).

"The Dialectics of Nietzsche's Metaphilosophies," in *Nietzsche's Metaphilosophy*, eds. P. Loeb and M. Meyer (Cambridge: Cambridge University Press, 2019), 22-41.

"The Divine Hanswurst: Nietzsche on Laughter and Comedy," in *Humor, Comedy, and Laughter in 19th-Century Philosophy*, eds. L. Moland and A. Speight (Netherlands: Springer, 2018), 153-173.

"Nietzsche's Ontic Structural Realism?" in *Routledge Philosophy Minds: Nietzsche*, ed. P. Katsafanas, (London: Routledge, 2018), 389-404.

"Nietzsche's Naturalized Aestheticism," *British Journal for the History of Philosophy* (2015), Vol. 23(1): 138-160.



- "The Ancient Quarrel between Philosophy and Poetry in Nietzsche's Early Writings," in *Nietzsche's Value as a Scholar of Antiquity*, eds. A. Jensen and H. Heit (New York: Bloomsbury Academic, 2014), 197-214.
- "Peisetairos of Aristophanes' *Birds* and the Erotic Tyrant of *Republic IX*," in *The Political Theory of Aristophanes*, eds. B-P. Frost and J. Mhire, (Binghamton, NY: SUNY Press, 2014), 275-302.
- "The Comic Nature of *Ecce Homo*," *The Journal of Nietzsche Studies* (2012), Vol. 43(1): 32-43.
- "Nietzsche's Naturalism and the Falsification Thesis," in *Nietzsches Wissenschaftsphilosophie*, eds. H. Heit, M. Brusotti, and G. Abel (Berlin: Walter de Gruyter, 2011), 133-146.
- "The Three Metamorphoses of Nietzsche's Free Spirit," *International Studies in Philosophy* (2006), Vol. 38(3): 49-63.
- "*Human, All Too Human* and the Socrates Who Plays Music," *International Studies in Philosophy* (2004), Vol. 36(3): 171-182.

### SELECTED CONFERENCES AND PRESENTATIONS

- The New School for Social Research, October 2019: "Reconstructing Nietzsche, Contextually."
- University for a Day, Schemel Forum, The University of Scranton, September 2019: "Why Environmentalists Should Be Republicans, Not Liberals."
- "Language and Reality," NTU-Scranton Philosophy Symposium, National Taiwan University, May 2019: "The Problem of Opposites as Fundamental Philosophy."
- University for a Day, Schemel Forum, The University of Scranton, September 2018: "The Real Road to Serfdom?" (Invited)
- Tor Vergata University, Rome, April 2018: "The Free Spirit and the *Selbstaufhebung* of the Will to Truth" (Invited).
- "Humor in Nineteenth-Century Philosophy," Boston University, April 2016: "The Divine *Hanswurst*: Nietzsche on Laughter and Comedy."
- Berlin Research Colloquium, Technical University of Berlin, Germany, January 2016: "The Death of God and the *Selbstaufhebung* of the Will to Truth."
- Power Structuralism in Ancient Ontologies Workshop, Oxford University, England, January 2016: "Nietzsche's Ontic Structural Realism?"
- University for a Day, Schemel Forum, The University of Scranton, September 2014: "From Democracy to Oligarchy? Self-Love and the Future of America."
- University for a Day, Schemel Forum, The University of Scranton, September 2012: "From Self-Interest to Self-Destruction: Views of Greed and Corruption from Antiquity to Modern Times."

### AWARDS, FELLOWSHIPS, AND HONORS

- Faculty Development Grants, The University of Scranton, Summer 2011, 2014, 2017, 2020.
- Project Grant for Nietzsche Workshop, The University of Scranton, April 2015.
- Earhart Dissertation Fellowship, Boston University, 2008-2009.
- Helen G. Allen Humanities Award, Boston University, 2008.
- Boston University Writing Fellowship, 2008-2009 (Declined for Earhart Fellowship)
- Matchette Prize for Best Qualifying Paper, Boston University, 2007: "The Cartesian Circle."
- Presidential Graduate Fellowship, Boston University, 2004-2008.
- Frederick Sheldon Traveling Fellowship, Harvard University, 1999-2000.

Mary Jo Sheridan  
1213 Schlager Street  
Scranton, PA 18504

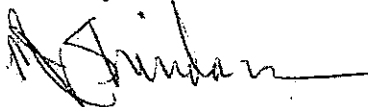
August 28, 2020

The Honorable William Gaughan  
Council President, City of Scranton  
City Hall  
340 N. Washington Avenue  
Scranton, PA 18503

Dear Council President Gaughan,

Albeit for a short tenure, I have thoroughly enjoyed serving as a member of the City of Scranton's Board of Ethics. I am deeply grateful to you and the rest of City Council for giving me the opportunity serve our City in this capacity. Because of my new role as Treasurer, which I will be undertaking shortly, I am resigning my position as a member of the City of Scranton's Ethics Board effective immediately.

Sincerely



Mary Jo Sheridan

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AUG 28 2020

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COUNCIL/CITY CLERK