

**AGENDA**  
**REGULAR MEETING OF COUNCIL**  
**June 1, 2017**  
**6:30 PM**

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES:
  - 3.A MINUTES OF THE SCRANTON-LACKAWANNA HEALTH AND WELFARE AUTHORITY'S REGULAR MEETING HELD MARCH 16, 2017.  
  
[Scranton Lacka Health & Welfare Authority Meeting 3-16-17.pdf](#)
4. CITIZENS PARTICIPATION
5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:
  - 5.A MOTIONS
  - 5.B FOR INTRODUCTION - AN ORDINANCE - AUTHORIZING ONE (1) R6-IL HORIZONTAL LEFT ONE-WAY SIGN AND ONE (1) R6-IR HORIZONTAL RIGHT ONE-WAY SIGN BE INSTALLED BACK TO BACK AT THE EASTERLY CORNER OF VINE STREET AND MONROE AVENUE AND THE EXISTING DO NOT ENTER SIGN AT THE WESTERLY CORNER OF MONROE AVENUE AND VINE STREET BE PLUMBED TO A VERTICAL POSITION.

[Ordinance-2017 Installation of One-Way Signs at Monroe and](#)

[Vine.pdf](#)

- 5.C FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH JIM WILLIAMS D/B/A JIM WILLIAMS SURPLUS FOR GRASS CUTTING AT THE TAYLOR LANDFILL FOR CALENDAR YEAR 2017 CONTRACT TO EXPIRE NOVEMBER 30, 2017 FOR A LUMP SUM BID OF \$8,949.00.

[Resolution-2017 Contract with Jim Williams Surplus grass cutting at Landfill.pdf](#)

- 5.D FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH DUNBAR'S EVERGREEN LANDSCAPING, INC. FOR FLOOD PROJECT LEVEE CUTTING OF SOUTH SCRANTON, ALBRIGHT, PLOT AND GREEN RIDGE LEVEES FOR A TWO (2) YEAR SEASONAL PERIOD BEGINNING MAY 15, 2017 THROUGH OCTOBER 31, 2017 AND MAY 15, 2018 THROUGH OCTOBER 31, 2018 FOR A TOTAL BID PRICE OF \$29,000.00.

[Resolution-2017 Contract with Dunbar's Evergreen for Grass Cutting at Levees.pdf](#)

- 5.E FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT BETWEEN THE CITY OF SCRANTON AND THE SCRANTON SCHOOL DISTRICT WITH JOSEPH M. ALU AND ASSOCIATES TO PERFORM THE SCRANTON SINGLE TAX OFFICE INDEPENDENT AUDIT FOR FISCAL YEARS ENDING DECEMBER 31, 2015 AND DECEMBER 31, 2016.

[Resolution-2017 Contract with Joseph M. Alu for STO Audits.pdf](#)

## 6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

## 7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - FILE OF THE COUNCIL NO. 100, 2017 - AUTHORIZING THE

SECRETARY OF TRANSPORTATION TO ACQUIRE RIGHT-OF-WAY NECESSARY FOR THE WEST LACKAWANNA AVENUE BRIDGE DOCUMENT NO. 04M173 AS PART OF THE CITY OF SCRANTON OWNED BRIDGE PROJECT.

[Ordinance-2017 Right of Way for West Lacka Ave Bridge Project.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - FILE OF THE COUNCIL NO. 101, 2017 - AUTHORIZING THE SECRETARY OF TRANSPORTATION TO ACQUIRE RIGHT-OF-WAY NECESSARY FOR THE ELM STREET BRIDGE DOCUMENT NO. 04M171 AS PART OF THE CITY OF SCRANTON OWNED BRIDGE PROJECT.

[Ordinance-2017 Right of Way for Elm Street Bridge Project.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - FILE OF THE COUNCIL NO. 102, 2017 - AUTHORIZING THE SECRETARY OF TRANSPORTATION TO ACQUIRE RIGHT-OF-WAY NECESSARY FOR THE NORTH MAIN AVENUE BRIDGE DOCUMENT NO. 04M172 AS PART OF THE CITY OF SCRANTON OWNED BRIDGE PROJECT.

[Ordinance-2017 Right of Way for North Main Avenue Bridge Project.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 153, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE TWO (2) STAMPED BITUMINOUS ASPHALT CROSSINGS AT THE INTERSECTION OF OLIVE STREET CROSSINGS AND THE LACKAWANNA RIVER HERITAGE TRAIL.

[Resolution-2017 LHVA Agreement Maintenance of 2 Crossings at Olive Street.pdf](#)

- 7.E FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 154, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE

MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF NAY AUG AVENUE CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.

[Resolution-2017 LHVA Agreement Maintenance of Crossing at Nay Aug Avenue.pdf](#)

- 7.F FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 155, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF ALBRIGHT AVENUE CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.

[Resolution-2017 LHVA Agreement Maintenance of Crossing at Albright Avenue.pdf](#)

- 7.G FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 156, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF POPLAR STREET CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.

[Resolution-2017 LHVA Agreement Maintenance of Crossing at Poplar Street.pdf](#)

- 7.H FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 157, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF EAST MARKET STREET CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.

[Resolution-2017 LHVA Agreement Maintenance of Crossing at East Market Street.pdf](#)

- 7.I FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC WORKS - FOR ADOPTION - RESOLUTION NO. 158, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE TWO (2) RECTANGULAR RAPID FLASHING BEACON'S ("RRFB'S"), STAMPED BITUMINOUS ASPHALT CROSSINGS AT THE INTERSECTION OF BROADWAY STREET AND THE LACKAWANNA RIVER HERITAGE TRAIL.

[Resolution-2017 LHVA Agreement Maintenance of 2 Rectangular Rapid Flashing Beacon's.pdf](#)

- 7.J FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 159, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL ENCROACHMENT PERMIT TO POSH @ THE SCRANTON CLUB TO OPERATE OUTDOOR SEATING AT 404 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA.

[Resolution-2017 Special Encroachment to Posh at 404 N Washington Avenue.pdf](#)

- 7.K FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 160, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL ENCROACHMENT PERMIT TO DAVINCI'S PIZZA TO OPERATE AN OUTDOOR RESTAURANT AT 505 LINDEN STREET, SCRANTON, PENNSYLVANIA.

[Resolution-2017 Special Encroachment to DaVinci's Pizza at 505 Linden Street.pdf](#)

- 7.L FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 161, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL ENCROACHMENT PERMIT TO CAPAA C/O THE RITZ BUILDING TO OPERATE AN OUTDOOR RESTAURANT AT 222 WYOMING AVENUE, SCRANTON, PENNSYLVANIA.

Resolution-2017 Special Encroachment to CAPAA at 222 Wyoming  
Avenue.pdf

8. ADJOURNMENT

**SCRANTON LACKAWANNA HEALTH & WELFARE AUTHORITY  
MINUTES OF MEETING  
MARCH 16, 2017**

**Attended By:**

**Authority Members:**

Vincent O'Bell, Chairman  
William Lazor, Vice Chairman (by phone)  
David Phaneuf, Treasurer (by phone)  
John Granahan, Asst. Secretary

Tim Farrell, Member  
Frank Pazzaglia, Member (by phone)  
Gary Cicerini, Member (by phone)

**Staff Members**

Brian Koscelansky, Solicitor  
Mary Ellen Clarke, Asst. Administrator

RECEIVED

MAY 30 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Mr. O'Bell, the Chairman of the Scranton Lackawanna Health and Welfare Authority called the regular board meeting to order at 5:30PM.

**I. APPROVAL OF MINUTES**

Mr. O'Bell presented the Minutes of the January 19, 2017, meeting which had previously been mailed to the board members. Mr. Granahan moved that the minutes be approved as presented. Mr. Farrell seconded the motion and it passed unanimously.

**II. TREASURER'S REPORT**

**A. Approval of Expenditures**

Ms Clarke presented the Treasurer's Reports for January and February 2017, copies of which are incorporated with the Minutes of this Meeting. As of February 28, 2017, expenditures total \$7,176.24. The balance in the Budget is \$55,423.76. The balance in the operating fund is \$47,960.62. Income received for the month was \$1.90. Administrative Fees received in January total \$34,704.00. A motion to approve the Treasurer's Report for February 2017 was made by Mr. Granahan. It was seconded by Mr. Lazor and it passed unanimously.

**B. Investment Report**

Ms. Clarke reported that a CD matured in February at Fidelity Bank. After calling around for the best rate it was renewed at Fidelity for 1.25% for 18 months.

**III. NEW BUSINESS**

**A. Allied Health Care Resolution**

Atty. Koscelansky presented a resolution for Allied Health Care. Atty. Koscelansky explained that he met with Allied and they will be doing a bank qualified loan. Allied is currently looking into local banks for financing then the Authority will proceed with the Public Hearing and sending

the necessary documents to the City and County officials. Atty. Koscelansky explained that this financing will be approximately \$8-\$10 million to be used for various small projects. These projects may include campus and facilities improvements, I.T. renovations, a hospice unit in one of the buildings, a possible refunding of a previous project and other miscellaneous projects over the next couple years.

Atty. Koscelansky explained that it is a normal Resolution similar to all the other ones the Authority does. With no questions on the Resolution, Mr. Granahan motioned to approve the Resolution as presented. Mr. Farrell seconded and it passed unanimously.

#### **IV. OTHER BUSINESS**

##### **A. Resolutions for Mr. Spinka and Mr. Lavelle**

Atty. Koscelansky stated that at the January 2017 meeting the Board discussed Resolutions for Mr. Lavelle and Mr. Spinka in recognition of their distinguished service to the Scranton Lackawanna Health and Welfare Authority, therefore, the following Resolutions were submitted for approval:

A Resolution honoring Mr. Patrick Lavelle for serving on the Scranton Lackawanna Health and Welfare board for over 31 years.

A Resolution honoring Mr. Phil Spinka for serving on the Scranton Lackawanna Health and Welfare board for over 12 years.

A motion was made by Mr. Lazor to approve the Resolutions. It was seconded by Mr. Granahan and passed unanimously.

Mr. Farrell suggested giving a plaque to each in appreciation for their service. It was discussed and the members felt it is well deserved. Mr. Farrell gave a suggestion for the saying on the plaque and Mr. O'Bell will contact someone to find out the time frame for getting it done.

A motion was made by Mr. Cicerini to approve purchasing a plaque for Mr. Lavelle and Mr. Spinka. It was seconded by Mr. Lazor and passed unanimously.

##### **B. By-Law Revision**

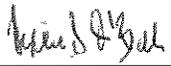
Atty. Koscelansky noted that the Authority's By-Laws were written very long ago and there is nothing in the Authority's By-Laws stipulating that members can attend meetings by calling in on speaker phones. Atty. Koscelansky feels it should be noted in the By-Laws and the board agreed. Atty. Koscelansky will send out a revision to the By-Laws for the members to review before next month's meeting. If the members approve, the Revised By-Laws will be formally approved at next month's meeting.

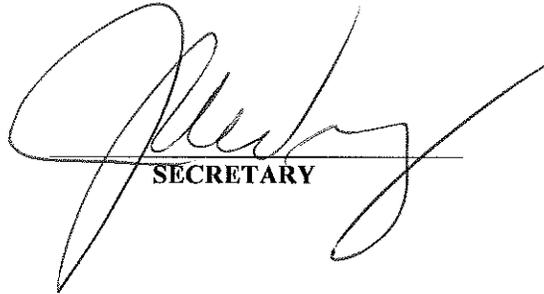
##### **C. Ethic Forms**

Ms. Clarke reminded all members to please return their Ethics form as soon as possible.

**Scranton Lackawanna Health & Welfare Authority**  
**March 16, 2017**

With no further business, Mr. O'Bell asked for a motion to adjourn the meeting. Mr. Granahan motioned and Mr. Farrell seconded. The meeting adjourned at 5:50PM

  
\_\_\_\_\_  
**CHAIRMAN**

  
\_\_\_\_\_  
**SECRETARY**

# SCRANTON/LACKAWANNA HEALTH AND WELFARE AUTHORITY

LACKAWANNA COUNTY ADMINISTRATION BUILDING • P.O Box 860 • 200 ADAMS AVENUE, • SCRANTON, PA 18501-0860

(570) 342-2353

FAX (570) 342-4088

May 18, 2017

RECEIVED

MAY 30 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

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

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

Dear Ms. Reed:

Pursuant to the Pennsylvania Municipality Authorities Act of 1945, enclosed you will find the Minutes of the Scranton-Lackawanna Health & Welfare Authority's Regular Board Meeting of March 16, 2017.

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

Sincerely,



Mary Ellen Clarke  
Asst. Administrator

Enc.

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

2017

AN ORDINANCE

**AUTHORIZING ONE (1) R6-IL HORIZONTAL LEFT ONE-WAY SIGN AND ONE (1) R6-IR HORIZONTAL RIGHT ONE-WAY SIGN BE INSTALLED BACK TO BACK AT THE EASTERLY CORNER OF VINE STREET AND MONROE AVENUE AND THE EXISTING DO NOT ENTER SIGN AT THE WESTERLY CORNER OF MONROE AVENUE AND VINE STREET BE PLUMBED TO A VERTICAL POSITION.**

WHEREAS, On May 5, 2017 City Clerk, Lori Reed sent a request to John Pocius, City Engineer of LaBella Associates addressing the concerns of a city resident with cars traveling in the wrong direction in the 500 Block of Monroe Avenue in the proximity of the area near the Scranton Hebrew Day School at 530 Monroe Avenue; and

WHEREAS, on May 18, 2017 LaBella Associates performed a site reconnaissance to determine the adequacy of the existing signage for the One-Way 500 south bound on the 500 Block of Monroe Avenue. The following is their observance of the current conditions on Monroe Avenue/Vine Street intersection:

Monroe Avenue – One-Way (Southbound)

- Existing R5-1 Do Not Enter Sign in place at the westerly side of Monroe Avenue

WHEREAS, therefore, based on the information currently available and also upon their professional engineering experience and knowledge, it is LaBella Associates opinion with a reasonable degree of Engineering Judgment, that the following recommendations be implemented: 1. One (1) R6-IL Horizontal Left One-Way Sign and One (1) R6-IR Horizontal Right One-Way Sign be installed back to back at the easterly corner of Vine Street and Monroe Avenue and 2. The existing Do Not Enter Sign at the Westerly corner of Monroe Avenue and Vine Street be plumbed to a vertical position. See Memorandum to Lori Reed, City Clerk from John J. Pocius, City Engineer dated May 19, 2017 attached hereto as Exhibit "A" and incorporated herein by reference thereto.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON** that One (1) R6-IL Horizontal Left One-Way Sign and One (1) R6-IR Horizontal Right One-Way Sign be installed back to back at the easterly corner of Vine Street and Monroe Avenue and the existing Do Not Enter Sign at the Westerly corner of Monroe Avenue and Vine Street be plumbed to a vertical position.

**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.

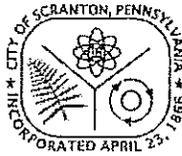
**SECTION 3.** This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

# Council of the City of Scranton

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

Lori Reed  
City Clerk

Amil Minora, Esq.  
Counsel



Joseph Wechsler, President  
Pat Rogan, Vice President  
William Gaughan  
Wayne Evans  
Timothy Perry

May 5, 2017

Mr. John J. Pocius, P.E., P.L.S.  
City Engineer  
LaBella Associates  
1000 Dunham Drive, Suite B  
Dunmore, PA 18512

Dear Mr. Pocius:

At the City Council meeting held May 4, 2017, City resident Samuel Ganz appeared before the Council to express his concern with cars traveling in the wrong direction in the 500 block of Monroe Avenue. Mr. Ganz is most concerned with the proximity of this area to the Scranton Hebrew Day School at 530 Monroe Avenue. He also stated that when he picks up his children from school, he witnesses cars going in the wrong direction on a daily basis.

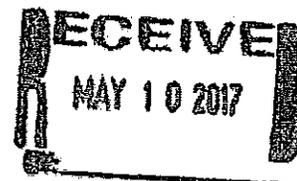
Can you please assess this situation to ensure that there is sufficient One-Way signage to deter motorists from traveling the wrong way on this block?

Please advise of your findings and recommendations. If you have any questions, please feel free to contact me at 570-348-4113. Thank you.

Sincerely,

Lori Reed  
City Clerk

cc: David Osborne, P.E.  
Dennis Gallagher, DPW Director  
Chief Carl R. Graziano, Scranton Police Department  
Scranton City Council





**BUREAU OF ENGINEERING**

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

**MEMORANDUM-VIA EMAIL**

**TO:** Lori Reed, City Clerk  
Council of the City of Scranton  
340 North Washington Avenue  
Scranton, Pennsylvania 18503

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

**DATE:** May 19, 2017

**RE:** *500 Block Monroe Avenue  
One-Way Signage*

As requested in your letter dated May 5, 2017, we performed a site reconnaissance on Thursday May 18, 2017 to determine the adequacy of the existing signage for the One-Way 500<sup>th</sup> south bound on the 500 Block Monroe Avenue. The following is our observations of the current conditions on the Monroe Avenue/Vine Street intersection:

**Monroe Avenue- One-Way (Southbound)**

- Existing R5-1 Do Not Enter Sign in place at the westerly side of Monroe Avenue.

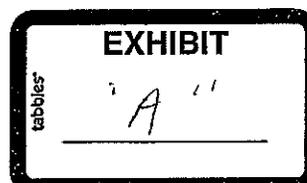
Therefore, based on the information currently available to us, and also upon our professional engineering experience and knowledge, it is our opinion with a reasonable degree of Engineering Judgment, the following recommendations be implemented:

1. One (1) R6-1L Horizontal Left One-Way Sign and One (1) R6-1R Horizontal Right One-Way Sign be installed back to back at the easterly corner of Vine Street and Monroe Avenue.
2. The existing Do Not Enter Sign at the westerly corner of Monroe Avenue and Vine Street be plumbed to a vertical position.

If there are any questions on this matter, do not hesitate to contact our office at (570) 342-3101.

JJP/lmz  
Z 11-04-30:SCRANTON CITY ENGINEER; Reed memo- one-way signage 5-19-17  
Enclosures

C  
Jessica Boyles, Esquire, City Solicitor  
Dennis Gallagher, Director, Department of Public Works  
Carl Graziono, Chief, Scranton Police Department  
QA/QC C. File



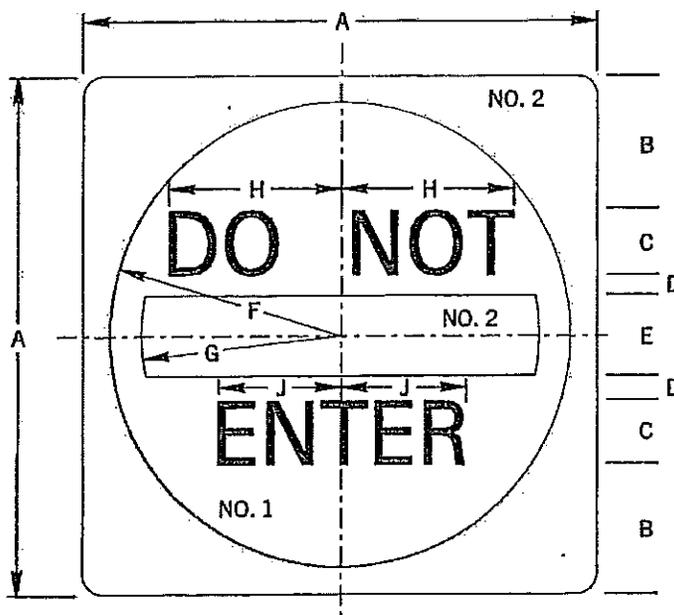
# R5-1

## 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	4D	1.9	5	14.6	12.4	9.9	7.9	B3-30
36" x 36"	7.6	5D	2.4	6	17.6	15	12.4	9.8	B3-36
48" x 48"	11	6D	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 : Alan C. Rowe Date : 02-29-12  
 Chief, Traffic Engineering and Permits Section  
 Bureau of Maintenance and Operations

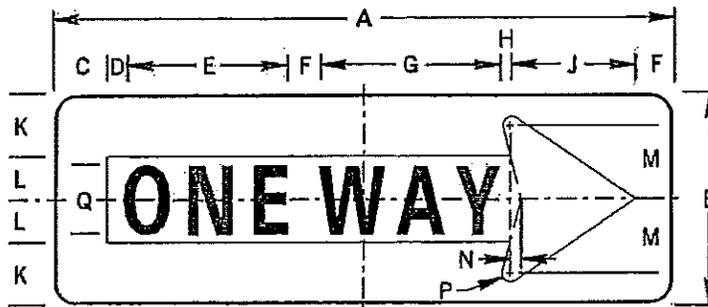
# R6-1R

## HORIZONTAL RIGHT ONE-WAY SIGN

(a) Justification. The Horizontal Right One-Way Sign (R6-1R) shall be authorized for use to indicate a street, roadway, or alley upon which vehicular traffic is permitted to travel in only one direction. Where the central island of a roundabout allows for installation of signs, the R6-1R sign may be used instead of or in addition to Roundabout Directional Arrow (R6-4 series) signs to direct traffic counter-clockwise around the central island.

(b) Placement. At unsignalized intersections, the R6-1R 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 R6-1R 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. Where used on the central island of a roundabout, the mounting height of a R6-1R sign should be at least 4 feet, measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way.

(c) Size. The standard size of the R6-1R 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	9.1*	2.2	10.6*	0.5	7.2	3.4	2.6	4.2	0.6	0.7	4D	0.4	B5-3612
54" x 18"	5	3	12.3	4	13.5	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: Alan C. Rowe Date: 02-29-12  
Chief, Traffic Engineering and Permits Section  
Bureau of Maintenance and Operations

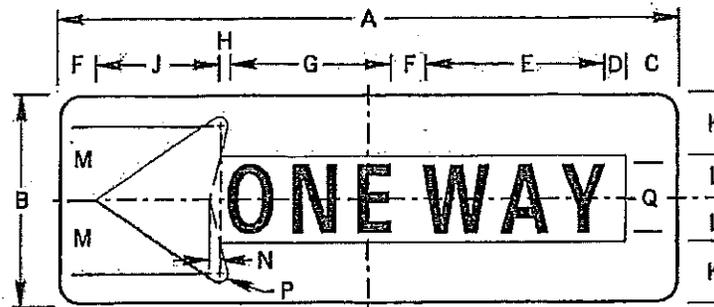
# R6-1L

## 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	B5-3612	
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%

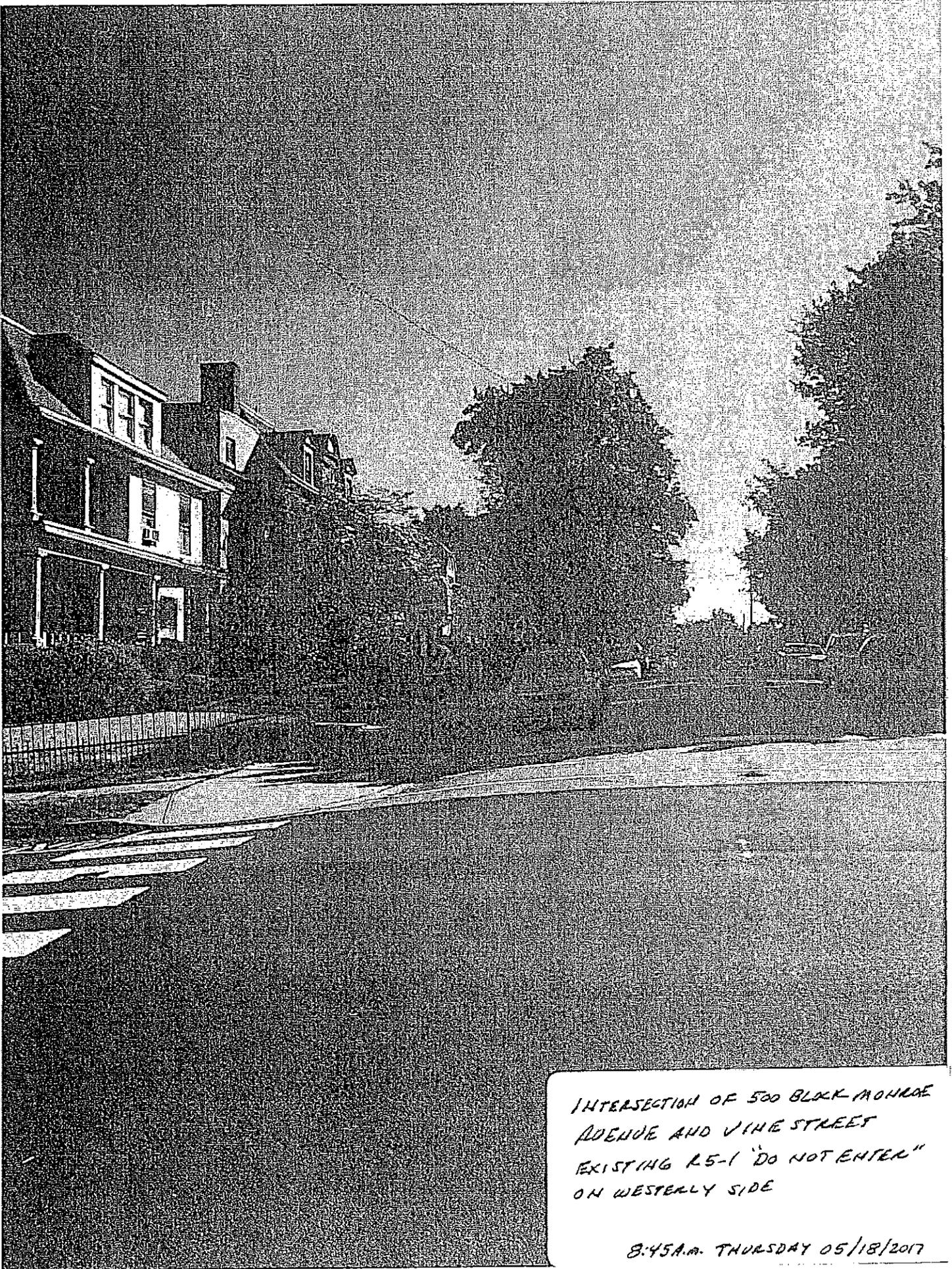
### COLOR:

ARROW AND BORDER:  
WHITE (REFLECTORIZED)

BACKGROUND AND LEGEND:  
BLACK (NON-REFLECTORIZED)

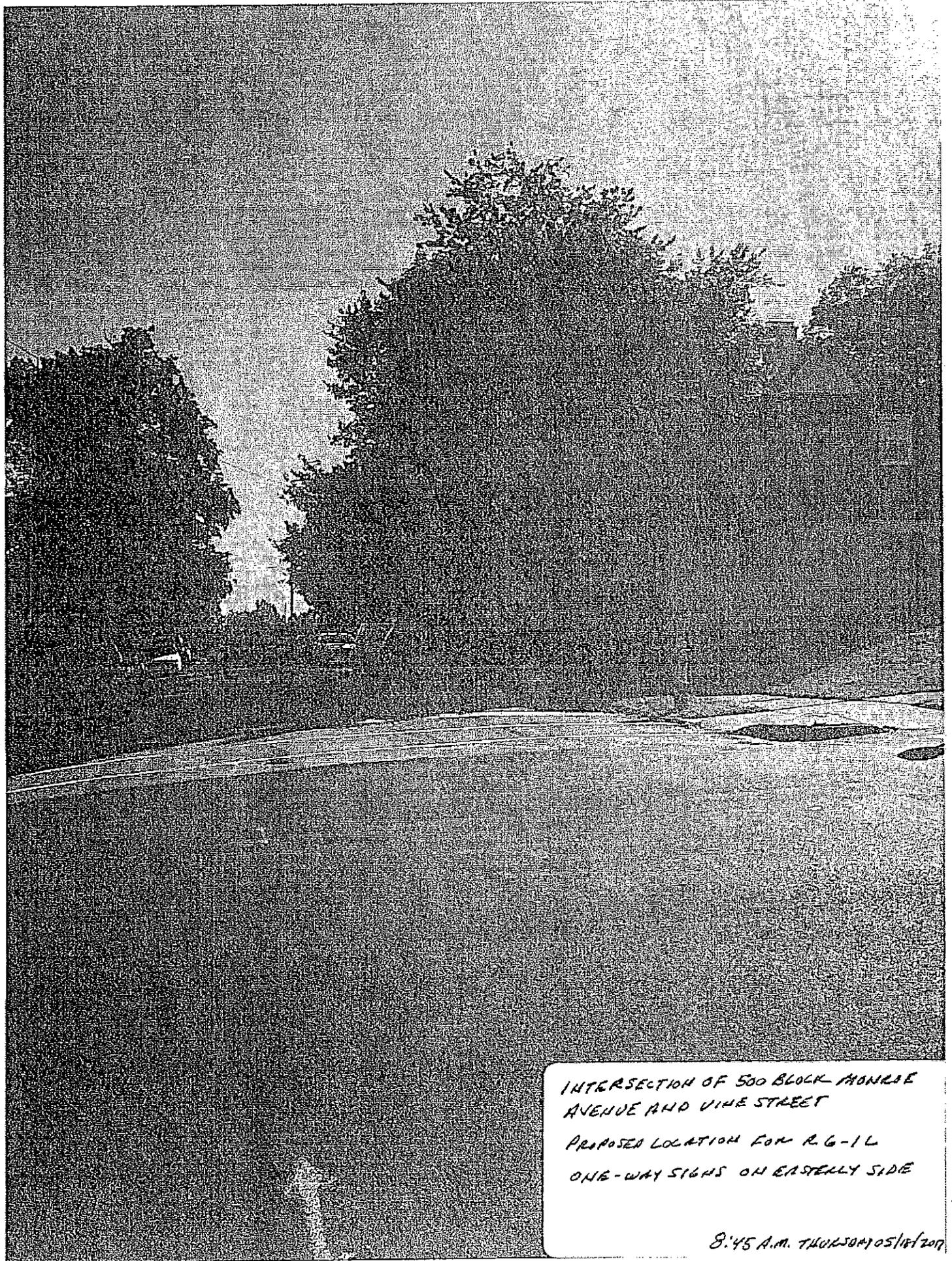
APPROVED FOR THE SECRETARY OF TRANSPORTATION

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



INTERSECTION OF 500 BLOCK MONROE  
AVENUE AND VINE STREET  
EXISTING R5-1 "DO NOT ENTER"  
ON WESTERLY SIDE

8:45A.M. THURSDAY 05/18/2017



INTERSECTION OF 500 BLOCK MONROE  
AVENUE AND VINE STREET

PROPOSED LOCATION FOR R.6-1L  
ONE-WAY SIGNS ON EASTERNLY SIDE

8:45 A.M. THURSDAY 05/18/2017



DEPARTMENT OF LAW

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

May 25, 2017

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

RECEIVED

MAY 25 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING ONE (1) R6-IL HORIZONTAL LEFT ONE-WAY SIGN AND ONE (1) R6-IR HORIZONTAL RIGHT ONE-WAY SIGN BE INSTALLED BACK TO BACK AT THE EASTERLY CORNER OF VINE STREET AND MONROE AVENUE AND THE EXISTING DO NOT ENTER SIGN AT THE WESTERLY CORNER OF MONROE AVENUE AND VINE STREET BE PLUMBED TO A VERTICAL POSITION.

Respectfully,

*Jessica L. Boyles (s)*  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH JIM WILLIAMS D/B/A JIM WILLIAMS SURPLUS FOR GRASS CUTTING AT THE TAYLOR LANDFILL FOR CALENDAR YEAR 2017 CONTRACT TO EXPIRE NOVEMBER 30, 2017 FOR A LUMP SUM BID OF \$8949.00**

WHEREAS, a request for Proposal was advertised for grass cutting of the Taylor Landfill for the contract year 2017 and four (4) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted it was determined that it would be in the best interest of the City to award the Contract to Jim Williams d/b/a Jim Williams Surplus for the reasons provided in the Memo attached hereto from the Director of the Department of Public Works..

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Jim Williams d/b/a Jim Williams Surplus for grass cutting at the Taylor Landfill for the calendar year 2017 (Contract to expire on November 30, 2017) for a lump sum bid of \$8949.00.

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

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

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

# CONTRACT

This contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2017 effective from \_\_\_\_\_ to \_\_\_\_\_ by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

JIM WILLIMAS D/B/A JIM WILLIAMS SURPLUS  
267 MAIN STREET  
OLYPHANT, PA,  
PHONE NO. (570) 947-6136

hereinafter called "Contractor".

## WITNESSETH:

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

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

### ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing grass cutting at the Taylor Landfill. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON GRASS CUTTING  
TAYLOR LANDFILL FOR CONTRACT YEAR 2017  
CONTRACT TO EXPIRE NOVEMBER 30, 2017  
PER THE ATTACHED BID PROPOSAL AND  
SPECIFICATIONS  
LUMP SUM BID \$8,949.00

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Jim Williams d/b/a Jim Williams Surplus dated April 20, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

### ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

- (a) Name of insurance company, policy number, and expiration data;

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

#### ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

#### ARTICLE IX - ENTIRE AGREEMENT

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

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

---

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

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

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

COUNTERSIGNED:

\_\_\_\_\_  
CITY CONTROLLER

\_\_\_\_\_  
DIRECTOR DEPARTMENT OF PUBLIC WORKS

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY SOLICITOR

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

JIM WILLIAMS D/B/A JIM WILLIAMS SURPLUS

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

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



DEPARTMENT OF PUBLIC WORKS

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

Date: May 02, 2017

Subject: City of Scranton  
Grass Cutting at Taylor Landfill

To: Ms. Jessica Boyles, Esquire  
City Solicitor

From: Dennis Gallagher *DG*  
Director, Department of Public Works

This is to inform you that we intend to award a contract to Jim Williams Surplus. This contract is for grass cutting at Taylor Landfill. Jim Williams Surplus was the lowest, most responsible bidder.

Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor William Courtright  
Mrs. Roseann Novembrino, City Controller  
Ms. Julie Reed, Purchasing Clerk

Department of Business Administration

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



SCRANTON

May 1, 2017

Mr. Dennis Gallagher  
DPW Director  
101 Poplar Street  
Scranton, Pa. 18508

Dear Mr. Gallagher,

This is to inform you that proposals were opened Monday, May 1, 2017 in Council Chambers for **Grass Cutting at the Taylor Landfill for the Contract Year 2017.**

Attached are the copies of the proposals submitted:

**Dunbars Evergreen Landscaping**  
**Evergreen**  
**Francis DeAngelo**  
**Jim Williams Surplus**

After your review of the bids, please inform the law office of your decision so they may call for a contract or reject said bid.

Thank you for your cooperation in this matter

Sincerely,

A large, handwritten signature in cursive script that reads "Julie Reed". The signature is written in black ink and is positioned over the typed name and title.

Julie Reed,  
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller  
Mrs. Lori Reed, City Clerk  
Ms. Jessica Boyle, City Solicitor  
File

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



SCRANTON

April 5, 2017

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

Dear Mr. Gallagher,

This is to inform you that bids will be opened in Council Chambers on Monday, May 1, 2017 at 10:00 A.M. for the following:

GRASS-CUTTING AT THE TAYLOR LANDFILL

FOR THE CONTRACT YEAR 2017

There will be a Mandatory Pre-Bid Conference on Wednesday, April 19, 2017 at 10:00 A.M. at the Department of Public Works (DPW)—101 West Poplar St. Scranton, Pa. 18508 for the purpose of reviewing the project.

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,  
Purchasing Clerk

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

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT THEIR OFFICE IN CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL **10:00 A.M., MONDAY, MAY 1, 2017** AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HER DESIGNEE) FOR THE FOLLOWING:

**GRASS-CUTTING OF TAYLOR LANDFILL  
FOR CONTRACT YEAR 2017**

BIDDING DOCUMENTS MAY BE OBTAINED FROM THE BUREAU OF PURCHASING, (4<sup>TH</sup> FLOOR)—CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503. ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

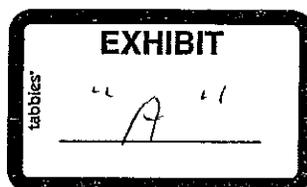
A **MANDATORY PRE-BID CONFERENCE** WILL BE HELD WEDNESDAY, APRIL 19, 2017 AT 10:00 A.M., AT THE DEPARTMENT OF PUBLIC WORKS (DPW)—101 WEST POPLAR ST. SCRANTON, PA. 18508 FOR THE PURPOSE OF REVIEWING THE PROJECT AND RECEIVING DIRECTIONS. ALL BIDDERS ARE REQUIRED TO ATTEND TO REVIEW SCOPE OF WORK AND SCHEDULE REQUIREMENTS FOR THE PROJECT, ONLY BIDS FROM THE VENDORS ATTENDING THE MANDATORY PREBID MEETING WILL BE CONSIDERED.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDED OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$ 1,000.00 OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE TIME OF OPENING OF BIDS.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING WHICH BID, FOR INSTANCE, "TAYLOR LANDFILL GRASS-CUTTING", AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI  
BUSINESS ADMINISTRATOR



## **SPECIFICATIONS FOR LANDFILL GRASS CUTTING**

**LOCATIONS** – Taylor Landfill; Acreage to be determined at mandatory pre-bid conference.

**CUTTING HEIGHT** – Routine mowing of grass to a setting height of 6 inches. The last mowing in the fall should be timed so as to leave the grass with a 6-inch height over the winter.

**FREQUENCY** – Bids should be based upon monthly cutting. However, if an unseasonably wet month occurs requiring a second cutting, this too should be factored into your bid.

**TERMS**- Contract shall expire on **NOVEMBER 31, 2017**.

CITY OF SCRANTON  
GRASS CUTTING OF THE TAYLOR LANDFILL  
CONTRACT 2017

LUMP SUM BID \_\_\_\_\_

## AFFIRMATIVE ACTION CERTIFICATION

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

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

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

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

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

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

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

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1) He is \_\_\_\_\_  
(Owner, partner, officer, representative or agent)

of \_\_\_\_\_, the Bidder that has submitted the bid;

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

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

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

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

NON-COLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(TITLE)

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_

JIM WILLIAMS  
2202 KELLY AVENUE  
SCRANTON, PA 18508

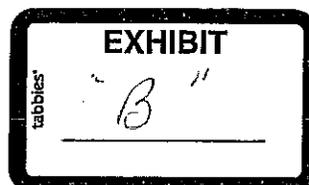
CITY OF SCRANTON

GRASS CUTTING OF THE TAYLOR LANDFILL

CONTRACT 2017

LUMP SUM BID 8949.<sup>00</sup> JW

JIM WILLIAMS  
2202 KELLY AVENUE  
SCRANTON, PA 18508



## AFFIRMATIVE ACTION CERTIFICATION

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

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

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

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

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

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

DATE: 4-20-17

Jim Williams SURPLUS  
(Name of Bidder)

BY Jim Williams JR

TITLE OWNER

## CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE 4-20-17

JIM WILLIAMS SURPLUS  
(Name of Bidder)

By JIM WILLIAMS JR

Title OWNER

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania

COUNTY OF LACKAWANNA

Jim Williams PR, being first duly sworn, deposes  
and says that:

1) He is OWNER  
(Owner, partner, officer, representative or agent)

of Jim Williams ScrPLCS, the Bidder that has submitted the bid;

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

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

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

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

NON-COLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED *J. W. C.*  
*Daniel*  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 19 DAY OF April, 2020

*[Signature]*

*Notary Public*  
(TITLE)

MY COMMISSION EXPIRES July 01, 2020

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
GINGER L MCANDREW, NOTARY PUBLIC  
CITY OF SCRANTON, LACKAWANNA COUNTY  
MY COMMISSION EXPIRES JULY 01, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2017

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

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

<b>PRODUCER</b> Kincel & Company, Ltd. 1100 Dunham Drive P O Box 280 Dunmore, Pennsylvania 18512	Phone : (570)961-8731 Fax : (570)961-0520	<b>CONTACT NAME:</b> Jennifer Hlavaty <b>PHONE (A/C, No, Ext):</b> (570)961-8731 <b>E-MAIL ADDRESS:</b> jennifer_hlavaty@kincel.com	<b>FAX (A/C, No):</b> (570)961-0520													
	<b>INSURED</b> James Williams dba James Williams Surplus 267 Main Street Olyphant, PA 18447		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Berkley Regional Specialty Insurance Company</td> <td>31295</td> </tr> <tr> <td>INSURER B : Acuity, A Mutual Insurance Company</td> <td>14184</td> </tr> <tr> <td>INSURER C : State Workmen's Insurance Fund Of Pennsylvania</td> <td>27677</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkley Regional Specialty Insurance Company	31295	INSURER B : Acuity, A Mutual Insurance Company	14184	INSURER C : State Workmen's Insurance Fund Of Pennsylvania	27677	INSURER D :		INSURER E :		INSURER F :
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INSURER E :																
INSURER F :																

**COVERAGES**

CERTIFICATE NUMBER: 3186

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGL0093906	1/26/2017	1/26/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z62814	1/26/2017	1/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	06064390	1/16/2017	1/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 100,000 E.I. DISEASE - EA EMPLOYEE \$ 100,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

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

2727 North Main Ave, Scranton PA

**CERTIFICATE HOLDER**

Holder's Nature of Interest : Certificate Holder

City of Scranton

340 North Washington Avenue  
Scranton, PA 18503**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

44

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DEPARTMENT OF LAW

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

RECEIVED

MAY 25 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

May 25, 2017

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A  
CONTRACT WITH JIM WILLIAMS D/B/A JIM WILLIAMS SURPLUS FOR GRASS  
CUTTING AT THE TAYLOR LANDFILL FOR CALENDAR YEAR 2017  
CONTRACT TO EXPIRE NOVEMBER 30, 2017 FOR A LUMP SUM BID OF  
\$8949.00.

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH DUNBAR'S EVERGREEN LANDSCAPING, INC. FOR FLOOD PROJECT LEVEE CUTTING OF SOUTH SCRANTON, ALBRIGHT, PLOT AND GREEN RIDGE LEVEES FOR A TWO (2) YEAR SEASONAL PERIOD BEGINNING MAY 15, 2017 THROUGH OCTOBER 31, 2017 AND MAY 15, 2018 THROUGH OCTOBER 31, 2018 FOR A TOTAL BID PRICE OF \$29, 000.00.**

WHEREAS, a request for Proposal was advertised for Flood Project Levee cutting of South Scranton, Albright, Plot and Green Ridge Levees and only one (1) proposal was submitted for review; and

WHEREAS, after review of the proposal submitted it was determined that it would be in the best interest of the City to award the Contract to Dunbar's Evergreen Landscaping, Inc. for the reasons provided in the Memo attached hereto from the Director of the Department of Public Works..

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Dunbar's Evergreen Landscaping, Inc. for Flood Project Levee cutting of South Scranton, Albright, Plot and Green Ridge Levees for a two (2) year seasonal period from May 15, 2017 through October 31, 2017 and May 15, 2018 through October 31, 2018 for a total bid price of \$29,000.00.

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

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

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

## CONTRACT

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017 seasonal contract effective from May 15, 2017 to October 15, 2017 and May 15, 2018 to October 15, 2018 by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

DUNBAR'S EVERGREEN LANDSCAPING, INC.  
211 AMITY AVENUE  
OLD FORGE, PA 18518  
PHONE NO. (570) 562-168

hereinafter called "Contractor".

WITNESSETH:

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

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

### ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing Flood Project Levee cutting of South Scranton, Albright, Plot and Green Ridge Levees. The Contractor hereby covenants, contracts, and agrees to furnish Scranton with:

FLOOD PROJECT LEVEE CUTTING OF SOUTH SCRANTON,  
ALBRIGHT, PLOT AND GREEN RIDGE LEVEE FOR A TWO (2) YEAR  
SEASONAL CONTRACT FROM MAY 15, 2017 TO OCTOBER 15, 2017  
AND MAY 15, 2018 TO OCTOBER 15, 2018 PER THE ATTACHED  
BID PROPOSAL AND SCRANTON'S SPECIFICATIONS  
TOTAL BID PRICE OF \$29,000.

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Dunbar's Evergreen Landscaping, Inc. dated May 1, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

### ARTICLE II - GENERAL

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

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

ARTICLE III - FEES

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

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

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

Table with 2 columns: TYPE OF INSURANCE and LIMITS OF LIABILITY. Rows include Workers' Compensation, Employer's Liability, Professional Liability, Comprehensive General Liability (including Blanket Contractual Liability Insurance), Bodily Injury, Property Damage, Personal Injury, Comprehensive Automobile Liability, Bodily Injury, and Property Damage.

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

- (a) Name of insurance company, policy number, and expiration data;

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

#### ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

#### ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

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

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

COUNTERSIGNED:

\_\_\_\_\_  
CITY CONTROLLER

\_\_\_\_\_  
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY SOLICITOR

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

DUNBAR'S EVERGREEN LANDSCAPING, INC.

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

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



DEPARTMENT OF PUBLIC WORKS

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



Date: May 11, 2017

Subject: City of Scranton  
Levee Grass Cutting

To: Ms. Jessica Boyles, Esquire  
City Solicitor

From: Dennis Gallagher   
Director Department of Public Works

This is to inform you that we intend to award a contract to Dunbar's Evergreen Landscaping, LLC. This contract is for grass cutting on the levee. Dunbar's Evergreen Landscaping, LLC was the lowest, most responsible bidder.

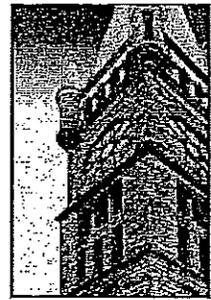
Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor William Courtright  
Mrs. Roseann Novembrino, City Controller  
Ms. Julie Reed, Purchasing Clerk

Department of Business Administration

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



SCRANTON

May 3, 2017

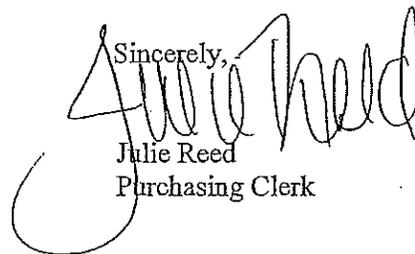
Mr. Dennis Gallagher, Director  
Department of Public Works  
101 W. Poplar Street  
Scranton, Penna. 18508

Dear Mr. Gallagher:

This is to inform you that bids were opened on Wednesday, May 3, 2017 in Council Chambers for **Cutting of South Scranton, Albright, Plot and Green Ridge Levees Two Year Seasonal Contract**. Attached please find copies of the bids submitted by the following companies:

**Dunbar's Evergreen Landscaping**

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

Sincerely,  
  
Julie Reed  
Purchasing Clerk

Attachments

Cc: Mrs. Roseann Novembrino, City Controller  
Mrs. Lori Reed, City Clerk  
Ms. Jessica Boyles, City Solicitor  
File

Department of Business Administration



SCRANTON

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

April 5, 2017

Mr. Dennis Gallagher  
DPW Director  
101 West Poplar St.  
Scranton, Pa. 18508

Dear Mr. Gallagher,

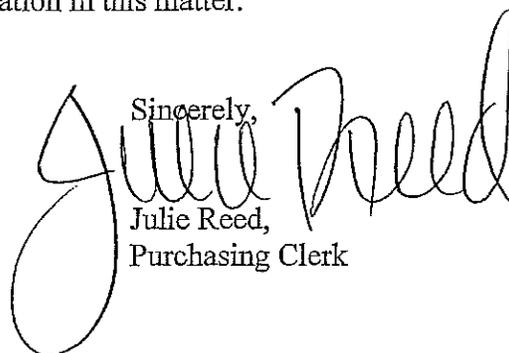
This is to inform you that bids will be opened in City Council Chambers on Wednesday May 3, 2017 at 10:00 A.M. for the following:

**Cutting of South Scranton, Albright, Plot & Greenridge Levees  
Two Year (2) Seasonal Contract**

There will be a Mandatory Pre-Bid Conference on Thursday, April 20, 2017 at 10:00 A.M. at Amelia Ave. and Parker St. for the purpose of reviewing the project.

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

Thank you for your cooperation in this matter.

Sincerely,  
  
Julie Reed,  
Purchasing Clerk

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

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT THEIR OFFICE IN CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 A.M., WEDNESDAY MAY 3, 2017 AT 10:00 A.M., AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

**CUTTING OF SOUTH SCRANTON, ALBRIGHT,  
PLOT AND GREENRIDGE LEVEES  
TWO (2) YEAR SEASONAL CONTRACT**

BIDDING DOCUMENTS MAY BE OBTAINED FROM THE BUREAU OF PURCHASING, (4<sup>TH</sup> FLOOR) CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503. ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

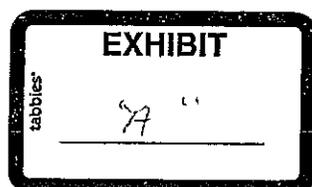
A MANDATORY PRE-BID CONFERENCE WILL BE HELD THURSDAY APRIL 20, 2017, AT 10:00 A.M. AT AMELIA AVE. AND PARKER ST ACROSS FROM TUNNEY'S AUTO REPAIR FOR THE PURPOSE OF REVIEWING THE PROJECT. ALL BIDDERS ARE REQUIRED TO ATTEND TO REVIEW SCOPE OF WORK AND SCHEDULE REQUIREMENTS FOR THE PROJECT, ONLY BIDS FROM THE VENDORS ATTENDING THE MANDATORY PREBID MEETING WILL BE CONSIDERED.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDING OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$1,000.00 OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE TIME OF OPENING OF BIDS.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING WHICH BID, FOR INSTANCE, "FLOOD PROJECT LEVEE CUTTING", AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI  
BUSINESS ADMINISTRATOR



## **SPECIFICATIONS FOR LEVEE CUTTING**

**LOCATIONS** – South Scranton, Albright, Plot and Greenridge Levees. The total area for cutting is approximately 52 acres. Sites to be reviewed per mandatory pre-bid conference.

**CUTTING HEIGHT** – Routine mowing of grass to a setting height of 4 inches. In no instance will mowing equipment or motor vehicles be allowed on the levee when the ground is too soft to firmly support the mowing equipment. The last mowing in the fall should be timed so as to leave the grass with a 6-inch height over the winter.

**FREQUENCY** – Contract shall run from May through October. Bids should be based upon monthly cutting. However, if an unseasonably wet month occurs requiring a second cutting, this too should be factored into your bid.

**TERMS**- Contract shall run from May 15, 2017 to October 31, 2017 and May 15, 2018 to October 31, 2018.

LEVEE CUTTING 2 YEAR SEASONAL  
CONTRACT

PROPOSAL SHEET

YOUR TOTAL PRICE FOR THIS BID IS

\$ \_\_\_\_\_.

## AFFIRMATIVE ACTION CERTIFICATION

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

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

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

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

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

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

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

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1) He is \_\_\_\_\_  
(Owner, partner, officer, representative or agent)

of \_\_\_\_\_, the Bidder that has submitted the bid;

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

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

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

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

NON-COLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(TITLE)

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_\_\_

CITY OF SCRANTON

INVITATION TO BIDDERS

SEPARATE SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CONTROLLER AT THEIR OFFICE IN CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, UNTIL 10:00 A.M., WEDNESDAY MAY 3, 2017 AT 10:00 A.M., AT WHICH TIME THEY WILL BE READ ALOUD IN COUNCIL CHAMBERS BY THE BUSINESS ADMINISTRATOR (OR HIS DESIGNEE) FOR THE FOLLOWING:

**CUTTING OF SOUTH SCRANTON, ALBRIGHT,  
PLOT AND GREENRIDGE LEVEES  
TWO (2) YEAR SEASONAL CONTRACT**

BIDDING DOCUMENTS MAY BE OBTAINED FROM THE BUREAU OF PURCHASING, (4<sup>TH</sup> FLOOR) CITY HALL, 340 NORTH WASHINGTON AVENUE, SCRANTON, PA. 18503. ALL PROPOSALS MUST BE SUBMITTED ON PROPOSAL FORMS OBTAINED FROM THE BUREAU OF PURCHASING.

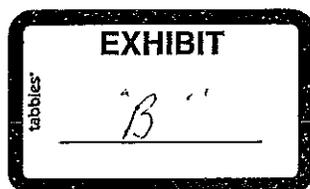
A MANDATORY PRE-BID CONFERENCE WILL BE HELD THURSDAY APRIL 20, 2017, AT 10:00 A.M. AT AMELIA AVE. AND PARKER ST ACROSS FROM TUNNEY'S AUTO REPAIR FOR THE PURPOSE OF REVIEWING THE PROJECT. ALL BIDDERS ARE REQUIRED TO ATTEND TO REVIEW SCOPE OF WORK AND SCHEDULE REQUIREMENTS FOR THE PROJECT, ONLY BIDS FROM THE VENDORS ATTENDING THE MANDATORY PREBID MEETING WILL BE CONSIDERED.

EACH BIDDER SHALL ENCLOSE A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND IN THE AMOUNT OF \$500.00, AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS THE SAME AND AS TO THE SUCCESSFUL BIDDER UNTIL THE REQUIRED SURETY BOND IS FURNISHED. A CASHIER'S CHECK, AND/OR AN OFFICIAL BANK CHECK IS ACCEPTABLE. THE SUCCESSFUL BIDDER, WITHIN TEN (10) DAYS OF NOTIFICATION OF THE AWARDING OF THE CONTRACT SHALL BE REQUIRED TO FURNISH A SURETY BOND IN THE AMOUNT OF \$ 1,000.00 OF THE TOTAL CONTRACT PRICE AS A GUARANTEE TO FURNISH MATERIAL OR SERVICES AS SPECIFIED.

THE CONTRACT SHALL BE AWARDED TO THE LOWEST, MOST RESPONSIBLE BIDDER; HOWEVER, THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART OF ANY BID. BIDDERS ARE INVITED TO HAVE A REPRESENTATIVE PRESENT AT THE TIME OF OPENING OF BIDS.

ENVELOPES CONTAINING BIDS SHALL BE PLAINLY MARKED OUTSIDE SPECIFYING WHICH BID, FOR INSTANCE, "FLOOD PROJECT LEVEE CUTTING", AND DELIVERED OR MAILED TO THE OFFICE OF THE CITY CONTROLLER, CITY HALL, 2<sup>ND</sup> FLOOR, 340 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA, 18503, SO AS TO BE RECEIVED AT THE OFFICE BY THE TIME FIRST SPECIFIED ABOVE.

DAVID BULZONI  
BUSINESS ADMINISTRATOR



## **SPECIFICATIONS FOR LEVEE CUTTING**

**LOCATIONS** – South Scranton, Albright, Plot and Greenridge Levees. The total area for cutting is approximately 52 acres. Sites to be reviewed per mandatory pre-bid conference.

**CUTTING HEIGHT** – Routine mowing of grass to a setting height of 4 inches. In no instance will mowing equipment or motor vehicles be allowed on the levee when the ground is too soft to firmly support the mowing equipment. The last mowing in the fall should be timed so as to leave the grass with a 6-inch height over the winter.

**FREQUENCY** – Contract shall run from May through October. Bids should be based upon monthly cutting. However, if an unseasonably wet month occurs requiring a second cutting, this too should be factored into your bid.

**TERMS**- Contract shall run from May 15, 2017 to October 31, 2017 and May 15, 2018 to October 31, 2018.

LEVEE CUTTING 2 YEAR SEASONAL  
CONTRACT

PROPOSAL SHEET

YOUR TOTAL PRICE FOR THIS BID IS

\$ 29,000.00 .

## AFFIRMATIVE ACTION CERTIFICATION

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

(1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.

(2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.

(3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of

AFFIRMATIVE ACTION CERTIFICATION --cont'd--

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

(6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with the affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

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

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

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

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

DATE: 5-1-17 Dunbar's Evergreen Landscaping Int.  
(Name of Bidder)  
BY George Dunbar Jr.  
TITLE President

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

DATE 5-1-17

Dubbar's Evergreen Landscaping Inc.  
(Name of Bidder)

By George Dubbar Jr.  
Title President

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania

COUNTY OF Lackawanna

George Dubon, Jr., being first duly sworn, deposes and says that:

1) He is President  
(Owner, partner, officer, representative or agent)

of Dubon's Engineering & Surveying, Inc., the Bidder that has submitted the bid;

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

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

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

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

NON-COLLUSION AFFIDAVIT  
SIGNATURE PAGE

SIGNED AC

President  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24 DAY OF April, 2017

[Signature]  
Notary Public  
(TITLE)

MY COMMISSION EXPIRES July 14, 2018

Commonwealth of Pennsylvania  
NOTARIAL SEAL  
DIANE OZACK, Notary Public  
City of Scranton, Lackawanna County  
My Commission Expires July 14, 2018

RECEIVED

MAY 25 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK



DEPARTMENT OF LAW

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

May 25, 2017

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH DUNBAR'S EVERGREEN LANDSCAPING, INC. FOR FLOOD PROJECT LEVEE CUTTING OF SOUTH SCRANTON, ALBRIGHT, PLOT AND GREEN RIDGE LEVEES FOR A TWO (2) YEAR SEASONAL PERIOD BEGINNING MAY 15, 2017 THROUGH OCTOBER 31, 2017 AND MAY 15, 2018 THROUGH OCTOBER 31, 2018 FOR A TOTAL BID PRICE OF \$29,000.00.

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT BETWEEN THE CITY OF SCRANTON AND THE SCRANTON SCHOOL DISTRICT WITH JOSEPH M. ALU AND ASSOCIATES TO PERFORM THE SCRANTON SINGLE TAX OFFICE INDEPENDENT AUDIT FOR FISCAL YEARS ENDING DECEMBER 31, 2015 AND DECEMBER 31, 2016.**

WHEREAS, a request for Proposal was advertised for the Scranton Single Tax Office Independent Audit for the years ending December 31, 2015 and December 31, 2016, three (3) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted it was determined that it would be in the best interest of the City to award the Joseph M. Alu and Associates for the reasons provided in the Memo attached hereto from the Business Administrator; and

WHEREAS, on May 22, 2017, the Scranton School District passed a Resolution approving the contract to hire Joseph M. Alu and Associates and to share the cost of both audits with the City of Scranton. A copy of which is attached hereto; and

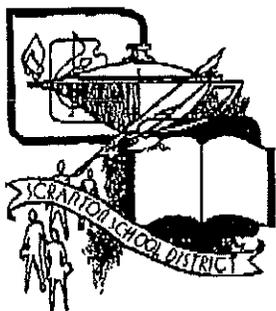
WHEREAS, the total cost of the Audit for the year ending 2015 and 2016 is \$52,000.00 to be shared by the City of Scranton and Scranton School District with each paying \$26,000.00 (\$13,000.00 each per year).

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto between the City of Scranton and the Scranton School District with Joseph M. Alu and Associates to perform the Single Tax Audit for the years ending December 31, 2015 and December 31, 2016.

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

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

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



# Scranton School District

Administration Building  
 425 N. Washington Ave.  
 Scranton, Pennsylvania 18503

May 24, 2017

Attn: Liz  
 Controller's Office-City of Scranton  
 340 N. Washington Ave.  
 Scranton, PA 18503

At a meeting held on May 22, 2017 by a vote of 8 to 0 with 0 abstaining and 1 absent, the Scranton School Board approved the contract to perform an audit of the Scranton Single Tax Office for the years ending December 31, 2015 and December 31, 2016. The costs will be shared between the City of Scranton and Scranton School District.

Enclosed you will find the resolution as you requested.

If I can be of further assistance please do not hesitate to contact me at 570-348-3423.

Sincerely,

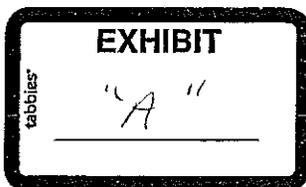
Virginia Orr, Secretary  
 Scranton School Board

### Board of School Directors

Robert Casey  
 Cy Douaihy  
 Paul Duffy  
 Robert Lesh

Bob Sheridan, President

Mark McAndrew  
 Carol Oleski  
 Tom Schuster  
 James Timlin



**B-7**

**SCRANTON SCHOOL DISTRICT**  
425 North Washington Avenue  
Scranton, PA 18503

May 22, 2017

To the Members of  
The Board of Directors of  
The School District of the  
City of Scranton

It is the recommendation of the Budget and Finance  
Committee that the following resolution be accepted:

**BE IT RESOLVED**, that the Scranton School District  
approves the contract to hire Joseph M. Alu and Associates, PC to  
perform an audit of the Scranton Single Tax Office for the years  
ending December 31, 2015 and December 31, 2016. The costs  
associated with this audit shall be shared between the City of  
Scranton and the Scranton School District (\$13,000 each per year)  
as per the attached bid documents from the City of Scranton.

Respectfully Submitted,

Tom Schuster (vc)

Tom Schuster  
Chairperson  
Budget & Finance Committee

# CONTRACT

This contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2017 effective Upon execution of Contract to Completion of Single Tax Office Independent Audits for year ending December 31, 2015 and December 31, 2016 by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 and Scranton School District, 425 North Washington Avenue, Scranton, PA 18503 and

JOSEPH A. ALU AND ASSOCIATES  
321 SPRUCE STREET  
SUITE 1000  
SCRANTON, PA 18503  
PHONE NO. (570) 342-0405

hereinafter called "Contractor".

WITNESSETH:

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

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

## ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing Scranton Single Tax Office Independent Audit for the years ending December 31, 2015 and December 31, 2016. The Contractor hereby covenants, contracts, and agrees to furnish the City of Scranton and the Scranton School District with:

SCRANTON SINGLE TAX OFFICE INDEPENDENT AUDIT  
FOR THE FISCAL YEARS ENDING DECEMBER 31, 2015 AND  
DECEMBER 31, 2016 FOR THE TOTAL SUM OF \$52, 000.00  
COST TO BE SHARED BETWEEN THE CITY OF SCRANTON  
AND SCRANTON SCHOOL DISTRICT \$26,000.00 (\$13,000.00  
EACH PER YEAR)

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Joseph M. Alu and Associates dated March 20, 2017 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

## ARTICLE II - GENERAL

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

adventurer as between Scranton and the Contractor  
 (2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

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

The total sum for the contract is \$52,000.00, the cost to be shared between the City of Scranton and Scranton School District \$26,000.00 (\$13,000.00 each per year) to the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

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

ARTICLE V - INSURANCE

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

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

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

certificates shall include the following:

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

#### ARTICLE VI: TERMINATION OF CONTRACT

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

#### ARTICLE VII: DEFAULT

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

#### ARTICLE VIII: JURISDICTION

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

#### ARTICLE IX - ENTIRE AGREEMENT

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

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

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

\_\_\_\_\_  
CITY CONTROLLER

\_\_\_\_\_  
BUSINESS ADMINISTRATOR

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

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

\_\_\_\_\_  
SCRANTON SCHOOL DISTRICT

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY SOLICITOR

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

JOSEPH M. ALU AND ASSOCIATES

\_\_\_\_\_  
BY:

TITLE: \_\_\_\_\_

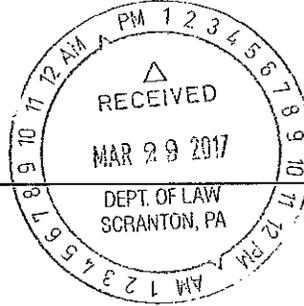
DATE: \_\_\_\_\_

BUSINESS ADMINISTRATION

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



SCRANTON



March 29, 2017

**Memo**

To: William Courtright, Mayor  
Roseann Novembrino, City Controller  
Lori Reed, City Clerk

From: David Bulzoni, Business Administrator

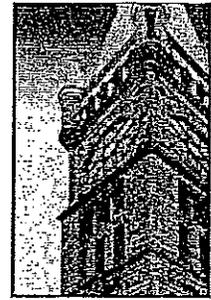
**Re: Single Tax Office Independent Post Audit**

All,

The City of Scranton received three proposals for audit services. With further review by the Solicitor for the City Controller, a recommendation is made to retain Joseph Alu and Associates for the completion of the 2015 and 2016 audits for the Single Tax Office. This proposal most completely met the requirement of the Request for Proposal at the most competitive cost. The lower cost proposal received from Jones Kohanski was not submitted in conjunction with the requirements of the request

**Therefore, Office of the Business Administrator recommends the approval of the proposal submitted by Joseph Alu and Associates for the completion of the Single Tax Office audits.**

Department of Business Administration



SCRANTON

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



March 22, 2017

Mrs. Roseann Novembrino  
City Controller  
Municipal Building  
340 North Washington Avenue  
Scranton, Penna. 18503

Dear Mrs. Novembrino,

This is to inform you that bids were opened today Wednesday, March 22, 2017 in City Council Chambers for the **SCRANTON SINGLE TAX OFFICE INDEPENDENT POST AUDIT FOR THE FISCAL YEARS 12/31/15 & 12/31/16 AS PER SPECIFICATIONS**. The following submitted bid packages:

**Joseph M. Alu and Associates, P.C.**  
**Rainey & Rainey**  
**Jones Kohanski Consultants CPA**

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

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,  
Purchasing Clerk

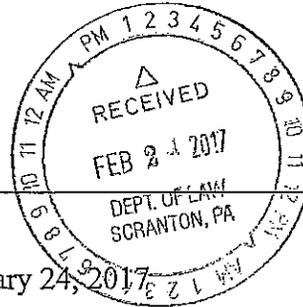
CC: Mr. David Bulzoni, Business Administrator  
Mrs. Lori Reed, City Clerk  
Ms. Jessica Boyles, City Solicitor  
File

Department of Business Administration

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



SCRANTON



February 24, 2017

Mrs. Roseann Novembrino  
City Controller  
Municipal Building  
340 North Washington Avenue  
Scranton, Penna. 18503

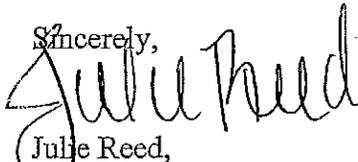
Dear Mrs. Novembrino:

This is to inform you that proposals will be opened in Council Chambers on Wednesday, March 22, 2017 at 10:00 A.M. in City Council Chambers for the following:

SCRANTON SINGLE TAX OFFICE  
INDEPENDENT AUDIT  
FOR THE FISCAL YEARS ENDING  
12-31-2015 & 12/31/16  
AS PER SPECIFICATIONS

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

Thank you for your cooperation in this matter.

Sincerely,  
  
Julie Reed,  
Purchasing Clerk

CC: Mayor William Courtright  
Mrs. Lori Reed, City Clerk  
Mr. David Bulzoni, Business Administrator  
Mrs. Rebecca McMullen, Finance Manager  
• Ms. Jessica Boyles, City Solicitor  
Mr. William Fox, Collector of Taxes  
File

## REQUEST FOR PROPOSAL

Separate sealed proposals will be received by the City of Scranton, Office of the City Controller, 2nd floor, 340 North Washington Avenue, Scranton, PA. 18503 until Wednesday, March 22, 2017 at 10:00 A.M. at which time such proposals will be opened in the City Council Chambers for the following:

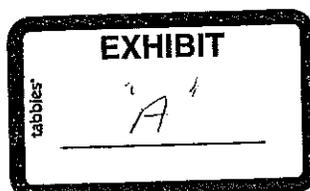
### SCRANTON SINGLE TAX OFFICE INDEPENDENT POST AUDIT FOR THE FISCAL YEARS ENDING 12/31/15 & 12/31/16

Proposals shall be made in accordance with the specifications obtained from the City Purchasing Department, 340 North Washington Avenue, Scranton, PA 18503 and which may be had by interested parties responding to the Request. Copies can be requested by contacting the City of Scranton Purchasing Clerk, at [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov).

Sealed envelopes containing the proposals will be received and identified as "Scranton Single Tax Office Independent Post Audit". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require five (5) copies of this proposal. If you have any questions, please contact Roseann Novembrino, City Controller, at (570) 348-4125 or David M. Bulzoni, Business Administrator, at (570) 348-4214.

ROSEANN NOVEMBRINO,  
CITY CONTROLLER

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



TO WHOM IT MAY CONCERN:

You are invited to submit a proposal for "AN INDEPENDENT POST AUDIT" of all Single Tax Office activities, including collections of all applicable revenue and expenditures in accordance with the enclosed Request for Proposal.

**All proposals must be submitted in five (5) copies to the City of Scranton, Office of the City Controller, 2nd floor, 340 North Washington Avenue, Scranton, Pennsylvania 18503. All proposals must be submitted in a sealed envelope and clearly marked.**

All proposals must be received by the City Controller no later than 10:00 A.M. (prevailing time) on March 22, 2017. Late proposals will not be considered regardless of the reason.

Very truly yours,  
Roseanne November  
City Controller

**INVITATION FOR REQUEST FOR PROPOSAL**

**SCRANTON SINGLE TAX OFFICE**

Prospective respondents are invited to submit a proposal for an "Independent Post Audit" of all Scranton Single Tax Office revenues and accounts in accordance with the Request for Proposal.

All proposals must be submitted in five (5) copies to the Office of the City Controller, 2<sup>nd</sup> Floor, City Hall, 340 North Washington Avenue, Scranton, Pennsylvania, 18503. All proposals must be delivered in a sealed envelope and clearly marked. Late proposals will not be considered regardless of the reason.

**I. GENERAL INFORMATION FOR OFFERORS**

**1. PURPOSE:** The Request for Proposal (RFP) provides interested prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Office of the City Controller on behalf of the City of Scranton and Scranton School District to select an auditing firm to provide an independent post audit for the Scranton Single Tax Office. The audit will include the two (2) year period of fiscal years ending December 31, 2015 and December 31, 2016.

**2. ISSUING OFFICE:** This Request for Proposal is issued by the City of Scranton Office of the City Controller and the Office of Business Administration Department of Purchasing.

**3. SCOPE OF SERVICES:** This RFP contains instructions governing proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration, general evaluation criteria, and other requirements to be met by each proposal.

**4. REJECTION OF PROPOSALS:** The City of Scranton and the Scranton School District reserve the right to reject any and all proposals received as a result of this request and are not obligated to select the lowest cost proposal.

**5. INCURRING COSTS:** The City of Scranton and Scranton School District are not liable for costs incurred by the prospective proposers prior to the issuance of a contract.

**6. AMENDMENT TO THE RFP:** The Request for Proposal may be amended by the Office of the City Controller. If amended, notification will be provided to the prospective proposers.

**7. PROPOSALS:** For further consideration, proposers must submit a complete response to the RFP, using the format provided in Part II. Each proposal must be submitted in five (5) copies to the Office of the City Controller. No other distribution of proposals will be required. Proposals must be signed by an authorized official as the contents are binding. The proposal must remain valid for a period of ninety (90) days.

**8. CONTRACT PERIOD:** The Request for Proposal incorporates audits for the fiscal years ending December 31, 2015 and December 31, 2016.



## II. REQUIRED INFORMATION AND SCOPE OF SERVICES

Proposals must be submitted in the format outlined below.

**1. PRIOR EXPERIENCE:** Please document the firm's experience providing auditing services to other municipalities, specifically cities, counties, and school districts. Describe similar engagements and define the scope of engagement and description of recommendations. Experience shown should be work completed by your firm. Please refer to the audits completed by the firm including the contact information of the local government representatives.

**2. SCOPE OF WORK:** The City of Scranton and Scranton School District are requesting proposals from independent certified public accounting firms to conduct an independent post audit of the Scranton Single Tax Office accounts, revenues, and expenditures for the fiscal years noted in the introductory page.

The post audit shall include an examination and the expression of an opinion on the financial statements of the Scranton Single Tax Office. The prospective service providers will provide professional independent certified public accounting services to conduct an on-site audit of all funds of the Scranton Single Tax Office, under the Single Audit Act of 1984, for fiscal years ending December 31, 2015 and December 31, 2016.

### **3. MANAGEMENT LETTER**

The Audits for the proposed two (2) year period will result in an opinion with an accompanying financial management letter, relating to the financial operations of the Scranton Single Tax Office and complete financial statements reflecting the position of the funds.

**4. PERSONNEL:** The proposed staff shall have received continuing professional education in governmental accounting during the past two years and shall be familiar with all Government Accounting Standards Board (GASB) policies. The firm shall have a positive peer review within the last three (3) years. Peer review confirmation may be required if requested by the Office of the City Controller, City of Scranton.

**5. WORK PLAN:** Briefly describe your plan for accomplishing the audits/management letter. Include a proposed time schedule from start to completion. The Office of the City Controller recognizes this time schedule may present difficulties due to the scope of the audit responsibilities but also expects the firm to dedicate sufficient resources to the completion of the work on a timely basis.

An exit conference may be required at the discretion of the City of Scranton and Scranton School District.

**6. PUBLICATIONS:** Services provided under the scope of this Audit engagement shall be performed in accordance with the most recent adaptations of the following publications, if applicable:

**The City of Scranton Home Rule Charter and Administrative Code;**

**Governmental Accounting, Auditing and Financial Reporting (National Committee on Governmental Accounting);**

**Audits of State and Local Governmental Units (American Institute of Certified Public Accountants (Latest Edition);**

**Compliance Auditing Considerations in Audits of Governmental Entities and Recipients of Governmental Financial Assistance;**

**Government Accounting Standards (Yellow Book);**

**Audits of State and Local Governments and Non-Profit Organizations (Single Audit Act – P.L. 104-156 – Circular Number A-133, as amended;**

**Commonwealth of Pennsylvania - Municipal Pension Laws, including Municipal Pension Plan Funding – Act 205 of 1985 as amended;**

**Grants and Agreements with State and Local Governments, Common Rule – 24 CFR Part 85, 2001 Edition (formerly OMB Circular Number A – 102, as amended through August 1997);**

**Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87, as amended.**

**7. OTHER RELEVANT DATA:**

- a. The Audit for fiscal year 2014 was performed by Joseph Alu and Associates, Certified Public Accountants;
- b. The Scranton Single Tax Office accounting records are maintained, primarily, by the Collector of Taxes;
- c. All Real Estate Taxes and Act 511 taxes are billed by the elected Collector of Taxes, with the exception of the City of Scranton and Scranton School District Earned Income Tax, which is billed and collected by Berkheimer Associates in conjunction with Act 32 of 2008;
- d. Audit work papers shall remain in the custody of the auditor, as appropriate. However, City and School District personnel, under the supervision of the Tax Collector, and succeeding auditors, shall be given access to audit work papers and shall have a right to copy such work papers pertaining to the audits for the years delineated in the Request for Proposal for a period of three (3) years after the delivery of the Final Report for the corresponding calendar years;
- e. A Work Progress update will be submitted to the officials in Section 5 according to an agreed upon schedule.

8. **SUBCONTRACTING:** The auditor shall not subcontract any work associated with this contract to any other firm unless first approved by the City of Scranton and Scranton School District;

9. **RELATIONSHIP TO THE CITY OF SCRANTON and SCRANTON SCHOOL DISTRICT:** The auditor shall provide the Office of the City Controller with a clear statement of the relationship of the firm and/or its principals with, or knowledge of, any officials or employees of the City of Scranton and Scranton School District and clearly state the nature of the same.

10. **AFFADAVITS TO BE PROVIDED:** Proposers shall provide affidavits as part of the Proposal and provide respective forms as appendices, which should include non-collusion, affirmative action, and certification of non-segregated facilities.

11. **INSURANCE:** The auditor shall assume the defense of and indemnity and hold harmless the City of Scranton and Scranton School District, its officers, agents, and employees from and against any and all claims, demands, actions, suits, and proceedings by others and against all liability, both negligent and non-negligent, arising directly out of the actions of the firm/proposer in their performance of this contract.

12. **MISCELLANEOUS COSTS:** All costs such as clerical, copying, travel, bonds, and incidental costs associated with the audit will be responsibility of the firm awarded the contract.

The firm awarded the contract shall be required to furnish the Office of the City Controller with a minimum of twenty (20) copies of the Final Audit covering the Audit, Management Letter, and Single Audit.

### III. **CRITERIA FOR SELECTION**

1. **EVALUATION:** All proposals received from prospective firms will be reviewed and evaluated by the Office of the City Controller, Office of Business Administration, and Scranton School District. A recommendation will be made by the Office of the City Controller which will select the proposal which most closely meets the requirements of the Request for Proposal.

2. **SELECTION BASED UPON QUALIFICATIONS:** The contract will be awarded based upon the best interests of the Scranton Single Tax Office, City of Scranton, and Scranton School District.

### IV. **SERVICE EVALUATION:**

1. **GENERAL:** The proposing firm has the responsibility to develop and present a detailed scope of work. The detailed scope of work proposed, at a minimum, should be designed to accomplish the goals of the Request for Proposal and fully address the primary elements identified in the RFP;

2. **BACKGROUND:** Please provide a brief history of your company (and, if applicable, parent company). Include the names of personnel, in short biographical form, who will be engaged in the projected work with the Scranton Single Tax Office;

3. **SERVICES – GENERAL:** Please provide a brief description of the services provided by your firm to the Scranton Single Tax Office, if selected;

4. **SERVICES – SPECIFIC:** Please provide a sample report that your firm developed for reporting data that would comprise a representative sample of your firm's work.

All responses must be received by 10:00 A.M. eastern time March 22, 2017. Questions should be submitted to either Roseann Novembrino, City Controller at [rnovembrino@scrantonpa.gov](mailto:rnovembrino@scrantonpa.gov) or David Bulzoni, Business Administrator at [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). Subject line of questions and/or responses should read:

**THIS PROPOSAL MUST BE RECEIVED IN THE  
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN  
10:00 a.m.  
March 22, 2017**

**TO THE ATTENTION OF:**

Roseann Novembrino  
City Controller  
City of Scranton  
340 North Washington Avenue  
2<sup>nd</sup> Floor  
Scranton, PA 18503

**NAME OF VENDOR:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

## AFFIRMATIVE ACTION CERTIFICATION

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

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

- 7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this Certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Purchasing.
- 8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- 9) Bidder shall include the provisions of this Affirmative Action Certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- 10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

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

\_\_\_\_\_  
(Name of Bidder)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1) He \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent)  
is

of \_\_\_\_\_, the Bidder

that has submitted the Bid;

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

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

4) Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidders, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF SCRANTON (Local Public Agency) or any person interested in the proposed Contract; and;

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

NONCOLLUSION AFFIDAVIT

SIGNATURE PAGE

SIGNED \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ '20\_\_

\_\_\_\_\_  
(TITLE  
)

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_

(DATE  
)

**CERTIFICATE OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18

U.S.C.1001. DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of  
Bidder)

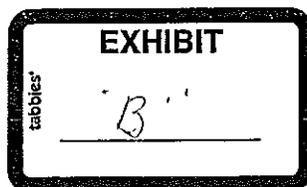
BY \_\_\_\_\_

TITLE \_\_\_\_\_

PROPOSAL FOR INDEPENDENT POST AUDIT SERVICES

FOR THE

SCRANTON SINGLE TAX OFFICE  
FOR FISCAL YEARS ENDING  
DECEMBER 31, 2015  
AND  
DECEMBER 31, 2016



PROPOSAL

PRESENTED BY:

*Joseph M. Alu, CPA*  
Joseph M. Alu and Associates, P.C.  
Certified Public Accountants  
321 Spruce Street  
Suite 1000  
Scranton, PA 18503  
570-342-0405  
570-342-0422  
[jalu@aluassoc.com](mailto:jalu@aluassoc.com)

Date: March 20, 2017

This proposal is confidential and contains proprietary information. Neither the proposal nor any of the information contained in the plan may be reproduced or disclosed to any person under any circumstances without express written consent of Joseph M. Alu and Associates.

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BID PROPOSAL	12

## Scranton Single Tax Office

Thank you for the opportunity to present a proposal to provide professional auditing services.

Joseph M. Alu and Associates, P.C. is anxious and willing to provide the requested services. We can assure you that we are prepared to provide the highest level of attention and the best quality service that you deserve.

You may also be assured that we will allocate the resources necessary to serve your interests and objectives.

## PRIOR EXPERIENCE

Joseph M. Alu and Associates, PC has a significant non-profit and governmental client base and it continues to grow because of our desire to provide high quality services. As such, our firm has been able to maintain our long-standing client relationships. Our client base is comprised of a variety of different types and sizes of entities, all of which continue to broaden the experience base of our staff. Joseph M. Alu, CPA, has been providing audit and consulting services for over 30 years. Tami Bendzel-Mangan, CPA, has been providing audit and accounting services for over 15 years. Below, we highlight engagements we have completed which are similar to the Scranton Single Tax Office.

We have audited the following entities in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of The United States:

- Children's Advocacy Center NEPA (a non-profit organization)  
Contact: Mary Ann LaPorta 570-969-7313
- Emergency Medical Services of Lackawanna County (governmental entity funded by grants from the Commonwealth of PA)  
Contact: John Campos 570-655-6818
- City of Pittston Parking Authority (a municipal authority under the Commonwealth of PA)  
Contact: Joseph Moskovitz 570-654-0513
- Redevelopment Authority, The County of Lackawanna (a municipal authority under the Commonwealth of PA)  
Contact: Kevin Mitchell 570-963-6830
- Springbrook Township Sewer Authority (a municipal authority under the Commonwealth of PA)  
Contact: Cheryl Bosley 570-842-0633
- City of Carbondale, PA (a municipality in the Commonwealth of PA)  
Contact: Mayor Justin Taylor 570-282-4633

In addition, we provided audit services for the years ending December 31, 2013 and December 31, 2014 for the Scranton Single Tax Office.

### SCOPE OF WORK & MANAGEMENT LETTER

Joseph M. Alu and Associates PC, an independent Certified Public Accounting firm, is proposing to conduct an on-site, independent post audit of the Single Tax Office accounts, revenues and expenditures for the fiscal years December 31, 2015 and December 31, 2016.

The post audit will include an examination and auditor's opinion on the financial statements of the Scranton Single Tax Office.

In addition, the auditor's opinion will have an accompanying financial management letter, relating to the financial operations and internal control standards of the Scranton Single Tax Office and complete financial statements reflecting the fund position.

## PERSONNEL

Joseph M. Alu and Associates, P.C. was formed by Joseph M. Alu, a CPA registered in Pennsylvania and New York. Joseph M. Alu and Associates, P.C. brings forth over 30 plus years of financial and business experience in the areas of financial accounting (including audits of financial statements), tax planning and return preparation, and general business consulting services.

Mr. Alu graduated from the University of Scranton with a BS in Accounting and an Associates Degree in Marketing from the Pennsylvania State University. He is a member of the American Institute of Certified Public Accountants, the Pennsylvania Institute of Certified Public Accountants, and the Pennsylvania Society of Public Accountants. Mr. Alu served two terms with the Pennsylvania State Board of Accountancy, including a term as chairman. He also serves on the Regional Boards for PNC Bank and The Worthington Scranton Campus of Penn State University.

Mr. Alu's focus is on accounting and auditing financial statements for small to medium sized businesses, both commercial, government and nonprofit organizations, with a strong emphasis on review and auditing services. Mr. Alu has the combined attributes of technical competence and unwavering client service.

In addition to Joseph Alu, the audit team will consist of Tami Bendzel-Mangan, CPA who has over 15 years combined audit, accounting, and tax experience with a significant portion of experience in governmental and non-profit entities. Ms. Mangan graduated from Penn State University with a B.S. in Accounting. She is a member of the Pennsylvania Institute of Certified Public Accountants, The American Institute of Certified Public Accountants, and The Pennsylvania Society of Public Accountants. She is a certified member of the American Institute of Certified Public Accountants Personal Financial Planning (PFP) section.

Our firm is independent with respect to the Tax Office and is not in violation of any regulatory regulations. We are not involved in any litigation with the City. All staff are current with CPE requirements, including requirements related to governmental accounting and auditing.

Attached for your review is a copy of our most recent Peer Review Report.

## WORK PLAN

Our work plan pertaining to the audit is as follows:

Fiscal year 2015 - a thorough review of controls, the last audit report issued, and all documentation related to this will be completed. In addition, observation of staff during operations will be necessary to determine operations, and controls in place presently. Recommendations made in the prior audit report will be reviewed to determine their implementation. Through interviews with staff and management we will start creating our detailed audit program based on whether controls were in place and if so, were sufficient.

Fiscal year 2016 –based on prior year results, we will continue our testing of controls and financial statement accounts to ensure compliance with Governmental Auditing Standards.

There are several reasons to choose our firm to provide the services you require:

- We will go beyond the initial purpose of the service to not only independently report on historic financial and program compliance information, but continually look for opportunities and efficiencies that could enhance your operations, strengthen internal controls, and contribute to your success. Any opportunities for improvements that we identify will be communicated to you and your management team as a normal part of the engagement.
- Our goal is to provide exceptional, timely services to our clients at reasonable rates that help to contain your costs. We will always do our very best not only to meet, but to exceed your expectations.
- Throughout the servicing of your organization, we will be available as necessary and at your request, to meet with and discuss with management, Board of Directors, and funding sources the results of work we have performed. Our direct discussion and participation with the various parties has proven in the past to be beneficial in providing additional understanding and professional insight on behalf of our clients.
- Our service team will conscientiously attempt to minimize work disruptions for your personnel throughout the engagement. You can be assured that all of our personnel assigned to service your needs are highly experienced and professional, and developing a long-term relationship with you is our goal.

We are familiar with the appropriate guides and professional pronouncements regarding audits of governmental entities. We also are familiar with the subject matter of the services you require and have experience with this type of entity and with the operations of the Tax Office. Through the work we completed for fiscal year December, 31, 2014, we have recent and relevant information which will allow us to provide an efficient and effective audit.

If selected, we will begin the audit of December 31, 2015, on or about May 1, 2017. We believe a reasonable time frame for the scope of work required is one month, which will end field work on approximately June 1, 2017 for the 2015 audit.

We will begin the audit for December 31, 2016, once the report is issued for December 31, 2015, and payment for services received. The time frame for services requested will be approximately one month.

**BID PROPOSAL**

1. 2015 – Audit Cost	<u>\$26,000.</u>
2. 2016 – Audit Cost	<u>\$26,000.</u>
Total	<u>\$52,000.</u>

CLAUDE W. SPIRON  
Certified Public Accountant

821 Shadebrush Ridge, West Chester, Pennsylvania 19382 ♦ 610.733.7459 ♦ Fax 610.429.4649

**System Review Report**

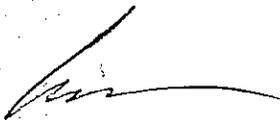
February 4, 2015

To the Owner of  
Joseph M. Alu and Associates, P.C.  
and the Peer Review Committee of the Pennsylvania Institute of CPAs

I have reviewed the system of quality control for the accounting and auditing practice of Joseph M. Alu and Associates, P.C. (the firm) in effect for the year ended September 30, 2014. My peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of my peer review, I considered reviews by regulatory entities, if applicable, in determining the nature and extent of my procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included audits of employee benefit plans.

In my opinion, the system of quality control for the accounting and auditing practice of Joseph M. Alu and Associates, P.C. in effect for the year ended September 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Joseph M. Alu and Associates, P.C. has received a peer review rating of *pass*.



Claude W. Spiron, CPA

3. **SERVICES – GENERAL:** Please provide a brief description of the services provided by your firm to the Scranton Single Tax Office, if selected;

4. **SERVICES – SPECIFIC:** Please provide a sample report that your firm developed for reporting data that would comprise a representative sample of your firm's work.

All responses must be received by 10:00 A.M. eastern time March 22, 2017. Questions should be submitted to either Roseann Novembrino, City Controller at [novembrino@scrantonpa.gov](mailto:novembrino@scrantonpa.gov) or David Bulzoni, Business Administrator at [dbulzoni@scrantonpa.gov](mailto:dbulzoni@scrantonpa.gov). Subject line of questions and/or responses should read:

**THIS PROPOSAL MUST BE RECEIVED IN THE  
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN  
10:00 a.m.  
March 22, 2017**

**TO THE ATTENTION OF:**

Roseann Novembrino  
City Controller  
City of Scranton  
340 North Washington Avenue  
2<sup>nd</sup> Floor  
Scranton, PA 18503

NAME OF VENDOR: Joseph M. ALU & Associates, PC.

CONTACT PERSON: Joseph M. Alu, CPA.

STREET ADDRESS: 321 Spruce Street, Suite 1000

CITY/STATE/ZIP: Scranton, PA. 18503

TELEPHONE NUMBER: 570-342-0405

FAX NUMBER: 570-342-0422

EMAIL ADDRESS: JALU@ALUASSOCS.COM.

## AFFIRMATIVE ACTION CERTIFICATION

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

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

- 7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this Certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Purchasing.
- 8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- 9) Bidder shall include the provisions of this Affirmative Action Certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- 10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 3-20-17

Joseph M. Abu & Associates, PC  
(Name of Bidder)

BY Joseph M. Abu, CPA.

TITLE President.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Pennsylvania  
COUNTY OF Lackawanna

Joseph M. Alu, being first duly sworn, deposes and says that:

1) He Joseph M. Alu, CPA, President  
is (Owner, Partner, Officer, Representative, or Agent)  
of Joseph M. Alu & Associates, PC., the Bidder  
that has submitted the Bid;

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

NONCOLLUSION AFFIDAVIT

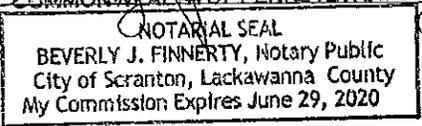
SIGNATURE PAGE

SIGNED [Signature]  
President  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20th DAY OF March \_\_\_\_\_, 2017

[Signature]  
COMMONWEALTH OF PENNSYLVANIA  
(TITLE) Notary Public



MY COMMISSION EXPIRES June 29, \_\_\_\_\_, 2020  
(DATE)

**CERTIFICATE OF NON-SEGREGATED FACILITIES**

The Bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18

U.S.C.1001. DATE: 3-20-17

Joseph M. Abul Assats, PE.  
(Name of Bidder)

BY Joseph M. Abul, CPA.

TITLE President



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/16/2017

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

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

PRODUCER C. C. Young Insurance Agy. Inc 1331 Wyoming Ave. Scranton, PA 18509 Mark D. Young	CONTACT NAME: <b>Mark D. Young</b>	FAX (A/C, No): <b>570-342-8487</b>	
	PHONE (A/C, No, Ext): <b>570-346-7021</b>	E-MAIL ADDRESS:	
INSURED <b>Joseph M. Alu &amp; Associates P.C.</b> <b>321 Spruce Street, Suite 1000</b> <b>Scranton, PA 18503</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Twin City Fire Insurance</b>		<b>29459</b>
	INSURER B : <b>Foremost Signature Insurance</b>		
	INSURER C : <b>FOREMOST INSURANCE COMPANY</b>		<b>11185</b>
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AP0308144	08/02/2016	08/02/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC00024473	08/03/2016	08/03/2017	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	PROFESSIONAL LIAB			PAS043592915	08/01/2016	08/01/2017		2,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Scranton Single Tax Office  
Unit 216  
100 The Mall at Steamtown  
Scranton, PA 18503

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

115

RECEIVED

MAY 25 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK



DEPARTMENT OF LAW

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

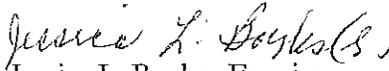
May 25, 2017

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT BETWEEN THE CITY OF SCRANTON AND THE SCRANTON SCHOOL DISTRICT WITH JOSEPH M. ALU AND ASSOCIATES TO PERFORM THE SCRANTON SINGLE TAX OFFICE INDEPENDENT AUDIT FOR FISCAL YEARS ENDING DECEMBER 31, 2015 AND DECEMBER 31, 2016.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

AN ORDINANCE

**AUTHORIZING THE SECRETARY OF TRANSPORTATION TO ACQUIRE RIGHT-OF-WAY NECESSARY FOR THE WEST LACKAWANNA AVENUE BRIDGE DOCUMENT NO. 04M173 AS PART OF THE CITY OF SCRANTON OWNED BRIDGE PROJECT.**

WHEREAS, the City of Scranton and the Commonwealth of Pennsylvania, Department of Transportation have coordinated through appropriate officials a bridge project in the City of Scranton; and

WHEREAS, on March 2, 2017, Scranton City Council passed Resolution No. 121, 2017 authorizing the Mayor and other appropriate City officials to execute and enter into an Agreement for the West Lackawanna Avenue Bridge Document No. 04M173 by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation and the City of Scranton for Commonwealth's Performance of the City of Scranton Bridge Project; and

WHEREAS, the Secretary of Transportation, acting for and on behalf of the Governor as well as himself, wishes to proceed in a prompt manner with the acquisition of all necessary right-of-ways for the bridge project; and

WHEREAS, pursuant to Section 2305 of the General Local Government Code, as amended, 53 Pa. S.C. §2305, and Paragraph 5 of the Agreement, the City of Scranton hereby agrees; and

WHEREAS, the City of Scranton hereby delegates to the Secretary of Transportation its authority to acquire the right-of-ways necessary for the bridge project described and enumerated as the West Lackawanna Avenue Bridge Document 04M173, effective March 3, 2017, said Document containing all applicable bridge project terms and conditions incorporated by reference herein as if fully set forth; and

WHEREAS, this delegation shall continue until the bridge project terms and conditions of the West Lackawanna Avenue Bridge Document No. 04M173 shall be fully satisfied or, at the election of the parties as set forth herein, the same shall be otherwise terminated; and

**WHEREAS**, the Secretary of Transportation shall have the authority to acquire the right-of-ways necessary for the bridge project described and enumerated in Document No. 04M173, effective March 3, 2017, subject to review and approval of the appropriate City of Scranton officials as to the extent of the right-of-ways necessary for any project; and

**WHEREAS**, one hundred percent of the right-of-way costs, along with all other costs under Document No. 04M173, is being funded with the combination of federal, state, and local funds available through Act 235 of 1982, the Highway-Railroad Bridge Capital Budget Act for 1982-1983, as amended; and

**WHEREAS**, the bridge project shall be managed, directed and performed by the Commonwealth of Pennsylvania, Department of Transportation; and

**WHEREAS**, the Secretary of Transportation shall acquire property pursuant to all applicable policies and procedures as necessary for the bridge project as authorized by Section 2001.1 of the Administrative Code 1929, as amended, 71 P.S. §511.1 for all transportation purposes which shall include, and not be limited to acquisition for local roads and streets; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON** that the City of Scranton is authorizing the Secretary of Transportation to acquire right-of-way necessary for the West Lackawanna Avenue Bridge Document No. 04M173 as part of the City of Scranton Owned Bridge Project.

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

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

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



DEPARTMENT OF LAW

P E N N S Y L V A N I A CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

May 11, 2017

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

RECEIVED

MAY 11 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE SECRETARY OF  
TRANSPORTATION TO ACQUIRE RIGHT-OF-WAY NECESSARY FOR THE  
WEST LACKAWANNA AVENUE BRIDGE DOCUMENT NO. 04M173 AS PART OF  
THE CITY OF SCRANTON OWNED BRIDGE PROJECT.

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

AN ORDINANCE

**AUTHORIZING THE SECRETARY OF TRANSPORTATION TO ACQUIRE RIGHT-OF-WAY NECESSARY FOR THE ELM STREET BRIDGE DOCUMENT NO. 04M171 AS PART OF THE CITY OF SCRANTON OWNED BRIDGE PROJECT.**

**WHEREAS**, the City of Scranton and the Commonwealth of Pennsylvania, Department of Transportation have coordinated through appropriate officials a bridge project in the City of Scranton; and

**WHEREAS**, on March 2, 2017, Scranton City Council passed Resolution No. 122, 2017 authorizing the Mayor and other appropriate City officials to execute and enter into an Agreement for the Elm Street Bridge Document No. 04M171 by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation and the City of Scranton for Commonwealth's Performance of the City of Scranton Bridge Project; and

**WHEREAS**, the Secretary of Transportation, acting for and on behalf of the Governor as well as himself, wishes to proceed in a prompt manner with the acquisition of all necessary right-of-ways for the bridge project; and

**WHEREAS**, pursuant to Section 2305 of the General Local Government Code, as amended, 53 Pa. S.C. §2305, and Paragraph 5 of the Agreement, the City of Scranton hereby agrees; and

**WHEREAS**, the City of Scranton hereby delegates to the Secretary of Transportation its authority to acquire the right-of-ways necessary for the bridge project described and enumerated as the Elm Street Bridge Document 04M171, effective March 3, 2017, said Document containing all applicable bridge project terms and conditions incorporated by reference herein as if fully set forth; and

**WHEREAS**, this delegation shall continue until the bridge project terms and conditions of the Elm Street Bridge Document No. 04M171 shall be fully satisfied or, at the election of the parties as set forth herein, the same shall be otherwise terminated; and

**WHEREAS**, the Secretary of Transportation shall have the authority to acquire the right-of-ways necessary for the bridge project described and enumerated in Document No. 04M171, effective March 3, 2017, subject to review and approval of the appropriate City of Scranton officials as to the extent of the right-of-ways necessary for any project; and

**WHEREAS**, one hundred percent of the right-of-way costs, along with all other costs under Document No. 04M171, is being funded with the combination of federal, state, and local funds available through Act 235 of 1982, the Highway-Railroad Bridge Capital Budget Act for 1982-1983, as amended; and

**WHEREAS**, the bridge project shall be managed, directed and performed by the Commonwealth of Pennsylvania, Department of Transportation; and

**WHEREAS**, the Secretary of Transportation shall acquire property pursuant to all applicable policies and procedures as necessary for the bridge project as authorized by Section 2001.1 of the Administrative Code 1929, as amended, 71 P.S. §511.1 for all transportation purposes which shall include, and not be limited to acquisition for local roads and streets; and

**NOW, THEREFORE, BE IT ORDINANCE BY THE COUNCIL OF THE CITY OF SCRANTON** that the City of Scranton is authorizing the Secretary of Transportation to acquire right-of-way necessary for the Elm Street Bridge Document No. 04M171 as part of the City of Scranton Owned Bridge Project.

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

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

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



**DEPARTMENT OF LAW**

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

May 11, 2017

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

RECEIVED

MAY 11 2017

OFFICE OF CITY  
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE SECRETARY OF TRANSPORTATION TO ACQUIRE RIGHT-OF-WAY NECESSARY FOR THE ELM STREET BRIDGE DOCUMENT NO. 04M171 AS PART OF THE CITY OF SCRANTON OWNED BRIDGE PROJECT.

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

AN ORDINANCE

**AUTHORIZING THE SECRETARY OF TRANSPORTATION TO ACQUIRE RIGHT-OF-WAY NECESSARY FOR THE NORTH MAIN AVENUE BRIDGE DOCUMENT NO. 04M172 AS PART OF THE CITY OF SCRANTON OWNED BRIDGE PROJECT.**

**WHEREAS**, the City of Scranton and the Commonwealth of Pennsylvania, Department of Transportation have coordinated through appropriate officials a bridge project in the City of Scranton; and

**WHEREAS**, on March 2, 2017, Scranton City Council passed Resolution No. 123, 2017 authorizing the Mayor and other appropriate City officials to execute and enter into an Agreement for the North Main Avenue Bridge Document No. 04M172 by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation and the City of Scranton for Commonwealth's Performance of the City of Scranton Bridge Project; and

**WHEREAS**, the Secretary of Transportation, acting for and on behalf of the Governor as well as himself, wishes to proceed in a prompt manner with the acquisition of all necessary right-of-ways for the bridge project; and

**WHEREAS**, pursuant to Section 2305 of the General Local Government Code, as amended, 53 Pa. S.C. §2305, and Paragraph 5 of the Agreement, the City of Scranton hereby agrees; and

**WHEREAS**, the City of Scranton hereby delegates to the Secretary of Transportation its authority to acquire the right-of-ways necessary for the bridge project described and enumerated as the North Main Avenue Bridge Document 04M172 effective March 3, 2017, said Document containing all applicable bridge project terms and conditions incorporated by reference herein as if fully set forth; and

**WHEREAS**, this delegation shall continue until the bridge project terms and conditions of the North Main Avenue Bridge Document No. 04M172 shall be fully satisfied or, at the election of the parties as set forth herein, the same shall be otherwise terminated; and

**WHEREAS**, the Secretary of Transportation shall have the authority to acquire the right-of-ways necessary for the bridge project described and enumerated in Document No. 04M172, effective March 3, 2017, subject to review and approval of the appropriate City of Scranton officials as to the extent of the right-of-ways necessary for any project; and

**WHEREAS**, one hundred percent of the right-of-way costs, along with all other costs under Document No. 04M172, is being funded with the combination of federal, state, and local funds available through Act 235 of 1982, the Highway-Railroad Bridge Capital Budget Act for 1982-1983, as amended; and

**WHEREAS**, the bridge project shall be managed, directed and performed by the Commonwealth of Pennsylvania, Department of Transportation; and

**WHEREAS**, the Secretary of Transportation shall acquire property pursuant to all applicable policies and procedures as necessary for the bridge project as authorized by Section 2001.1 of the Administrative Code 1929, as amended, 71 P.S. §511.1 for all transportation purposes which shall include, and not be limited to acquisition for local roads and streets; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON** that the City of Scranton is authorizing the Secretary of Transportation to acquire right-of-way necessary for the North Main Avenue Bridge Document No. 04M172 as part of the City of Scranton Owned Bridge Project.

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

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

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



DEPARTMENT OF LAW

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

May 11, 2017

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

RECEIVED

MAY 11 2017

Dear Honorable Council Members:

OFFICE OF CITY  
COUNCIL/CITY CLERK

ATTACHED IS AN ORDINANCE AUTHORIZING THE SECRETARY OF  
TRANSPORTATION TO ACQUIRE RIGHT-OF-WAY NECESSARY FOR THE  
NORTH MAIN AVENUE BRIDGE DOCUMENT NO. 04M172 AS PART OF THE  
CITY OF SCRANTON OWNED BRIDGE PROJECT.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE TWO (2) STAMPED BITUMINOUS ASPHALT CROSSINGS AT THE INTERSECTION OF OLIVE STREET CROSSINGS AND THE LACKAWANNA RIVER HERITAGE TRAIL.**

WHEREAS, the Lackawanna Heritage Valley Authority will be maintaining the two (2) stamped bituminous asphalt crossings at the intersection of Olive Street and the Lackawanna River Heritage Trail in the City of Scranton; and

WHEREAS, the Lackawanna Heritage Valley Authority and the City wish to enter into an Agreement pertaining to the maintenance of the Olive Street crossings, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference hereto; and

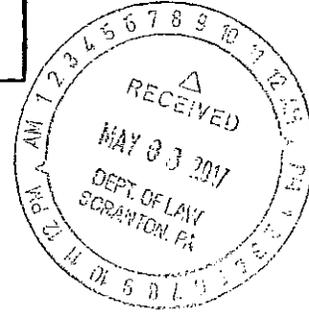
WHEREAS, the Lackawanna Heritage Valley Authority agrees to be responsible for any and all maintenance of the crossings under and pursuant to the terms and conditions of Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into an Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto by and between the Lackawanna Heritage Valley Authority and the City of Scranton for the maintenance of the crossings at the intersection of Olive Street and the Lackawanna River Heritage Trail in the City of Scranton.

**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 the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



May 4, 2017

Jessica L. Boyles, Esq.  
Solicitor  
City of Scranton  
Municipal Building, 4<sup>th</sup> floor  
340 North Washington Avenue  
Scranton, PA 18503

Dear Attorney Boyles:

The Board of Directors of Lackawanna Heritage Valley Authority has approved the Maintenance agreements for the six street/trail crossings within the City.

Enclosed please find two original sets of Maintenance Agreements between the Lackawanna Heritage Valley Authority and the City of Scranton. The agreements have been executed by LHVA Board of Directors. Please sign both, retain one for your files and return the other one to our office, to the attention of April Rogato, Executive Assistant.

LHVA has assigned the following program officer to this project. Your program officer is available to lend assistance as you implement your services. Please notify your program officer of changes in the scope of the project, timelines, or any budget problems.

Program Officer: Owen Worozbyt, Trail and Environmental Project Manager  
570-963-6730 ext. 8212; oworozbyt@LHVA.org

I look forward to working with you on this project.

Sincerely,

Joseph J. Corcoran  
Executive Director

Enclosures

JJC/ar

## AGREEMENT

This Agreement, by and between The Lackawanna Heritage Valley Authority and the City of Scranton ("City") is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and pertains to the maintenance of the two (2) stamped bituminous asphalt crossings (pavement markings, concrete sidewalk and curbing) as more fully set forth herein.

Whereas, The Lackawanna Heritage Valley Authority will maintain certain improvements at the intersection of Olive Street and the Lackawanna River Heritage Trail in the City of Scranton; and

Whereas, The Lackawanna Heritage Valley Authority wishes to enter into an agreement pertaining to the maintenance of the Olive Street crossings as set forth herein.

Intending to be legally bound hereby, Lackawanna Heritage Valley Authority and City of Scranton agree as follows:

1. Traffic control devices within the right-of-way line of a city street are permitted by the Pennsylvania Department of Transportation ("PennDOT").
2. PennDOT requires that such devices be maintained and requires evidence of any maintenance agreement whereby an entity is responsible for said maintenance as set forth on PennDOT form TE-160.
3. The Lackawanna Heritage Valley Authority agrees with the City of Scranton to maintain the street crossing for as long as the system remains in the intersection of Olive Street and the Lackawanna River Heritage Trail.
4. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing in reliance on the assumption that it will determine when and with what materials and any surrounding infrastructure should be repaired, maintained or replaced, subject only to the restrictions duly published by PennDOT for traffic control devices on state roads.
5. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing on the further assumption that it will determine the appropriate labor, equipment and/or price for any such repair, maintenance or replacement, again, guided by any pertinent PennDOT regulation pertaining to such repair, maintenance or replacement.
6. The maintenance obligation for the street crossing, identified herein, will commence upon execution of this agreement by both parties.

Intending to be legally bound hereby, and representing that each has the signature authority to bind their respective party, the parties execute this agreement below:

The City of Scranton,

Attest:

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

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

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

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

The Lackawanna Heritage Valley Authority,

By *Dominic Keating*  
Date: 4/27/17

CITY OF SCRANTON

ATTEST:

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

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

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

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

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

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

APPROVED AS TO FORM:

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

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



DEPARTMENT OF LAW

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

May 18, 2017

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

RECEIVED

MAY 18 2017

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 AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE TWO (2) STAMPED BITUMINOUS ASPHALT CROSSINGS AT THE INTERSECTION OF OLIVE STREET CROSSINGS AND THE LACKAWANNA RIVER HERITAGE TRAIL.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF NAY AUG AVENUE CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.**

WHEREAS, the Lackawanna Heritage Valley Authority will be maintaining the stamped bituminous asphalt crossing at the intersection of Nay Aug Avenue and the Lackawanna River Heritage Trail in the City of Scranton; and

WHEREAS, the Lackawanna Heritage Valley Authority and the City wish to enter into an Agreement pertaining to the maintenance of the Nay Aug Avenue crossing, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference hereto; and

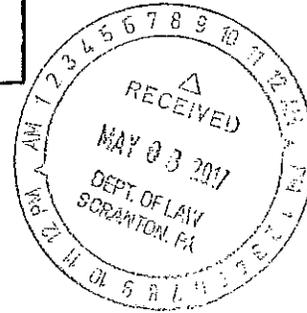
WHEREAS, the Lackawanna Heritage Valley Authority agrees to be responsible for any and all maintenance of the crossing under and pursuant to the terms and conditions of Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City officials are hereby authorized to execute and enter into an Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto by and between the Lackawanna Heritage Valley Authority and the City of Scranton for the maintenance of the crossing at the intersection of Nay Aug Avenue and the Lackawanna River Heritage Trail in the City of Scranton.

**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 the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



May 4, 2017

Jessica L. Boyles, Esq.  
Solicitor  
City of Scranton  
Municipal Building, 4<sup>th</sup> floor  
340 North Washington Avenue  
Scranton, PA 18503

Dear Attorney Boyles:

The Board of Directors of Lackawanna Heritage Valley Authority has approved the Maintenance agreements for the six street/trail crossings within the City.

Enclosed please find two original sets of Maintenance Agreements between the Lackawanna Heritage Valley Authority and the City of Scranton. The agreements have been executed by LHVA Board of Directors. Please sign both, retain one for your files and return the other one to our office, to the attention of April Rogato, Executive Assistant.

LHVA has assigned the following program officer to this project. Your program officer is available to lend assistance as you implement your services. Please notify your program officer of changes in the scope of the project, timelines, or any budget problems.

Program Officer: Owen Worozbyt, Trail and Environmental Project Manager  
570-963-6730 ext. 8212; oworozbyt@LHVA.org

I look forward to working with you on this project.

Sincerely,

Joseph J. Colcoran  
Executive Director

Enclosures

JJC/ar

## AGREEMENT

This Agreement, by and between The Lackawanna Heritage Valley Authority and the City of Scranton ("City") is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and pertains to the maintenance of the stamped bituminous asphalt crossing (pavement markings, concrete sidewalk and curbing) as more fully set forth herein.

Whereas, The Lackawanna Heritage Valley Authority will maintain certain improvements at the intersection of NayAug Avenue and the Lackawanna River Heritage Trail in the City of Scranton; and

Whereas, The Lackawanna Heritage Valley Authority wishes to enter into an agreement pertaining to the maintenance of the NayAug Avenue crossing as set forth herein.

Intending to be legally bound hereby, Lackawanna Heritage Valley Authority and City of Scranton agree as follows:

1. Traffic control devices within the right-of-way line of a city street are permitted by the Pennsylvania Department of Transportation ("PennDOT").
2. PennDOT requires that such devices be maintained and requires evidence of any maintenance agreement whereby an entity is responsible for said maintenance as set forth on PennDOT form TE-160.
3. The Lackawanna Heritage Valley Authority agrees with the City of Scranton to maintain the street crossing for as long as the system remains in the intersection of NayAug Avenue and the Lackawanna River Heritage Trail.
4. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing in reliance on the assumption that it will determine when and with what materials and any surrounding infrastructure should be repaired, maintained or replaced, subject only to the restrictions duly published by PennDOT for traffic control devices on state roads.
5. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing on the further assumption that it will determine the appropriate labor, equipment and/or price for any such repair, maintenance or replacement, again, guided by any pertinent PennDOT regulation pertaining to such repair, maintenance or replacement.
6. The maintenance obligation for the street crossing, identified herein, will commence upon execution of this agreement by both parties.

Intending to be legally bound hereby, and representing that each has the signature authority to bind their respective party, the parties execute this agreement below:

The City of Scranton,

Attest:

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

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

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

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

The Lackawanna Heritage Valley Authority,

By *Dominic K...*  
Date: 4/27/17

CITY OF SCRANTON

ATTEST:

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

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

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

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

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

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

APPROVED AS TO FORM:

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

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



DEPARTMENT OF LAW

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

May 18, 2017

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

RECEIVED

MAY 18 2017

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 AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF NAY AUG AVENUE CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF ALBRIGHT AVENUE CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.**

WHEREAS, the Lackawanna Heritage Valley Authority will be maintaining the stamped bituminous asphalt crossing at the intersection of Albright Avenue and the Lackawanna River Heritage Trail in the City of Scranton; and

WHEREAS, the Lackawanna Heritage Valley Authority and the City wish to enter into an Agreement pertaining to the maintenance of the Albright Avenue crossing, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference hereto; and

WHEREAS, the Lackawanna Heritage Valley Authority agrees to be responsible for any and all maintenance of the crossing under and pursuant to the terms and conditions of Exhibit "A".

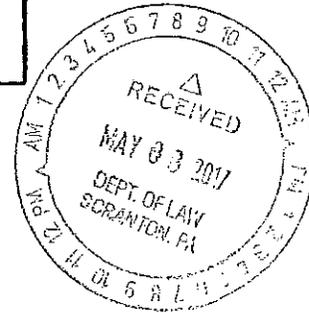
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON** that the Mayor and other appropriate City officials are hereby authorized to execute and enter into an Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto by and between the Lackawanna Heritage Valley Authority and the City of Scranton for the maintenance of the crossing at the intersection of Albright Avenue and the Lackawanna River Heritage Trail in the City of Scranton.

**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 the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



May 4, 2017

Jessica L. Boyles, Esq.  
Solicitor  
City of Scranton  
Municipal Building, 4<sup>th</sup> floor  
340 North Washington Avenue  
Scranton, PA 18503

Dear Attorney Boyles:

The Board of Directors of Lackawanna Heritage Valley Authority has approved the Maintenance agreements for the six street/trail crossings within the City.

Enclosed please find two original sets of Maintenance Agreements between the Lackawanna Heritage Valley Authority and the City of Scranton. The agreements have been executed by LHVA Board of Directors. Please sign both, retain one for your files and return the other one to our office, to the attention of April Rogato, Executive Assistant.

LHVA has assigned the following program officer to this project. Your program officer is available to lend assistance as you implement your services. Please notify your program officer of changes in the scope of the project, timelines, or any budget problems.

Program Officer: Owen Worozbyt, Trail and Environmental Project Manager  
570-963-6730 ext. 8212; oworozbyt@LHVA.org

I look forward to working with you on this project.

Sincerely,

Joseph J. Corcoran  
Executive Director

Enclosures

JJC/ar

AGREEMENT

This Agreement, by and between The Lackawanna Heritage Valley Authority and the City of Scranton ("City") is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and pertains to the maintenance of the stamped bituminous asphalt crossing (pavement markings, concrete sidewalk and curbing) as more fully set forth herein.

Whereas, The Lackawanna Heritage Valley Authority will maintain certain improvements at the intersection of Albright Avenue and the Lackawanna River Heritage Trail in the City of Scranton; and

Whereas, The Lackawanna Heritage Valley Authority wishes to enter into an agreement pertaining to the maintenance of the Albright Avenue crossing as set forth herein.

Intending to be legally bound hereby, Lackawanna Heritage Valley Authority and City of Scranton agree as follows:

1. Traffic control devices within the right-of-way line of a city street are permitted by the Pennsylvania Department of Transportation ("PennDOT").
2. PennDOT requires that such devices be maintained and requires evidence of any maintenance agreement whereby an entity is responsible for said maintenance as set forth on PennDOT form TE-160.
3. The Lackawanna Heritage Valley Authority agrees with the City of Scranton to maintain the street crossing for as long as the system remains in the intersection of Albright Avenue and the Lackawanna River Heritage Trail.
4. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing in reliance on the assumption that it will determine when and with what materials and any surrounding infrastructure should be repaired, maintained or replaced, subject only to the restrictions duly published by PennDOT for traffic control devices on state roads.
5. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing on the further assumption that it will determine the appropriate labor, equipment and/or price for any such repair, maintenance or replacement, again, guided by any pertinent PennDOT regulation pertaining to such repair, maintenance or replacement.
6. The maintenance obligation for the street crossing, identified herein, will commence upon execution of this agreement by both parties.

Intending to be legally bound hereby, and representing that each has the signature authority to bind their respective party, the parties execute this agreement below:

The City of Scranton,

Attest:

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

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

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

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

The Lackawanna Heritage Valley Authority,

By *Dominic Kestring*  
Date: 4/27/17

CITY OF SCRANTON

ATTEST:

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

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

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

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

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

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

APPROVED AS TO FORM:

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

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



DEPARTMENT OF LAW

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

May 18, 2017

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

RECEIVED

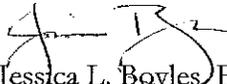
MAY 18 2017

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 AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF ALBRIGHT AVENUE CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF POPLAR STREET CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.**

WHEREAS, the Lackawanna Heritage Valley Authority will be maintaining the stamped bituminous asphalt crossing at the intersection of Poplar Street and the Lackawanna River Heritage Trail in the City of Scranton; and

WHEREAS, the Lackawanna Heritage Valley Authority and the City wish to enter into an Agreement pertaining to the maintenance of the Poplar Street crossing, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference hereto; and

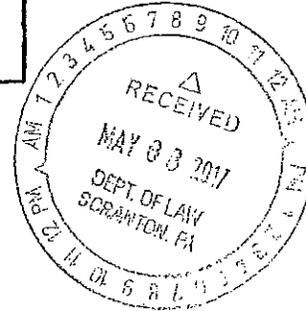
WHEREAS, the Lackawanna Heritage Valley Authority agrees to be responsible for any and all maintenance of the crossing under and pursuant to the terms and conditions of Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into an Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto by and between the Lackawanna Heritage Valley Authority and the City of Scranton for the maintenance of the crossing at the intersection of Poplar Street and the Lackawanna River Heritage Trail in the City of Scranton.

**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 the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



May 4, 2017

Jessica L. Boyles, Esq.  
Solicitor  
City of Scranton  
Municipal Building, 4<sup>th</sup> floor  
340 North Washington Avenue  
Scranton, PA 18503

Dear Attorney Boyles:

The Board of Directors of Lackawanna Heritage Valley Authority has approved the Maintenance agreements for the six street/trail crossings within the City.

Enclosed please find two original sets of Maintenance Agreements between the Lackawanna Heritage Valley Authority and the City of Scranton. The agreements have been executed by LHVA Board of Directors. Please sign both, retain one for your files and return the other one to our office, to the attention of April Rogato, Executive Assistant.

LHVA has assigned the following program officer to this project. Your program officer is available to lend assistance as you implement your services. Please notify your program officer of changes in the scope of the project, timelines, or any budget problems.

Program Officer: Owen Worozbyt, Trail and Environmental Project Manager  
570-963-6730 ext. 8212; oworozbyt@LHVA.org

I look forward to working with you on this project.

Sincerely,

  
Joseph J. Colcoran  
Executive Director

Enclosures

JJC/ar

AGREEMENT

This Agreement, by and between The Lackawanna Heritage Valley Authority and the City of Scranton ("City") is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and pertains to the maintenance of the stamped bituminous asphalt crossing (concrete sidewalk and curbing) as more fully set forth herein.

Whereas, The Lackawanna Heritage Valley Authority will maintain certain improvements at the intersection of Poplar Street and the Lackawanna River Heritage Trail in the City of Scranton; and

Whereas, The Lackawanna Heritage Valley Authority wishes to enter into an agreement pertaining to the maintenance of the Poplar Street crossing as set forth herein.

Intending to be legally bound hereby, Lackawanna Heritage Valley Authority and City of Scranton agree as follows:

1. Traffic control devices within the right-of-way line of a city street are permitted by the Pennsylvania Department of Transportation ("PennDOT").
2. PennDOT requires that such devices be maintained and requires evidence of any maintenance agreement whereby an entity is responsible for said maintenance as set forth on PennDOT form TE-160.
3. The Lackawanna Heritage Valley Authority agrees with the City of Scranton to maintain the street crossing for as long as the system remains in the intersection of Poplar Street and the Lackawanna River Heritage Trail.
4. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing in reliance on the assumption that it will determine when and with what materials and any surrounding infrastructure should be repaired, maintained or replaced, subject only to the restrictions duly published by PennDOT for traffic control devices on state roads.
5. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing on the further assumption that it will determine the appropriate labor, equipment and/or price for any such repair, maintenance or replacement, again, guided by any pertinent PennDOT regulation pertaining to such repair, maintenance or replacement.
6. The maintenance obligation for the street crossing, identified herein, will commence upon execution of this agreement by both parties.

Intending to be legally bound hereby, and representing that each has the signature authority to bind their respective party, the parties execute this agreement below:

The City of Scranton,

Attest:

By \_\_\_\_\_

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

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

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

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

The Lackawanna Heritage Valley Authority,

By Dominic Keating

Date: 4/27/17

CITY OF SCRANTON

ATTEST:

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

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

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

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

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

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

APPROVED AS TO FORM:

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

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



DEPARTMENT OF LAW

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

May 18, 2017

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

RECEIVED

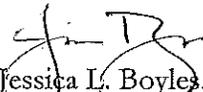
MAY 18 2017

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 AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF POPLAR STREET CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF EAST MARKET STREET CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.**

WHEREAS, the Lackawanna Heritage Valley Authority will be maintaining the stamped bituminous asphalt crossing at the intersection of East Market Street and the Lackawanna River Heritage Trail in the City of Scranton; and

WHEREAS, the Lackawanna Heritage Valley Authority and the City wish to enter into an Agreement pertaining to the maintenance of the East Market Street crossing, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference hereto; and

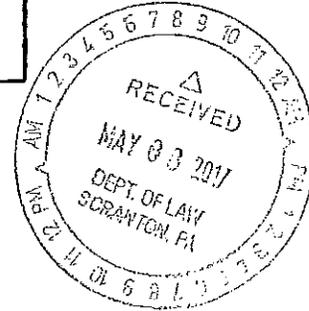
WHEREAS, the Lackawanna Heritage Valley Authority agrees to be responsible for any and all maintenance of the crossing under and pursuant to the terms and conditions of Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into an Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto by and between the Lackawanna Heritage Valley Authority and the City of Scranton for the maintenance of the crossing at the intersection of East Market Street and the Lackawanna River Heritage Trail in the City of Scranton.

**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 the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



May 4, 2017

Jessica L. Boyles, Esq.  
Solicitor  
City of Scranton  
Municipal Building, 4<sup>th</sup> floor  
340 North Washington Avenue  
Scranton, PA 18503

Dear Attorney Boyles:

The Board of Directors of Lackawanna Heritage Valley Authority has approved the Maintenance agreements for the six street/trail crossings within the City.

Enclosed please find two original sets of Maintenance Agreements between the Lackawanna Heritage Valley Authority and the City of Scranton. The agreements have been executed by LHVA Board of Directors. Please sign both, retain one for your files and return the other one to our office, to the attention of April Rogato, Executive Assistant.

LHVA has assigned the following program officer to this project. Your program officer is available to lend assistance as you implement your services. Please notify your program officer of changes in the scope of the project, timelines, or any budget problems.

Program Officer: Owen Worozbyt, Trail and Environmental Project Manager  
570-963-6730 ext. 8212; oworozbyt@LHVA.org

I look forward to working with you on this project.

Sincerely,

Joseph J. Corcoran  
Executive Director

Enclosures

JJC/ar

AGREEMENT

This Agreement, by and between The Lackawanna Heritage Valley Authority and the City of Scranton ("City") is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and pertains to the maintenance of the pavement markings, concrete sidewalk and curbing as more fully set forth herein.

Whereas, The Lackawanna Heritage Valley Authority will maintain certain improvements at the intersection of East Market Street and the Lackawanna River Heritage Trail in the City of Scranton; and

Whereas, The Lackawanna Heritage Valley Authority wishes to enter into an agreement pertaining to the maintenance of the East Market Street pavement markings, concrete sidewalk and curbing as set forth herein.

Intending to be legally bound hereby, Lackawanna Heritage Valley Authority and City of Scranton agree as follows:

1. Traffic control devices within the right-of-way line of a city street are permitted by the Pennsylvania Department of Transportation ("PennDOT").
2. PennDOT requires that such devices be maintained and requires evidence of any maintenance agreement whereby an entity is responsible for said maintenance as set forth on PennDOT form TB-160.
3. The Lackawanna Heritage Valley Authority agrees with the City of Scranton to maintain the street crossing for as long as the system remains in the intersection of East Market Street and the Lackawanna River Heritage Trail.
4. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing in reliance on the assumption that it will determine when and with what materials and any surrounding infrastructure should be repaired, maintained or replaced, subject only to the restrictions duly published by PennDOT for traffic control devices on state roads.
5. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing on the further assumption that it will determine the appropriate labor, equipment and/or price for any such repair, maintenance or replacement, again, guided by any pertinent PennDOT regulation pertaining to such repair, maintenance or replacement.
6. The maintenance obligation for the street crossing, identified herein, will commence upon execution of this agreement by both parties.

Intending to be legally bound hereby, and representing that each has the signature authority to bind their respective party, the parties execute this agreement below:

The City of Scranton,

Attest:

By \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

The Lackawanna Heritage Valley Authority,

By Domestic Keating

Date: 4/27/17

CITY OF SCRANTON

ATTEST:

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

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

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

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

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

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

APPROVED AS TO FORM:

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

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



DEPARTMENT OF LAW

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

May 18, 2017

RECEIVED

MAY 18 2017

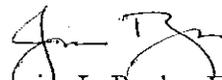
OFFICE OF CITY  
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE STAMPED BITUMINOUS ASPHALT CROSSING AT THE INTERSECTION OF EAST MARKET STREET CROSSING AND THE LACKAWANNA RIVER HERITAGE TRAIL.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE TWO (2) RECTANGULAR RAPID FLASHING BEACON'S ("RRFB'S"), STAMPED BITUMINOUS ASPHALT CROSSINGS AT THE INTERSECTION OF BROADWAY STREET AND THE LACKAWANNA RIVER HERITAGE TRAIL.**

WHEREAS, the Lackawanna Heritage Valley Authority will be maintaining the two (2) RRBF's stamped bituminous asphalt crossings at the intersection of Broadway Street and the Lackawanna River Heritage Trail in the City of Scranton; and

WHEREAS, the Lackawanna Heritage Valley Authority and the City wish to enter into an Agreement pertaining to the maintenance of the Broadway Street crossings, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference hereto; and

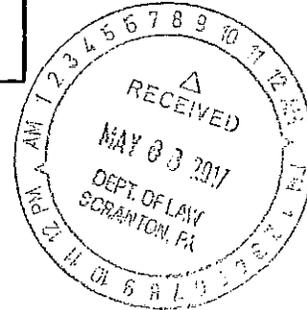
WHEREAS, the Lackawanna Heritage Valley Authority agrees to be responsible for any and all maintenance of the crossings under and pursuant to the terms and conditions of Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into an Agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto by and between the Lackawanna Heritage Valley Authority and the City of Scranton for the maintenance of the crossings at the intersection of Broadway Street and the Lackawanna River Heritage Trail in the City of Scranton.

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 the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



May 4, 2017

Jessica L. Boyles, Esq.  
Solicitor  
City of Scranton  
Municipal Building, 4<sup>th</sup> floor  
340 North Washington Avenue  
Scranton, PA 18503

Dear Attorney Boyles:

The Board of Directors of Lackawanna Heritage Valley Authority has approved the Maintenance agreements for the six street/trail crossings within the City.

Enclosed please find two original sets of Maintenance Agreements between the Lackawanna Heritage Valley Authority and the City of Scranton. The agreements have been executed by LHVA Board of Directors. Please sign both, retain one for your files and return the other one to our office, to the attention of April Rogato, Executive Assistant.

LHVA has assigned the following program officer to this project. Your program officer is available to lend assistance as you implement your services. Please notify your program officer of changes in the scope of the project, timelines, or any budget problems.

Program Officer: Owen Worozbyt, Trail and Environmental Project Manager  
570-963-6730 ext. 8212; oworozbyt@LHVA.org

I look forward to working with you on this project.

Sincerely,

  
Joseph J. Colcoran  
Executive Director

Enclosures

JJC/ar

AGREEMENT

This Agreement, by and between The Lackawanna Heritage Valley Authority and the City of Scranton ("City") is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and pertains to the maintenance of two (2) Rectangular Rapid Flashing Beacon's ("RRFB's), stamped asphalt crossing (inlets and pavement markings, concrete sidewalk and curbing) as more fully set forth herein.

Whereas, The Lackawanna Heritage Valley Authority will maintain certain improvements at the intersection of Broadway Street and the Lackawanna River Heritage Trail in the City of Scranton; and

Whereas, The Lackawanna Heritage Valley Authority wishes to enter into an agreement pertaining to the maintenance of the Broadway Street RRFB's stamped asphalt crossing (inlets and pavement markings, concrete sidewalk and curbing) as set forth herein.

Intending to be legally bound hereby, Lackawanna Heritage Valley Authority and City of Scranton agree as follows:

1. Traffic control devices within the right-of-way line of a city street are permitted by the Pennsylvania Department of Transportation ("PennDOT").
2. PennDOT requires that such devices be maintained and requires evidence of any maintenance agreement whereby an entity is responsible for said maintenance as set forth on PennDOT form TE-160.
3. The Lackawanna Heritage Valley Authority agrees with the City of Scranton to maintain two (2) RRFB's and the street crossing for as long as the system remains in the intersection of Broadway Street and the Lackawanna River Heritage Trail.
4. The Lackawanna Heritage Valley Authority agrees to maintain the street crossing in reliance on the assumption that it will determine when and with what materials and any surrounding infrastructure should be repaired, maintained or replaced, subject only to the restrictions duly published by PennDOT for traffic control devices on state roads.
5. The Lackawanna Heritage Valley Authority agrees to maintain two (2) RRFB's and the street crossing on the further assumption that it will determine the appropriate labor, equipment and/or price for any such repair, maintenance or replacement, again, guided by any pertinent PennDOT regulation pertaining to such repair, maintenance or replacement.
6. The maintenance obligation for two (2) RRFB's and the street crossing, identified herein, will commence upon execution of this agreement by both parties.

Intending to be legally bound hereby, and representing that each has the signature authority to bind their respective party, the parties execute this agreement below:

The City of Scranton,

Attest:

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

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

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

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

The Lackawanna Heritage Valley Authority,

By *Devin Keating*  
Date: 4/27/17

CITY OF SCRANTON

ATTEST:

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

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

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

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

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

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

APPROVED AS TO FORM:

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

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



DEPARTMENT OF LAW

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

May 18, 2017

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

RECEIVED

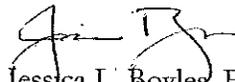
MAY 18 2017

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 AN AGREEMENT BY AND BETWEEN THE LACKAWANNA HERITAGE VALLEY AUTHORITY AND THE CITY OF SCRANTON PERTAINING TO THE MAINTENANCE OF THE TWO (2) RECTANGULAR RAPID FLASHING BEACONS ("RRFB'S"), STAMPED BITUMINOUS ASPHALT CROSSINGS AT THE INTERSECTION OF BROADWAY STREET AND THE LACKAWANNA RIVER HERITAGE TRAIL.

Respectfully,

  
Jessica L. Boyle, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL ENCROACHMENT PERMIT TO POSH @ THE SCRANTON CLUB TO OPERATE OUTDOOR SEATING AT 404 NORTH WASHINGTON AVENUE, SCRANTON, PENNSYLVANIA.**

WHEREAS, the City of Scranton is desirous of attracting potential customers to the Downtown Business District; and

WHEREAS, POSH @ The Scranton Club located at 404 North Washington Avenue in the Downtown Business District; and

WHEREAS, POSH @ The Scranton Club is desirous of expanding its business to the sidewalk in front of 404 North Washington Avenue by providing outdoor seating in order to enhance its business as well as that of other businesses within the Downtown Business District; and

WHEREAS, POSH @ The Scranton Club has submitted to the City photographs and a schematic of said expansion, which are marked Exhibit "A" attached hereto and incorporated herein by reference thereto; and

WHEREAS, the Department of Licensing, Inspections and Permits has reviewed the schematic, inspected the area and found no traffic problems; and

WHEREAS, the City of Scranton stipulates that as a condition for granting the Special Encroachment Permit, said bar and restaurant agrees (1) to keep the premises free of any rubbish and debris at all times; (2) that a full-time employee will supervise the operation of the outdoor area during its hours of operation; and (3) the restaurant will remain current on all City taxes and fees or the permit may be revoked upon delinquency of any payment; and

WHEREAS, the City reserves the right to direct that all furniture in the outdoor seating area be removed from the sidewalks in the event of traffic problem, utility work, disorder or emergency.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON,** that the Mayor and other appropriate City officials are authorized to grant a Special Encroachment Permit to POSH @ The Scranton Club for sidewalk dining at 404 North Washington Avenue, Scranton, Pennsylvania.

**SECTION 1.** The special encroachment permit is subject to any restrictions which may be enacted through Resolutions and Ordinances under consideration by the governing body.

**SECTION 2.** If any section, clause, provision or portion of this Resolution shall be hold 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 interest of the promotion of the purposes and intent of this Resolution, and the effective administration thereof.

**SECTION 3.** This Resolution shall become effective immediately upon approval.

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



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4193 • FAX: 570-348-4171



April 21, 2017

Jessica Boyles, Esquire  
Law Office, City of Scranton  
340 N. Washington Ave.  
Scranton, PA 18503

RE: Posh @ aThe Scranton Club-Outdoor Seating.

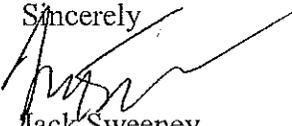
Dear Atty. Boyles:

I have received a request from Josh Mast, owner of Posh @ The Scranton Club, seeking an ordinance for outdoor seating at this location, 404 N. Washington Ave. After reviewing, I note the following:

- 1) The area in question is 18' x 32'.
- 2) A seven (7) foot right of way is factored in. ( curb-line to side-walk barriers )
- 3) The area will be enclosed by a four (4) foot high side-walk barriers as noted.
- 4) The requested seating is thirty-two (32) – by way of eight (8) –four (4) top tables.
- 5) All tables and chairs will be confined within the side-walk barriers
- 6) The beer garden request has been dropped. As a result, there will be no changes to the Mulberry St side.

Everything is acceptable to me. If you have any questions or need anything further, don't hesitate to call on me.

Sincerely

  
Jack Sweeney  
City Zoning Officer

# SIDEWALK DINING

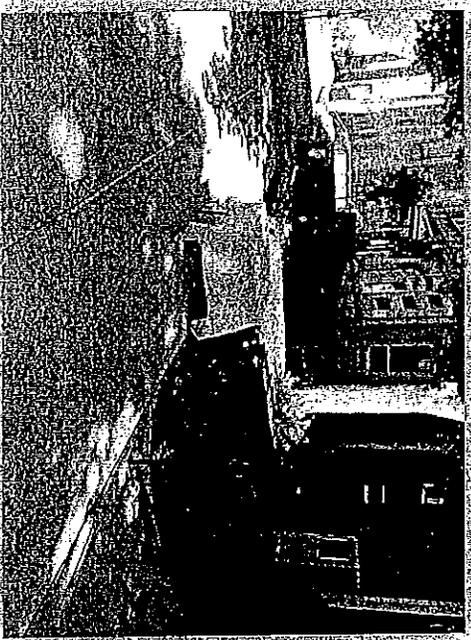
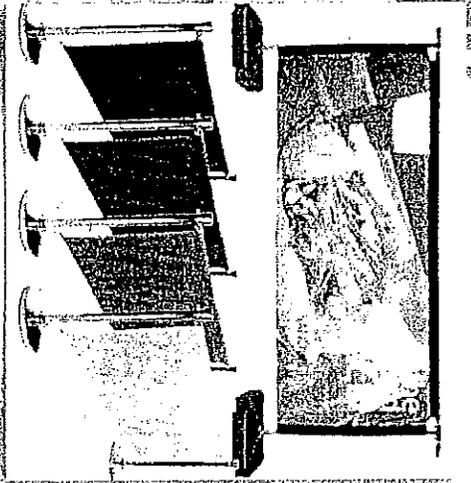
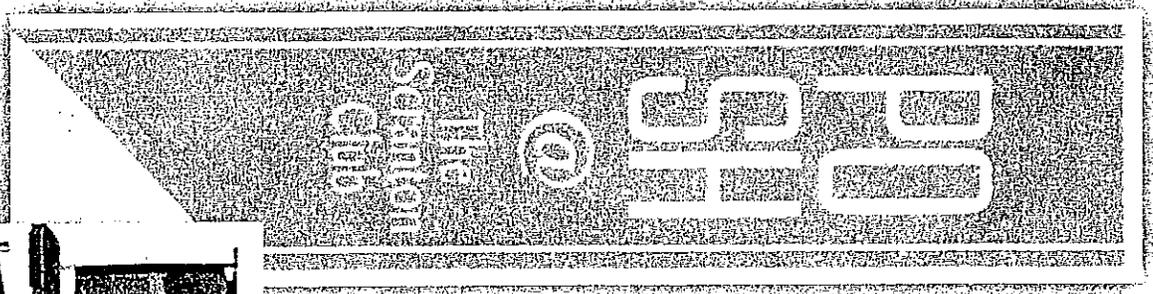
## 404 NORTH WASHINGTON AVENUE

POSH Proposes the seating of ten - 36" square tables to seat up 4 guest for a total of 40 seats

Hours - Wednesday to Saturday 11:30 am to 10 pm, Sunday 11 am to 2 pm

Size <sup>7'</sup> from <sup>curb</sup> inner sidewalk edge 6" from curb 24"

Will use a side walk barrier as seen below



# POSH @ THE SCRANTON CLUB

JACK SWEENEY  
ZONING OFFICE | CITY OF SCRANTON

JOSHUA MAST  
404 North Washington Avenue  
Scranton Pa 18503  
jmast@POSHatSC.com  
570-955-5890

Date

Dear Jack Sweeney,

POSH @ The Scranton Club would like to obtain a permit for out side dining and a beer garden. Once a permit is obtained from the city we can go to the LCB for to license the areas.

I have included photos and dimensions of the areas we would like permitted by the City of Scranton.

Please let me know if you have any questions or need further information

Thank you,

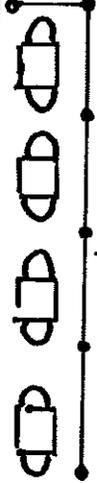


Sincerely,

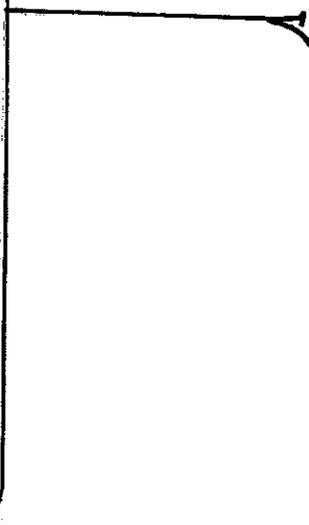
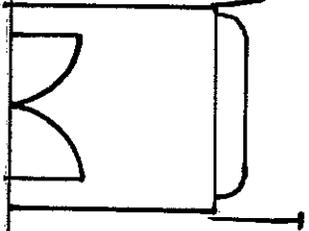
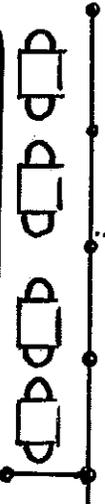
Joshua Mast

N. WASHINGTON AVENUE

7ft.



7ft.



POSH

OUTDOOR DINING

2017

5.9.17  
PAUL BLACKBURN  
JOSUA WAST



DEPARTMENT OF LAW

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

May 18, 2017

RECEIVED

MAY 18 2017

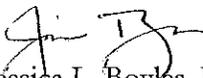
OFFICE OF CITY  
COUNCIL/CITY CLERK

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

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL  
ENCROACHMENT PERMIT TO POSH @ THE SCRANTON CLUB TO OPERATE  
OUTDOOR SEATING AT 404 NORTH WASHINGTON AVENUE, SCRANTON,  
PENNSYLVANIA.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL ENCROACHMENT PERMIT TO DAVINCI'S PIZZA TO OPERATE AN OUTDOOR RESTAURANT AT 505 LINDEN STREET, SCRANTON, PENNSYLVANIA.**

**WHEREAS**, the City of Scranton is desirous of attracting potential customers to the Downtown Business District; and

**WHEREAS**, DaVinci's Pizza is a restaurant located at 505 Linden Street in the Downtown Business District; and

**WHEREAS**, DaVinci's is desirous of expanding its business to the sidewalk in front of the restaurant on 505 Linden Street by providing outdoor seating in order to enhance its business as well as that of other businesses within the Downtown Business District; and

**WHEREAS**, DaVinci's submitted to the City a schematic of said expansion, which is marked Exhibit "A" attached hereto and incorporated herein by reference thereto; and

**WHEREAS**, the Department of Licensing, Inspections and Permits has reviewed the schematic, inspected the area and found no traffic problems; and

**WHEREAS**, the City of Scranton stipulates that as a condition for granting the Special Encroachment Permit, said restaurant agrees (1) to keep the premises free of any rubbish and debris at all times; (2) that a full-time employee will supervise the operation of the outdoor area during its hours of operation; and (3) the restaurant will remain current on all City taxes and fees or the permit may be revoked upon delinquency of any payment; and

**WHEREAS**, the City reserves the right to direct that all furniture in the outdoor seating area be removed from the sidewalks in the event of traffic problem, utility work, disorder or emergency.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON**, that the Mayor and other appropriate City officials are authorized to grant a Special Encroachment Permit to DaVinci's Pizza to operate an outdoor restaurant at 505 Linden Street, Scranton, Pennsylvania.

**SECTION 1.** The Special Encroachment Permit is subject to any restrictions which may be enacted through Resolutions and Ordinances under consideration by the governing body.

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

**SECTION 3.** This Resolution shall become effective immediately upon approval.

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

Department of  
Licensing, Inspections and Permits  
Bureau of Zoning



SCRANTON

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



May 11, 2017

Jessica Boyles, Esq.

City Hall/ Law Department

340 N. Washington Ave.

Scranton, PA 18503

RE: Sidewalk Ordinance/ 505 Linden St.

Dear Atty. Boyles:

I have received a request from Mr. David Gigliotti, the owner/operator of DaVinci's Pizza @ 505 Linden St., seeking an ordinance for outdoor seating. After reviewing, I note the following:

- 1) The area in question is 12ft. x 12ft.
- 2) A 8 ft. sidewalk right of way is factored in.
- 3) The area in question will be enclosed by a 4 ft. rod iron fence.
- 4) A total of 4 tables with 4 chairs , located within the fence.

All of which are acceptable to this office.

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

Sincerely:

Jack Sweeney, City Zoning Officer

# Proposed Outside Seating & Sales Area

DA VINCI'S PIZZA  
505 Linden St

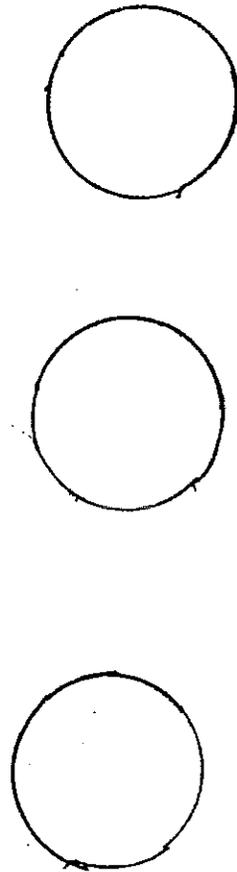
- A.) An area with the dimensions of  $12'$  long and  $12'$  wide (approximately ~~144~~ sq. ft.) for outside seating and food & beverage sales.
- B.) The highlighted area will be fenced in with a  $4'$  high Rod Iron fence.
- C.) The fenced in area will contain a maximum of  $4$  tables with a  $33''$  circumference. Each table will have approximately  $4$  chairs.
- D.) A  $8'$ <sup>10''</sup> wide walk way will be left for a public sidewalk. There will be no tables or chairs placed in this area.

DA VINCI'S PIZZA /owner David Gigliotti  
505 Linden St  
Scranton PA 18504

David Gigliotti  
Gigliotti Masonry 178  
815-1227

DA VINCI'S PIZZA (505 HINDEN ST.)

BUILDING FRONT



DOOR | (NOT TO SCALE)

4' FENCE

tabbles

EXHIBIT

"A"

179



DEPARTMENT OF LAW

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May 18, 2017

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Municipal Building  
Scranton, PA 18503

RECEIVED

MAY 18 2017

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COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND  
OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL  
ENCROACHMENT PERMIT TO DAVINCI'S PIZZA TO OPERATE AN OUTDOOR  
RESTAURANT AT 505 LINDEN STREET, SCRANTON, PENNSYLVANIA.

Respectfully,

Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl

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

2017

**AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL ENCROACHMENT PERMIT TO CAPAA C/O THE RITZ BUILDING TO OPERATE AN OUTDOOR RESTAURANT AT 222 WYOMING AVENUE, SCRANTON, PENNSYLVANIA.**

WHEREAS, the City of Scranton is desirous of attracting potential customers to the Downtown Business District; and

WHEREAS, CaPAA c/o The Ritz Building located at 222 Wyoming Avenue in the Downtown Business District; and

WHEREAS, CaPAA c/o The Ritz Building will be relocating its concessions and student commissary (The Black Box Café) to the first floor and as part of the move they would like to use the sidewalk directly in front of 222 Wyoming Avenue by providing outdoor seating in order to enhance its business as well as that of other businesses in the Downtown Business District; and

WHEREAS, CaPAA submitted to the City a schematic of said expansion, which is marked Exhibit "A" attached hereto and incorporated herein by reference thereto; and

WHEREAS, the Department of Licensing, Inspections and Permits has reviewed the schematic, inspected the area and found no traffic problems; and

WHEREAS, the City of Scranton stipulates that as a condition for granting the Special Encroachment Permit, said restaurant agrees (1) to keep the premises free of any rubbish and debris at all times; (2) that a full-time employee will supervise the operation of the outdoor area during its hours of operation; and (3) the restaurant will remain current on all City taxes and fees or the permit may be revoked upon delinquency of any payment; and

WHEREAS, the City reserves the right to direct that all furniture in the outdoor seating area be removed from the sidewalks in the event of traffic problem, utility work, disorder or emergency.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON,** that the Mayor and other appropriate City officials are authorized to grant a Special Encroachment Permit to CaPAA c/o The Ritz Building to operate an outdoor restaurant at 222 Wyoming Avenue, Scranton, Pennsylvania.

**SECTION 1.** The Special Encroachment Permit is subject to any restrictions which may be enacted through Resolutions and Ordinances under consideration by the governing body.

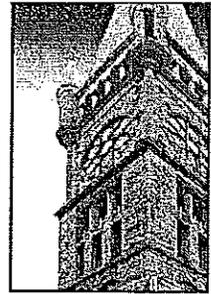
**SECTION 2.** If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus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

**SECTION 3.** This Resolution shall become effective immediately upon approval.

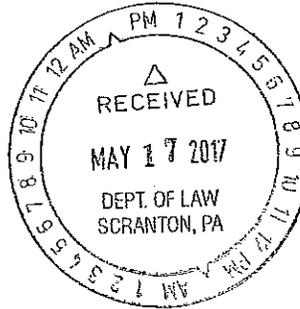
**SECTION 4.** This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Department of  
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www.scrantonpa.gov



SCRANTON



May 17, 2017

Jessica Boyles, Esq.  
City Hall/ Law Department  
340 N. Washington Ave.  
Scranton, PA 18503

RE: Sidewalk Ordinance/ 222 Wyoming Ave.

Dear Atty. Boyles:

I have received a request from Mr Michael Melcher, the owner/operator of CaPAA c/o The Ritz Building, 222 Wyoming Ave., seeking an ordinance for outdoor seating. After reviewing, I note the following:

- 1) The area in question is 12 ft. x 24 ft.
- 2) A 7 ft. sidewalk right of way is factored in.
- 3) The area in question will be enclosed by brass stations and velvet ropes.
- 4) A total of 12 tables with 4 chairs , located within the rope boarders.

All of which are acceptable to this office.

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

Sincerely,

Jack Sweeney, City Zoning Officer



May 15th, 2017

Re: Outdoor Seating at 222 Wyoming Ave

To Whom It May Concern:

In the coming months CaPAA of NEPA located at 222 Wyoming Ave, Scranton (The Ritz Building) will be relocating the concessions and student commissary (The Black Box Café) from the current location on the second floor to our space on the first floor. As part of this move we would like to utilize the sidewalk directly in front of our storefront for outdoor seating.

For ease of explanation I have included a drawing of our desired plans. CaPAA would like to place twelve 23.5x23.5 inch tables which can each accommodate 1 to 4 customers. Since our menu consists primarily of beverages, small pastry and “grab-n-go” items, these small table should be adequate for our patrons. Our café tables are hard top tan and red with solid metal bases. The chairs are black also with metal bases. This seating area would be separated from the 7+ foot easement/walkway by brass stanchions and velvet rope and/or fabric panels.

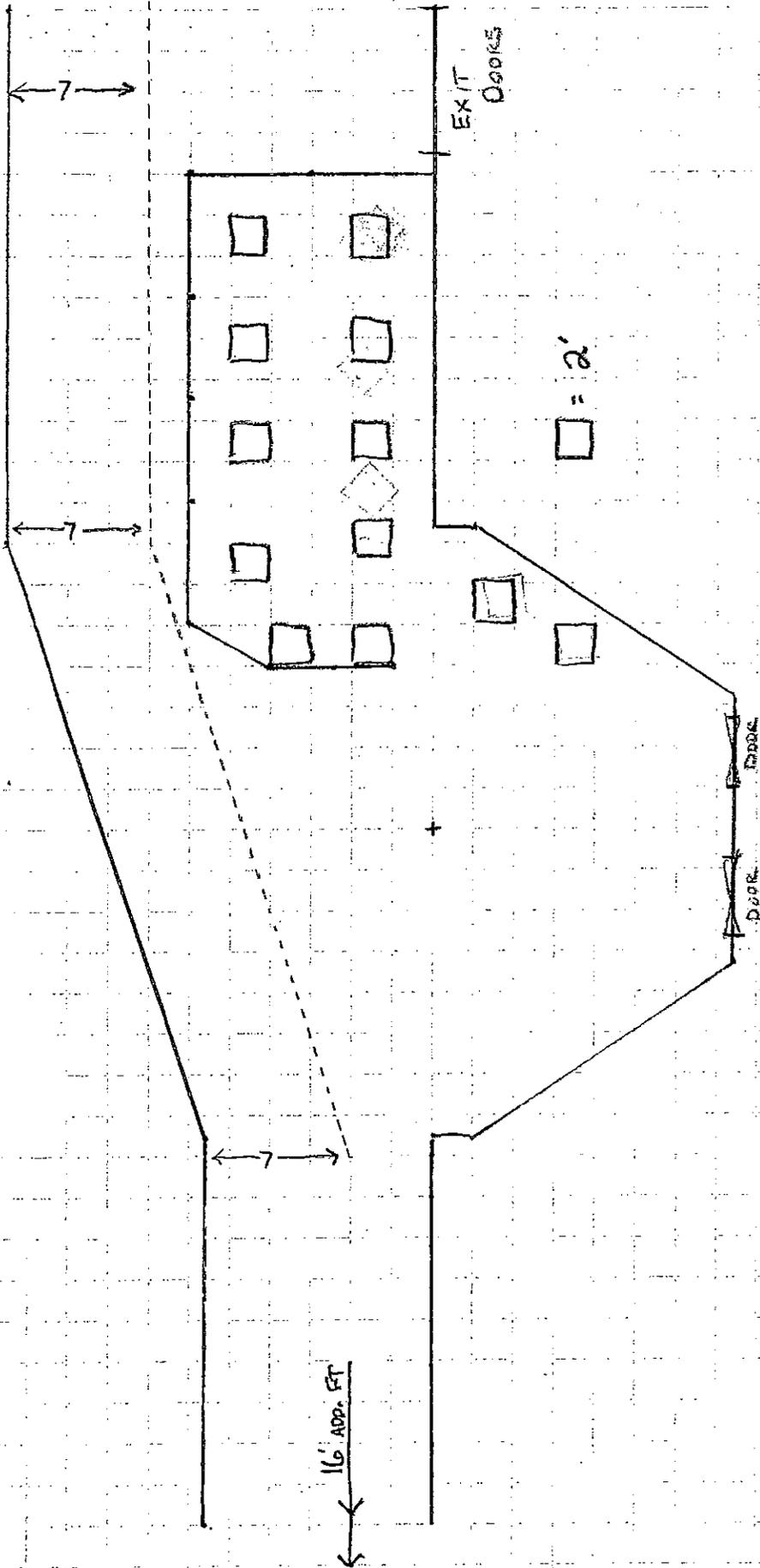
As you will see from the submitted drawings, the required 7 foot easement is maintained along the entire seating area and was measured from the inside edge of the curb to ensure a full 7 feet of sidewalk is maintained.

We have received full support and permission from the building owner (Scott Schermerhorn (570) 348-1020) to establish this outdoor seating area. It is our hope to include this seating as soon as possible.

Please feel free to contact me directly at the number below.

Respectfully,

Michael Melcher  
Director  
CaPAA of NEPA  
610-209-4905  
[mmelcher@live.com](mailto:mmelcher@live.com)



222 WYOMING AVE

12 TABLES FOR SEATING OF 1-4 PEOPLE (MAX HS)  
 ↳ TABLES ARE 23.5" X 23.5"

tabbles

**EXHIBIT**

"A"



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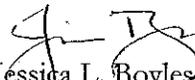
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Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO GRANT A SPECIAL ENCROACHMENT PERMIT TO CAPAA C/O THE RITZ BUILDING TO OPERATE AN OUTDOOR RESTAURANT AT 222 WYOMING AVENUE, SCRANTON, PENNSYLVANIA.

Respectfully,

  
Jessica L. Boyles, Esquire  
City Solicitor

JLB/sl